

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 70621371	NSW DAN:
vendor's agent	FIRST NATIONAL REAL ESTATE DAVID HAGGARTY 454 High Street, MAITLAND NSW 2320		Phone: 02 4933 5544 Fax: Ref:
co-agent			
vendor			
vendor's solicitor	David A Vitnell PO Box 339 NELSON BAY NSW 2315		Phone: 02 4981 5007 Fax: 02 4981 5080 Ref: 7569:THOMAS
date for completion	35 days after the contract date	(clause 15)	Email: vitnell@westnet.com.au
land	3/333 High Street MAITLAND NSW 2320		
(Address, plan details and title reference)	LOT 3 IN STRATA PLAN 90936 FOLIO IDENTIFIER 3/SP90936		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input 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"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Automatic garage doors and remotes, air conditioner and remote		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

**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 an **GSTRW payment** (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 *within 14 days* of the contract date.

**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 number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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 **RW 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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for 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"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Hunter Strata Management  
444 High Street, Maitland NSW 2320

Phone: 4934 2022

**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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.

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### DISPUTES

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).

### AUCTIONS

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

**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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
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)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	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> ;
<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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.
- 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 *serving* 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 *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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 *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 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 sue the purchaser either –
  - 9.3.1 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 –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 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, radio, sewerage, telephone, television or water service);
  - 10.1.3 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;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 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; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *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 of survey as regards limited title).
- 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*.
- 11.2 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.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

#### 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 *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, 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 *adjustment date* –
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, 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 unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* 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

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* 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 *rescind* 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 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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 - 3) 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.

**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****• Definitions and modifications**

- 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 In this contract –
- 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;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 '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;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 '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.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 *property* 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 *party* 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 *within 7 days* 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 *normally*, 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 contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of 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 normally, 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 metes 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> 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> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	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;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate title data</i>	to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

## Special Conditions

### **32. Requisitions on Title**

32.1 The form of requisitions to be served by the purchaser under Clause 5 shall be in the form of requisitions attached to this Contract and no other. Requisitions provided for in this clause shall be deemed to have been served by the purchaser on the date of this Contract.

### **33. Purchaser's Failure to Complete**

33.1 If for any reason, not solely attributable to the vendor, the balance of the purchase price shall not be paid by the purchaser to the vendor by the completion date the purchaser shall, on completion, pay by way of liquidated damages a sum equal to the rate of ten per cent (10%) per annum of the said balance from the due date until actual completion without prejudice to the vendors rights and remedies therein mentioned or its other rights to damages by virtue of the default of the purchaser hereunder. Such sum shall form part of the balance of purchase moneys and be paid on completion as an essential term of the contract.

33.2 If for any reason, not solely attributable to the vendor, the balance of the purchase price shall not be paid by the purchaser to the vendor by the completion date the purchaser shall, on completion, pay the sum of \$330.00 inclusive of GST to the vendor on account of the additional legal fees incurred by the vendor because of the delay. The sum of \$330.00 shall form part of the balance of purchase moneys and be paid on completion as an essential term of the contract.

### **34. Condition and State of Repair**

34.1 The purchaser acknowledges that he is purchasing as a result of his own inspections and inquiries in its condition and state of repair as at the date of this contract and subject to any existing water, sewerage, drainage, gas, electricity, telephone and other installations ("the services") and cannot make a claim, objection or requisition or rescind or terminate or seek to delay completion in respect of:

- i. the condition, state of repair, dilapidation or infestation (if any) of the property;
- ii. any latent or patent defect in the property;
- iii. the nature, location, availability or non availability of the services or defects of the services;
- iv. whether or not the property is subject to or has the benefit of any rights or easements in respect of the services.

### **35. Deposit**

35.1 Should the vendor agree to accept less than 10% of the purchase price of the deposit and the purchaser is in default under this Contract, the outstanding amount of the 10% deposit shall become due and payable immediately. This clause shall not merge on completion and the vendor shall be entitled to sue for the recovery of any part of the 10% deposit that remains outstanding as a debt due by the purchaser.

### **36. Release of Deposit**

36.1 The purchasers acknowledge and agree that they will, at the request of the vendor, authorise the selling agent to release the whole or part of the deposit monies to the vendor or as the vendor may direct provided that such deposit monies shall be paid and held by a Real Estate Agent, Solicitor or Licensed Conveyancer as the deposit in respect of a property that the vendor may wish to purchase.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: MATTHEW CALDWELL THOMAS AND LISA JANE THOMAS  
Purchaser:  
Property: 3/333 HIGH STREET, MAITLAND NSW 2320  
Dated:

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### Possession & 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 (NSW)*)? If so, please provide details.
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 and notations.
7. On or before completion, any mortgage or caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage or caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey & Building

14. 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.
15. 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.
16.
  - (a) Have the provisions of the Local Government Act (NSW), the Environmental Planning and Assessment Act 1979 (NSW) 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 (NSW)* 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 (NSW)*.
17. 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?
18. If a swimming pool is included in the sale?
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, lease provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) original of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, 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.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations, Notices and Claims**

20. Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. 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?
22. 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 including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **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 & Transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. 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.
28. 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.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. 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
21/7/2020	12:12 PM	5	26/6/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

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 \*\*\*

# Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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FOLIO: CP/SP90936

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SEARCH DATE	TIME	EDITION NO	DATE
27/5/2015	2:47 PM	1	13/2/2015

LAND

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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

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

SECOND SCHEDULE (6 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 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
- 4 P682569 EASEMENT TO DRAIN SEWAGE & WATER 0.61 WIDE & 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)

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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		

NOTATIONS

---

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

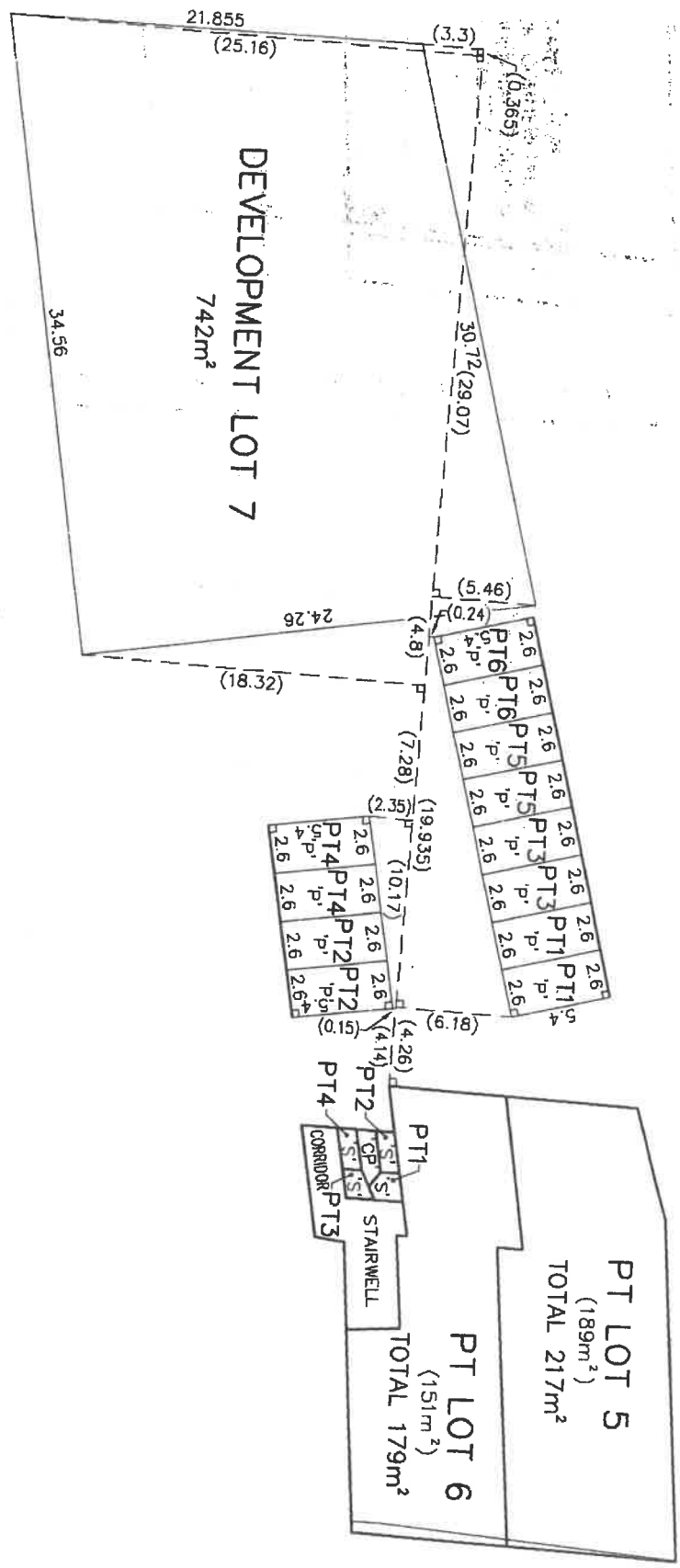
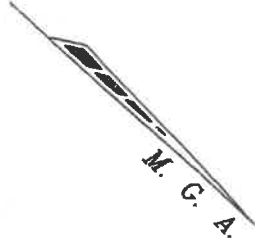


\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.  
InfoTrack an approved NSW Information Broker hereby certifies that the information contained in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



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

### GROUND FLOOR PLAN



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 6.

CP - COMMON PROPERTY  
 P - CAR PARK (14m<sup>2</sup>)  
 S - STORE ROOM  
 STAIRWELL AND CORRIDOR AREAS ARE COMMON PROPERTY.

STORE ROOM AREAS	
PT1	2m <sup>2</sup>
PT2	2m <sup>2</sup>
PT3	2m <sup>2</sup>
PT4	2m <sup>2</sup>

Surveyor: GEOFFREY ALLAN GOLLEDDGE  
 Surveyor's Ref: 506.07  
 Subdivision No: 131857  
 Lengths are in metres. Reduction Ratio 1:250



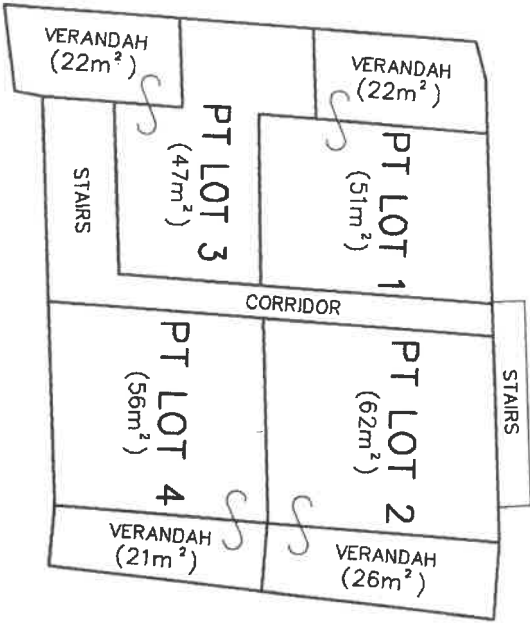
**SP90936**

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

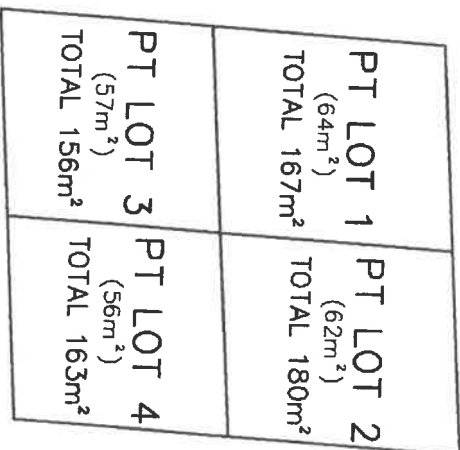
M. G. A.

FIRST FLOOR PLAN



M. G. A.

SECOND 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.

10 20 30 40 50 60 70 80 80 100 110 120 130 140 150 Table of mm

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



Registered  
 13.2.2015

SP90936

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)

Office Use Only

Registered:  13.2.2015

Purpose: STARA PLAN



SP90936 S

PLAN OF SUBDIVISION OF LOT 101  
DP 1193935

LGA: MAITLAND  
Locality: MAITLAND  
Parish: MAITLAND  
County: NORTHUMBERLAND

Strata Certificate (Approved Form 5)

(1) \*The Council of MAITLAND  
\*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.

\* (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.

\* (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.

\* (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 HIGH STREET

\* (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

\* (5) This approval is given on the condition that lot(s) 5 are created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.

Date: 5.6.14

Subdivision number: 131857

Relevant Development Consent number: DA131857

Issued by: Maitland City Council

Signature:   
Authorised Person (General Manager/Accredited Certifier)

\* strike through if inapplicable.  
^ Insert lot numbers of proposed utility lots.

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 90936  
No. 333 HIGH STREET  
MAITLAND NSW 2320

The adopted by-laws for the scheme are:

\* ~~RESIDENTIAL & COMMERCIAL~~ Model By-laws

\* together with, Keeping of animals: Option ~~1A~~ 1A/DAG

\* By-laws in 23 sheets filed with plan.

\* Strike through if inapplicable

\* ^ Insert the type to be adopted (Schedule 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

GEOFFREY ALLAN GOLLEDGE  
of PO BOX 132 MAITLAND NSW 2320

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

(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;

(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.

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 4.6.14

\* Strike through if inapplicable.

\* ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

SURVEYOR'S REFERENCE: 506.07

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

Registered:  13.2.2015 Office Use Only

PLAN OF SUBDIVISION OF LOT 101  
 DP 1193935

**SP90936**

Office Use Only

Subdivision Certificate number: 131857  
 Date of endorsement: 5/6/14

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.

**SCHEDULE OF UNIT ENTITLEMENT**

LOT No.	UNIT ENTITLEMENT
1	150
2	160
3	155
4	160
5	200
6	175
7	100
<b>AGGREGATE</b>	<b>1100</b>

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 28QAA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Leasehold Development) Act 1986.

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)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE: -

- 1) RIGHT OF CARRIAGEWAY, 6 WIDE

SURVEYOR'S REFERENCE: 506.07

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)

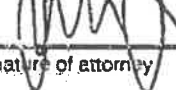
  
Signature of authorised person  
Karl Waeger  
Name of authorised person  
Director/secretary  
Office held

  
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 41000


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 Parkington  
Name of attorney signing on behalf of  
Suncorp-Matway 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 127 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

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 85B 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:

Leslane Pty Limited ABN 63125615205  
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)	Benefited 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.

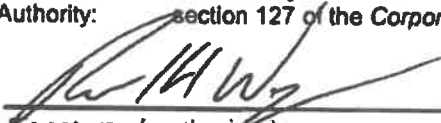
Two handwritten signatures in black ink, one appearing to be 'Shaw' and the other 'C.D.'.

# 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) appear(s) below pursuant to the authority specified.

Corporation: Leelane Pty Ltd **ABN 63125615205**  
Authority: 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 Waeger**  
\_\_\_\_\_  
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 Schroder**  
\_\_\_\_\_  
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 sighted identifying documentation.

# SP90936

(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]



Signature of witness

Marisa Guanzon Bull

Name of witness

36 Wickham Tce, Brisbane Qld

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

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

LEVEL 1

Joanne Kathryn Partington

Name of attorney

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.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND

RESTRICTIONS ON THE USE OF LAND INTENDED

TO BE CREATED PURSUANT TO

SECTION 88B, COMPANANCING ACT, 1919

Sheet 1 of 1 Sheet

Lengths are in metres

PLAN **DP 647068**

PAGE 1

Name and address of  
 Registrar of the  
 Instrument

Of easement for support of  
 variable width within Lot 2 DP  
 615885  
 N J Ore Real Estate Pty Limited  
 of 541 Blyth Street  
 BALTLAND NSW 2320

Identity of easement referred  
 to in above-mentioned plan:

Easement for Support Variable  
 Width

Schedule of land affected

Land burdened

Polio Identifier 2/815885

Land benefited

Polio Identifier 1/557937

PAGE 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 derives support from so much of  
 its wall as is at the date of this instrument built upon the land burdened and  
 for the repair of that wall as and when deemed necessary and at the cost of  
 the registered proprietor for the time being of the land benefited.

THE COMMON SEAL of N J ORE REAL  
 ESTATE PTY LIMITED was hereunto  
 set forth in accordance with its  
 Articles of Association in the  
 presence of:

*[Signature]*  
 Secretary

*[Signature]*  
 Director

THE COMMON SEAL of BEAUMONT BUILDING  
 COMPANY LIMITED was hereunto  
 set forth in accordance with its  
 Articles of Association and in the presence of:

*[Signature]*  
 Secretary

*[Signature]*  
 Director



REGISTERED 30-11-1991

0 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 2nd December 1992



No. 5 PM  
 75. NOV 5  
 11 DEC 1975  
 P 4 0 9 9 0 4  
 2 MAR 1976  
 Lodgement 25 NOV 1976  
 Endorsement  
 M. Nettle 25/1/76  
 \$36-00

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)



I, **AMALGAMATED SECURITIES LIMITED** a Company duly incorporated and having its registered office at 2-4 Park Street, Sydney in the State of New South Wales

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

less estate, strike out "in simple" and interline the required alteration.

(herein called transferor)  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **One Dollar** (\$1.00) (the receipt whereof is hereby acknowledged) paid to Transferor by **Aberdare County Council**

grant  
 do hereby transfer to

**ABERDARE COUNTY COUNCIL**

(herein called transferee)

Out of such  
 Acknowledged its Estate and Interest in **ALL THE** land mentioned in the schedule following:—

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 1") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 1147/1")

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Northumberland	Maitland	part of being Lot 1 in D.P. 557937/	12624	165	Being the land marked easement to drain sewerage and water .61 wide and variable width on a plan hereunto annexed and marked with the letter "A"

67483D

~~And the transferee covenant(s) with the transferor'~~

An Easement to Drain Sewage as defined in Part IV of Schedule V111 of the Conveyancing Act, 1919 and Easement to Drain Water as defined in Part XII 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 5999 Folio 217.

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

d Strike out, if unnecessary, suitably adjust.  
(i) If any easements are to be created or any exceptions to be made: or  
(ii) If the statutory covenants implied by the Act are intended to be varied or modified.  
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.'

e A very short note will suffice.

K 1165-1 S: 437-1

If the Transferor or Transferee signs by mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.  
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or a Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) of the Real Property Act should sign the certificate at the foot of this page.  
Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales, by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part of such other person as the Chief Justice of New South Wales may appoint.  
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.  
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 10th day of September 1975  
Signed in my presence by the transferor  
WHO IS PERSONALLY KNOWN TO ME  
THE COMMON SEAL OF THE ABERDARE COUNTY COUNCIL was hereunto affixed this Tenth day of September 1975 in pursuance of a resolution of the Council passed on the 28th day of August 1975)

Accepted, and I hereby certify this transfer to be correct for the purpose of the Real Property Act.  
Chairman  
Transferor\* Transferee  
County Clerk

THE COMMON SEAL OF AMALGAMATED SECURITIES LIMITED  
Signed in my presence by the transferee  
WHO IS PERSONALLY KNOWN TO ME  
duly affixed in the presence



Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

John Walton  
Director  
Transferee(s), Transferor



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. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of \_\_\_\_\_

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and declared that he personally knew \_\_\_\_\_ the attesting witness to this instrument, signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ the person's own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.  
† N.D. - Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the attestation being verified by signature or initials in the margin, or noticed in the attestation.  
K 1165-2 5: 47-3



P 682569

Registered  
 P 489904

\$365

Lodged by

BARTIER, PERRY & PURCELL.

Address

SOLICITORS  
 147 MACQUARIE STREET,  
 SYDNEY. 2000. 221-9177

Phone No.

No. \_\_\_\_\_

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

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 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 mortgagee should execute a formal discharge where the land transferred is the whole of or the residuum of the land in the Certificate of Title of Crown Grant or 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.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____

Received Docs.

Nos. \_\_\_\_\_

Receiving Clerk \_\_\_\_\_

Indexed	<b>MEMORANDUM OF TRANSFER</b> Easement No Drain Sewerage & Water
Checked by <i>AB</i>	Particulars entered in Register Book
Passed (in S.D.B.) by <i>AB</i>	_____
Signed by <i>MA</i>	_____ 17.5.1976 Registrar General

Registered 29-3-1977  
 \_\_\_\_\_  
 REGISTRAR GENERAL

**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. \_\_\_\_\_

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

M.P.R. 1480

PLAN FORM 1

WARNING: CREASING

<p style="text-align: center;"><b>Council Clerk's Certificate</b></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 34B 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 (insert "new road", "subdivision" or "consolidated lot") set out herein</p> <p>Subdivision No. ....</p> <p>Date .....</p> <p>(Signature) .....</p> <p style="text-align: center;">Council Clerk</p> <p><small>*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where 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 style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, <u>WALTER JACK CRISP</u>  of <u>C.N. SCOTT, CRISP &amp; CO. MAITLAND</u>  a surveyor registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this plan <u>AS COMPILED FROM INFORM. D.P. 55, 1957</u>  is accurate and has been made (1) by <del>me</del> (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on <u>12/9/75</u></p> <p>Signature <u>[Signature]</u>  Surveyor registered under Surveyors Act, 1928, as amended.  Datum Line of Azimuth.  *Strike out either (1) or (2). Insert date of survey.</p>
<p>Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, assessments or restrictions as to user.</p> <p style="text-align: center;"><u>[Signature]</u> CHAIRMAN  <u>[Signature]</u> COUNTY CLERK</p> <p style="text-align: center;">"A"</p> <p>This is the plan referred to in the annexed Transfer made between Amalgamated Securities Limited and Aberdare County Council and dated the 10th September, 1975.</p> <p>THE COMMON SEAL OF AMALGAMATED SECURITIES LIMITED          THIS HEREUNTO AFFIXED IN WITNESS WHEREOF THE ARTICLES OF ASSOCIATION.</p> <p><u>[Signature]</u>          Director</p> <p><u>[Signature]</u>          Secretary</p> <div style="text-align: right;">  </div>	
<p>10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170</p> <p>Table of mm</p> <p style="text-align: center;">SURVEYOR'S REFERENCE</p>	



PLAN FORM 1

WARNING: CREASING

<p><b>Council Clerk's Certificate</b></p> <p>I hereby certify that -</p> <p>(a) the requirements of the Local Government Act, 1918 (other than the requirements for the registration of plans), and</p> <p>(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and Drainage Act, 1938, or amended,</p> <p>have been complied with by the applicant in relation to the proposed (insert "new road", "subdivision" or "consolidated lot") set out herein</p> <p>Subdivision No. ....</p> <p>Date .....</p> <p>(Signature) .....</p> <p style="text-align: center;">Council Clerk</p> <p><small>* This part of certificate to be deleted where the application is only for a consolidated lot of the opening of a new road or where 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><b>Surveyor's Certificate</b></p> <p>I, <u>WALTER JACK CRISP</u>                  of <u>C.N. SCOTT, CRISP &amp; CO. MAITLAND</u>                  a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan <u>AS COMPILED FROM DEEDS D.T. 25.1.1951</u>                  is accurate and has been made "(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on <u>22/5/75</u></p> <p>Signature <u>[Signature]</u>                  Surveyor registered under Surveyors Act, 1929, as amended.                  Datum Line of Azimuth.                  *Strike out either (1) or (2). Insert date of survey.</p>
---	--

Signatures, sets 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

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

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

[Signature]  
 Secretary

John Walter  
 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

OR FOLDING WILL LEAD TO REJECTION

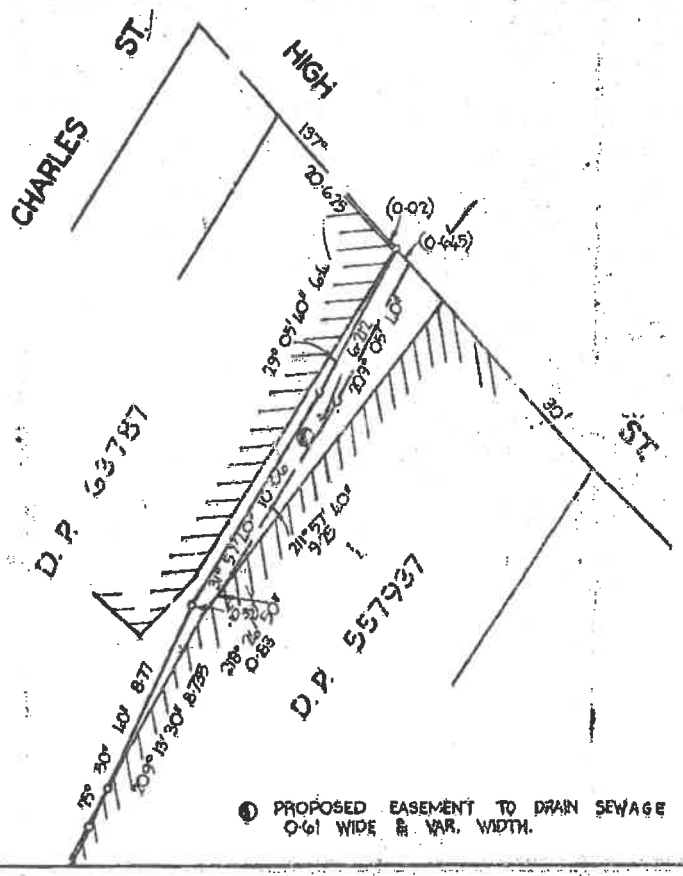
OFFICE USE ONLY

PLAN OF EASEMENT TO DRAIN SEWAGE & WATER  
 0.61 WIDE & VAR. WIDTH WITHIN LOT 1  
 DP 557937

P682569

Plan/Shire City: MAITLAND      Locality: MAITLAND  
 Parish: MAITLAND      County: NORTHUMBERLAND  
 Reduction Ratio 1: 200      Lengths are in metres

Registered:  
 C.A.:  
 Title System:  
 Purpose:  
 Ref. Map:  
 Last Plan:



① PROPOSED EASEMENT TO DRAIN SEWAGE & WATER  
 0.61 WIDE & VAR. WIDTH.

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

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SP90936 C

## Strata Development Contract

### Warning

*d* This contract contains details of a strata scheme, which is proposed to be developed in ~~(insert~~ <sup>two (2)</sup> 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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## Approved Form 15

- 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 subjacent 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 1996 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*  
*ABN 63125615205*  
*127 Corporations Lane*



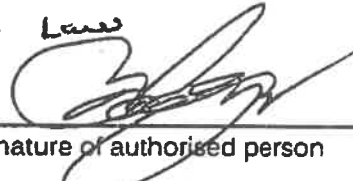
Signature of authorised person

Karl Waeger

Name of authorised person

Director/Secretary

Office held



Signature of authorised person

Michael Waeger

Name of authorised person

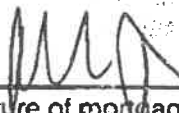
Director

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 3660 No. 372

LEVEL 1



Signature of mortgagee's attorney

*Joanne Kathryn Partington*

Name of attorney

Witnessed by:

*Marisa*  
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)

Date:

5/6/2014



Signature of authorised officer

LEANNE HARRIS

Name of authorised officer

DEVELOPMENT ASSESSMENT COORDINATOR

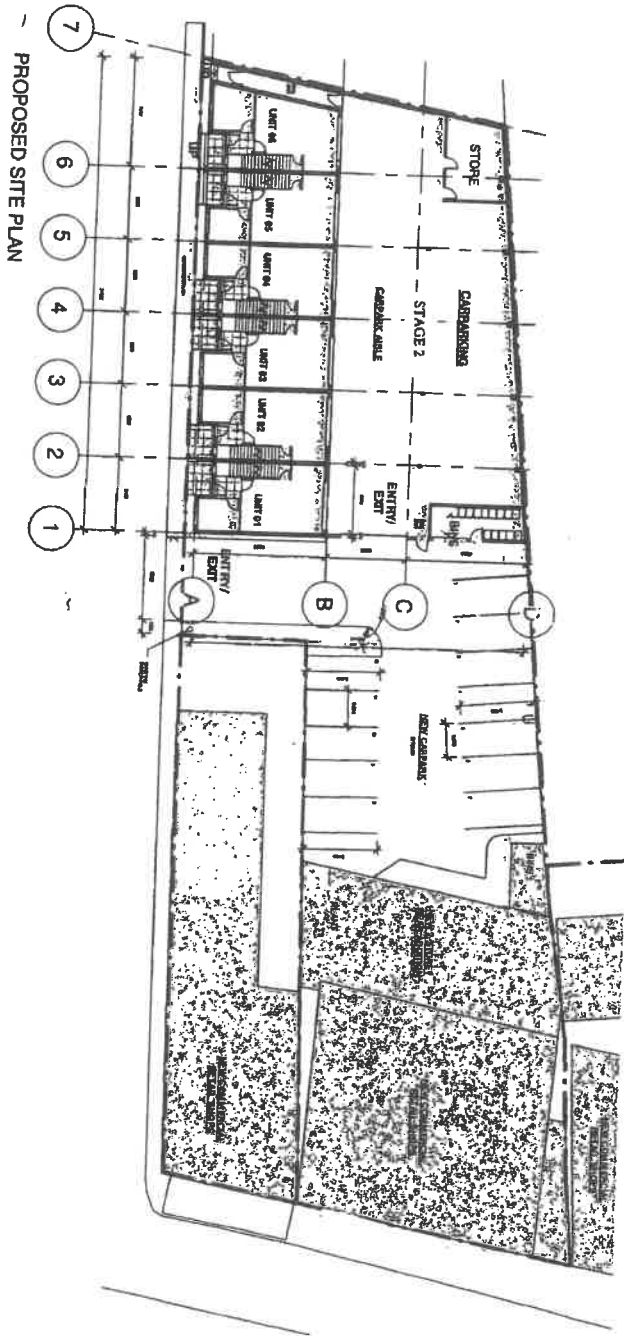
Authority of officer

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

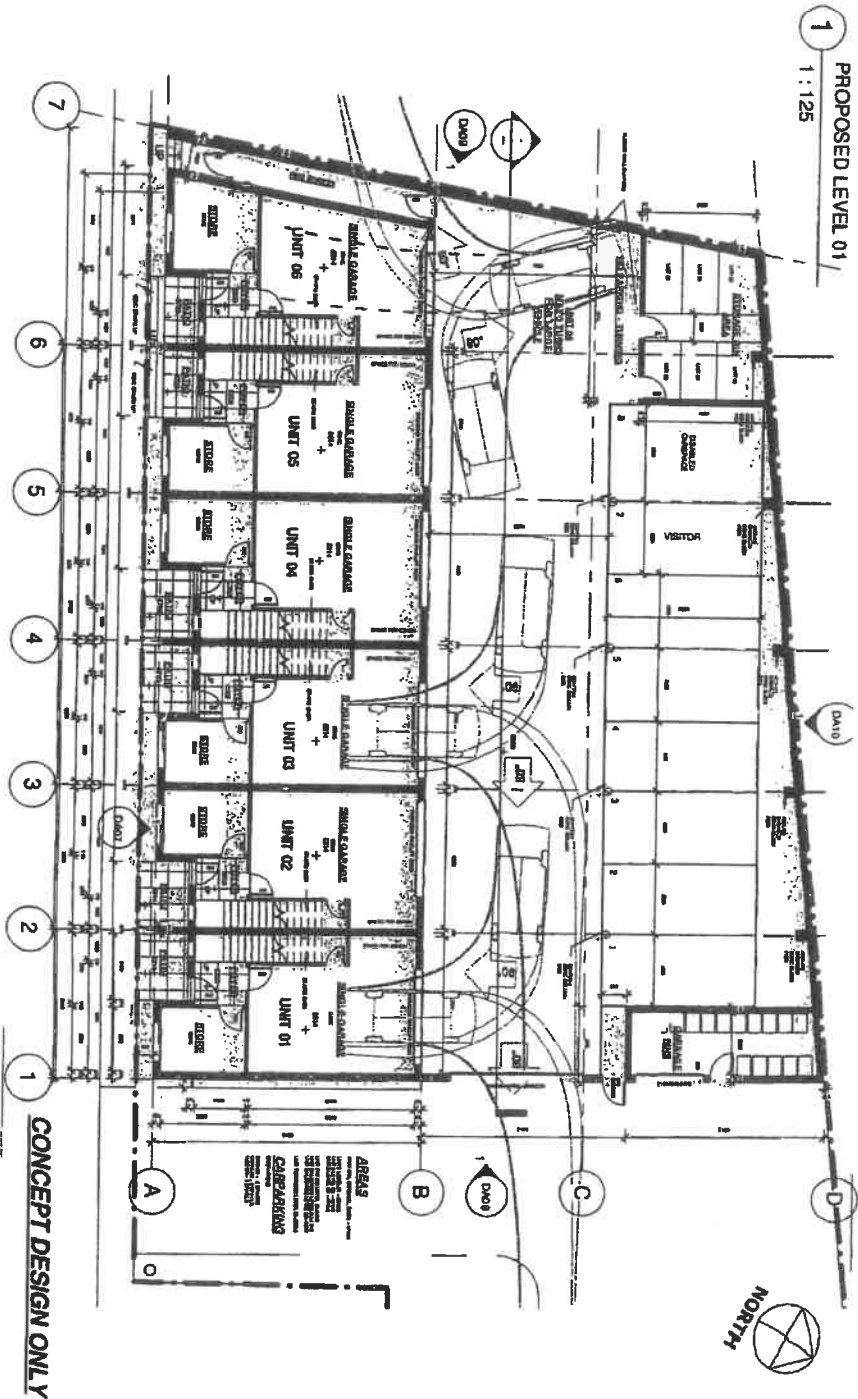
SP90936



CONCEPT DESIGN ONLY

STRATA DEVELOPMENT CONTRACT	
<b>CONCEPT PLAN</b>	
PLAN OF DEVELOPMENT	
STRATA PLAN No.	Sheet 10 of 13 sheets(s)
CONSENTED TO:	
APPLICATION No.	
REGISTERED DATE:	

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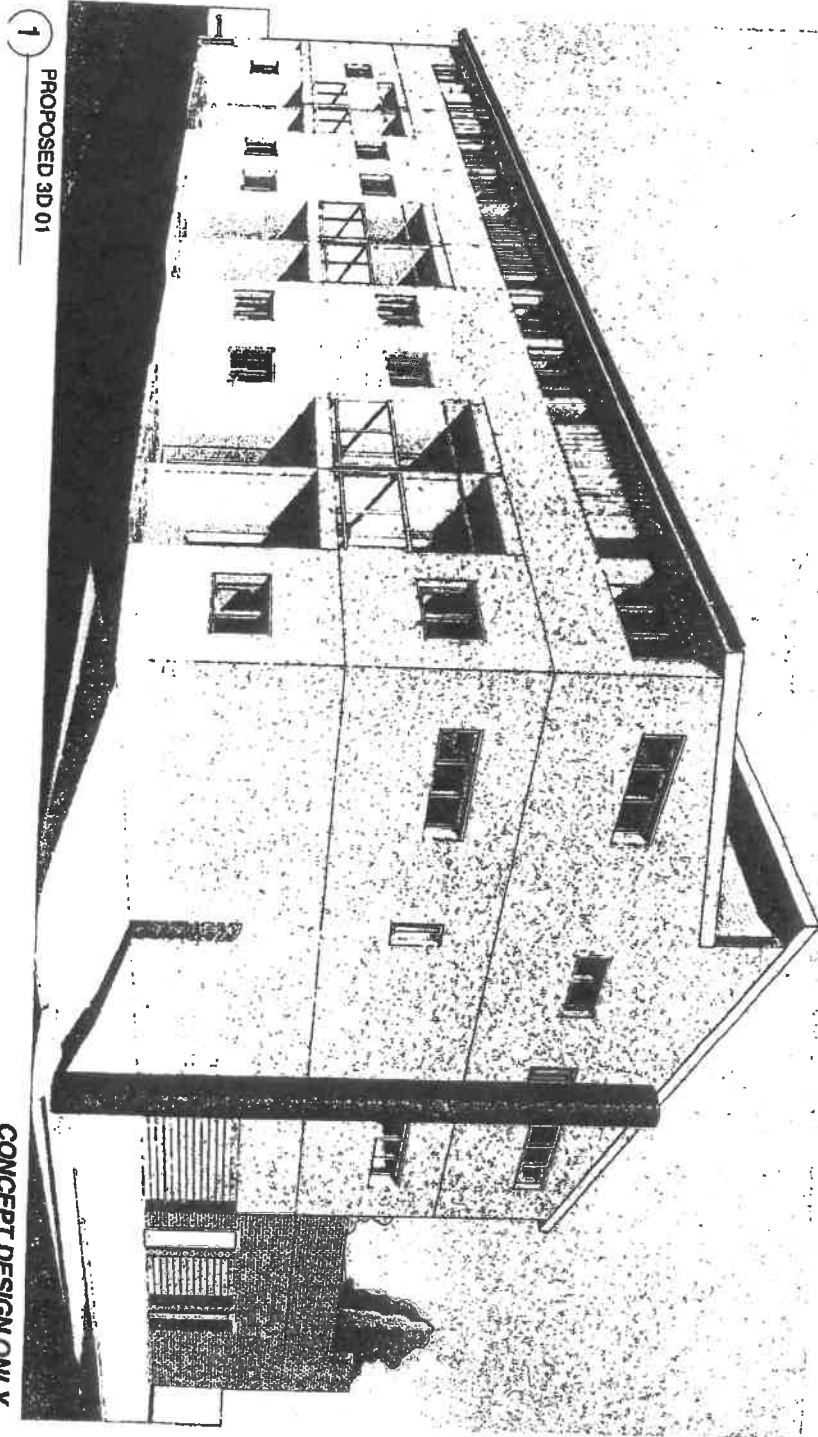


STRATA DEVELOPMENT CONTRACT  
**CONCEPT PLAN**  
 PLAN OF DEVELOPMENT

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

Sheet 2 of 13 sheet(s)

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1

PROPOSED 3D 01

CONCEPT DESIGN ONLY

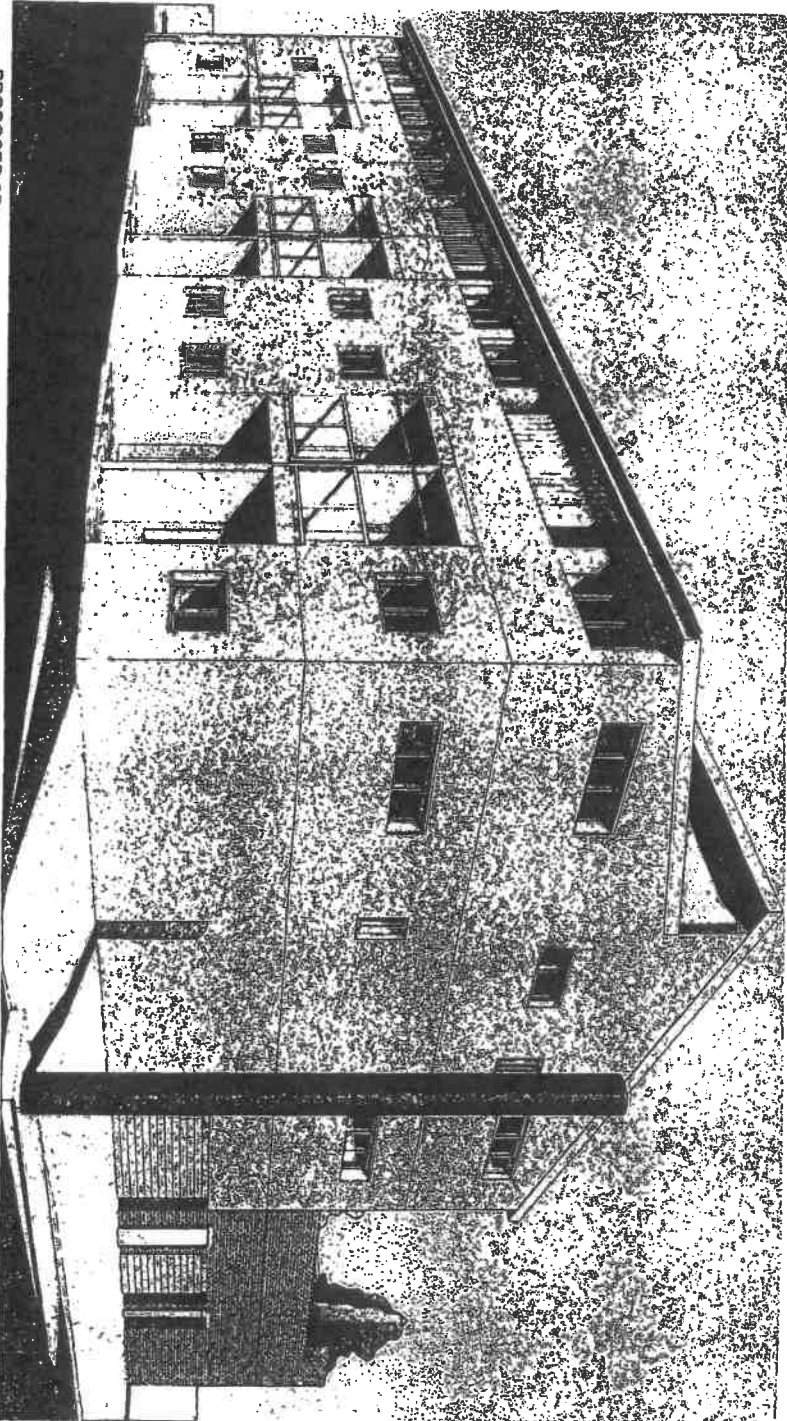
STRATA DEVELOPMENT CONTRACT	
<b>CONCEPT PLAN</b>	
PLAN OF DEVELOPMENT	
STRATA PLAN No.	13 of 13 sheet(s)
CONSENTED TO: APPLICATION No.	
REGISTERED DATE:	



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1

PROPOSED 3D 01



CONCEPT DESIGN ONLY

STRATA DEVELOPMENT CONTRACT	
<b>CONCEPT PLAN</b>	
PLAN OF DEVELOPMENT	
STRATA PLAN No.	CONSENTED TO:
	APPLICATION No.
	REGISTERED DATE:

## Approved Form 27 By-Laws

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



**SP90936 D**

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 13/1857 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 fini 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;

**SP90936**

**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 acting 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, consents 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

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- 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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### **Signage**

- 5.6 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**

### **Noise**

- 6.1 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**

- 6.2 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  $L_{n,w+Ci}$  of not greater than 48dB measured under 150140-6 rated in accordance with ISO 717-2 or a weighted standardised impact sound pressure level with spectrum adaptation term  $L_{nT,w+Ci}$  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.

### **Consent**

- 6.3 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**

- 6.4 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**

- 6.5 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.

## **8 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.

8.4 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

- 8.5 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.
- 8.6 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 8.5, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

## 9 Cleaning

### Cleaning and Maintenance of Lot

- 9.1 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
- 9.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors, and if applicable glass balcony louvres 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:
  - (a) 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) 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

### Owner's 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 Occupiers 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;

- corporation notice in writing before changing a lock on the door to a  
additional locks or door hardware;
- 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.
- 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  
Leelane Pty Ltd in accordance with s.127  
Corporations Act 2001:

ABN 631 256 152 05

  
Karl Waeger (Director)

  
Michael Waeger (Director)

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Signature/seal of mortgagee

M 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



**Certificate No.: PC/2018/2631**

**Certificate Date: 27/08/2018**

**Fee Paid: \$53.00**

**Receipt No.: 258753**

**Your Reference: 7362K/L**

**SECTION 10.7 PLANNING CERTIFICATE**  
**Environmental Planning and Assessment Act, 1979 as amended**

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<b>APPLICANT:</b>	Greenhills Conveyancing  gabrielle@greenhillsconveyancing.com.au
<b>PROPERTY DESCRIPTION:</b>	3/333 High Street MAITLAND NSW 2320
<b>PARCEL NUMBER:</b>	62331
<b>LEGAL DESCRIPTION:</b>	Lot 3 SP 90936

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**IMPORTANT: Please read this Certificate carefully.**

This Certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact Council by phoning (02) 4934 9700, or personally at Council's Administration Building at 285-287 High Street, Maitland.

The information provided in this Certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

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. We recommend that you only rely upon a very recent Certificate.

The following responses are based on the Council's records and/or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this Certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

**Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available from Council's [website](#).**

## **PART 1: MATTERS PROVIDED PURSUANT TO SECTION 10.7 (2)**

### **1. Local Environmental Plan (LEP)**

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

#### **Exhibited draft Local Environmental Plans**

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

#### **Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

#### **Development Control Plan prepared by the Director General**

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

#### **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:

- SEPP21 Caravan Parks
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP30 Intensive Agriculture
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP44 Koala Habitat Protection
- SEPP50 Canal Estate Development
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP55 Remediation of Land
- SEPP Affordable Rental Housing 2009
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Infrastructure) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP64 Advertising and Signage
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Rural Lands) 2008

### **Draft State Environmental Planning Policies**

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act:

#### ***Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016***

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

#### ***Review of State Environmental Planning Policy 44 - Koala Habitat Protection***

The proposed amendment to this SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

## **2. Zoning and land use under relevant LEPs**

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

### **B4 Mixed Use**

The following development information gives the objectives of the zone, the description of the zone and identifies development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

### **B4 Mixed Use**

#### **a) Purpose/Objective**

- To provide a mixture of compatible land uses
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling

#### **b) Permitted with Consent**

Attached dwellings; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Medical centres; Multi-dwelling housing; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

#### **c) Permitted without Consent**

Home occupations

**d) Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; 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 treatment plants; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies.

**e) Land dimensions to permit the erection of a dwelling house on the land**

For the land zoned B4 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.

**f) Critical Habitat**

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

**g) Conservation Area**

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.

**h) Item of Environmental Heritage**

The land does NOT contain an item of Environmental Heritage.

**3. Complying Development**

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 under the General Housing Code or Rural Housing Code, the development is a detached outbuilding 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 under the General Housing Code or Rural Housing Code, the development is a detached outbuilding 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 under the General Housing

Code or Rural Housing Code, the development is a detached outbuilding 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.**

**4B. Annual charges under Local Government Act 1993 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).

**5. 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.

**6. Road widening and road realignment**

- 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 any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council

The information above relates to Council's road proposals only. Other authorities, including Roads and Maritime Services, may have proposals, which have not been set out.

## **7. Council and other public authority policies on hazard risk restrictions**

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 a Contaminated Lands Policy to provide a framework to appropriately manage land contamination risk through the land use planning process. This Policy seeks to ensure that changes in land use will not increase the risk to human health or the environment. The Policy applies to all land in the Maitland Local Government Area.

### **7A. Flood Related Development Controls**

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) IS subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Development on this land or part of this land for any other purpose IS subject to flood related development controls contained within clause 7.3 of the Maitland LEP 2011 and s.B3 of the Maitland DCP 2011.

Information given in relation to flooding is based upon Council's adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

## **8. Land Reserved for Acquisition**

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.

## **9. Contribution Plans**

The following contribution plan(s) apply to the land:

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

Contributions Plans may be viewed on Council's website or inspected and purchased at Council's Customer Service Centre.

### **9A. Biodiversity Certified Land**

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

## **10. Biodiversity Stewardship Sites**

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*.

**10A. Native Vegetation clearing set asides**

The Council is not aware if the land contains a set aside area under 60ZC of the *Local Land Services Act 2013*.

**11. Bushfire Prone Land**

The land is NOT identified as being bushfire prone land.

**12. Property vegetation plans**

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).

**13. Order under Trees (Disputes between Neighbours) Act 2006**

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.

**14. Directions under Part 3A**

There is NO direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

**15. Site Compatibility Certificate and Conditions for Seniors Housing**

**a) Site Compatibility Certificate**

Council is unaware of whether a current Site Compatibility Certificate issued under Clause 25 of the State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 has been issued for the land.

**b) Conditions of Development Consent since 11 October 2007**

No development consent has been granted for the development permitted under State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 after 11 October 2007.

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

Council is unaware of whether a valid Site Compatibility Certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

**17. Site compatibility certificates and conditions for affordable rental housing**

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.

**18. 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.

**19. Site verification certificates**

Council is not aware of any current site verification certificate in respect of the land.

**20. Loose-fill asbestos insulation**

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

**21. Affected building notices and building product rectification orders**

The Council is NOT aware of any affected building notice which is in force in respect of the land.

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 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 voluntary management proposal within the meaning of the Contaminated Land 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.

**David Evans**  
General Manager





# HUNTER WATER CORPORATION

A.B.N. 48 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A

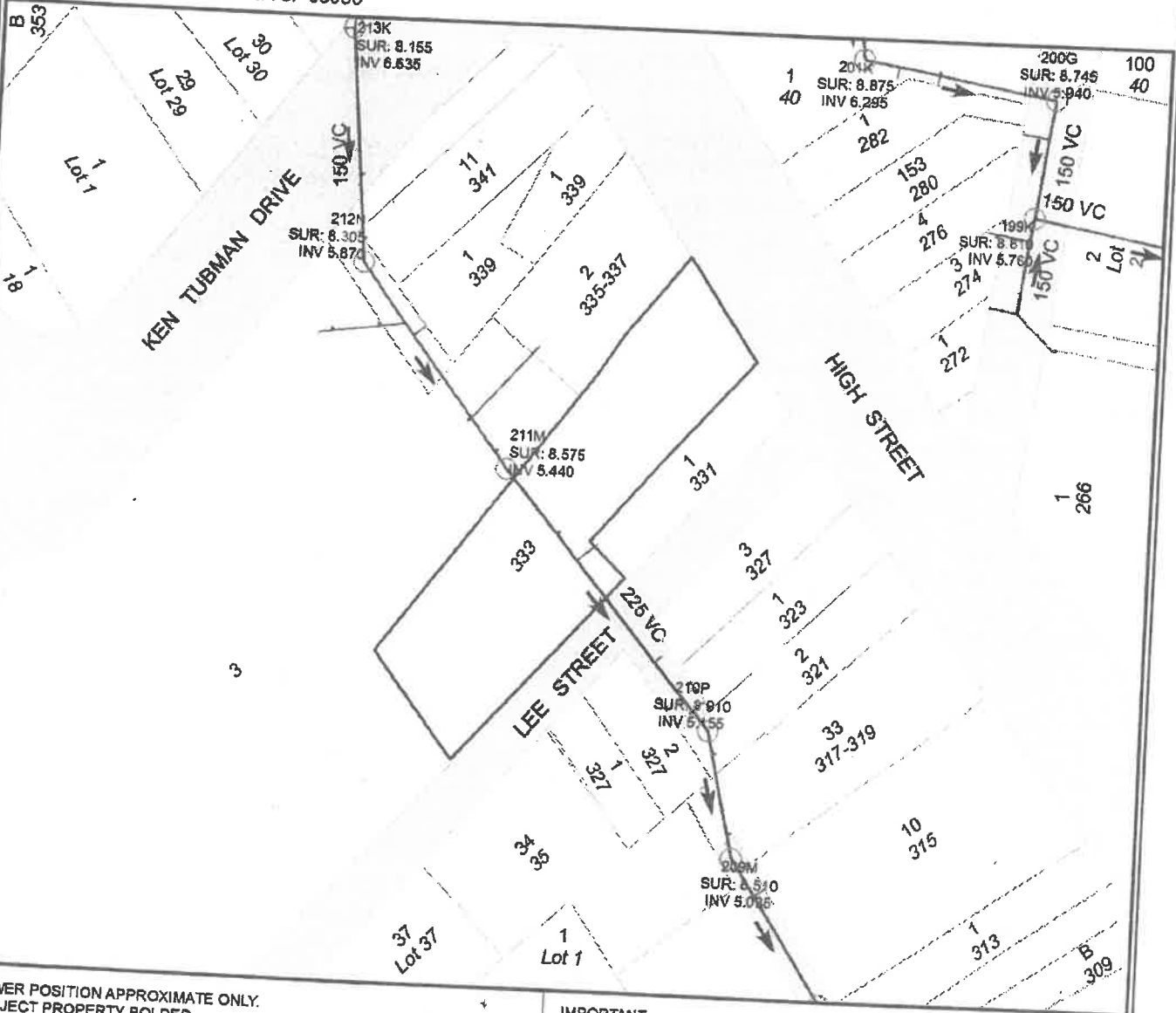
APPLICATION NO.: 0467757137

APPLICANT REF: M 7631

RATEABLE PREMISE NO.: 9502258586

PROPERTY ADDRESS: 333 HIGH ST MAITLAND 2320

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



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLDDED.  
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: 15/06/2015

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © AAMHatch  
© Department of Planning

SEWER/WATER/RECYCLED WATER  
UTILITY DATA  
© HUNTER WATER CORPORATION



## OCCUPATION CERTIFICATE

Environmental Planning & Assessment Act 1979, as amended

### APPROVED

<b>Construction Certificate No.</b>	CC 08-560-A	<b>Issued On:</b>	5 August 2008
<b>Development Application No.</b>	DA-05-2097 (amended)	<b>Issued On:</b>	27 June 2013

**APPLICANT NAME:** Leelane Pty Ltd

**POSTAL ADDRESS:** c/- Martin Building Services  
PO BOX 715  
MAITLAND NSW 2320

**LAND:** Lot 1 DP557937  
333 High Street MAITLAND

**DEVELOPMENT:** Refurbishment of Existing Commercial Premises

**CERTIFYING AUTHORITY:** Scott McGufficke

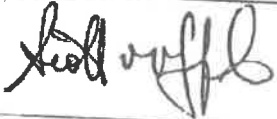
**BCA CLASS:** 6 & 2

**TYPE OF CERTIFICATE:** Final

**PORTION OF BUILDING:** Refurbishment of Existing Commercial Premises

The Principal Certifying Authority certifies that:-

- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.

<b>SCOTT MCGUFFICKE - BPB0220</b> <b>PRINCIPAL CERTIFYING AUTHORITY</b>	<b>Certificate Issued On:</b>
	19 March 2014

MAITLAND - AcroCerti Pty Ltd ABN 52 109 795 137  
308 High St (PO Box 216) Maitland NSW 2320  
T 02 4933 5626 F 02 4933 5609 E maitland@acrocert.com.au

FORSTER - AcroCerti Pty Ltd ABN 52 109 795 137  
Shop 1, The Marina Cnr Little & Wallis St Forster NSW 2428  
T 02 6554 7648 F 02 6554 7688 E forster@acrocert.com.au



## OCCUPATION CERTIFICATE

Environmental Planning & Assessment Act 1979, as amended

### APPROVED

<b>Construction Certificate No.</b>	2015-0450	<b>Issued On:</b>	29 July 2015
<b>Development Approval No.</b>	05-2097	<b>Issued On:</b>	4 May 2015

<b>Applicant</b>	Lee Lane Pty Ltd C/- Martin Building Services PO Box 715 MAITLAND NSW 2320
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<b>Land</b>	Lot 100 DP1187999 333 High Street MAITLAND
<b>Development</b>	Carport x 2
<b>BCA Class</b>	10a
<b>Type of Certificate</b>	Final
<b>Portion of Building</b>	Carport x 2

**Statement:-**


- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation Certificate is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.

**THIS CERTIFICATE ISSUED BY:**

Stephen Murray - Accreditation Number: BPB0282

On behalf of AcroCert Pty Ltd - ABC 5

Accreditation Body: Building Professionals Board

<b>Signature:</b> 	<b>Certificate Issued On:</b> 6 November 2015
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