

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 119587825	NSW DAN:
vendor's agent	First National Real Estate Engage Eastlakes 3 603 Pacific Highway BELMONT NSW 2280		Phone: (02) 4947 7877 Fax: Ref:
co-agent			
vendor	<div style="background-color: black; width: 200px; height: 15px;"></div> <div style="background-color: black; width: 200px; height: 15px;"></div>		
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2 12 Elgin Street Maitland NSW 2320		Phone: 1300 224 828 Fax:
date for completion	28 days after the contract date	(clause 15)	Email: sophie@hunterlegal.com.au
land	707/316 CHARLESTOWN RD CHARLESTOWN 2290 (Address, plan details and title reference) Lot 71 in Strata Plan 74481 71/SP74481		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

<p><b>VENDOR</b></p> <hr/> <p>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p><b>PURCHASER</b></p> <hr/> <p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
<p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Office held             </td> <td style="width: 50%; border: none;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p><b>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Signature of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> <td style="width: 50%; border: none;">                 _____                  Name of authorised person             </td> </tr> <tr> <td style="width: 50%; border: none;">                 _____                  Office held             </td> <td style="width: 50%; border: none;">                 _____                  Office held             </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 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"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Strata Plus Newcastle  
a1/123 Scott St, Newcastle NSW 2300

(02) 4914 6800  
newcastle@strataplus.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</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).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

707/316 CHARLESTOWN RD CHARLESTOWN 2220

**1. Alterations to Printed Form**

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

- a) Clause 14.2.1 and 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following clause 18.8: "The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and serve it on the vendor via email.'
- e) Clause 23.14 shall be deleted.

**2. Claims by the Purchaser**

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

**3. Reasonable Notice**

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the purchaser shall pay to the vendor the sum of Four Hundred Dollars (\$400.00) exclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The purchaser's obligation to pay the sum referred to in clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

**4. Liquidated Damages**

- 4.1. In the event that the purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.
- 4.2. The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 4.3. The purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

## **5. Adjustment of Rates**

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

## **6. Incapacity of Party**

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

## **7. Condition of Property**

The purchaser acknowledges to the vendor that:

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

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

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

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

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

## **8. Deposit**

In the event:

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

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

## 9. Deposit Bond

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

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

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

## 10. Warranty as to Real Estate

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

## 11. Release of Deposit

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

## 12. Requisitions on Title

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

## 13. Limited Title

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



#### **14. Electronic Signatures**

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

#### **15. Error in Adjustment of Outgoings**

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

#### **16. Mine Subsidence**

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

#### **17. Deposit by Instalments under Cooling Off Period**

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

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

#### **18. Sewer Diagram**

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

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

## **19. Swimming Pool**

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

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

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

## **20. Tenancy**

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

## **21. Caveat or Mortgage**

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

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

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

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

### **23. Irrevocable Authority**

Should the deposit payable under this Contract be held in trust by our office on behalf of the purchaser then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the vendor on settlement.

No further authority is required from the purchaser for the abovementioned funds to be released on settlement.

### **24. Release of Deposit for Settlement**

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

### **25. GST**

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

### **26. Settlement Figures**

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

### **27. Christmas Closure Period**

27.1. Despite any other clause in this Contract, the vendor will not be required to complete the Contract during the period commencing 12pm on Wednesday, 18 December 2024 and ending 9am on Wednesday, 8 January 2025 ("the holiday period").

27.2. Neither party may issue a Notice to Complete which requires completion during the holiday period.

27.3. If completion is due to take place before the holiday period but completion does not take place prior to the holiday period, (other than due to the fault of the vendor), then interest payable by the purchaser under this contract will be calculated from the completion date to the actual date of completion which shall take place after the end of the holiday period and shall include the holiday period notwithstanding that the purchaser is ready, able and willing to settle within the holiday period.

27.4. The purchaser is not entitled to rescind, terminate or delay completion of this contract, nor to object, raise requisitions or make any claim in respect of any matters arising from this clause.

**28. Company Guarantee & Indemnity**

- 28.1. The provisions of this special condition 28 apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 28 is an essential term of this Contract.
- 28.2. The word guarantor means each director of the Purchaser as at the date of this Contract.
- 28.3. If the guarantor has not signed where provided under this special condition 28, the Vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.
- 28.4. Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;
  - a) Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and
  - b) Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.
- 28.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Agreement between the vendor and the purchaser.
- 28.6. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition 28.

SIGNED IN MY PRESENCE BY  
THE  
GUARANTOR

.....  
**Signature of Guarantor**

who is known to me:

.....  
**Signature of Witness**

.....  
**Print Name of Witness**

.....  
**Address of Witness**

SIGNED IN MY PRESENCE BY  
THE  
GUARANTOR

.....  
**Signature of Guarantor**

who is known to me:

.....  
**Signature of Witness**

.....  
**Print Name of Witness**

.....  
**Address of Witness**

## STRATA PROPERTY REQUISITIONS ON TITLE

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
16. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
17. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (a) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (b) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

18. In respect to the property and the common property:
  - (a) is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
19. Is the Vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?

#### **Owners Corporation Management**

21. Has the initial period expired?
22. If the property includes a utility lot, please specify the restrictions.
23. If there are any applications or orders under Chapter 5 of the Act, please provide details.
24. Do any special expenses (as defined in clause 23.2 of the contract) exceed 1% of the price?

#### **Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

#### **Requisitions and transfer**

26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 71/SP74481

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SEARCH DATE	TIME	EDITION NO	DATE
12/7/2023	3:51 PM	3	9/9/2018

LAND

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LOT 71 IN STRATA PLAN 74481  
AT CHARLESTOWN  
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

-----

[REDACTED]

AS JOINT TENANTS

(CN AB596354)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74481
- 2 AB596356 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP74481

SEARCH DATE	TIME	EDITION NO	DATE
12/7/2023	3:51 PM	6	1/9/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74481  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHARLESTOWN  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP74481

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74481  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- STRATA PLUS (NEWCASTLE)  
PO BOX 1160  
NEWCASTLE NSW 2300

SECOND SCHEDULE (32 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1075387
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP74481
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP74481
- 5 DP1075387 EASEMENT FOR ELECTRICITY SUBSTATION 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1075387 RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 115.35 & RL 119.31 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1075387 RIGHT OF CARRIAGEWAY 5, 5.5, 6.2, 7 & 7.415 METRE(S) WIDE AND VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1075387 EASEMENT FOR SERVICES 5.42 METRE(S) WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1075387 EASEMENT FOR SERVICES 4.59 METRE(S) WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD APPURTENANT TO

END OF PAGE 1 - CONTINUED OVER



## SECOND SCHEDULE (32 NOTIFICATIONS) (CONTINUED)

- 
- THE LAND ABOVE DESCRIBED
- 10 DP1075387 EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1075387 RIGHT OF CARRIAGEWAY 6.8 METRE(S) WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & 118.4 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1075387 RIGHT OF PEDESTRIAN WAY 1.4, 2.11, 2.75, 2.88, 3.41, 3.59 & 3.78 WIDE LIMITED IN HEIGHT BETWEEN RL 116.39 & RL 119.05 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1075387 RIGHT OF PEDESTRIAN WAY 1, 1.25 AND VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 115.66 & RL 119.05 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1075387 RIGHT OF PEDESTRIAN WAY 1.25 WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 & RL 119.05 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1075387 RIGHT OF PEDESTRIAN WAY 1.25 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1075387 EASEMENT FOR STORAGE OF GARBAGE AND ACCESS THERETO 2.75, 3.59 & 3.78 WIDE LIMITED IN HEIGHT BETWEEN RL 116.39 & RL 119.05 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1075387 RIGHT OF PEDESTRIAN WAY 1.1 & 2.3 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 AND RL 116.39 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1075387 RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 113.1 AND RL 115.5 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1075387 EASEMENT FOR SERVICES 1.65 METRE(S) WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1075387 RIGHT OF PEDESTRIAN WAY 1 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1075387 RIGHT OF CARRIAGEWAY 3.5 METRE(S) WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 AND RL 122.66 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1075387 RIGHT OF PEDESTRIAN WAY 1.2 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 SP74481 RIGHT OF PEDESTRIAN WAY 2.8 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 SP74481 RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 SP74481 RIGHT OF PEDESTRIAN WAY 1 & 1.15 WIDE AFFECTING THE

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (32 NOTIFICATIONS) (CONTINUED)

- 26 SP74481 PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
RIGHT OF PEDESTRIAN WAY 1 WIDE & VARIABLE WIDTH  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 27 SP74481 RIGHT OF PEDESTRIAN WAY 1.1 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 SP74481 RIGHT OF PEDESTRIAN WAY 2.8 WIDE & VARIABLE WIDTH  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 29 SP74481 RIGHT OF PEDESTRIAN WAY 1 WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 SP74481 RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 31 AR382797 CONSOLIDATION OF REGISTERED BY-LAWS
- 32 AR382797 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1001)

STRATA PLAN 74481

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 6	2	- 4	3	- 6	4	- 9
5	- 5	6	- 5	7	- 5	8	- 9
9	- 10	10	- 6	11	- 4	12	- 5
13	- 4	14	- 7	15	- 9	16	- 8
17	- 5	18	- 5	19	- 5	20	- 8
21	- 7	22	- 4	23	- 5	24	- 7
25	- 7	26	- 10	27	- 9	28	- 5
29	- 5	30	- 9	31	- 10	32	- 7
33	- 5	34	- 8	35	- 4	36	- 9
37	- 11	38	- 8	39	- 8	40	- 8
41	- 8	42	- 13	43	- 8	44	- 4
45	- 6	46	- 5	47	- 7	48	- 13
49	- 9	50	- 8	51	- 9	52	- 9
53	- 13	54	- 10	55	- 5	56	- 6
57	- 6	58	- 5	59	- 12	60	- 9
61	- 7	62	- 6	63	- 11	64	- 9
65	- 6	66	- 7	67	- 10	68	- 11
69	- 12	70	- 9	71	- 15	72	- 13
73	- 14	74	- 14	75	- 7	76	- 15
77	- 22	78	- 16	79	- 14	80	- 11
81	- 11	82	- 19	83	- 17	84	- 15
85	- 33	86	- 30	87	- 15	88	- 15
89	- 15	90	- 4	91	- 3	92	- 5
93	- 5	94	- 3	95	- 5	96	- 4
97	- 4	98	- 5	99	- 6	100	- 7
101	- 9	102	- 12	103	- 6	104	- 7

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FOLIO: CP/SP74481

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1001) (CONTINUED)

STRATA PLAN 74481

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
105	- 6	106	- 8	107	- 27	108	- 35
109	- 1	110	- 1	111	- 1	112	- 1
113	- 1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

231157

PRINTED ON 12/7/2023

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

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

In these By-Laws, unless the contrary intention appears:

**“The Alto Apartments”** comprises the lots within the Residential Stratum and the Commercial Stratum and the Shared Facilities for The Alto Apartments.

**“Another Lot”** means any lot in the Residential Stratum or the Commercial Stratum.

**“Authority”** means any government or any governmental, semi-governmental department, authority, or agency with jurisdiction over The Alto Apartments.

**“Building”** means the structure and improvements located at The Alto Apartments which comprise the Residential Stratum and the Commercial Stratum.

**“Business Day(s)”** means a day which is not Saturday, Sunday or a Public Holiday.

**“By-Laws”** means the By-Laws for the Residential Stratum.

**“Car Park”** means the car park areas for the Residential Stratum and the Commercial Stratum.

**“Car Space”** means the car space allocated the Owners or Occupier of a Lot in the Residential Stratum.

**“Commercial Stratum”** means Strata Scheme.

**“Common Facilities”** means common facilities such as control rooms, garbage rooms, store rooms, switch rooms and the lobby entrance areas.

**“Common Property”** means the property designated by the Residential Owners Corporation as common property for the Residential Stratum including the passive recreation area.

**“Council”** means the council or authority having jurisdiction or authority to approve the development or redevelopment of the land on which the Building is erected.

**“Developer”** means Moweno Pty Limited ACN 002 099 694.

**“Executive Committee”** is the executive for the Residential Owners Corporation.

**“Garbage Room”** means the garbage room located in the Commercial Stratum for use by the Owners and Occupiers of the Residential Stratum in accordance with the By-Laws.

**“Lift or Lifts”** includes the lifts located in the Residential Stratum.

**“Location Plan”** means the plan annexed to these By-Laws as Schedule One.

**“Lot”** means a Lot in the Residential Stratum.

**“Management Act”** means the *Strata Schemes Management Act, 1996*.

**“Management Committee”** means the management committee appointed in accordance with the Management Statement.

**“Management Statement”** means the management statement for The Alto Apartments, with the registration number.

**“Occupier”** means an occupier of a Lot including but not limited to a lessee or licensee.

**“Owner”** means the owner of a Lot.

**“Residential Car Park”** means that part of the Car Park which forms part of the Residential Stratum.

**“Residential Owners Corporation”** means the owner’s corporation for the Residential Stratum.

**“Residential Stratum”** means strata scheme.

**“Resolution”** means a motion of the Residential Owners Corporation in favour of which more than 50% vote of the votes of the members of the Residential Owners Corporation present and entitles to vote are cast.

**“Security Key(s)”** means a key, magnetic card or other device or security measure used in the Residential Stratum to open and close Common Property doors, locks or gates.

**“Shared Facilities”** are facilities used by the Residential Stratum and the Commercial Stratum. The Management Statement regulates the use, maintenance and shared costs for the Shared Facilities.

**“Strata Manager”** is the person or entity appointed by the Residential Owners Corporation as the Residential Stratum’s managing agent under the Management Act. The Strata Manager must be appointed in accordance with By-Law 30.

**“Strata Schemes Act”** means the *Strata Schemes (Freehold Development) Act, 1973*.

**“Strata Plan”** means the Strata plans of subdivision of Residential Stratum and the Commercial Stratum on the Plan.

## 1.2 Interpretation

In the By-Laws unless context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing gender include any gender;
- (d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;
- (e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;

- (f) a reference applying to or binding more than one person will refer to or bind them jointly and each of the severally;
- (g) references to months and years means calendar months and years;
- (h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to the By-Laws is not a Business Day, that act, matter or thing may be done on the next Business day; and
- (j) references to sections means sections of the Management Act or the Strata Schemes Act as the case may be.

**2. RESIDENTIAL STRATUM**

- 2.1 The Residential Stratum is part of The Alto Apartments. The Alto Apartments has two components, being the Residential Stratum and the Commercial Stratum.
- 2.2 The regulation of the use, maintenance and operation of the Residential Stratum and The Alto Apartments is achieved through these By-Laws, the Management Statement, the Management Act and the Strata Schemes Act.

**3. MANAGEMENT STATEMENT**

- 3.1 The Management Statement governs the management and operational issues for The Alto Apartments.
- 3.2 A consent under these By-Laws does not provide the Owner or Occupier of a Lot with relief from its obligations under the management Statement.
- 3.3 If there is an inconsistency between these By-Laws and the management Statement, the Residential Owners Corporation must amend the inconsistent By-Law to make it consistent with the Management Statement.

**4. APPOINTING REPRESENTATIVES TO THE MANAGEMENT COMMITTEE**

The Residential Owners Corporation must, by special resolution, appoint two (2) representatives to represent and vote for the Residential Owners Corporation at meetings of the Management Committee.

**5. COMPLIANCE**

Persons who must comply with the By-Laws are:

- (a) the Owner of a Lot in the Residential Stratum;
- (b) the Occupier of a Lot in the Residential Stratum;
- (c) the Residential Owners Corporation; and
- (d) the proprietor, mortgagee in possession or lessee or licensee for the time being of any Lot in the Residential Stratum.

**6. NOISE**

An Owner or Occupier of a Lot must not create any nuisance or excessive 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 the Common Property.

**7. VEHICLES, CAR PARKS AND CAR SPACES**

7.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle:

(a) on property of The Alto Apartments which is not part of the Residential Stratum; or

(b) 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 Residential Owners Corporation, which must consider the conditions of the Management Statement when considering such consents in relation to vehicles.

7.2 The rights of the Owner or Occupier of a Lot are governed by the Management Statement, which has important provisions about using the Car Park and the Car Space. The Owner or Occupier of a Lot which has a Car Space must comply with the Car Park and Car Space provisions of the Management Statement.

7.3 The Owner or Occupier of a Lot must not enclose any Car Space without the approval of the Residential Owners Corporation which approval shall not be unreasonably withheld.

7.4 The Owner or Occupier of a Lot must not use or store any inflammable chemical, liquid or gas or other inflammable material in any Car Space other than any fuel or gas in a fuel tank of a motor vehicle.

**8. OBSTRUCTION OF COMMON PROPERTY**

An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.

**9. DAMAGE TO COMMON PROPERTY**

9.1 An Owner or Occupier of a Lot must not carry on any activity likely to damage or alter or deface any structure that forms part of the Common Property, except with the written approval of the Residential Owners.

9.2 An approval given by the Residential Owners Corporation under By-Law 9.1 cannot authorise any addition to the Common Property.

9.3 The Owner or Occupier of a Lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 9.1 that is located on 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 By-Law 9.1 that is located on the Common Property and that services the Lot.

**10. BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES**

10.1 An Owner or Occupier of a Lot 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 the Common Property.

10.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees do not behave in a manner which does not comply with the By-Laws or the Management Statement, or is likely to interfere with the peaceful enjoyment of the Owner or Occupier of Another Lot or any person lawfully using the Common Property.

**11. PLAYING ON COMMON PROPERTY**

11.1 Skateboards, roller blades and push bikes (other than push bikes using the Car Park for access to or egress from that part of any Lot located within the car Park) are prohibited from the Lift or any part of the Common Property and The Alto Apartments.

11.2 The Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play within the Common Property of the Residential Stratum or The Alto Apartments or, unless accompanied by an adult exercising effective control, to be or to remain on the Common Property or The Alto Apartments.

**12. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

An Owner or Occupier of a Lot must not deposit or throw on the Common Property of The Alto Apartments any rubbish, dirt, dust or other material or discarded item except in accordance with By-Law 18 or with the prior written approval of the Residential Owners Corporation.

**13. DRYING OF LAUNDRY ITEMS**

An Owner or Occupier of a Lot must not hang any washing, laundry, towels, bedding, clothing or other article on any part of the Lot in such a way as to be visible from outside the Lot.

**14. 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 Residential Owners Corporation resolves that it will keep the glass or specified parts 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.

**15. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

15.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Residential Owners Corporation, use or store on the Lot or on the Common Property, any inflammable chemical, liquid, gas or other inflammable material.



15.2 This By-Law does not apply to chemicals, liquids, gases or other material used for domestic purposes, or any fuel or gas in a fuel tank of a motor vehicle.

**16. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY OR THE COMMERCIAL STRATUM**

16.1 An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from a Lot through or on the Common Property or The Alto Apartments unless sufficient notice has first been given to the Executive Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16.2 The Residential Owners Corporation may resolve that furniture, large objects or deliveries to and from a Lot are to be transported through or on the Common Property or The Alto Apartments in a specified manner.

16.3 If the Residential Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from a Lot are to be transported, then the 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 or The Alto Apartments except in accordance with that resolution.

**17. FLOOR COVERINGS**

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.

**18. DISPOSING OF RUBBISH**

18.1 Garbage Bins are located within the garbage Room located on the Commercial Stratum for the disposal of garbage and recyclable materials by the Owners and Occupiers of a Lot.

18.2 The Owners or Occupiers of a Lot:

- (a) must drain and securely wrap all garbage for the Lot and dispose of the garbage in the garbage bin within the Garbage Room;
- (b) dispose of recyclable material in the recyclable bins designated for the Residential Owners Corporation for that purpose in the garbage Room;
- (c) drain and clean bottles before placing them in the recyclable bins designated for the Residential Owners Corporation for that purpose in the Garbage Room;
- (d) contact the Residential Owners corporation (or its nominee) to remove large articles or garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority;
- (e) must remove any garbage referred to in By-Law 18.2(d) at their own cost in accordance with the reasonable directions of the Residential Owners Corporation; and
- (f) deposit garbage, recyclable materials and other waste from the Lot in accordance with the reasonable requirements of the Residential Owners Corporation.

- 18.3 The Owner or Occupier of a Lot must ensure when in the process of disposing of garbage and recyclable material from the Lot to the Garbage Room that:
- (a) the garbage and recyclable material being transferred from the Lot is securely wrapped and drained and does not leak or spill over the Common Property and the Garbage Room; and
  - (b) at its cost clean up or remove anything which the Owner or the Occupier may have spilled or leaked on the Common Property or Garbage Room as a consequence of transferring garbage, recyclable materials or waste from the Lot to the Garbage Room or otherwise.
- 18.4 This By-Law 18 does not allow 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 Law applying to the disposal of such waste.
- 18.5 An Owner or Occupier of a Lot must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by Council or by private services engaged by the residential Owners Corporation.

**19. KEEPING OF ANIMALS**

- 19.1 An Owner or Occupier of a Lot may make an application, on the Owners Corporation standard application form to keep an animal on the Lot or the Common Property, seeking the written approval of the Owners Corporation.
- 19.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot or the Common Property and must give an Owner or Occupier written reasons for any refusal to grant approval.
- 19.3 If an Owner or Occupier of a Lot keeps an animal on the Lot, the Owner or Occupier must –
- a) keep the animal within the Lot, and
  - b) supervise the animal when it is on the Common Property, and
  - c) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
- 19.4 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

**20. CHANGE IN USE OF LOT TO BE NOTIFIED**

- 20.1 The Owner or Occupier of a Lot must not use Common Property for any purpose other than that for which it was intended.
- 20.2 The Owner or Occupier of a Lot must not, without the prior written consent of the Residential Owners Corporation and the relevant Authorities, use a Lot for any purpose other than a residential property.

20.3 The Owner or Occupier of a Lot must notify the Residential Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Residential Stratum or The Alto Apartments.

**21. PROVISION OF AMENITIES OR SERVICES**

21.1 The Residential owners Corporation may, by special resolution, determine to enter into arrangements for the provisions 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) commercial and window cleaning;
- (c) garbage disposal and recycling services;
- (d) domestic services;
- (e) electricity, water or gas supply;
- (f) telecommunications services (for example, cable/satellite television, satellite receiving discs and antennas, Internet, etc);
- (g) management and maintenance of the Residential Stratum; and
- (h) fire safety service.

21.2 If the Residential Owners Corporation makes a resolution referred to in By-Law 21.1 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.

**22. LEASED OR LICENSED RESIDENTIAL LOTS**

If a Lot is leased or licensed by an Owner then the Owner must ensure that the Occupier:

- (a) comply with the By-Laws and the Management Statement;
- (b) enforce any action available to the owner under the lease or the licence to ensure that the Occupier complies with the By-Laws and the Management Statement; and
- (c) is provided with a copy of the By-Laws and the Management Statement.

**23. COMPLIANCE, OWNERS CORPORATION'S CONSENT AND BUILDING WORKS**

23.1 Subject to compliance with the Management Statement, the Owner or Occupier must obtain the Residential Owners Corporation's written consent to:

- (a) keep anything visible from outside the Lot which is not in accordance with the By-Laws or Management Statement and provided that all window furnishings installed within a Lot must be of a light colour; or
- (b) install bars, screens, safety devices, grilles or locks on the exterior of the windows and doors of the Lot, if they are visible from outside the Lot; or
- (c) attach, install, hang an aerial, security device or wires outside the Lot; or
- (d) undertake alterations to the Lot which require Council or Authority development approval; or

- (e) store items in the Car Space of the Lot (other than a motor vehicle).

23.2 An Owner or Occupier of a Lot must not:

- (a) install or operate an alarm or security system with an audible signal within the Lot; or
- (b) install any awning, blind or security screen to the balcony or any window of the Lot; or
- (c) install an television, radio or any other antenna or satellite dish visible from Another Lot or from outside the Lot; or
- (d) modify the exterior lights to any deck or balcony. Sodium vapour or coloured bulbs are not to be used; or
- (e) use or operate or install electronic devices or equipment within the Lot which interfere with the peaceful enjoyment of domestic appliances in Another Lot; or
- (f) install an air conditioning unit or compressor on a balcony other than permitted in accordance with By-Law 29.4.

23.3 All building work on the load bearing, fire rated or sound insulated walls, electrical and maintenance work to the inside of a Lot, to be carried out by an Owner or Occupier of a Lot (or its contractor), must only be carried out:

- (a) with the consent of the residential Owners Corporation;
- (b) in accordance with the Management Statement;
- (c) in accordance with all Laws and any requirement of any Authority; and
- (d) within the hours of 8.00am to 6.00pm on Business Days, except in the event of an emergency.

23.4 Subject to By-Law 23.3, the Owner or Occupier of a Lot must:

- (a) find out where service lines and pipes are located; and
- (b) obtain consent from the Residential Owners Corporation,

if the Owner or Occupier of a Lot proposes to interfere with or interrupt services to the Common Property or The Alto Apartments.

23.5 When an Owner or Occupier of a Lot carries out building works, they must:

- (a) use a qualified, reputable and (where appropriate) licensed contractors
- (b) carry out the building works in a proper manner and to the reasonable satisfaction of the Residential Owners Corporation; and
- (c) repair any damage caused to the Common Property, The Alto Apartments or Another Lot or the property of Another Lot Owner or Occupier.

## 24. **USE OF LOT BALCONY**

24.1 If and Owner's or Occupier's Lot includes a Balcony the Owner or Occupier of that Lot may keep planter boxes and outdoor furniture on the Balcony of the Lot if they are:

- (a) approved by the Residential Owners Corporation;
- (b) are not dangerous;
- (c) are maintained in good condition and kept clean and tidy;
- (d) comply with the Management Statement; and
- (e) comply with all Laws and orders of any Authority.

24.2 If there are planter boxes on the Balcony of a Lot, the Owner or Occupier of a Lot must maintain the plantings within the planter box to the standard required by the Residential Owners Corporation and when watering the plants in the planter boxes located on the Balcony of the Lot ensure that no water goes onto or damages Another Lot or the Common Property.

**25. PRESERVATION OF FIRE SAFETY**

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier of a Lot to do anything on the Lot or in the Common Property that is likely to affect the operation of fire safety devices in the Residential Stratum or to reduce the level of fire safety in the Common Property or The Alto Apartments or Another Lot.

**26. SIGNAGE**

26.1 An Owner or Occupier of a Lot must not erect any signage within or on the Lot without the prior consent of the Residential Owners Corporation, which may be withheld in its absolute discretion.

26.2 The right granted under By-Law 26.1 are granted on the condition that the signage:

- (a) is approved by the Management Committee; and
- (b) complies with the Management Statement.

26.3 The Developer may place “For Sale” and “For Lease” signs on the interior of any window on the boundary of any Lot owned by the Developer without the consent of the Residential Owners Corporation.

**27. RULES AND REGULATIONS REGARDING COMMON FACILITIES OR COMMON PROPERTY**

The Residential Owners Corporation is empowered to make rules and regulations relating to the management and operation of the Common Facilities and the Common Property.

**28. SECURITY KEYS**

28.1 The Residential Owners Corporation:

- (a) must give the owner or Occupier of a Lot a Security Key(s) for the Residential Stratum and the Common Property; and
- (b) may give the Owner or Occupier of a Lot a Security Key(s) if the Residential Owners Corporation restricts access to parts of the Common Property under By-Law 28.5.

- 28.2 The Residential Owners Corporation may charge the Owner or Occupier of a Lot a fee or bond for any Security Key(s) issues for any extra or replacement Security Key(s).
- 28.3 A person to whom a Security Key(s) is made available must:
- (a) not duplicate or copy the Security Key(s);
  - (b) immediately notify the Residential Owners Corporation if the Security Key(s) is lost or misplaced;
  - (c) when requested by the Residential Owners Corporation, immediately return the Security Key(s) to the Residential Owners Corporation; and
  - (d) take all reasonable steps to safeguard the Security Key(s) against loss, damage or theft.
- 28.4 Owners and Occupiers of a Lot and/or residential property managers will be responsible for arranging replacement of lost Security Key(s) after authorisation has been given by the Residential Owners Corporation. Identification and/or proof of tenancy will be required prior to authorisation for replacement keys and the reasonable cost and expense of replacement keys will be charged for Owners, Occupiers, and/or property managers who may require replacement Security Key(s).
- 28.5 The Residential Owners Corporation may:
- (a) close off or restrict by Security Key(s) access to parts of Common Property that do not give access to a Lot; and
  - (b) restrict by Security Key(s) access to levels within the Residential Stratum where the Owner or Occupier of a Lot does not own or occupy a Lot.

**29. AIR CONDITIONING**

- 29.1 Any owner or occupier of a Lot who wishes to install air-conditioning into their Lot must make written application to the Executive Committee of the Residential Owners Corporation.
- 29.2 The Residential Owners Corporation must not unreasonably withhold its consent to an application made in writing pursuant to By-Law 29.1 subject to the owner or occupier of the Lot making application (the "Applicant") and complying with the following:
- (a) All requirements of the Residential Owners Corporation and, in particular, air conditioning installation requirements and By-laws of the Residential Owners Corporation;
  - (b) The air conditioning outlet, the coolant pipes, plant and equipment and electrical wiring connection the air conditioning outlet in the Lot to the condenser on the plant location (hereinafter call the "air conditioning equipment") must be installed by a qualified contractor approved by the Residential Owners Corporation and located as directed by the Residential Owners Corporation;
  - (c) The type of unit to be installed on the air conditioning plant location on the roof of the building must be approved by the Residential Owners Corporation;
  - (d) All installation and maintenance costs of the air conditioning equipment are at the sole cost of the Applicant;
  - (e) All approvals for installation of air conditioning equipment will be conditional upon the Applicant agreeing to maintain the equipment to the satisfaction of the

Management Committee which can require the Residential Owners Corporation to remove any air conditioning equipment in a state of disrepair;

- (f) The Applicant must procure its contractor to install the air conditioning equipment at such times as the Residential Owners Corporation may stipulate in their sole discretion;
- (g) The Application will be responsible (at its cost) to make good all damage to the Building, Residential Stratum, Common Property, The Alto Apartments and Another Lot;
- (h) If the Applicant fails to make good in accordance sub-paragraph (g) within a reasonable time of written notices to do so by the Residential Owners Corporation, then the Residential Owners Corporation may repair and make good any such damage at the cost of the Applicant which cost will become a debt due and owing by the said Owner or Occupier to the Residential Owners Corporation;
- (i) All works carried out in connection with installation of air conditioning equipment and its removal must be carried out in a good and tradesman like manner at the expense of the Applicant; and
- (j) No air conditioning equipment shall be permitted to be installed in the windows or on the balcony of any Lot other than in accordance with By-law 29.4.

29.3 The following By-laws regulate the installation of air-conditioning into the Lots:

- (a) Other than an installation of an air conditioning unit in accordance with By-Law 29.4 any installation of air conditioning equipment must be connected to the air conditioning plant locations on the roof of the building which is part of the Residential Stratum as indicated on the Location Plan;
- (b) All air conditioning units to be installed must be air conditioning systems, approved by the Residential Owners corporation, and must comply with all consent Authority requirements and be installed within the ceiling or on the internal (not boundary) wall within the Lot;
- (c) Owners or occupiers of a Lot requesting installation of air conditioning to the Lot must ensure when connecting the air conditioning equipment that the roof membrane of the building is adequately protected;
- (d) Any damage caused to the common area including the roof or the roof membrane must be made good in a good and tradesman like manner by the relevant owner or occupier of the Lot at the cost of the relevant owner or occupier of a Lot; and
- (e) The installation of air conditioning equipment, referred to in this By-law 29, on the roof or within the Lot, must be in accordance with all approvals as may be required by any Authority or Council, all relevant Standards, manufacturers' specifications and in a manner to prevent vibration both on the roof and within the Alto Apartments.

29.4 An owner or occupier of a Lot may install an air-conditioning unit on the balcony of a Lot provided:

- (a) Approval is obtained from the Residential Owners Corporation which shall not unreasonably withhold its approval provided the conditions of this By-law are complied with;
- (b) The air conditioning unit is located behind a suitable designed ventilated screen which restricts the visibility of the air conditioning unit from the street, with all exhaust air to be directed away from neighbouring Lots;

- (c) The screen and pipework is painted to match adjoining walls; and
- (d) The air conditioning unit is mounted on the floor of the balcony upon resilient mountings to minimise noise transfer to the Building and in accordance with all relevant regulation of any Authority and Council.

**30. SMOKING**

30.1 An Owner or Occupier is not to smoke on common property.

30.2 An Owner or Occupier is to ensure that any smoking within their lot does not interfere with the peaceful enjoyment of another Lot nor a person lawfully using the common property.

**31. AMENDING BY-LAWS**

The Residential Owners Corporation may add, change or cancel By-Laws only if:

- (a) the addition, change or cancellation complies with the provisions of the Management Statement about adding, changing or cancelling By-Laws;
- (b) it consults with the Management Committee before adding, changing or cancelling a By-Law; and
- (c) adding, changing or cancelling the By-Law does not conflict with the Management Statement.

**32. SHOPPING TROLLEYS**

An owner or occupier of a Lot must not bring shopping trolleys onto The Alto Apartments for any purpose. Shopping Trolleys are prohibited from the lift or any part of the common property of The Alto Apartments.

**33. NOTICES**

33.1 Notices must not be placed within the lifts or any other locations within the Alto Apartments except with the prior written consent of the Executive Committee and/or Strata Manager.

33.2 Approved notices for sale may only be placed on B2 and B3 car parking levels on the wall between the lifts and in the Garbage Room.

33.3 All such notices must be removed within seven (7) days.

**34. SERVING OF DOCUMENTS**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

**35. CHANGING OF FLOOR COVERINGS**

35.1 An owner or occupier of a lot must notify the Owners Corporation at least twenty-one (21) days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.



35.2 This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

**36. FIRE SAFETY, ACCESS, DAMAGE TO COMMON PROPERTY AND RECOVERY OF COSTS**

36.1 The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke detector or smoke alarm installed in the lot or the building or use of or interference with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency.

36.2 If an Authorised Fire Safety Inspector gives a notice to the owners corporation requiring access to any lot or lots in the strata scheme, each owner and occupier of a lot must comply with that notice and allow that access to the lot to take place at the time and date notified to that owner or occupier by the owners corporation.

36.3 If the owner or occupier of a lot fails to give access to the lot to an Authorised Fire Safety Inspector at the time and date notified by the owners corporation under Clause 36.2 of this by law and, as a result, the Authorised Fire Safety Inspector is required to attend at the lot to carry out the inspection at another time and date, the owner of the lot shall be liable for and must bear and pay the costs of that subsequent attendance or attendances by the Authorised Fire Safety Inspector at the lot and the owners corporation may recover the same from the owner of the lot as a debt due and payable to the owners corporation.

36.4 If as a result of the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades-NSW, The Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.

36.5 If the cost of any subsequent attendance or attendances of an Authorised Fire Safety Inspector as described in Clause 36.3, the owners corporation costs of rectifying any interference or damage as described in Clause 36.1 or any charge imposed on the owners corporation as described in Clause 36.4, or any part of any of those costs or charges, is not paid within one month after the date on which the notice of that cost has been given to the owner, it (or so much of the cost as remains unpaid) will bear simple interest at the same rate as is applicable to the contributions unpaid under Section 79(2) of the *Strata Schemes Management Act 1996*, or of the regulations under the Act prescribe some other rate, then at that other rate.

36.6 If any cost or charge referred to in Clause 36.5, or any part thereof, remains unpaid, the owners corporation may include reference to that cost to that debt (including interest thereon) on notices under Section 109 of the *Strata Schemes Management Act 1996* in respect of the Lot.

36.7 In order to ensure the safety and protection of all owners, occupiers and visitors and compliance with the *Environmental Planning and Assessment Regulation 2000*, every owner of a lot must install in that lot one or more smoke alarms which complies with the

provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep them in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in that owner's lot.

- 36.8 Without limiting the obligations of owners under Clause 36.7, the owners corporation must install smoke alarms in the common property in the building in compliance with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in the common property.
- 36.9 In this by-law:
- (a) **“Authorised Fire safety Inspector”** means a person authorised under the *Environmental Planning and Assessment Act 1979* to carry out an inspection of a building for the purposes relating to fire safety;
  - (b) **“Utility Service”** means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme;
  - (c) references to the *Environmental Planning and Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000* and the *Strata Schemes Management Act 1996* include any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.

### 37. DAMAGE TO COMMON PROPERTY AND RECOVERY OF COSTS

- 37.1 The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that causes damage to the common property unless prior to causing the damage, the lot owner obtains written authorisation to cause damage from the owners corporation.
- 37.2 If any part of the common property is damaged by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the owners corporation may, subject to the *Strata Schemes Management Act 1996*, recover from the owner of the lot as a debt due and payable by the owner, the costs incurred by the owners corporation in rectifying the damage.
- 37.3 If the cost described in clause (2), or any part of those costs or charges, is not paid within one month after the date on which the notice of that cost has been given to the owner, it (or so much of the cost as remains unpaid) will bear simple interest at the same rate as is applicable to contributions unpaid under section 79(2) of the *Strata Schemes Management Act 1996*, or if the regulations under the Act prescribe some other rate, then at that other rate.
- 37.4 If any cost of charge referred to in clause (2), or any part thereof, remains unpaid, the owners corporation may include reference to that debt (including interest thereon) on notices under section 109 of the *Strata Schemes Management Act 1996* in respect of the lot.
- 37.5 In this by-law references to the *Strata Schemes Management Act 1996* include any amendment, consolidation, modification, re-enactment or reprint of the Act or Regulation or provision thereof or any statute, proclamation, rule, code, regulation or ordinance replacing any of them.

**38. MINOR RENOVATIONS**

38.1 The Owners Corporation by resolution in general meeting may delegate to the Strata Committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.

38.2 The Owners Corporation in like manner may revoke any such delegation.

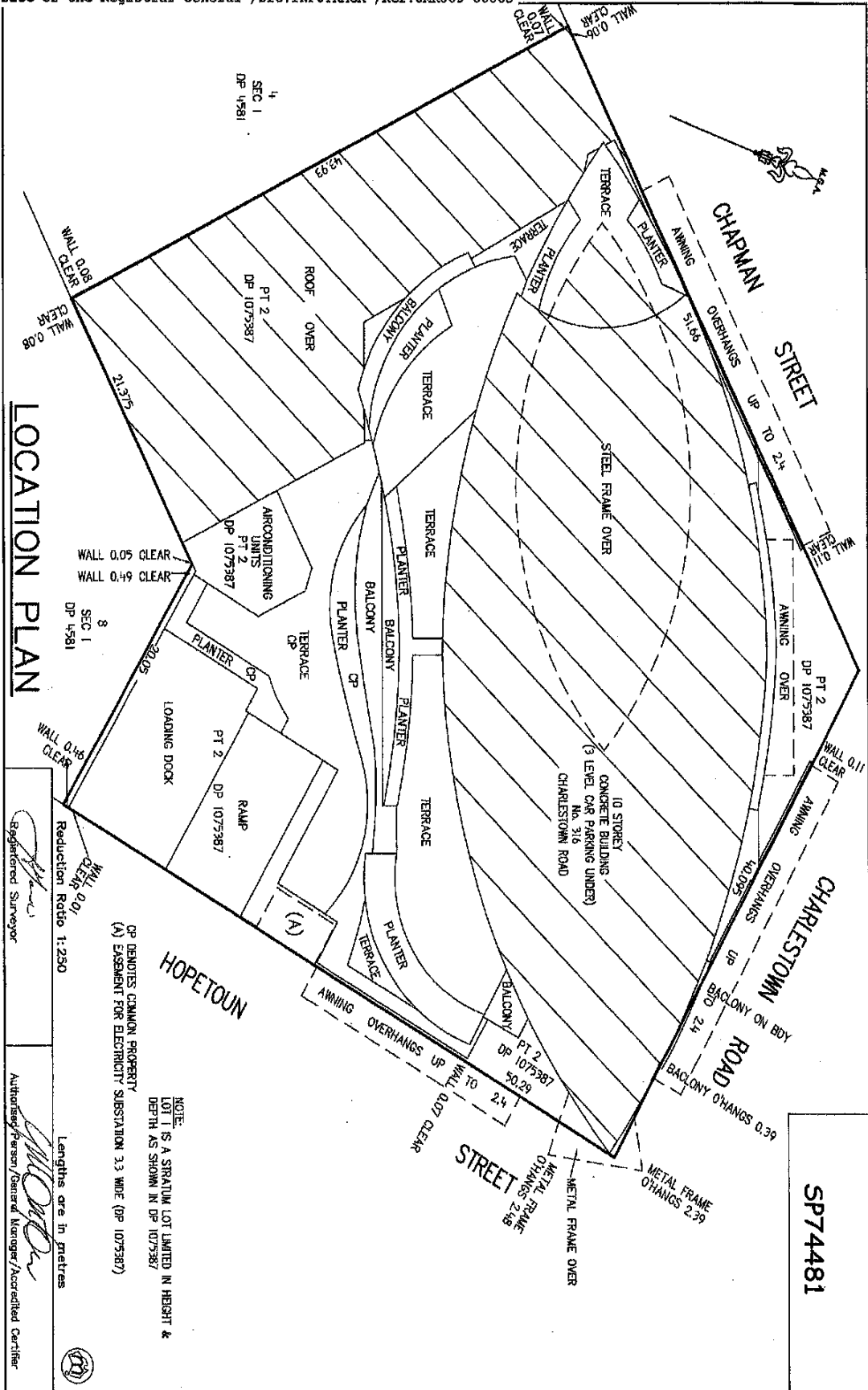
38.3 The Owners Corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 2 of 16 Sheets



LOCATION PLAN

SURVEYOR'S REFERENCE: 14700/3

Registered Surveyor

Authorising Person/General Manager/Accredited Certifier

NOTE:  
 LOT 1 IS A STRATUM LOT LIMITED IN HEIGHT &  
 DEPTH AS SHOWN IN DP 1075387  
 CP DENOTES COMMON PROPERTY  
 (A) EASEMENT FOR ELECTRICITY SUBSTATION 3.3 WIDE (DP 1075387)

Lengths are in metres



SP74481

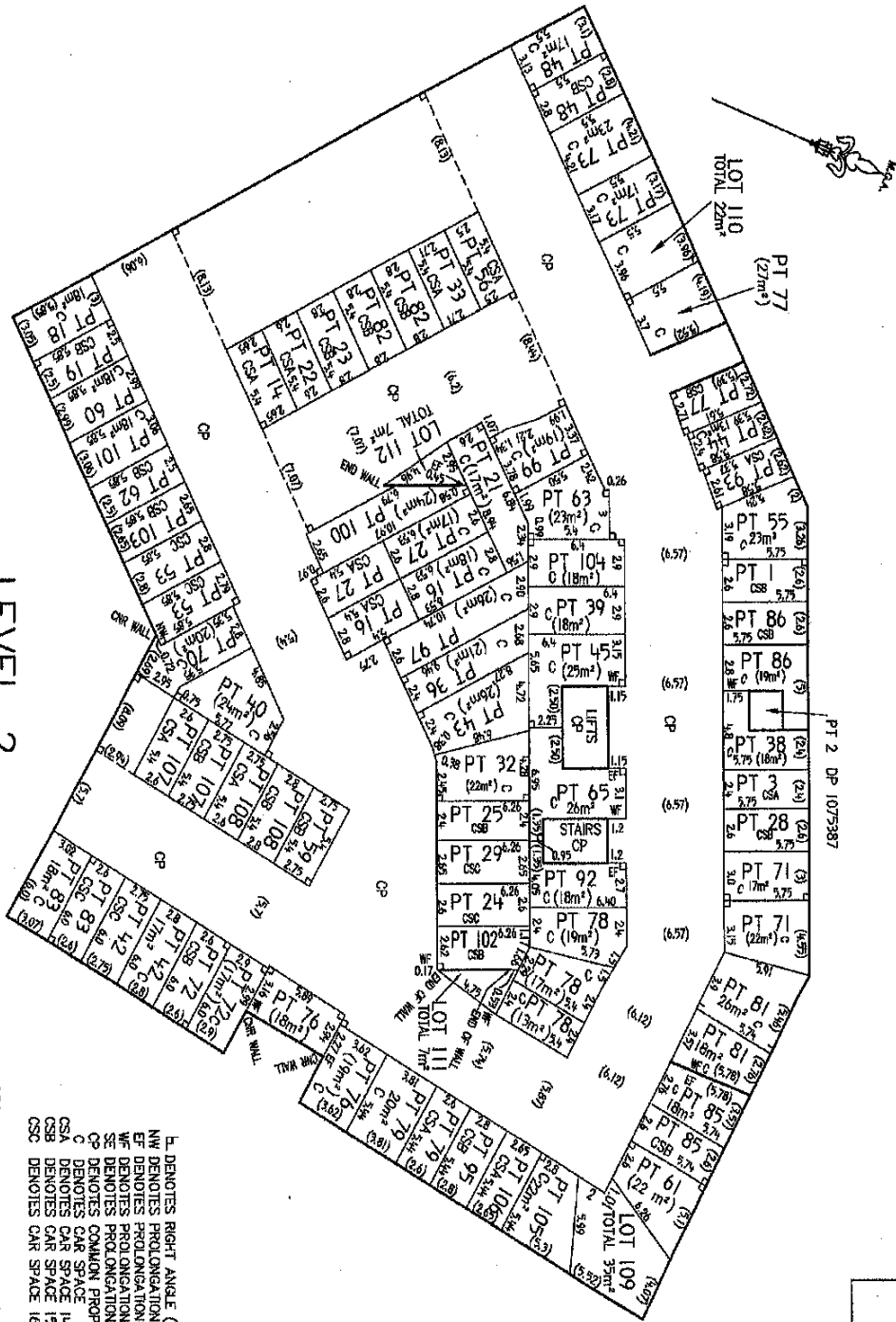


STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 16 Sheets

SP74481



LEVEL 2

Reduction Ratio 1:250

Lengths are in metres

- L DENOTES RIGHT ANGLE (90°)
- NW DENOTES PROLONGATION OF NORTH WESTERN FACE OF WALL
- EF DENOTES PROLONGATION OF NORTH EASTERN FACE OF WALL
- WF DENOTES PROLONGATION OF SOUTH WESTERN FACE OF WALL
- SE DENOTES PROLONGATION OF SOUTH EASTERN FACE OF WALL
- CP DENOTES COMMON PROPERTY
- C DENOTES CAR SPACE
- CSA DENOTES CAR SPACE
- CSB DENOTES CAR SPACE
- CSC DENOTES CAR SPACE

Registered Surveyor

Authorized Person/General Manager/Accredited Certifier

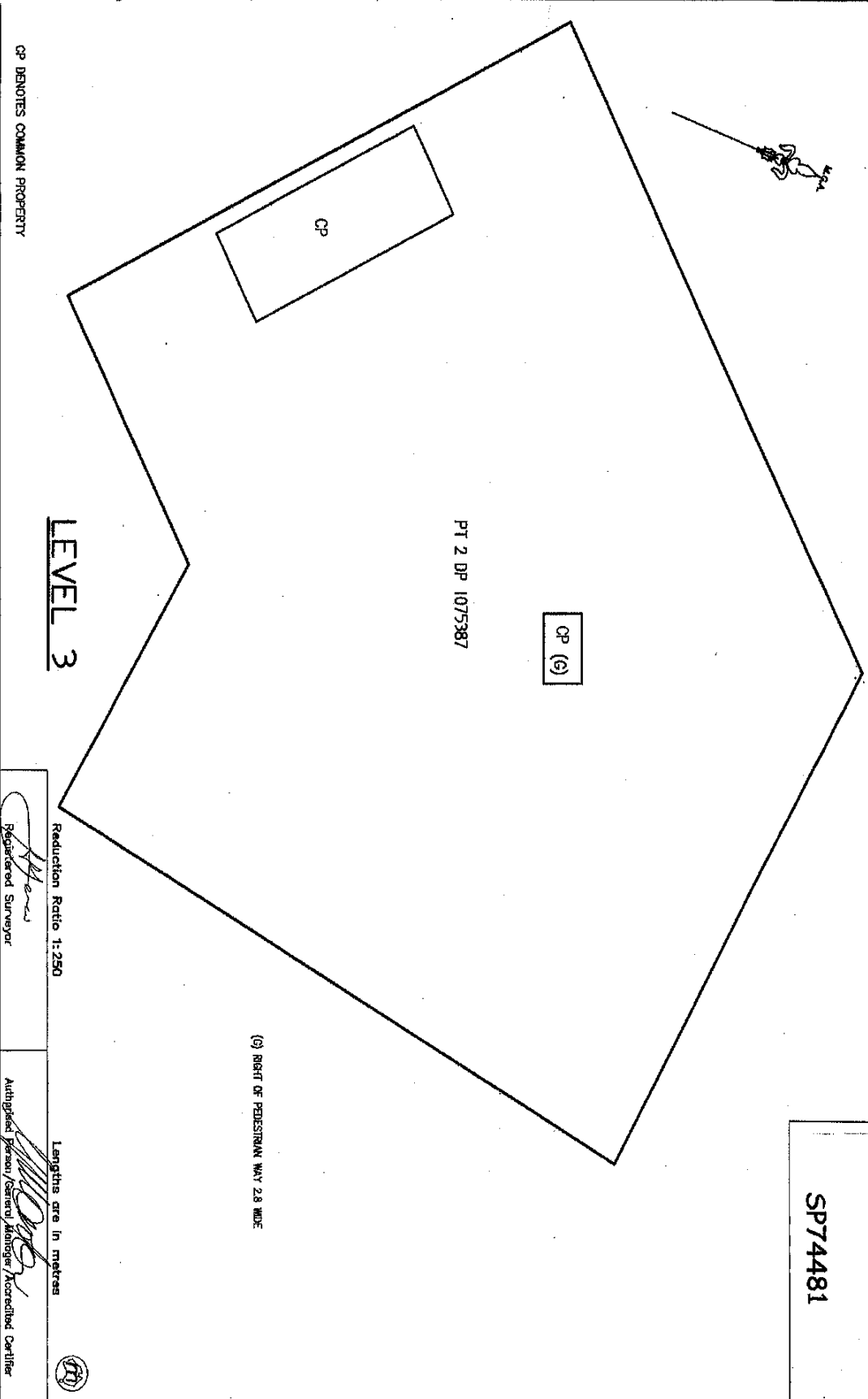
SURVEYOR'S REFERENCE 14700/3

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 16 Sheets

SP74481



CP DENOTES COMMON PROPERTY

**LEVEL 3**

PT 2 DP 1075387

CP (G)

CP

(G) RIGHT OF PEDESTRIAN WAY 2.8 WIDE

Reduction Ratio 1:250

Registered Surveyor

SURVEYOR'S REFERENCE: 14700/3

Lengths are in metres

Authorised Person/General Manager/Accredited Certifier



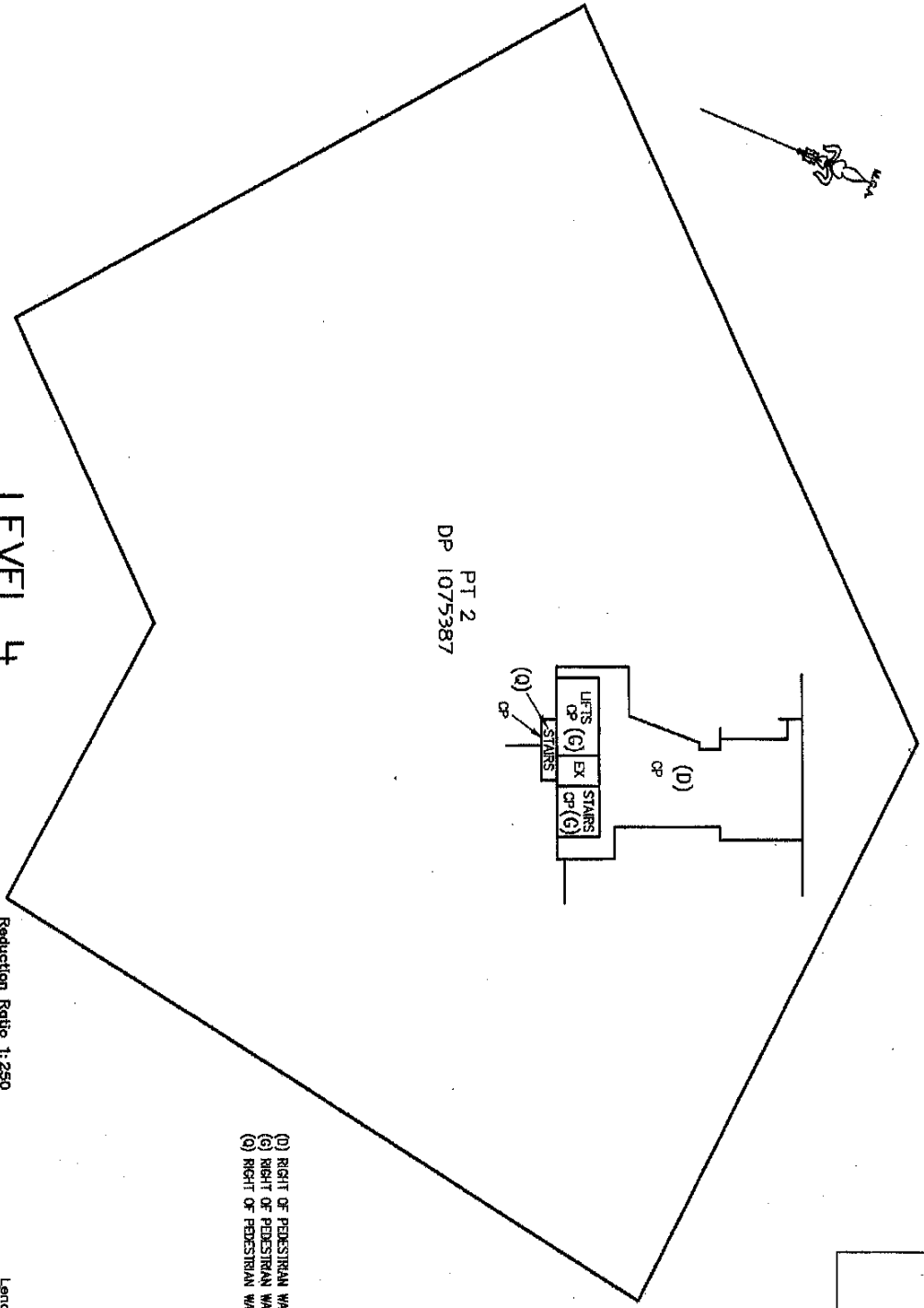


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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SP74481



PT 2  
 DP 1075387

LEVEL 4

- (D) RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH
- (G) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
- (Q) RIGHT OF PEDESTRIAN WAY 1.1 WIDE

CP DENOTES COMMON PROPERTY  
 EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 14700/3

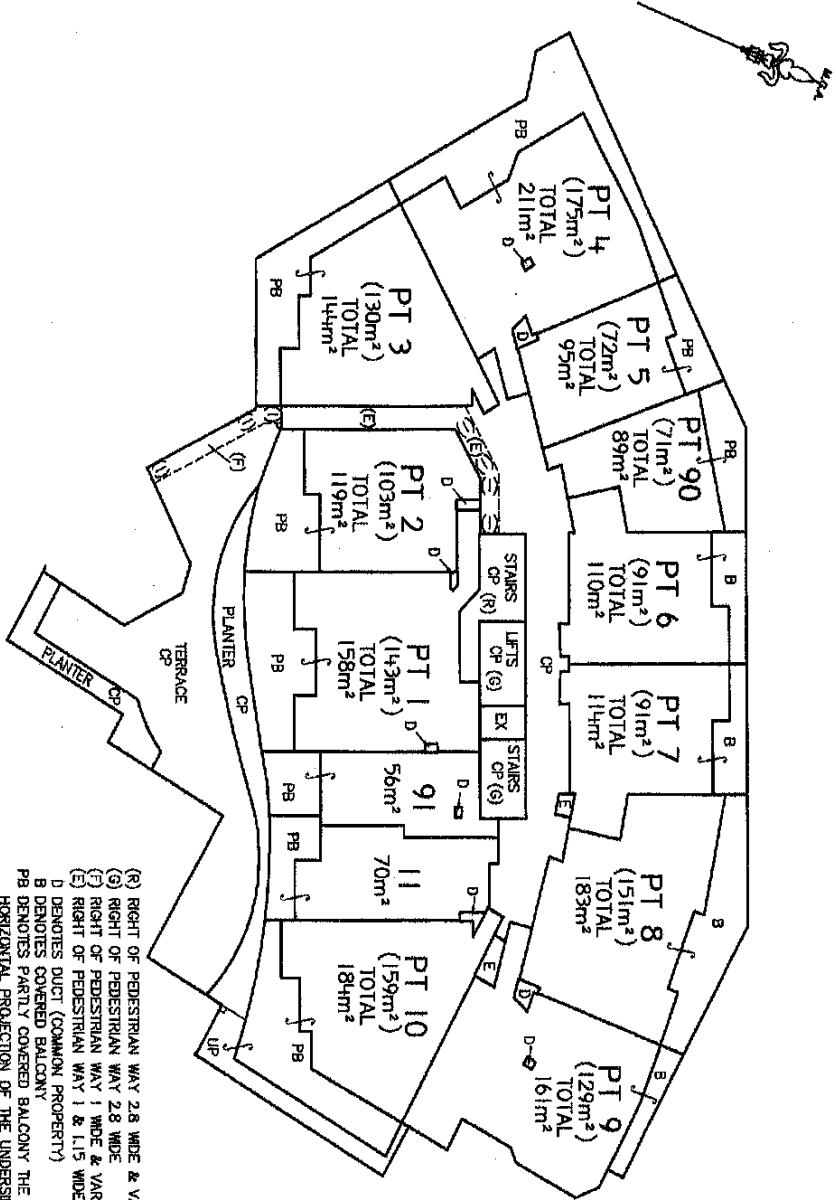


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 7 of 16 Sheets

SP74481



LEVEL 5

- (R) RIGHT OF PEDESTRIAN WAY 2.8 WIDE & VARIABLE
- (G) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
- (E) RIGHT OF PEDESTRIAN WAY 1 WIDE & VARIABLE
- (E) RIGHT OF PEDESTRIAN WAY 1 & 1.15 WIDE
- D DENOTES DUCT (COMMON PROPERTY)
- PB DENOTES COVERED BALCONY
- B DENOTES PARTLY COVERED BALCONY THE STRATUM IS LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE BALCONY PARTLY COVER, EXCEPT WHERE COVERED.
- UP DENOTES UNCOVERED PLANTER - THE STRATUM IS LIMITED IN HEIGHT TO 2.5m ABOVE ITS UPPER SURFACE
- CP DENOTES COMMON PROPERTY
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)
- Reduction Ratio 1:250

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

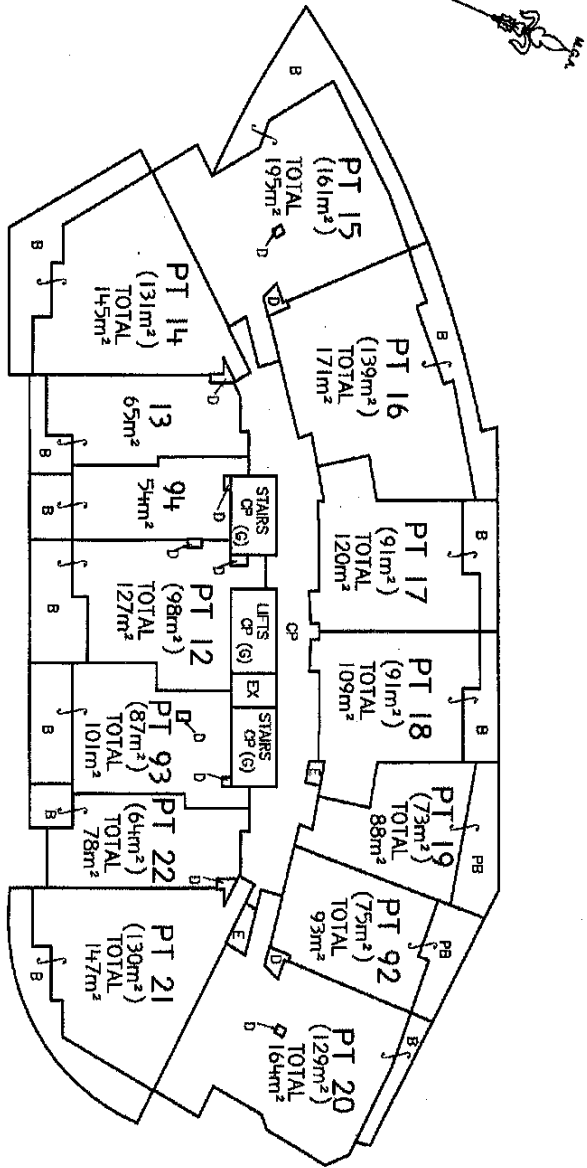
SURVEYOR'S REFERENCE:14700/3



STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 8 of 18 Sheets



LEVEL 6

(g) RIGHT OF PEDESTRIAN WAY 2.8 WIDE  
 D DENOTES DUCT (COMMON PROPERTY)  
 B DENOTES COVERED BALCONY  
 PB DENOTES PARTLY COVERED BALCONY THE STRATUM IS LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE BALCONY PARTLY OVER, EXCEPT WHERE COVERED.  
 CP DENOTES COMMON PROPERTY  
 E DENOTES EXHAUST DUCT (PT 2 DP 1075387)  
 EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250  
 Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 14700/3

SP74481

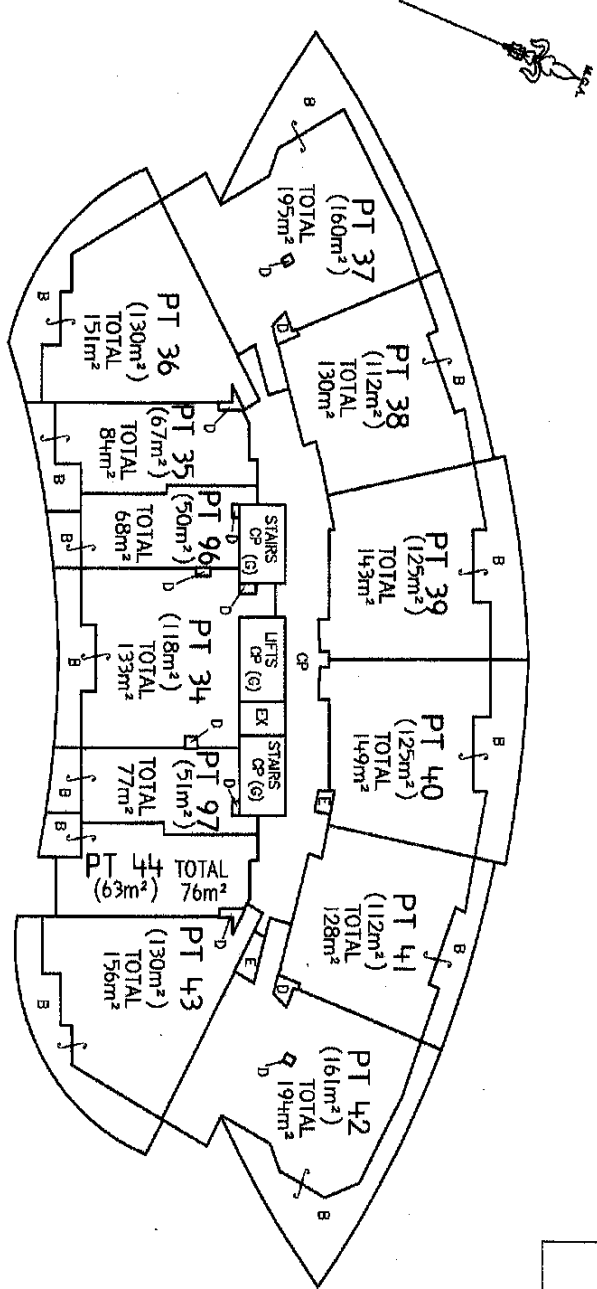


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 18 Sheets

SP74481



LEVEL 8

- (g) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
- D DENOTES DUCT (COMMON PROPERTY)
- B DENOTES COVERED BALCONY
- CP DENOTES COMMON PROPERTY
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 14700/3

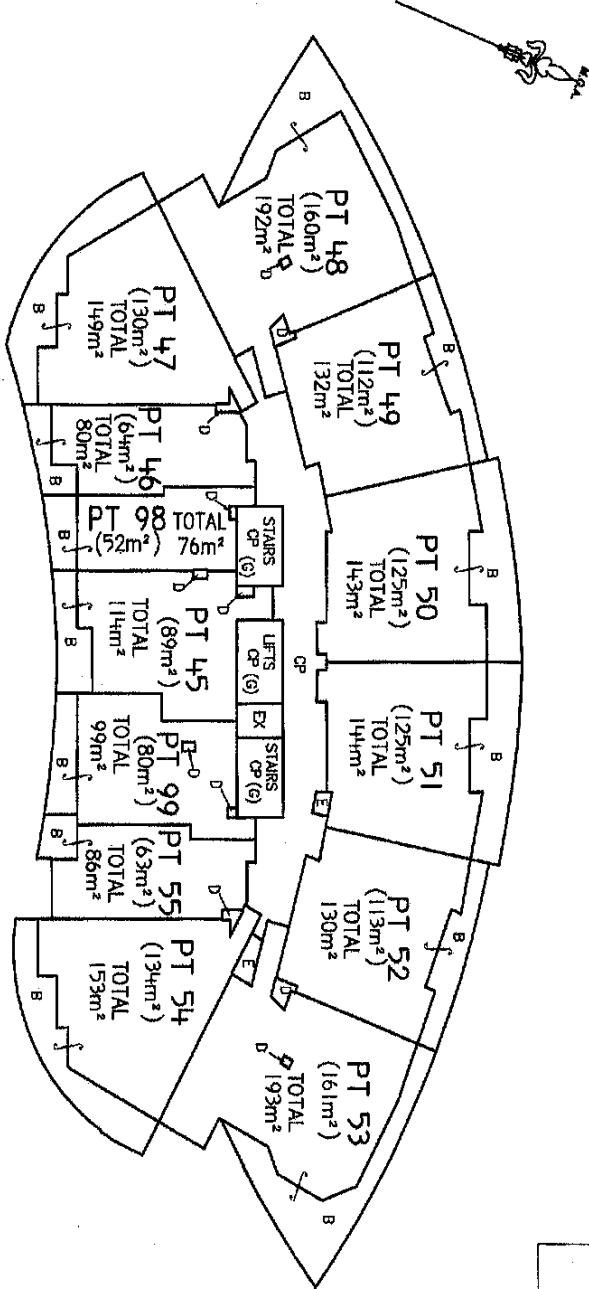


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 18 Sheets

SP74481



LEVEL 9

- (G) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
- D DENOTES DUCT (COMMON PROPERTY)
- B DENOTES COVERED BALCONY
- CP DENOTES COMMON PROPERTY
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250

Lengths are in metres



Registrar-General

Authorised Practice/General Manager/Accredited Certifier

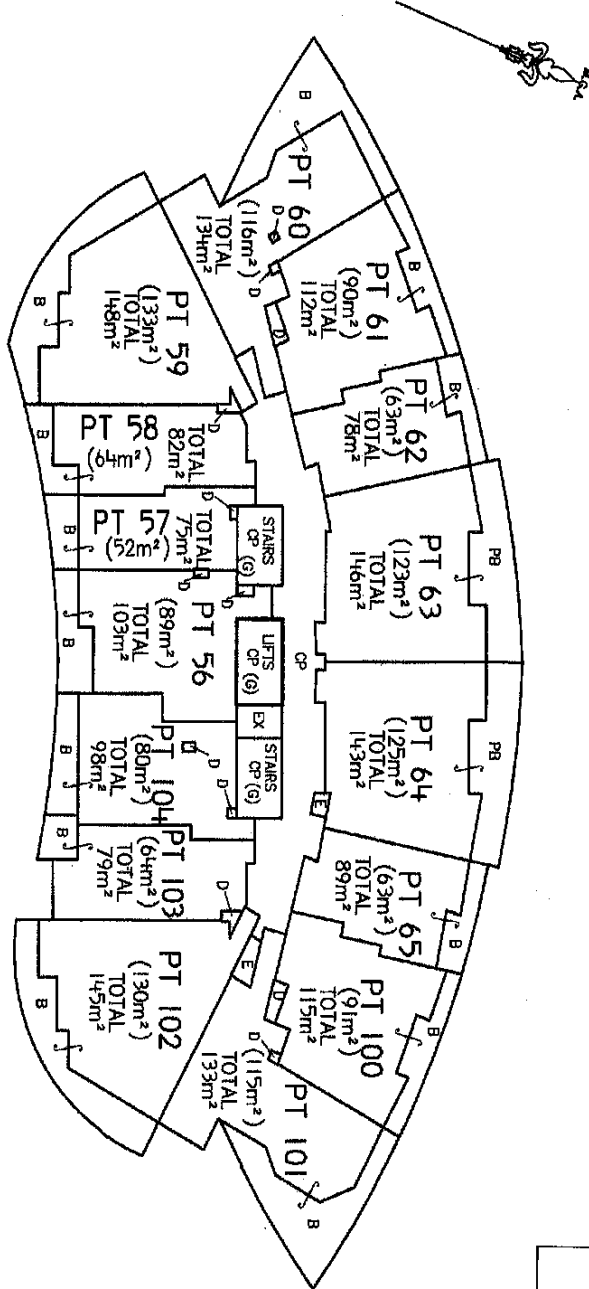
SURVEYOR'S REFERENCE: 14700/3

STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 16 Sheets

SP74481



LEVEL 10

- (g) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
  - D DENOTES DUCT (COMMON PROPERTY)
  - B DENOTES COVERED BALCONY
  - PB DENOTES PARTLY COVERED BALCONY THE STRATUM IS LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE BALCONY PARTLY OVER, EXCEPT WHERE COVERED.
  - CP DENOTES COMMON PROPERTY
  - E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
  - EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)
- Reduction Ratio 1:250  
 Lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 14700/3

Authorised Person/General Manager/Accredited Certifier

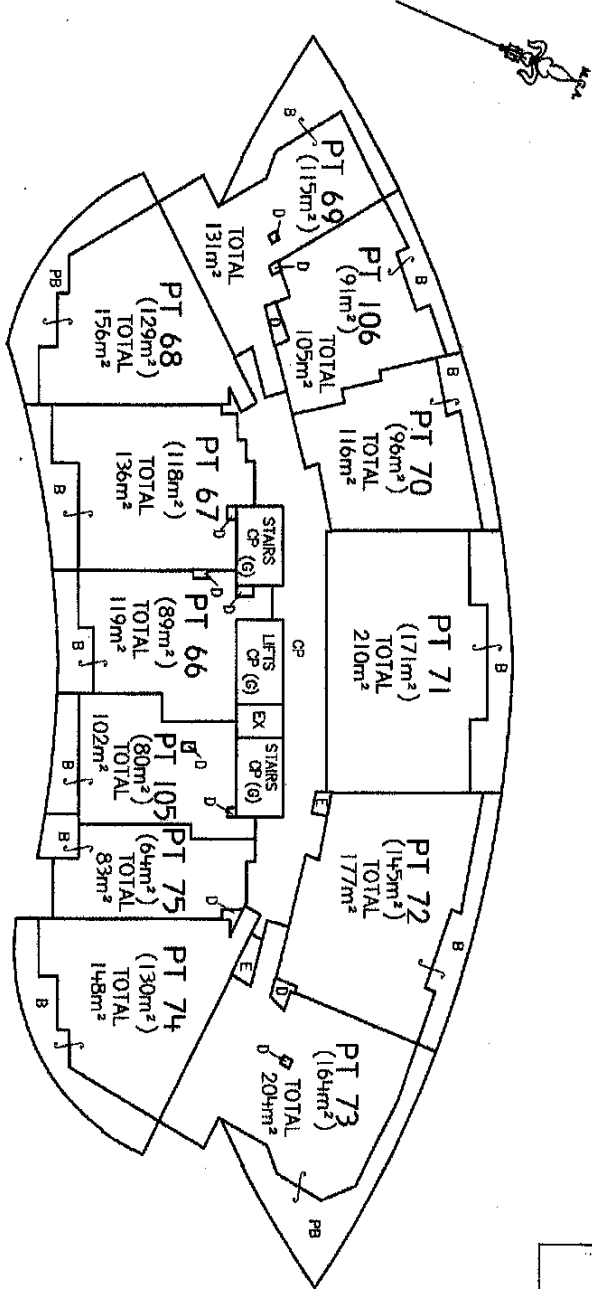


STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 14 Sheets

SP74481



LEVEL 11

- (G) RIGHT OF PEDESTRIAN WAY 2.8 MIDE
- D DENOTES DUCT (COMMON PROPERTY)
- B DENOTES COVERED BALCONY
- PB DENOTES PARTLY COVERED BALCONY THE STRATUM IS LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE BALCONY PARTY OVER, EXCEPT WHERE COVERED.
- CP DENOTES COMMON PROPERTY
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

Authorised Person/Sealed/Manager/Accredited Certifier

SURVEYOR'S REFERENCE 14700/3



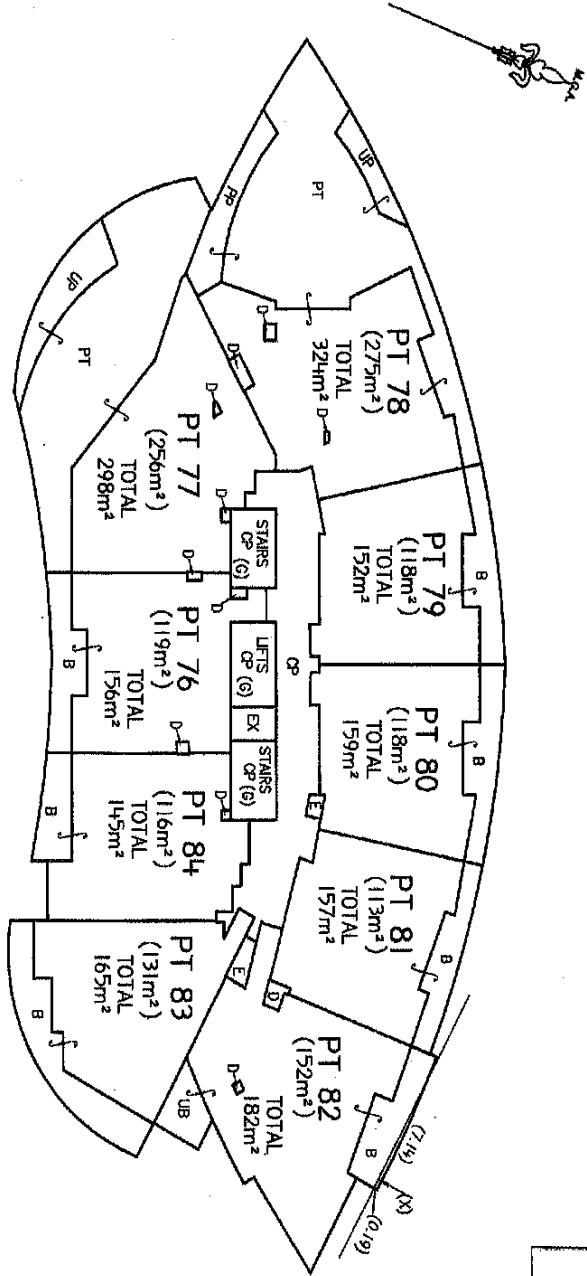


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 14 of 16 Sheets

SP74481



THE PART OF LEVEL 12 WHICH ENCOMPASSES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

(X) - DENOTES PARCEL AND LOT BOUNDARY

LEVEL 12

- (G) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
- PT DENOTES PARTLY COVERED TERRACE - THE STRATUM IS LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE BALCONY, TERRACE OR PLANTER OVER
- PP DENOTES PARTLY COVERED PLANTER - THE STRATUM IS LIMITED IN HEIGHT TO 2.5m ABOVE ITS UPPER SURFACE EXCEPT WHERE COVERED
- UP DENOTES UNCOVERED PLANTER - THE STRATUM IS LIMITED IN HEIGHT TO 2.5m ABOVE ITS UPPER SURFACE
- UB DENOTES UNCOVERED BALCONY - THE STRATUM IS LIMITED IN HEIGHT TO 2.5m ABOVE ITS UPPER SURFACE
- D DENOTES COVERED BALCONY
- B DENOTES PARTLY COVERED BALCONY - THE STRATUM IS LIMITED IN HEIGHT TO THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE BALCONY PARTLY OVER, EXCEPT WHERE COVERED.
- CP DENOTES COMMON PROPERTY
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

Authorised Registrar-General/Weigher/Accredited Certifier

SURVEYOR'S REFERENCE: 14700/3

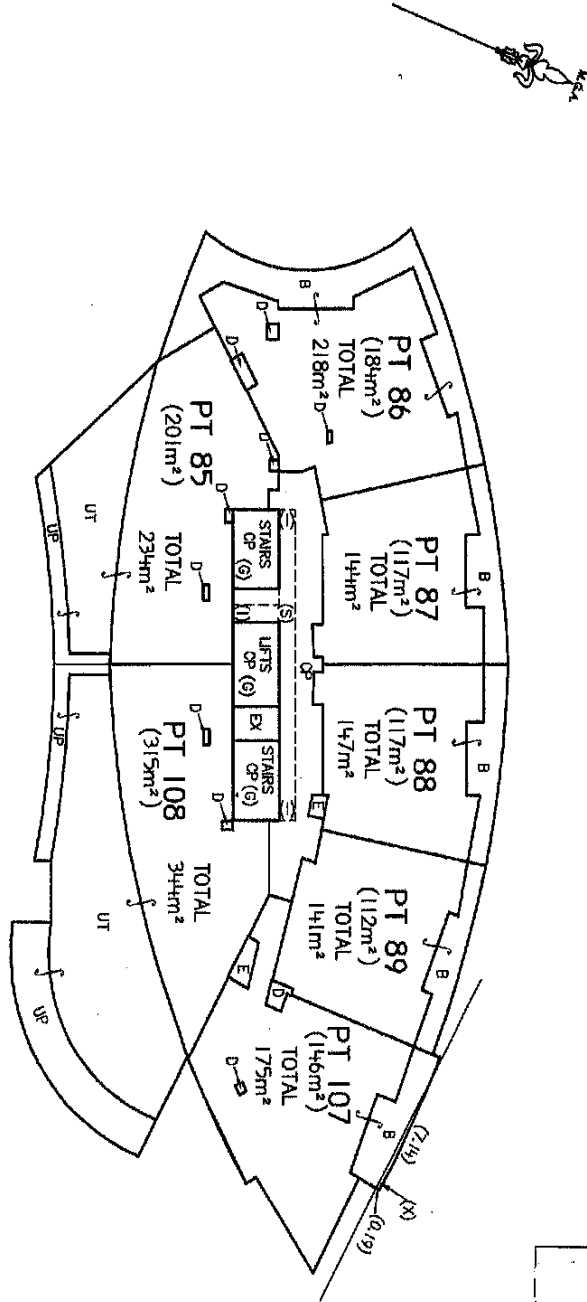


STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 16 Sheets

SP74481



THE PART OF LEVEL 13 WHICH ENCOMPASSES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

(X) - DENOTES PARCEL AND LOT BOUNDARY

LEVEL 13

- (S) RIGHT OF PEDESTRIAN WAY 1 WIDE
- (G) RIGHT OF PEDESTRIAN WAY 2.8 WIDE
- UP DENOTES UNCOVERED TERRACE - THE STRATUM IS LIMITED IN HEIGHT TO 3.1m ABOVE ITS UPPER SURFACE
- UP DENOTES UNCOVERED PLANTER - THE STRATUM IS LIMITED IN HEIGHT TO 3.1m ABOVE ITS UPPER SURFACE
- D DENOTES DUCT (COMMON PROPERTY)
- B DENOTES COVERED BALCONY
- OP DENOTES COMMON PROPERTY
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Officer

SURVEYOR'S REFERENCE: 14700/3

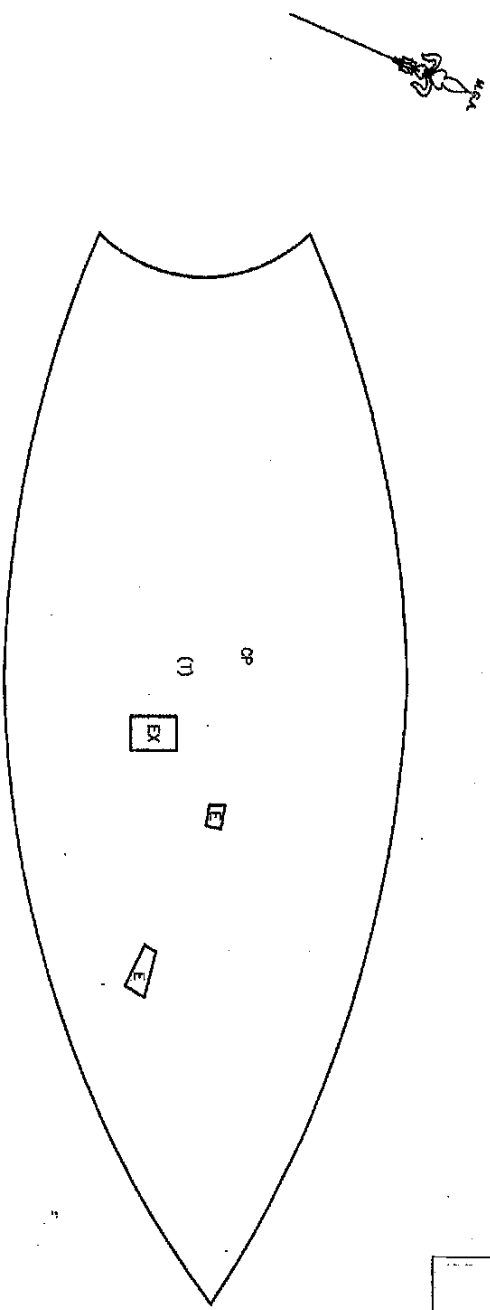


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 16 Sheets

SP74481



LEVEL 14  
(ROOF)

- (1) RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH
- EX DENOTES CARPARK EXHAUST DUCT (PT 2 DP 1075387)
- E DENOTES EXHAUST DUCT (PT 2 DP 1075387)
- CP DENOTES COMMON PROPERTY

Reduction Ratio 1:250

Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Officer

SURVEYOR'S REFERENCE: 14700/3



**Instrument Setting out Terms of Easements Intended to be Created  
 Pursuant to Section 88B of the Conveyancing Act 1919 and  
 Section 7 (3) of the Strata Schemes (Freehold Development) Act, 1973**

(Sheet 1 of 2 Sheets)

**SP74481**

Plan of Subdivision of Lot 1 D.P.1075387  
 being part of a building

**Full name and address  
 of the owner of the land:**

Moweno Pty. Ltd.,  
 ACN 002 099 694  
 4 Parramatta Road,  
 SUMMER HILL. N.S.W. 2130

**Full name and address  
 of the mortgagee of the land:**

National Australia Bank,  
 500 Bourke Street,  
 MELBOURNE. VIC. 3000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Pedestrian Way 2.8 wide (G)	Common Property	Lot 2 D.P.1075387
2	Right of Pedestrian Way variable width (D)	Common Property	Lot 2 D.P.1075387
3	Right of Pedestrian Way 1 & 1.15 wide (E)	Common Property	Lot 2 D.P.1075387
4	Right of Pedestrian Way 1 wide & variable width (F)	Common Property	Lot 2 D.P.1075387
5	Right of Pedestrian Way 1.1 wide (Q)	Common Property	Lot 2 D.P.1075387
6	Right of Pedestrian Way 2.8 wide & variable width (R)	Common Property	Lot 2 D.P.1075387
7	Right of Pedestrian Way 1 wide (S)	Common Property	Lot 2 D.P.1075387
8	Right of Pedestrian Way variable width (T)	Common Property	Lot 2 D.P.1075387
9	Restriction on Use	109, 110, 111, 112, 113	Council of the City of Lake Macquarie

**Part 2 (Terms)**

**1, 2, 3, 4, 5, 6, 7 & 8. Terms of Right of Pedestrian Way firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly and eighthly referred to in the abovementioned plan**

Full and free right for every person who is at any time entitled to an estate or interest or possession in the land herein indicated as the Lot Benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to go, pass and re-pass on foot at all times and for all purposes without animals or vehicles to and from the said Lot Benefited or any such part thereof.

**9. Terms of Restriction on Use ninthly referred to in the abovementioned plan**

The lots burdened may only be owned by a registered proprietor of Lots 1 – 108 (Inclusive).

(Sheet 2 of 2 Sheets)

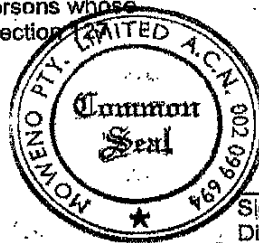
Plan of Subdivision of Lot 1 D.P.1075387  
being part of a building

**SP74481**

Name of authority empowered to release vary or modify the restriction referred to in the abovementioned plan

The Council of the City of Lake Macquarie.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of MOWENO PTY. LIMITED ACN 002 099 694 by the authorised persons whose signatures appear below pursuant to Section 127 of the Corporations Act 2001



*Sele*  
Signature of NICOLAS VRANAS  
Director & Secretary

Signature of ANNA VRANAS  
Director

Executed by Lake Macquarie City Council

Mortgagee under Mortgage No. AA324423  
Signed at Sydney this 7<sup>th</sup> day of February 2005 for National Australia Bank Limited ABN 12 004 044 937 by **Fiona Ferguson** its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Executed by National Australia Bank  
ABN  
by:

Manager  
Witness/Bank Officer  
255 George Street, Sydney NSW  
GERALDINE L. MIGUEL

Lake Macquarie City Council  
Approved 88B Instrument for  
**SUBDIVISION CERTIFICATE**  
DC 4947/2004 A  
Authorised Person: *AS*  
Date: 3. 2. 05

REGISTERED 24.02.2005

**SP74481**

**Approved Form 27**

**BY-LAWS FOR THE RESIDENTIAL STRATUM FOR THE ALTO  
APARTMENTS**

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

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

In these By-Laws, unless the contrary intention appears:-

**"The Alto Apartments"** comprises the lots within the Residential Stratum and the Commercial Stratum and the Shared Facilities for The Alto Apartments.

**"Another Lot"** means any lot in the Residential Stratum or the Commercial Stratum.

**"Authority"** means any government or any governmental, semi-governmental department, authority, or agency with jurisdiction over The Alto Apartments.

**"Building"** means the structure and improvements located at The Alto Apartments which comprise the Residential Stratum and the Commercial Stratum.

**"Business Day(s)"** means a day which is not a Saturday, Sunday or a Public Holiday.

**"By-Laws"** means the By-Laws for the Residential Stratum.

**"Car Park"** means the car park area for the Residential Stratum and the Commercial Stratum.

**"Car Space"** means the car space allocated to the Owner or Occupier of a Lot in the Residential Stratum.

**"Commercial Stratum"** means Strata Scheme

**"Common Facilities"** means common facilities such as control rooms, garbage rooms, store rooms, switch rooms and the lobby entrance areas.

**"Common Property"** means the property designated by the Residential Owners Corporation as common property for the Residential Stratum including the passive recreation area.

## SP74481

**“Council”** means the council or authority having the jurisdiction or authority to approve the development or redevelopment of the land on which the Building is erected.

**“Developer”** means Moweno Pty Limited ACN 002 099 694.

**“Executive Committee”** is the executive for the Residential Owners Corporation.

**“Garbage Room”** means the garbage room located in the Commercial Stratum for use by the Owners and Occupiers of the Residential Stratum in accordance with the By-Laws.

**“Lift or Lifts”** includes the lifts located in the Residential Stratum.

**“Location Plan”** means the plan annexed to these By-Laws as Schedule One.

**“Lot”** means a Lot in the Residential Stratum.

**“Management Act”** means the *Strata Schemes Management Act, 1996*.

**“Management Committee”** means the management committee appointed in accordance with the Management Statement.

**“Management Statement”** means the management statement for The Alto Apartments, with the registration number

**“Occupier”** means an occupier of a Lot including but not limited to a lessee or licensee.

**“Owner”** means the owner of a Lot.

**“Residential Car Park”** means that part of the Car Park which forms part of the Residential Stratum.

**“Residential Owners Corporation”** means the owners corporation for the Residential Stratum.

**“Residential Stratum”** means strata scheme

**“Resolution”** means a motion of the Residential Owners Corporation in favour of which more than 50% vote of the votes of the members of the Residential Owners Corporation present and entitled to vote are cast.

**“Security Key(s)”** means a key, magnetic card or other device or security measure used in the Residential Stratum to open and close Common Property doors, locks or gates.

## SP74481

“**Shared Facilities**” are facilities used by the Residential Stratum and the Commercial Stratum. The Management Statement regulates the use, maintenance and shared costs for the Shared Facilities.

“**Strata Manager**” is the person or entity appointed by the Residential Owners Corporation as the Residential Stratum’s managing agent under the Management Act. The Strata Manager must be appointed in accordance with By-Law 30.

“**Strata Schemes Act**” means the *Strata Schemes (Freehold Development Act), 1973*.

“**Strata Plan**” means the Strata Plans of subdivision of Residential Stratum and the Commercial Stratum on the Plan.

### 1.2 Interpretation

In the By-Laws unless context otherwise requires:-

- (a) headings are for convenience only and do not affect the interpretation of the By-Laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;
- (e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;
- (f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;
- (g) references to months and years means calendar months and years;
- (h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to the By-Laws is not a Business Day, that act, matter or thing may be done on the next Business Day;
- (j) references to sections means sections of the Management Act or the Strata Schemes Act as the case may be.



## SP74481

### 2. RESIDENTIAL STRATUM

- 2.1 The Residential Stratum is part of The Alto Apartments. The Alto Apartments has two components, being the Residential Stratum and the Commercial Stratum.
- 2.2 The regulation of the use, maintenance and operation of the Residential Stratum and The Alto Apartments is achieved through these By-Laws, the Management Statement, the Management Act and the Strata Schemes Act.

### 3. MANAGEMENT STATEMENT

- 3.1 The Management Statement governs the management and operational issues for The Alto Apartments.
- 3.2 A consent under these By-Laws does not provide the Owner or Occupier of a Lot with relief from its obligations under the Management Statement.
- 3.3 If there is an inconsistency between these By-Laws and the Management Statement, the Residential Owners Corporation must amend the inconsistent By-Law to make it consistent with the Management Statement.

### 4. APPOINTING REPRESENTATIVES TO THE MANAGEMENT COMMITTEE

The Residential Owners Corporation must, by special resolution, appoint two (2) representatives to represent and vote for the Residential Owners Corporation at meetings of the Management Committee.

### 5. COMPLIANCE

Persons who must comply with the By-Laws are:-

- (a) the Owner of a Lot in the Residential Stratum;
- (b) the Occupier of a Lot in the Residential Stratum;
- (c) the Residential Owners Corporation; and
- (d) the proprietor, mortgagee in possession or lessee or licensees for the time being of any Lot in the Residential Stratum.

### 6. NOISE

An Owner or Occupier of a Lot must not create any nuisance or excessive 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 the Common Property.

**7. VEHICLES, CAR PARKS AND CAR SPACES**

- 7.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle:
- (a) on property of The Alto Apartments which is not part of the Residential Stratum; or
  - (b) 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 Residential Owners Corporation, which must consider the conditions of the Management Statement when considering such consents in relation to vehicles.
- 7.2 The rights of the Owner or Occupier of a Lot are governed by the Management Statement, which has important provisions about using the Car Park and the Car Space. The Owner or Occupier of a Lot which has a Car Space must comply with the Car Park and Car Space provisions of the Management Statement.
- 7.3 The Owner or Occupier of a Lot must not enclose any Car Space without the approval of the Residential Owners Corporation which approval shall not be unreasonably withheld.
- 7.4 The Owner or Occupier of a Lot must not use or store any inflammable chemical, liquid or gas or other inflammable material in any Car Space other than any fuel or gas in a fuel tank of a motor vehicle.

**8. OBSTRUCTION OF COMMON PROPERTY**

An Owner or Occupier of a Lot must not obstruct the lawful use of Common Property by any person.

**9. DAMAGE TO COMMON PROPERTY**

- 9.1 An Owner or Occupier of a Lot must not carry on any activity likely to damage or alter or deface any structure that forms part of the Common Property, except with the written approval of the Residential Owners Corporation.
- 9.2 An approval given by the Residential Owners Corporation under By-Law 9.1 cannot authorize any addition to the Common Property.
- 9.3 The Owner or Occupier of a Lot must:-
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 9.1 that is located on 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 By-Law 9.1 that is located on the Common Property and that services the Lot.

**10. BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES**

- 10.1 An Owner or Occupier of a Lot 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 the Common Property.
- 10.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees do not behave in a manner which does not comply with the By-Laws or the Management Statement, or is likely to interfere with the peaceful enjoyment of the Owner or Occupier of Another Lot or any person lawfully using the Common Property.

**11. PLAYING ON COMMON PROPERTY**

- 11.1 Skateboards, roller blades and push bikes (other than push bikes using the Car Park for access to or egress from that part of any Lot located within the Car Park) are prohibited from the Lift and any part of the Common Property and The Alto Apartments.
- 11.2 The Owner or the Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play within the Common Property of the Residential Stratum or The Alto Apartments or, unless accompanied by an adult exercising effective control, to be or to remain on the Common Property or The Alto Apartments.

**12. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

An Owner or Occupier of a Lot must not deposit or throw on the Common Property or The Alto Apartments any rubbish, dirt, dust or other material or discarded item except in accordance with By-Law 18 or with the prior written approval of the Residential Owners Corporation.

**13. DRYING OF LAUNDRY ITEMS**

An Owner or Occupier of a Lot must not hang any washing, laundry, towels, bedding, clothing or other article on any part of the Lot in such a way as to be visible from outside the Lot.

**14. 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 Residential Owners Corporation resolves that it will keep the glass or specified parts 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.

**15. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

15.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Residential Owners Corporation, use or store on the Lot or on the Common Property, any inflammable chemical, liquid or gas or other inflammable material.

15.2 This By-Law does not apply to chemicals, liquids, gases or other material used for domestic purposes, or any fuel or gas in a fuel tank of a motor vehicle.

**16. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY OR THE COMMERCIAL STRATUM**

16.1 An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from a Lot through or on the Common Property or The Alto Apartments unless sufficient notice has first been given to the Executive Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

16.2 The Residential Owners Corporation may resolve that furniture, large objects or deliveries to and from a Lot are to be transported through or on the Common Property or The Alto Apartments in a specified manner.

16.3 If the Residential Owners Corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from a Lot are to be transported, then the 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 or The Alto Apartments except in accordance with that resolution.

**17. FLOOR COVERINGS**

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.

**18. DISPOSING OF RUBBISH**

18.1 Garbage Bins are located within the Garbage Room located on the Commercial Stratum for the disposal of garbage and recyclable materials by the Owners and Occupiers of a Lot.

18.2 The Owners and Occupiers of a Lot:-

- (a) must drain and securely wrap all garbage for the Lot and dispose of the garbage in the Garbage bin within the Garbage Room;
- (b) dispose of recyclable material in the recyclable bins designated for the Residential Owners Corporation for that purpose in the Garbage Room;
- (c) drain and clean bottles before placing them in the recyclable bins designated for the Residential Owners Corporation for that purpose in the Garbage Room;
- (d) contact the Residential Owners Corporation (or its nominee) to remove large articles or garbage, recyclable materials, or liquids that are poisonous or dangerous to the environment or likely to be held dangerous to the environment by any Authority;
- (e) must remove any garbage referred to in By-Law 18.2(d) at their own cost and in accordance with the reasonable directions of the Residential Owners Corporation; and
- (f) deposit garbage, recyclable materials and other waste from the Lot in accordance with the reasonable requirements of the Residential Owners Corporation.

18.3 The Owner or Occupier of a Lot must ensure when in the process of disposing of garbage and recyclable material from the Lot to the Garbage Rooms that:-

- (a) the garbage and recyclable material being transferred from the Lot is securely wrapped and drained and does not leak or spill over the Common Property and the Garbage Room;
- (b) at its cost clean up or remove anything which the Owner or the Occupier may have spilled or leaked on the Common Property or Garbage Room as a consequence of transferring garbage, recyclable materials or waste from the Lot to the Garbage Rooms or otherwise.

18.4 This By-Law 18 does not allow 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 Law applying to the disposal of such waste.

18.5 An Owner or Occupier of a Lot must make their own private arrangements for disposing of recyclable materials, garbage or waste which cannot be removed by Council or by private services engaged by the Residential Owners Corporation.

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**19. KEEPING OF ANIMALS**

- 19.1 An Owner or Occupier of a Lot must not keep any animals or birds on the Lot or the Common Property.
- 19.2 An Owner or Occupier must not allow its invitees, guests or visitors to bring animals or birds into the Lot or The Alto Apartments.
- 19.3 This By-Law does not prohibit or restrict the keeping on a Lot of a dog used as a guide or hearing dog by the Owner or Occupier of a Lot or the use of a dog as a guide or hearing dog on a Lot or Common Property.

**20. CHANGE IN USE OF LOT TO BE NOTIFIED**

- 20.1 The Owner or Occupier of a Lot must not use the Common Property for any purpose other than that for which it was intended.
- 20.2 The Owner or Occupier of a Lot must not, without the prior written consent of the Residential Owners Corporation and the relevant Authorities, use a Lot for any purpose other as a residential property.
- 20.3 The Owner or Occupier of a Lot must notify the Residential Owners Corporation if the Owner or Occupier changes the existing use of the lot in a way that may affect the insurance premiums for the Residential Stratum or The Alto Apartments.

**21. PROVISION OF AMENITIES OR SERVICES**

- 21.1 The Residential Owners Corporation may, by special resolution, determine to enter into arrangements for the provisions 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) commercial and window cleaning;
  - (c) garbage disposal and recycling services;
  - (d) domestic services;
  - (e) electricity, water or gas supply;
  - (f) telecommunication services (for example, cable/satellite television, satellite receiving discs and antennas, Internet etc);
  - (g) management and maintenance of the Residential Stratum; and
  - (h) fire safety service.

- 21.2 If the Residential Owners Corporation makes a resolution referred to in By-Law 21.1 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 Management Act provides that the Residential 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. LEASED OR LICENSED RESIDENTIAL LOTS

If a Lot is leased or licensed by an Owner then the Owner must ensure that the Occupier :-

- (a) comply with the By-Laws and the Management Statement;
- (b) enforce any action available to the Owner under the lease or the licence to ensure that the Occupier complies with the By-Laws and the Management Statement; and
- (c) is provided with a copy of the By-Laws and the Management Statement.

## 23. COMPLIANCE, OWNERS CORPORATION'S CONSENT AND BUILDING WORKS

- 23.1 Subject to compliance with the Management Statement, the Owner or Occupier must obtain the Residential Owners Corporation's written consent to:-

- (a) keep anything visible from outside the Lot which is not in accordance with the By-Laws or the Management Statement and provided that all window furnishings installed within a Lot must be of a light colour; or
- (b) install bars, screens, safety devices, grilles or locks on the exterior of the windows and doors of the Lot, if they are visible from outside the Lot; or
- (c) attach, install, hang an aerial, security device or wires outside the Lot; or
- (d) undertake alterations to the Lot which require Council or any Authority development approval; or
- (e) store items in the Car Space of the Lot (other than a motor vehicle).

23.2 An Owner or Occupier of a Lot must not:-

- (a) install or operate an alarm or security system with an audible signal within the Lot;
- (b) install any awning, blind or security screen to the balcony or any window of the Lot;
- (c) install any television, radio or any other antenna or satellite dish visible from Another Lot or from outside the Lot;
- (d) modify the exterior lights to any deck or balcony. Sodium vapour bulbs or coloured bulbs are not to be used;
- (e) use or operate or install electronic devices or equipment within the Lot which interfere with the peaceful enjoyment of domestic appliances in Another Lot; or
- (f) install an air conditioning unit or compressor on a balcony other than as permitted in accordance with By-Law 29.4

23.3 All building work to the load bearing, fire rated or sound insulated walls, electrical and maintenance work to the inside of a Lot, to be carried out by an Owner or Occupier of a Lot (or its contractor), must only be carried out:-

- (a) with the consent of the Residential Owners Corporation;
- (b) in accordance with the Management Statement;
- (c) in accordance with all Laws and any requirement of any Authority; and
- (d) within the hours of 8.00am to 6.00pm on Business Days, except in the event of an emergency.

23.4 Subject to By-Law 23.3, the Owner or Occupier of a Lot must:-

- (a) find out where service lines and pipes are located; and
- (b) obtain consent from the Residential Owners Corporation,

if the Owner or Occupier of a Lot proposes to interfere with or interrupt services to the Common Property or The Alto Apartments.

23.5 When an Owner or Occupier of a Lot carries out building works, they must:-

- (a) use a qualified, reputable and (where appropriate) licensed contractors;
- (b) carry out the building works in a proper manner and to the reasonable satisfaction of the Residential Owners Corporation; and



- (c) repair any damage caused to the Common Property, The Alto Apartments or Another Lot or the property of Another Lot Owner or Occupier.

**24. USE OF LOT BALCONY**

24.1 If an Owner's or Occupier's Lot includes a Balcony the Owner or Occupier of that Lot may keep planter boxes and outdoor furniture on the Balcony of the Lot if they are:-

- (a) approved by the Residential Owners Corporation;
- (c) are not dangerous;
- (d) are maintained in good condition and kept clean and tidy;
- (e) comply with the Management Statement; and
- (f) comply with all Laws and orders of any Authority.

24.2 If there are planter boxes on the Balcony of a Lot, the Owner or Occupier of a Lot must maintain the plantings within the planter box to the standard required by the Residential Owners Corporation and when watering the plants in the planter boxes located on the Balcony of the Lot ensure that no water goes onto or damages Another Lot or the Common Property.

**25. PRESERVATION OF FIRE SAFETY**

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier of a Lot to do anything on the Lot or in the Common Property that is likely to affect the operation of fire safety devices in the Residential Stratum or to reduce the level of fire safety in the Common Property or The Alto Apartments or Another Lot.

**26. SIGNAGE**

26.1 An Owner or Occupier of a Lot must not erect any signage within or on the Lot without the prior consent of the Residential Owners Corporation, which may be withheld in its absolute discretion.

26.2 The rights granted under By-Law 26.1 are granted on the condition that the signage:-

- (a) is approved by the Management Committee; and
- (b) complies with the Management Statement.

- 26.3 The Developer may place "For Sale" and "For Lease" signs on the interior of any window on the boundary of any Lot owned by the Developer without the consent of the Residential Owners Corporation.
27. **RULES AND REGULATIONS REGARDING COMMON FACILITIES OR COMMON PROPERTY**
- The Residential Owners Corporation is empowered to make rules and regulations relating to the management and operation of the Common Facilities and the Common Property.
28. **SECURITY KEYS**
- 28.1 The Residential Owners Corporation:-
- (a) must give the Owner or Occupier of a Lot a Security Key(s) for the Residential Stratum and the Common Property; and
  - (b) may give the Owner or Occupier of a Lot a Security Key(s) if the Residential Owners Corporation restricts access to parts of the Common Property under By-Law 28.5.
- 28.2 The Residential Owners Corporation may charge the Owner or Occupier of a Lot a fee or bond for any Security Key(s) issued or for any extra or replacement Security Key(s).
- 28.3 A person to whom a Security Key(s) is made available must:-
- (a) not duplicate or copy the Security Key(s);
  - (b) immediately notify the Residential Owners Corporation if the Security Key(s) is lost or misplaced;
  - (c) when requested by the Residential Owners Corporation, immediately return the Security Key(s) to the Residential Owners Corporation; and
  - (d) take all reasonable steps to safe guard the Security Key(s) against loss, damage or theft.
- 28.4 Owners and Occupiers of a Lot and/or residential property managers will be responsible for arranging replacement of lost Security Key(s) after authorisation has been given by the Residential Owners Corporation. Identification and/or proof of tenancy will be required prior to authorisation for replacement keys and the reasonable cost and expense of replacement keys will be charged for Owners, Occupiers, and/or property managers who may require replacement Security Key(s).

28.5 The Residential Owners Corporation may:-

- (a) close off or restrict by Security Key(s) access to parts of Common Property that do not give access to a Lot; and
- (b) restrict by Security Key(s) access to levels in the Residential Stratum where the Owner or Occupier of a Lot does not own or occupy a Lot.

**29. AIR CONDITIONING**

29.1 Any Owner or Occupier of a Lot who wishes to install air conditioning into their Lot must make written application to the Executive Committee of the Residential Owners Corporation.

29.2 The Residential Owners Corporation must not unreasonably withhold its consent to an application made in writing pursuant to By-Law 29.1 subject to the Owner or Occupier of the Lot making application (the "Applicant") and complying with the following:-

- (a) all requirements of the Residential Owners Corporation and, in particular, air conditioning installation requirements and By-Laws of the Residential Owners Corporation;
- (b) the air conditioning outlet, the coolant pipes, plant and equipment and electrical wiring connecting the air conditioning outlet in the Lot to the condenser on the plant location (hereinafter called the "air conditioning equipment") must be installed by a qualified contractor approved by the Residential Owners Corporation and located as directed by the Residential Owners Corporation;
- (c) the type of unit to be installed on the air conditioning plant location on the roof of the building must be approved by the Residential Owners Corporation;
- (d) all installation and maintenance costs of the air conditioning equipment are at the sole cost of the Applicant;
- (e) all approvals for installation of air conditioning equipment will be conditional upon the Applicant agreeing to maintain the equipment to the satisfaction of the Management Committee which can require the Residential Owners Corporation to remove any air conditioning equipment in a state of disrepair;
- (f) the Applicant must procure its contractor to install the air conditioning equipment at such times as the Residential Owners Corporation may stipulate at their sole discretion;

- (g) the Applicant will be responsible (at its cost) to make good all damage to the Building, Residential Stratum, Common Property, The Alto Apartments and Another Lot;
- (h) If the Applicant fails to make good in accordance with sub-paragraph (g) within a reasonable time of written notice to do so by the Residential Owners Corporation, then the Residential Owners Corporation may repair and make good any such damage at the cost of the Applicant which cost will become a debt due and owing by the said Owner or Occupier to the Residential Owners Corporation;
- (i) all works carried out in connection with installation of air conditioning equipment and its removal must be carried out in a good and tradesman like manner at the expense of the Applicant; and
- (j) No air conditioning equipment shall permitted to be installed in the windows or on the balcony of any Lot other than in accordance with By-Law 29.4.

29.3 The following By-Laws regulate the installation of air conditioning into the Lots:-

- (a) other than an installation of an air conditioning unit in accordance with By-Law 29.4 any installation of air conditioning equipment must be connected to the air conditioning plant locations on the roof of the Building which is part of the Residential Stratum as indicated on the Location Plan;
- (b) all air conditioning units to be installed must be air conditioning systems, approved by the Residential Owners Corporation, and must comply with all consent Authority requirements and be installed within the ceiling or the wall within the Lot;
- (c) Owners or Occupiers of a Lot requesting installation of air conditioning to the Lot must ensure when connecting the air conditioning equipment that the roof membrane of the Building is adequately protected;
- (d) any damage caused to the common area including the roof or the roof membrane must be made good in a good and tradesman like manner by the relevant Owner or Occupier of the Lot at the cost of the relevant Owner or Occupier of a Lot; and
- (e) the installation of air conditioning equipment, referred to in this By-Law 29, on the roof or within the Lot, must be in accordance with all approvals as may be required by any Authority or Council, all relevant Standards, manufacturers' specifications and in a manner to prevent vibration both on the roof and within The Alto Apartments.

29.4 An Owner or Occupier of Lots 42, 57, 59, 69, 74, 77, 79, 82, 83, 84 and 102 may install an air conditioning unit on the balcony of a Lot provided:

- (a) approval is obtained from the Residential Owners Corporation which shall not unreasonably withhold its approval provided the conditions of this By-Law are complied with;
- (b) the air conditioning unit is located behind a suitably designed ventilated screen which restricts the visibility of the air conditioning unit from the street;
- (c) the screen is painted to match the adjoining walls; and
- (d) the air conditioning unit is mounted on the floor of the balcony upon resilient mountings to minimise noise transfer to the Building and in accordance with all relevant regulations of an Authority and Council.

### 30. STRATA MANAGER


The Residential Owners Corporation must appoint and retain a Strata Manager under section 28 of the Management Act. The Strata Manager appointed and retained by the Residential Owners Corporation under this By Law must be the same strata manager appointed by the Management Committee under Clause 19 of the Management Statement.

### 31. AMENDING BY-LAWS

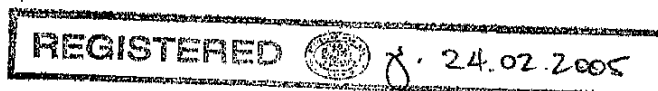
The Residential Owners Corporation may add, change or cancel By-Laws only if:-

- (a) the addition, change or cancellation complies with the provisions of the Management Statement about adding, changing or cancelling By-Laws;
- (b) it consults with the Management Committee before adding, changing or cancelling a By-Law; and
- (c) adding, changing or cancelling the By-Law does not conflict with the Management Statement.

Signed by Moweno Pty Limited ACN 002 099 694  
in accordance with its constitution:

*Sole*  
  
.....  
Director & Secretary  
Name:

.....  
Director  
Name:



Mortgagee under Mortgage No. AA324423

Signed at Sydney this 6th day of

January 2005 for National

Australia Bank Limited ABN 12 004 044 937

by **Fiona Ferguson** its duly

appointed Attorney under Power of Attorney

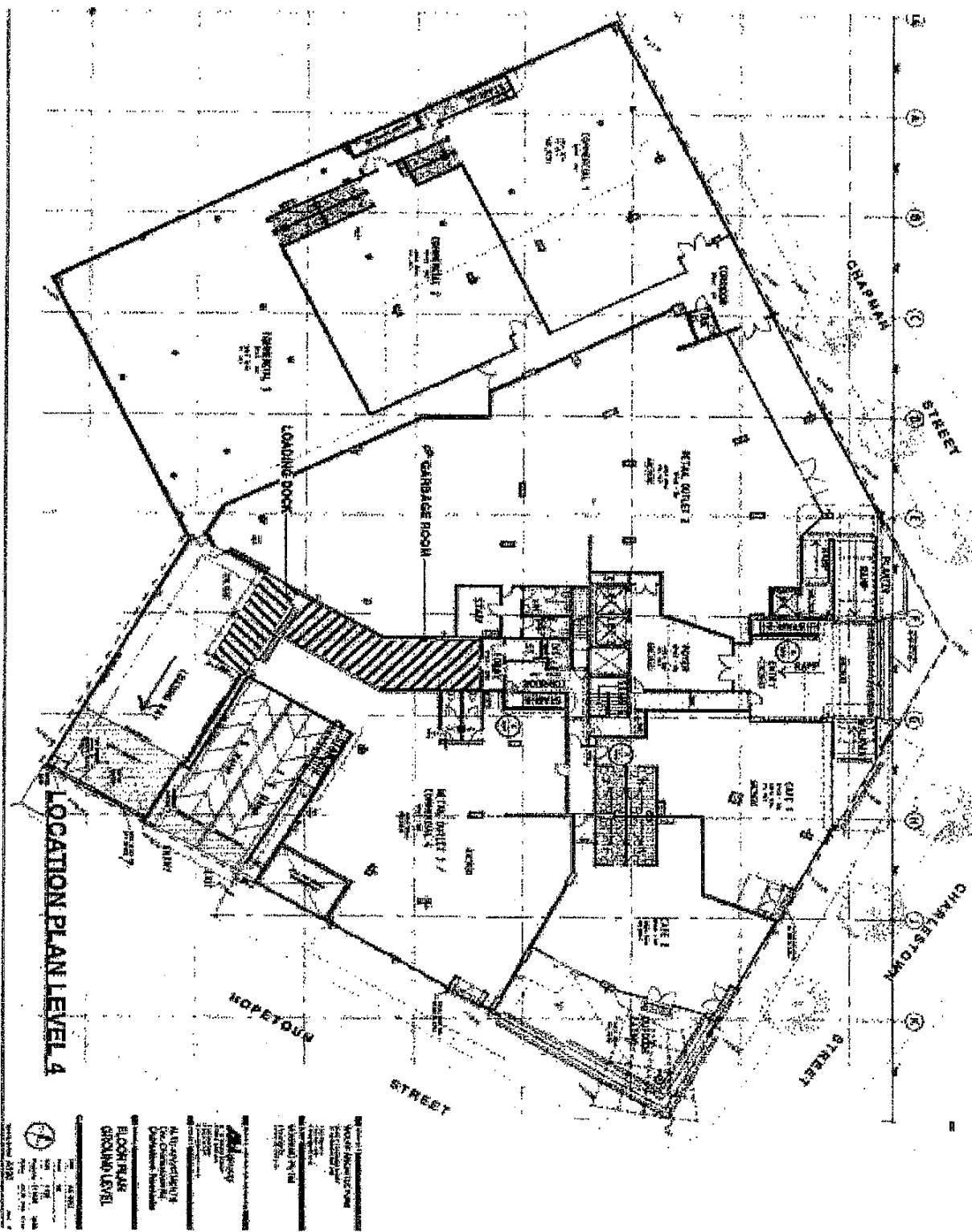
No. 549 Book 3834

.....  
Manager

.....  
Witness/Bank Officer

Mandy Sak  
255 George Street, Sydney NSW

**SP74481**



ORIGINAL SHEET IS DELETED (2005/5002) (2005/5002)

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**SP74481**

**STRATA SCHEMES (FREEHOLD DEVELOPMENTS) ACT 1973**

**Division 2B  
Sections 28R-28W  
Schedule 1C**

**STRATA MANAGEMENT STATEMENT**

**WARNING**

**INTRODUCTION**

The terms of this Strata Management Statement are binding on:

- (a) The Owners Corporation; and
- (b) A proprietor, mortgagee in possession, occupier or lessee of any of the Strata Lots in the Strata Schemes; and
- (c) Any other person in whom the fee simple of any part of the building or its site (being a part affected by this Statement) is vested for the time being or the mortgagee in possession, occupier or lessee of any such part.

**1. DEFINITIONS AND INTERPRETATION**

In this Statement, unless a contrary intention appears:

**Act** means the Strata Schemes (Freehold Development) Act 1973 and Regulations.

**The Alto Apartments** comprises the Lots and Common Property within the Strata Schemes.

**Annual General Meeting** means the annual meeting of the Building Management Committee referred in clause 2.6.

**Approved Insurer** has the meaning assigned to it by the Act.

**Authorised Person** means in respect of any Owner every person authorised by that Owner in accordance with clause 8 for the purposes of any right created by clauses 6.1(b) and 7.2 in this Statement.

**Authority** means any government or local government department or any local or statutory authority or any other authority having jurisdiction or authority in relation to the Building.

**Building** means the building erected for the time being upon 316 Charlestown Road, 1A Hopetoun Street and 4 Chapman Street, Charlestown at the date of registration of this Statement.

**Building Management Committee** means the committee constituted pursuant to clause 2.1

**Business Day** means any day that is not a Saturday, Sunday or gazetted public holiday in New South Wales.

**Commercial Building** means that part of the Building affected by the Commercial Strata Scheme.

**Commercial Owners Corporation** means the Owners Corporation constituted by section 11 of the Management Act on registration of the Commercial Strata Plan.

**Commercial Strata Lot** means a lot in the Commercial Strata Plan.

**Commercial Strata Plan** means the strata plan subdividing Lot 2 in the Deposited Plan into lots and common property under the Act.

**Commercial Strata Scheme** means the strata scheme constituted on registration of the Commercial Strata Plan and this Statement.

**Conducting Medium** means any wire, cable, pipe, line, duct, chute, drain, equipment, water storage tank, cooling tower, kitchen or other exhaust flue or duct or other apparatus within the Commercial Building and or the Residential Building (as the case may be) through or in which a Service passes or is stored or contained, existing at or installed after the date of registration of this Statement.

**Council** means the council or authority having the jurisdiction or authority to approve the development or redevelopment of the land on which the Building is erected.

**Damage Policy** has the meaning assigned to the phrase "damage policy" by section 82 of the Management Act.

**Defaulting Owner** means an Owner which fails to pay its share of the Share Costs as referred to in clause 5.2.

**Deposited Plan** means deposited plan

**Developer** means Moweno Pty Limited ACN 002 099 694.

**Employees** means employees, servants, agents and contractors.

**Equipment** means any air conditioning unit and motor, any exhaust fan and motor, any pump and motor, any storage tank, and any aerial, TV antenna, communications dish or any other communications equipment together with associated pipes, wires, cables and ducts existing at or installed after the date of registration of this Statement.

**Excluded Services** means

- All interior fixtures, furniture, furnishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

- All pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

**Functions** include power, authority and duty.

**Garbage Room** means the shared facility located in the Commercial Scheme as indicated on the Location Plan for use as a garbage room.

**Government Agency** means any governmental or semi-government administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

**Insurer** means the party with whom the insurances referred to in clause 4.1(a) is effected.

- (a) all insurances required by the Management Act to be taken out by the Owners including, without limitation, a Damage Policy for the Building with an Approved Insurer; and
- (b) any other insurance determined by the Building Management Committee to be Insurances.

**Lots** means the Residential Strata Lots and Commercial Strata Lots and Lot means any of them.

**Management Fee** means any fee agreed by the Owners to pay to any manager appointed pursuant to clause 2.5(f).

**Management Act** means the Strata Schemes Management Act 1996 and regulations.

**Manager** means any person appointed by the Building Management Committee to be the manager for the purposes of this Statement.

**Operating Costs** means the costs of operating, repairing, maintaining, cleaning, replacing, renovating the Shared Facilities (including but not limited to the Repair Costs, lighting, cleaning, water usage, gas and electricity costs), and where the actual cost is not known means an estimate determined by the Building Management Committee.

**Owner** means the Commercial Owners Corporation or the Residential Owners Corporation.

**Owners Corporations** means the Residential Owners Corporation and the Commercial Owners Corporation and Owners Corporation means either.

**Repair** means to clean, repair, maintain, renew, renovate or replace and Repaired and Repairing have the correspondence meaning.

**Repair Costs** means the costs of Repairing the Shared Facilities.

**Representative** means a natural person appointed or selected in accordance with a special resolution or by-law made by each Owner.

**Residential Building** means that part of the Building affected by the Residential Strata Scheme.

**Residential Owners Corporation** means the Owners Corporation constituted by section 11 of the Management Act on registration of the Residential Strata Plan.

**Residential Strata Lot** means a lot in the Residential Strata Plan.

**Residential Strata Plan** means the strata plan subdividing Lot 1 in the Deposited Plan into lots and common property under the Act.

**Residential Strata Scheme** means the strata scheme constituted on registration of the Residential Strata Plan and this Statement.

**Roof** means the roof areas of the building being the roof above Level 9 and the Roof above the Ground Floor.

**Service** means a water, sewerage, drainage, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, and television or radio impulses or signals service.

**Share** means in respect of each Owner that Owner's proportion of the Share Costs. The Commercial Owners Corporation's share is 3% and the Residential Owners Corporation's share is 97% of all Shared Costs except the premium for the Damage Policy with an Approved Insurer, which is apportioned between the Owners in accordance with clause 4.3.

**Shared Costs** means:

- (a) the Management Fee (if any);
- (b) the Operating Costs;
- (c) expenses in relation to the Insurances; and
- (d) all other amounts determined from time to time by the Building Management Committee to be Shared Costs.

**Shared Facilities** means the facilities, machinery, plant, services, areas, parts of the Building, Equipment common to the Commercial Building and the Residential Building (at the date of this Statement) including but not limited to the facilities generally described in Schedule One and such other facilities as may be determined by the Building Management Committee to be Shared Facilities.

**Statement** means this strata management statement.

**Strata Manager** means the person from time to time appointed by the Building Management Committee under Clause 19.

**Strata Schemes** means Residential Strata Scheme and Commercial Strata Scheme and Strata Scheme means either.

**Substitute Representative** means a natural person appointed by or selected in accordance with a special resolution or by-law made by an Owner to exercise the functions of that Owner's Representative in the absence of that Representative.

**Unanimous Resolution** means a resolution of the Building Management Committee passed by all members of the Building Management Committee present and voting.

**Year** means each consecutive period of 12 months during the term of this Statement the first commencing on the date of registration of this Statement.

## 1.2 Interpretation

In this Statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) expressions importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;
- (e) a reference to a part, clause, party annexure is a reference to a part of clause of, and a party, annexure, exhibit and schedule to the Statement;
- (f) A reference to any statute, regulation, proclamation, ordinance or by-laws includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- (g) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Statement nor any part of it.

## 2. BUILDING MANAGEMENT COMMITTEE.

### 2.1 Establishment and Composition

There is hereby established a Building Management Committee comprised of the following members:

- (a) the Commercial Owners Corporation - two members; and
- (b) the Residential Owners Corporation- two members.

- 2.2 Each member of the Building Management Committee may be represented for the purposes of the Building Management Committee by a Representative or a Substitute Representative. Notice in writing of the appointment of a Representative and Substitute Representative must be given to the Building Management Committee.
- 2.3 For the purposes of this Statement, a Representative whose term of office has not expired or been terminated is taken to be the Owner so represented.
- 2.4 The Building Management Committee may appoint from any member who is a natural person or a Representative, a chairman for each meeting, and may appoint such other office bearers as the Building Management Committee considers necessary from time to time to perform such functions as determined by the Building Management Committee, which chairman has no casting vote.

2.5 **Functions of the Building Management Committee**

The Functions of the Building Management Committee are to:

- (a) make decisions regarding the Insurances;
  - (b) make decisions concerning the Shared Facilities including without limitation the manner in which, and by whom, they are to be repaired;
  - (c) make decisions concerning the Shared Costs, including without limitation;
    - (i) the manner in which they are to be paid;
    - (ii) the manner in which they are to be collected, levied, estimated and budgeted;
    - (iii) whether there should be a sinking fund (and if so the manner in which contributions should be made to, and monies paid from the sinking fund);
    - (iv) the manner in which contributions to the Shared Costs should be banked, the manner in which, and by whom, cheques are to be drawn.
- and other such matters relating to the Shared Costs;
- (d) consider, and where appropriate make a call for the payment of a Shared Costs;
  - (e) consider, and where appropriate make a decision concerning, a proposal submitted under clause 2.12;
  - (f) make decisions regarding the appointment of a Manager, the remuneration of the Manager and the Manager's Functions;
  - (g) monitor the performance of any Manager appointed by It; and
  - (h) deal with complaints made by any person affected by this Statement.

**2.6 Annual General Meeting**

- (a) The Building Management Committee must meet at least once each Year.
- (b) The Owners must agree between themselves as to the date and venue of the Annual General Meeting. In the event of failure to so agree an Owner may call an Annual General Meeting in the manner contemplated by clause 2.7 and the provisions of that clause will apply to the Annual General Meeting.
- (c) The Building Management Committee must consider at the Annual General Meeting the matters referred to in clauses 2.5(a), 2.5(b) and 2.5(c) but without limitation to its right to consider such matters at any other meeting. The Building Management Committee may decide other matters at the Annual General Meeting.

**2.7 Convening Matters**

- (a) An Owner may call a meeting of the Building Management Committee at any time by serving a notice on the other Owner. The notice must state the reason for the calling of the meeting and if it involves a proposal contemplated by clause 2.12 it may contain a form of the resolution which is proposed.
- (b) Such notice must give not less than 7 days notice of the date of the meeting and must nominate the venue for the meeting being a venue within the Building. In the case of an emergency, shorter notice may be given.

**2.8 Notices and minutes of meetings**

The Building Management Committee may effect procedure for preparing and distributing notices of meetings, agendas for meetings and minutes of all meetings and their distribution to each Owner.

**2.9 Quorum**

At any meeting of the Building Management Committee a quorum will consist of all persons who are members of the Building Management Committee. If a quorum is not present within half an hour from the time appointed for a meeting, the meeting will be adjourned for 2 Business Days to be held at the same time and at the same place notified for the original meeting. If an Owner fails or refuses to attend either of such meetings a dispute will be deemed to have arisen for referral in the manner contemplated by clause 12.

**2.10 Voting**

At all meeting of the Building Management Committee each member is entitled to vote.

**2.11 Building Management Committee Decisions**

All decisions of the Building Management Committee must be unanimous.

## **2.12 Proposals**

An Owner or its Representative may submit to the Building Management Committee a proposal:

- (a) to modify or Repair a Shared Facility;
- (b) recommending an additional facility that an Owner may wish to have installed as a Shared Facility in the Building;
- (c) to amend, terminate or renew a maintenance agreement in respect of a Shared Facility;
- (d) to enter into a maintenance agreement in respect of a Shared Facility;
- (e) appointing a Manger or a new Manager;
- (f) to vary any Manager's Functions; or
- (g) relating to the Insurances.

## **2.13 Amendments to this Statement**

The Building Management Committee may by Unanimous Resolution amend this Statement. The Owners shall cause each such amendment to be registered as soon as practicable after the relevant resolution has been passed.

## **2.14 Service of Notices**

- (a) A notice in connection with this Statement must be in writing.
- (b) A notice or other document may be served on the Owners Corporation in the manner contemplated by Chapter 7 of the Management Act.
- (c) A notice or other document may be served on the Building Management Committee by serving it on the Owners severally.

## **2.15 Date when effective**

Unless a later time is specified in it, a notice takes effect from the time it is received.

# **3 RIGHTS AND OBLIGATIONS OF OWNERS**

## **3.1 Obligations of the Owners**

The Owners must:

- (a) effect and maintain the Insurances;



- (b) ensure that the Building Management Committee is and remains properly constituted in accordance with the Act and this Statement;
- (c) ensure there is in place at all times a policy of the Building Management Committee regarding:
  - (i) the Repair of the Shared Facilities; and
  - (ii) the manner in which the Owners must contribute to the Shared Costs;
- (d) ensure that the Building Management Committee convenes an Annual General Meeting each Year and considers the matter referred to in clauses 2.5(a), 2.5(b) and 2.5(c); and
- (e) cause or permit, and not do anything to hinder, the implementation of the decisions made by the Building Management Committee.

### **3.2 Appointment of Manager**

- (a) The Building Management Committee may appoint a suitably qualified person to act as Manager and delegate to that person such Functions, as it deems appropriate.
- (b) Notwithstanding such delegation under this clause, the Building Management Committee may continue to exercise all its Functions which the Manager has been authorised to perform.

## **4. INSURANCE**

### **4.1 Required Insurance**

- (a) The Owners must insure the Building and keep the Building insured under a Damage Policy effected with an Approved Insurer in their joint names and in the name of any mortgagee as may be appropriate.
- (b) The Owners must ensure that any relevant information known to them and relating to the Insurances is provided to the Approved Insurer from time to time.

### **4.2 Insurance Premiums**

- (a) A person bound by this Statement must not, without the prior written consent of the Building Management Committee, do or permit anything which may invalidate or suspend any Insurance or increase the premium for Insurances effected under this Statement and the Management Act.
- (b) If a person bound by this Statement does anything which increases a premium for Insurance effected under this Statement or the Management Act then that person must pay any resulting additional premium.

#### **4.3 Contributions to Insurance**

Each of the Owners must contribute to the premium for insurance effected under clause 4.1(a) in the relative proportion of replacement value as required by Chapter 3, Part 4 of the Management Act and must contribute to the premium for any other policy taken out jointly regarding the Building in the same manner as if it were a Shared Facility or as otherwise agreed.

### **5 FINANCIAL MATTERS**

#### **5.1 Contributions to Shared Costs**

Each of the Owners must contribute to the Shared Costs and pay its Share. The manner in which the Shared Costs will be collected and paid shall be determined by the Building Management Committee.

#### **5.2 Defaulting Owner**

If an Owner fails to pay its Share, the Owner who is not the Defaulting Owner may give to the Defaulting Owner not less than 14 days notice of its intention to pay the Defaulting Owner's Share and, if such failure continues after expiration of such notice, may pay the Defaulting Owner's Share of the Shared Costs and may recover that amount from the Defaulting Owner as a debt due and owing with interest at the rate of 2% per annum above the highest overdraft rate from time to time charged by the Commonwealth Bank. The interest is to be computed on a daily basis from the date on which the payment is made by the non defaulting Owner and is chargeable until payment in full of the amount and interest to the non defaulting Owner. A certificate by the non defaulting Owner to the Defaulting Owner as to the amount payable by the Defaulting Owner is prima facie evidence of that fact.

#### **5.3 Records and Books**

The Building Management Committee must cause proper records and books of account to be kept of all the items and costs contemplated by this Statement and must enter all matters and transactions usually entered in books of account kept by property managers.

### **6 RIGHTS AND OBLIGATIONS RELATING TO SERVICES**

#### **6.1 Services Rights**

Each Owner has at all times (subject to the provisions of this Statement) an unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the free and uninterrupted storage and passage of the Service to any extent consistent with the rights of other persons having the same or similar rights, along or through or in the Conducting Media that is for the time being in that part of the Building within the land of the other Owner and applicable to that Service;

- (b) to carry out an inspection of the Conducting Media to which the right relates;
- (c) in order to maintain, install, inspect, repair or replace any such Conducting Media;
  - (i) to enter such part of the Building within the land of the other Owner with such Employees in such manner as is reasonable in the circumstances; and
  - (ii) to remain there for such reasonable time as may be necessary in the circumstances, for the purpose of Repairing such Conducting Media or any part and for the purpose of making such excavations as may be reasonably necessary.

Subject to the conditions that:

- (iii) that part of the Building within the land of the other Owner is disturbed as little as possible; and
- (iv) any excavated, holed, trenched or otherwise affected surface is restored as nearly as possible to its original state; and
- (v) any other damage attributable to such operations is repaired.

## **6.2 Obligations Relating to Services**

- (a) Where a Conducting Medium subject to the rights created by clause 6.1 is used exclusively by an Owner it must be maintained in good order and repaired by the Owner entitled to such rights at the expense of that Owner and that Owner will have all the rights, entitlements and obligations contemplated by clause 6.1.
- (b) Where an Owner:
  - (i) has failed to carry out a responsibility imposed by sub-clause (a) of this clause 6.2; and
  - (ii) at least 7 days have passed since that failure first arose;

the other Owner may take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense incurred from the Owner in default.

## **6.3 Joint Use of Services**

Where a Conducting Medium subject to the rights created by clause 6.1 is used jointly by the Owners, so much of the Conducting Medium as is so jointly used in that part of the Building within the land of an Owner shall be maintained in good order and repaired by that Owner at the Owner's expense and that Owner may recover a proportion of such expense from the other Owner equal to the other Owner's proportion of Shared Costs.

## **7 RIGHTS AND OBLIGATIONS RELATING TO SHARED FACILITIES**

### **7.1 Obligation to keep Shared Facility in Site**

Where a Shared Facility is located in a part of the Building within the land of an Owner, that Owner shall permit such Shared Facility to remain in site and must not remove, alter or disturb it except at the direction of the Building Management Committee.

### **7.2 Inspection of Shared Facilities**

Each Owner and its Authorised Persons has at all times, subject to the provisions of this Statement, the unrestricted right to carry out an inspection of the Shared Facilities (or any of them) contained in that part of the Building within the land of the other Owner.

### **7.3 Access for Repairing Shared Facilities**

Subject to clauses 6.2 and 6.3 in order to maintain, install, inspect, repair or replace the Shared Facilities each Owner must permit any person authorised by the Building Management Committee from time to time:

- (a) to enter such part of the Building within the land of the Owner and in such manner as is reasonable in the circumstances; and
- (b) to remain there for such reasonable time as may be necessary in the circumstances, for the purpose of Repairing the Shared Facilities and for the purpose of making such excavations as may be reasonably necessary to carry out such work.

Subject to the conditions that:

- (c) that part of the Building within the land of the other Owner is disturbed as little as possible; and
- (d) any excavated surface is restored as nearly as possible to its original state; and
- (e) any other damages attributed to such operations is repaired.

## **8 ACCESS RIGHTS**

### **8.1 Authorised Persons**

Where an Owner seeks to exercise a right of access for the purpose of inspection created by clause 6.1(b) or 7.2 such right must be exercised by an Authorised Person approved by that Owner for this purpose and notified in writing to the other Owner.

### **8.2 Conditions of Access**

In the exercise of its rights in clauses 6.1(b), 6.1(c), 6.2 and 7.2 an Owner:

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- (a) must give the other Owner not less than 24 hours notice of its intention to enter the Building within the land of the other Owner (except in the case of an emergency when no notice is required); and
- (b) must comply with and ensure any Authorised Person complies with, the reasonable requirements of the other Owner when carrying out its rights in this clause.

**9 EQUIPMENT BELONGING TO COMMERCIAL STRATA LOT OWNER**

**9.1 Rights of Commercial Owners Corporation to have Equipment on Roof**

- (a) The Commercial Owners Corporation has the right at all times to:
  - (i) erect or install Equipment on the Roof; and
  - (ii) the right to connect such Equipment to the Commercial Building.
- (b) The right conferred by this clause 9.1 carries with it such ancillary rights and powers as may be necessary to render it effective.
- (c) Upon erection or installation, the Equipment shall be subject to the rights and obligations created by clause 6 in relation to a Conducting Medium.

**9.2 Additional Obligations of the Commercial Owners Corporation relating to the Equipment**

The Commercial Owners Corporation, upon erection or installation of the Equipment:

- (a) must comply with the requirements of all authorities and notices of all authorities relating to the Equipment;
- (b) releases the Building Management Committee and the Residential Owners Corporation from any claims, costs, expenses and damages relating to the Equipment; and
- (c) Indemnifies the Building Management Committee and the Residential Owners Corporation and agrees to keep the Building Management Committee and the Residential Owners Corporation indemnified in respect of any claims, costs, expenses and damages which the Residential Owners Corporation may suffer or incur in connection with the Equipment other than that which may be caused by the Owners Corporation or Its Employees.

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**10 DAMAGE OR DESTRUCTION TO THE BUILDING**

**10.1 Definitions**

- (a) For the purpose of this clause:

Total Loss Damage means damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building.

Partial Damage means any damage to the Building or any part of it which is not Total Loss Damage.

- (b) This clause 10 is subject to any order made under section 50 or 51 of the Act.

**10.2 Partial Damage**

- (a) The following provisions apply in the event of Partial Damage.
- (b) The Owners and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.
- (c) Where Partial Damage is confined to that part of the Building within the land of an Owner (in this clause 10.2(c) called the "affected Owner") the monies received by the Owners and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be paid to the affected Owner and such monies shall forthwith be applied by the affected Owner in the rebuilding, replacing, repairing or restoring the portion of the Building so damaged, as the case may require.
- (d) Where Partial Damage is not confined to that part of the Building within the land of an Owner the monies received by the Owners and any mortgagee having interest in the Insurances in respect of such Partial Damage shall be divided between the Owners in such equitable manner as the Owners may agree having regard to the cost of making good the Partial Damage and such monies shall forthwith be applied by the Owners in rebuilding, replacing, repairing or restoring the portion of the Building so damaged, as the case may require.
- (e) Each Owner shall be entitled to reasonable access to that part of the Building within the land of the other Owner for the purpose of effecting such repairs.

**10.3 Total Loss**

- (a) The following provisions apply in the event of Total Loss Damage.
- (b) The Owners and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:
- (i) the Insurer to elect reinstatement as the basis of settlement; and

- (ii) to the Authorities with a view to reinstating the Building in accordance with its original design. The Owners must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.
- (c) The Owners and any mortgage having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue claim if necessary.
- (d) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:
  - (i) each Owner shall receive a proportion of the proceeds of the insurance paid by the Insurer in the same proportion that the premium was payable by it;
  - (ii) the Owners and any mortgagee having an interest in the Insurances will ensure that any monies paid to them are applied in this manner;
  - (iii) neither Owner has an obligation to apply such proceeds towards reinstatement of its building;
  - (iv) each Owner must advise the other of its decision whether or not it will reinstate its building within a reasonable time of such payment; and
  - (v) The Owners must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

## **11 NATURE OF OBLIGATIONS**

- 11.1 The obligations of each Owner under this Statement are several and not joint and, accordingly no Owner incurs a liability to another Owner by reason only of the default of any other Owner.
- 11.2 Each Owner must promptly comply with its obligations under the Act and those contained or implied in this Statement.
- 11.3 An Owner and its Authorised Persons and any Employee, whilst within the land of the other Owner in the exercise of rights under this Statement, shall remain there at their own risk entirely and release to the extent not excluded by law that other Owner from all claims, liabilities and expenses incurred as a result of injury or loss of life or damage to property occurring within the land of that other Owner unless such claim, liability or expense arises as a result of negligence on the part of that other Owner or any of its agents, visitors or Employees.

## **12 DISPUTE RESOLUTION**

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### **12.1 Notice of dispute**

- (a) If a dispute arises between the Owners in connection with this Statement then the other Owner may serve on the other Owner with whom they have a dispute a written notice of dispute following which this clause applies.
- (b) The Owners agree that:
  - (i) they will undertake in good faith to use all reasonable endeavours to resolve a dispute which arises between them; and
  - (ii) if the Owners cannot resolve the dispute within 14 days after service of the notice, the dispute must be submitted for resolution in accordance with this clause.

### **12.2 Form of notice**

A dispute notice served under this clause must:

- (a) specify the matter in dispute;
- (b) identify the provisions of the Act, Statement or other legislation relevant to the dispute;
- (c) state the position of the Owner giving the notice;
- (d) set out the facts and other circumstances on which the Owner giving the notice relies; and
- (e) have attached to it copies of correspondence and other documents referred to in the dispute notice.

### **12.3 Referral of dispute**

- (a) If a dispute has not been resolved within the period referred to in clause 12.1(b)(ii) then any Owner may give written notice to the other Owner that the dispute is to be referred for resolution by a Senior Lawyer.
- (b) If the Owners cannot agree on the appointment of a Senior Lawyer within 7 days of giving the notice under clause 12.3(a) then an Owner may request the President of the Law Society of New South Wales to appoint a Senior Lawyer to determine the dispute.
- (c) An appointed Senior Lawyer acts as an expert not as an arbitrator and the Senior Lawyer's decision, including any decision as to expense arising from the dispute and costs associated with it, is final and binding on the Owners.



- (d) Within 7 days of appointment of a Senior Lawyer, each Owner involved in the dispute must provide to the Senior Lawyer and to the other Owner all of the information in its possession and must use all reasonable endeavours to ensure that its employees, agents and consultants are available to provide further information required by the Senior Lawyer. If an Owner makes a written submission to the Senior Lawyer it must at the same time provide a copy of the submission to the other Owners.
- (e) The Senior Lawyer may appoint an expert consultant to advise on any aspect of the dispute.
- (f) The Senior Lawyer must be instructed to resolve the dispute and notify the Owners of the resolution within 1 month of the date of the Senior Lawyer's appointment or within such other period as the Senior Lawyer reasonable determines.
- (g) No Owner may commence or maintain any action whether by way of legal proceedings or arbitration relating to the dispute until it has been resolved under this clause.

### **13 BUILDING COMPLIANCE**

#### **13.1 Codes Compliance**

Subject to this Management Statement, the Members, Owners and Occupiers must obtain necessary consents from the Management Committee before they carry out works in The Alto Apartments or a Lot of The Alto Apartments.

#### **13.2 No Requirements for Consent - Residential**

The Members, Owners and Occupiers of the Residential Stratum may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services in the Residential Stratum where such works do not in any way affect structural or common property walls, ceilings, columns, services, acoustically treated or fire rates surfaces without the need for consent from the Management Committee. A person bound by these standards must not modify or add to the Lot of the Residential Stratum so that the modification or addition is visible from outside the Lot unless the Management Committee by Resolution approves an application for the modification or addition.

#### **13.3 No Requirements for Consent - Commercial**

Provided consent from the relevant Authority has been obtained, the Member, Owner and Occupier of the Commercial Stratum may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services in the Commercial Stratum without the need for consent from the Management Committee provided the refurbishment works, fitout and modifications comply with the requirements of any Authority.

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### 13.4 Compliance with Clause 13

Compliance with Clause 13 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

### 14 NO INCONSISTENCY

14.1 Each Owner or person bound by this Statement must use its best endeavours to ensure that no amendment or alteration is made to any of the following documents which would have the result that a provision or term of that document is or might become inconsistent with a term or provision of this Statement.

- (a) the strata by-laws of the Residential Strata Scheme;
- (b) the strata by-law of the Commercial Strata Scheme;
- (c) the Residential Strata Plan; or
- (d) the Commercial Strata Plan.

14.2 If an Owner breaches this clause, the relevant Owner is in default under this Statement.

14.3 If a proprietor or occupier of a Lot (or a chargee or mortgagee in possession of a Lot) breaches this clause then that person is in default under this Statement. Each Owners Corporation must use its best endeavours to ensure that the proprietor or occupier of a Lot in its respective Strata Scheme does not breach this clause.

14.4 If there is an Inconsistency between an easement, right, affectation or restriction in the Deposited Plan, the Residential Strata Plan, Commercial Strata Plan or any Section 88B or other instrument, and a term of this Statement, this Statement prevails and takes precedence.

### 15 ACCESS

Either Owner may access any part of the Building to do something required or contemplated by this Statement.

If access is not specifically provided for in this Statement, an Owner gaining access must pay any costs associated with or caused by that access.

### 16. CAR PARK

16.1 Some areas of the Car Park in The Alto Apartments are a Shared Facility as detailed in Schedule One.

16.2 The Owner and Occupier of a Lot who is allocated a Car Space for that Lot must:

- (a) park only on the Car Space allocated to the Lot;
- (b) only drive in the direction indicated by arrows in the Car Park;

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- (c) when driving a motor vehicle in the Car Park not exceed the speed of 5 kph;
  - (d) co-operate with other lot Owners or Occupiers in the Car Park; and
  - (e) keep the Car Space clean and tidy.
- 16.3 The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not:
- (a) park vehicles greater than the Car Space;
  - (b) use the Car Space of another Owner or Occupier of a Lot;
  - (c) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;
  - (d) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee, which may not be unreasonably withheld; or
  - (e) Use or store any inflammable chemical, liquid or gas or other inflammable material in any Car Space other than any fuel or gas in a fuel tank of a motor vehicle.
- 16.4 The Management Committee must:
- (a) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;
  - (b) provide adequate security for the Car Park;
  - (c) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.
- 16.5 The Management Committee may charge the Commercial Owners Corporation, the Residential Owners Corporation, the Owners or Occupiers of a Lot in the Residential Stratum and the Owners or Occupiers of a Lot in the Commercial Stratum a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under Clause 16.4.
- 16.6 The Residential Owners Corporation, the Commercial Owners Corporation and the Owners and Occupiers of a Lot must notify the Management Committee promptly if an access key, security key or necessary access device is lost or misplaced by the relevant party.
- 16.7 The Management Committee, Owners and Occupiers of a Lot, the Commercial Owners Corporation and the Residential Owners Corporation acknowledge the rights of the Owners or Occupiers of a lot in the Residential Stratum and the Commercial Stratum to

use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the Conveyancing Act 1919 (NSW).

**17 RESTRICTION ON THE HOURS OF OPERATION**

17 The Owner or Occupier of any Lot shall not permit food or drinks to be served to the outside dining areas of any Lot in the Commercial Strata Plan before 7.00am or after 10.30pm.

**18 SIGNAGE**

18.1 The Developer may place "For Sale" and "For Lease" signs on the interior of any window on the boundary of any Lot owned by the Developer.

18.2 Other than as permitted in 18.1 the Owners and Occupiers of Lots in the Commercial Stratum shall only affix signs to the exterior walls of the Alto Apartments in the locations and in the dimensions detailed in the signage plan contained in Schedule 2.

18.3 The Owner of any Lot in the Commercial Stratum for which a sign has been affixed as provided in clause 18.2:

- (a) Are, at their own expense, responsible for the cleaning, maintenance, keeping in a state of good repair and replacement, when necessary, of the sign;
- (b) Must indemnify the Building Management Committee and the Owners Corporation from all claims and liabilities arising from the sign; and
- (c) Must paint any conduit the same colour as the surrounding surface.

**19 APPOINTING THE STRATA MANAGER**

19.1 The Building Management Committee may appoint a Strata Manager to manage the Building Management Committees functions relating to the Alto Apartments.

19.2 Subject to Clause 19.3, the Building Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

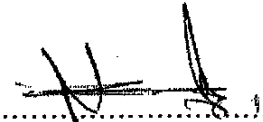
19.3 The Building Management Committee may not delegate the following functions to the Strata Manager:

- (a) functions which the Building Management Committee decides by Unanimous Resolution may be performed only by the Building Management Committee; and
- (b) the function to determine and levy the Fund and the Fund contributions on Members.

19.4 The fee for the Strata Manager for the term of appointment shall be the amount reasonably determined by the Building Management Committee.

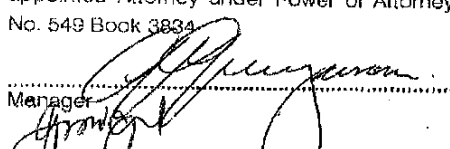
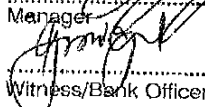
- 19.5 The agreement between the Building Management Committee and the Strata Manager must:
- (a) be in writing and be signed by each Member and the Strata Manager;
  - (b) reserve the power for the Building Management Committee and the Officers to continue to exercise the functions which the Building Management Committee delegates to the Strata Manager; and
  - (d) have provisions regulating the rights of the Building Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.
- 19.6 Subject to this Clause, the Strata Manager under an agreement may undertake the following duties, without limitation:
- (a) performing the functions of the Secretary;
  - (b) performing the functions of the Treasurer;
  - (c) performing the functions of the Chairperson; and
  - (d) doing anything else that the Building Management Committee agrees is necessary for the operation and management of the Alto Apartments.
- 19.7 The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

**Signed by Moweno Pty Limited ACN 002 099 694  
In accordance with its constitution:**

  
.....  
~~Sole~~ Director & Secretary  
Name:

.....  
Director  
Name:

Mortgagee under Mortgage No. AA 324423  
Signed at Sydney this 10<sup>th</sup> day of  
February 2005 for National  
Australia Bank Limited ABN 12 004 044 937  
by **Fiona Ferguson** its duly  
appointed Attorney under Power of Attorney  
No. 549 Book 3834

  
.....  
Manager  
  
.....  
Witness/Bank Officer **GERALDINE L. MIGUEL**  
255 George Street, Sydney NSW



**SCHEDULE ONE**

**SHARED SERVICES**

1. Fire Stairs:

Fire stairs, or such part of them, between the level one car parking level and ground level of the building.

2. Level One Car Park and Ramps

The following parts and areas of the level one car parking level and the ramps from the level one car parking level to the ground level of the Building:

- (i) Ramps to and from the level one car parking level to the ground level of the Building;
- (ii) The driveways from the street level to the level one car parking level;
- (iii) All lighting, cleaning, emergency lighting and fire services;
- (iv) Any roller shutters and other traffic facilities used by both the Residential Strata Scheme and the Commercial Strata Scheme but excluding traffic boom gates and such like which are for the benefit of the Residential Strata Scheme;
- (v) Mechanical ventilation facilities including vents, ducting, controls, damping and wiring;
- (vi) Sprinklers and associated fire emergency services;
- (vii) Fire and emergency services including hydrants, boosters, fire extinguishers, hose reels and such like;
- (viii) Part of the Commercial Building in the basement car parking level over which the Residential Strata Scheme has a right of carriageway,

3. Building Perimeter Facilities

The following areas, services and facilities located generally on and around the perimeter of the ground level of the Building;

- (i) Landscaped areas including watering, plants, weeding and other attendances;
- (ii) Lighting which illuminates the external façade of the Building or parts of it;

- (iii) Entrance and foyer areas, front stairs and corridor to the Garbage Room for the use of both the Commercial Strata Scheme and Residential Strata Scheme.
- (iv) Canopy and awning attached to the exterior of the building between the Ground Floor and Level One.

4. The Lift and Lift Foyer:

Only that lift and lift foyer within the Commercial Strata Plan serving the Commercial Car Park and the Commercial Floor only.

The lift service located within the Residential Strata Plan is for the exclusive use of the Residential Strata Scheme and is not a shared facility.

5. Retention and Drainage Works:

Storm water pits, drains, grates, pipes, retention tank and other services located in all car parking levels of the Building and which are for the benefit of the Building generally and all such other drainage and sewerage works used by both the Residential and Commercial Buildings.

6. Electrical and other Services:

Electrical, gas, telecommunications and other services main distribution frames and facilities for the benefit of both the Residential and Commercial Buildings.

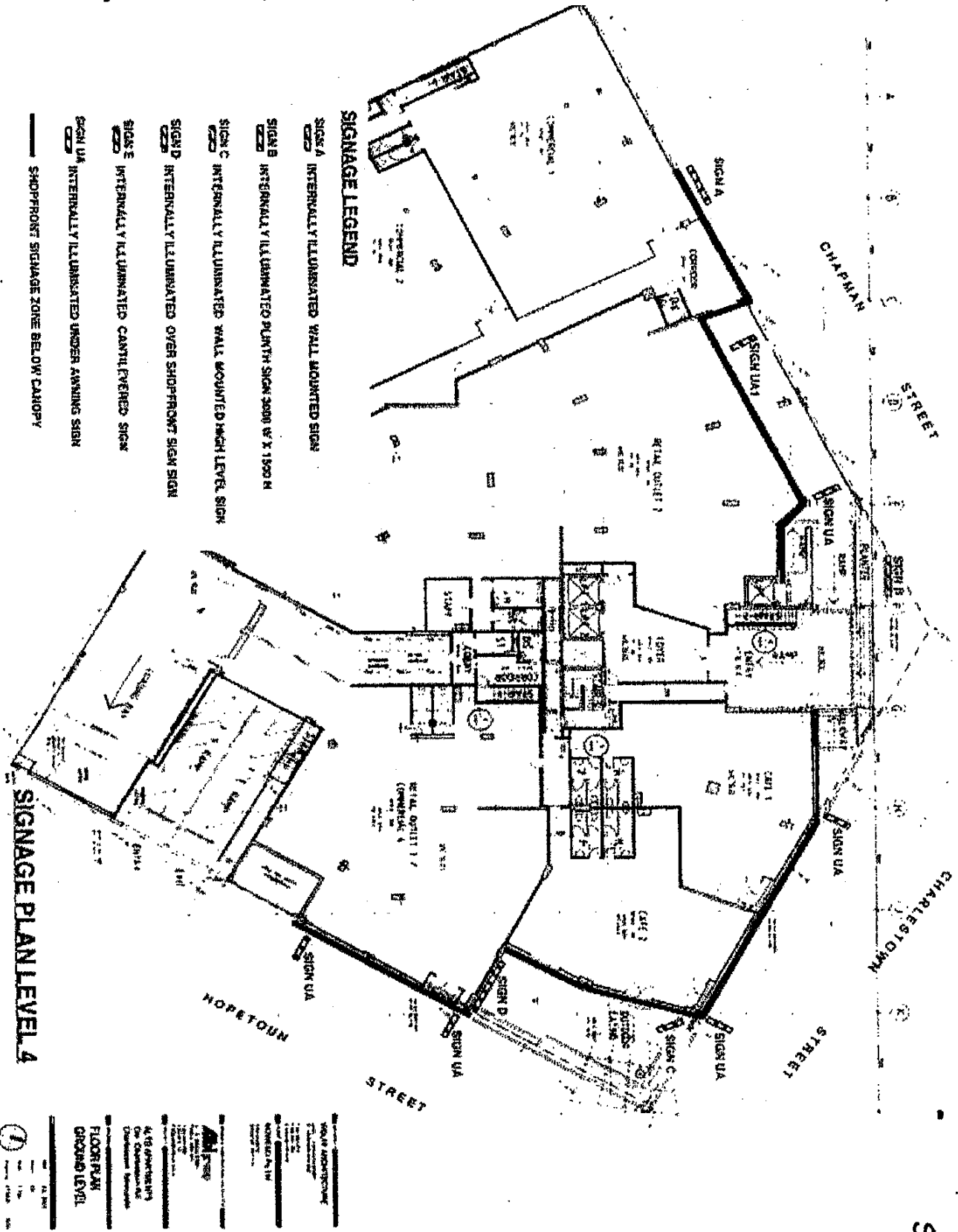
7. Garbage Room:

The Building Management Committee must:

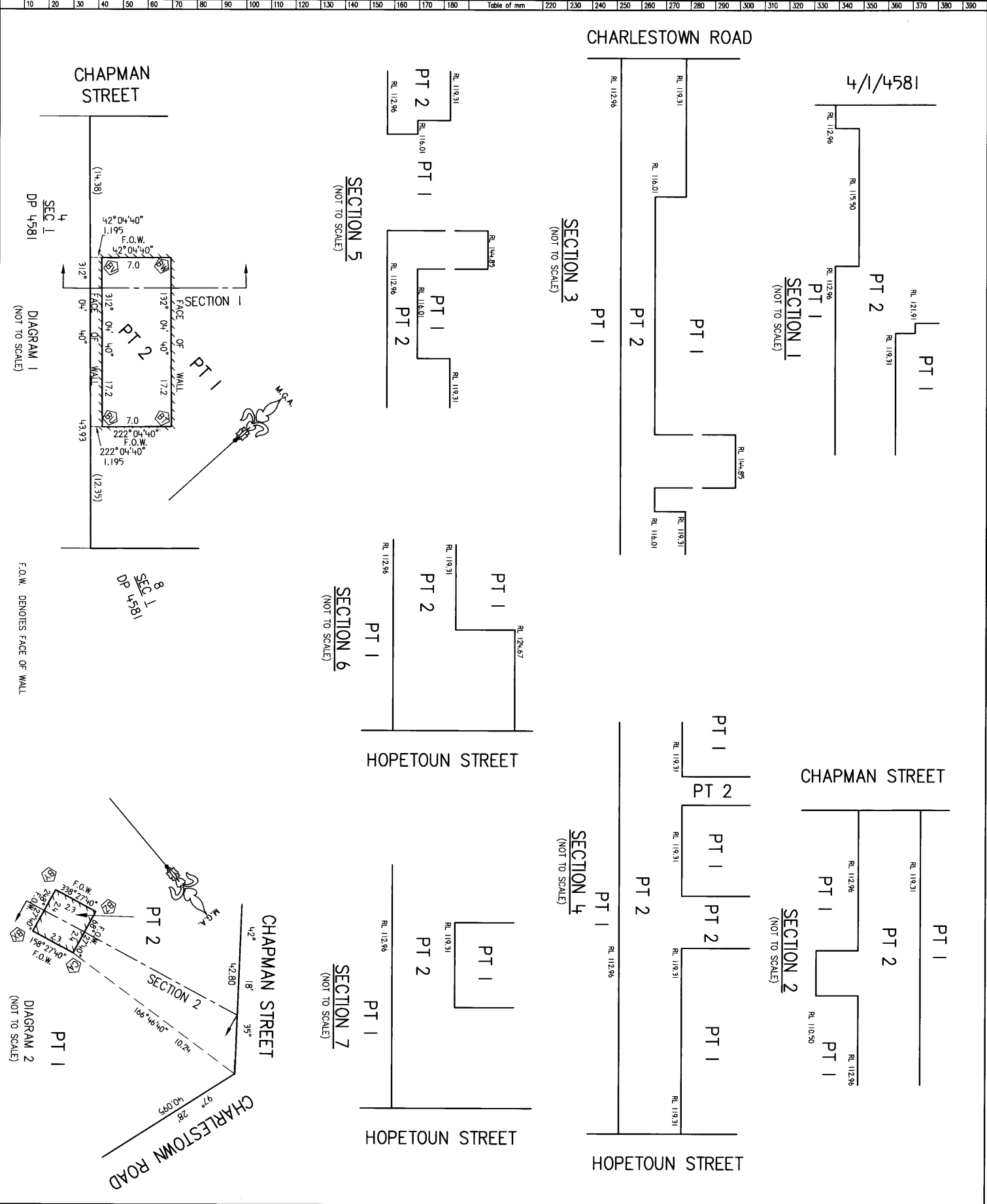
- (a) ensure that the Garbage Room is regularly kept free of all rubbish, recyclable material or waste and kept hygienically clean and washed down;
- (b) ensure that the Garbage Room is kept hygienically clean and free of vermin, pests or infection, and that rubbish, recyclable material and waste is not stored for long periods within the Garbage Room;
- (c) ensure that the Residential Owners Corporation and the Commercial Owners Corporation is complying with the provisions in the Owners Corporation By-Laws relating to the use of the Garbage Room; and
- (d) ensure that the garbage, recyclable material or waste within the Garbage Room is regularly moved and collected by the Council or private contractor(s), in accordance with all Laws.











<p><b>DP1075387</b></p> <p>Registered &amp; 23.02.2005*</p> <p>This is sheet 2 of my plan in 4 sheets dated 28.11.04</p> <p style="text-align: right;">Surrey registered under the Surveying Act, 2002</p> <p style="text-align: right;">This is sheet 2 of the plan of 4 streets covered by Suburban Certificate No. DA 446/2004</p> <p style="text-align: right;">Authorised Person/General Manager/Executive Director Form 2</p> <p style="text-align: right;">For use where space is insufficient in any point on Plan Form 2</p> <p style="text-align: right;">(CONTINUED FROM SHEET 1) -</p> <p style="text-align: right;">8. RIGHT OF PEDESTRIAN WAY 1.4.2.11.2.75.2.88.3.4.1.3.59 &amp; 3.78 WIDE LIMITED IN HEIGHT BETWEEN RL 116.39 &amp; RL 119.05 AND (1)</p> <p style="text-align: right;">9. RIGHT OF PEDESTRIAN WAY 1.25 &amp; VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 115.66 &amp; RL 119.05 AND (M)</p> <p style="text-align: right;">10. RIGHT OF PEDESTRIAN WAY 1.25 WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 &amp; RL 119.05 AND (N)</p> <p style="text-align: right;">11. RIGHT OF PEDESTRIAN WAY 1.25 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 &amp; RL 119.31 AND (O)</p> <p style="text-align: right;">12. EASEMENT FOR STORAGE OF GARBAGE &amp; ACCESS THERE TO 2.73.3.99 &amp; 3.78 WIDE LIMITED IN HEIGHT BETWEEN RL 116.39 &amp; RL 119.05 AND (P)</p> <p style="text-align: right;">13. RIGHT OF PEDESTRIAN WAY 1.1 &amp; 2.3 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 &amp; RL 116.39 AND (U)</p> <p style="text-align: right;">14. RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 113.1 &amp; RL 115.5 AND (V)</p> <p style="text-align: right;">15. EASEMENT FOR SERVICES 1.65 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 &amp; RL 116.19 AND (W)</p> <p style="text-align: right;">16. RIGHT OF PEDESTRIAN WAY 1 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 &amp; RL 116.19 AND (X)</p> <p style="text-align: right;">17. RIGHT OF CARRIAGEWAY 3.5 WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 &amp; RL 122.66 AND (Y)</p> <p style="text-align: right;">18. RIGHT OF PEDESTRIAN WAY 1.2 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 &amp; RL 115.5 AND (Z)</p>	<p>Reduction Ratio: 1: AS SHOWN</p> <p style="text-align: right;">SURVEYOR'S REFERENCE: 14700/26</p>
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Plan Drawing only to appear in this space

SEC 1  
DP 4581  
DIAGRAM 1  
(NOT TO SCALE)

SEC 1  
DP 4581  
DIAGRAM 2  
(NOT TO SCALE)

SEC 1  
DP 4581  
DIAGRAM 2  
(NOT TO SCALE)

- (B) RIGHT OF PEDESTRIAN WAY VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 115.95 & RL 119.31 AHD
- (K) RIGHT OF CARRIAGEWAY 6.8 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 118.4 AHD
- (L) RIGHT OF PEDESTRIAN WAY 1.25 & VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 115.66 & RL 119.05 AHD
- (M) RIGHT OF PEDESTRIAN WAY 1.25 & VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 115.66 & RL 119.05 AHD
- (N) RIGHT OF PEDESTRIAN WAY 1.25 WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 & RL 119.05 AHD
- (P) EASEMENT FOR STORAGE OF GARBAGE & ACCESS THERE TO 2.75, 3.59 & 3.78 WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 AHD & RL 122.66 AHD
- (Y) RIGHT OF CARRIAGEWAY 3.5 WIDE LIMITED IN HEIGHT BETWEEN RL 115.66 AHD & RL 122.66 AHD

F.O.W. DENOTES FACE OF WALL

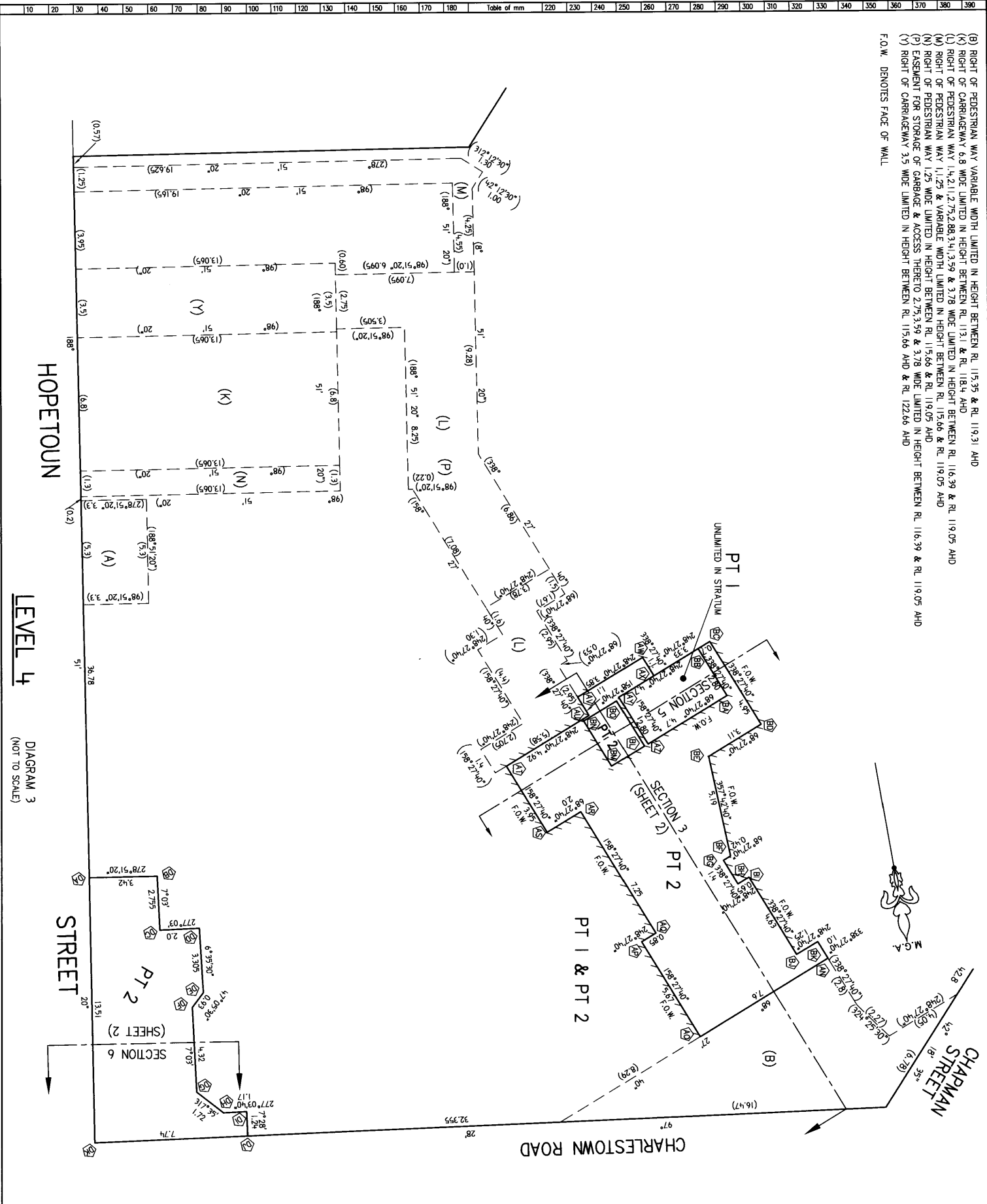


Table of mm 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Plan Drawing only to appear in this space

LEVEL 4  
 DIAGRAM 3  
 (NOT TO SCALE)

DP1075387

Registered 23.02.2005 \*

This is sheet 3 of my plan in 4 sheets dated 21-11-04

Surveyor registered under the Surveying Act, 2002

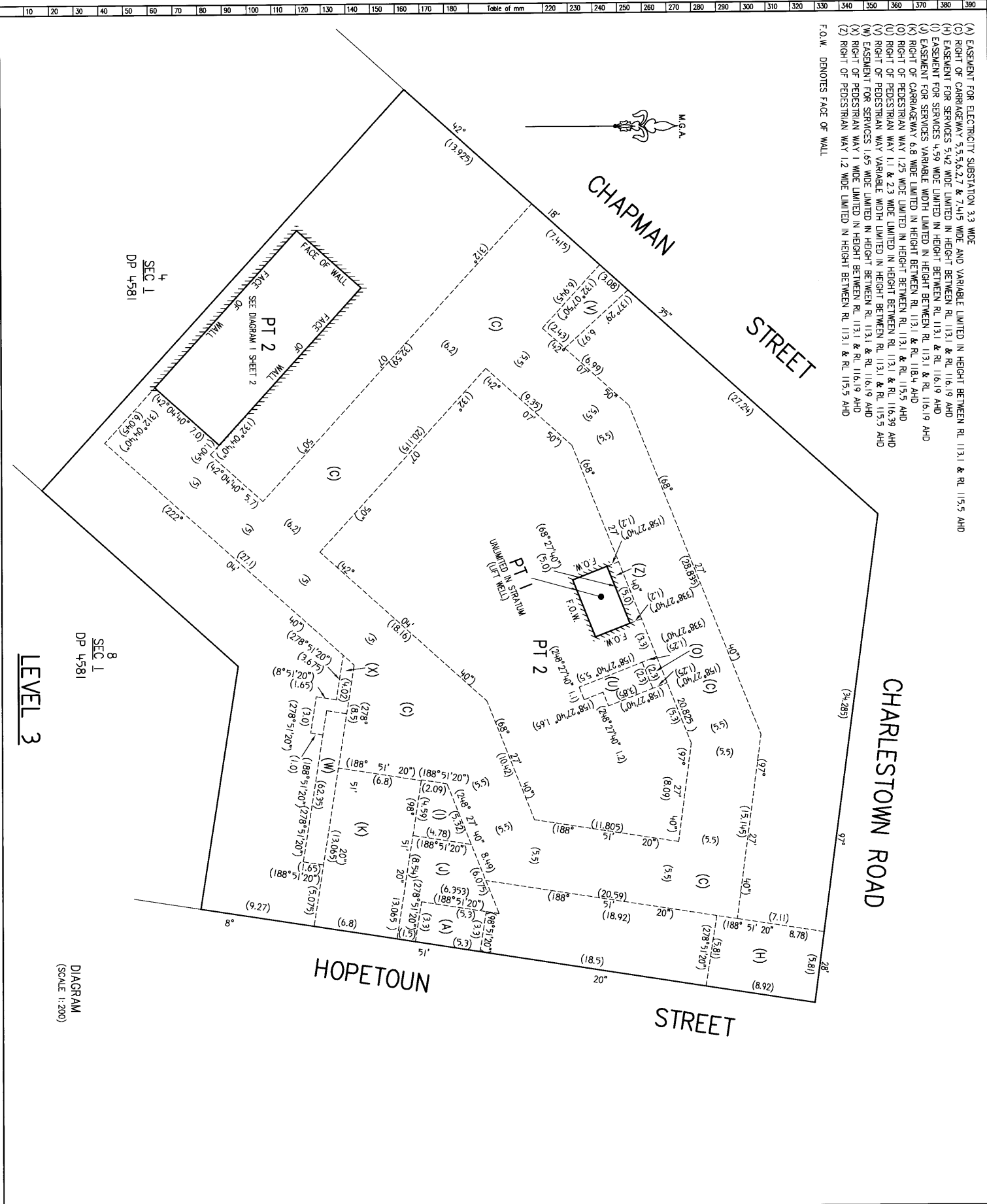
This is sheet 3 of the plan of 4 sheets covered by Subdivision Certificate No. of DA 4944C12004

Authorized Person/Registered Manager/Authorized Officer  
 For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: AS SHOWN  
 SURVEYOR'S REFERENCE: 14700/2C

- (A) EASEMENT FOR ELECTRICITY SUBSTATION 3.3 WIDE
- (C) RIGHT OF CARRIAGEWAY 5.5, 6.2, 7 & 7.415 WIDE AND VARIABLE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD
- (H) EASEMENT FOR SERVICES 5.92 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD
- (I) EASEMENT FOR SERVICES 4.59 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD
- (J) EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD
- (K) RIGHT OF CARRIAGEWAY 6.8 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 118.4 AHD
- (L) RIGHT OF CARRIAGEWAY 1.25 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD
- (M) RIGHT OF PEDESTRIAN WAY 1.2 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD
- (N) RIGHT OF PEDESTRIAN WAY 1.5 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD
- (O) EASEMENT FOR SERVICES 1.55 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 116.19 AHD
- (P) RIGHT OF PEDESTRIAN WAY 1 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD
- (Q) RIGHT OF PEDESTRIAN WAY 1.2 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD
- (R) RIGHT OF PEDESTRIAN WAY 1.2 WIDE LIMITED IN HEIGHT BETWEEN RL 113.1 & RL 115.5 AHD

F.O.W. DENOTES FACE OF WALL



DP1075387

Registered 23.02.2005

This is sheet 4 of my plan in 4 sheets dated 23.02.2005

*[Signature]*

Surveyor registered under the Surveying Act, 2002  
 This is sheet 4 of the plan of 4 sheets covered by Surveyor Certificate No. of DA 44612004

*[Signature]*

Authorised Person/General Manager/Associate/Partner  
 For use where space is insufficient in my plan on Plan Form 2

Reduction Ratio 1:200

SURVEYOR'S REFERENCE: 14700/2c

**Instrument Setting out Terms of Easements or Profits à Prendre Intended to be Created  
or Released and of Restrictions on the Use of Land or Positive Covenants Intended to  
be Created Pursuant to Section 88B Conveyancing Act 1919**

(Sheet 1 of 6 Sheets)

**DP1075387**

Plan of Stratum Subdivision of Lots 1 & 2  
D.P.513300 and Lot 3 Section 1 D.P.4581  
covered by Subdivision Certificate No.  
dated

**Full name and address  
of the owner of the land:**

Moweno Pty. Ltd.  
ABN  
4 Parramatta Road  
SUMMER HILL N.S.W. 2130

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity Substation 3.3 wide (A)	1 & 2	EnergyAustralia
2	Right of Pedestrian Way variable width limited in height between RL 115.35 & RL 119.31 AHD (B)	2	1
3	Right of Carriageway 5, 5.5, 6.2, 7 & 7.415 wide and variable width limited in height between RL 113.1 & RL 115.5 AHD (C)	2	1
4	Easement for Services 5.42 wide limited in height between RL 113.1 & RL 116.19 AHD (H)	2	1
5	Easement for Services 4.59 wide limited in height between RL 113.1 & RL 116.19 AHD (I)	2	1
6	Easement for Services variable width limited in height between RL 113.1 & RL 116.19 AHD (J)	2	1
7	Right of Carriageway 6.8 wide limited in height between RL 113.1 & RL 118.4 AHD (K)	2	1
8	Right of Pedestrian Way 1.4, 2.11, 2.75, 2.88, 3.41, 3.59 and 3.78 wide limited in height between RL 116.39 & RL 119.05 AHD (L)	2	1
9	Right of Pedestrian Way 1, 1.25 and variable width limited in height between RL 115.66 & RL 119.05 AHD (M)	2	1
10	Right of Pedestrian Way 1.25 wide limited in height between RL 115.66 & RL 119.05 AHD (N)	2	1

(Sheet 2 of 6 Sheets)

**DP1075387**

Plan of Stratum Subdivision of Lots 1 & 2  
 D.P.513300 and Lot 3 Section 1 D.P.4581  
 covered by Subdivision Certificate No.  
 dated

11	Right of Pedestrian Way 1.25 wide limited in height between RL 113.1 & RL 115.5 AHD (O)	2	1
12	Easement for Storage of Garbage and Access Thereto 2.75, 3.59 & 3.78 wide limited in height between RL 116.39 & RL 119.05 AHD (P)	2	1
13	Right of Pedestrian Way 1.1 & 2.3 wide limited in height between RL 113.1 and RL 116.39 AHD (U)	2	1
14	Right of Pedestrian Way variable width limited in height between RL 113.1 and RL 115.5 AHD (V)	2	1
15	Easement for Services 1.65 wide limited in height between RL 113.1 & RL 116.19 AHD (W)	2	1
16	Right of Pedestrian Way 1 wide limited in height between RL 113.1 & RL 116.19 AHD (X)	2	1
17	Right of Carriageway 3.5 wide limited in height between RL 115.66 and RL 122.66 AHD (Y)	2	1
18	Right of Pedestrian Way 1.2 wide limited in height between RL 113.1 & RL 115.5 AHD (Z)	2	1

**Part 2 (Terms)**

**1. Terms of Easement for Electricity Substation 3.3 wide firstly referred to in the abovementioned plan**

- 1 Full right leave liberty and licence over that part of the lot burdened (hereinafter referred to as the "said land") for EnergyAustralia its agents servants and workmen to:

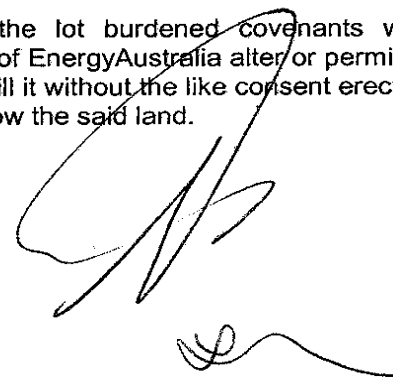
Handwritten signatures and initials are present at the bottom of the page, including a large signature on the right and several smaller initials on the left.

(Sheet 3 of 6 Sheets)

**DP1075387**

Plan of Stratum Subdivision of Lots 1 & 2  
D.P.513300 and Lot 3 Section 1 D.P.4581  
covered by Subdivision Certificate No.  
dated

- 1.1 erect construct and place repair inspect maintain and remove electricity substation premises; and
  - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also
  - 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.
- 2 TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
  - 3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
  - 4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
  - 5 AND the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
  - 6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own costs and charge pay for all damage and injury arising to the Registered Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
  - 7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.





(Sheet 4 of 6 Sheets)

**DP1075387**

Plan of Stratum Subdivision of Lots 1 & 2  
D.P.513300 and Lot 3 Section 1 D.P.4581  
covered by Subdivision Certificate No.  
dated

**2. Terms of Right of Pedestrian Way secondly, eighthly, ninthly, tenthly, eleventhly, thirteenthly, fourteenthly, sixteenthly & eighteenthly referred to in the abovementioned plan**

Full and free right for every person who is at any time entitled to an estate or interest or possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to go, pass and re-pass on foot at all times and for all purposes without animals or vehicles to and from the said Lot Benefited or any such part thereof.

The Right of Personal Access is limited in height and applies only to that part of the land burdened which is located between the Australian Height Datum Reduced Levels shown on the plan.

**3. Terms of Right of Carriageway thirdly, seventhly & seventeenthly referred to in the abovementioned plan**

Full and free right for the body in whose favour this easement is created and every person authorised by it to go, pass and re-pass at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the Lot Burdened.

The Right of Carriageway is limited in height and applies only to that part of the land burdened which is located between the Australian Height Datum Reduced Levels shown on the plan.

The Lot Burdened and Lot Benefited shall be responsible in accordance with the proportions outlined in the Strata Management Statement created by the registration of the Strata Plan for the maintenance, restoration, repair and renewal of the concrete driveway and associated facilities within the easement site.

**4. Terms of Easement for Services fourthly, fifthly, sixthly & fifteenthly referred to in the abovementioned plan**

The owner of the Lot Benefited may:

1. (a) use each Lot Burdened, but only within the site of this easement, to provide services to or from each Lot Benefited; and
- (b) do anything reasonably necessary for that purpose including:
  - (i) entering the Lot Burdened, and
  - (ii) taking anything onto the Lot Burdened, and
  - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
2. In exercising those powers, the owner of the Lot Benefited must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and

(Sheet 5 of 6 Sheets)

**DP1075387**

Plan of Stratum Subdivision of Lots 1 & 2  
D.P.513300 and Lot 3 Section 1 D.P.4581  
covered by Subdivision Certificate No.  
dated

- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.
3. For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.
4. The Easement for Services is limited in height and applies only to that part of the land burdened which is located between Reduced Level 113.1 and Reduced Level 116.19 AHD.
- 5. Terms of Easement for Storage of Garbage and Access Thereto twelfthly referred to in the abovementioned plan**

The registered proprietor of the Lot Burdened hereby transfers and grants to the registered proprietor of the Lot Benefited an easement to enter onto the site of the Easement for Storage of Garbage with storage bins for garbage provided that the storage bins do not take up more than one half of the area set out in the said plan for the placement of all of the storage bins both belonging to the proprietor of the Lot Benefited and the proprietor of the Lot Burdened it being intended that the proprietor of the Lot Burdened shall also be able to store his rubbish and garbage in the site of the Easement for the Storage of Garbage ("storage bins") AND for the proprietor of the Lot Benefited its tenants, workmen, agents and contractors and their vehicles at all times with or without trolleys, garbage bins and containers to enter onto the site of the Easement for Storage of Garbage to deposit rubbish and garbage in the storage bins (so placed in the site of the said easement by the proprietor of the Lot Benefited) and to empty the storage bins PROVIDED THAT the proprietor of the Lot Benefited, its tenants, workmen, agents and contractors shall only place their rubbish and garbage in the storage bins supplied by the proprietor of the Lot Benefited and shall follow all such reasonable directions given by the proprietor of the Lot Burdened to ensure that the rubbish and garbage does not end up on any other part or parts of the site of the Easement for the Storage of Garbage PROVIDED FURTHER THAT the proprietor of the Lot Benefited may from time to time move the storage bins in, from and to the site of the Easement for the Storage of Garbage.

**Name of authority empowered to release vary or modify the easement firstly referred to in the abovementioned plan**

EnergyAustralia



**Lodger Details**

Lodger Code 500002  
Name ANZ RETAIL AND SMALL BUSINESS  
Address ANZ CENTRE  
PO BOX Q108  
QVB SYDNEY 1230  
Lodger Box 1W  
Email PEXANOTICESPURCHASES@ANZ.COM  
Reference 801042518

For Office Use Only

AR38279

**MORTGAGE**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

**Estate and/or interest being mortgaged**

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
37/270812		

**Mortgagor**

Given Name(s) HUA  
Family Name WANG

**Mortgagee**

Name AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
ACN 005357522  
Australian credit licence 234527

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

**Terms and Conditions of this Mortgage**

(a) Document Reference AN246685  
(b) Additional terms and conditions Nil

**Mortgage Execution**

The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:

- (a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
- (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

**Executed on behalf of** AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
**Signer Name** ANNA MURRAY  
**Signer Organisation** AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
**Signer Role** EMPLOYEE CERTIFIER  
**Execution Date** 11/05/2021

6 November 2024

HUNTER LEGAL & CONVEYANCING  
Level 1 Suite 2  
12 Elgin St  
MAITLAND NSW 2320

Our Ref:171650  
Your Ref:  
231157:193391  
ABN 81 065 027 868

**PLANNING CERTIFICATE UNDER THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 67.00  
Receipt No: 13662681  
Receipt Date: 31 October 2024

**DESCRIPTION OF LAND**

**Address:** 707/316 Charlestown Road, CHARLESTOWN NSW 2290  
**Lot Details:** Lot 71 SP 74481  
**Parish:** Kahibah  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER



**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## 2 Zoning and land use under relevant Local Environmental Plans

(1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

(i) The identity of the zone applying to the land.

E2 Commercial Centre

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Building identification signs; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Bed and breakfast accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

**NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**



- (b) Whether additional permitted uses apply to the land,  
No
- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.  
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,  
No
- (e) Whether the land is in a conservation area (however described).  
No

- (f) Whether an item of environmental heritage (however described) is situated on the land.

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

**Local Environmental Plan 2014 Heritage Map**

The land is not identified as a Village Precinct on the Heritage Map.

**NOTE:** An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

**NOTE:** The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether draft additional permitted uses apply to the land

No

(c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,

No

(e) Whether the land is in a draft conservation area (however described).

No

(f) Whether a draft item of environmental heritage (however described) is situated on the land.

No

### 3 Contributions Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land,

including draft contributions plans.

Lake Macquarie City Council Development Contributions Plan - Charlestown Contributions Catchment - 2015

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.

Yes,

The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

**NOTE:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 4 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

##### **Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

##### **Low Rise Housing Diversity Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

##### **Housing Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this

Code **MAY** be carried out on any part of that lot.

**Commercial and Industrial Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Commercial and Industrial (New Buildings and Additions) Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Subdivisions Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Rural Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Greenfield Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**General Development Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Demolition Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Fire Safety Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Container Recycling Facilities Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

## **5 Exempt development**

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Note:** If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

## **6 Affected building notices and building product rectification orders**

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- No, Council **has not** been notified that an affected building notice is in force in respect of this land.
- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.
- A building rectification order **is not** in force in respect of this land.
- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

(2) In this section -

***Affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*

***Building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*

## 7 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

## 8 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

(a) Division 2 of Part 3 of the *Roads Act 1993*.

No

(b) any environmental planning instrument.

No

(c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

## 9 Flood related development controls information

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

- (3) In this section -  
***flood planning area*** has the same meaning as in the Flood Risk Management Manual.  
***Flood Risk Management Manual*** means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.  
***probable maximum flood*** has the same meaning as in the Flood Risk Management Manual.

## 10 Council and other public authority policies on hazard risk restrictions

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:
- (a) land slip or subsidence  
Yes  
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (b) bushfire  
No
- (c) tidal inundation  
No
- (d) acid sulfate soils  
Yes  
Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (e) contaminated or potentially contaminated land  
Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) aircraft noise  
No
- (g) salinity  
No
- (h) any other risk (other than flooding).  
No

(2) In this section —

**adopted policy** means a policy adopted —

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

**NOTE:** **The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.**

## 11 Bush Fire Prone Land

**Note:** If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

## 12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.



### 13 Mine subsidence

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

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

**NOTE:** The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

### 14 Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to the land.

Not Applicable

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

### 15 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

### 16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**NOTE:** Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

**17 Biodiversity Certified Land**

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

**NOTE:** Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

**18 Orders under *Trees (Disputes Between Neighbours) Act 2006***

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

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has 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).

Nil

**NOTE:** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

**20 Conditions for seniors housing**

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

## 21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

## 22 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

**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:

### **Matters arising under the Contaminated Land Management Act 1997 (s59 (2))**

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

**ATTACHMENT:**

Complimentary Certificate for the Real Property Lot

6 November 2024

HUNTER LEGAL & CONVEYANCING  
Level 1 Suite 2  
12 Elgin St  
MAITLAND NSW 2320

Our Ref:171648  
Your Ref:  
231157:193391  
ABN 81 065 027 868


**PLANNING CERTIFICATE UNDER THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 0.00  
Receipt No: 13662681  
Receipt Date: 31 October 2024

**DESCRIPTION OF LAND**

**Address:** Alto Apartments, 316 Charlestown Road, CHARLESTOWN NSW 2290  
**Lot Details:** Lot 1 DP 1075387 (SP 74481)  
**Parish:** Kahibah  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER



**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021 -

Chapter 2 Affordable housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 3 Diverse housing

State Environmental Planning Policy (Housing) 2021 –

Chapter 4 Design of residential apartment development

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts—Central River City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 –

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/4/2023) – Housing Diversity

Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

- (4) In this section, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## 2 Zoning and land use under relevant Local Environmental Plans

(1) The following answers (a) to (f) relate to the instrument (see 1(1) above).

(a)

(i) The identity of the zone applying to the land.

E2 Commercial Centre

under Lake Macquarie Local Environmental Plan 2014

(ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Building identification signs; Home occupations

(iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4

(iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Bed and breakfast accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

**NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.**



- (b) Whether additional permitted uses apply to the land,  
No
- (c) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.  
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.
- (d) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,  
No
- (e) Whether the land is in a conservation area (however described).  
No
- (f) Whether an item of environmental heritage (however described) is situated on the land.

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

**Local Environmental Plan 2014 Heritage Map**

The land is not identified as a Village Precinct on the Heritage Map.

**NOTE:** An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

**NOTE:** The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

(b) Whether draft additional permitted uses apply to the land

No

(c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

(d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,

No

(e) Whether the land is in a draft conservation area (however described).

No

(f) Whether a draft item of environmental heritage (however described) is situated on the land.

No

### 3 Contributions Plans

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

Lake Macquarie City Council Development Contributions Plan - Charlestown Contributions Catchment - 2015

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, and the name of the Ministerial planning order in which the region is identified.

Yes,

The subject land is within The Lower Hunter Region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies,

Nil

- (4) In this section continued 7.23 determination means a 7.23 determination that -
- (a) has been continued in force by the Act, Schedule 4, Part 1, and
  - (b) has not been repealed as provided by that part.

**NOTE:** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

#### 4 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) or (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

##### **Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

##### **Low Rise Housing Diversity Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

##### **Housing Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

##### **Commercial and Industrial Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this

Code **MAY** be carried out on any part of that lot.

**Commercial and Industrial (New Buildings and Additions) Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Subdivisions Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Rural Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Greenfield Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**General Development Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Demolition Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

**Fire Safety Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

### **Container Recycling Facilities Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

## **5 Exempt development**

The extent to which the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1)–(d) or 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Note:** If a lot is not specifically listed in this section then, Exempt development under this Code **MAY** be carried out on the lot.

## **6 Affected building notices and building product rectification orders**

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (2) In this section -

***Affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*

***Building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017*

**7 Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

**8 Road widening and road realignment**

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

**9 Flood related development controls information**

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No

- (3) In this section -

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

**10 Council and other public authority policies on hazard risk restrictions**

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for

viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(b) bushfire

No

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

(f) aircraft noise

No

(g) salinity

No

(h) any other risk (other than flooding).

No

(2) In this section —

**adopted policy** means a policy adopted —

(a) by the council, or

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

**NOTE:** The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

## 11 Bush Fire Prone Land

**Note:** If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone

land.

## 12 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

## 13 Mine subsidence

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

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

**NOTE:** The advice in section 13 above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

## 14 Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to the land.

Not Applicable

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.



**15 Property Vegetation Plans**

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

**16 Biodiversity stewardship sites**

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**NOTE:** Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

**17 Biodiversity Certified Land**

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

**NOTE:** Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

**18 Orders under *Trees (Disputes Between Neighbours) Act 2006***

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

The land IS NOT subject to an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

Whether the owner (or any previous owner) of the land has 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).

Nil

**NOTE:** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

## 20 Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

Nil

## 21 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

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

Council is not aware of any conditions of a development consent referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

- (4) In this section—

**former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

## 22 Water or sewerage services

Whether water or sewerage services are, or are to be, provided by a utility, other than a public water utility, under the Water Industry Competition Act 2006.

No

**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:

**Matters arising under the Contaminated Land Management Act 1997 (s59 (2))**

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No



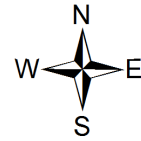
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

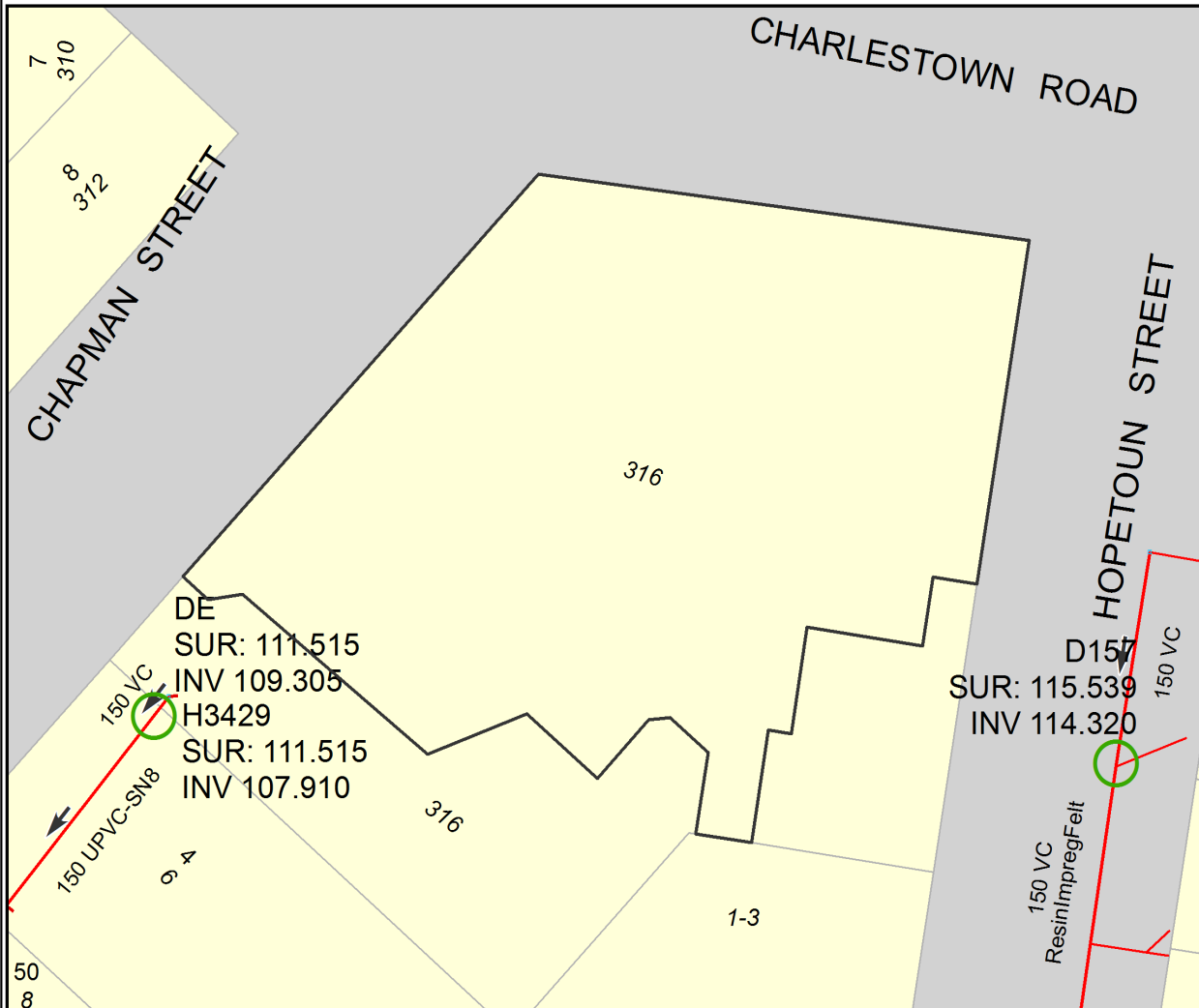
### APPLICANT'S DETAILS



InfoTrack  
316 CHARLESTOWN  
CHARLESTOWN NSW

APPLICATION NO.: 2051344  
APPLICANT REF: M 231157  
RATEABLE PREMISE NO.: 0912500190

PROPERTY ADDRESS: 316 CHARLESTOWN RD CHARLESTOWN 2290  
LOT/SECTION/DP:SP: CP//SP 74481



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

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

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

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

Date: 17/07/2023

Scale at A4: 1:500

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