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Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|--|---|
| vendor's agent | FIRST NATIONAL REAL ESTATE | Phone: 49335544 Fax: Ref: |
| co-agent | | |
| vendor | | |
| vendor's solicitor | MENAI DISTRICT CONVEYANCING SERVICE PO BOX 1023 MENAI CENTRAL NSW 2234 | Phone: 95410422 Fax: 95410433 Ref: Email: menaiconvey@bigpond.com.au |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 29 /44-48 Melrose Street Lorn NSW 2320 Lot 29 / SP61215 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Villa | |
| attached copies | documents in the List of Documents as marked or numbered: 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 checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air-conditioner x 2 |
| exclusions | |
| purchaser | |
| purchaser's solicitor | Phone: Fax: Ref: Email: |
| price | \$ |
| deposit | \$ |
| balance | \$ |
| contract date | (10% of the price, unless otherwise stated) (if not stated, the date this contract was made) |

buyer's agent

| | | |
|-----------------|--|---------------|
| _____ vendor | <div style="border: 1px dashed black; padding: 5px; display: inline-block;"> GST AMOUNT (optional) The price includes GST of: \$ </div> | _____ witness |
| _____ purchaser | <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | _____ witness |

Choices

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *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 *GSTRW rate* (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

| 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 checked="" 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 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 checked="" 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 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 |
| Home Building Act 1989 | <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 |
| Swimming Pools Act 1992 | Other |
| <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

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:

| | |
|---|--|
| <p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p> | <p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p> |
|---|--|

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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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 *serving* 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 –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | 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; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

| | |
|---------------------------------|---|
| <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</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

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*.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS

32. AMENDMENTS TO THE PRINTED CLAUSES OF THE CONTRACT

Clause 7.1.1 – the words “5% of the price “ are replaced with “\$1.00”

Clause 8.1 the words “on reasonable grounds” are deleted.

Clause 14.4.2 is deleted.

Clause 16.5 delete the words “plus another 20% of that fee”.

Clause 16.7 delete the words “cash (up to \$2,000) or”. Amend the word “settlement” to read “Bank”

Clause 16.12 is deleted.

Clause 23.9 is deleted.

33. Subject always to any rights under condition 12 and pursuant to Section 52A(2)(b) of the Conveyancing Act 1919 as amended and Regulations pursuant thereto, it is agreed that in the event of any of the following conditions being at variance with the printed conditions the following conditions shall prevail.

34. The purchaser warrants that the purchaser has not been directly or indirectly introduced to the vendor or to the subject property by any real estate agent other than the real estate agent named on printed page No.1 of this contract and the purchaser agrees to indemnify the vendor against any claim for commission by any real estate agent who establishes that he did introduce the purchaser to the vendor or to the property. This clause shall not merge on completion.

35. If either party, or any one of them, being a natural person, prior to completion die or become mentally ill or be declared bankrupt then the other party may by notice in writing to the other party rescind this contract whereupon the provisions of Clause 19 herein shall apply.

Should the Purchaser(s) being a Company enter into any scheme or make any assignment for the benefit of creditors or being a Company resolve to go into liquidation or have a petition for the winding up of the Purchaser(s) presented or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the Purchaser(s) or any person included in that term then the Purchaser(s) and all person or companies included in that term shall be deemed to be in default of an essential term of this contract whereupon the Vendor(s) may terminate this contract in accordance with Clause 9 hereof.

36. It is an essential term of this contract that in the event that completion does not take place by the completion date the Purchaser(s) shall pay to the Vendor(s) on completion, in addition to the balance of purchase money, interest on the balance of the purchase money calculated at the rate of ten (10) percent per annum computed at a daily rate from the due date for completion to the actual date of completion (both dates inclusive) PLUS an amount of two hundred and twenty dollars (\$220) PROVIDED THAT should completion be delayed by reason of the Vendor(s) default, then neither interest nor \$220.00 fee shall be charged for the period during which completion was so delayed. It is agreed that these amounts are a genuine pre-estimate of the Vendor(s) loss of interest for the purchase money and liability for rates and outgoings and additional conveyancing expenses.

37. Should either party fail to complete this contract on or before the completion date specified herein then the other party shall be entitled to issue a Notice to Complete to the defaulting party to complete this contract within fourteen (14) days from the date of service of such notice and in this respect time shall be of the essence. BUT PROVIDED ALWAYS that the party serving the notice shall be at liberty at anytime to withdraw the said notice without prejudice to this continuing right to give any further such notice.
38. Notwithstanding the provisions of Clauses 6 & 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition of the purposes of Clause 8 hereof.
39. The Purchaser acknowledges that this contract contains the whole of the contract made between the parties and that the Purchaser enters into this contract relying solely on the Purchaser's own inspection and enquiries and not on any warranty, statement or representation by the vendor or any other person and the Purchaser agrees that no objection shall be taken, delay in completion, requisition raised, compensation claimed nor any rescission hereof made by the Purchaser in regard to the property sold and any inclusions if not in working order on completion.
40. Sufficient particulars of the title for the preparation of the transfer are contained in this contract. The Purchaser agrees that notwithstanding the provisions of Clause 4 of the contract, they shall not request the vendor to provide any further statement of title.
41. The Purchaser shall take title subject to the existing water, gas, electric installations and services, if any, and no objection shall be taken and no requisition made by the purchaser in respect of such installations and service on the ground that any connections are made through other properties and that no right or easement in respect of such installations and services exist or that any rights or easements cannot be obtained or in respect of any defects in such installations and service or on the ground that any water or main or any underground or surface pass through or under the subject property.
42. If a swimming pool is situated on the subject property then:-
 - (a) The vendor does not warrant that the swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and Regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation"
 - (b) Subject to the provision of Clause 22(a) hereof, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing does not comply with the provision of the Swimming Pool Legislation. It is further agreed that this provision shall not merge on completion.
43. If required by the vendors the Purchaser(s) gives to the vendors permission to use the deposit, or part thereof, as a deposit on the purchase of another property, deposit on a retirement village and/or for the use as stamp duty payable on the purchase contract.

If the vendor requires the use of the deposit, or part thereof, for the purpose aforesaid the stakeholder is hereby given permission by the parties to the contract to release the deposit, or part thereof, to the vendors for such purpose and shall not be further released.

44. Should the vendor require use of the deposit on settlement, in order to settle this matter or any simultaneous purchase, the purchaser grants permission for the deposit to be released, and if required, such release of deposit to be credited to the purchasers solicitor / conveyancers trust account (or source account) which shall be linked to the PEXA transaction as source funds. The vendor shall not be liable for any costs associated with the purchaser's requirement to satisfy this condition.
45. If settlement of this matter does not take place at the first appointment, due to the fault of the purchaser or the purchasers mortgagee, then the Purchaser shall pay fees, including agency fees, incurred by the vendor or the vendors mortgagee in relation to any re-arrangement of settlement.
46. If this matter is not to settle via PEXA, the original Memorandum of Transfer is to be served on the Vendors Conveyancer in accordance with clause 4.1 of the contract. If the original transfer is not received within the time stipulated in clause 4.1 an allowance will be made on settlement in the sum of \$77.00 in favour of the vendor being additional handling costs.
47. Cooling Off Period (if applicable)
The deposit shall be payable as follows:-
- (i) The payment of 0.25% of the purchase price on exchange of contracts; and
 - (ii) The balance of 10% to be received prior to the expiration of the cooling off period.
48. The vendor discloses that the Water connection / mains diagram/s annexed to this contract are the only diagrams available from the authority in the ordinary course of administration. The purchaser can make no objection, nor delay settlement, make any requisition or claim for compensation, arising from this disclosure and shall not be entitled to rescind this contract.
49. Electronic execution and consents under Electronic Transactions Act 2000 (NSW)
- (i) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor at any stage during this transaction.
 - (ii) The parties to this contract agree that, despite any custom, practise or code otherwise followed in respect of contracts for the sale of land, this contract is made on its execution by all parties to it and constitutes an original document in an electronic format / copy format.
 - (iii) The purchaser cannot require the vendor to produce an original of the executed document. The Purchaser can make no objection, nor delay settlement, make any requisition or claim for compensation, arising from this disclosure and shall not be entitled to rescind / terminate this contract.
50. Should this contract be completed as an "Electronic Transaction" the purchaser shall be required to serve on the vendors conveyancer the purchasers "order on agent" at least 2 hours prior to completion of this contract and such shall be held in escrow pending completion occurring.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 29/SP61215

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 11/2/2021 | 10:26 AM | 6 | 3/11/2016 |

LAND

LOT 29 IN STRATA PLAN 61215
AT LORN
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

ANNA MORRISON

(T AK893554)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP41691

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsmen

PRINTED ON 11/2/2021



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP41691

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|------------|
| 11/2/2021 | 10:26 AM | 10 | 12/11/2018 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 41691
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LORN
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MIDDLEHOPE COUNTY OF DURHAM
TITLE DIAGRAM SHEET 2 SP41691

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 41691
ADDRESS FOR SERVICE OF DOCUMENTS:
HUNTER STRATA MANAGEMENT PTY LTD
P O BOX 136
MAITLAND 2320

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 SP41691 THE STRATA SCHEME INCORPORATES DEVELOPMENT LOT 12
AND A DEVELOPMENT STATEMENT IN TERMS OF SECTION
8(1)(G) STRATA TITLES ACT, 1973
E997304 AMENDMENT TO DEVELOPMENT STATEMENT
I777250 AMENDMENT TO DEVELOPMENT STATEMENT
2487371 AMENDMENT TO DEVELOPMENT STATEMENT
- 3 AN42731 INITIAL PERIOD EXPIRED
- 4 AN844851 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 230)

| STRATA PLAN 41691 | | | | | | | |
|-------------------|-----|--------------|-----|--------------|-----|--------------|-----|
| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
| 1 - 10 | | 2 - 10 | | 3 - 10 | | 4 - 10 | |
| 5 - 10 | | 6 - 10 | | 7 - 10 | | 8 - 10 | |
| 9 - 10 | | 10 - 10 | | 11 - 10 | | 12 - SP42972 | |
| STRATA PLAN 42972 | | | | | | | |
| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
| 13 - SP42973 | | 14 - SP53429 | | 15 - SP53429 | | 16 - SP61215 | |

END OF PAGE 1 - CONTINUED OVER

glsmen

PRINTED ON 11/2/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP41691

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 230) (CONTINUED)

| | | | | | | | |
|-------------------|---------|------|---------|------|-----|------|-----|
| STRATA PLAN 42972 | | | | | | | |
| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
| STRATA PLAN 42973 | | | | | | | |
| LOT | ENT | LOT | ENT | | | | |
| 17 - | 10 | 18 - | 10 | | | | |
| STRATA PLAN 53429 | | | | | | | |
| LOT | ENT | LOT | ENT | | | | |
| 19 - | SP53430 | 20 - | SP61216 | | | | |
| STRATA PLAN 53430 | | | | | | | |
| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
| 21 - | 10 | 22 - | 10 | 23 - | 10 | 24 - | 10 |
| STRATA PLAN 61215 | | | | | | | |
| LOT | ENT | LOT | ENT | LOT | ENT | | |
| 28 - | 10 | 29 - | 10 | 30 - | 10 | | |
| STRATA PLAN 61216 | | | | | | | |
| LOT | ENT | LOT | ENT | LOT | ENT | | |
| 25 - | 10 | 26 - | 10 | 27 - | 10 | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsmen

PRINTED ON 11/2/2021

FORM 1

COUNCIL'S CERTIFICATE

CLARENCE CASIN (Name of Council)
 Mayor of the City of Dunham
 401 4th Street, Dunham, Saskatchewan
 S9A 1G9 (Date may be extended by the approval of Council) (Date of Issue)

1. Title of Certificate

2. Date of Issue

3. Description of the Certificate

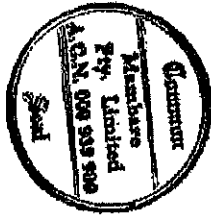
4. Name of the Applicant

No. **1-4-99**

Mark Thomas
 Council Member

5. Period of Validity

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.



STATE BANK OF NEW SOUTH WALES LIMITED (NSW CORP) (INCORPORATED IN AUSTRALIA)
 100 Market Street, Sydney, NSW 2000
 Attention: Mr. [Name]
 Telephone: [Number]
 Fax: [Number]

6. Schedule of Documents
 7. Schedule of Plans
 8. Schedule of Other Documents

SIGNATOR'S CERTIFICATE

KEITH BUDNICK
 P.O. BOX 365 BATHURST TERRACE, 2724

1. Name of the Applicant
 2. Date of Issue
 3. Description of the Certificate

4. Name of the Signatory

5. Period of Validity

6. Date of Issue

This is sheet 1 of my Plan in 3 sheets

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

PLAN OF SUBDIVISION OF DEVELOPMENT LOT 16 SP 42972

Lot: **16B** Part 16B

Purch: **HOODLEHOPE** County: **DUNHAM**

Reduction Ratio: **1:100** Lengths are in metres

THE OWNERS - Straits Plan No. 41691

Note: All, and subject to, the provisions of the Act, the owners are required to provide a copy of this plan to the Registrar of Titles upon registration of the plan.

SP61215

Revised: **7-10-1999**

By: **SEE CERTIFICATE**

Project: **STRAITS PLAN OF SUBDIVISION**

Ref No: **U4572-24**

Lot Plan: **SP42972**

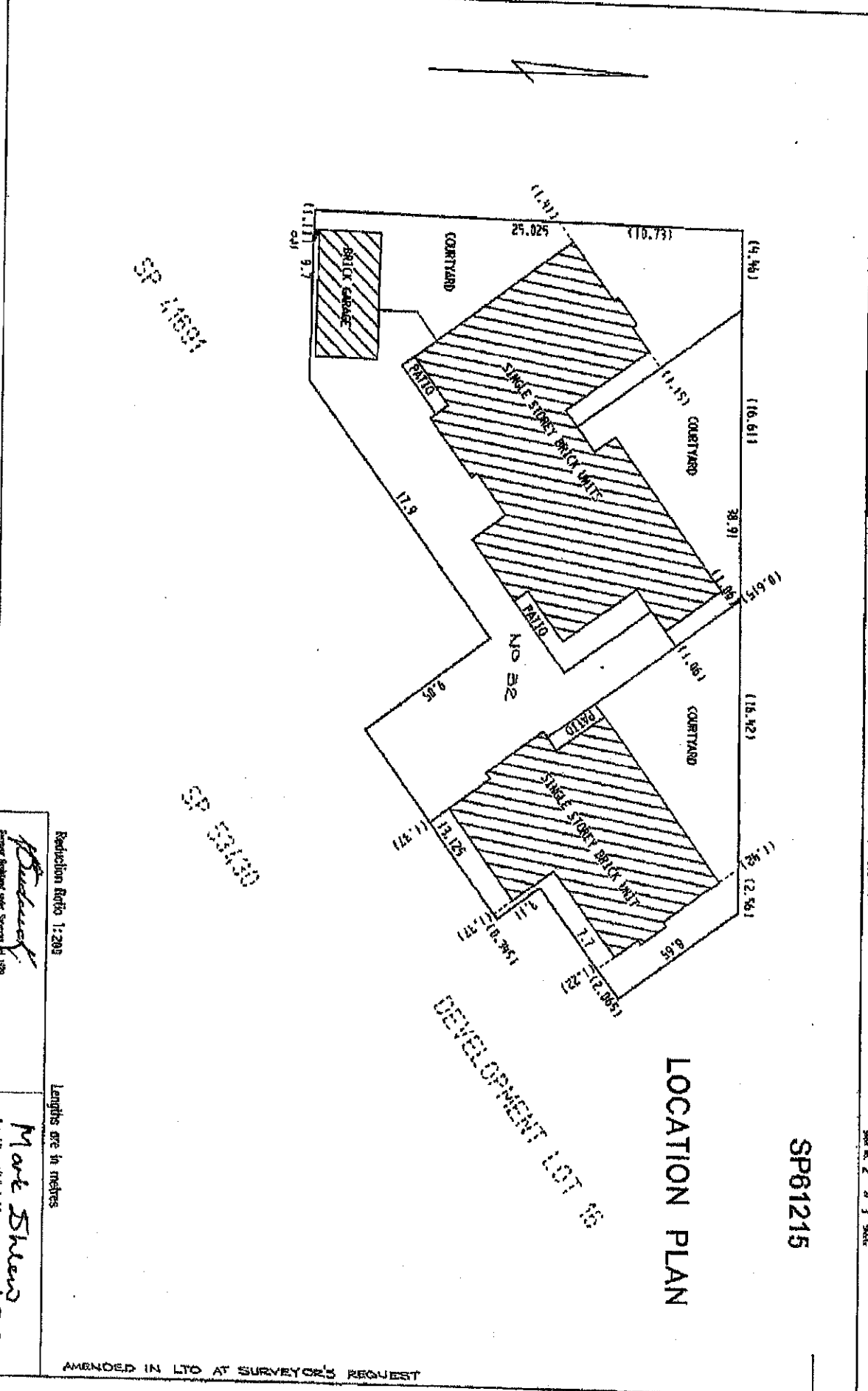
SEE SHEET 2 FOR LOCATION PLAN

Plan Drawing only to appear in this space

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

X
D.T.

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION



SP61215

LOCATION PLAN

DEVELOPMENT LOT 35

Reduction Ratio 1:200

Lengths are in metres

SP 41631
 SP 53130
 SPECTUS REGIONAL HERITAGES
 Survey Registered under Section 14 1976

Mate Shien
 L-9-99

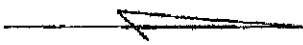
AMENDED IN LTO AT SURVEYOR'S REQUEST

* OFFICE USE ONLY

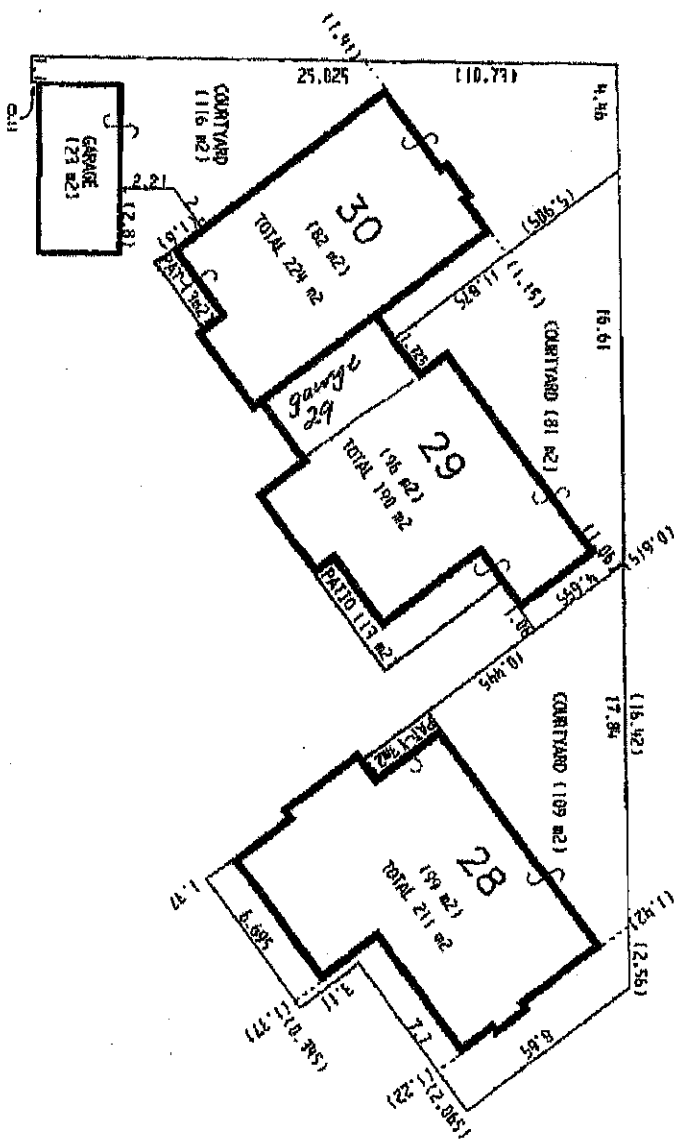
WARNING: CROSSING OR FOLDING WILL LEAD TO SECTION

SP61215

COURTYARDS ARE LIMITED BY HEIGHT TO THREE METRES ABOVE AND TO A DEPTH OF ONE METRE BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT TO WHICH THEY ARE APPOINTED EXCEPT WHERE CONCRETE FLOORS ARE LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTIONS OF THE HORIZONTAL DIMS ABOVE.
 AREAS ARE APPROXIMATE



| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|-------------|
| UNIT LOT | ENTITLEMENT |
| 28 | 10 |
| 29 | 10 |
| 30 | 10 |
| AGS | |
| | 30 |



Reduction Ratio 1:200
Rudnick
 Surveyor General and Registrar of Ontario

Lengths are in metres
 Mark Shields
 1-9-99

FORM 2

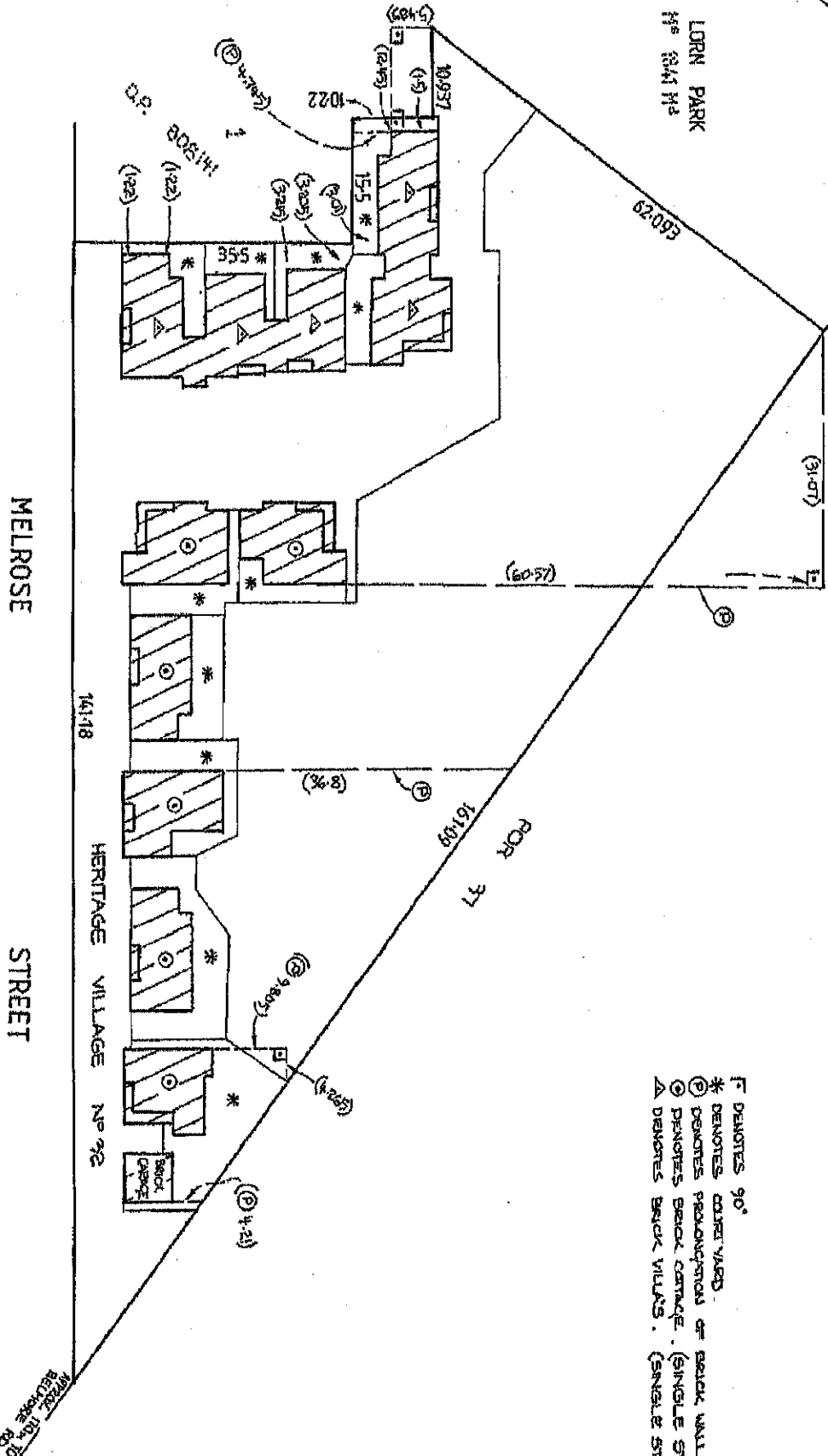
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 25 Sheets

(E)

STRATA PLAN 41691

LOCATION PLAN



- * DENOTES 90°
- * DENOTES COURTYARD.
- (E) DENOTES PROLONGATION OF BRICK WALL.
- (S) DENOTES BRICK COURTYARD (SINGLE STOREY)
- (T) DENOTES BRICK VILLAS (SINGLE STOREY)

REDUCED FROM 10
MELROSE STREET

Reduction Ratio 1: 500

Lengths are in metres

Alan...
Registered Surveyor

Alfred...
Contract Clerk

SHOWERS AFFORDANCE, VH, LORN / CHECK LIST



*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3
 STRATA PLAN 41691

| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|------------------|
| LOT NO. | UNIT ENTITLEMENT |
| 1 | 10 |
| 2 | 10 |
| 3 | 10 |
| 4 | 10 |
| 5 | 10 |
| 6 | 10 |
| 7 | 10 |
| 8 | 10 |
| 9 | 10 |
| 10 | 10 |
| 11 | 10 |
| 12 | 120 |
| TOTAL | 130 |

Reduction Ratio 1:

Lengths are in metres

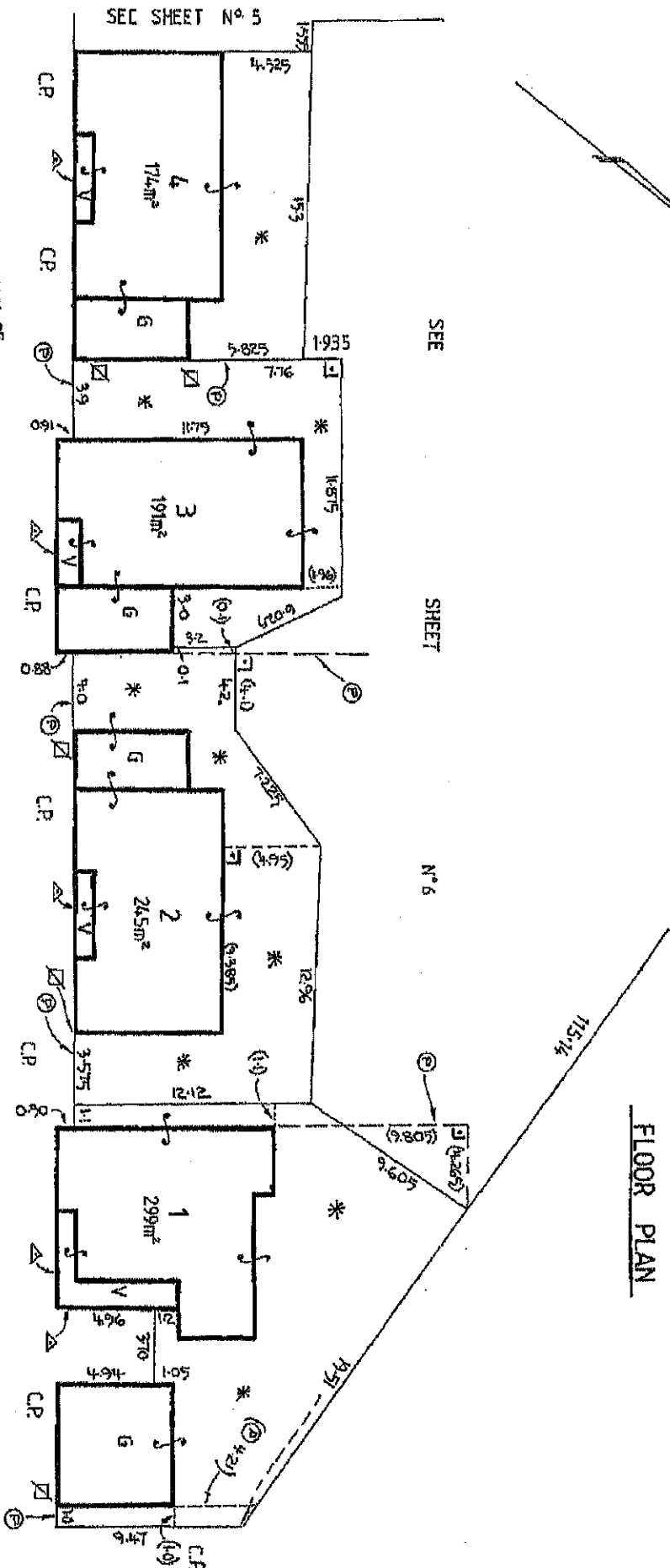
[Signature]
 Registered Engineer

[Signature]
 Council Clerk

SEEKERS REFERENCE V.H. LORN / CHECK LIST

STRATA PLAN 41691

FLOOR PLAN



THE UPPER SURFACE OF COVERARDS ARE LIMITED IN HEIGHT TO 15 BELOW & 3, ABOVE THEIR RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED. ALL VERANDAS ARE APPROXIMATE. ALL VERANDAS ARE COVERED. DENOTES CORNER OF WALL. CP DENOTES COMMON PROPERTY. BOUNDARY IS FACE OF CONCRETE FLOOR SLAB. G DENOTES GAP. V DENOTES VERANDAH. (COVERED) DENOTES PROLONGATION OF WALL. DENOTES 90° COVERED.

Reduction Ratio 1:200

Lengths are in meters

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE VH LORN CHECK LIST

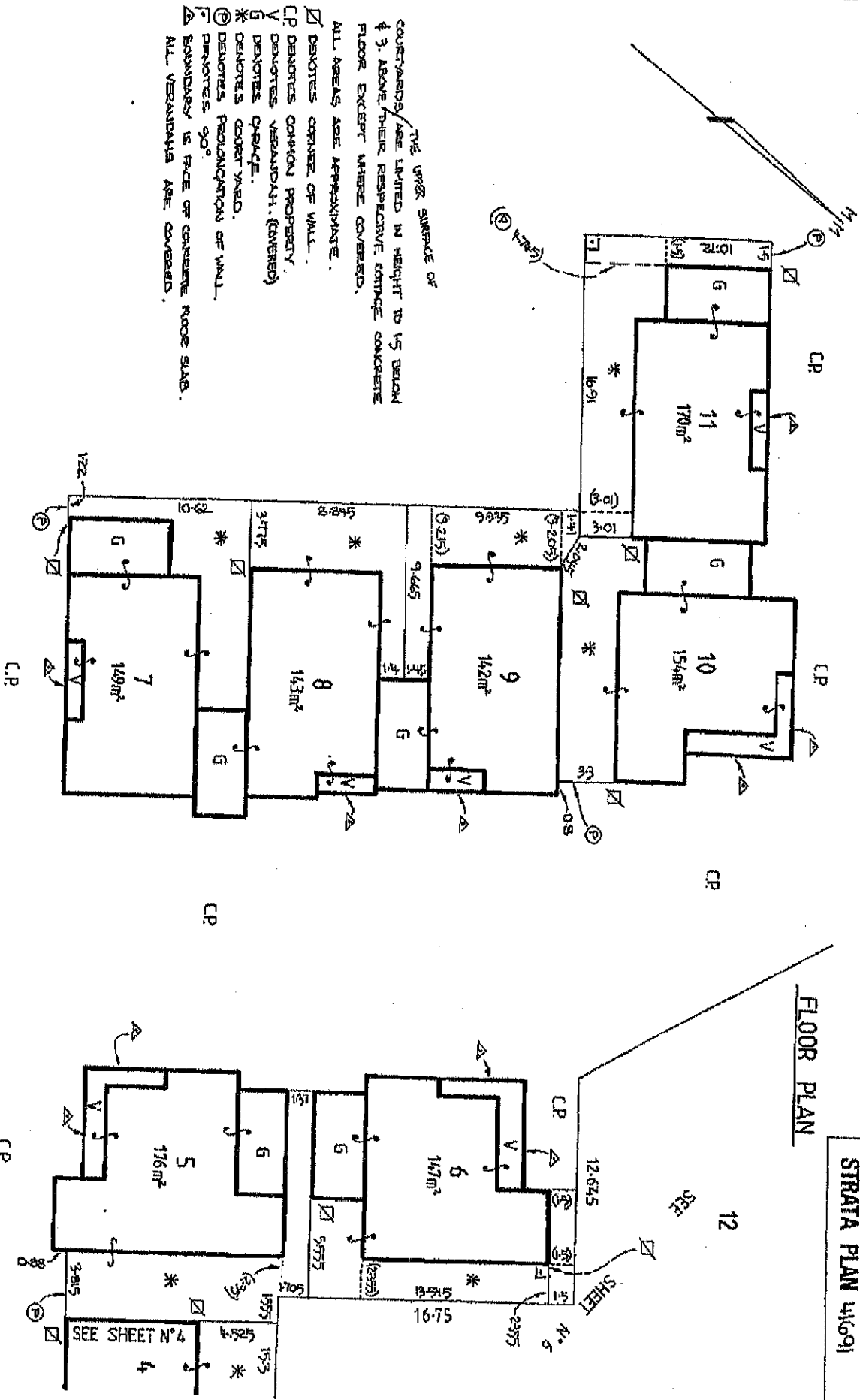
FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 6 Sheets

STRATA PLAN 41691

FLOOR PLAN



THE UPPER SURFACE OF
 COURTYARDS ARE LIMITED IN HEIGHT TO 15 BELOW
 4.3. ABOVE THEIR RESPECTIVE CONTIGUOUS CONCRETE
 FLOOR EXCEPT WHERE COVERED.
 ALL AREAS ARE APPROXIMATE.
 □ DENOTES CORNER OF WALL.
 CP DENOTES COMMON PROPERTY.
 V DENOTES VERANDAH. (COVERED)
 G DENOTES GARAGE.
 * DENOTES COURT YARD.
 ⊙ DENOTES PROLONGATION OF WALL.
 ⊙ DENOTES 90°
 ⊙ BOUNDARY IS FACE OF CONCRETE ROOF SLAB.
 ALL VERANDAHS ARE COVERED.

Reduction/Ratio 1:200

Lengths are in metres

REGISTERED SURVEYOR
 SUPERVISOR'S SIGNATURE: V.H. LORRN / CHECK LIST

COUNCIL CLERK

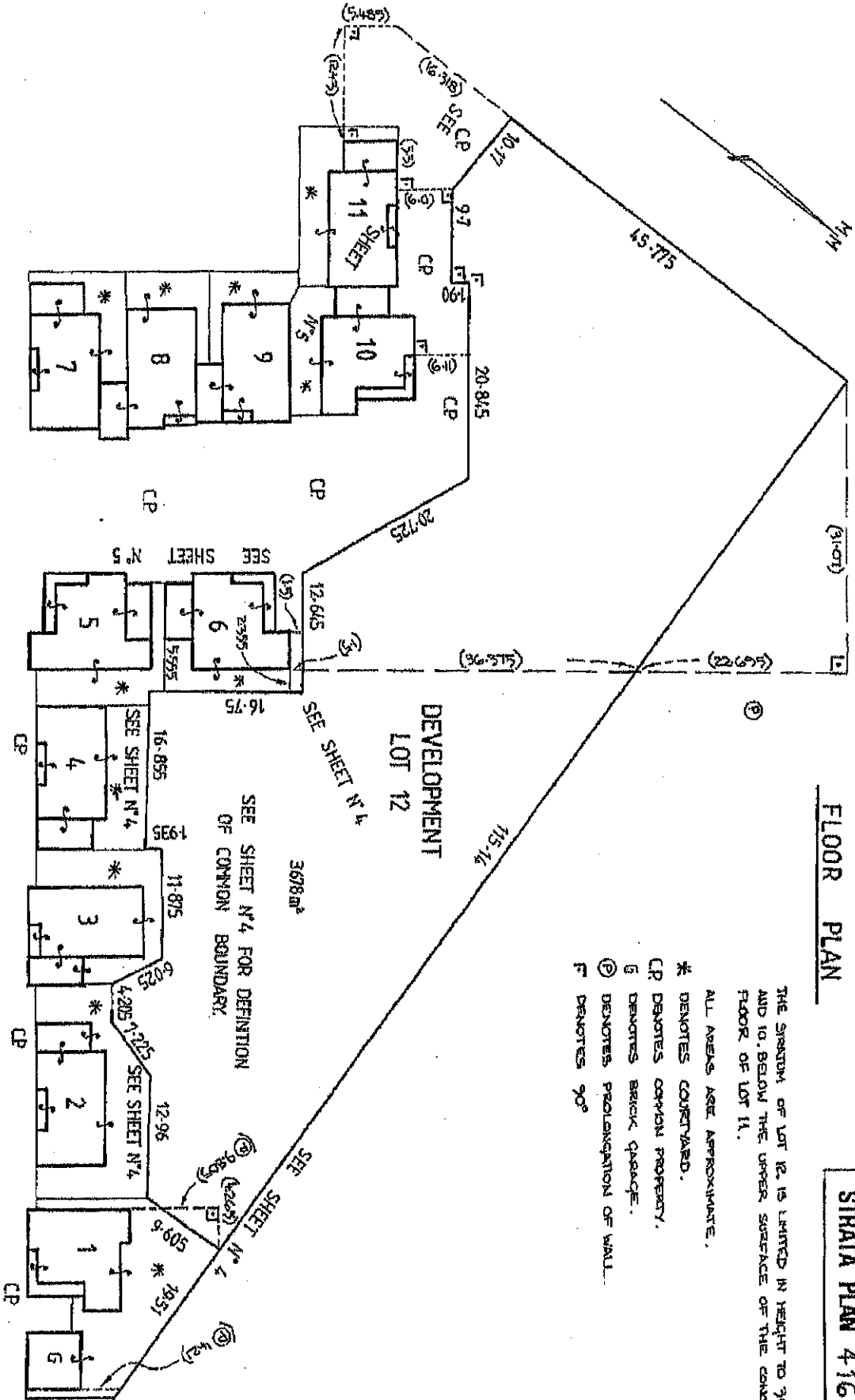
*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 6

FLOOR PLAN

STRATA PLAN 41691



- THE STRATH OF LOT 12, IS LIMITED IN HEIGHT TO 30. ABOVE AND 10. BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF LOT 11.
- ALL AREAS ARE APPROXIMATE.
- * DENOTES COURTYARD.
 - CP DENOTES COMMON PROPERTY.
 - G DENOTES BRICK GARAGE.
 - ⊙ DENOTES PROLONGATION OF WALL.
 - F DENOTES 90°

Production Ratio 1:400

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

SUBVIONS REFERENCE: VH, LORN / CHECKS LIST

-E997304

SP41691

SEE AMENDMENT SH 10
177725D

10-2-1994

(E)

24
18
16

STRATA PLAN NO.

SHEET 7 of 15 SHEETS

DEVELOPMENT STATEMENT

Strata Titles Act 1973

PART 1

WARNING

This Statement contains details of a Strata scheme which is proposed to be developed in two stages on the land described within.

Persons interested are advised that the proposed scheme may be varied and may not be completed. However, any departure from the proposals outlined in the Statement will attract the provisions of Part II Division 2A of the Strata Titles Act 1973.

This Statement should not be considered alone, but in conjunction with the results of the searches and enquiries normally made in respect of a lot in a Strata Scheme.

DESCRIPTION OF LAND Lot 2 in Deposited Plan 808141 being the whole of the land comprised in Certificate of Title Identifier 2/808141.

DESCRIPTION OF DEVELOPMENT Single storeyed town houses in accordance with the plans numbered 24/1991 approved by Maitland City Council on 20th February, 1991.


STAGE 1 Lots 1 to 11 inclusive comprising 11 self contained single storeyed town houses and garages, together with development Lot 12 as shown on sheets in the abovementioned Strata Plan.

STAGE 2 Subdivision of Lot 12 Stage 1 into Lots 12-24 inclusive comprising 12 single storeyed town houses and garages as shown on sheet 7 of Part II of this Statement.

Common property amenities in Stage 1 include access roads, parking and garden areas.

Common property amenities in Stage 2 include access roads, parking and garden areas.

[Handwritten signature]

REGISTERED  24.7.92

STRATA PLAN NO.

18 214
2 10
SHEET 6 of 15 SHEETS

WORKING HOURS: Monday to Friday 7 a.m. to 5 p.m.
Saturday 7 a.m. to 5 p.m.

ARRANGEMENTS FOR INGRESS, EGRESS, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS:

Ingress and egress shall be from the entrance in Melrose Street.

The internal two way road system will be, apart from the exceptions set out hereunder, for the exclusive use of the residents and visitors to the development. For the purpose of construction on the development lots, construction roads will be maintained for free movement of vehicles throughout the site. Construction workers will be provided with parking sites as and when required which will be located as near as possible to the area currently being developed.

The common property shall always be available for the use of the residents subject to Body Corporate regulations to provide reasonable arrangements for ingress, egress, movement and parking of vehicles to, from and on the parcel during development, and to designate "construction zones" as and when required for the purpose of the development.

LANDSCAPING:

The site boundary on Melrose Street will be planted with trees and large and medium shrubs. A plan will be lodged with the Maitland City Council and landscaping will be carried out to the satisfaction of the Council, which will provide a balance of trees, shrubs, groundcover, and mounds to give privacy, colour and shape to the landscape.

SCHEDULE OF MATERIALS AND FINISHES:

The units are of Federation style bricks with coloured joint, painted aluminium window frames, Federation style roof tiles, internal walls are gyprock, all external timbers including fascia and pergolas are stained or painted in keeping with the Lorn Conservation Study.

THE COMMON SEAL OF

was hereunto duly affixed
by authority of the Board
of Directors in the Presence
of:

[Signature] Director
[Signature] Secretary



STRATA PLAN NO.

3 ^{18 24}
16
SHEET 9 of 15 SHEETS

SCHEDULE OF COMMENCEMENT AND COMPLETION

| <u>STAGE</u> | <u>COMMENCEMENT DATE</u> | <u>COMPLETION DATE</u> |
|--------------|--------------------------|------------------------|
| 1 | 1st August, 1991 | 1st May, 1992 |
| 2 | 1st December, 1992 | 1st December, 1993 |

SCHEDULE OF LOTS IN EACH PROPOSED STAGE

| | |
|----------|--|
| STAGE 1: | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 |
| STAGE 2 | 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 |

[Handwritten signature]
1992

REGISTERED  24-7-92

STRATA PLAN NO.

4 18 24
SHEET 10 of 16 SHEETS

UNIT ENTITLEMENT FOR ALL STAGES

STAGE 1

STAGE 2

| <u>Lot</u> | <u>Entitlement</u> | <u>Lot</u> | <u>Entitlement</u> |
|------------|--------------------|------------|--------------------|
| 1 | 10 | 13 | 10 |
| 2 | 10 | 14 | 10 |
| 3 | 10 | 15 | 10 |
| 4 | 10 | 16 | 10 |
| 5 | 10 | 17 | 10 |
| 6 | 10 | 18 | 10 |
| 7 | 10 | 19 | 10 |
| 8 | 10 | 20 | 10 |
| 9 | 10 | 21 | 10 |
| 10 | 10 | 22 | 10 |
| 11 | 10 | 23 | 10 |
| 12 | 120 | 24 | 10 |
| | <hr/> | | <hr/> |
| | 230 | | 120 |

[Handwritten signature]
L. J. ...

REGISTERED  1911

STRATA PLAN NO. 41681

18 24
SHEET X OF 16 SHEETS
5

AMENDED DEVELOPMENT STATEMENT

Strata Titles Act 1973

PART 1

WARNING

This statement contains details of a Strata Scheme which is proposed to be developed in five stages on the land described herein.

Persons interested are advised that the proposed scheme may be varied and may not be completed. However any departure from the proposals outlined in the statement will attract the provisions of Part II Division 2A of the Strata Titles Act 1973.

This statement should not be considered alone but in conjunction with the results of the searches and enquiries normally made in respect of a lot in a Strata Scheme.

DESCRIPTION OF LAND

Lot 2 in Deposited Plan 808141 being the whole of the Land comprized in Certificate of Title Identifier 2/808141.

DESCRIPTION OF DEVELOPMENT

Single storey town houses in accordance with the plans numbered 8, 9 & 10 in the original Development Statement approved by Maitland City Council on 20th February, 1991.

STAGE 1

Lots 1 to 11 inclusive comprising 11 self contained single storey town houses and garages, together with development lot 12 as shown on sheet 6 of the abovementioned Strata Plan.

STAGE 2a

Subdivision of lot 12 into Development lots 13 to 16 inclusive as shown on sheet 6 of Part II of this Statement.

STAGE 2b

Subdivision of lot 13 into lots 17 to 18 inclusive comprising of two single storey town houses and garages as shown on sheet 6 of Part II of this Statement.

STAGE 3

Subdivision of lot 14 into lots 19 to 22 inclusive comprising of four single storey town houses and garages as shown on sheet 6 of Part II of this Statement.

STAGE 4

Subdivision of lot 15 into lots 23 to 25 inclusive comprising of three single storey town houses and garages as shown on sheet 6 of Part II of this Statement.

STAGE 5

Subdivision of lot 16 into lots 26 to 28 inclusive comprising of three single storey town houses and garages as shown on sheet 6 of Part II of this statement.

of Barry *Leary*
Smith

STRATA PLAN NO. 41691

24
18
SHEET 2 OF 16 SHEETS
6

WORKING Monday to Friday 7 a.m. to 5 p.m.
HOURS Saturday 7 a.m. to 5 p.m.

ARRANGEMENTS FOR THE INGRESS, EGRESS, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS.

Ingress and egress shall be from the entrance in Melrose Street.

The internal two way road system will be, apart from the exceptions set out hereunder, for the exclusive use of the residents and visitors to the development. For the purpose of construction on the Development lots, construction roads will be maintained for free movement of vehicles throughout the site. Construction workers will be provided with parking sites as and when required which will be located as near as possible to the area currently being developed.

The Common Property shall always be available for the use of residents subject to Body Corporate regulations to provide reasonable arrangements for ingress, egress, movement and parking of vehicles to, from and on the parcel during development, and to designate "Construction Zones" as and when required for the purpose of development.

LANDSCAPING

The site boundary adjacent to Melrose Street will be planted with trees and large and medium shrubs. A plan will be lodged with the Maitland City Council and landscaping will be carried out to the satisfaction of the Council which will provide a balance of trees, shrubs, ground cover and mounds to give a balance of privacy, colour and shape to the landscape.

MATERIALS
AND
FINISHES

The units are of Federation Style bricks with coloured joint, painted aluminium window frames, Federation Style roof tiles, internal walls are gyprock, all external timbers including facia and pergolas are stained or painted in keeping with the Lorn Conservation Study.

THE COMMON SEAL OF
MAMBARE PTY LIMITED
WAS HEREBY AFFIXED
BY AUTHORITY OF THE BOARD
OF DIRECTORS IN THE PRESENCE
OF:



Joseph — Dir
Small SEC.

Sperry

STRATA PLAN NO. 41691

1524
SHEET 7 OF 16 SHEETS

~~PAGE 2~~

SCHEDULE OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

| STAGE | COMMENCEMENT DATE | COMPLETION DATE |
|-------|---------------------|-------------------------------|
| 1 | 1st August, 1991 | Not after 24th July, 1992 |
| 2 | 24th July, 1992 | Not after 30th January, 1993 |
| 3 | 1st March, 1993 | Not after 1st March, 1994 |
| 4 | 1st June, 1993 | Not after 1st June, 1994 |
| 5 | 1st September, 1993 | Not after 1st September, 1994 |

SCHEDULE OF LOTS IN EACH PROPOSED STAGE

| | |
|----------|--|
| STAGE 1 | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and Development Lot 12 |
| STAGE 2a | Development Lots 13, 14, 15, and 16 |
| STAGE 2b | 17 and 18 |
| STAGE 3 | 19, 20, 21 and 22 |
| STAGE 4 | 23, 24 and 25 |
| STAGE 5 | 26, 27 and 28 |

of [unclear]

Leary
Donnell

SCHEDULE OF UNIT ENTITLEMENT FOR ALL STAGES

| STAGE 1 | | STAGE 2a | |
|---------|-------------|----------|-------------|
| Lot | Entitlement | Lot | Entitlement |
| 1 | 10 | 13 | 20 |
| 2 | 10 | 14 | 40 |
| 3 | 10 | 15 | 30 |
| 4 | 10 | 16 | 30 |
| 5 | 10 | AGG | 120 |
| 6 | 10 | | |
| 7 | 10 | | |
| 8 | 10 | | |
| 9 | 10 | | |
| 10 | 10 | | |
| 11 | 10 | | |
| 12 | 120 | | |
| AGG | 230 | | |

| STAGE 2b | | STAGE 3 | |
|----------|-------------|---------|-------------|
| Lot | Entitlement | Lot | Entitlement |
| 17 | 10 | 19 | 10 |
| 18 | 10 | 20 | 10 |
| AGG | 20 | 21 | 10 |
| | | 22 | 10 |
| | | AGG | 40 |

| STAGE 4 | | STAGE 5 | |
|---------|-------------|---------|-------------|
| Lot | Entitlement | Lot | Entitlement |
| 23 | 10 | 26 | 10 |
| 24 | 10 | 27 | 10 |
| 25 | 10 | 28 | 10 |
| AGG | 30 | AGG | 30 |

Henry *Leary*
Arnell

STRATA PLAN NO. 41691

1824
SHEET 1 OF 15 SHEETS
9

Strata Titles Act, 1973

CERTIFICATE OF APPROVAL OF AMENDMENT OF A DEVELOPMENT STATEMENT

It is certified -

a) That the attached instruments, plans and drawings describe and illustrate the amendment as approved by the consent authority; and

b) that the amendment is not inconsistent with the related development consent.

Date 22nd December 1992

Signature on behalf of consent authority *[Signature]*

Strata Titles Act, 1973

It is certified that the amendment illustrated by the attached instruments, plans and drawings does not exclude a development lot wholly or partly from the development scheme or convert a development lot into common property.

Date.....



Signature/ Seal of developer.....

[Signature] .Di
[Signature] Sec.

REGISTERED 30.9.96

AMENDMENT TO DEVELOPMENT STATEMENT BY I 777250

Sht 10 of 18²⁴

STRATA PLAN NO. 41691

SHEET 4 OF 8 SHEETS

PART 2

SCHEDULE OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

| STAGE | COMMENCEMENT DATE | COMPLETION DATE |
|-------|---------------------|-------------------------------|
| 1 | 1st August, 1991 | Not after 24th July, 1992 |
| 2 | 24th July, 1992 | Not after 30th January, 1993 |
| 3 | 1st May, 1994 | Not after 1st May, 1995 |
| 4 | 1st September, 1994 | Not after 1st September, 1995 |
| 5 | 1st December, 1994 | Not after 1st December, 1995 |

SCHEDULE OF LOTS IN EACH PROPOSED STAGE

| | |
|----------|--|
| STAGE 1 | 1, 2, 4, 5, 6, 7, 8, 10, 11 and Development Lot 12 |
| STAGE 2a | Development Lots 13, 14, 15, and 16 |
| STAGE 2b | 17 and 18 |
| STAGE 3 | 19, 20, 21, and 22 |
| STAGE 4 | 23, 24, and 25 |
| STAGE 5 | 26, 27 and 28 |

REGISTERED



10.8.94

2

STRATA PLAN NO. 41691

Sh 11 of 18²⁴
SHEET 3 OF 7 SHEETS

Strata Titles Act, 1973

CERTIFICATE OF APPROVAL OF AMENDMENT OF A DEVELOPMENT STATEMENT

It is certified -

a) That the attached instruments, ~~plans and drawings~~ describe and illustrate the amendment as approved by the consent authority; and

b) that the amendment is not inconsistent with the related development consent.

Date 13th Oct. 1993

Signature on behalf of consent authority *[Signature]* 13.10.93
MANAGER BUILDING & DEVELOPMENT.

Strata Titles Act, 1973

It is certified that the amendment illustrated by the attached instruments, ~~plans and drawings~~ does not exclude a development lot wholly or partly from the development scheme or convert a development lot into common property.

Date

Signature/ Seal of developer *[Signature]*
[Signature] Sec



[Handwritten mark]

STRATA PLAN NO. 41691

12 24
SHEET X OF 8 SHEETS

AMENDED DEVELOPMENT STATEMENT

Strata Titles Act 1973

PART 1


WARNING

This statement contains details of a Strata Scheme which is proposed to be developed in five stages on the land described herein.

Persons interested are advised that the proposed scheme may be varied and may not be completed. However any departure from the proposals outlined in the statement will attract the provisions of Part II Division 2A of the Strata Titles Act 1973.

This statement should not be considered alone but in conjunction with the results of the searches and enquiries normally made in respect of a lot in a Strata Scheme.

| | |
|----------------------------|--|
| DESCRIPTION OF LAND | Lot 2 in Deposited Plan 808141 being the whole of the Land comprised in Certificate of Title Identifier 2/808141. |
| DESCRIPTION OF DEVELOPMENT | Single storey town houses in accordance with the plans numbered 8, 9 & 10 in the original Development Statement approved by Maitland City Council on 20th February, 1991. |
| STAGE 1 | Lots 1 to 11 inclusive comprising 11 self contained single storey town houses and garages, together with development lot 12 as shown on sheet 6 of the abovementioned Strata Plan. |
| STAGE 2a | Subdivision of lot 12 into Development lots 13 to 16 inclusive as shown on sheet 6 of Part II of this Statement. |
| STAGE 2b | Subdivision of lot 13 into lots 17 to 18 inclusive comprising of two single storey town houses and garages as shown on sheet 6 of Part II of this Statement. |
| STAGE 3a | Subdivision of lots 14 & 15 into Development lots ¹⁹ 17 to ²⁰ 18 inclusive as shown on sheet 6 of Part II of this Statement. |
| STAGE 3b | Subdivision of lot ¹⁹ 17 into lots ²¹ 19 to ²⁴ 22 inclusive comprising of four single storey town houses and garages as shown on sheet 6 of Part II of this Statement. |
| STAGE 4 | Subdivision of lot ²⁰ 18 into lots ²⁵ 23 to ²⁷ 25 inclusive comprising of three single storey town houses and garages as shown on sheet 6 of Part II of this Statement. |
| STAGE 5 | Subdivision of lot ²⁸ 16 into lots ³⁰ 26 to ³⁰ 28 inclusive comprising of three single storey town houses and garages as shown on sheet 6 of Part II of this statement. |


3/10/96



STRATA PLAN NO. 41691

13 24
SHEET 2 OF 8 SHEETS

WORKING HOURS Monday to Friday 7 a.m. to 5 p.m.
Saturday 7 a.m. to 6 p.m.

ARRANGEMENTS FOR THE INGRESS, EGRESS, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS.

Ingress and egress shall be from the entrance in Melrose Street. The internal two way road system will be, apart from the exceptions set out hereunder, for the exclusive use of the residents and visitors to the development. For the purpose of construction on the Development lots, construction roads will be maintained for free movement of vehicles throughout the site. Construction workers will be provided with parking sites as and when required which will be located as near as possible to the area currently being developed.

The Common Property shall always be available for the use of residents subject to Body Corporate regulations to provide reasonable arrangements for ingress, egress, movement and parking of vehicles to, from and on the parcel during development, and to designate "Construction Zones" as and when required for the purpose of development.

LANDSCAPING The site boundary adjacent to Melrose Street will be planted with trees and large and medium shrubs. A plan will be lodged with the Maitland City Council and landscaping will be carried out to the satisfaction of the Council which will provide a balance of trees, shrubs, ground cover and mounds to give a balance of privacy, colour and shape to the landscape.

MATERIALS AND FINISHES The units are of Federation Style bricks with coloured joint, painted aluminium window frames, Federation Style roof tiles, internal walls are gyprock, all external timbers including facia and pergolas are stained or painted in keeping with the Lorn Conservation Study.

THE COMMON SEAL OF MAMBARE PTY LIMITED WAS HEREUNTO AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:



Handwritten signatures and scribbles over the seal area.



AMENDMENT SH - 2487371

SP 41691

STRATA PLAN NO. 41691

14 24
SHEET 3 OF 6 SHEETS

Strata Titles Act, 1973

CERTIFICATE OF APPROVAL OF AMENDMENT OF A DEVELOPMENT STATEMENT

It is certified -

- a) That the attached instruments, plans and drawings describe and illustrate the amendment as approved by the consent authority; and
- b) that the amendment is not inconsistent with the related development consent.

Date 22. 4. 96

Signature on behalf of consent authority *[Signature]*
AUTHORISED OFFICER

Strata Titles Act, 1973

It is certified that the amendment illustrated by the attached instruments, plans and drawings does not exclude a development lot wholly or partly from the development scheme or convert a development lot into common property.

Date 29 March 1996



[Signature]

STATE BANK OF NEW SOUTH WALES

LIMITED (ACN 003 903 226) being a mortgagee of the land

within described hereby consents to this *Strata Titles Amendment*

Signed to my presence by
State Bank of New South Wales
Limited (ACN 003 903 226),

by its Attorney

[Signature]

(Full name of Attorney - Block
letters) who is personally known to

STATE BANK OF NEW SOUTH WALES
LIMITED (ACN 003 903 226)

by its Attorney pursuant to power of
attorney back 2781 number 888
and I declare that I have no notice
of the revocation of the said power
of attorney

REGISTERED 29/03/96

AMENDMENT SH - 2487371

SP 41691

STRATA PLAN NO. 41691

SHEET 15 OF 24 SHEETS

PART 2

SCHEDULE OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION

| STAGE | COMMENCEMENT DATE | COMPLETION DATE |
|-------|---------------------|-------------------------------|
| 1 | 1st August, 1991 | Not after 24th July, 1992 |
| 2 | 24th July, 1992 | Not after 30th January, 1993 |
| 3b | 1st March, 1993 | Not after 1st March, 1996 |
| 4 | 1st June, 1996 | Not after 1st June, 1997 |
| 5 | 1st September, 1996 | Not after 1st September, 1997 |

SCHEDULE OF LOTS IN EACH PROPOSED STAGE

| | |
|----------|---|
| STAGE 1 | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and Development Lot 12 |
| STAGE 2a | Development Lots 13, 14, 15, and 16 |
| STAGE 2b | 17 and 18 |
| STAGE 3a | Development Lots ¹⁹ 17 & ²⁰ 18 |
| STAGE 3b | ²¹ 19 , ²² 20 , ²³ 21 and ²⁴ 22 |
| STAGE 4 | ²⁵ 23 , ²⁶ 24 and ²⁷ 25 |
| STAGE 5 | ²⁸ 26 , ²⁹ 27 and ³⁰ 28 |

3/10/96

REGISTERED 30/9/96

AMENDMENT SH - 2487371

SP 41091

16

STRATA PLAN NO. 41691

16 24
SHEET 8 OF 8 SHEETS

SCHEDULE OF UNIT ENTITLEMENT FOR ALL STAGES

STAGE 1

| Lot | Entitlement |
|-----|-------------|
| 1 | 10 |
| 2 | 10 |
| 3 | 10 |
| 4 | 10 |
| 5 | 10 |
| 6 | 10 |
| 7 | 10 |
| 8 | 10 |
| 9 | 10 |
| 10 | 10 |
| 11 | 10 |
| 12 | 120 |
| AGG | 230 |

STAGE 2a

| Lot | Entitlement |
|-----|-------------|
| 13 | 20 |
| 14 | 40 |
| 15 | 30 |
| 16 | 30 |
| AGG | 120 |

STAGE 3a

| | |
|-------|----|
| 17 19 | 40 |
| 18 20 | 30 |
| AGG | 70 |

STAGE 2b

| Lot | Entitlement |
|-----|-------------|
| 17 | 10 |
| 18 | 10 |
| AGG | 20 |

STAGE 3b

| Lot | Entitlement |
|-------|-------------|
| 19 21 | 10 |
| 20 22 | 10 |
| 21 23 | 10 |
| 22 24 | 10 |
| AGG | 40 |

STAGE 4

| Lot | Entitlement |
|-------|-------------|
| 28 25 | 10 |
| 24 26 | 10 |
| 28 27 | 10 |
| AGG | 30 |

STAGE 5

| Lot | Entitlement |
|-------|-------------|
| 28 28 | 10 |
| 28 29 | 10 |
| 28 30 | 10 |
| AGG | 30 |

3/10/96

REGISTERED 30/9/96

RM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

172505 of 10 sheets 24

STRATA PLAN 41691



REGISTERED  24-7-92

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

David Clark

SURVEYOR'S REFERENCE:

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

18 APR 1984
SHEET NO. 1 OF 1
DP 808141

DEVELOPMENT STATEMENT
PLAN OF SITE CONCEPT PLAN
STRATA SUBDIVISION OF LOT 2

DP 808141

STRATA PLAN NO. 416

Consented to

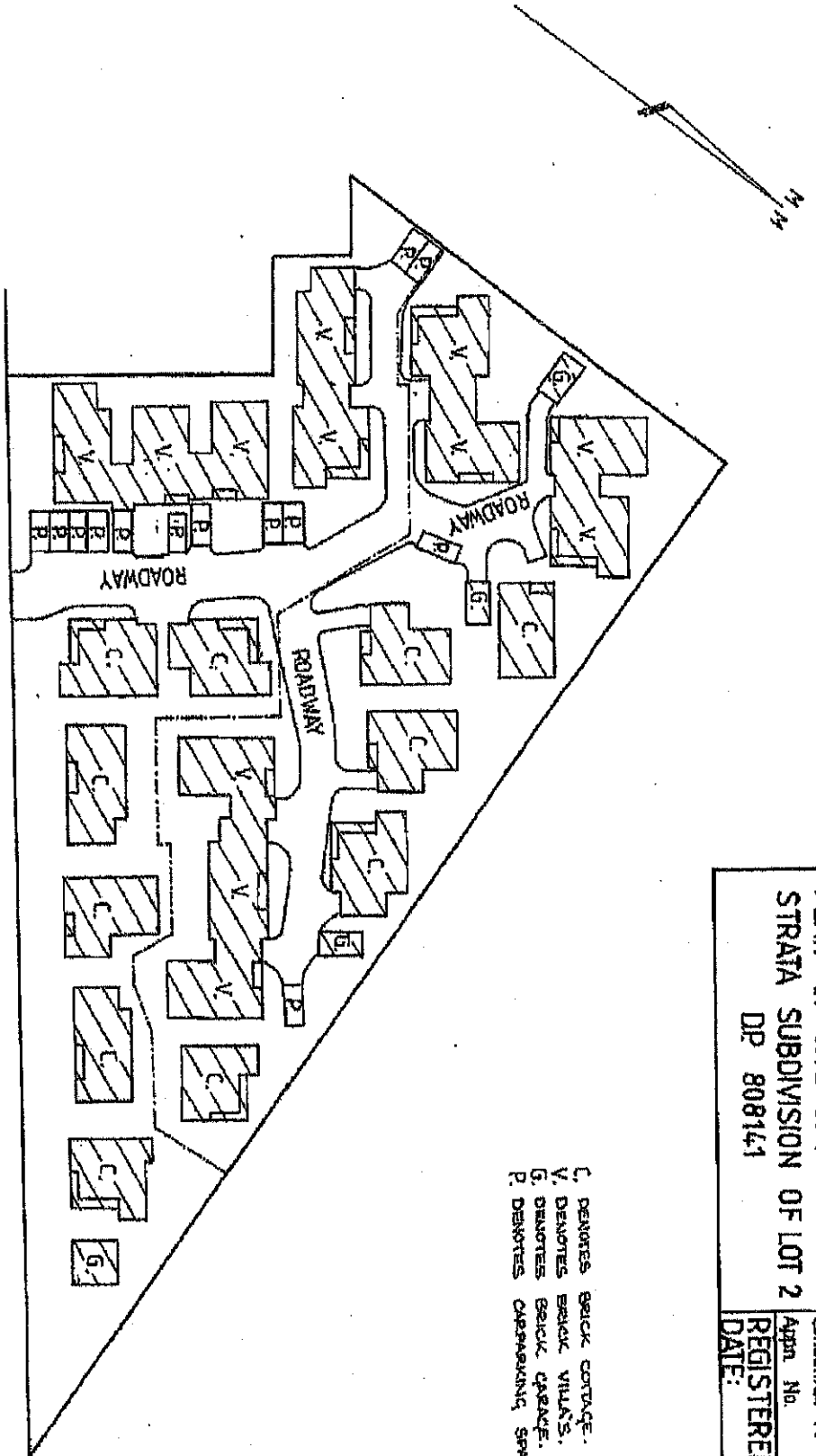
Appn. No.

REGISTERED

DATE:

APR 24 1984

- C. DENOTES BACK COTTAGE.
- V. DENOTES BACK VILAS.
- G. DENOTES BACK GARAGE.
- P. DENOTES OPENING SPACE.



MELROSE STREET

Reduction Ratio 1:

Lengths are in metres

[Signature]
Regional Surveyor

[Signature]
Council Clerk

SUBMITTERS AFFIDAVIT: V.H. LOHN / CHUCK LIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SEE AMENDED
SMT 13-E997304

Sheet No. 12 of 15
19/15 18/24
SHEETS

DEVELOPMENT STATEMENT
PLAN OF STRATA SUBDIVISION
OF DEVELOPMENT LOT 12

STRATA PLAN No. 4169

Consented for:

Appn. No.

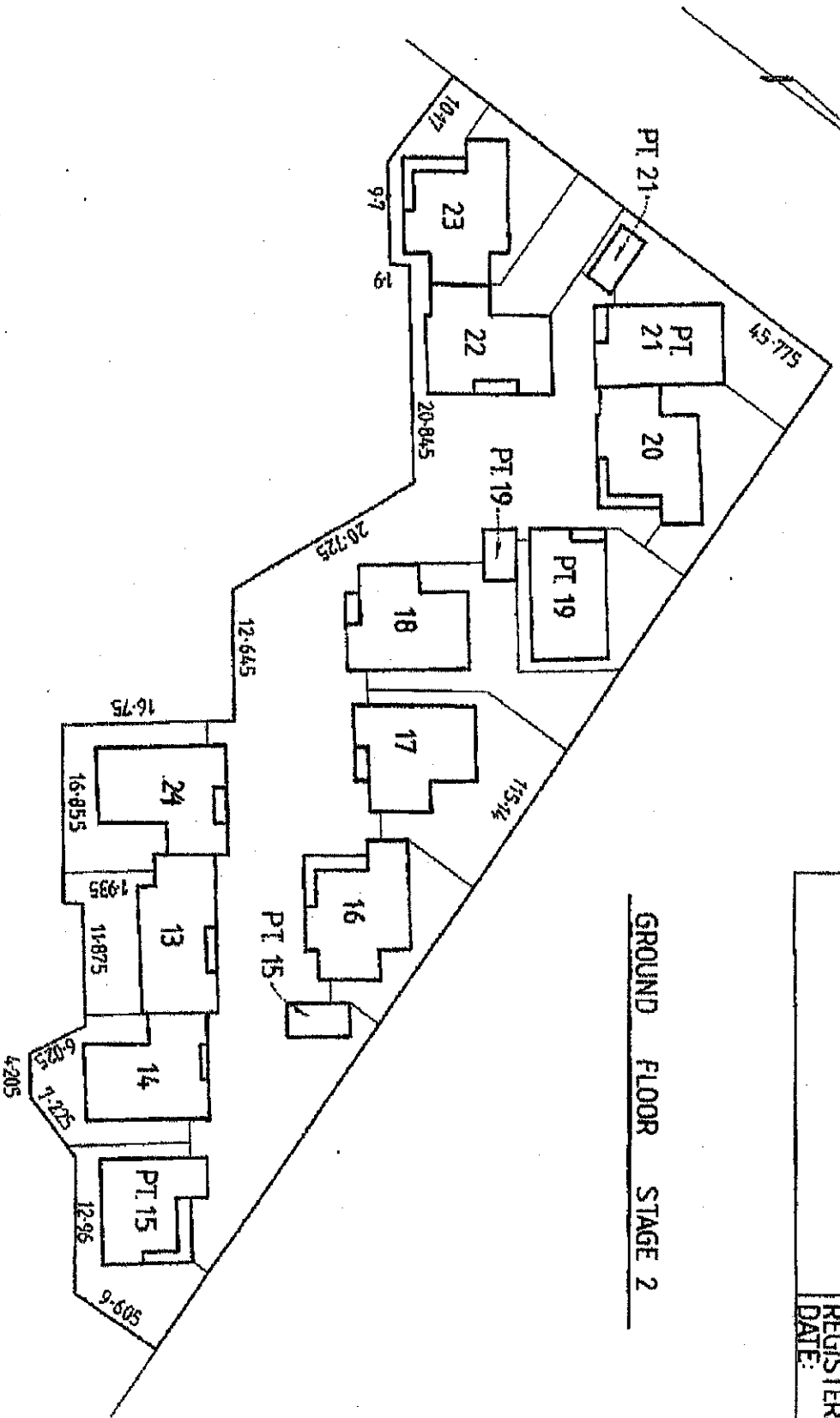
REGISTERED

DATE:



24/

GROUND FLOOR STAGE 2



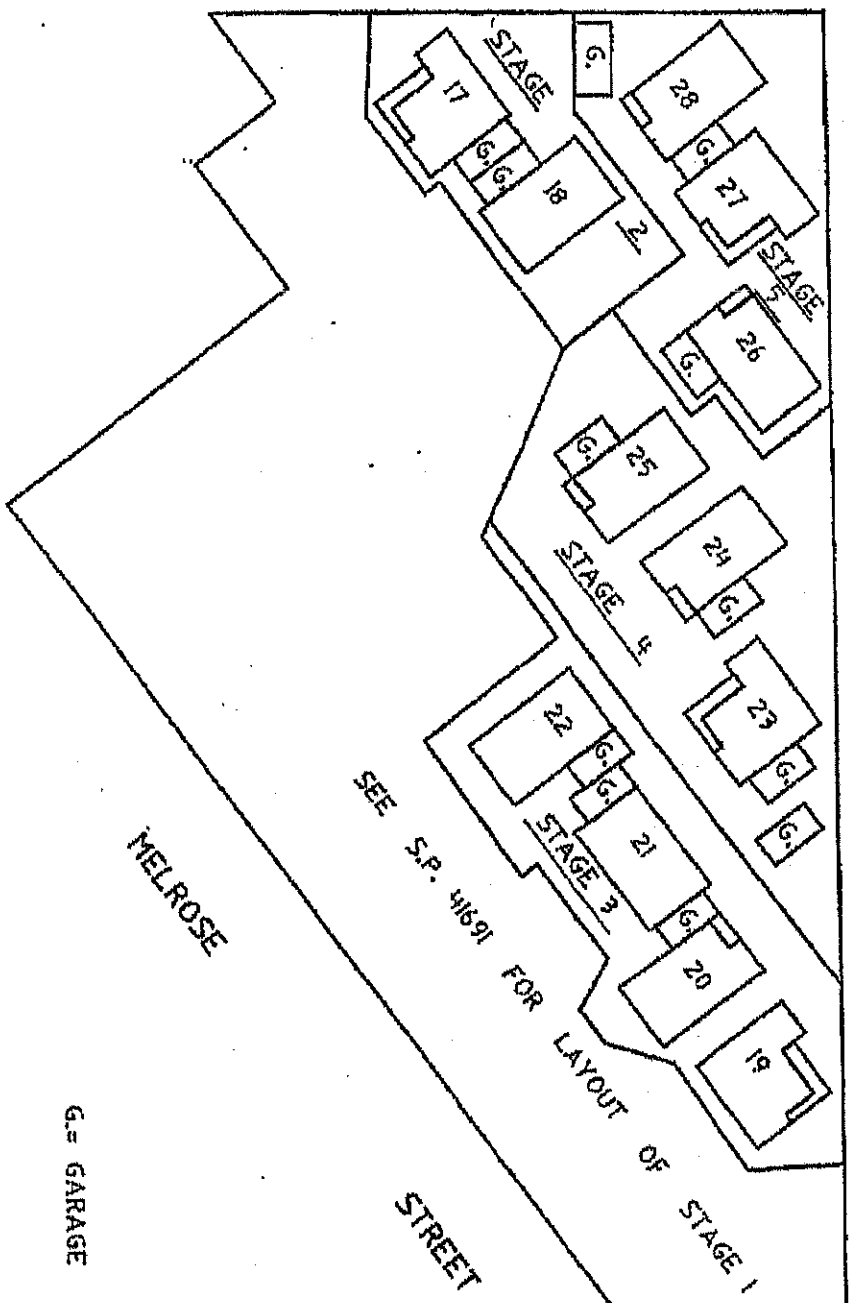
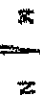
Reduction Ratio 1:

Lengths are in metres.

[Signature]
Registered Surveyor

[Signature]
Council Clerk

SUPERVISOR REFERENCE: VH. LORIN / CHECK LIST



DEVELOPMENT STATEMENT

PLAN OF STAGES 2 TO 5

AMENDED SMT
-E 997304

| | |
|-------------------------|--|
| Consented For | |
| App. No. | |
| Registered | |
| STRATA PLAN 4169 | |

[Handwritten Signature]

Reduction Ratio 1:

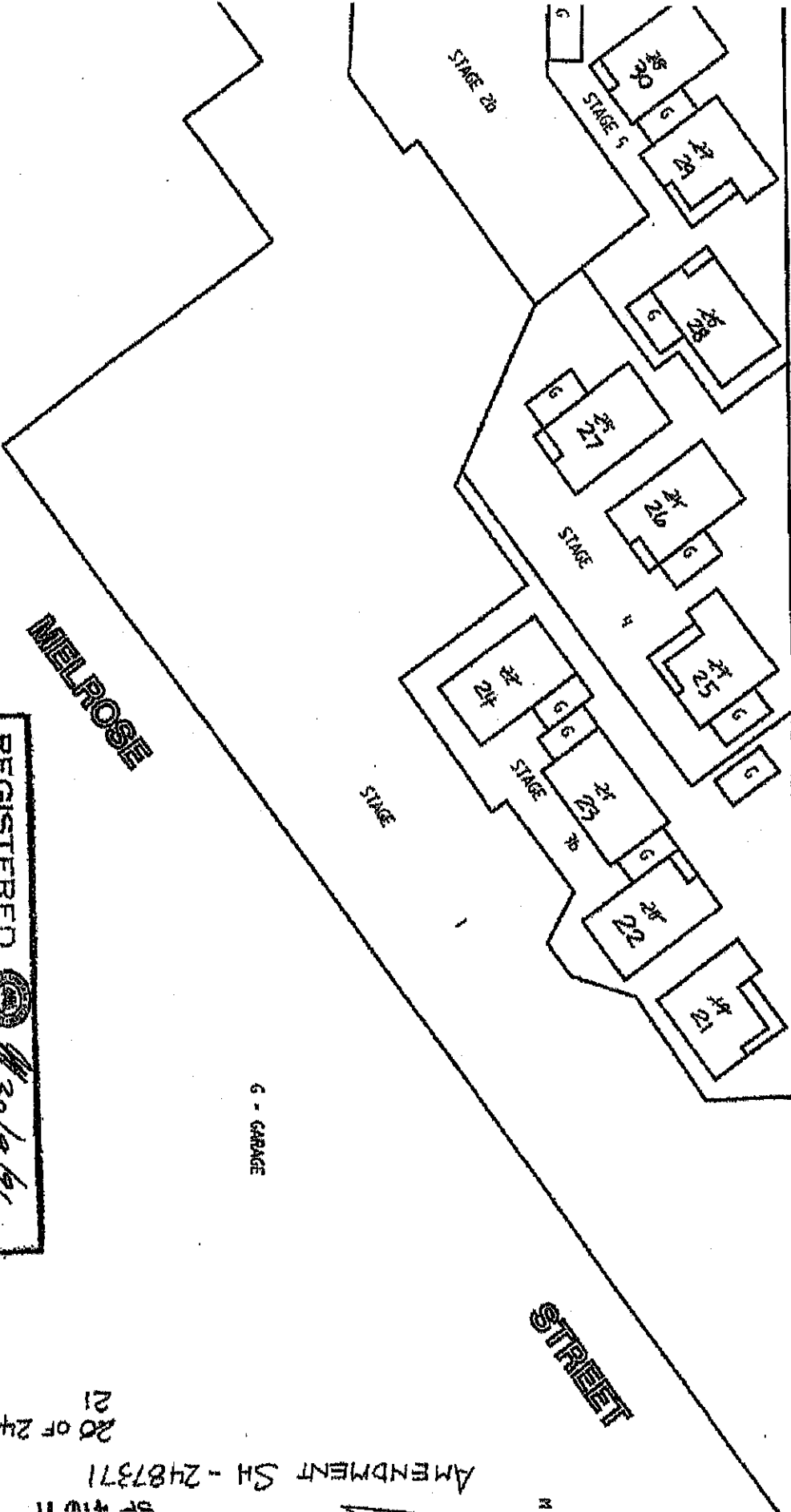
Lengths are in metres

Registered Surveyor

[Handwritten Signature]
Circuit Clerk

DEVELOPMENT STATEMENT
 PLAN OF STAGES 3 TO 5

CONSENTED TO:
 APP. No.
 REGISTERED:



REGISTERED 30/9/96

AMENDMENT TO LOT NOS. 310/PA

AMENDMENT SH - 2487371
 20 OF 24
 21

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

22/08/16 14:08:10 10/05/18 24
Sheet No. 15 of 15 Sheets

STRATA PLAN No. 4169

Consented to:

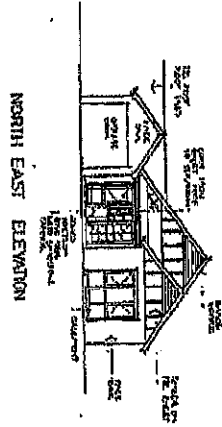
Appn. No.

REGISTERED:

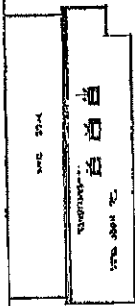
DATE:

1/12/24

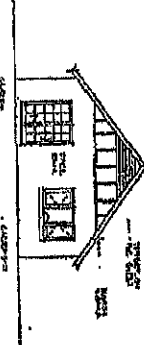
DEVELOPMENT STATEMENT
PLAN OF STRATA SUBDIVISION OF
DEVELOPMENT LOT 12
SUBDIVISION OF LOT 2 DP 808141
UNITS 3, 8, 9, 12, 14, 17, 18, 19, 21



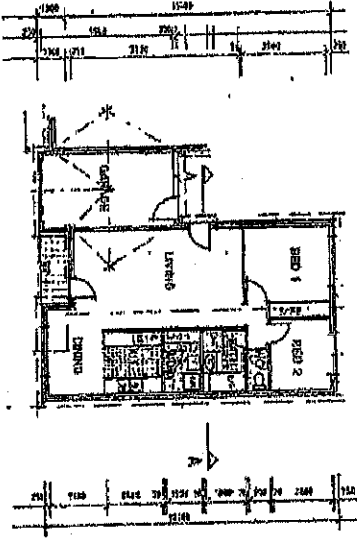
NORTH EAST ELEVATION



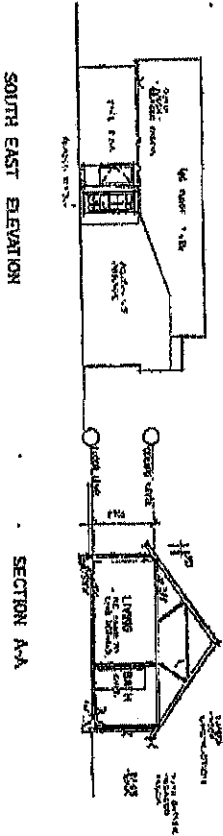
NORTH WEST ELEVATION



SOUTH WEST ELEVATION



GROUND FLOOR PLAN
TYPE C
1:100



SOUTH EAST ELEVATION

SECTION A-A

Reduction Ratio 1:

Lengths are in metres

[Signature]
Registered Surveyor
SUPERVISOR RESPONSIBLE: V H LORIN / CHECK LIST
[Signature]
Chief Clerk

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

23.28.17.15
Sheet No. 1 of 2
16.10.24

STRATA PLAN No 416

Consented to:

Appl. No.

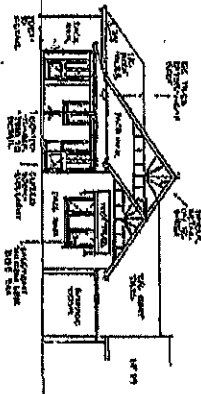
REGISTERED

DATE:

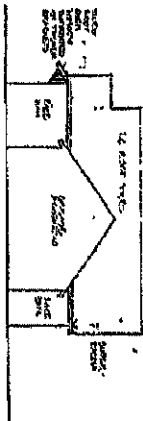


MD 2

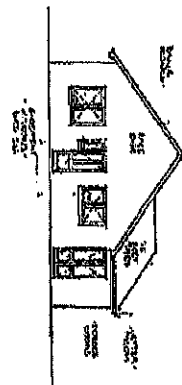
DEVELOPMENT STATEMENT
PLAN OF STRATA SUBDIVISION OF
DEVELOPMENT LOT 12
SUBDIVISION OF LOT 2 DP 808161
UNITS 1,5,6,10,15,16,20,23



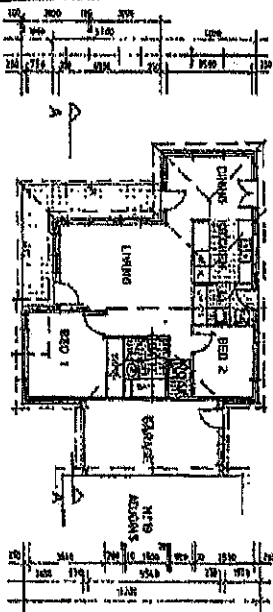
NORTH WEST ELEVATION



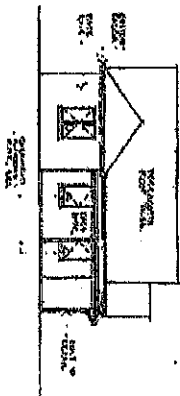
SOUTH WEST ELEVATION



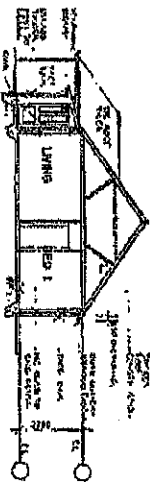
SOUTH EAST ELEVATION



GROUND FLOOR PLAN
TYPE B
1:100



NORTH EAST ELEVATION



SECTION A-A

Reduction Ratio 1:

Lengths are in metres

[Signature]
Registered Supervisor

[Signature]
Contract Clerk

ORIGINATOR'S SIGNATURE: VH LORN / CHECK LIST

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

24-18 150
Sheet No. 15 of 15
Scales
24-18 150
24-18 150

STRATA PLAN No 4169

Consented to:

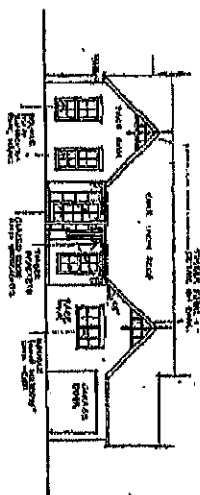
Appn. No:

REGISTERED DATE

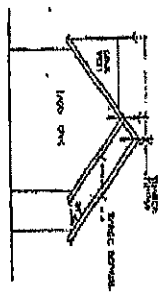


24-7

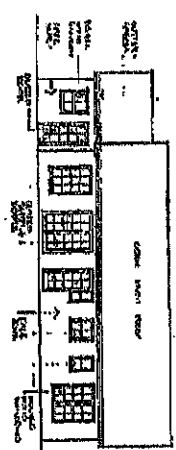
DEVELOPMENT STATEMENT
PLAN OF STRATA SUBDIVISION OF
DEVELOPMENT LOT 12
SUBDIVISION OF LOT 2 DP 808141
UNITS 2A,7,11,13,22



NORTH WEST ELEVATION



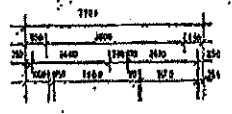
SOUTH WEST ELEVATION



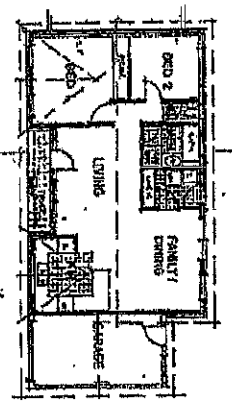
SOUTH EAST ELEVATION



NORTH EAST ELEVATION



GROUND FLOOR PLAN
TYPE A
1:100



SECTION A-A

Production Ratio 1:

Lengths are in metres

[Signature]
Registered Surveyor

V.H. LORN/CHECKLIST

[Signature]
Council Clerk

OFFICE USE ONLY

1963
1968



2813



E
997304 M

REQUEST
REAL PROPERTY ACT, 1900

| | | | |
|---|----|----|----|
| R | 1 | of | R |
| | \$ | | 2. |

DESCRIPTION OF LAND
How (a)

| Torrens Title Reference | If part only, describe what and give details | Location |
|------------------------------------|--|----------|
| FOLIO IDENTIFIER CP 88/SP 41691 | WHOLE | |

REGISTERED DEALING
How (b)

| Type of Dealing | Registered Number | Torrens Title Reference |
|-----------------|-------------------|-------------------------|
| | | |

REGISTERED PROPRIETOR
How (c)

HAMBARE PTY LIMITED ACN 000 939 980
of 457 High Street MAITLAND

(The above named applicant being the registered proprietor of the land above described above-mentioned registered dealing hereby requests the Registrar General to

AMEND THE DEVELOPMENT STATEMENT RELATING TO STRATA PLAN 41691

Note (d)

STATE BANK OF NEW SOUTH WALES being a mortgagee of the land within described hereby consents to this **AMENDMENT**.
 Signed in my presence by State Bank of New South Wales by its Attorney
 and I declare that I have no notice of the revocation of the said power of attorney.
 Full name of Attorney: **STATE BANK OF NEW SOUTH WALES**
 Signature: *[Signature]*
 Title: **Attorney-in-Charge**
Maitland

OFFICE USE ONLY
OVER.

* PAPERS FILED WITH SP 41691

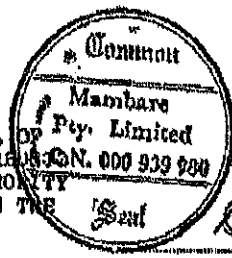
DATE

EXECUTION
How (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
 Signed in my presence by the applicant who is personally known to me.

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and Occupation of Witness

THE COMMON SEAL OF
HAMBARE Pty. Limited
 ACN. 000 939 980
 AFFIXED BY AUTHORITY OF THE BOARD IN THE PRESENCE OF:

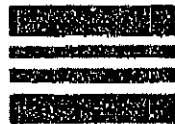


[Signature] Dir.
[Signature] Sec.
 Signature of Applicant

TO BE COMPLETED BY LODGING PARTY
 How (f) and (g)

| | | | |
|--|-----------|-----------------------|-------------------|
| LODGED BY HOMES & BEVAN SOLRS 18/88 PITT ST SYDNEY 2000. | | LOCATION OF DOCUMENTS | |
| Ref. No. Delivery Doc Number 187D | | CI | OTHER |
| Checked | | | Handled |
| Filed | | | In L.T.O. with |
| REGISTERED - - ID | | | Produced by |
| Signed | Extra For | Secondary Directions | SP 4292/3. |
| | | Delivery Directions | |

OFFICE USE ONLY



REQUEST

Real Property Act 1900



I D
777250 M

(A) **LAND**
Show no more than 20 References to Title.

FOLIO IDENTIFIER ~~12/98-41691~~
CP/SP 41691

Ri/1.

(B) **REGISTERED DEALING**
If applicable.

[Empty box for registered dealing]

(C) **LODGED BY**

| | | | |
|---|--|---|----------|
| LTO Box 187D | Name, Address or DX and Telephone S 7799 | HOLMES & BEVAN LEVEL 31 TOWER BUILDING AUSTRALIA SQUARE SYDNEY | R |
| REFERENCE (max 15 characters) DX 1266 SYDNEY NSW 201 228 | | | |

(D) **APPLICANT**

MAMBARE PTY LIMITED ACN 000 939 980
OF 457 HIGH STREET MAITLAND

(E) I, the Applicant, in regard to the above land/Registered Dealing, request the Registrar General to

AMEND THE DEVELOPMENT STATEMENT RELATING TO
STRATA PLAN 41691, PART 2 (SHEET 4 - AS ATTACHED)
- STAGE 3,4 AND 5 ONLY.

OVER

AMENDMENT FILED AS SHEET 10 IN DEV STATEMENT WITH SP 41691

~~NOTICE THE STATE BANK OF NEW SOUTH WALES
PURSUANT TO MORTGAGE NO E 244050
CONSENTS TO THIS REQUEST~~

*10-2-94
(187)*

NA CR

(F) Certified correct for the purposes of the Real Property Act 1900,
Signed in my presence by the applicant who is personally known to me.

DATE

[Signature]
.....
*Signature of Witness

PETER HASINGA
Name of Witness (BLOCK LETTERS)
20 QUEEN ST LOHN NSW
Address of Witness

THE COMMON SEAL OF
MAMBARE WAS HEREUNTO
AFFIXED BY AUTHORITY
OF THE BOARD IN THE
PRESENCE OF:



[Signature]
.....
Signature of Applicant

CHECKED BY (office use only)

[Handwritten initials]

97-111



REQUEST

Real Property Act 1900



2487371 0

(A) STAMP DUTY
If applicable.

Office of State Revenue use only

(B) TITLE
Show no more than 20.

FOLIO IDENTIFIER OP/SP41691

(C) REGISTERED DEALING
If applicable.

(D) LODGED BY

| L.T.O. Box | Name, Address or DX and Telephone | Dealing Code |
|------------|--|--------------|
| 187D | HOLMES & BEVAN SOLICITORS DX 1268 SYDNEY TEL: 9241 3835 REFERENCE (max 15 characters): | OVER |

(E) APPLICANT

MAMBARE PTY LIMITED ACN 000 939 980

(F) REQUEST

LODGEMENT OF AMENDED DEVELOPMENT STATEMENT

CHECKED BY (office use only)

CB

(0)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE *15 September 2016*

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

[Handwritten Signature]
Signature of Applicant

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 In the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AN42731U

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

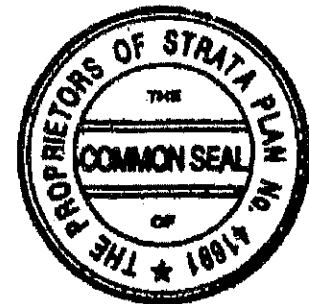
| | | |
|-------------------|---------------------------------------|---|
| (A) TORRENS TITLE | For the common property CP/SP41691 | |
| (B) LODGED BY | Document Collection Box 30P | Name, Address or DX, Telephone, and Customer Account Number if any L J KANE & CO LLPN 123818G Reference: HSM - SP41691 |
| | CODE CH | |

- (C) The Owners-Strata Plan No. 41691 certify that a special resolution was passed on 10/1/2018
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 20, 21 & 22
Amended by-law No. NOT APPLICABLE

as fully set out below:

ANNEXURE 'A' - APPROVED FORM 10
ANNEXURE 'B' - CONSOLIDATED BY-LAWS



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 'B'
(G) The seal of The Owners-Strata Plan No. 41691 was affixed on 11/1/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: Lyn Burg
Name: LYN BURG
Authority: STRATA MANAGING AGENT

Signature: _____
Name: _____
Authority: _____

ANNEXURE "A"

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 41691... was affixed on ^ 11/01/2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Lyn Burg Name: LYN BURG Authority: STRATA MANAGING AGENT

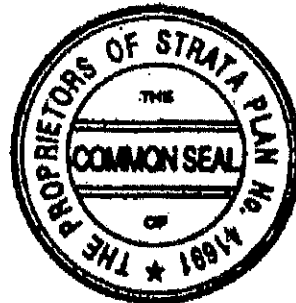
Signature: Name: Authority:

* Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



A

ANNEXURE "B"



444 High Street, Maitland NSW 2320
PO Box 707, Maitland NSW 2320
P (02) 4934 2022 F (02) 4934 8936
E admin@hunterstrata.net.au
W www.hunterstrata.net.au

CONSOLIDATED BY-LAWS STRATA PLAN 41691

*For Strata Schemes previously using 1996 Model by-laws
Strata Schemes Management Regulation 2016*

BY-LAWS FOR: 42-48 MELROSE STREET, LORN NSW 2320

SP 41691

1 NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

3 OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

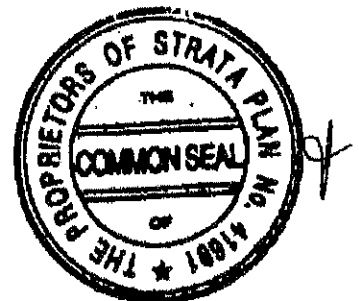
4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 DAMAGE TO COMMON PROPERTY

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.



- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

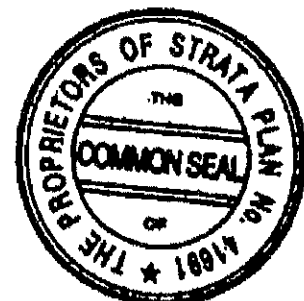
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11 CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.



12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- (1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14 FLOOR COVERINGS

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 GARBAGE DISPOSAL

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 KEEPING OF ANIMALS

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the Owners Corporation, keep any animal on the lot or the common property.



- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 APPEARANCE OF LOT

- (1) The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 NOTICE BOARD

An Owners Corporation must cause a notice board to be affixed to some part of the common property.

19 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

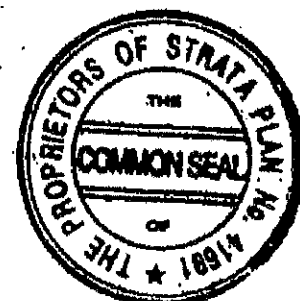
20 AIR CONDITIONING

Conditions:

- (1) That the owner of a lot, for the time being, shall be granted exclusive use of an area of common property, for the purposes of installing an air conditioning unit, subject to the following conditions:
- (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) proposed location of the air conditioning unit;
 - (ii) location of drainage piping;
 - (iii) size of condenser motor;
 - (iv) information of the installer;
 - (c) any air conditioning motor must be located out of site, in the rear courtyard of the lot; and
 - (d) all current installations can remain in their current position, however the lot owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.

Responsibilities:

- (2) The owner of the lot will assume all responsibility in relation to the installation of the air conditioning unit. This includes:
- (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation;
 - (b) the air conditioning unit must not compromise any fire rated wall, if this occurs, the lot owner must rectify, at their cost, in a time frame prescribed by the Strata Committee;



- (c) rectification of any damage to the common property as a result of the air conditioning installation or function, will be rectified in a time frame prescribed by the Strata Committee, at their own cost;
- (d) the air conditioning unit must be maintained, repaired and eventually replaced at the lot owner's cost;
- (e) any ducting, piping or wiring that is visible from or on the common property must be appropriately encased in a conduit, to be in keeping with the appearance of the lot;
- (f) noise emanating from the system must not exceed the decibel limit, as prescribed by the Noise Pollution Act; and
- (g) the air conditioning unit must only be installed once approved by the Strata Committee. The air conditioning unit must only be installed as per the approved application.

21 FOXTEL/SATELLITE DISH INSTALLATION

- (1) That the Owner of the Lot shall have special privilege in respect of the Common Property to conduct work to their lot and the command of Exclusive Use over the Common Property affected by the works.

Definitions:

'Owner' means the Owner of the Lot both present and future.

'Lot' means the individual parcel incorporated as part of the Owners Corporation

'Satellite Dish' means satellite dish being installed.

'Works' means any work involved in the installation or removal process.

'Common Property' means any part of a parcel that is not comprised in a lot.

'Exclusive Use' means the right to use an approved area of Common Property not belonging to the lot.

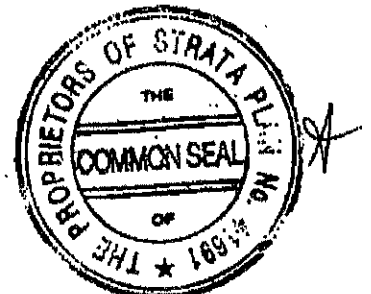
'Approved Area' means the area approved by the Strata Committee or Owners Corporation.

Conditions:

- (1) That the owner of a lot, for the time being, shall be granted exclusive use of an approved area of common property, for the purposes of installing a Foxtel/Satellite Dish, subject to the following conditions:
- (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) proposed location of the Foxtel/Satellite Dish;
 - (ii) location of cabling and conduits;
 - (iii) size of the Foxtel/Satellite Dish;
 - (iv) information of the installer;
 - (c) any Foxtel/Satellite Dish must be installed only in the location as approved by the Strata Committee or Owners Corporation;
 - (d) the lot owner will assume all costs including installation, repairs, maintenance, eventual replacement or removal of the Foxtel/Satellite Dish and must reinstate the Common Property, at their own costs, if any damage is caused as a result of the installation or removal of the Foxtel/Satellite Dish; and
 - (e) all current installations can remain in their current position, however the lot owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.

Responsibilities:

- (2) The owner of the lot will assume all responsibility in relation to the installation of the Foxtel/Satellite Dish. This includes:
- (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation;



- (b) the Foxtel/Satellite Dish must be maintained, repaired and eventually replaced at the lot owner's cost;
- (c) cabling must run internally through the relevant Lot through the roof void;
- (d) any cabling or conduits visible from the exterior of the lot must be enclosed within suitable housing, as approved by the Strata Committee, and in keeping with the appearance of the lot.

22 SOLAR PANELS

That the Owner of a Lot shall have special privilege in respect of the Common Property to conduct works to their lot and command Exclusive Use over the Common Property affected by the works.

Definitions:

'Owner' means the Owner of the Lot both present and future.

'Lot' means the individual parcel incorporated as part of the Owners Corporation

'Solar Panel' means the Solar Panel, being installed.

'Works' means any works involved in the installation or removal process.

'Common Property' means any part of a parcel that is not comprised in a lot.

'Exclusive Use' means the right to use an approved area of Common Property not belonging to the lot.

'Approved Area' means the area approved by the Strata Committee or Owners Corporation.

Conditions:

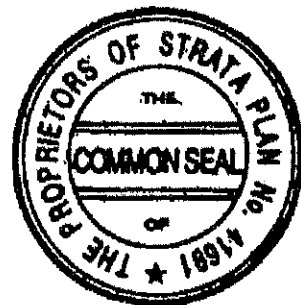
- (1) That the owner of a lot, for the time being, shall be granted exclusive use of an area of common property, for the purposes of installing Solar Panels, subject to the following conditions:
 - (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) sketch of proposed location of the Solar Panels;
 - (ii) number and size of Solar Panels;
 - (iii) information of the installer;
 - (c) the Solar Panel/s must only be installed once approved by the Strata Committee or Owners Corporation;
 - (d) the Solar Panels must only be installed in the manner and location as approved by the Strata Committee or Owners Corporation; and
 - (e) all current installations can remain in their current position, however the lot owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.

Responsibilities:

- (2) The owner of the lot will assume all responsibility in relation to the installation of the Solar Panels. This includes:
 - (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation;
 - (b) the Solar Panels must not cause damage to Common Property occurs, the lot owner must rectify, at their cost, in a time frame prescribed by the Strata Committee;
 - (c) rectification of any damage to the common property as a result of Solar Panel/s installation or function, will be rectified in a time frame prescribed by the Strata Committee or Owners Corporation, at the cost of the Lot Owner;
 - (d) the Solar Panel/s must be maintained, repaired and eventually replaced at the lot owner's cost;



- (e) cabling must run internally through the relevant Lot through the roof void;
- (f) any cabling on the exterior of the lot must be housed in a suitable casing to be in keeping with the appearance of the Lot; and
- (g) all necessary approvals and permits must be obtained from the relevant statutory authorities prior to installation. This includes local Council.



A handwritten signature in black ink, consisting of a stylized, cursive letter 'A'.

Form: 15CH
Release: 2.1

CONSOLIDATION CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AN844851M

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

(A) **TORRENS TITLE**

| | |
|---------------------------------------|--|
| For the common property CP/SP41691 | |
|---------------------------------------|--|

(B) **LOGGED BY**

| | | |
|---|--|-----------------------|
| Document Collection Box 30P | Name, Address or DX, Telephone, and Customer Account Number if any L J KANE & CO. LLPN 123818C | CODE CH |
| | Reference: HSMSP41691 | |

- (C) The Owners-Strata Plan No. 41691 certify that a special resolution was passed on 26/10/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. 23
 Amended by-law No. NOT APPLICABLE
 as fully set out below;
 SEE ANNEXURE 'A' - CONSOLIDATED BY-LAWS

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 'A'
- (G) The seal of The Owners-Strata Plan No. 41691 was affixed on 1/11/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *ESTHER HAMPSHIRE*

Name: ESTHER HAMPSHIRE

Authority: STRATA MANAGING AGENT

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

ON CDCL,
OFF CDCL AN 42731

ANNEXURE 'A'



HUNTERSTRATA
management

Hunter Strata Management Pty Ltd
ABN 74 072 169 094
444 High Street | PO Box 707
Maitland NSW 2320
P (02) 4934 2022 F (02) 4934 8936
E admin@hunterstrata.net.au
W www.hunterstrata.net.au

CONSOLIDATED BY-LAWS STRATA PLAN 41691

*For Strata Schemes previously using 1996 Model by-laws
Strata Schemes Management Regulation 2016*

BY-LAWS FOR: 42-48 MELROSE STREET, LORN NSW 2320

SP41691

1 NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 VEHICLES

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

3 OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 DAMAGE TO COMMON PROPERTY

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- (2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.



- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

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An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11 CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

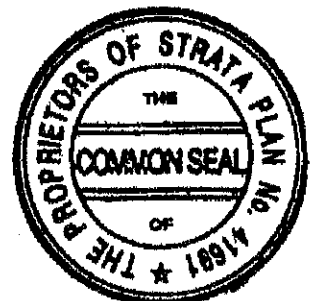
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(1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.



14 FLOOR COVERINGS

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 GARBAGE DISPOSAL

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 KEEPING OF ANIMALS

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the Owners Corporation, keep any animal on the lot or the common property.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 APPEARANCE OF LOT

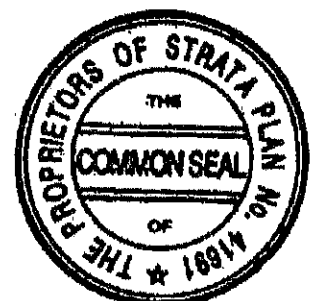
- (1) The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 NOTICE BOARD

An Owners Corporation must cause a notice board to be affixed to some part of the common property.

19 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).



20 AIR CONDITIONING

DEALING AN42731

Conditions:

- (1) That the owner of a lot, for the time being, shall be granted exclusive use of an area of common property, for the purposes of installing an air conditioning unit, subject to the following conditions:
 - (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) proposed location of the air conditioning unit;
 - (ii) location of drainage piping;
 - (iii) size of condenser motor;
 - (iv) information of the installer;
 - (c) any air conditioning motor must be located out of site, in the rear courtyard of the lot; and
 - (d) all current installations can remain in their current position, however the lot owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.

Responsibilities:

- (2) The owner of the lot will assume all responsibility in relation to the installation of the air conditioning unit. This includes:
 - (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation;
 - (b) the air conditioning unit must not compromise any fire rated wall, if this occurs, the lot owner must rectify, at their cost, in a time frame prescribed by the Strata Committee;
 - (c) rectification of any damage to the common property as a result of the air conditioning installation or function, will be rectified in a time frame prescribed by the Strata Committee, at their own cost;
 - (d) the air conditioning unit must be maintained, repaired and eventually replaced at the lot owner's cost;
 - (e) any ducting, piping or wiring that is visible from or on the common property must be appropriately encased in a conduit, to be in keeping with the appearance of the lot;
 - (f) noise emanating from the system must not exceed the decibel limit, as prescribed by the Noise Pollution Act; and
 - (g) the air conditioning unit must only be installed once approved by the Strata Committee. The air conditioning unit must only be installed as per the approved application.

21 FOXTEL/SATELLITE DISH INSTALLATION

DEALING AN42731

- (1) That the Owner of the Lot shall have special privilege in respect of the Common Property to conduct work to their lot and the command of Exclusive Use over the Common Property affected by the works.

Definitions:

'Owner' means the Owner of the Lot both present and future.

'Lot' means the individual parcel incorporated as part of the Owners Corporation

'Satellite Dish' means satellite dish being installed.

'Works' means any work involved in the installation or removal process.

'Common Property' means any part of a parcel that is not comprised in a lot.

'Exclusive Use' means the right to use an approved area of Common Property not belonging to the lot.

'Approved Area' means the area approved by the Strata Committee or Owners Corporation.



Conditions:

- (2) That the owner of a lot, for the time being, shall be granted exclusive use of an approved area of common property, for the purposes of installing a Foxtel/Satellite Dish, subject to the following conditions:
- (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) proposed location of the Foxtel/Satellite Dish;
 - (ii) location of cabling and conduits;
 - (iii) size of the Foxtel/Satellite Dish;
 - (iv) information of the installer;
 - (c) any Foxtel/Satellite Dish must be installed only in the location as approved by the Strata Committee or Owners Corporation;
 - (d) the lot owner will assume all costs including installation, repairs, maintenance, eventual replacement or removal of the Foxtel/Satellite Dish and must reinstate the Common Property, at their own costs, if any damage is caused as a result of the installation or removal of the Foxtel/Satellite Dish; and
 - (e) all current installations can remain in their current position, however the lot owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.

Responsibilities:

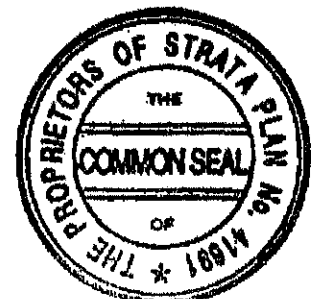
- (3) The owner of the lot will assume all responsibility in relation to the installation of the Foxtel/Satellite Dish. This includes:
- (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation;
 - (b) the Foxtel/Satellite Dish must be maintained, repaired and eventually replaced at the lot owner's cost;
 - (c) cabling must run internally through the relevant Lot through the roof void;
 - (d) any cabling or conduits visible from the exterior of the lot must be enclosed within suitable housing, as approved by the Strata Committee, and in keeping with the appearance of the lot.

22 SOLAR PANELS – DEALING AN42731

- (1) That the Owner of a Lot shall have special privilege in respect of the Common Property to conduct works to their lot and command Exclusive Use over the Common Property affected by the works.
- (2) **Definitions:**
- 'Owner' means the Owner of the Lot both present and future.
- 'Lot' means the individual parcel incorporated as part of the Owners Corporation
- 'Solar Panel' means the Solar Panel, being installed.
- 'Works' means any works involved in the installation or removal process.
- 'Common Property' means any part of a parcel that is not comprised in a lot.
- 'Exclusive Use' means the right to use an approved area of Common Property not belonging to the lot.
- 'Approved Area' means the area approved by the Strata Committee or Owners Corporation.

Conditions:

- (3) That the owner of a lot, for the time being, shall be granted exclusive use of an area of common property, for the purposes of installing Solar Panels, subject to the following conditions:
- (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) sketch of proposed location of the Solar Panels;
 - (ii) number and size of Solar Panels;
 - (iii) information of the installer;



- (c) the Solar Panel/s must only be installed once approved by the Strata Committee or Owners Corporation;
- (d) the Solar Panels must only be installed in the manner and location as approved by the Strata Committee or Owners Corporation; and
- (e) all current installations can remain in their current position, however the lot owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.

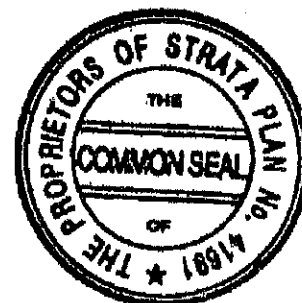
Responsibilities:

- (4) The owner of the lot will assume all responsibility in relation to the installation of the Solar Panels. This includes:
 - (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation;
 - (b) the Solar Panels must not cause damage to Common Property occurs, the lot owner must rectify, at their cost, in a time frame prescribed by the Strata Committee;
 - (c) rectification of any damage to the common property as a result of Solar Panel/s installation or function, will be rectified in a time frame prescribed by the Strata Committee or Owners Corporation, at the cost of the Lot Owner;
 - (d) the Solar Panel/s must be maintained, repaired and eventually replaced at the lot owner's cost;
 - (e) cabling must run internally through the relevant Lot through the roof void;
 - (f) any cabling on the exterior of the lot must be housed in a suitable casing to be in keeping with the appearance of the Lot; and
 - (g) all necessary approvals and permits must be obtained from the relevant statutory authorities prior to installation. This includes local Council.

23 PERGOLA OR AWNING INSTALLATION

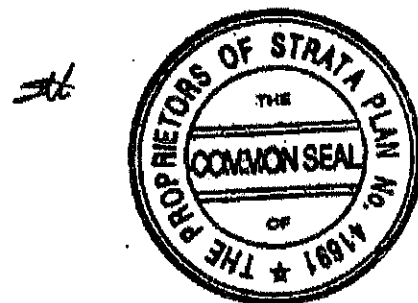
Conditions:

- (1) That the Owner of a Lot, for the time being, shall be granted exclusive use of an area of common property, for the purposes of installing/constructing a pergola or awning, subject to the following conditions:
 - (a) the owner must apply in writing to the Strata Committee
 - (b) any application must include:
 - (i) proposed location of the pergola or awning or awning;
 - (ii) dimensions of the pergola or awning or awning;
 - (iii) materials & colour of the pergola or awning; and
 - (iv) information of the installer, including insurances and licence details.
 - (c) If the Owner of the Lot, for the time being, wishes to install the pergola or awning or awning themselves, the Owner must include in the application information as to their abilities to undertake such works;
 - (d) any pergola or awning must be located out of sight from the front of the Lot, in the rear courtyard of the Lot; and
 - (e) all current pergolas or awnings can remain in their current position, however the Lot Owner, for the time being, will be required to adhere to all other conditions and responsibilities as prescribed in this by-law.



Responsibilities:

- (2) The Owner of the Lot, for the time being, will assume all responsibility in relation to the installation/construction of the pergola or awning. This includes:
- (a) responsibility to employ an appropriately qualified, licensed and insured person to undertake the installation, or evidence of the Lot Owners ability to undertake works;
 - (b) the pergola or awning may be attached to the rear wall of the Lot, however if any damage is caused as a result of the attachment, the Lot Owner must rectify, at their cost, in a time frame prescribed by the Strata Committee or Owners Corporation;
 - (c) rectification of any damage to the Common Property or plumbing as a result of the pergola or awning construction, will be rectified in a time frame prescribed by the Strata Committee or Owners Corporation, at their own cost;
 - (d) failure to complete rectification by the time frame prescribed will result in the Owners Corporation undertaking such works at a cost to the Lot Owner for the time being. The amount of the works will then be charge to the Lot Owner as a contribution payable on the Owner Ledger and will be subject to the same terms of debt recovery as passed by the Owner Corporation and in accordance with Section 86 of the Act;
 - (e) the pergola or awning must be maintained, repaired and eventually replaced at the Lot Owner's cost;
 - (f) any part of the pergola or awning that is visible from the rear of another Lot, must be in keeping with the appearance of the Strata Scheme; and
 - (g) construction of the pergola or awning must only be undertaken during the hours prescribed by the Local Council's restriction on noise.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

The Council of the City of Maitland
 having satisfied itself that the requirements of the State Planning Act 1972
 have been met, hereby approves the registration of the plan and the
 creation of the lots shown on the plan.

Approved by the Council of the City of Maitland
 on this 12th day of December 1992

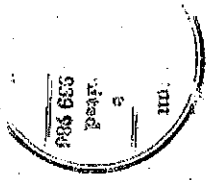
[Signature]
 Mayor

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

KEITH BUDNICK
 MANILLA

Special Agent
 15-12-92

This is sheet 1 of my Plan in 2 sheets



[Signature]
 Dr.
 Council Sec.

THE PROPRIETORS OF S.P. 41691
 hereby certify that the plan is a true and correct copy of the plan as shown to the Registrar-General and that the plan is a true and correct copy of the plan as shown to the Registrar-General.

By the Proprietors:
[Signature]
 Maitland City Council

PLAN OF SUBDIVISION OF DEVELOPMENT LOT 12 S.P. 41691

State: Maitland
 City: Maitland
 Locality: LORN

Parrish: MIDDLEHOPE
 County: DURHAM

Reduction Ratio 1:
 Lengths are in metres

Name of, and address for service of notices on, the body corporate:
 THE PROPRIETORS OF S.P. 41691

STRATA PLAN 42972

Registered: 5-1-1993

C.A. No 9207B OF 22-12-1992

Purpose: STRATA PLAN OF SUBDIVISION

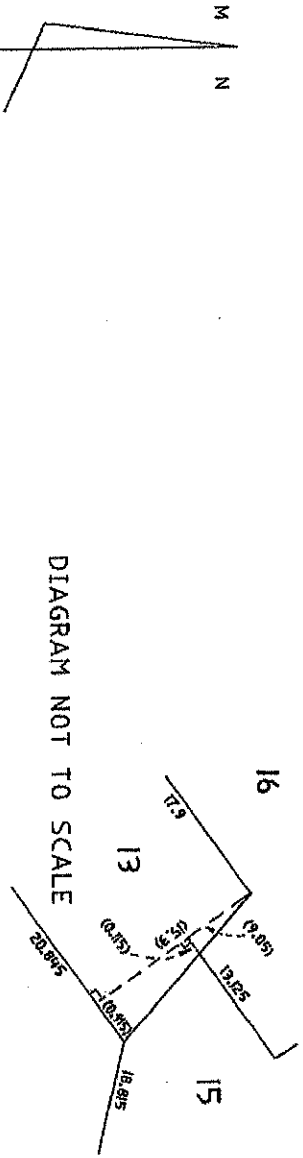
Ref Map: U4572-34

Last Plan: SP41691

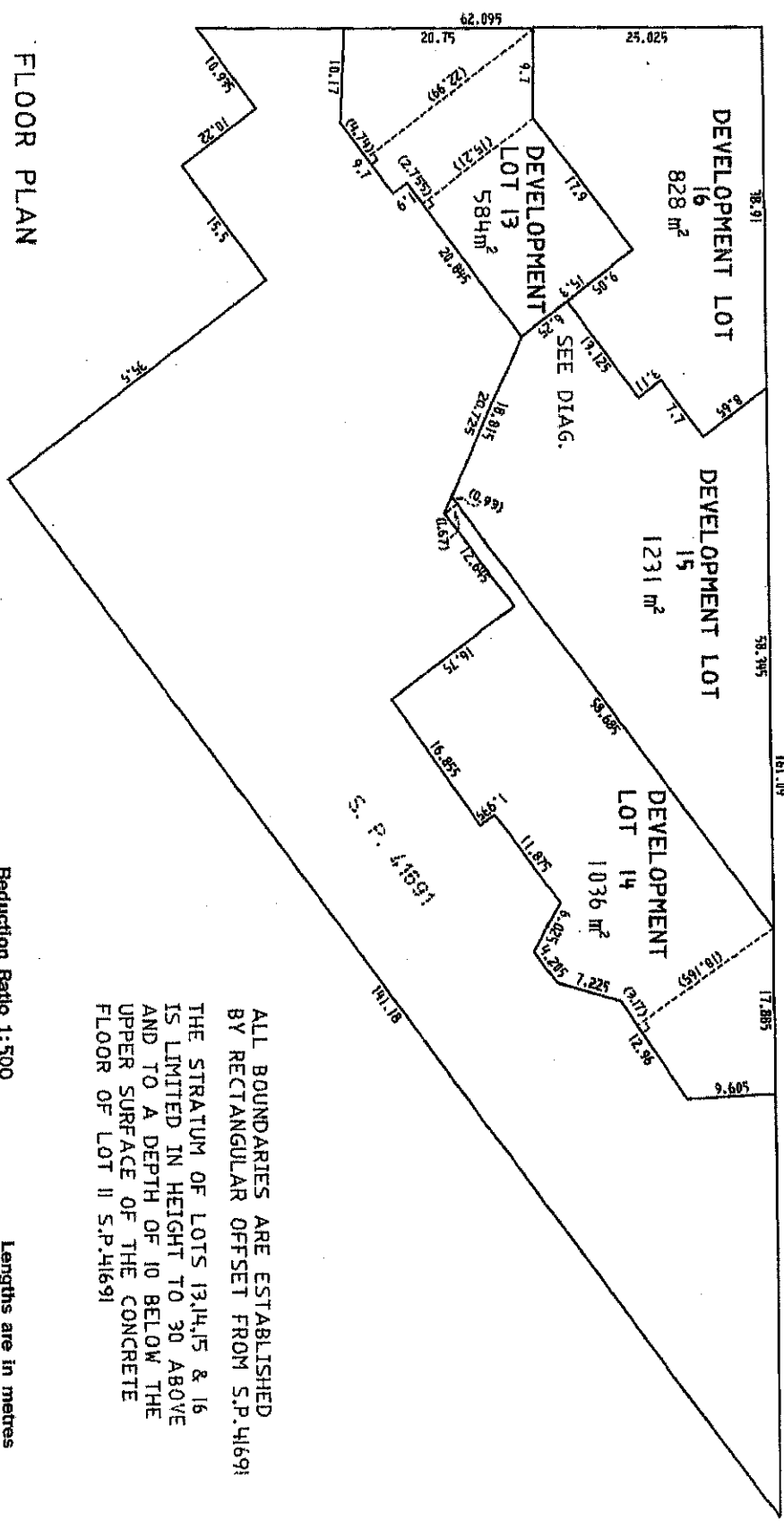
| | | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 | 160 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space



| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|-------------|
| UNIT | ENTITLEMENT |
| 13 | 20 |
| 14 | 40 |
| 15 | 30 |
| 16 | 30 |
| AGG. | 120 |



ALL BOUNDARIES ARE ESTABLISHED BY RECTANGULAR OFFSET FROM S.P. 41691
 THE STRATUM OF LOTS 13,14,15 & 16 IS LIMITED IN HEIGHT TO 30 ABOVE AND TO A DEPTH OF 10 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF LOT 11 S.P.41691

Reduction Ratio 1:500

Lengths are in metres

Rudnick
 Registered Surveyor

Q. Perry
 Council Clerk

SURVEYOR'S REFERENCE: HERITAGE



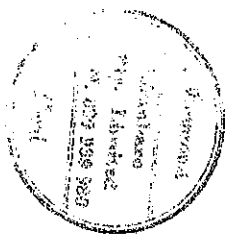
2
2
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N

LOCAL L.S. 13514-1041E

The Council of the City of Maitland, New South Wales, has approved the application for the registration of the proposed Strata Plan of Maitland, New South Wales, in accordance with the provisions of the Strata Management Act 1992. The proposed Strata Plan is a plan of subdivision of the land described in the Certificate of Title for the land.

THE STRATA PLAN OF SUBDIVISION IS PART OF A DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTANT WITH THE DEVELOPMENT AND GIVES EFFECT TO THE STRAITS OF THE DEVELOPMENT STATEMENT TO WHICH IT RELATES

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants



Christina Mackay
Secretary, Maitland City

NEW SOUTH WALES STATE OF SUBDIVISION
subject hereby consents to this STRATA PLAN
by its Acting Chairman
MANUELA MIDDLEHOPE
MANAGER, R&C
MAITLAND

SURVEYOR'S CERTIFICATE

I, GREGORY MACKAY, SURVEYOR, of G.M. OGDEN (1992) PTY. LTD., a company registered under the Companies Act, 1920, hereby certify that I am the registered proprietor of the land described in the Certificate of Title for the land and that the plan of subdivision shown on the accompanying map is a plan of subdivision of a parcel of land in the Maitland City of Maitland, New South Wales, in accordance with the provisions of the Strata Management Act, 1992.

Signature: *G. Mackay*
Date: 30th October, 1992

PLAN OF SUBDIVISION OF DEVELOPMENT LOT 13
S.P. 42972



Maitland
City : MAITLAND
Locality : LORN
County : DURHAM
Parish : MIDDLEHOPE
Reduction Ratio 1:
Lengths are in metres



Name of, and address for service of notices on, the body corporate
Address required on original strata plan only

THE PROPRIETORS OF STRATA PLAN NO. 41691
"HERITAGE VILLAGE" NO. 32, MELROSE STREET,
LORN, 2320.

STRATA PLAN 42973

Registered
C.A. No 103/5192436 OF
4.12.1992
Purpose: STRATA PLAN OF SUBDIVISION
Ref Map U4572 - 34
Last Plan SP 42972

FOR LOCATION PLAN SEE SHEET 2

SURVEYOR'S REFERENCE: V.H. LOREN / 2

Plan Drawing only to appear in this space

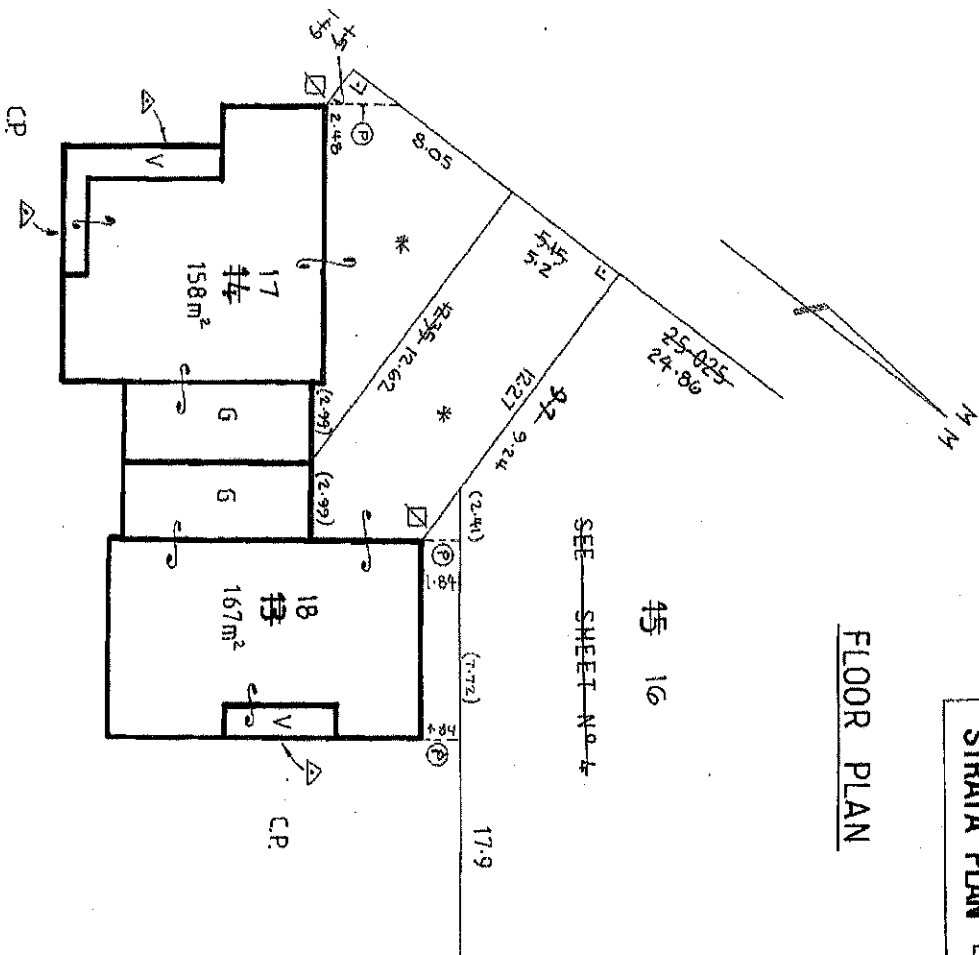
Plan Drawing only to appear in this space

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

STRATA PLAN 42973

| LOT No. | UNIT | ENTITLEMENT |
|-----------|------|-------------|
| 4 | 17 | 10 |
| 4 | 18 | 10 |
| 4 | 19 | 10 |
| AGGREGATE | | 420 20 |

FLOOR PLAN



- COURTYARDS ARE LIMITED IN HEIGHT TO 1.5 BELOW & 3. ABOVE THEIR RESPECTIVE UPPER SURFACES OF THE FLOOR EXCEPT WHERE COVERED.
- ALL AREAS ARE APPROXIMATE.
- ☑ DENOTES CORNER OF WALL.
 - CP DENOTES COMMON PROPERTY.
 - V DENOTES VERANDAH.
 - G DENOTES GARAGE.
 - * DENOTES COURT YARD.
 - ⊥ DENOTES 90°
 - △ BOUNDARY'S FACE OF CONCRETE FLOOR SLAB.
 - ALL VERANDAH'S ARE COVERED.
 - ② PROLONGATION OF OUTER FACE OF WALL

Reduction Ratio 1:200

Lengths are in metres



SUPERVISOR'S REFERENCE: V.H. LORAN / 2

Registered Surveyor

Council Clerk

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

COUNCIL'S CERTIFICATE

MAITLAND CITY

Having satisfied that the requirements of the State Planning Act 1972 have been met in respect of the application for the registration of a subdivision of land, approval of the proposed subdivision is granted.

Application Number: **22-4-96**
 Date of Council Meeting: **22-07-96**
 Date of Council Resolution: **22-07-96**
 Subdivision No.: **92078**

SURVEYOR'S CERTIFICATE

1. **KEITH BUDNICK**
 PO BOX 363 RAYMOND TERRACE

2. I, the undersigned, being a duly qualified and registered surveyor under the Surveyors Act 1982, have surveyed and measured the land described in the Schedule to this certificate and have found that the boundaries of the land are as shown on the plan attached hereto and that the area of the land is as stated in the Schedule to this certificate.

3. I have caused the plan to be drawn and the boundaries to be marked on the ground in accordance with the provisions of the Surveyors Act 1982 and the Surveyors Regulations 1983 and I have caused the plan to be deposited in the office of the Registrar-General of Land at Sydney.

4. I have caused the plan to be deposited in the office of the Registrar-General of Land at Sydney on the date stated in the Schedule to this certificate.

Signature: *Keith Budnick*
 Date: **26/2/96**

This is sheet 1 of my plan in **2** sheets.

PLAN OF SUBDIVISION OF DEVELOPMENT LOTS 14 & 15 SP ~~4444~~ 42972

LGA: MAITLAND Locality: LORN

Parish: MIDDLEHOPE County: DURHAM

Reduction Ratio 1: 400 Lengths are in metres

Name of and address for service of notices on, the body corporate: **THE PROPRIETORS OF S.P. 41691**

STRATA PLAN 53429

Registered: **30-9-1996**

C.A.: 92078 OF THE 22-4-1996

Purpose: STRATA PLAN OF SUBDIVISION

Ref. Map: JJ 4572 - 34

Last Plan: SP 42972

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

| | | | | | | | | | | | | | | | |
|----------------------------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 | 160 |
| Table of mm | | | | | | | | | | | | | | | |
| SURVEYOR'S REFERENCE: HERITAGE/2 | | | | | | | | | | | | | | | |

STRATUM LOTS AMENDED IN LTO 11.10.1996 OF

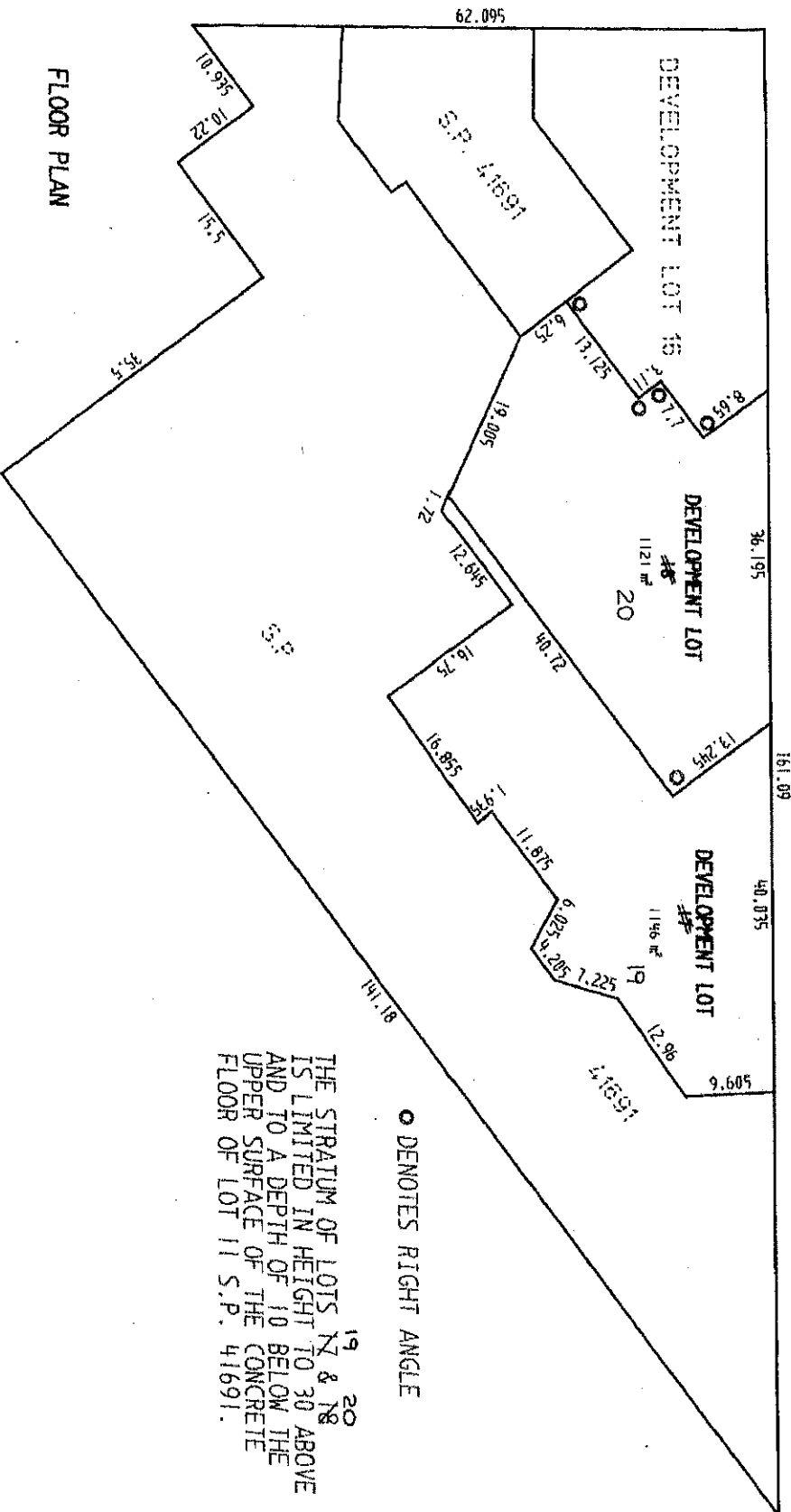
Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: HERITAGE/2

Plan Drawing only to appear in this space

STRATA PLAN 53429

| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|-------------|
| UNIT | ENTITLEMENT |
| 17 19 | 40 |
| 18 20 | 30 |
| AGG | 70 |



○ DENOTES RIGHT ANGLE

THE STRATUM OF LOTS 19 & 20 IS LIMITED IN HEIGHT TO 30 ABOVE AND TO A DEPTH OF 10 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF LOT 18 S.P. 41691.

FLOOR PLAN

Reduction Ratio 1:500

Lengths are in metres

Robert
 Surveyor Registered under Surveyors Act 1928

D. Evans
 General Manager/Authorised Person
 92078



WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE
MAITLAND CITY (Name of Council)
 Having satisfied itself that the requirements of the State Titles Act 1971 have been met in relation to the proposed subdivision of the land described in the certificate, the Council certifies that the requirements of the State Titles Act 1971 have been met.

REGISTERED
 Council name and registration number of the holding against the application of the certificate of title is as follows:
 Maitland City Council
 123456789

DATE OF ISSUE
 30.8.96
 Date
 9/20/96
 Signature No. 92078
 Signature: *[Signature]*

CONVEYANCE OF THE LAND
 The land described in the certificate of title is situated in the Parish of Middlehope, County of Durham, State of New South Wales, and is bounded as follows:
 North by the land of the State of New South Wales
 East by the land of the State of New South Wales
 South by the land of the State of New South Wales
 West by the land of the State of New South Wales

REGISTERED
 A surveyor registered under the Surveyors Act 1988, hereby certifies that the survey information recorded in any accompanying location plan is accurate.
 Signature: *[Signature]*
 Date: 9/05/96

REGISTERED
 This is sheet 1 of my Plan in 2 sheets.


REGISTERED
 SURVEYOR'S CERTIFICATE
 I, **KEITH BUDNICK**
 of **PO BOX 363 RAYMOND TERRACE**
 a surveyor registered under the Surveyors Act 1988, hereby certify that the building measurements in the location plan are true and correct to the best of my knowledge and belief.
 Signature: *[Signature]*
 Date: 9/05/96

REGISTERED
 Name of, and address for service of notices on, the body corporate
 *Address required on original strata plan only.

PLAN OF SUBDIVISION OF DEVELOPMENT LOT 44 SP 44694 57429

LGA MAITLAND **Locality:** LORN

Parish: MIDDLEHOPE **County:** DURHAM

Reduction Ratio 1: 400 Lengths are in metres 

THE PROPRIETORS OF S.P. 41691

STRATA PLAN 53430

Registered: 31 9-10-1996

C.A. No. 92078 OF 30.8.96

Purpose: SUBDIVISION

Ref. Map: U4572 - 34

Last Plan: SP53429

REGISTERED
 Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

REGISTERED
 I, **KEITH BUDNICK**
 of **PO BOX 363 RAYMOND TERRACE**
 a surveyor registered under the Surveyors Act 1988, hereby certify that the survey information recorded in any accompanying location plan is accurate.
 Signature: *[Signature]*
 Date: 9/05/96


REGISTERED
 This is sheet 1 of my Plan in 2 sheets.

REGISTERED
 Name of, and address for service of notices on, the body corporate
 *Address required on original strata plan only.

PLAN OF SUBDIVISION OF DEVELOPMENT LOT 44 SP 44694 57429

LGA MAITLAND **Locality:** LORN

Parish: MIDDLEHOPE **County:** DURHAM

Reduction Ratio 1: 400 Lengths are in metres 


THE PROPRIETORS OF S.P. 41691

REGISTERED
 Name of, and address for service of notices on, the body corporate
 *Address required on original strata plan only.

PLAN OF SUBDIVISION OF DEVELOPMENT LOT 44 SP 44694 57429

LGA MAITLAND **Locality:** LORN

Parish: MIDDLEHOPE **County:** DURHAM

Reduction Ratio 1: 400 Lengths are in metres 

THE PROPRIETORS OF S.P. 41691

STRATA PLAN 53430

Registered: 31 9-10-1996

C.A. No. 92078 OF 30.8.96

Purpose: SUBDIVISION

Ref. Map: U4572 - 34

Last Plan: SP53429

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

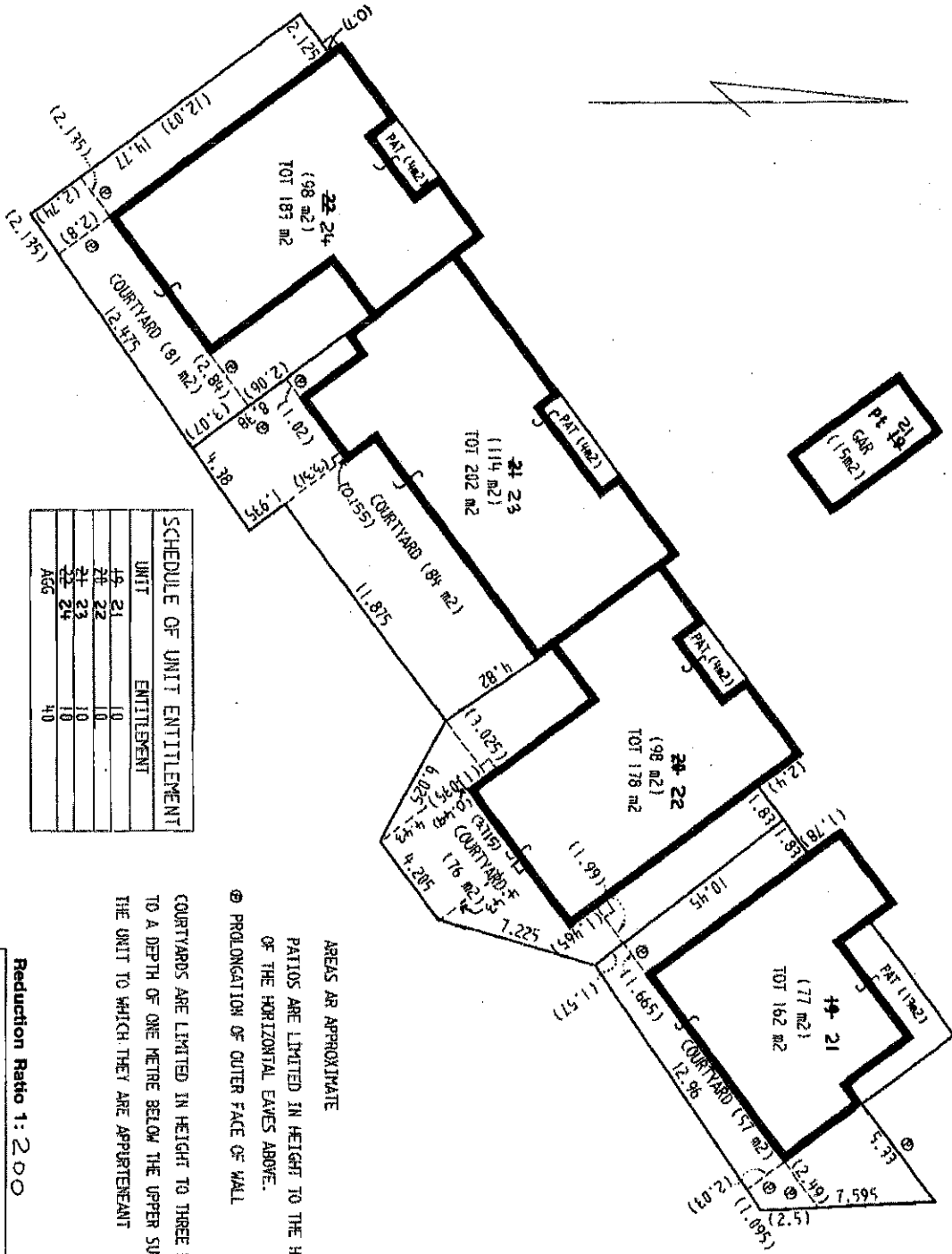
SURVEYOR'S REFERENCE: HERITAGE/3

Plan Drawing only to appear in this space

SEE SHEET 3 FOR LOCATION PLAN

Plan Drawing only to appear in this space

STRATA PLAN 53430



SCHEDULE OF UNIT ENTITLEMENT

| UNIT | ENTITLEMENT |
|--------|-------------|
| 21-24 | 10 |
| 25-28 | 10 |
| 29-32 | 10 |
| 33-36 | 10 |
| 37-40 | 10 |
| 41-44 | 10 |
| 45-48 | 10 |
| 49-52 | 10 |
| 53-56 | 10 |
| 57-60 | 10 |
| 61-64 | 10 |
| 65-68 | 10 |
| 69-72 | 10 |
| 73-76 | 10 |
| 77-80 | 10 |
| 81-84 | 10 |
| 85-88 | 10 |
| 89-92 | 10 |
| 93-96 | 10 |
| 97-100 | 10 |
| AGG | 40 |

AREAS ARE APPROXIMATE
 PATIOS ARE LIMITED IN HEIGHT TO THE HORIZONTAL PROLONGATION
 OF THE HORIZONTAL EAVES ABOVE.
 © PROLONGATION OF OUTER FACE OF WALL
 COURTYARDS ARE LIMITED IN HEIGHT TO THREE METRES ABOVE &
 TO A DEPTH OF ONE METRE BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF
 THE UNIT TO WHICH THEY ARE APPURTENANT

Reduction Ratio 1:200

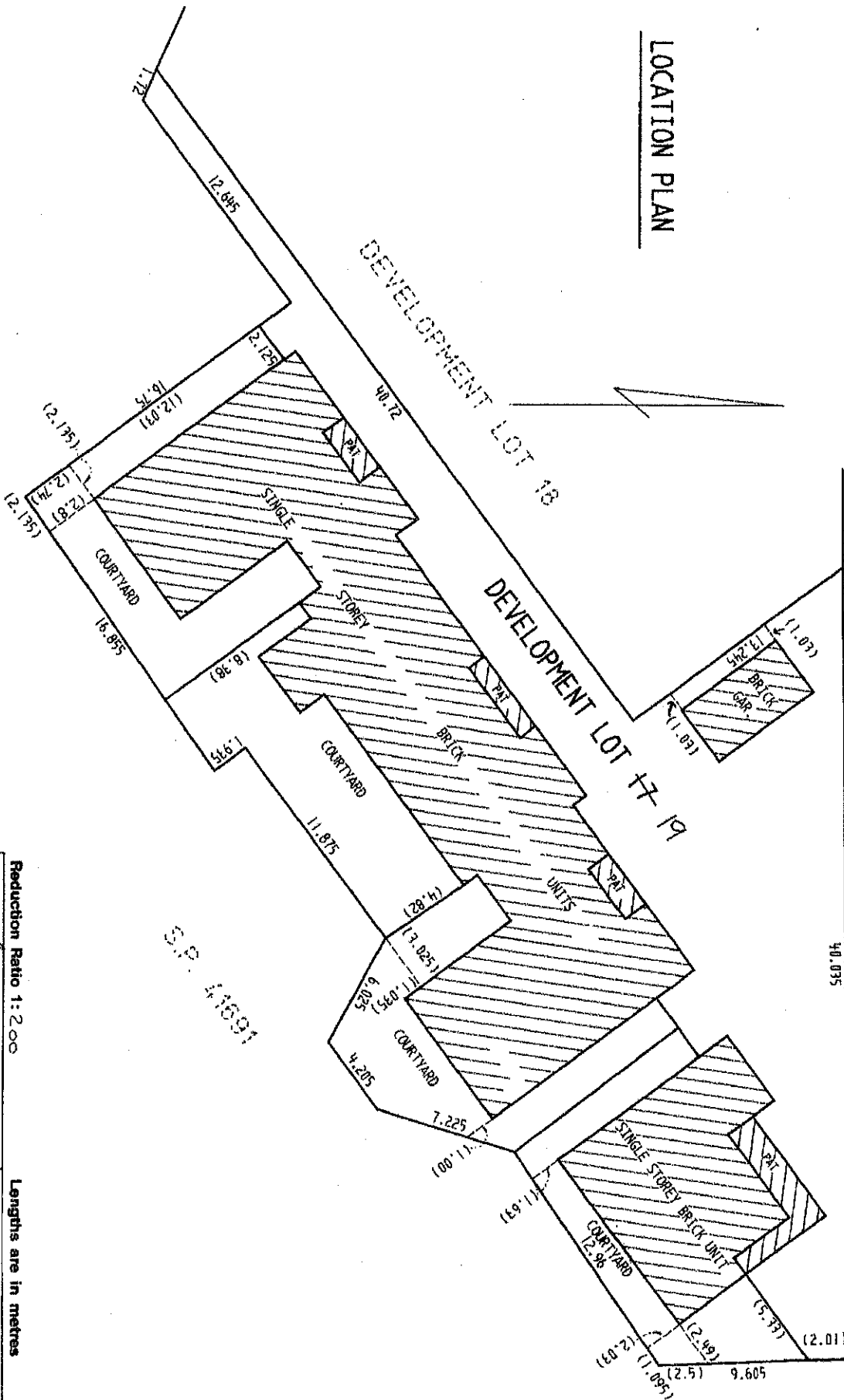
Lengths are in metres

[Signature]
 Surveyor Registered under Surveyors Act 1929

[Signature]
 General Manager/Authorised Person

SURVIVORS REFERENCE HEAVY TACE 13

LOCATION PLAN



Reduction Ratio 1:200

Lengths are in metres

Handwritten Signature
 Surveyor Registered under Surveyors Act 1929
 SURVEYORS REFERENCE: HERITAGE/3

Handwritten Signature
 General Manager/Authorised Person



FORM 1

WARNING: CRASING OR FOLDING WILL LEAD TO REJECTION

SP61216

COUNCIL'S CERTIFICATE

SURVEYORS CERTIFICATE

Maitland City Council

Name of Council
 Name of Applicant
 Name of Registrar-General
 Name of Registrar-General
 Name of Registrar-General

Address
 Street name
 Street name

Proposed subdivision
 Proposed subdivision
 Proposed subdivision

Proposed subdivision
 Proposed subdivision

Proposed subdivision
 Proposed subdivision

Proposed subdivision
 Proposed subdivision

NEITH BODDICK
 P.O. BOX 363 RAINBOW TERRACE, 2329

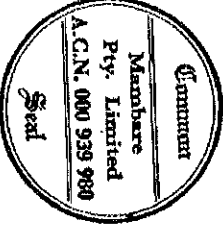
Name of Applicant
 Name of Registrar-General
 Name of Registrar-General

Address
 Street name
 Street name

Proposed subdivision
 Proposed subdivision

Proposed subdivision
 Proposed subdivision

This is sheet 1 of my Plan in 74 sheets



Anthony H. Kennedy
Joseph

STATE BANK OF NEW SOUTH WALES LIMITED (ACN 003 803 228)
 being a mortgagee of the land within defined hereby commences to
 the
 signed in the presence of me and
 on behalf of the
 South Wales to Special Manager
 who is personally/known to me
 Full Name of Applicant
 Address
 Signature of Attorney

STRATA PLAN

Registered: 1979 7-10-1999

CA: SEE CERTIFICATE

Purpose: STRATA PLAN OF SUBDIVISION

Ref. No: U4572-34

Total Plan: SP 53429

PLAN OF SUBDIVISION OF DEVELOPMENT LOT SP 53429
 LGA: MAITLAND
 Parish: MIDDLEHOPE
 County: DURHAM
 Reduction Rate: 1:400
 Lengths are in metres
 Name of and Address for service of notices on the owners
 THE OWNERS - Strata Plan No. 41691
 Address required on original strata plan only.

SEE SHEET 2 FOR LOCATION PLAN

- * Residential Model - by laws adopted for this scheme
- * Keeping of Accounts - Option A / B / C
- * Schedule of By-Laws in sheets filed with plan
- * No By-Laws apply
- * Date of withdrawal & registration

Successor reference: HERITAGE

Plan Drawing only to appear in this space

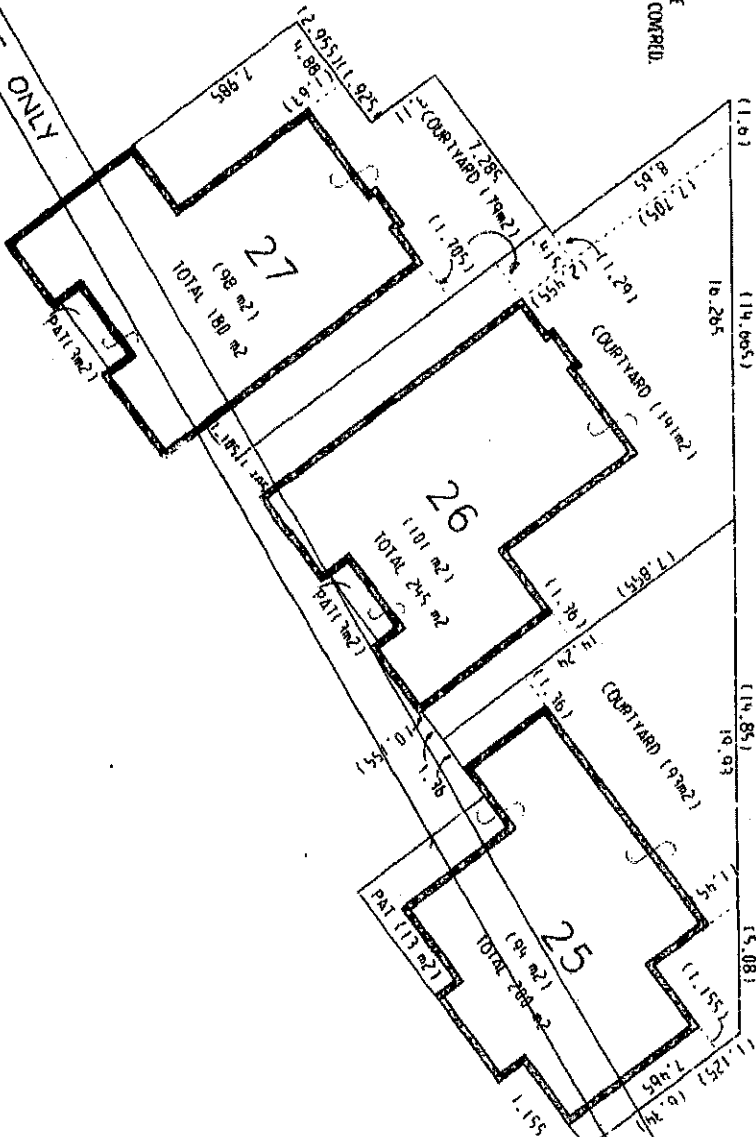
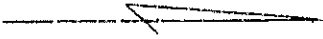
X

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 sheets

SP61216

CONTOURINGS ARE LIMITED IN HEIGHT TO THREE METRES ABOVE AND TO A DEPTH OF ONE METRE BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT TO WHICH THEY ARE APPURTENANT EXCEPT WHERE CONVEYED RIGHTS ARE LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTIONS OF THE HORIZONTAL FANS ABOVE.
 AREAS ARE APPROXIMATE



| UNIT | SCHEDULE OF UNIT ENTITLEMENT | ENTITLEMENT |
|------|------------------------------|-------------|
| 1 | 10 | 10 |
| 2 | 10 | 10 |
| 3 | 10 | 10 |

AGC

30

FOR SIGNATURES ONLY

Reduction Ratio 1:200

Lengths are in metres

Rudnick

Mark Sheward 25.8.99

Special Register Unit - Heritage

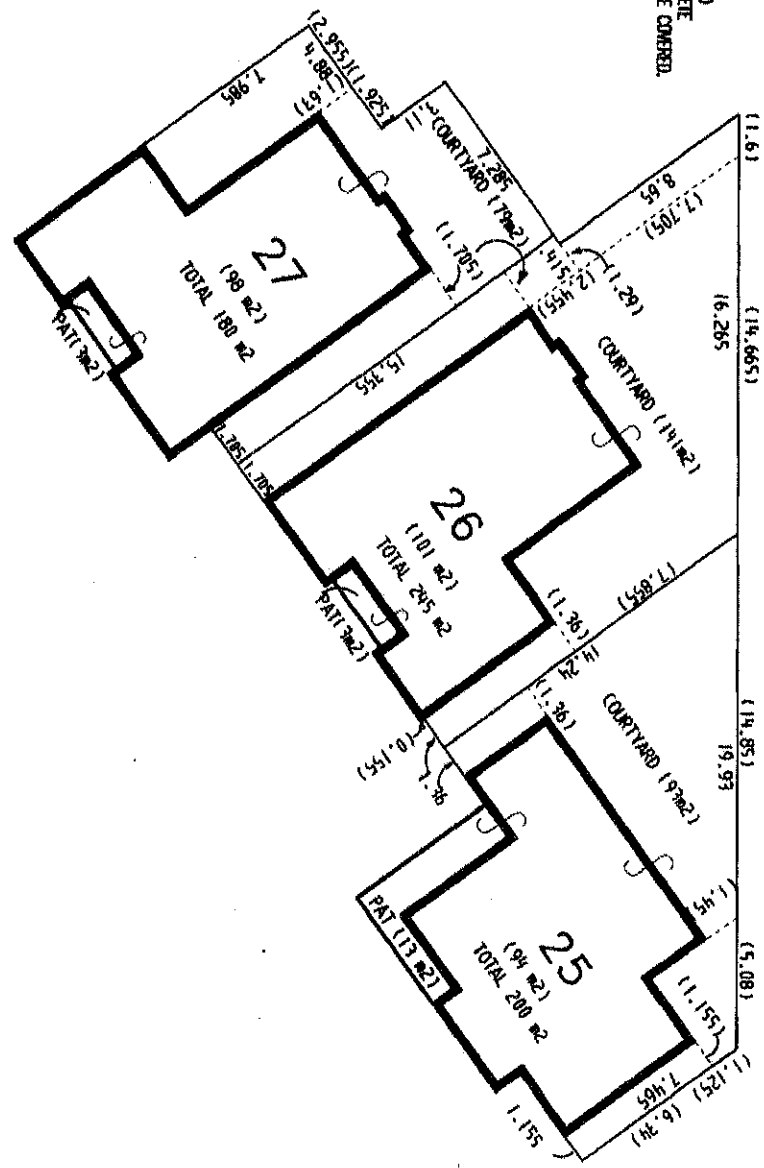
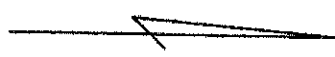
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

STRAITA PLAN 61216

COURTYARDS ARE LIMITED IN HEIGHT TO THREE METRES ABOVE AND TO A DEPTH OF ONE METRE BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT TO WHICH THEY ARE APPURTENANT EXCEPT WHERE CONCRETE PATIOS ARE LIMITED IN HEIGHT TO THE HORIZONTAL PROLONGATION OF THE HORIZONTAL EAVES ABOVE.

AREAS ARE APPROXIMATE



| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|-------------|
| LOT | ENTITLEMENT |
| 25 | 10 |
| 26 | 10 |
| 27 | 10 |
| AGG | 30 |

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Survey Act 1978
Badcock
 SHARPERS REFERENCE: HERITAGE4

SEE SHEET 3

Strata Schemes Management Regulation 1997

Repealed version for 1 July 2005 to 31 August 2005 (accessed 21 August 2017 at 15:13)

Schedule 1

Schedule 1 Model by-laws

(Clause 23)

Residential Schemes

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (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 of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve 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.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3)

If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- (a) notify the owners corporation that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Retirement Village Schemes

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any health or medical equipment that is necessary to preserve the health or well-being of the occupier of the lot, or
 - (c) any screen or other device to prevent entry of animals or insects on the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, equipment, screen or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

8 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

9 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

10 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (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 of the lot safely or at all.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve 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.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, then an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

13 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

14 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped, or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

15 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog, a small caged bird or except fish kept in a secure aquarium kept on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3)

If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- (a) notify the owners corporation that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

Subject to section 49 (4), the owner or occupier of a residential lot must not keep any animal on the lot or the common property.

16 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9.

17 Change in use of lot to be notified

An occupier of a lot 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

18 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) medical and nursing services,
 - (b) emergency response services,
 - (c) meals,
 - (d) domestic services,
 - (e) window cleaning,
 - (f) transportation,
 - (g) garbage disposal and recycling services,
 - (h) electricity, water or gas supply,
 - (i) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Industrial Schemes

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in subclause (3) that forms part of the common property and that services the lot.

4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

6 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the written approval of the owners corporation.

7 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (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 of the lot safely or at all.

8 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

9 Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

10 Change in use of lot to be notified

An occupier of a lot 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).

11 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

13 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) cleaning,
 - (d) garbage disposal and recycling services,
 - (e) electricity, water or gas supply,
 - (f) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Hotel/Resort Schemes

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

4 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

5 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

6 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

7 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether common property or part of a lot.

8 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9 Keeping of animals

Subject to section 49 (4), an owner or occupier of a lot must not keep any animal on the lot or the common property.

10 Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

11 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) electricity, water or gas supply,
 - (b) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Commercial/Retail Schemes

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis (for example a temporary display).

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in subclause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

5 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

6 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property.

7 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

- (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

8 Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

9 Change in use of lot to be notified

An occupier of a lot 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).

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

12 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

13 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

Mixed Use Schemes

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (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 of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture, large object or deliveries to or from the lot through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

(1)

Subject to section 49 (4), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

Option B

(1)

Subject to section 49 (4), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

(3)

If an owner or occupier of a residential lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- (a) notify the owners corporation that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot 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, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) commercial cleaning,
 - (e) domestic services,
 - (f) garbage disposal and recycling services,
 - (g) electricity, water or gas supply,
 - (h) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

Certificate No.: PC/2021/416
Certificate Date: 15/02/2021
Fee Paid: \$53.00
Receipt No.: 926120
Your Reference: 2021048

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

| | |
|------------------------------|---|
| APPLICANT: | Infotrack ecertificates@infotrack.com.au |
| PROPERTY DESCRIPTION: | 29/44-48 Melrose Street LORN NSW 2320 |
| PARCEL NUMBER: | 37844 |
| LEGAL DESCRIPTION: | Lot 29 SP 61215 |

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
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- 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
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

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:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

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.

R1 General Residential

a) Purpose/Objective

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

b) Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; 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 building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management 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 R1 General Residential 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:

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

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

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

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

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

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

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

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

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone and 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 not 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 NOT 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 NOT 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

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

Certificate No.: PC/2021/416

Certificate Date: 15/02/2021

Fee Paid: \$53.00

Receipt No.: 926120

Your Reference: 2021048

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

| | |
|------------------------------|---|
| APPLICANT: | Infotrack ecertificates@infotrack.com.au |
| PROPERTY DESCRIPTION: | 29/44-48 Melrose Street LORN NSW 2320 |
| PARCEL NUMBER: | 37844 |
| LEGAL DESCRIPTION: | Lot 29 SP 61215 |

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
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- 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
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

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:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

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.

R1 General Residential

a) Purpose/Objective

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

b) Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; 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 building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management 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 R1 General Residential 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:

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

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

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

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

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

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

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

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

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone and 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 not 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 NOT 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 NOT 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

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

Certificate No.: PC/2021/416

Certificate Date: 15/02/2021

Fee Paid: \$53.00

Receipt No.: 926120

Your Reference: 2021048

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

| | |
|------------------------------|---|
| APPLICANT: | Infotrack ecertificates@infotrack.com.au |
| PROPERTY DESCRIPTION: | 29/44-48 Melrose Street LORN NSW 2320 |
| PARCEL NUMBER: | 37844 |
| LEGAL DESCRIPTION: | Lot 29 SP 61215 |

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
- SEPP (State and Regional Development) 2011
- SEPP33 Hazardous and Offensive Development
- SEPP36 Manufactured Home Estates
- SEPP (Koala Habitat Protection) 2019
- 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
- SEPP64 Advertising and Signage
- SEPP Primary Production and Rural Development 2019
- SEPP65 Design Quality of Residential Apartment Development
- SEPP70 Affordable Housing (Revised Schemes)
- SEPP (Concurrences and Consents) 2018
- SEPP Vegetation in Non Rural Areas 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017

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:

Housekeeping Amendment to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The proposed amendments to this SEPP are housekeeping amendment to the Codes SEPP to simplify and improve the policy, clarify definitions and standards, and address other minor technical matters raised. The proposed housekeeping amendment to the Codes SEPP will simplify and improve the policy, clarify definitions and standards, and address other minor technical matters.

2. Zoning and land use under relevant LEPs

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

R1 General Residential

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.

R1 General Residential

a) Purpose/Objective

- To provide for the housing needs of the community
- To provide for a variety of housing types and densities
- To enable other land uses that provide facilities or services to meet the day to day needs of residents

b) Permitted with Consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; 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 building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks;

Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management 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 R1 General Residential 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:

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

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

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

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

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

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

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

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

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone and 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 not 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 NOT 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 NOT 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

285 - 287 High Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

44-48 MELROSE

LORN NSW

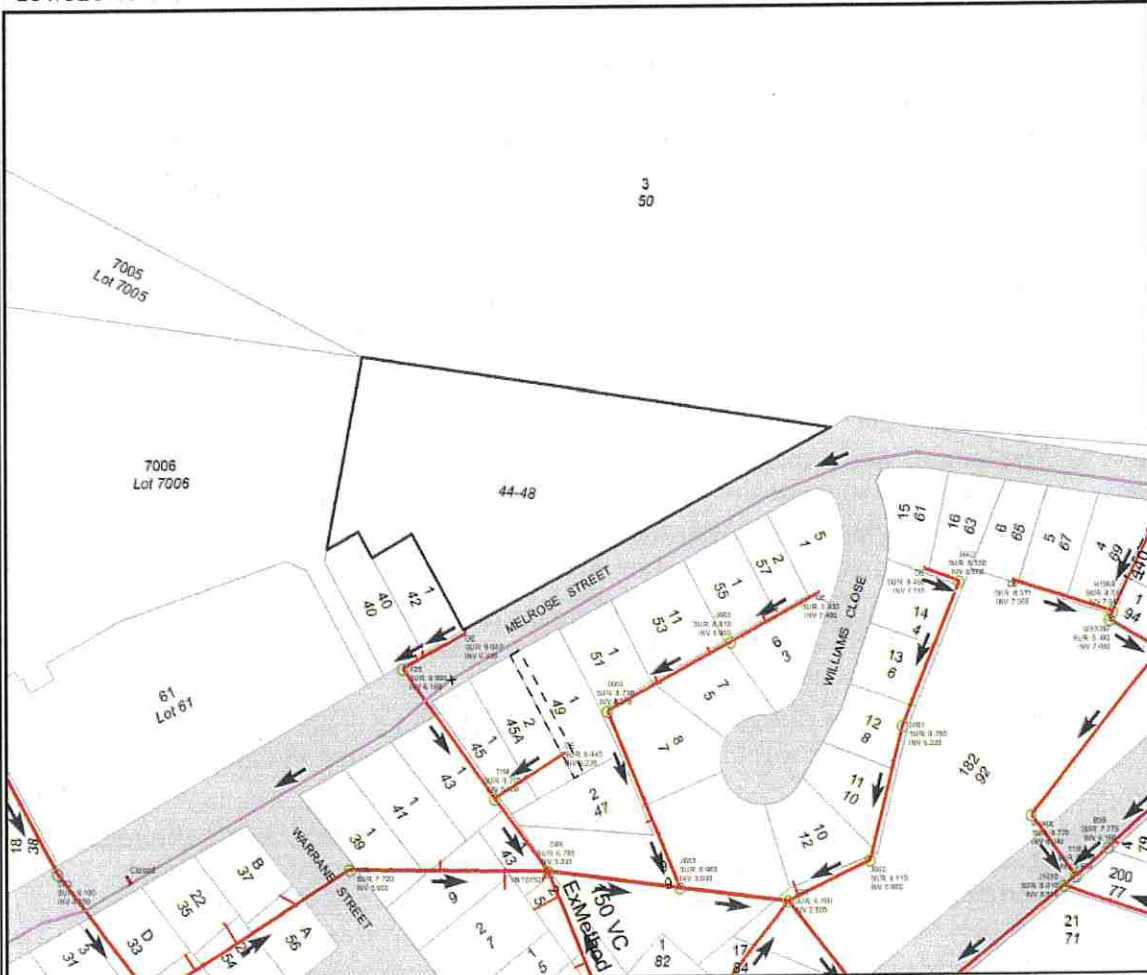
APPLICATION NO.: 1337449

APPLICANT REF: M 2021048

RATEABLE PREMISE NO.: 9882910890

PROPERTY ADDRESS: 44-48 MELROSE ST LORN 2320

LOT/SECTION/DP:SP: 29//SP 61215



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLD.
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: 11/02/2021

Scale at A4: 1:2,000

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CONTOUR DATA © AAMHatch
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UTILITY DATA
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