

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	David Haggarty First National Real Estate 454 High Street, Maitland, NSW 2320	Phone: 02 4933 5544 Fax: 02 4933 1706 Ref: Pat Howard - 0408270313
co-agent		
vendor		
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2, 12 Elgin Street, MAITLAND NSW 2320 PO Box 142, MAITLAND NSW 2320	Phone: 0249372799 Email: nicole@hunterlegal.com.au Fax: Ref: NW:241378
date for completion land (address, plan details and title reference)	42nd day after the contract date Registered Plan: Lot 3 Plan SP 90936 Folio Identifier 3/SP90936	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

<p>PURCHASER</p>	<p>VENDOR</p>
<p>Signed by _____ Purchaser</p> <p>_____ Purchaser</p>	<p>Signed by _____ Vendor</p> <p>_____ Vendor</p>
<p>PURCHASER (COMPANY)</p>	<p>VENDOR (COMPANY)</p>
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p>

ChoicesVendor agrees to accept a *deposit-bond* NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):Pexa**Manual transaction** (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW payment*
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

Strata or community title (clause 23 of the contract)	General
<input checked="" type="checkbox"/> 33 property certificate for strata common property	<input checked="" type="checkbox"/> 1 property certificate for the land
<input checked="" type="checkbox"/> 34 plan creating strata common property	<input checked="" type="checkbox"/> 2 plan of the land
<input type="checkbox"/> 35 strata by-laws	<input type="checkbox"/> 3 unregistered plan of the land
<input type="checkbox"/> 36 strata development contract or statement	<input type="checkbox"/> 4 plan of land to be subdivided
<input type="checkbox"/> 37 strata management statement	<input type="checkbox"/> 5 document to be lodged with a relevant plan
<input type="checkbox"/> 38 strata renewal proposal	<input checked="" type="checkbox"/> 6 section 10.(7)(2) planning certificate under Environmental Planning and Assessment Act 1979
<input type="checkbox"/> 39 strata renewal plan	<input type="checkbox"/> 7 additional information included in that certificate under section 10.(7)(5)
<input type="checkbox"/> 40 leasehold strata - lease of lot and common property	<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram
<input type="checkbox"/> 41 property certificate for neighbourhood property	<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)
<input type="checkbox"/> 42 plan creating neighbourhood property	<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
<input type="checkbox"/> 43 neighbourhood development contract	<input type="checkbox"/> 11 planning agreement
<input type="checkbox"/> 44 neighbourhood management statement	<input type="checkbox"/> 12 section 88G certificate (positive covenant)
<input type="checkbox"/> 45 property certificate for precinct property	<input type="checkbox"/> 13 survey report
<input type="checkbox"/> 46 plan creating precinct property	<input type="checkbox"/> 14 building information certificate or building certificate-given under legislation
<input type="checkbox"/> 47 precinct development contract	<input type="checkbox"/> 15 occupation certificate
<input type="checkbox"/> 48 precinct management statement	<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)
<input type="checkbox"/> 49 property certificate for community property	<input type="checkbox"/> 17 other document relevant to tenancies
<input type="checkbox"/> 50 plan creating community property	<input type="checkbox"/> 18 licence benefiting the land
<input type="checkbox"/> 51 community development contract	<input type="checkbox"/> 19 old system document
<input type="checkbox"/> 52 community management statement	<input type="checkbox"/> 20 Crown purchase statement of account
<input type="checkbox"/> 53 document disclosing a change of by-laws	<input type="checkbox"/> 21 building management statement
<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement	<input checked="" type="checkbox"/> 22 form of requisitions
<input type="checkbox"/> 55 document disclosing a change in boundaries	<input type="checkbox"/> 23 clearance certificate
<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015	<input type="checkbox"/> 24 land tax certificate
<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989	<input type="checkbox"/> 25 insurance certificate
<input type="checkbox"/> 58 disclosure statement - off the plan contract	<input type="checkbox"/> 26 brochure or warning
<input type="checkbox"/> 59 other document relevant to off the plan contract	<input type="checkbox"/> 27 evidence of alternative indemnity cover
<input type="checkbox"/> 60 Other	<input type="checkbox"/> 28 certificate of compliance
	<input type="checkbox"/> 29 evidence of registration
	<input type="checkbox"/> 30 relevant occupation certificate
	<input type="checkbox"/> 31 certificate of non-compliance
	<input type="checkbox"/> 32 detailed reasons of non-compliance
	Swimming Pools Act 1992
	<input type="checkbox"/> 25 insurance certificate
	<input type="checkbox"/> 26 brochure or warning
	<input type="checkbox"/> 27 evidence of alternative indemnity cover
	Home Building Act 1989
	<input type="checkbox"/> 24 land tax certificate
	<input type="checkbox"/> 23 clearance certificate
	<input checked="" type="checkbox"/> 22 form of requisitions
	<input type="checkbox"/> 21 building management statement
	<input type="checkbox"/> 20 Crown purchase statement of account
	<input type="checkbox"/> 19 old system document
	<input type="checkbox"/> 18 licence benefiting the land
	<input type="checkbox"/> 17 other document relevant to tenancies
	<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)
	<input type="checkbox"/> 15 occupation certificate
	<input type="checkbox"/> 14 building information certificate or building certificate-given under legislation
	<input type="checkbox"/> 13 survey report
	<input type="checkbox"/> 12 section 88G certificate (positive covenant)
	<input type="checkbox"/> 11 planning agreement
	<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
	<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)
	<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram
	<input type="checkbox"/> 7 additional information included in that certificate under section 10.(7)(5)
	<input type="checkbox"/> 6 section 10.(7)(2) planning certificate under Environmental Planning and Assessment Act 1979
	<input type="checkbox"/> 5 document to be lodged with a relevant plan
	<input type="checkbox"/> 4 plan of land to be subdivided
	<input type="checkbox"/> 3 unregistered plan of the land
	<input checked="" type="checkbox"/> 2 plan of the land
	<input checked="" type="checkbox"/> 1 property certificate for the land

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

AUCTIONS

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

DISPUTES

- Cooling off period (purchaser's rights)**
- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
 - 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
 - 3 There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
 - 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
 - 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 **Definitions (a term in italics is a defined term)**

1.1

In this contract, these terms (in any form) mean –

<p>adjustment date details of the adjustments to be made to the price under clause 14; a <i>Subscriber</i> (not being a party's solicitor) named in a notice served by a party as being authorised for the purposes of clause 20.6.8; the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; any day except a bank or public holiday throughout NSW or a Saturday or Sunday; a cheque that is not postdated or stale; a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion; the time of day at which completion is to occur; the rules made under s12E of the Real Property Act 1900; a deposit bond or guarantee with each of the following approved by the vendor –</p> <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; <p>vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); any discharging mortgage, charge, covenant charge or caveat or whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; document relevant to the title or the passing of title; the Electronic Conveyancing National Law (NSW); a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i>; a <i>Conveyancing Transaction</i> to be conducted for the parties by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i>;</p>	<p><i>deposit-holder</i> deposit bond conveyancing rules completion time clearing certificate cheque business day bank</p>	<p>adjustment figures authorised <i>Subscriber</i> bank business day cheque clearing certificate completion time conveyancing rules deposit-bond deposit-holder discharging mortgage document of title electronic document electronic transaction electronic transfer FRCGW percentage FRCGW remittance GST Act GST rate GSTRW payment GSTRW rate incoming mortgage legislation manual transaction normally participation rules party property planning agreement populate</p>	<p>the earlier of the giving of possession to the purchaser or completion; details of the adjustments to be made to the price under clause 14; a <i>Subscriber</i> (not being a party's solicitor) named in a notice served by a party as being authorised for the purposes of clause 20.6.8; the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; any day except a bank or public holiday throughout NSW or a Saturday or Sunday; a cheque that is not postdated or stale; a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion; the time of day at which completion is to occur; the rules made under s12E of the Real Property Act 1900; a deposit bond or guarantee with each of the following approved by the vendor –</p> <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; <p>vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); any discharging mortgage, charge, covenant charge or caveat or whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; document relevant to the title or the passing of title; the Electronic Conveyancing National Law (NSW); a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i>; a <i>Conveyancing Transaction</i> to be conducted for the parties by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i>;</p> <p>a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the parties <i>Conveyancing Transaction</i>; the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at 1 July 2017); a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a variation served by a party; A New Tax System (Goods and Services Tax) Act 1999; the rate mentioned in s4 of A New Tax System (Goods and Services Tax) Act 1999; - General) Act 1999 (10% as at 1 July 2000); a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act (the price multiplied by the <i>GSTRW rate</i>); the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; an Act or a by-law, ordinance, regulation or rule made under an Act; a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i>; subject to any other provision of this contract; the participation rules as determined by the <i>ECNL</i>;</p> <p>each of the vendor and the purchaser; the land, the improvements, all fixtures and the inclusions, but not the exclusions; a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i>;</p> <p>to complete data fields in the <i>Electronic Workspace</i>;</p>
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<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7	If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
3.8	The amount of any deposit-bond does not form part of the price for the purposes of clause 16.5.
3.9	The vendor must give the purchaser any original deposit-bond –
3.10	<p>3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or</p> <p>3.10.2 if the purchaser serves prior to termination a notice disputing the vendor's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the deposit-holder as stakeholder.</p>
3.11	<p>If this contract is terminated by the purchaser –</p> <p>3.11.1 normally, the vendor must give the purchaser any original deposit-bond; or</p> <p>3.11.2 if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the deposit-holder as stakeholder.</p>
4	Electronic transaction
4.1	This Conveyancing Transaction is to be conducted as an electronic transaction unless –
4.1.1	the contract says this transaction is a manual transaction, giving the reason, or
4.1.2	a party serves a notice stating why the transaction is a manual transaction, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
4.2	and in both cases clause 30 applies.
4.2.1	if, because of clause 4.1.2, this Conveyancing Transaction is to be conducted as a manual transaction – each party must –
	<ul style="list-style-type: none"> • bear equally any disbursements or fees, and • otherwise bear that party's own costs, <p>incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and</p>
4.2.2	if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
4.3	The parties must conduct the electronic transaction –
4.3.1	in accordance with the participation rules and the ECNL; and
4.3.2	using the nominated ELN, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an ELN which can interoperate with the nominated ELN.
4.4	A party must pay the fees and charges payable by that party to the ELNO and the Land Registry. Normally, the vendor must within 7 days of the contract date create and populate an Electronic Workspace with title data and the date for completion, and invite the purchaser to the Electronic Workspace.
4.5	If the vendor has not created an Electronic Workspace in accordance with clause 4.5, the purchaser may create and populate an Electronic Workspace and, if it does so, the purchaser must invite the vendor to the Electronic Workspace.
4.6	The parties must, as applicable to their role in the Conveyancing Transaction and the steps taken under clauses 4.5 or 4.6 –
4.7.1	promptly join the Electronic Workspace after receipt of an invitation;
4.7.2	create and populate an electronic transfer;
4.7.3	invite any discharging mortgagee or incoming mortgagee to join the Electronic Workspace; and
4.7.4	populate the Electronic Workspace with a nominated completion time.
4.8	If the transferee in the electronic transfer is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9	The vendor can require the purchaser to include a covenant or easement in the electronic transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10	If the purchaser must make a GSTRW payment or an FRCGW remittance, the purchaser must populate the Electronic Workspace with the payment details for the GSTRW payment or FRCGW remittance payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
4.11	Before completion, the parties must ensure that –
4.11.1	all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
4.11.2	all certifications required by the ECNL are properly given; and
4.11.3	they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.
4.12	If the computer systems of any of the Land Registry, the ELNO, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

8.2	If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can terminate by serving a notice. After the termination – the purchaser can recover the deposit and any other money paid by the purchaser under this contract;	8.2.1
	the purchaser can sue the vendor to recover damages for breach of contract; and	8.2.2
	if the purchaser has been in possession a party can claim for a reasonable adjustment.	8.2.3
9	Purchaser's default	
9.1	If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can terminate by serving a notice. After the termination the vendor can – keep or recover the deposit (to a maximum of 10% of the price); hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –	9.2.1
	for 12 months after the termination; or	9.2.2
	if the vendor commences proceedings under this clause within 12 months, until those proceedings are concluded; and	9.3.1
9.3	sue the purchaser either – where the vendor has resold the property under a contract made within 12 months after the termination, to recover – the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or	9.3.2
	to recover damages for breach of contract.	
10	Restrictions on rights of purchaser	
10.1	The purchaser cannot make a claim or requisition or rescind or terminate in respect of – the ownership or location of any fence as defined in the Dividing Fences Act 1991; a service for the property being a joint service or passing through another property, or any service for another property passing through the property (service includes air, communication, drainage, electricity, garbage, gas, oil, radiating sewerage, telephone, television or water service); a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support; any change in the property due to fair wear and tear before completion; a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract; a condition, exception, reservation or restriction in a Crown grant; the existence of any authority or licence to explore or prospect for gas, minerals or petroleum; any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).	10.1.1 10.1.2 10.1.3 10.1.4 10.1.5 10.1.6 10.1.7 10.1.8 10.1.9
10.2	The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions. Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan or survey as regards limited title).	10.2
11	Compliance with work orders	
11.1	Normally, the vendor must by completion comply with a work order made on or before the contract date and if this contract is completed the purchaser must comply with any other work order.	11.1
11.2	If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay the expense of compliance to the purchaser.	11.2
12	Certificates and inspections	
12.1	The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – to have the property inspected to obtain any certificate or report reasonably required;	12.1
12.2	to apply (if necessary in the name of the vendor) for – any certificate that can be given in respect of the property under legislation; or a copy of any approval, consent, certificate, direction, notice or order in respect of the property given under legislation, even if given after the contract date; and	12.2.1 12.2.2
12.3	to make 1 inspection of the property in the 3 days before a time appointed for completion.	12.3

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the property is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the property.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the property (or any part of the property).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14	Adjustments
14.1	Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the <i>adjustment date</i> after which the purchaser will be entitled and liable.
14.2	The parties must make any necessary adjustment on completion, and – 14.2.1 the purchaser must provide the vendor with <i>adjustment figures</i> at least 2 <i>business days</i> before the date for completion; and 14.2.2 the vendor must confirm the <i>adjustment figures</i> at least 1 <i>business day</i> before the date for completion.
14.3	If an amount that is adjustable under this contract has been reduced under <i>legislation</i> , the parties must on completion adjust the reduced amount.
14.4	The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the <i>adjustment date</i> – 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable; 14.4.2 by adjusting the amount that would have been payable if at the start of the year – • the person who owned the land owned no other land; • the land was not subject to a special trust or owned by a non-concessional company; and • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
14.5	The parties must not adjust any first home buyer choice property tax.
14.6	If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
14.7	If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the <i>adjustment date</i> , the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbillable days up to and including the <i>adjustment date</i> .
14.8	The vendor is liable for any amount recoverable for work started on or before the contract date on the <i>property</i> or any adjoining footpath or road.
15	Date for completion The parties must complete by the date for completion and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.
16	Completion
16.1	• Vendor Normally, on completion the vendor must cause the legal title to the <i>property</i> (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
16.2	The legal title to the <i>property</i> does not pass before completion.
16.3	If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
16.4	If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
16.5	• Purchaser On completion the purchaser must pay to the vendor – 16.5.1 the price less any – • deposit paid; • FRCGW remittance payable; • GSTRW payment; and • any other amount payable by the vendor to the purchaser under this contract; and 16.5.2 any other amount payable by the purchaser under this contract.
16.6	If any of the deposit is not covered by a <i>deposit-bond</i> , at least 1 <i>business day</i> before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the <i>depositholder</i> to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
16.7	On completion the deposit belongs to the vendor.
17	Possession
17.1	Normally, the vendor must give the purchaser vacant possession of the <i>property</i> on completion.
17.2	The vendor does not have to give vacant possession if – 17.2.1 this contract says that the sale is subject to existing tenancies; and 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3	Normally, the purchaser can claim compensation (before or after completion) or <i>rescind</i> if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*; any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14	The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
20.15	Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16	Each party consents to – 20.16.1 any party signing this contract electronically; and 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
20.17	Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
21	Time limits in these provisions
21.1	If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2	If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3	The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4	If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5	If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
21.6	Normally, the time by which something must be done is fixed but not essential.
22	Foreign Acquisitions and Takeovers Act 1975
22.1	The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2	This promise is essential and a breach of it entitles the vendor to terminate.
23	Strata or community title
23.1	This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2	Definitions and modifications
23.2.1	'change', in relation to a scheme, means – • a registered or registrable change from by-laws set out in this contract; • a change from a development or management contract or statement set out in this contract; or • a change in the boundaries of common property; 'common property' includes association property for the scheme or any higher scheme; 'contribution' includes an amount payable under a by-law; 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021; 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021; 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind; 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme; 'the property' includes any interest in common property for the scheme associated with the lot; and 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are – • normal expenses; • due to fair wear and tear; • disclosed in this contract; or • covered by moneys held in the capital works fund.
23.2.2	
23.2.3	
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23.2.6	
23.2.7	
23.2.8	
23.2.9	
23.3	Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it. 23.3.1, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4	Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
23.5	Adjustments and liability for expenses The parties must adjust under clause 14.1 – 23.5.1 a regular periodic contribution; 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4	If the <i>property</i> is subject to a tenancy on completion –	24.4.1	the vendor must allow or transfer –
			• any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
			• any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
			• any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
24.4.2	If the security is not transferable, each <i>party</i> must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;	24.4.3	the vendor must give to the purchaser –
			• at least 2 <i>business days</i> before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
			• any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
			• a copy of any disclosure statement given under the Retail Leases Act 1994;
			• a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
			• any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
24.4.4	the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and	24.4.5	the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
25	Qualified title, limited title and old system title	25.1	This clause applies only if the land (or part of it) –
		25.1.1	is under qualified, limited or old system title; or
		25.1.2	on completion is to be under one of those titles.
25.2	The vendor must serve a proper abstract of title <i>within 7 days</i> after the contract date.	25.3	If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.
25.4	An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –	25.4.1	shows its date, general nature, names of parties and any registration number; and
		25.4.2	has attached a legible photocopy of it or of an official or registration copy of it.
25.5	An abstract of title –	25.5.1	must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
		25.5.2	in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
		25.5.3	<i>normally</i> , need not include a Crown grant; and
		25.5.4	need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.6	In the case of land under old system title –	25.6.1	in this context, 'transfer' means conveyance;
		25.6.2	the purchaser does not have to serve the transfer until after the vendor has served a proper abstract of title; and
		25.6.3	each vendor must give proper covenants for title as regards that vendor's interest.
25.7	In the case of land under limited title but not under qualified title –	25.7.1	<i>normally</i> , the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metres and bounds description or a plan of the land);
		25.7.2	clause 25.7.1 does not apply to a document which is the good root of title; and
		25.7.3	the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
25.8	On completion the vendor must give the purchaser any <i>document of title</i> that relates only to the <i>property</i> .	25.9	If on completion the vendor has possession or control of a <i>document of title</i> that relates also to other <i>property</i> , the vendor must produce it as and where necessary.
25.10	The vendor must give a proper covenant to produce where relevant.	25.11	The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.12	If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the <i>Land Registry</i> of the registration copy of that document.		

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

29.8	If the parties cannot lawfully complete without the event happening –
29.8.1	If the event does not happen within the time for it to happen, either party can rescind;
29.8.2	If the event involves an approval and an application for the approval is refused, either party can rescind;
29.8.3	the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.
29.9	A party cannot rescind under clauses 29.7 or 29.8 after the event happens.
30	Manual transaction
30.1	This clause applies if this transaction is to be conducted as a manual transaction.
30.2	Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
30.3	If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
30.4	If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5	The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
30.6	Normally, the parties must complete at the completion address, which is –
30.6.1	if a special completion address is stated in this contract – that address; or
30.6.2	if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
30.6.3	in any other case – the vendor's solicitor's address stated in this contract.
30.7	The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8	If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
30.9	On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or settlement cheque.
30.10	Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so –
30.10.1	the amount is to be treated as if it were paid; and
30.10.2	the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).
30.11	If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
30.12	If the purchaser must make a GST/RW payment the purchaser must –
30.12.1	produce on completion a settlement cheque for the GST/RW payment payable to the Deputy Commissioner of Taxation;
30.12.2	forward the settlement cheque to the payee immediately after completion; and
30.12.3	serve evidence of receipt of payment of the GST/RW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13	If the purchaser must pay an FRCGW remittance, the purchaser must –
30.13.1	produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation;
30.13.2	forward the settlement cheque to the payee immediately after completion; and
30.13.3	serve evidence of receipt of payment of the FRCGW remittance.
31	Foreign Resident Capital Gains Withholding
31.1	This clause applies only if –
31.1.1	the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
31.1.2	a clearance certificate in respect of every vendor is not attached to this contract.
31.2	If the vendor serves any clearance certificate or variation, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.
31.3	The purchaser must at least 2 business days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4	The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5	If the vendor serves in respect of every vendor either a clearance certificate or a variation to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

3/333 HIGH ST, MAITLAND 2320

1. Alterations to Printed Form

The vendor and the purchaser agree that the clauses of the printed form of Contract are amended as follows:

a) Clause 14.2.2 shall be deleted.

b) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."

c) Clause 23.9.1 shall be deleted.

d) Clause 23.13 is amended and replaced with "The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email."

e) Clause 23.14 shall be deleted.

2. Claims by the Purchaser

Notwithstanding the provisions of Clauses 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the vendor to rescind this contract.

3. Reasonable Notice

3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.

3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Four Hundred Dollars (\$400.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.

3.3. The purchaser's obligation to pay the sum referred to in clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

4. Liquidated Damages

4.1. In the event that the purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.

4.2. The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;

4.3. The purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

5. Adjustment of Rates

Condition 14.2 of this agreement is hereby varied by the addition of the following sentence; "The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption."

6. Incapacity of Party

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or become mentally ill or being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this agreement by notice in writing served on the other party and thereupon this Contract shall be at an end and the provisions of clause 19 hereof shall apply.

7. Condition of Property

The purchaser acknowledges to the vendor that:

7.1 The purchaser relies upon his own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the vendor (except as are expressly set out in this contract).

7.2 The purchaser is satisfied as to the approved and capable use and condition of the property.

7.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation or undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.

7.4 The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.

7.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

8. Deposit

In the event:

- a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- b) The Purchaser has paid a deposit of less than 10% of the purchase price; and
- c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this Agreement.

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.

13. Limited Title

The Requisitions on Title attached to this contract are taken to have been served on both parties upon exchange of contracts.

12. Requisitions on Title

The purchaser acknowledges that in the event the vendor wishes to enter into Contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of Contracts to occur. The Purchaser hereby irrevocably authorizes the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchase of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

11. Release of Deposit

The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendors Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims suits actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendors agent (if any) arising from any such introduction in breach of this warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendors Agents (if any).

10. Warranty as to Real Estate

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** (www.depositassure.com.au).

- a) is underwritten by **QBE Insurance (Australia) Ltd**;
- b) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the Contract;
- c) must be valid for the period of the Contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the Contract and the sale of the property.

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

9. Deposit Bond

14. Electronic Signatures

- 14.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument
- 14.2. Execution by the parties of the contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding execution of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.
- 14.3. The purchaser acknowledges and agrees that an original 'ink' signed copy of the vendor's signed contract will not be provided.
- 14.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition.

15. Error in Adjustment of Outgoings

Should any apportionment of outgoings required to be made under this contract, be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this contract.

16. Mine Subsidence

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/ or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

17. Deposit by Instalments under Cooling Off Period

Notwithstanding Clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) instalments as follows:-

- 17.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract;
and
- 17.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this Contract was made.

18. Sewer Diagram

- 18.1. The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.
- 18.2. The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC), HWC does not make Sewer Lines Location Diagrams available in the ordinary course of administration. The purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract, or delay the completion of this Contract due to the matter disclosed in this Special Condition.
- 18.3. The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply

23. Irrevocable Authority

Should the Contract be rescinded then the above fees will fall payable immediately by the purchaser to the vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding. This is an essential term of the Contract.

If a cooling-off period or subject to finance period applies to this Contract then on request for extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of \$220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

22. Extension(s) to Cooling Off Period and/or Subject to finance clause.

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any Certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

21. Caveat or Mortgage

The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant, in writing, 30 days' notice that the tenant is required to vacate the property ("the Notice"). The vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the 30 day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

20. Tenancy

19.3. Clause 11.1 of the Contract is amended to the extent that it is the purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given or Order was made prior to or after the date hereof.

19.2. The purchaser shall not be entitled to make an objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provisions of the Swimming Pool Legislation.

19.1. The vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation".

19. Swimming Pool

an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement.
No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

24. Release of Deposit for Settlement

If the vendor (or any one of the vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the vendor's representative for the vendors to use at completion.

25. GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

26. Settlement Figures

The purchaser's representative must prepare and serve the proposed settlement sheet with supporting certificates to the vendor's representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than (5) business days prior to completion, the purchaser will allow the sum of \$200.00 plus GST to cover the vendor's representative's costs for late preparation of the Settlement Adjustment Sheet.

27. Company Guarantee & Indemnity

27.1. The provisions of this special condition 27 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 26 is an essential term of this Contract.

27.2. The word guarantor means each director of the Purchaser as at the date of this Contract.
27.3. If the guarantor has not signed where provided under this special condition 27, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.

27.4. Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;

a) Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and
b) Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.

27.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.

27.6. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 27.

SIGNED IN MY PRESENCE BY
THE
GUARANTOR
who is known to me:

.....
Signature of Guarantor

.....
Signature of Witness
.....
Print Name of Witness
.....
Address of Witness

SIGNED IN MY PRESENCE BY
THE
GUARANTOR
who is known to me:

.....
Signature of Guarantor

.....
Signature of Witness
.....
Print Name of Witness
.....
Address of Witness

STRATA PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*).
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged, withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996*(The Act).
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. In respect of the property and common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.

15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
16. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
17. If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (a) is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (b) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
18. In respect to the property and the common property:
- (a) is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
19. Is the Vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- Owners Corporation Management**
- 21. Has the initial period expired?
 - 22. If the property includes a utility lot, please specify the restrictions.
 - 23. If there are any applications or orders under Chapter 5 of the Act, please provide details.
 - 24. Do any special expenses (as defined in clause 23.2 of the contract) exceed 1% of the price?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
- 26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 - 27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 - 28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 - 29. The purchaser reserves the right to make further requisitions prior to completion.
 - 30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 3/SP90936

SEARCH DATE	TIME	EDITION NO	DATE
31/7/2024	9:51 AM	5	26/6/2019

LAND

LOT 3 IN STRATA PLAN 90936
AT MAITLAND
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

MATTHEW CALDWELL THOMAS
LISA JANE THOMAS
AS JOINT TENANTS (T AP348098)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90936
- 2 AP348099 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP90936

SEARCH DATE 31/7/2024
 TIME 9:51 AM
 EDITION NO 2
 DATE 9/12/2022

LAND

 THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90936
 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MAITLAND
 LOCAL GOVERNMENT AREA MAITLAND
 PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM SP90936

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90936
 ADDRESS FOR SERVICE OF DOCUMENTS:
 333 HIGH STREET
 MAITLAND NSW 2320

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE
 STRATA PLAN
- 3 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION
 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
 INCORPORATES DEVELOPMENT 7
 AS640674 AMENDMENT TO STRATA DEVELOPMENT CONTRACT
 EASEMENT TO DRAIN SEWAGE & WATER 0.61 MIDE &
 VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED
 IN THE TITLE DIAGRAM
- 5 DP647068 EASEMENT FOR SUPPORT VARIABLE WIDTH APPURTENANT TO
 THE LAND ABOVE DESCRIBED
- 6 SP90936 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AFFECTING THE
 PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1100)

STRATA PLAN 90936		STRATA PLAN 90936	
LOT ENT	LOT ENT	LOT ENT	LOT ENT
1 - 150	2 - 160	3 - 155	4 - 160
5 - 200	6 - 175	7 - 100	

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90936

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

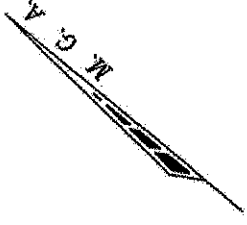
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241378

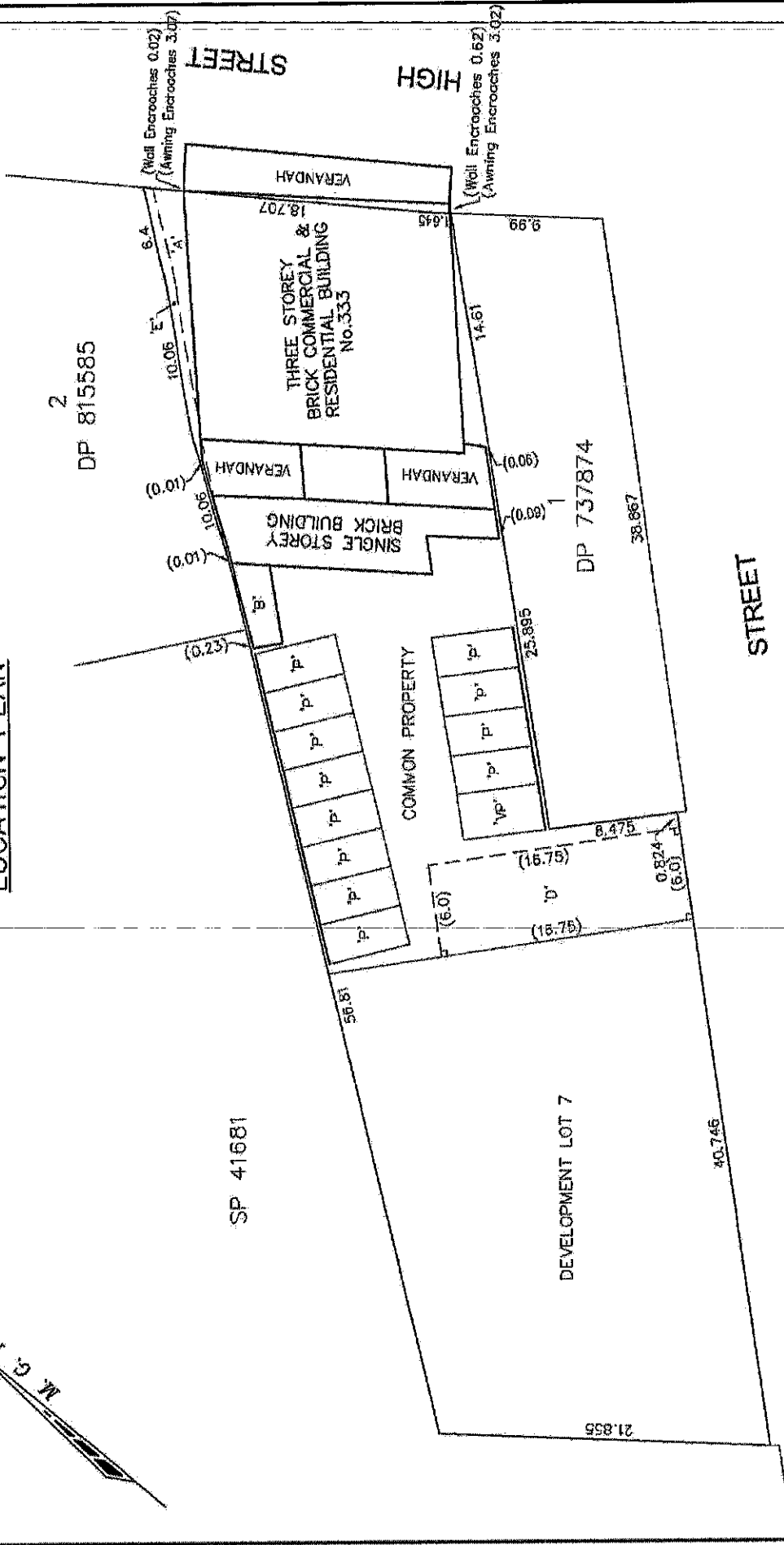
PRINTED ON 31/7/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



LOCATION PLAN



- 'A' - STAIRWELL AREA (COMMON PROPERTY)
- 'B' - BIN AREA (COMMON PROPERTY)
- 'D' - RIGHT OF CARRIAGEWAY, 6 WIDE
- 'E' - EASEMENT TO DRAIN SEWAGE & WATER, 0.61 WIDE & VARIABLE WIDTH (P 682569).
- 'p' - CAR PARK
- 'vp' - VISITOR CAR PARKING

Surveyor: GEOFFREY ALLAN GOLLEGE
 Surveyor's Ref: 596.07
 Subdivision No: 131857
 Lengths are in metres. Reduction Ratio 1:250

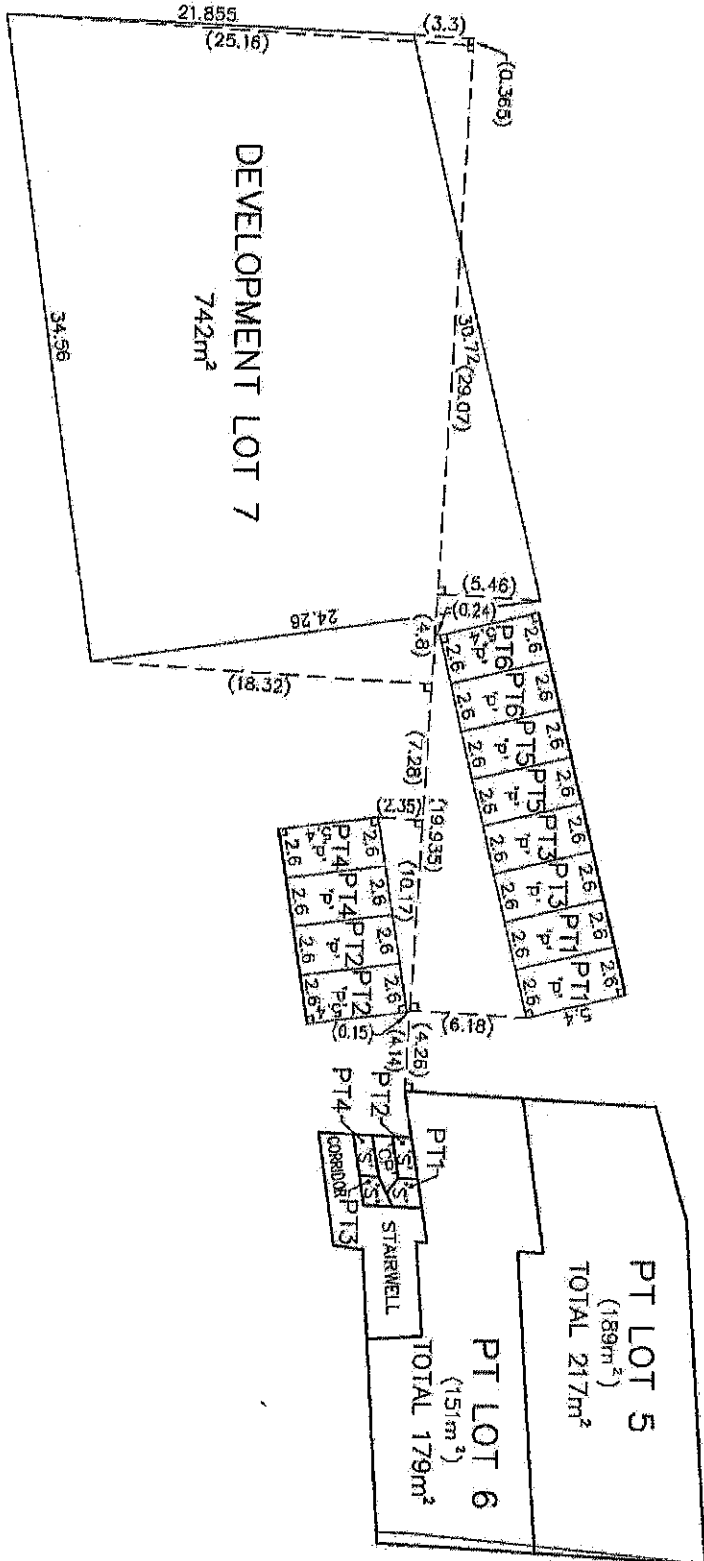
Registered
 13.2.2015

SP90936



AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

GROUND FLOOR PLAN



DEVELOPMENT LOT 7
742m²

PT LOT 5
(189m²)
TOTAL 217m²

PT LOT 6
(151m²)
TOTAL 179m²

- CP - COMMON PROPERTY
- P - CAR PARK (14m²)
- S - STORE ROOM
- STAIRWELL AND CORRIDOR AREAS ARE COMMON PROPERTY.

DEVELOPMENT LOT 7 IS LIMITED IN DEPTH TO 2m BELOW AND IN HEIGHT TO 13m ABOVE THE UPPER CONCRETE SURFACE OF THE CARPARK FOR LOT 5.

STORE ROOM AREAS	
PT1	2m ²
PT2	2m ²
PT3	2m ²
PT4	2m ²

Surveyor: **GEOFFREY ALLAN COLLEGE**
 Surveyor's Ref: 506.07
 Subdivision No: 131867
 Lengths are in metres. Reduction Ratio 1:250

Registered
 13.2.2015

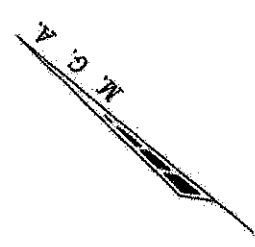
SP90936



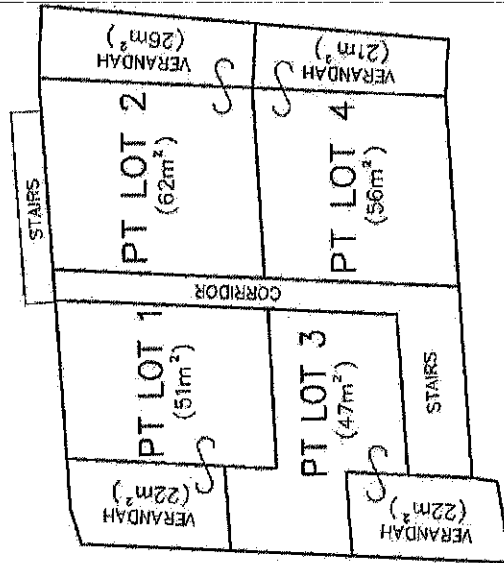
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2 (AS)

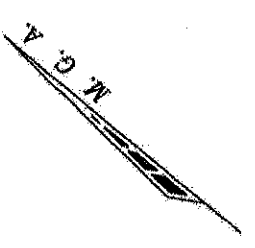
AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.



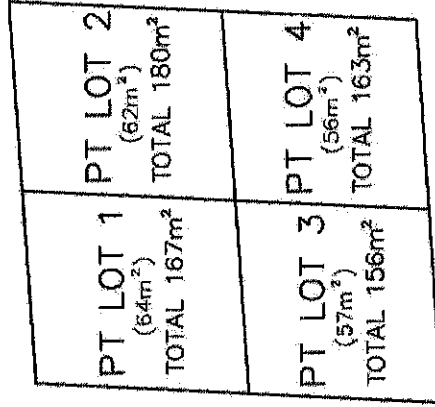
FIRST FLOOR PLAN



STAIRS AND CORRIDOR AREAS ARE COMMON PROPERTY.
 VERANDAHS ARE FOR THE EXCLUSIVE USE OF THE ADJOINING OWNERS.
 VERANDAHS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE ROOF COVERING THEM AND IN DEPTH TO 0.2m BELOW THEIR RESPECTIVE UPPER SURFACE.



SECOND FLOOR PLAN



Surveyor: GEOFFREY ALLAN GOLLEGE
 Surveyor's Ref: 508.07
 Subdivision No: 131857
 Lengths are in metres. Reduction Ratio 1: 200

Registered




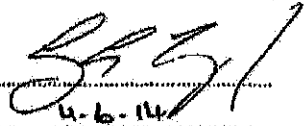
 13.2.2015

SP90936

02261NW

STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  13.2.2015</p> <p>Purpose: STARA PLAN</p>	<p style="text-align: right;">Use Only</p> <div style="text-align: center;">  <p style="font-size: 1.5em; margin-top: 10px;">SP90936 S</p> </div>
<p>PLAN OF SUBDIVISION OF LOT 101 DP 1193935</p>	<p>LGA: MAITLAND Locality: MAITLAND Parish: MAITLAND County: NORTHUMBERLAND</p>
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) The Council of <u>MAITLAND</u> The Accredited Certifier: Accreditation number: has made the required inspections and is satisfied that the requirements of; * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012, * (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>(4) The building encroaches on a public place and; * (a) The Council does not object to the encroachment of the building beyond the alignment of <u>HIGH STREET</u> * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>(6) This approval is given on the condition that lot(s) <u>1A</u> are created as utility lots in accordance with section 30 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <u>5.6.14</u> Subdivision number: <u>131857</u> Relevant Development Consent number: <u>DA131857</u> Issued by: <u>Maitland City Council</u></p> <p>Signature:  Authorised Person/General Manager/Accredited Certifier</p> <p>* strike through if inapplicable. * insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners - Strata Plan No 90936 No. 333 HIGH STREET MAITLAND NSW 2320</p> <hr/> <p>The adopted by-laws for the scheme are: * RESIDENTIAL & COMMERCIAL Model By-laws * together with Keeping of animals Option A/B/C * By-laws in <u>23</u> sheets filed with plan. * Strike through if inapplicable. * insert the type to be adopted (Schedule 2 - 7 Strata Schemes Management Regulation 2010)</p> <hr/> <p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p><u>GEOFFREY ALLAN GOLLEDGE</u> of <u>PO BOX 132 MAITLAND NSW 2320</u> a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certifies that:</p> <p>(1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met; * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>(2) * (a) the building encroaches on a public place; * (b) the building encroaches on land (other than a public place), and an appropriate easement has been created by to permit the encroachment to remain.</p> <p>(3) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:  Date: <u>4.6.14</u></p> <p>* Strike through if inapplicable. * Insert the Deposited Plan Number or Dealing Number of the Instrument that created the easement</p>
<p>Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A</p>	<p>SURVEYOR'S REFERENCE: 506.07</p>

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

<p>STRATA PLAN ADMINISTRATION SHEET</p> <p>Sheet 2 of 3 sheet(s)</p> <p style="text-align: right;">Office Use Only</p>	<p>Registered: 13.2.2015</p> <p>PLAN OF SUBDIVISION OF LOT 101 DP 1193935</p> <p>Subdivision Certificate number: 131857 Date of endorsement: 5/6/14</p> <p style="text-align: right;">Office Use Only</p>																				
<p>SP90936</p>																					
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A Schedule of Unit Entitlements; • Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919; • Signatures and seals - see 185D Conveyancing Act 1919. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																					
<p>SCHEDULE OF UNIT ENTITLEMENT</p>																					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">LOT No.</th> <th style="width:50%;">UNIT ENTITLEMENT</th> </tr> <tr> <td>1</td> <td>150</td> </tr> <tr> <td>2</td> <td>160</td> </tr> <tr> <td>3</td> <td>155</td> </tr> <tr> <td>4</td> <td>160</td> </tr> <tr> <td>5</td> <td>200</td> </tr> <tr> <td>6</td> <td>175</td> </tr> <tr> <td>7</td> <td>100</td> </tr> <tr> <td colspan="2" style="text-align: center;">AGGREGATE</td> </tr> <tr> <td></td> <td>1100</td> </tr> </table>	LOT No.	UNIT ENTITLEMENT	1	150	2	160	3	155	4	160	5	200	6	175	7	100	AGGREGATE			1100
LOT No.	UNIT ENTITLEMENT																				
1	150																				
2	160																				
3	155																				
4	160																				
5	200																				
6	175																				
7	100																				
AGGREGATE																					
	1100																				
<p>Warning Statement regarding the initial Schedule of Unit Entitlements The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28AAA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Leasehold Development) Act 1986.</p>																					
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants (If space is insufficient use additional annexure sheet)</p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE: - 1) RIGHT OF CARRIAGEWAY, 6 MIDE</p>																					
<p>SURVEYOR'S REFERENCE: 506.07</p>																					

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  13.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 101
DP 1193935

SP90936

- This sheet is for the provision of the following information as required:
- A Schedule of Unit Entitlements.
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
 - Signatures and seals - see 195D *Conveyancing Act 1919*.
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 131857

Date of endorsement: 5.6.14

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants (If space is insufficient use additional annexure sheet)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Leelane Pty Ltd ABN 63 125615205
Authority: section 127 of the Corporations Act 2001 (Cth)


Signature of authorised person

Karl Waeger

Name of authorised person

Director/secretary

Office held


Signature of authorised person

Michael Waeger

Name of authorised person

Director


Office held

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.
[See note* below]


Signature of witness

Marisa Guanzon Bull
36 Wickham Tce, Brisbane Qld
Name and address of witness 4000

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.


Signature of attorney

Joanne Kathryn Partington
Name of attorney signing on behalf of
Suncorp-Metway Limited ABN 66 010 831 722
Power of Attorney: Book 3859 No: 372


I certify that I am an eligible witness and that the lessee signed this instrument in my presence.
[See note* below]


Signature of witness

Jessica Nolan, 333A High Street, Maitland

Name and address of witness

Certified correct for the purposes of the Real Property Act 1900 by the lessee named below.


Signature of lessee

Michael Raymond Nolan

Name of lessee

NOTE: * Section 117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

13

This Plan Contains a Development Contract Comprising 13 sheets

SURVEYOR'S REFERENCE: 506.07

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 4 sheets)

Plan of subdivision of Lot 101/1193935

Covered by Subdivision Certificate No.131857



SP90936 B

Full name and address
 of the owner of the land:

Leelane Pty Limited A3N63125615205
 17 Shipley Drive Rutherford NSW 2320

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 6 wide (marked 'D' on the plan)	Common Property	Lot 7

Part 2 (Terms)

1. Definitions

In this instrument the following definitions apply, unless a contrary intention appears:

Authorised Users means every person authorised by the Grantee for the purposes of any Easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Easement means the right of carriageway 6m wide and shown marked 'D' on the Plan.

Easement Site in relation to the Easement means the site of the Easement identified and defined on the Plan.

Grantee means from time to time the owner of an estate in fee simple or mortgagee in possession of a lot benefited.

Grantor means from time to time the owner of the estate in fee simple of the lot burdened.

Plan means the strata plan associated with this instrument.

SP90936

(Sheet 2 of 4 sheets)

2. Terms

Terms of Right of Carriageway 6 wide and marked on the Plan

1. The Grantor grants to the Grantee for the benefit of the Grantee and the Authorised Users the right:
 - a. by any reasonable means to go, pass and repass across the Easement Site to get to or from the lot benefited; and
 - b. to do anything reasonably necessary for that purpose including:
 - i. entering the Easement Site;
 - ii. taking anything onto the Easement Site; and
 - iii. carrying out work within the Easement Site, such as repairing or maintaining trafficable services, driveways or structures.
2. In exercising those powers the Grantee must:
 - a. ensure all work is done properly;
 - b. cause as little inconvenience as is practicable to the Grantor and any occupier of the lot burdened;
 - c. cause as little damage as is practicable to the lot burdened and any improvement on it;
 - d. restore the lot burdened as nearly as is practical to its former condition; and
 - e. make good any collateral damage.
3. The person having the right to release, vary or modify the restriction is the registered proprietor of Lot 7.

Two handwritten signatures in black ink, one appearing to be 'Shaw' and the other 'CD'.

SP90936

(Sheet 3 of 4 sheets)

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears below pursuant to the authority specified.

Corporation: Leelane Pty Ltd A91 63125615205
section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person
KARL WAEGER
Name of authorised person

Director
Office held

Signature of authorised person
Michael Weber
Name of authorised person

Director
Office held

I certify that I am an eligible witness and that an authorised officer of Maitland City Council signed this instrument in my presence.

[See note below]

Signature of witness
Karen Schröder
Name of witness
285 High St Maitland
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer
Leanne Harris
Name of authorised officer
Coordinator Development Assessment
Authority of officer
Signing on behalf of
Maitland City Council

* Section 117 RP Act requires that you must have known the signatory for more than 12 months or have signed identifying documentation.

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(Sheet 4 of 4 sheets)

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.

[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 3859 No. 672

LEVEL 1

Marisa Guanzon Bull
Signature of witness

Joanne Kathryn Partington
Signature of attorney

Marisa Guanzon Bull
Name of witness

Joanne Kathryn Partington
Name of attorney

36 Wickham Tce, Brisbane Qld
Address of witness 4000

Suncorp-Metway Limited
(ABN 66 010 831 722)

Signing on behalf of

Power of attorney - Book: 3859

- No. 372

REGISTERED  13.2.2015

* Section 117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



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Strata Development Contract

Warning

two (2)

This contract contains details of a strata scheme, which is proposed to be developed in (insert number) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973 or section 57AAA of the Strata Schemes (Leasehold Development) Act 1986.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973 or section 50 of the Strata Schemes (Leasehold Development) Act 1986.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973 or sections 54, 55 & 56 of the Strata Schemes (Leasehold Development) Act 1986.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

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The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

Description of Development

1. Description of Land

Folio Identifier 101/1193935.

2. Description of any non-strata land that is to be developed along with the strata scheme

Not applicable.

3. Description of any Land proposed to be added to the Scheme

Not applicable.

4. Description of Development Lot or Lots

Development Lot 7.

5. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973, Strata Schemes (Leasehold Development) Act 1986

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "warranted development - proposed development subject to a warranty" in the strata development contract and

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- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as "authorised proposals - proposed development not subject to a warranty" in the contract

(iii) Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or
- telephone service used in carrying out that development and for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision

- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths and
- heights of buildings, other structures and works and the density of development,

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in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

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- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise and
- to ensure that, while permitted development is being carried out, shelter and adjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1986 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. Warranted Development - proposed development subject to a warranty.
Development that the developer may be compelled to carry out.

There is no warranted development.

7. Authorised Proposals - proposed development not subject to a warranty.

Development that the developer is permitted to carry out, but not compelled to carry out.

Stage 2

(i) Description of Development

The development involves the construction of six (6) three level apartments consisting of undercover parking on Level 1, living areas and outdoor courtyards on Level 2 and bedrooms and amenities on Level 3 (see concept design plans and drawings annexed).

(ii) Common Property Amenities

Waste disposal bin storage area shown on concept design Proposed Site Plan.

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(iii) Schedule of Commencement and Completion

The commencement and completion schedule is not currently known.

 (iv) Schedule of Lots

8 to 13

Lots ~~1 to 6~~, being 6 lots in total.

(v) Working Hours

Proposed working hours are currently unknown.

(vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during Development and Permitted Uses of Common Property and Development Lots during development

The proposed arrangements are currently unknown but in any event will result in only minimal interruption to entry, exit, movement and parking of vehicles and permitted use of common property during development.

(vii) Landscaping

Landscaping will be undertaken in accordance with development standards prescribed by the consent authority.

(viii) Schedule of Materials and Finishes Completion of this item is optional
Indicate building materials and finishes.

See concept design plans and drawings annexed.

(ix) Vertical Staging

There is no vertical staged development in Stage 2.

(x) Contribution to Common Property Expenses

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During the period from the date of initial registration of the strata plan until the date of registration of a separate strata plan to incorporate the lots arising on the completion of the construction contemplated in Stage 2 ("the Final Registration Date"), the owners of Lots 1 to 6 in the strata plan shall be liable to make contributions to common property expenses incurred in that period in the proportion to which the individual unit entitlements of such lots bear to the aggregate of the unit entitlements not including Development Lot 7 and such that the owner of Development Lot 7 shall not be required to make any contribution to such expenses.

(xi) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

Strata Scheme Bylaws and a Strata Scheme Management Statement will be registered with the strata plan and shall apply to Lots 1 to 6 in the strata plan and Development Lot 7.

8. Date of Conclusion of Development Scheme

Not currently known but no later than 10 years from the date of registration of this contract.

9. Concept Plan

Plans and drawings annexed.

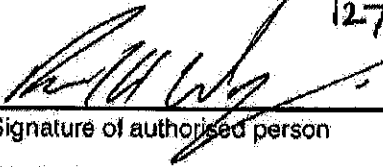
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SIGNATURES, CONSENTS, APPROVALS

Signature of Developer

Leelane Pty Limited
127 Corporations Law
ABN 63125615205



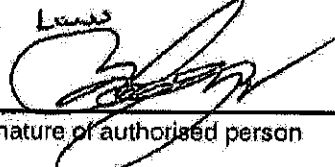
Signature of authorised person

Karl Waeger

Name of authorised person

Director/Secretary

Office held



Signature of authorised person

Michael Waeger

Name of authorised person

Director

Office held

Signature/seal of mortgagee, chargee,

covenant chargee or lessee

of the development lot

SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 8869 No. 372

LEVEL 1




Signature of mortgagee's attorney

Joanne Kathryn Partington

Name of attorney

Witnessed by:


Marisa Guanzon Bull
36 Wickham Tce, Brisbane
Qld 4000

Signing on behalf of Suncorp-Metway

Limited (ABN 66 010 831 722)

Power of attorney - Book _____

No. _____

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Certificate of Approval

It is certified:

- (a) That the consent authority has consented to the development described in Development Application No 13/1857 and
- (b) The carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) Any condition subject to which the consent was granted; or
 - (ii) The provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Signature of authorised officer

LEAHNAE HARRIS

Name of authorised officer

DEVELOPMENT ASSESSMENT COORDINATOR

Authority of officer

Signing on behalf of

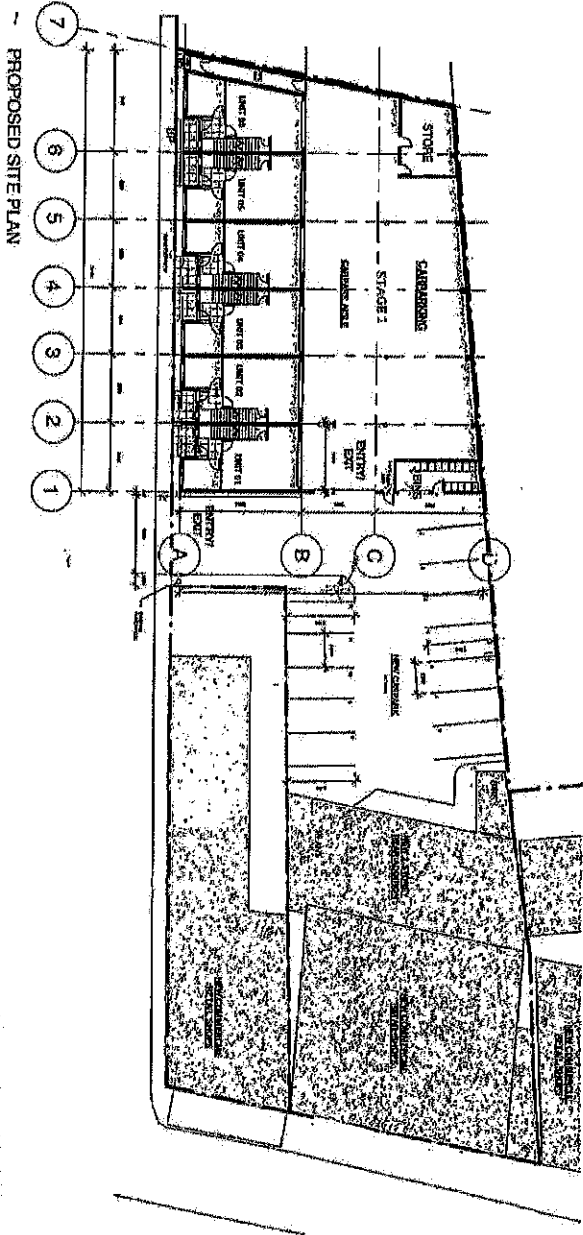
Maitland City Council

This is the approved form referred to in

Section 28C(1) Strata Schemes (Freehold Development) Act 1973
Section 43(1) Strata Schemes (Leasehold Development) Act 1986

APPROVED FORM 15A

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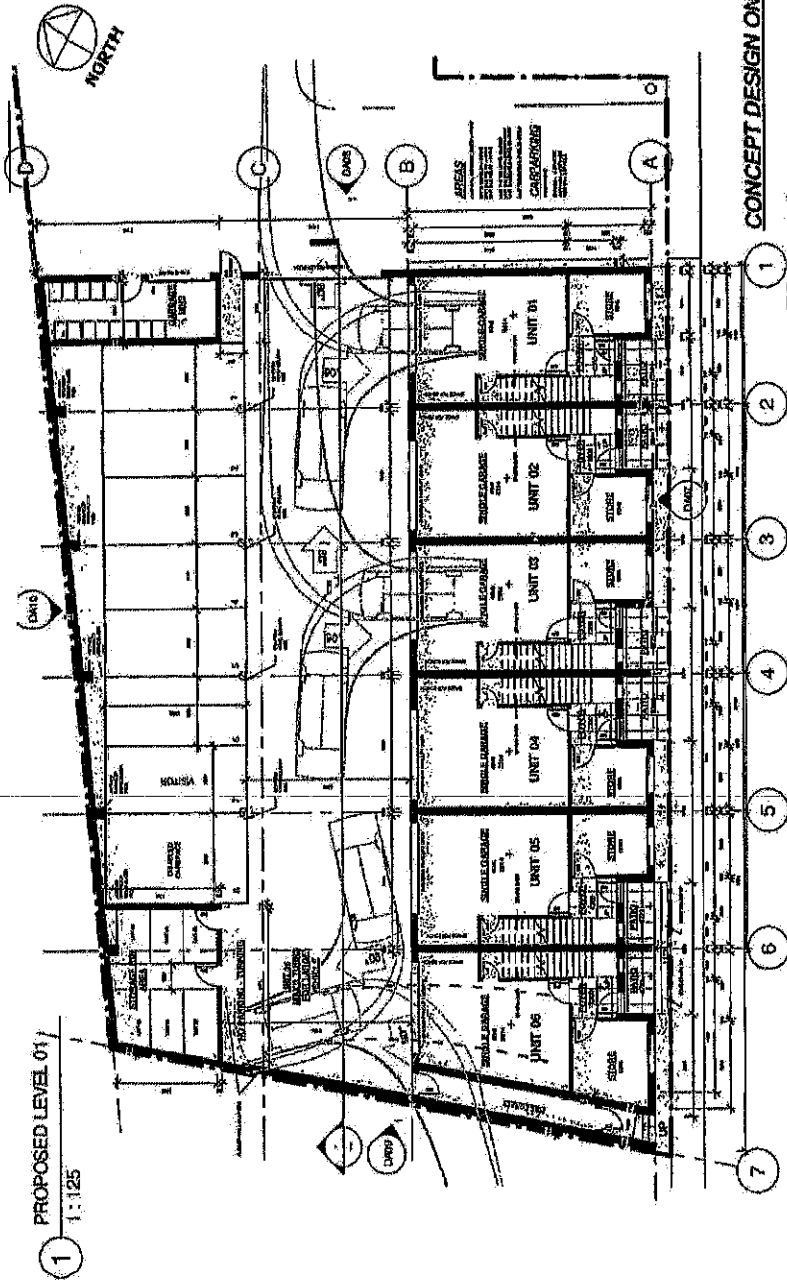


PROPOSED SITE PLAN

CONCEPT DESIGN ONLY

STRATA DEVELOPMENT CONTRACT CONCEPT PLAN PLAN OF DEVELOPMENT	
STRATA PLAN No.	Sheet 10 of 13 sheet(s)
CONSENTED TO:	
APPLICATION No.	
REGISTERED DATE:	

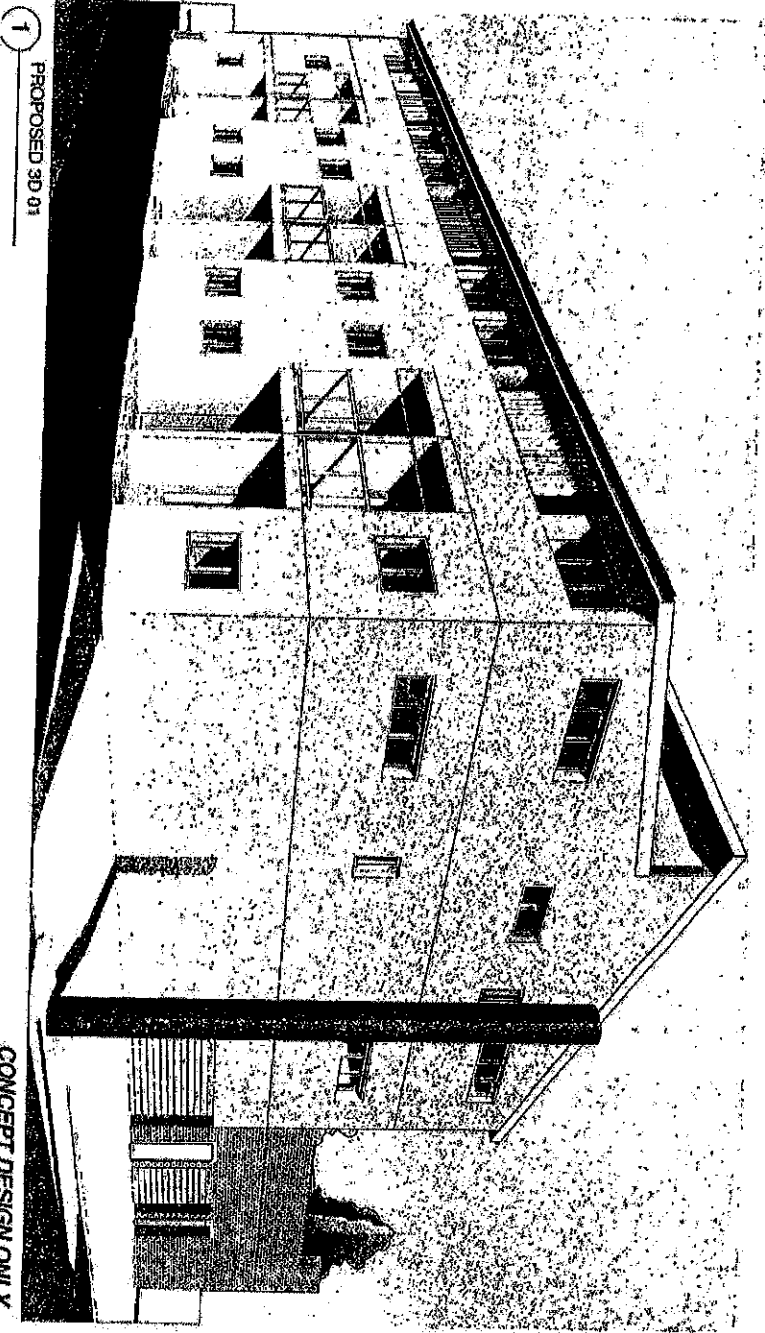
STRATA PLAN No.	
CONSENTED TO:	
APPLICATION No.	
REGISTERED DATE:	
STRATA DEVELOPMENT CONTRACT	
CONCEPT PLAN	
PLAN OF DEVELOPMENT	



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APPROVED FORM 15A

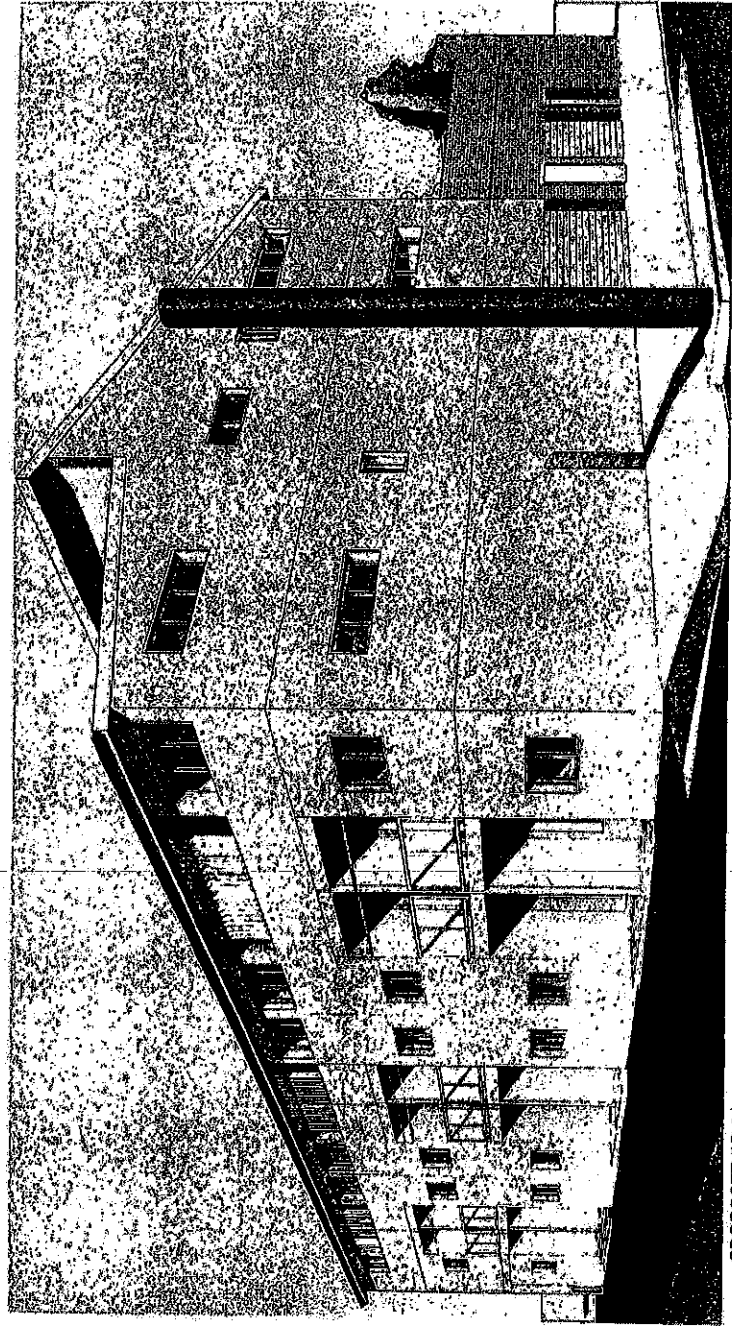


STRATA DEVELOPMENT CONTRACT	
CONCEPT PLAN	
PLAN OF DEVELOPMENT	
STRATA PLAN No.	13 of 13 sheets(s)
CONSENTED TO:	
APPLICATION No.	
REGISTERED DATE:	

APPROVED FORM 15A

STRATA PLAN No.
CONSENTED TO:
APPLICATION No.
REGISTERED DATE:

STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
 PLAN OF DEVELOPMENT



PROPOSED 3D 01

1

CONCEPT DESIGN ONLY

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Approved Form 27
By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.



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See annexure "A"

The consent of the Council to the above-mentioned by-laws is optional

This is the form referred to and must accompany a strata plan lodged for registration when it is intended to create developers by-laws

- Section 8(4C) Strata Schemes (Freehold Development) Act 1973
- Section 7(2CC) Strata Schemes (Leasehold Development) Act 1986

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Annexure A

1. Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Act the Strata Schemes Management Act 1996;

Building the 3 level historic building fronting 333 High Street Maitland consisting of 4 residential units and

2 retail/commercial spaces;

By-laws these by-laws;

Car Space a part of a lot which has been approved by the relevant consent authority for use as a car

space;

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Council Maitland City Council;

Development Consent means the determination of development application no 13/1867 issued by

Council and the concept plan as amended from time to time;

Excluded Dog:

(a) pit bull terrier;

(b) an American pit bull terrier;

(c) a dogo argentino;

(d) a tnil brasileiro;

(e) a Japanese tosa;

(f) any other outcross;

(g) any dog prohibited from importation into Australia by the Commonwealth government; and

(h) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

(a) monitors or signals the incidence of smoke, heat or fire within the Parcel;

(b) provides lighting in the case of smoke, heat or fire within the Parcel;

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- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the shared garbage room located on the ground floor of 333 High which is a shared facility;

Government Agency any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Lot a lot in the Strata Plan;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
- (b) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Residential Lot means a lot in a Residential Strata Scheme;

Residential Strata Schemes means the Strata Scheme and the strata scheme created on registration of a strata plan of subdivision over Lot 101 in Deposited Plan 1193935;

Rules the rules made under these by-laws;

Security Key a key, magnetic or other device used to:

- (a) open and close gates or locks; or
- (b) operate alarms, security systems or communications systems;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Short Term Lease a lease or any other arrangement that permits a person to occupy a Lot for a fee and where the term of the lease or other arrangement is for a period that is less than six weeks;

Storage Cage a part of a Lot which has been approved by the relevant consent authority for use as a storage cage;

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Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent; Strata Plan the strata plan registered with these by-laws; Strata Scheme the strata scheme constituted on registration of the Strata Plan and Visitor Car Parking Space that part of the Common Property noted as "VP" on the Strata Plan.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act

1.3 In these by-laws unless the contrary intention appears a reference to:

(a) the singular includes the plural and vice versa;

(b) any gender includes all other genders;

(c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and

(d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing;

1.9 Subject to an express provision in these by-laws the Owners Corporation must act reasonably;

(a) give consent conditionally or unconditionally; or

(b) withhold its consent.

1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

1.11 Subject to an express provision in these by-laws or any provision of the Act, consent by the Owners Corporation under these by-laws may be given by:

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- (a) the Owners Corporation at a general meeting; or
 - (b) the executive committee of the Owners Corporation at an executive committee meeting.
- 1.12 The Owners Corporation must give any consent required under these by-laws in writing

2. Laws and Instruments

2.1 These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation;
- (d) Permitted Persons; and
- (e) mortgagees in possession of a Lot.

Rules

- 2.5 The Owners Corporation may from time to time make Rules, or add to or change those Rules about the security, control, management, operation, use and enjoyment of a Lot or the Common Property in the Strata Scheme.
- 2.6 The Rules must be consistent with these by-laws.
- 2.7 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.8 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.9 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By Laws

2.10 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by laws and take all reasonable steps to ensure that their invitees or Permitted Persons also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee or Permitted Person leaves the Strata Scheme.

Compliance with Laws

2.11 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

2.12 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

2.13 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by laws and the provisions of the Act

Non-compliance

2.14 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) If the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot;
 - (ii) and pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by law are in addition to those available to it under the Act.

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Applications

- 2.15 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

3 Behaviour of Owners, Occupiers and Permitted Persons

Noise

- 3.1 An Owner or Occupier must not create noise on a Lot or the Common Property which might reasonably interfere with another Owner or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Common Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Children

- 3.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier does not remain in or on areas of Common Property which are of possible danger or hazard to children unless the child is accompanied by an adult exercising effective control.

Permitted Persons

- 3.4 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 3.5 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.6 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

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4 Common Property

Obligations of Owners and Occupiers

4.1 An Owner or Occupier may, unless specifically permitted by these by-laws, only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

- (a) leave anything on Common Property;
- (b) obstruct the use of Common Property;
- (c) use any part of Common Property for the Owner's or Occupier's own purposes;
- (d) erect any structure on Common Property;
- (e) attach any item to Common Property;
- (f) do or permit anything to be done to Common Property which might cause damage; or
- (g) alter Common Property.

4.2 By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e) or (g) of by-law 4.1.

4.3 An Owner or Occupier must:

- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect
- (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- (a) promptly notify the Owners Corporation of the damage caused; and
- (b) compensate the Owners Corporation accordingly.

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Safety

- 4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.7 The Owners Corporation must:

- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- (c) provide a copy of the annual fire safety statement referred to in by-law 4.7(b) to Council.

5 External Appearance

General

- 5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 5.2 To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour.

Hanging of Washing & Other Items

- 5.3 An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the balcony of a Lot.

Screens

- 5.4 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 5.5 An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

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6.6 Signage

An Owner or Occupier must not erect any signage, whether temporary or permanent, including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

6 Floor Coverings

6.1 Noise

An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

Without limiting the requirements of this by-law, if an Owner or Occupier wishes to use a floor finish within an Owner's Lot other than carpet and underlay, the impact insulation rating of an installed floor system shall have a weighted normalised impact sound pressure level with spectrum adaptation term $L_{n,w+Cl}$ of not greater than 48dB measured under ISO 15014-6 rated in accordance with ISO 717-2 or a weighted standardised impact sound pressure level with spectrum adaptation term $L_{nT,w+Cl}$ of not greater than 48dB measured in accordance with ISO 140-7 and rated to ISO 717-2. Where this by-law is in conflict with other by-laws, the standard set in this by-law takes precedence.

6.2 Consent

Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from

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a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 6.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

- 6.6 The Owner's Corporation may at any stage conduct further testing of the floor finish (at the expense of the Owner's Corporation) to ensure continued compliance with by-law 6.2.
- 6.7 If the results of the further testing carried out by the Owner's Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

- 6.9 Where a floor finish other than carpet and underlay has been installed, whether by the original proprietor or otherwise, an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like, such as self-adhesive heavy duty felt, to minimise the transmission of noise when that item is moved over the floor.

Kitchen, etc, excluded

- 6.10 This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

7 Car Spaces, Storage Cages and Visitor Parking on Common Property

Car Spaces

- 7.1 Any part of a Lot designated for use for parking of motor vehicles must not be used by an Owner or Occupier for any other purpose without the prior consent of the Owners Corporation.

Fixtures to Car Spaces

- 7.2 By-law 16 applies to the attaching of a door or a cage or any other fixture to a Car Space or within a Car Space other than one existing at the date of registration of the Strata Plan.

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7.3 To avoid interference with mechanical ventilation of the car park, coverings, including tarpaulin or like coverings, must not be attached to any storage cages or doors of any car spaces.
7.4 The Owners Corporation must consent to the erection of a fixture to a Car Space if it is satisfied that it will not inhibit use of:

(a) a Car Space by an adjoining Owner or Occupier;

(b) the Common Property; or

(c) mechanical ventilation of the car park and fire services located in the car park.

Storage Cages

7.5 An Owner or Occupier must

(a) not obstruct or otherwise interfere with the mechanical ventilation of the car park and any fire services located in the car park;

(b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Cage any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;

(c) be responsible for the repair of any damage caused to the Storage Cage and Common Property as a result of the use of the Storage Cage;

(d) ensure that the Storage Cage is kept clean and free of rubbish and vermin;

(e) ensure that ventilation of the Storage Cage is not adversely affected due to the items stored; and

(f) not unreasonably restrict access to a Storage Cage if access to the Storage Cage is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Cage.

Visitor Parking

7.6 An Owner or Occupier must not park a Vehicle in a Visitor Car Parking Space.

7.7 An Owner or Occupier and the Owners Corporation must not

(a) park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Residential Strata Schemes;

(b) enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and

(c) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.

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This by-law 7.7 must not be amended or repealed without the prior consent of Council.

- 7.8 Visitors to the Residential Strata Schemes must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.
- 7.9 The Visitor Car Parking Space is to be maintained free of obstruction and is for the exclusive use of Permitted Persons.

Parking on Common Property

- 7.10 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

Car Parking Restrictions

- 7.11 No on-site Car Space may be used by persons who are not:
- (a) occupants, tenants or residents of a Residential Lot; or
 - (b) a utility vehicle servicing the Residential Strata Schemes.
- 7.12 An Owner or Occupier must not enter into a lease or license for any Car Space other than to an Owner or Occupier of a Residential Lot.
- 7.13 By-laws 7.10 and 7.11 must not be amended or repealed without the prior consent of Council.

B Keeping of Animals

Permitted Animals

- 8.1 An Owner or Occupier may keep without the consent of the Owners Corporation:
- (a) fish in an enclosed aquarium;
 - (b) 1 caged bird;

Consent

- 8.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
- (a) any other type of animal; or
 - (b) more than 1 dog (other than an Excluded Dog) or 1 cat at the same time.
- 8.2.1 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;

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(b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;

(c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and

(d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for

(i) any noise which is disturbing to an extent which is unreasonable;

(ii) for damage to or loss of property or injury to any person caused by the animal; and

(e) is responsible for cleaning up after the animal has used any part of another lot or any other part of the Parcel;

84 This by-law:

(a) applies to any Permitted Person; and

(b) does not permit the keeping of an Excluded Dog; but

(c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

85 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law;

86 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 85, will entitle the Owners Corporation to require the immediate removal of the animal from the

Building;

9 Cleaning

Cleaning and Maintenance of Lot

91 Each Owner and Occupier must keep their Lot:

(a) clean and tidy;

(b) free from rubbish; and

(c) in good repair and condition, Windows and Doors

92 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors, and if applicable glass balcony louvers and retractable glass walls, on the boundary of the Lot, including so much as is Common Property, unless:

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- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

- 9.3 An Owner or Occupier must keep all internal gardens and balconies within a Lot clean, tidy and well maintained.
- 9.4 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
 - (a) properly maintain the soil in the planter boxes; and
 - (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot.
- 9.5 Balconies of a Lot must not be:
 - (a) used for the storage of goods; or
 - (b) enclosed in any way.
- 9.6 Upholstered furniture must not be placed within a balcony of a Lot.

10 Moving Goods and Furniture

Notice

- 10.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Owners Corporation may determine

- 10.2 The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

Determination

- 10.3 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- 10.4 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- 10.5 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.5.

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11 Garbage disposal

General

- 11.1 An Owner or Occupier of Lots 1 to 6 may access the Garbage Room.
- 11.2 Subject to by-law 11.7 an Owner or Occupier of Lots 1 to 6 may place garbage and waste directly in the Garbage Room (depending on size and volume).

Council Collection

- 11.5 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the Garbage Room.
- 11.6 Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

Owner and Occupier obligations

- 11.7 A Owner or Occupier must ensure that garbage is drained and securely wrapped before being placed in a garbage container.

- (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines;
- (c) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose; and
- (d) no large items are placed in a garbage chute that might cause a blockage.

Cleaning up spills

- 11.8 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 11.9 If an Owner or Occupier does not comply with by-law 11.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

12 Provision of Amenities or Services

- 12.1 Subject to by-law 12.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;

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- (c) electricity, water or gas supply;
- (d) telecommunication services;
- (e) landscaping and gardening;
- (f) general cleaning; and
- (g) security services.

12.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

13 Storage of Bicycles

13.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored on the Common Property, other than in an area as may be designated by the Owners Corporation from time to time as a bicycle storage area;
- (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property, other than an area designated under by-law 13.1(a).

14 Security Keys

Owners Corporation

14.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

14.2 The Owners Corporation must make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation.

Fee

14.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

Occupiers

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14.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

14.5 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

15 Short Term Leases

15.1 An Owner or Occupier must not enter into a Short Term Lease for a lot without the prior consent of the Owners Corporation.

16 Building Works & Alterations

Consents

16.1 Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.

16.2 In addition to the consent of the Owners Corporation under by-laws 16.1, an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.

16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.

16.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.

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16.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency, if required.

Notice to Owners Corporation

16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.

16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations or building works;
- (b) the nature and extent of the proposed alterations or building works; and
- (c) whether any Common Property or another Lot will be affected by the carrying out of building works or alterations

16.8 During the carrying out of any building works or alterations an Owner must:

- (a) ensure no damage is caused to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

Audio or Audio Visual Equipment

16.9 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.

16.10 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall will not be compromised by the proposed installation.

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17 Owners Corporation may carry out work

Owners Corporation rights

17.1 The Owners Corporation may do anything on or in a lot:

(a) which should have been done under these by-laws but has not been done or has not been done properly;

(b) to comply with these by-laws, including remedying, removing or restoring anything on that lot which is prohibited under these by-laws; or

(c) to gain access to Common Property for any reasonable purpose.

17.2 If by-law 17.1 applies, the Owners Corporation, including any representative, contractor or agent, is entitled:

(a) to enter and remain on the Lot for as long as is necessary; and

(b) to recover any costs associated with carrying out works under these by-laws from the Owner.

Notice

17.3 An Owner or Occupier must consent to the Owners Corporation entering onto a lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

(a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and

(b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

17.4 By-law 17.3 is in addition to the powers of the Owners Corporation under the Act.

18 Air conditioning

Owners and Occupier's components

18.1 Owners and Occupiers have the exclusive use and enjoyment of the components of the air conditioning system exclusively servicing that Owner or Occupier's Lot.

18.2 The Owners are responsible for the proper repair, maintenance and replacement of the components of the air conditioning system referred to in by-law 18.1.

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Make Good and Indemnity

- 18.3 Damage to the Common Property adjacent to the air conditioning components referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 18.4 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by law.

19 Change in Use

- 19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme, for example, if the change of use results in a hazardous activity being carried out on the Lot.
- 19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

- 20.1 An Owner or Occupier must not:
- (a) interfere with or damage any Fire Safety Device; or
 - (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- 20.2 An Owner or Occupier must:
- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;

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- (d) give the Owners Corporation notice in writing before changing a lock on the door to a lot or adding additional locks or door hardware;
- (e) subject to receiving notice under by-law 20.4 give the Owners Corporation, and any agent access to that person's lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.

- 20.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's lot in good and serviceable order.
- 20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a lot before exercising the right conferred by by-law 20.2(e).
- 20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 20.

21 Balconies, terraces and balustrades

- 21.1 An Owner or Occupier must not place items on balconies and terraces;
 - (a) which may be capable of falling or being blown by wind off the balcony or terrace; or
 - (b) in a manner which might create a safety hazard.
- 21.2 Lightweight injection moulded furniture is not permitted on balconies or terraces.
- 21.3 An Owner or Occupier must not place any items on balustrades.

Executed by the registered proprietor
Leeanne Piy Ltd in accordance with s.127
AGN 63125615203

Corporations Act 2001:

Karl Wager (Director)

Michael Wager (Director)

SP90936

Signature/seal of mortgagee

the Bull

Signature of witness

Marisa Guanzon Bull

Name of witness

36 Wickham Tce, Brisbane

Address of witness Qld 4000

SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 3859 No. 372

LEVEL 1

[Signature]
Signature of mortgagee's attorney

Joanne Kathryn Partington
Name of attorney

Signing on behalf of Suncorp-Metway
Limited (ABN 66 010 831 722)

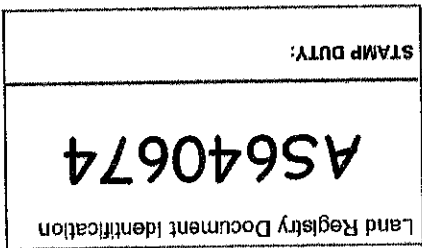
Power of attorney - Book 3859

No. 372

REGISTERED



13.2.2015



Lodger Details	
Lodger Code	500984M
Name	MRM LAWYERS
Address	2 FROST DR MAYFIELD WEST 2304
Lodger Box	1W
Email	WAYNE.DEVER@MRM.COM.AU
Reference	PK:GEB:118882 K

Amendment of Strata Development Contract (15SA)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement
 The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP90936	N	

Applicant
 KOONOONA PTY LTD ACN 086945306
 Registered company

Document Type
 Amendment of Strata Development Contract (15SA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment
 See attached Dealing

Execution
 The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
 The Certifier has retained the evidence supporting this Registry Instrument or Document and any Prescribed Requirement.
 The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of KOONOONA PTY LTD
Signer Name PETER KIRSOP
Signer Organisation PARTNERS OF MRM LAWYERS
Signer Role PRACTITIONER CERTIFIER
Execution Date 17/11/2022

Form: 15SA
 Release: 1-1

**AMENDMENT OF STRATA
 DEVELOPMENT CONTRACT**

AS640674

New South Wales
 Section 84

Strata Schemes Development Act 2015

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	CP/SP90936		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
		Email:	Reference:
(C) APPLICANT	Name of Developer		Strata Plan No. 90936
	KOONOONA PTY LTD ABN 24 086 945 306		
(D) PLANNING AUTHORITY	MAYTLAND CITY COUNCIL		

The applicant being the developer of Strata Scheme SP 90936, applies in accordance with section 84 Strata Schemes Development Act 2015 and with the approval of the Planning Authority referred to above, to amend the Strata Development Contract lodged with the Strata Plan referred to above, as fully set out in the annexure hereto and marked A & B.

(E) The amendment(s): [Select items by placing an "X" in the box opposite the relevant item]

- (a) Involves a change in the basic architectural or landscaping design of the development, or in its essence or theme.
- (b) Gives effect to a change in the law or change in the requirements of a planning authority and does not involve a change in the basic architectural or landscaping design of the development, or its essence or theme. The relevant owners corporation, the owner of each lot in the scheme, other than the developer, and each mortgagee, chargee, covenant chargee and lessee of a lot in the strata scheme, has been notified of the amendment to the Strata Development Contract.
- (c) Requires a change in the terms of a planning approval.
- (d) Involves change(s) which are not included in (a), (b) or (c) and which do not require a change in the terms of a planning approval.

and requests the Registrar General to register the amendment on the folio of the Register specified above.

DATE 17.11.2022

(F) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: KOONOONA PTY LTD ABN 24 086 945 306

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]

Signature of authorised person: [Signature]

Name of authorised person: PETER SHAROFF

Name of authorised person: MICHELLE SARKOFF

Office held: DIRECTOR

Office held: DIRECTOR

(C)

Certificate of Owners Corporation

The owners corporation certifies that on 03.10.2022 it passed:
** A unanimous resolution supporting the amendment described in Note (B)(a) referred to above.
** A special resolution supporting the amendment described in Note (B)(e) referred to above.
** A resolution supporting the amendment described in Note (B)(d) referred to above.

The seal of the Owners - Strata Plan No. 90936 was affixed on 03.10.2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature [Signature]
Name NATHAN CLARKE - JUNIOR STRATA MANAGER
Authority STRATA MANAGER

Signature _____
Name _____
Authority _____

** Strike through inapplicable items
^ Insert date

*I, Cagna Borg, am authorised to make this change
Sandy 07.12.2022*



(H)

Certificate of Approval by Planning Authority

MILLAND CITY COUNCIL being the Planning Authority referred to in section 84 Strata Schemes Development Act 2015 certifies that:

- (a) approval is given to the amendment(s) of the Strata Development Contract as fully set out in the annexure hereto;
 - (b) the documents herewith describe & illustrate the approved amendment(s); and
 - (c) the amendment(s) is not inconsistent with any planning approval.
- the amendment(s) does not require a change in the terms of the planning approval.

*2. Signed on behalf of the Planning Authority by an Authorised Person.

Signature of Authorised Person: [Signature]
Name of Authorised Person: ANDREW ASHTON

Date: 14/11/2022

*I, Cagna Borg, am authorised to make this change
Sandy 07.12.2022*

Insert name of the Planning Authority
* Strike through either inapplicable item

ANNEXURE A TO AMENDMENT OF STRATA DEVELOPMENT CONTRACT

Strata lot CP/SP 90936
Applicant / Developer Koonoona Pty Ltd A B N 24 086 945 306
Planning Authority Maitland City Council

The strata development contract is varied by

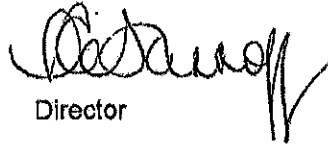
Change in number of lots numbers and development plan – stage 2

Proposed 4 lots – stage 2 – as depicted on the Development Consent and approved plans at Annexure B

Koonoona Pty Ltd




Director

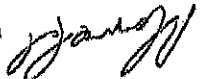


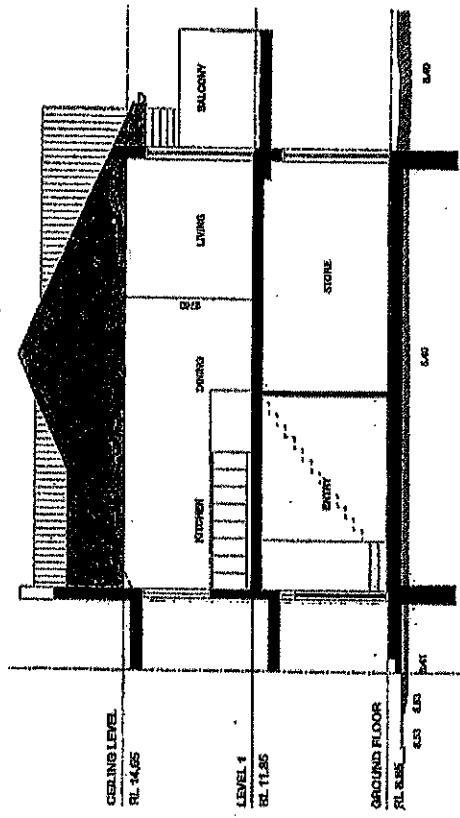
Director

ANNEXURE B TO AMENDMENT OF STRATA DEVELOPMENT CONTRACT

Signed at Maitland on the 26th August
day of 2022

Director

Kooroona Pty Ltd

Director


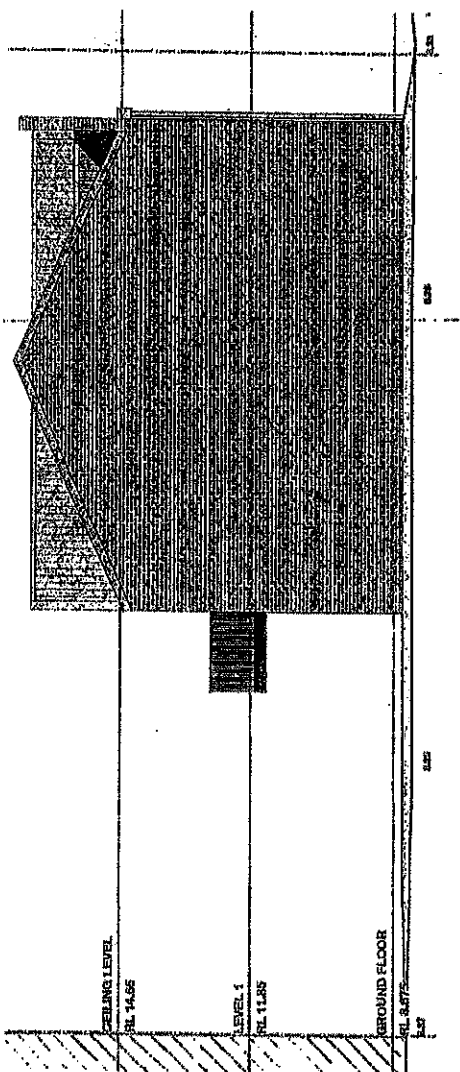


SECTION A
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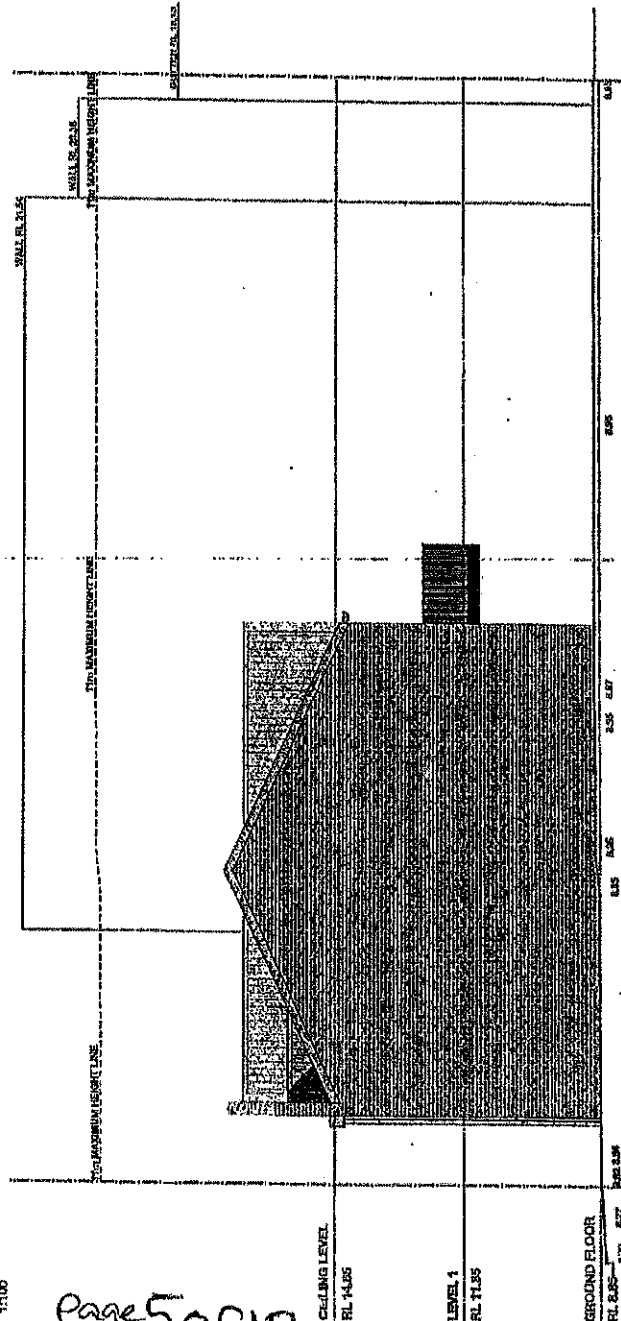
maitland
 City Council
 Approved Plans
 NO. EN-24-1122
 DEVELOPMENT APPLICATION
 19/05/2022



Handwritten signature



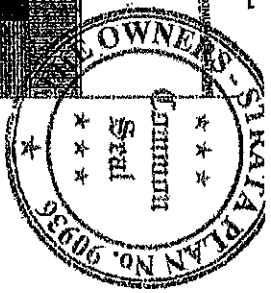
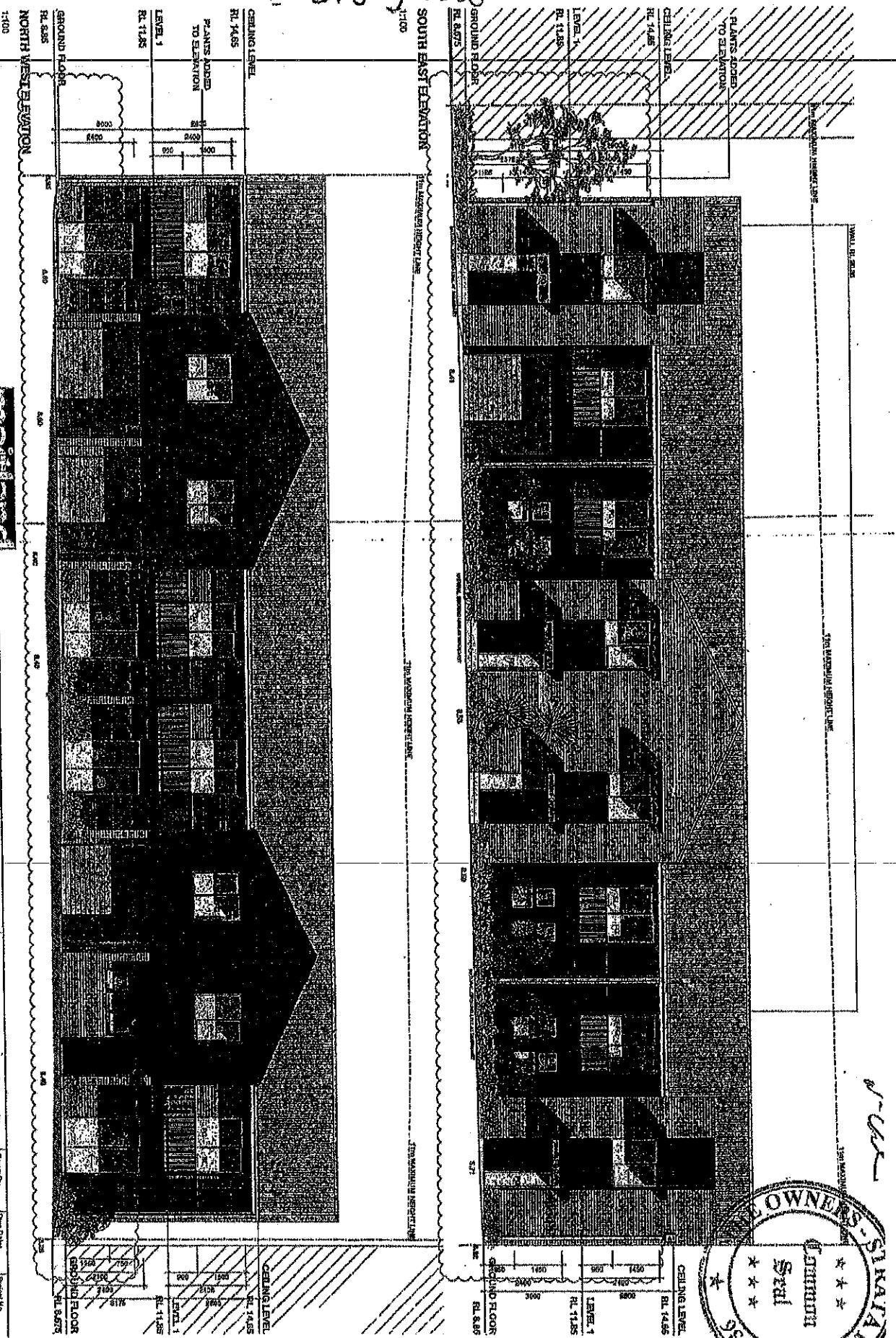
SOUTH WEST ELEVATION
1:100



NORTH EAST ELEVATION
1:100

	Project: New Attached Dwellings 33A Lee Street Maitland	Drawn By: [Name] Checked By: [Name]	Date: 19/05/2022 Scale: 1:100	Project No.: 2016 Drawing No.: A201 G
	Title: ELEVATIONS & SECTION	Client: Kooroona Pty Ltd	Date: 19/05/2022	Drawing No.: A201 G


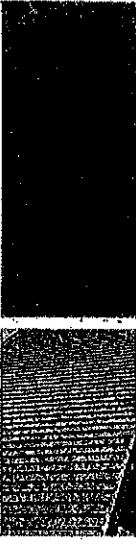




Page 6 of 10



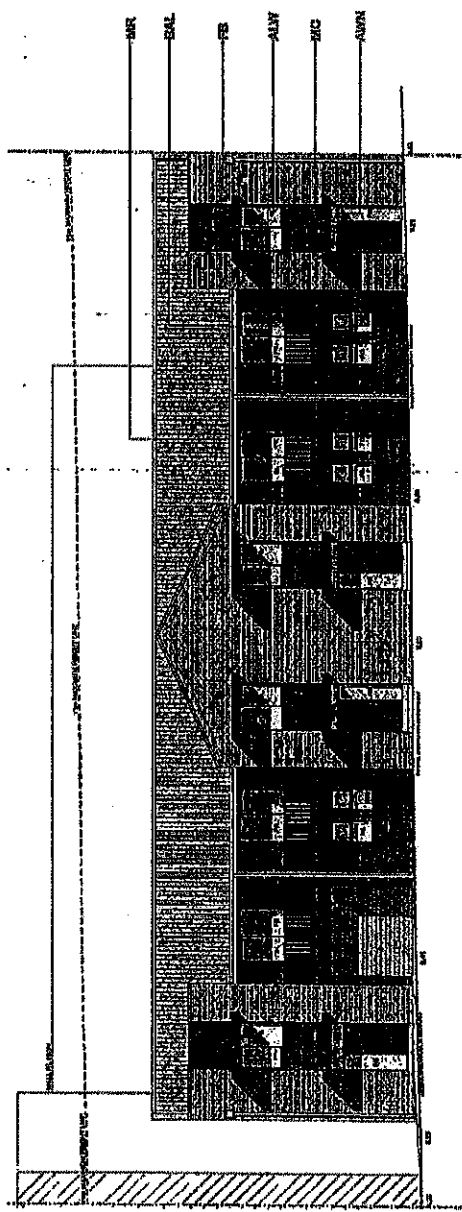
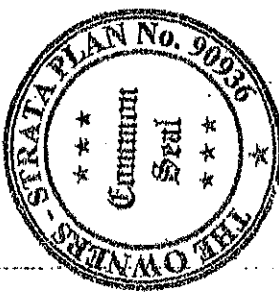
Handwritten signature or initials.

<p>Approved Plans DEVELOPMENT APPLICATION 15/04/2022</p>		<p>Project: New Attached Dwellings 33A Lee Street Maitland Kooroonna Pty Ltd ELEVATIONS</p>		<p>Drawn By: AS Check Date: 11/06/2021</p>		<p>Project No: 20716 Checked By: AS Checked Date: 11/06/2021</p>	
<p>Approved Plans DEVELOPMENT APPLICATION 15/04/2022</p>		<p>Project: New Attached Dwellings 33A Lee Street Maitland Kooroonna Pty Ltd ELEVATIONS</p>		<p>Drawn By: AS Check Date: 11/06/2021</p>		<p>Project No: 20716 Checked By: AS Checked Date: 11/06/2021</p>	

PROPOSED FINISHES

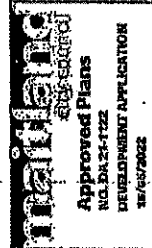
FR	FACE BRICK IN RANDOM PATTERN "MURRAY GREY" OR SIMILAR APPROVED	
MC	METAL SHEET CLADDING IN COLOR "MANTLE IRID" OR SIMILAR APPROVED	
GR	ZINC ALUMINE METAL ROOF SHEETING, CUTTERS & DOWNPIPES	
BL	STEEL INSULATED WALLS IN COLOR "SMILE GREY" OR SIMILAR APPROVED	
AW	ALUMINIUM FINISH WINDOWS IN COLOR "SMILE GREY" OR SIMILAR APPROVED	
AWK	STEEL FRAMED WINDOWS IN COLOR "MANTLE IRID" OR SIMILAR APPROVED	

Project	New Attached Dwellings 33A Lee Street Maitland	Drawn By	PE	Project No.	2016
Client	Koonooma Pty Ltd	Scale	1:1000 A3	Drawing No. Rev	A801 C
Title	PROPOSED FINISHES				



SOUTH ELEVATION | LEE STREET
1:100

Page 7 of 10



Issued for DA Preparation - Amendment
 By: EC
 Date: 17/05/22

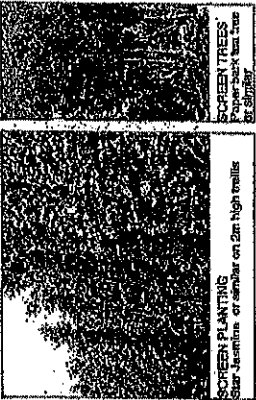


Page 8 of 10

27/6/22

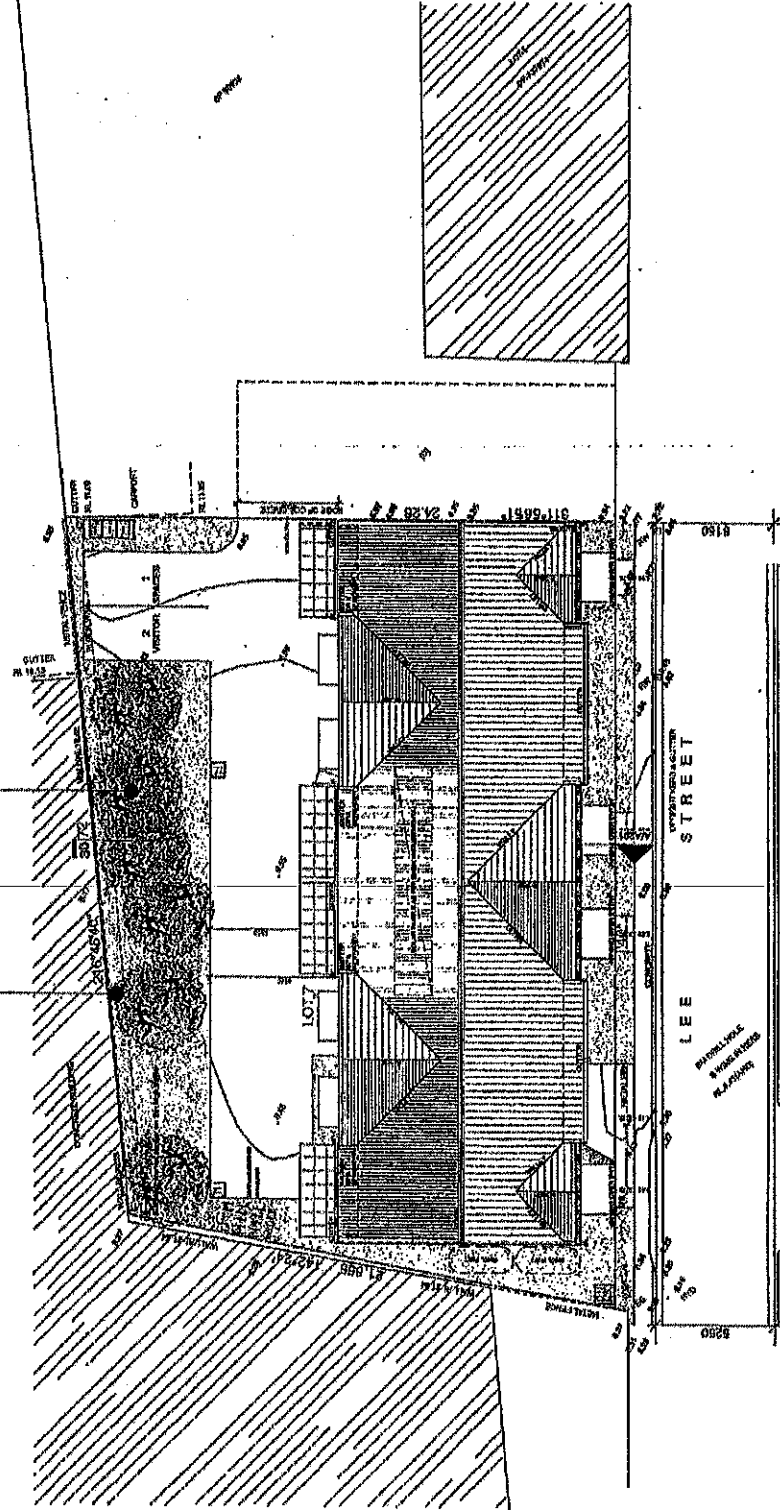
Handwritten signature

Handwritten signature



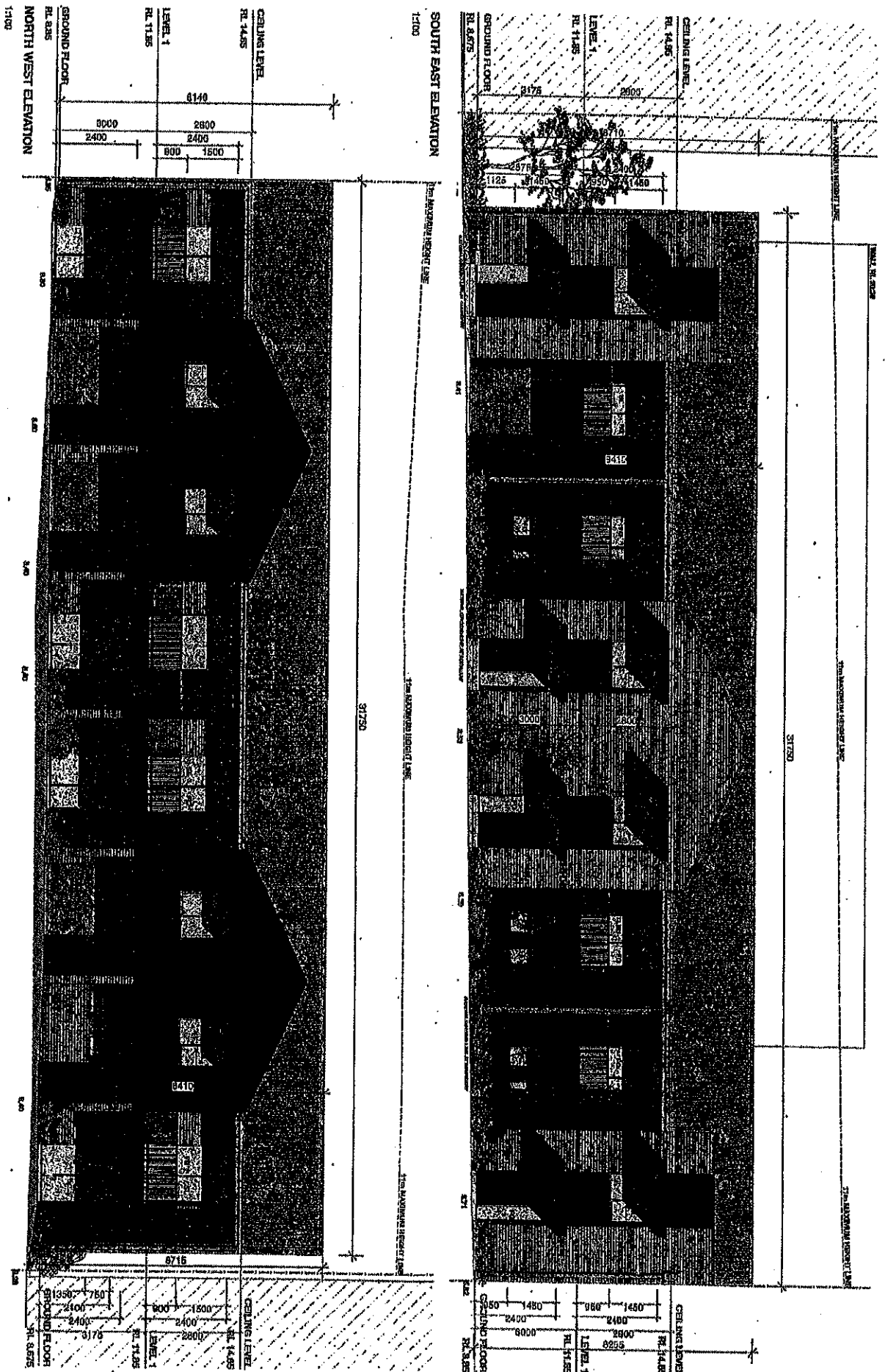
SCREEN PLANTING
 Star Jasminum or similar on 2m high trellis
 @ 500/200

SCREEN TREES
 Paper-bark tree
 @ 500/200

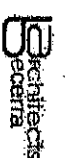


Project: New Attached Dwellings 39A Lee Street, Maitland Client: Koonooora Pty Ltd Title: SITE / ROOF PLAN	Drawn By: AS	Project No.: 2016
	Checked By: AS	Date: 12/08/2023
Project Manager: Business & Design		
Scale: 1:100		
Date: 17/02/21		

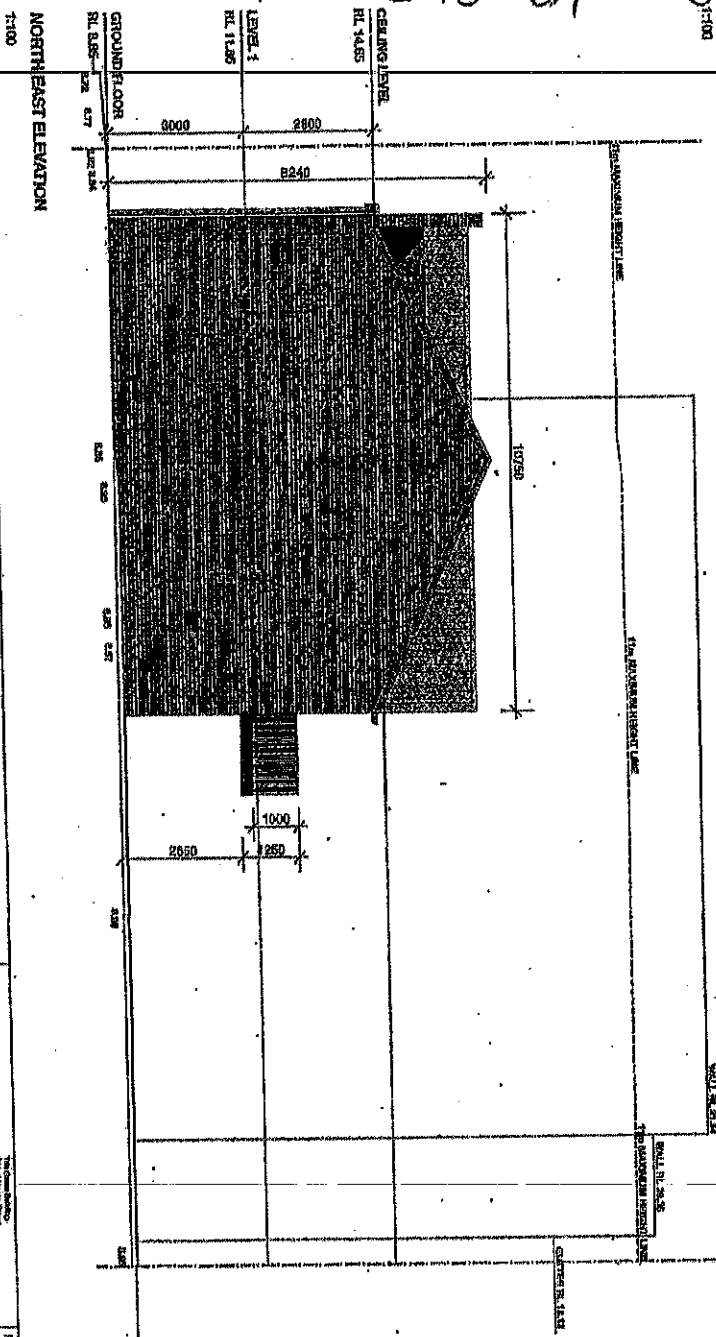
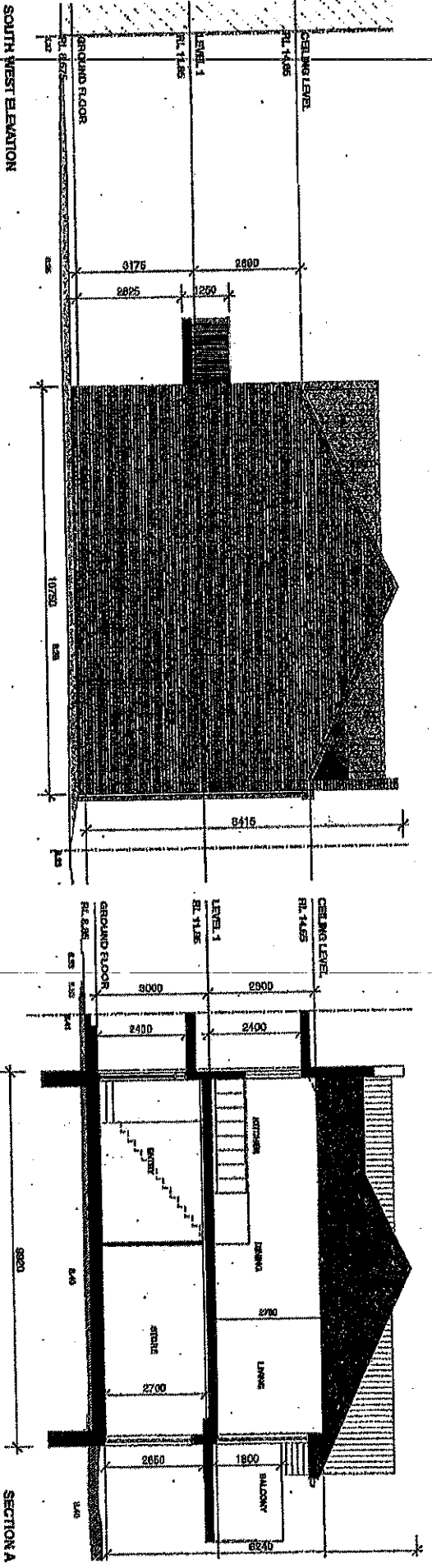




I H G Revision Approved Date	Description added Deleted Deleted for additional information Deleted for DA Approved	PG No of Pages Date	PG No of Pages Date	Project New Attached Dwellings 38A Lee Street Maitland Kooroonna Pty Ltd ELEVATIONS	Drawn by 179 Checked by AB Date 11/09/24	Project No. 2016 Drawing No. A200 1
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Page 10 of 10



Project Name: New Attached Dwellings
 Client: Koornoo Pty Ltd
 Project No: 2016
 Drawing No: H

Project	Drawn By	Proj Date	Project No.
New Attached Dwellings	JS	11/08/24	2016
33A Lee Street, Malvern	Check By	Scale	Drawing No. Ref
Koornoo Pty Ltd	JS	1:100	A201 H
ELEVATIONS & SECTION			

Drawn by: JS
 Checked by: JS
 Date: 11/08/24



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 5

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Description of Land (if part only)			Reference to this			County			Parish		
being the land marked as shown on a plan hereunto annexed and marked with the letter 'A'			part of			Northumberland			Northumberland		
			part of			Northumberland			Northumberland		
			part of			Northumberland			Northumberland		
			part of			Northumberland			Northumberland		

One of such descriptions as are mentioned in the schedule following:-

ABERDEEN COUNTY COUNCIL

show in BLOCK LETTERS the full name, postal address and description of the person or persons to whom the land or lands in question are to be transferred.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, here and interests as are notified hereunder, in consideration of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged) paid to the transferee by

The form may be used where new vesting certificates are imposed or assigned created of which the simple transfer form is available.

I, ANNAKAWARD REGISTRARS, LIMITED, a company duly incorporated and having its registered office at 2-4 Park Street, Sydney in the State of New South Wales

MEMORANDUM OF TRANSFER

REGISTRATION ACT, 1908

75 NOV 5

REGISTERED

OFFICE OF THE REGISTRAR-GENERAL / STRAIGHT GENERAL / STRAIGHT GENERAL / STRAIGHT GENERAL

REGISTRATION ACT, 1908

REGISTERED

OFFICE OF THE REGISTRAR-GENERAL / STRAIGHT GENERAL / STRAIGHT GENERAL / STRAIGHT GENERAL

And the transferor covenant(s) with the transferor:

An Easement to Drain Sewage as defined in Part IV of Schedule VIII of the Conveyancing Act, 1919 and Easement to Drain Water as defined in Part III of Schedule VIII of the said Act.

The land having the benefit of the said easements is the whole of of the land comprised in Certificate of Title Volume 3999 Folio 217.

The name of the person or body having the right to release vary or modify the said easements is the Aberdare County Council or its successors in title.

if struck out, if unnecessary, suitably adjust.

(i) If any easements are to be created or any exceptions to be made:

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Caveatants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

e A very short note will suffice.

K1115-1 3-117-1

if the Transferor of Trust... the instrument was read over... the instrument must state that... the instrument was read over... the instrument must state that... the instrument was read over... the instrument must state that...

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY. (To be signed at the time of executing the within instrument.) Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. [blank] of which he has just executed the within transfer.

CERTIFICATE OF J.P., etc., TAKING DECLARATION OF ATTESTING WITNESS. Appeared before me, at [blank] day of [blank], one thousand [blank] and declared that he personally knew the person, the person, the person, and that the name purporting to be such signature of the said [blank] was of sound mind, and freely and voluntarily signed the same.

Signed in the presence of [blank] the day of [blank] 19 [blank].



THE COMMON SEAL OF AN UNQUALIFIED SECURITIES LENDER... Signed in my presence by the transferor... who is personally known to me... THE COMMON SEAL OF THE ABBENBARE... Signed in my presence by the transferor... who is personally known to me... Accepted, and I hereby certify the Transfer to be correct for the purposes of the Real Property Act.

day of August 1978... County Clerk... Chairman... day of [blank] 19 [blank] Accepted, and I hereby certify this transfer to be correct for the purposes of the Real Property Act.

P 6 0 2 5 6 9 Registered **P 4 0 9 9 0 4** **536 5**
 Lodged by **HARTIER, PERRY & PURCELL,**
 Address **SOLICITORS**
107 MACQUARIE STREET,
SYDNEY, 2000, 221-9077
 Phone No.

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read marginal note.)

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgage should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Conditions of Title of Crown Grant, as is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____
 who is personally known to me

Mortgagee

DOCUMENTS LODGED HERewith
 To be filled in by person lodging dealing

1		Received Docs.
2		Nos.
3		
4		
5		
6		
7		

Receiving Clerk

MEMORANDUM OF TRANSFER
 Particulars entered in Register Book

Checked by *[Signature]*
 Passed (in S.I.U.) by *[Signature]*
 Signed by *[Signature]*
 Registrar General

Registered **29-3-1977**
REGISTRAR GENERAL

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supl. of Engravers		
Cancellation Clerk		

Vol. _____ Fol. _____

M.P.R. 1980



SURVEYOR'S RETURN

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160



John W. Taylor
THE COMMON SEAL OF THE SURVEYOR GENERAL OF ALBERTA
IS HEREBY AFFIXED IN
WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL
AT CALGARY
ALBERTA
THIS 10th SEPTEMBER 1978.

Amalgamated Builders Limited and Aberdare County Council and dated the 10th September, 1978.

K. J. ...
COUNCIL CLERK

Signatures, seals and statements of intention to declare public roads or to create public reserves, drainage reserves, easements or restrictions as to use.

PLAN FORM 1

Surveyor's Certificate

WALTER JACK CRISP
Surveyor in Charge

C.N. SCOTT, CRISP & CO. MALTAND
of C.N. SCOTT, CRISP & CO. MALTAND
a company registered under the Surveyors Act, 1928, at
this date hereby certify that the survey registered in the
plan No. **6232.1937**
is correct and has been made in accordance with the Survey
Practice Regulations, 1928, and was completed on the
date **22/9/78**
Signatures and seals of the Surveyors registered under the Surveyors Act, 1928, as amended,
Dated this 10th of September 1978.
I hereby certify that the requirements of the Local Government
Act, 1918 have been satisfied for the registration of plan, and
the requirements of sections 348 of the
Interpretation Act, and sections 2 and 3 of the
Municipalities Act, 1928, as amended, relating to the
proposed "new road", "easement" or "restriction" are
satisfied.

Subdivision No. _____

Date of registration _____

Signature of _____
Council Clerk

This part of certificate to be signed where the right
of use of the land is not affected by the
creation of public reserves, drainage reserves, easements or
restrictions as to use of the land, or where the land is
not affected by the creation of public reserves, drainage
reserves, easements or restrictions as to use of the land.

[The above text is crossed out with a large X]

WARNING: CREASING

PLAN FORM 1

WARNING: CREASING

<p>Council Clerk's Certificate</p> <p>I hereby certify that—</p> <p>(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and</p> <p>(b) the requirements of section 44B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, (Hunter District Water, Sewerage, and Drainage Act, 1938, as amended),</p> <p>have been complied with by the applicant in relation to the proposed new road subdivision or consolidated lot set out herein.</p> <p>Subdivision No. _____</p> <p>Date _____</p> <p>(Signature) _____ Council Clerk</p> <p><small>*This part of certificate to be deleted when the application is only for a consolidated lot or the opening of a new road or when the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board. Delete if inapplicable.</small></p>	<p>Surveyor's Certificate</p> <p>I, <u>WALTER JACK CRISP</u> of <u>G.N. SCOTT, CRISP & CO. MAITLAND</u> a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan as compiled from <u>INFORM. DP557937</u> is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Surveyors Regulations, 1933, and was completed on <u>12/5/78</u></p> <p>(Signature) _____ Surveyor registered under Surveyors Act, 1929, as amended. Datum: Lev of A.M.S.M. Sicks out either (1) or (2). Insert date of survey.</p>
---	--

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

[Signature] CHAIRMAN
[Signature] COUNTY CLERK

This is the plan referred to in the annexed Transfer made between Amalgamated Securities Limited and Aberdeare County Council and dated the 10th September, 1975.

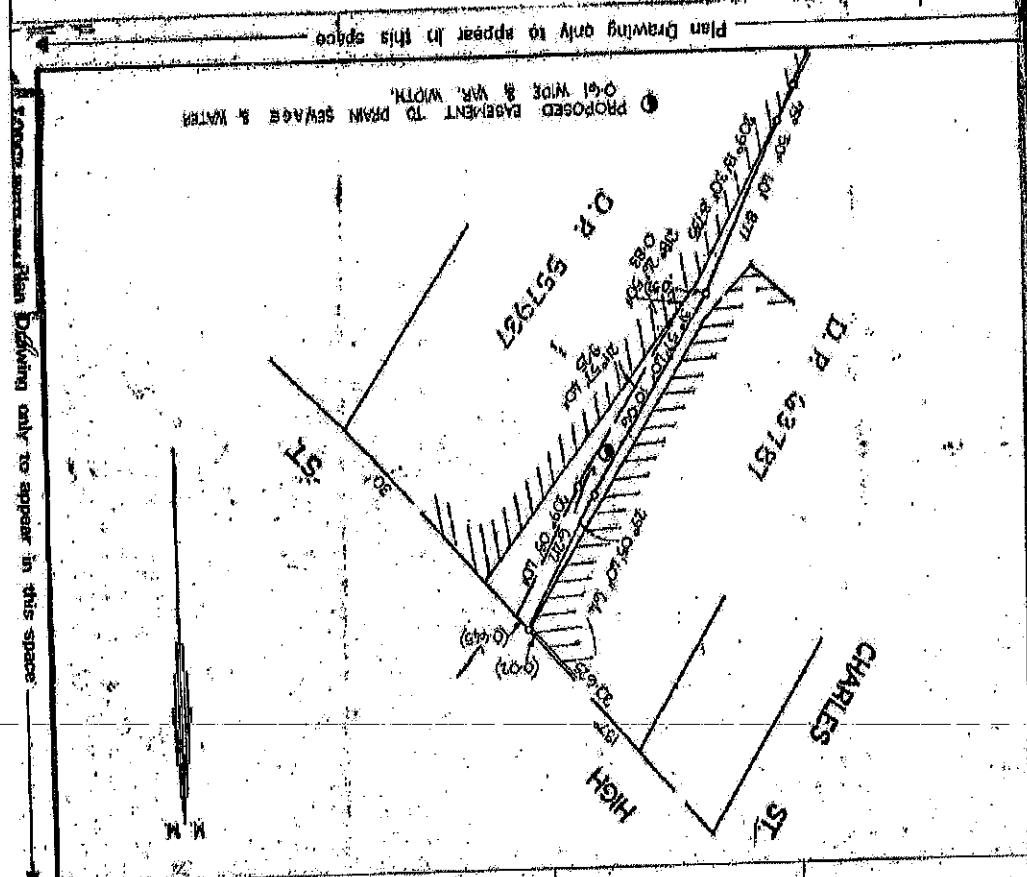
THE COMMON SEAL OF AMALGAMATED SECURITIES LIMITED
 IS HEREBY AFFIXED IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION.

John Watson
 Director



10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170
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SURVEYOR'S REFERENCE



Plan Drawing only to appear in this space

Proposed easement plan Drawing only to appear in this space

<p>OR FOLDING WILL LEAD TO REJECTION</p> <p>OFFICE USE ONLY</p>	<p>Reg: R66959 / DocId: 662569 / Rev: 05-Jul-1997 / NWB LRB / Reg: AL / Prt: 24-Mar-2021 16:04 / Reg: 17 of 7</p> <p>© Office of the Registrar-General / Reg: Research / Ref: 210440</p>
<p>Proposed</p> <p>Call</p> <p>Title System</p> <p>Purpose</p> <p>Stat. Mkt.</p> <p>Local Plan</p>	<p>LAN OF EASEMENT TO DRAIN SEWAGE & WATER</p> <p>0.61 WIDE & VAR. WIDTH WITHIN LOT 1</p> <p>DP 557937</p> <p>Locality: MAITLAND</p> <p>County: NORTHAMBERLAND</p> <p>Maitland City</p> <p>Maitland</p> <p>Induction Ratio: 1:200</p> <p>Lotwidths are in metres</p>
<p>P682569</p>	<p>(M)</p>

PLAN FORM 1

Plan Drawing only to appear in this space

OFFICER USE ONLY

PURSUANT TO SEC 88 B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-
EASEMENT FOR SUPPORT VARIABLE WIDTH

Registrar-General
 20-11-1992

City TORBENS
Purpose EASEMENT
Blk Map U 415 72 - 614
Lot Plan D.P. 815 7 8 4

PLAN OF EASEMENT FOR SUPPORT VARIABLE WIDTH IN REAL PROPERTY APPLICATION BEING THE LAND WITHIN LOT 2 DP 815585.
 Length: 1:500

City MAITLAND
Local Govt MAITLAND
 Parish MAITLAND
County NORTHUMBERLAND

Please send in preparation of survey completion.
 DP 557937
 PA 35975

Owner/Grantor: SEGEREY ALAN SULLIVAN
 of 155 BRIMLEY ST. MAITLAND, NSW 2877
 A transfer of easement under the Conveyancing Act, 1919, is hereby made by the above named grantor to the above named transferee in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto and the Registrar-General is requested to register the same.

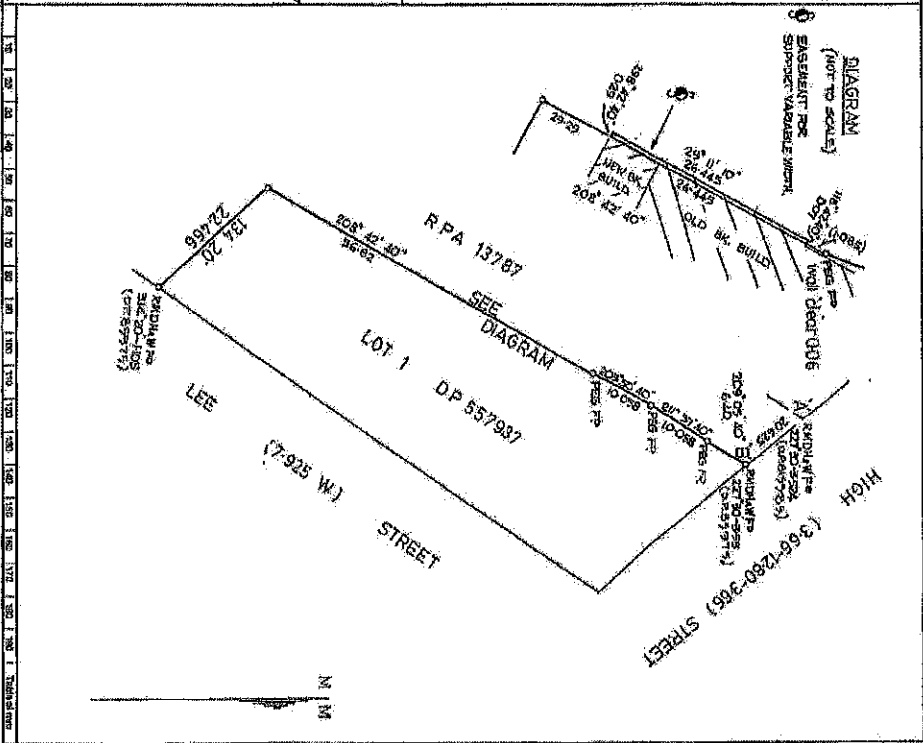
DATE: 27th MAY 1992
Signature: [Signature]
Capacity: Solicitor for the grantor
Witness: [Signature] X-152

Consent of the Registrar-General:
 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.

Consent of the Registrar-General:
 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.

Consent of the Registrar-General:
 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.

Consent of the Registrar-General:
 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.



REGISTRAR GENERAL
 20-11-1992

City TORBENS
Purpose EASEMENT
Blk Map U 415 72 - 614
Lot Plan D.P. 815 7 8 4

PLAN OF EASEMENT FOR SUPPORT VARIABLE WIDTH IN REAL PROPERTY APPLICATION BEING THE LAND WITHIN LOT 2 DP 815585.
 Length: 1:500

City MAITLAND
Local Govt MAITLAND
 Parish MAITLAND
County NORTHUMBERLAND

Please send in preparation of survey completion.
 DP 557937
 PA 35975

Owner/Grantor: SEGEREY ALAN SULLIVAN
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DATE: 27th MAY 1992
Signature: [Signature]
Capacity: Solicitor for the grantor
Witness: [Signature] X-152

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 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.

Consent of the Registrar-General:
 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.

Consent of the Registrar-General:
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Consent of the Registrar-General:
 Pursuant to Section 88B of the Conveyancing Act 1919, I hereby consent to the registration of the above described easement in favour of the transferee and his heirs, assigns and assigns forever in accordance with the Survey Plan and the Easement Agreement attached hereto.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500

This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General this day 27th December 1992



**RESTRICTIONS ON THE USE OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INCORPORATED
IN DEED DATED 1982**

TO BE CARRIED PURSUANT TO

SECTION 88B, COMPANIES ACT, 1913

Sheet 1 of 1 Sheet

Terms are in italics

PART 1

Plan DP 647068

Name and address of
Beneficiary of the easement

Beneficiary of easement referred
to in sub-section 88B(1)

Of easement for support of
variable width within lot 2 DP
647068

is J Lee Seal, 150/151 My Indented
of 541 High Street
Parramatta NSW 2150

Easement for support Variable
width

Schedule of land affected

Land benefited

Plan Identifier: 1/957831

Land benefited

Plan Identifier: 2/615985

PART 2

Terms of easement for support referred to in above-mentioned plan:

Easement for support of the building erected at the date of this instrument on
the land benefited to the extent to which it is necessary for the use and enjoyment
of the land benefited to be supported by the land burdened and its walls as at the date of this instrument and to the extent to which the land burdened and
its walls as at the date of this instrument are necessary for the use and enjoyment of
the land benefited to be supported by the land burdened and its walls as at the date of
this instrument and to the extent to which the land burdened and its walls as at the date of
this instrument are necessary for the use and enjoyment of the land benefited.

THE COMMON SEAL OF THE COMPANY LIMITED BY GUARANTEE
IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION IN THE
PRESENCE OF:

[Signature]
Secretary



[Signature]
Director

REGISTERED 30-11-1982

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 2nd December 1982

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Certificate No.: PC/2024/2549

Certificate Date: 31/07/2024

Fee Paid: \$69.00

Receipt No.:

Your Reference: 241378

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT:	Hunter Legal & Conveyancing bree@hunterlegal.com.au
PROPERTY DESCRIPTION:	3/333 High Street MAITLAND NSW 2320
PARCEL NUMBER:	62331
LEGAL DESCRIPTION:	Lot 3 SP 90936

IMPORTANT: Please read this Certificate carefully.

The information provided in this Certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

ITEM 1 - Names of relevant planning instruments and development control plans

The following environmental planning instruments and development control plans apply to the carrying out of development on the land:

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

The land is affected by the following State Environmental Planning Policies:

• SEPP65 Design Quality of Residential Apartment Development

• SEPP (Biodiversity and Conservation) 2021

• SEPP (Industry and Employment) 2021

• SEPP (Primary Production) 2021

• SEPP (Planning Systems) 2021

• SEPP (Housing) 2021

• SEPP Building Sustainability Index: BASIX 2004

• SEPP (Exempt and Complying Development Codes) 2008

• SEPP (Resources and Energy) 2021

• SEPP (Transport and Infrastructure) 2021

• SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land and:

Planning Proposal for a Local Environmental Plan

No draft Local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Detailed information on draft environmental planning instruments is available at

the NSW Department of Planning and Environment Current LEP Proposals website; or Maitland City Council's website.

Draft Development Control Plans

No draft Development Control Plan(s) that have been on public exhibition under the Act are applicable to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

Zone and Land Use Table from Local Environmental Plan

Zone MU1 Mixed Use

1 Objective of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.

2 Permitted without consent

Home industries

3 Permitted with consent

Amusement centres; Attached dwellings; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home-based child care; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor

accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Rural industries; Sewerage systems; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment Spatial Viewer website, or Maitland City Council's website.

Note: Detailed information on the local environmental plan is available at NSW Legislation – In force legislation.

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

For the land zoned M1 Mixed Use the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land is located within a Heritage Conservation Area. Clause 5.10 in the Maitland Local Environmental Plan 2011 applies. The Heritage Conservation Area is listed in Schedule 5 in the Maitland Local Environmental Plan 2011 and identified on the Maitland Local Environmental Plan 2011 Heritage Map.

Is there an item of environmental heritage in a local environmental plan?

The land does NOT contain an item of Environmental Heritage.
Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be

situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

ITEM 3 – Contribution plans

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land IS NOT in a special contributions area.

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 4 – Complying Development

If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Complying development under the **Housing Code** may not be carried out on the land as it is not within an applicable zone and the land is:

Land within a heritage conservation area - unless the development is a detached outbuilding, detached development (other than detached studio) or swimming pool.

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is not within an applicable zone and the land is:

Land within a heritage conservation area - unless the development is a detached outbuilding, detached development (other than detached studio) or swimming pool.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone and the land is:

Land within a heritage conservation area - unless the development is a detached outbuilding, detached development (other than detached studio) or swimming pool.

Complying development under the **Housing Alterations Code** may be carried out on the land.

Complying development under the **General Development Code** may be carried out on the land.

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as the land is:

Land within a heritage conservation area.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

Complying development under the **Fire Safety Code** may be carried out on the land.

Complying development under the **Container Recycling Facilities Code** may be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an

exclusion or exemption under Clause 1.17A or Clause 1.19 of State **Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013**, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State

Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that

- (a) a restriction applies to the land, but it may not apply to all of the land,***
- (b) and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Maitland local government area.

For further information on complying development, please refer to the Department of Planning and Environment.

ITEM 5 – Exempt Development

If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that

- a) a restriction applies to the land, but it may not apply to all of the land, and***
- b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

The land or part of the land IS between the flood planning area and the probable maximum flood and subject to flood related development controls.

The land or part of the land IS within the flood planning area and subject to flood related development controls.

ITEM 9 – Flood related development controls

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

Whether the land is affected by road widening or road realignment under –

ITEM 8 – Road widening and road realignment

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.
 No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 7 - Land Reserved for Acquisition

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.
 The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note in this section –

adopted policy means a policy adopted –

- a) by the council, or
- b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by council.

ITEM – 11 Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and

Information regarding the land become available.

ITEM – 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

There are no premises on the subject land listed on the register.

ITEM – 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

1) Land or that is proposed to be subject to a consent ballot

2) There is no subdivision order that applies to the land.

ITEM – 15 Property vegetation plans

If the land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

ITEM – 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the biodiversity Conservation Trust.

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016*.

Note – Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

ITEM 17 – Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Note – Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified or the order.

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

ITEM 19 – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note - In this section existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) Seniors or people who have a disability
- b) People who live in the same household with seniors or people who have a disability,
- c) Staff employed to assist in the administration and provision of services to housing provided under this Part.

ITEM 22 – Site compatibility certificates and development consent conditions

for affordable rental housing

Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Any conditions of a development consent in relation to land that are kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

Note - No Seniors Housing development consent conditions apply to this land.

Note - In this section – Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

Note. The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

Contaminated Land

a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

c) The land to which this certificate relates is NOT the subject of an approved Land Management Act 1997. Management Act 1997.

d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.

**Jeff Smith
General Manager**

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HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



HUNTER LEGAL & CONVEYANCING

333 HIGH

MAITLAND

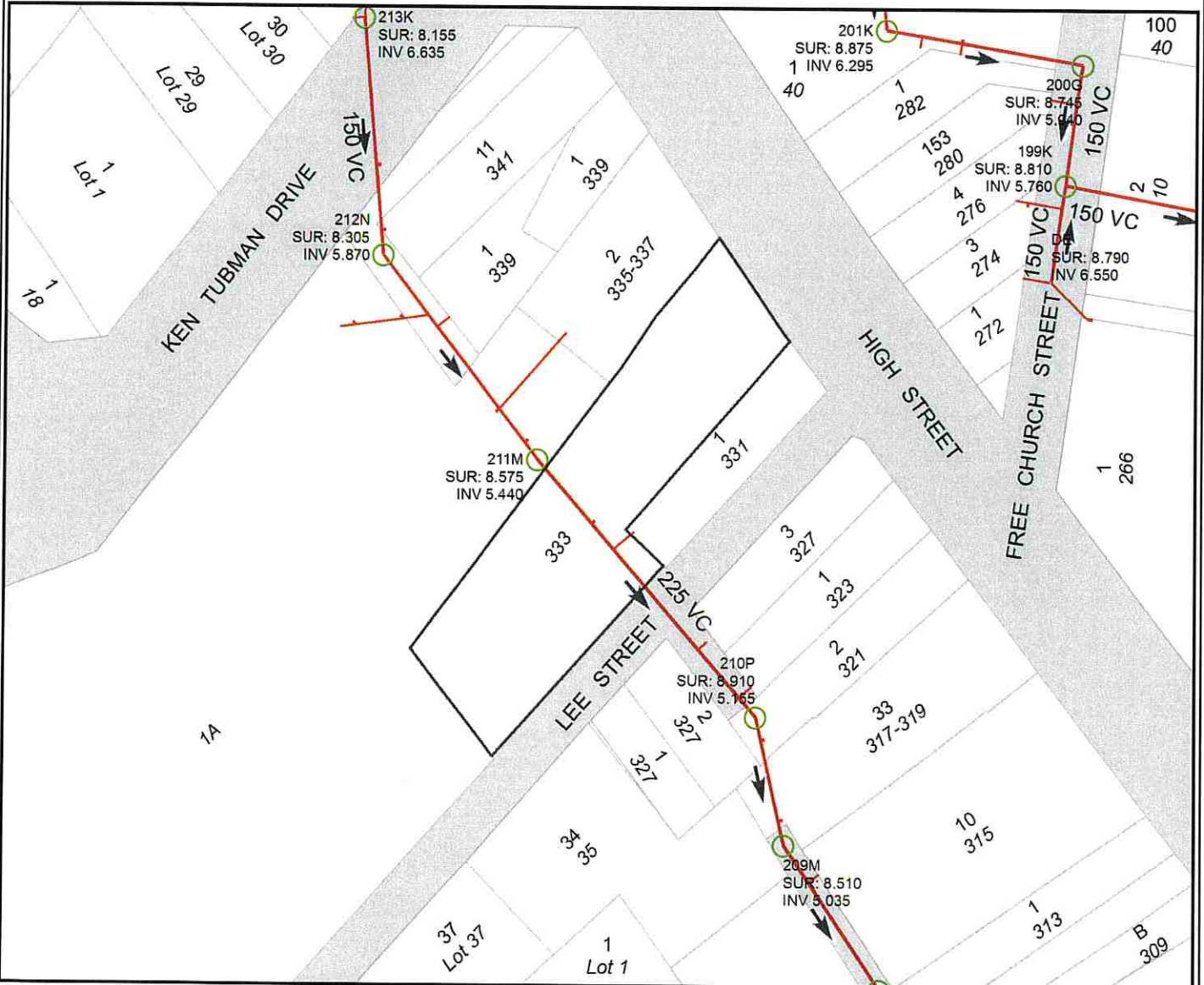
APPLICATION NO.: 2353920

APPLICANT REF: 241378

RATEABLE PREMISE NO.: 9502258586

PROPERTY ADDRESS: 333 HIGH ST MAITLAND 2320

LOT/SECTION/DP:SP: 3//SP 90936



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 31/07/2024

Scale at A4: 1:1,000

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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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