

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Port Stephens 2/265 Sandy Point Road, Salamander Bay, NSW 2317 Australia	Phone: (02) 4039 8508
co-agent		
vendor	Lot 41 Nelson Bay Breeze Pty Limited 1 Trafalgar Street, Nelson Bay, NSW 2315	
vendor's solicitor	Lake Macquarie Conveyancing 60 Spinnaker Ridge Way, Belmont NSW 2280 PO Box 576, Belmont NSW 2280	Phone: 02 4945 8248 Email:lorraine.berry@lakemacconvey.c om.au Ref: LB:ALM:24/11226
date for completion land (address, plan details and title reference)	42nd day after the contract date 28/1 Trafalgar Street, Nelson Bay, New South Wales 2315 Registered Plan: Lot 28 Plan SP 56106 Folio Identifier 28/SP56106	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input 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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Lot 41 Nelson Bay Breeze Pty Ltd trading as in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

- 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 exemption, 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* (GST residential withholding payment) NO yes (if yes, vendor must provide 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) – 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 contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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 SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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"> ● the issuer; ● the expiry date (if any); and ● the amount;
	<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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</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.

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SPECIAL CONDITIONS

33. In addition to the provisions contained in Condition 20.6 hereof, a notice or document shall be sufficiently served for the purpose of this Agreement if the notice or document is sent by email and in any such case shall be deemed to be duly given or made when the transmission has been received by the receiving party's server.
34. The Purchaser warrants that he was not introduced to the property or to the vendor by any real estate agent or other person entitled to claim commission as a result of this sale other than the vendor's agent if any, specified in the Agreement and the purchaser shall indemnify the vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this Agreement, against any claim arising out of any such introduction of the purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the vendor.
35. Without any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity if this Special Condition had not been included herein should either party (or any one of the persons included in the expression "either party") prior to completion die or become mentally ill (as defined under the Mental Health Act) or be declared bankrupt then either party or its legal representative may rescind this contract by notice in writing.
36. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
37. If the purchaser does not complete this contract by the completion date and, at that date the vendor is ready, willing and able to complete and the vendor issues a Notice to Complete, the sum of three hundred and thirty dollars (\$330.00) (inclusive of GST) to cover legal costs and disbursements incurred by the vendor's conveyancer in drafting and serving a Notice to Complete is to be allowed by the purchaser as an additional adjustment on completion and it is an essential term of this contract that such payment to so paid.
38. If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.
39. The deposit referred to herein shall be released if required for the Vendor's use as a deposit on their purchase providing such deposit shall only be paid to the Trust Account of a Licensed Agent or Solicitor providing that such deposit shall not be further released without the Purchaser's expressed consent. Provision of this condition in an unconditionally exchanged contract is sufficient authority to enable the deposit holder to release funds.
40. The property together with all improvements erected thereon are sold in their existing condition situation and state of repair and subject to all faults and defects therein, both latent and patent, and the Purchaser shall not make any requisition or raise any objection or claim for any compensation in respect of same. Should the purchaser become entitled to rescind this contract for the breach of warranty in Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulations 1995, the vendor shall also be entitled to rescind the contract provided that such right is exercised before the purchaser has served his notice of rescission.

41. In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.
42. Notwithstanding the provisions of Clauses 6 and 7 hereof, the parties hereby expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purchaser of clause 7 hereof entitling the Vendor to rescind this Contract
43. The form of Contract annexed is amended as follows:
 - a. Delete Clause 16.8 and Clause 16.12.
44. Any requisitions submitted by the Purchaser under Clause 5 of this Contract must be submitted in the form attached to this contract.
45. Notwithstanding the deposit referred to on the front page of this Contract, the deposit of \$..... shall be paid as follows:
 - a. \$.....on the signing of this Contract; and
 - b. \$..... on completion or on prior default by the Purchasers in observing any of the terms and conditions of the Contract. On default by the Purchaser as aforesaid the balance of the deposit herein referred to shall immediately become payable to the Vendor's Licensed Conveyancer or Real Estate Agent and such sum shall be payable notwithstanding that the Contract may be terminated as a consequence of the Purchaser's default.
46. If this contract is entered into subject to the purchaser's cooling off rights, then the deposit shall be payable in two instalments:
 - a. 0.25% of the Price shall be payable immediately on exchange of contracts; and
 - b. 9.75% of the Price shall be payable before the expiration of the cooling off period.
47. The parties agree that if, on completion, any apportionment of payments due to be made under this contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and reimburse each other accordingly after settlement. This clause shall not merge on completion.
48. Notwithstanding Clause 25, if the title of the subject property is Torrens Title subject to a qualification or limitation, the purchaser shall not make any requisition objection or claim for compensation nor have any right of rescission in respect of the qualification or limitation nor shall the purchaser require the vendor to abstract or provide old system title documentation in relation thereto.
49. The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider. Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
 - a. The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
 - b. If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

50. The parties acknowledge and agree that the execution of this contract by the vendor may be effected by the use of either facsimile, email or photocopy signatures. The parties agree that they shall not make a requisition, objection or claim, nor any right to terminate or rescind this contract, or delay completion due to the manner of the vendor's execution of the contract.
51. The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law and Electronic Conveyancing (Adoption of National Law) Act 2012 NSW.
 - a. The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - b. Settlement takes place when the financial settlement takes place.
 - c. Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - d. If time is of the essence of the transaction and settlement fails to proceed due to an electronic online system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 business days after the initial electronic failure unless otherwise agreed.
 - e. Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
52. The purchaser agrees that should the vendor require the deposit held by the agent to be uploaded to the PEXA account via the purchaser's trust account the sum of \$50.00 (inclusive of GST) will be allowed at settlement. No further fee will be charged by the purchaser's representative for the use of their trust account.
53. Section 184 Certificate - The vendor hereby authorises the purchaser to obtain a certificate under Section 184 of the Strata Scheme Management Act 2015 and/or Section 26 Community Land Management Act 1989. The purchaser shall not entitle to raise objection, requisition or claim for compensation, rescind this agreement or delay completion in respect of the application of these certificates.
54. The vendor discloses that the Hunter Water Corporation will not provide an internal service location diagram for the subject property and the purchaser will make no objection, claim or requisition in respect of such disclosure.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

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 (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
 - (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them 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 rights appurtenant to them?

- (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
 - (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

- 23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
- 24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
- 25. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
- 26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
- 27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
- 28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
 If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

- 29. Has the initial period expired?
- 30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
- 31. If the Property includes a utility lot, please specify the restrictions.
- 32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
- 33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
 - (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. 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

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for 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.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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 the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



FOLIO: 28/SP56106

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/2/2024	1:14 PM	8	3/4/2018

LAND

LOT 28 IN STRATA PLAN 56106
AT NELSON BAY
LOCAL GOVERNMENT AREA PORT STEPHENS

FIRST SCHEDULE

LOT 41 NELSON BAY BREEZE PTY LIMITED (T AN224891)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP56106
- 2 AN224892 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP56106

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/2/2024	1:14 PM	14	30/11/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 56106
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NELSON BAY
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF TOMAREE COUNTY OF GLOUCESTER
TITLE DIAGRAM SHEET 1 SP56106

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 56106
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- PORT STEPHENS STRATA
PO BOX 282
NELSON BAY 2315

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP835601 EASEMENT TO DRAIN WATER 1.8 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 AQ524871 INITIAL PERIOD EXPIRED
- 4 AT646817 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 420)

STRATA PLAN 56106

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10	7	- 10	8	- 10
9	- 10	10	- 10	11	- 10	12	- 10
13	- 10	14	- 10	15	- 10	16	- 10
17	- 10	18	- 10	19	- 10	20	- 10
21	- 10	22	- 10	23	- 10	24	- 10
25	- 10	26	- 10	27	- 10	28	- 10
29	- 10	30	- 10	31	- 10	32	- 10
33	- 10	34	- 10	35	- 10	36	- 10
37	- 10	38	- 10	39	- 10	40	- 10
41	- 20						

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP56106

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

24/11226 BREEZE

PRINTED ON 6/2/2024

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

COUNCIL'S CERTIFICATE

PORT STEPHENS COUNCIL (Name of Council)

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

- * strata plan
- * strata plan of subdivision
- * general does not object to the commencement of the building proposed the alignment of

illustrated herein.
 Date: **28-11-97**
 by/on subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973

Subdivision No. **211/82**
5 914/17
 General Manager/Authorised Person

SURVEYOR'S CERTIFICATE

L. RON K. MURTAGH
 of **M. K. MURTAGH & Associates**

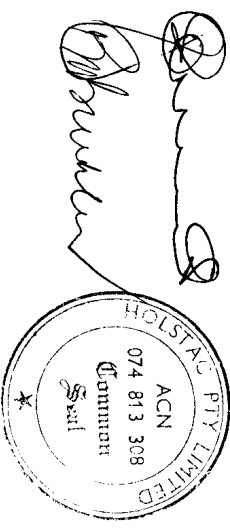
a surveyor registered under the Surveyors Act 1928, hereby certify that:
 (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met;
 (2) the survey information recorded in the accompanying location plan is accurate.

Signature: **LRK**
 Date: **27/11/97**

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

This is sheet 1 of my Plan in 6 (Six) sheets.

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



Hotel/Resort Model By-laws adopted for this scheme
 keeping of Animals - Option A

PLAN OF SUBDIVISION OF LOT 1 D.P. 835601

LGA : PORT STEPHENS Locality : NELSON BAY

Parish : TOMAREE County : GLUCESTER

Reduction Ratio 1: 300 Lengths are in metres

Name of, and * address for service of notices on, the owners corporation
 * Address required on original strata plan only.

The owners Strata Plan 56106
 No. 1 Trafalgar Street
 Nelson Bay NSW 2315

STRATA PLAN 56106

Registered : 3-12-1997

C.A. : No 97/129 OF 28.11.97

Purpose : SUBDIVISION

Ref. Map : Z 1977 - 13 *

Last Plan : D.P. 835601

SEE LOCATION PLAN

PLAN AMENDED IN LTO AT SURVEYORS REQUEST

Plan Drawing only to appear in this space

56106

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 56106



PORTION 334
G 6170-1497

ROAD

BAY

SHOAL

LANE

WIDE

TRAFALGAR

STREET



31.71

19.61

97.455

50.66

6.095

91.625

E - EASEMENT TO DRAIN WATER 18 WIDE (VIDE D.P. 835601)

PS - PARKING SPACE

LOCATION PLAN

Reduction Ratio 1:300

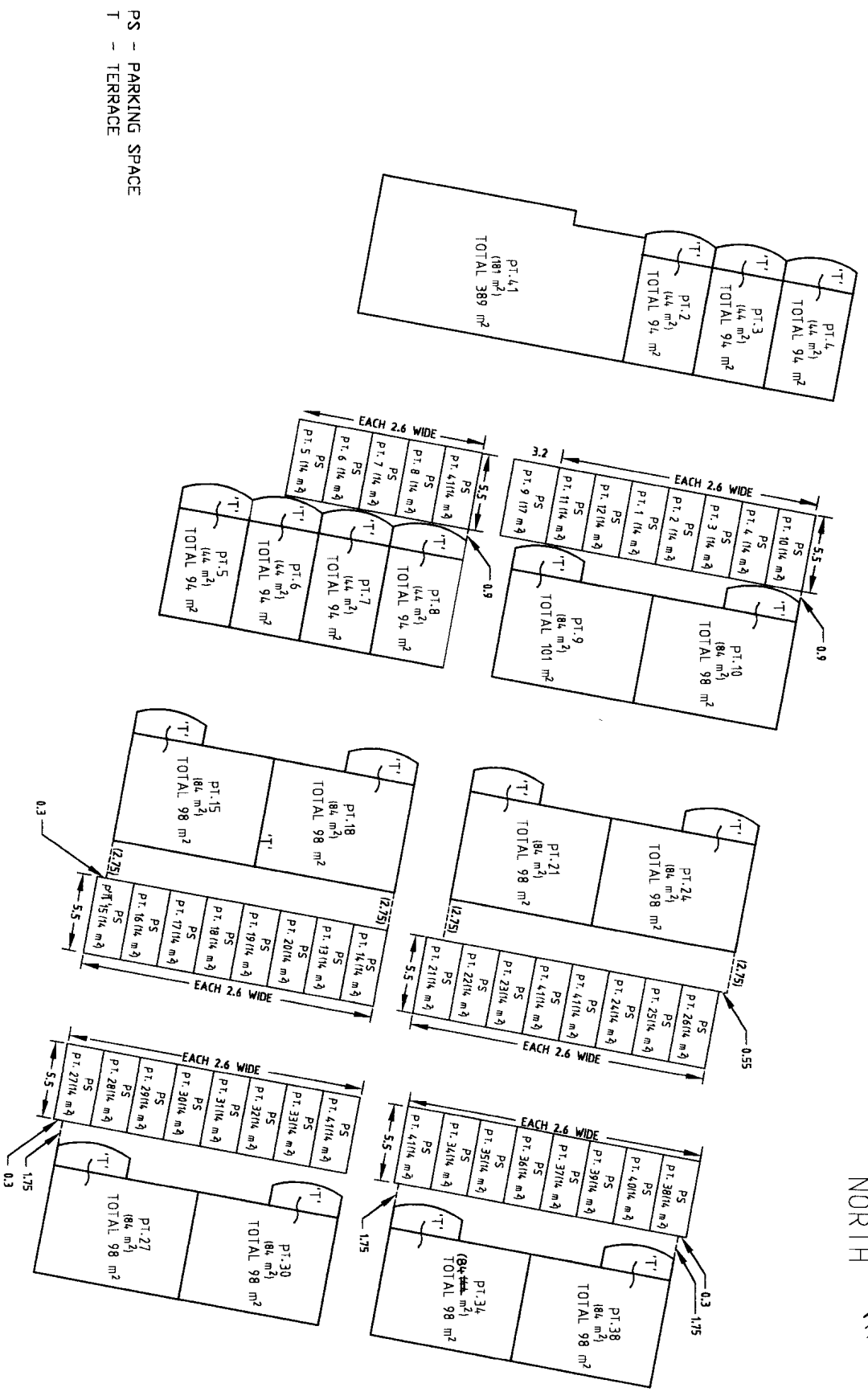
Lengths are in metres

RK ML
Registered Surveyor

[Signature]
Council Clerk

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN 56106



GROUND FLOOR PLAN

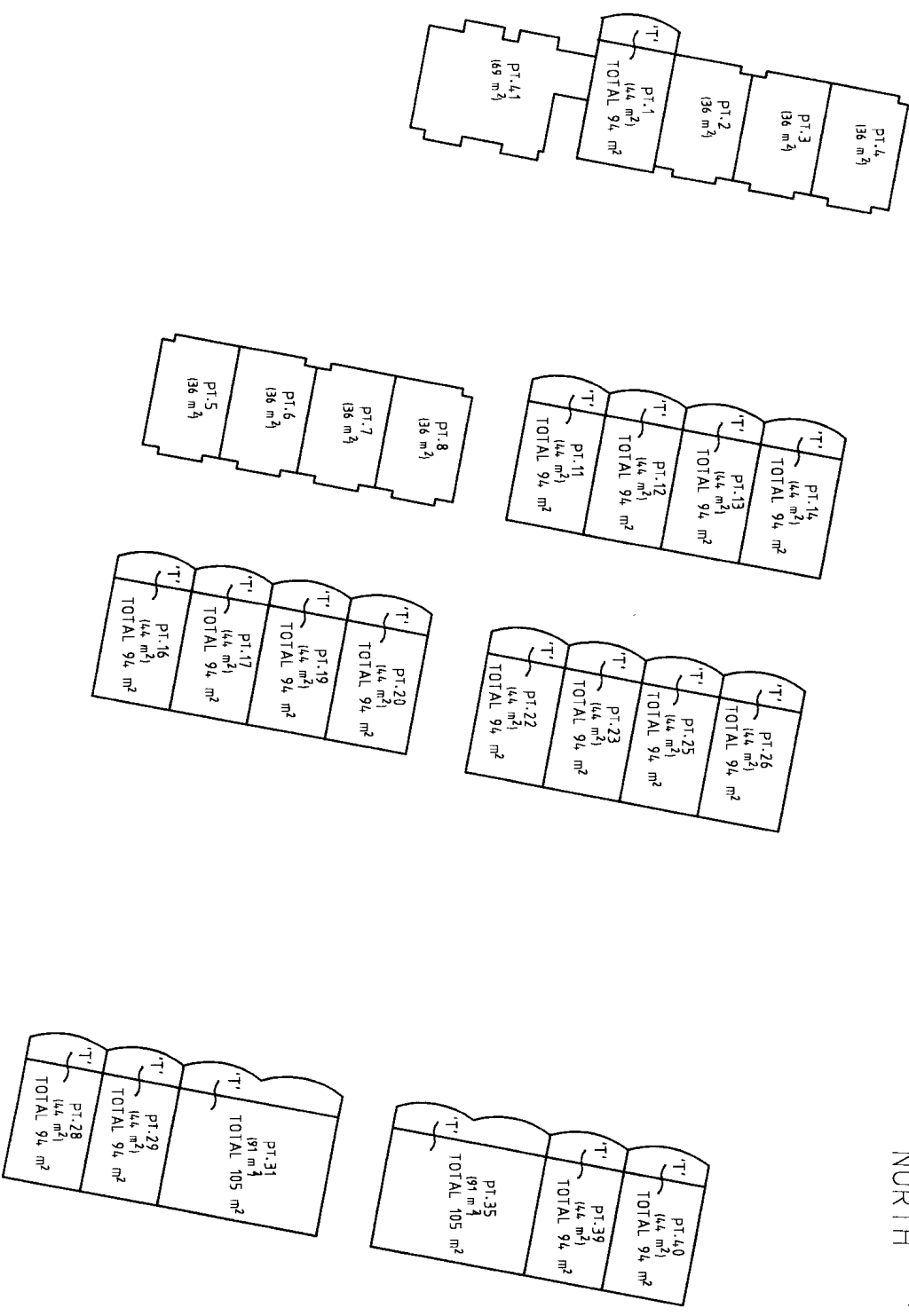
Reduction Ratio 1:300

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE: 107896 - CHECKLIST



T - TERRACE

FIRST FLOOR PLAN

Reduction Ratio 1:300

Lengths are in metres

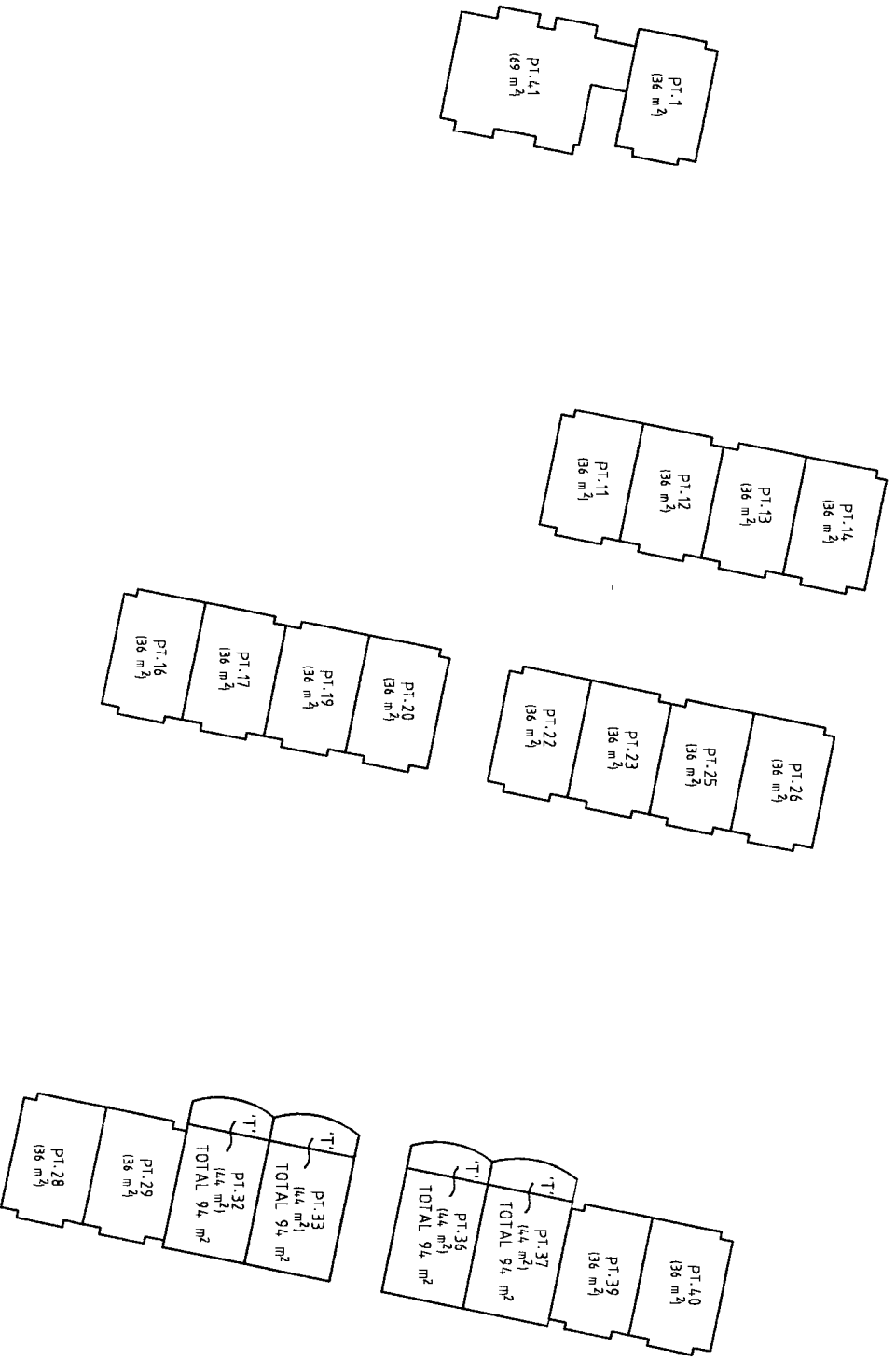
[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 6 Sheets

STRATA PLAN 56106



T - TERRACE

SECOND FLOOR PLAN

Reduction Ratio 1: 300

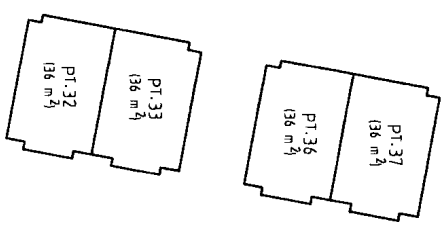
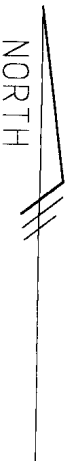
Lengths are in metres

R. G. M. L.
Registered Surveyor

Shelley A. L.
Council Clerk

NOTES :

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT AND ARE ONLY APPROXIMATE.
 OFFSET DISTANCES SHOWN ARE SQUARE TO OR ON THE PROJECTION OF BRICK WALLS.
 THE STRATUM OF EACH TERRACE EXTENDS FROM THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THE TERRACE FLOOR TO A HEIGHT 2.4 METRES ABOVE THAT SURFACE, EXCLUDING BUILDING PROJECTIONS OR OVERHANGS.
 THE STRATUM OF EACH BALCONY EXTENDS FROM THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THE BALCONY FLOOR TO A HEIGHT 2.4 METRES ABOVE THAT SURFACE, EXCLUDING PROJECTIONS OR OVERHANGS.
 THE STRATUM OF EACH PARKING SPACE EXTENDS FROM THE UPPER SURFACE OF THE ASPHALTIC CONCRETE FORMING THE PARKING SPACE TO A HEIGHT 2.4 METRES ABOVE THAT SURFACE.



THIRD FLOOR PLAN

LOT No.	SCHEDULE OF UNIT ENTITLEMENT	ENTITLEMENT
1		10
2		10
3		10
4		10
5		10
6		10
7		10
8		10
9		10
10		10
11		10
12		10
13		10
14		10
15		10
16		10
17		10
18		10
19		10
20		10
21		10
22		10
23		10
24		10
25		10
26		10
27		10
28		10
29		10
30		10
31		10
32		10
33		10
34		10
35		10
36		10
37		10
38		10
39		10
40		10
41		10
AGGREGATE UNIT ENTITLEMENT		420

Reduction Ratio 1: 300

Lengths are in metres

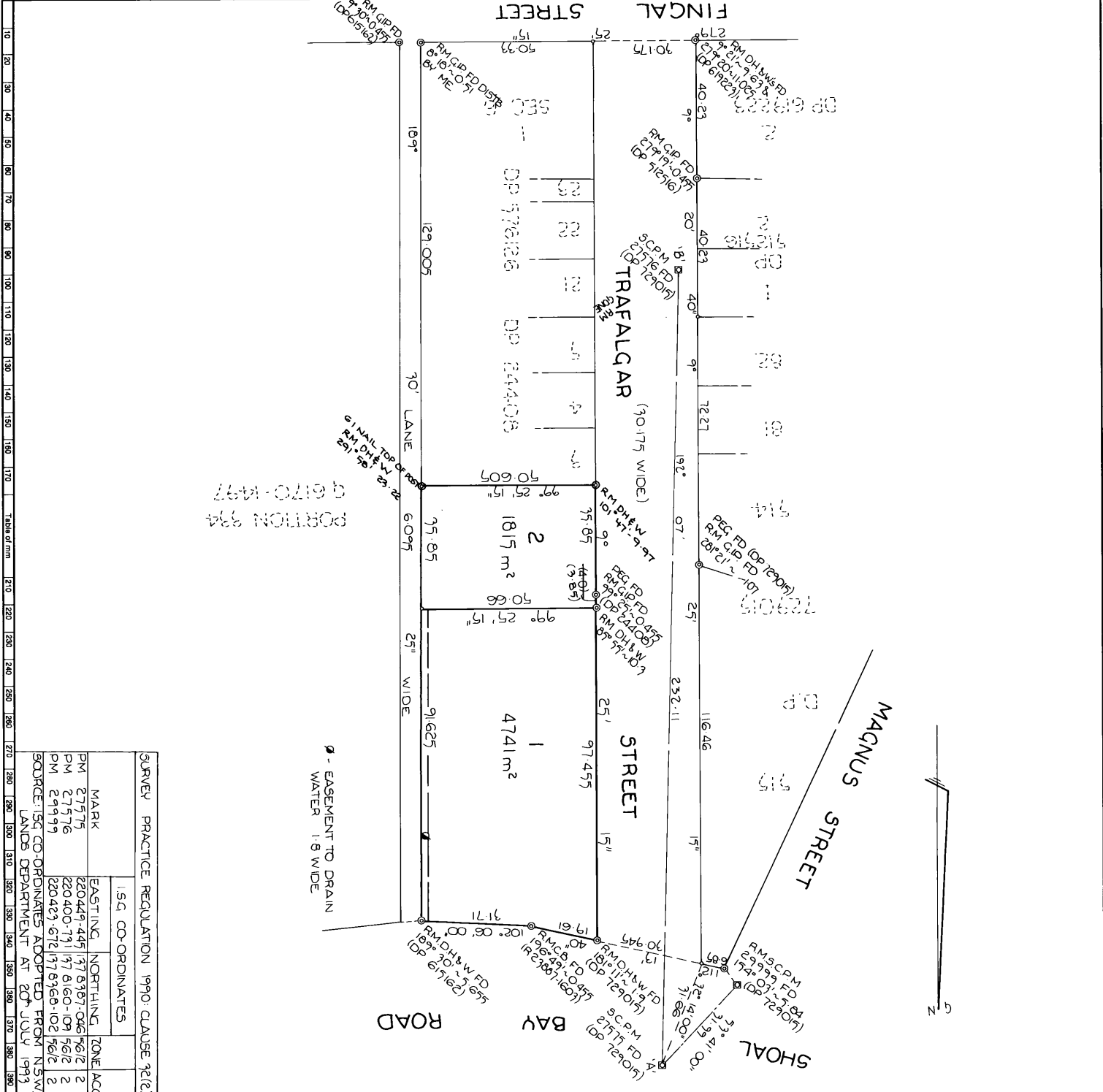
[Signature]
 Registered Surveyor

[Signature]
 Principal Clerk



Crown Lands Office Approval
Approved Officer
Land District
Paper No.
Field Book

Council Clerk's Certificate
I hereby certify that:
(a) the requirements of the Local Government Act, 1981 (other than the requirements for the registration of plans, and
(b) the requirements of section 126 of the Local Government Act, 1981, in relation to the registration of plans, have been complied with by the applicant in relation to the proposed subdivision of the land described in the plan.
Division No. 33/1/93
Date of application 15/11/93
Council Clerk
Council Clerk



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INVOICERS REFERENCE: 49792 CHECKLIST

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)			
MARK	EASTING	NORTHING	ZONE ACC
PM 27775	220449.445	1783957.046	5672 2
PM 27576	220400.711	1778160.107	5672 2
PM 29979	220423.672	1778368.102	5672 2

SOURCE: ISG CO-ORDINATES ADOPTED FROM NSW LANDS DEPARTMENT AT 20th JULY 1993

PANEL FOR USE ONLY for statements of intention, drainage reserves, easements, restrictions on the use of land or positive covenants.
PURSUANT TO SECTION 60B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE
EASEMENT TO DRAIN WATER 1.8 WIDE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919

SHEET 1 OF 2 SHEETS

Lengths are in metres.

PART 1.

Plan: **DP 835601**

Subdivision covered by Council Clerk's Certificate No. **93/191 30-11-93** of Lots 1 and 2 in D.P. 24408 and Lots 5, 6 and 7 in D.P. 615162.

Full name and address of the proprietor of the land.
Nashlora Pty. Ltd.
A.C.N. 003 719 579
56 Thompson Avenue,
Moorebank. N.S.W. 2170

- Identity and easement firstly referred to in abovementioned plan.
Easement to Drain Water 1.8 wide.

Schedule of lots etc. affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Lot 1	Lot 2

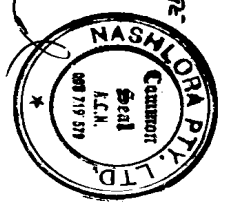
PART 2

- Names of Persons or Authority empowered to release vary or modify the easement firstly referred to in abovementioned plan.
The Council of the Shire of Port Stephens its successors and assigns.

Shueel (DIRECTOR)
Shueel (SECRETARY)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919

SUBDIVISION COVERED BY
COUNCIL CLERK'S CERTIFICATE
NO 93/191 30-11-93
OF LOTS 1 AND 2 IN
DP 24408 AND LOTS 5, 6, 7
IN DP 615162



THE COMMON SEAL OF NASHLORA PTY. LTD. as hereunto affixed by authority of the Board of Directors in the presence of:

Signature of Witness *Neil Parry*
Name of Witness **NEIL PARRY**

S.P.

Qualification of Witness

REGISTERED 93.11.194

Lodger Details

Lodger Code 505939
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Phone
Email
Reference 03709

Land Registry Document Identification

AQ524871

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP56106	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP56106
Other legal entity

Meeting Date

29/08/2020

Repealed by-law No.

Details N/A

Added by-law No.

Details ADDED SPECIAL BY-LAW NO. 6 AS SET OUT AT ANNEXURE A PAGE 11
ADDED SPECIAL BY-LAW NO. 7 AS SET OUT AT ANNEXURE A PAGES 11 - 15

Amended by-law No.

Details N/A

Terms and Conditions

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

SIGNING FOR APPLICANT PARTY

The Certifier has taken reasonable steps to verify the identity of the applicant.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP56106

Signer Name ZACHARY MICHAEL SIE

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 03/11/2020

Annexure A

Consolidated By-Laws 56106

1 Vehicles

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

2 Obstruction of common property

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

3 Damage to common property

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

4 Behaviour of owners and occupiers

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

5 Behaviour of invitees

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



6 Depositing rubbish and other material on common property

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

7 Cleaning windows and doors

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

8 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

9 Keeping of animals

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

10 Appearance of lot

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

11 Preservation of fire safety

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

12 Provision of amenities or services

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

- (a) electricity, water or gas supply,
- (b) telecommunication services (for example, cable television).

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

Note.

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

13 Signage – Special By-law 1 Dealing 9408516M

(i) An owner or occupier or administrator of any lot (1 to 41 inclusive) must not display or allow to be displayed any sign or advertisement other than a sign advertising the lot for sale or lease and that any sign or advertisement that is displayed must be in accordance with sub-clause (ii) of the By-Law.

(ii) An owner or occupier or administrator of any lot (1 to 41 inclusive) must not display or allow to be displayed any sign or advertisement advertising the lot for sale or lease which is affixed to the Common Property or on any balcony or balcony railing and the display of any sign or advertisement is always subject to the prior approval of the Executive Committee”, such approval not to be unreasonably withheld.

14 Common Property BBQ – Special By-Law 2 Dealing 9408516M

The common area defined by the westerly wall of lot 41 and the pool fence is hereby defined as the common property "Bar-B-Q Area", and is for the use of guests resident in the motel to prepare Bar-B-Q meals."

"The hours of operation of the Bar-B-Q area are to coincide with the hours of operation of any restaurant/café to minimise potential noise disruption to guests:

Breakfast: 7.30am till 9.30am;
Lunch: 12noon till 2.00pm;
Dinner: 6.00pm till 9.30pm.

The Executive Committee is directly empowered to vary these times by unanimous resolution of members of the Executive or to call an Extraordinary General Meeting to alter this By-Law if unanimous agreement is not reached. No other operation from the Restaurant/Café area is permitted outside the designated times without permission of the Executive Committee"

15 Restaurant/Café – Special By-Law 3 Dealing 9408516M

The hours of operation of any Restaurant/Café are to coincide with those for the Bar-B-Q area to minimize potential noise disruption to guests and are set accordingly as:

Breakfast: 7.30am till 9.30am;
Lunch: 12noon till 2.00pm; and
Dinner: 6.00pm till 10.00pm

16 Special By-Law 4 Dealing 9408516M REPEALED 2009

17 Purchase of Lot 41 – Special By-Law 5 Dealing AA866303W

In addition to its powers, duties and functions under the Strata Schemes Management Act 1996 and the by-laws in force for SP56106, the Owners Corporation is empowered to enter into and complete the purchase of lot 41 in SP56106 on the following conditions:

- a. In accordance with its powers to borrow money and secure the repayment of money under section 110 of the Strata schemes management Act1996, The Owners – Strata Plan No 56106 may borrow money for the purpose of completing the purchase of lot 41 in SP56106. (Note: section 110 (1) of the Strata Schemes Management Act 1996 prohibits the owners corporation from charging the repayment of money borrowed on the common property).
- b. The executive committee may commence and enter into but not finalise negotiations with a bank to borrow money to an amount, which is not greater than \$600,000.
- c. The Executive Committee may not accept any loan proposal received as a result of negotiations carried out by the executive committee under this by-law but must seek approval of The Owners – Strata Plan No 56106 at a duly convened general meeting of the owners corporation.
- d. The Executive Committee may negotiate the purchase of lot 41 with the owner of lot 41 in SP56106 but is restricted to proposing, receiving and considering any offer for the purchase of the lot 41. For the sake of clarity, the executive committee is not empowered to accept any offer to finalise the purchase of lot 41 in SP56106.
- e. Approval of the purchase of lot 41 may only be resolved by The Owners – Strata Plan No 56106 at a duly convened general meeting of the owners corporation.
- f. Approval to borrow monies (under section 110 of the Strata Schemes Management Act 1996) for the purposes set out in this by-law may only be given by the owners corporation at a duly convened general meeting of the owners corporation.
- g. Approval of a loan proposal for the amount approved in clause 6 above for the purchase of lot 41 may only be given by The Owners – Strata Plan No 56106 at a duly convened general meeting of the owners corporation.

h. These restrictions on the powers of the executive committee must be disclosed to the owner of lot 41 and any bank the executive committee intends to negotiate with before commencement of any negotiations.

18 Special By-Law 6 Dealing AC658948H REPEALED 2009

19 Air-Conditioning Special By-Law 1 Dealing AC883891D

Annexure A - Existing split system air-conditioning units installed at the time of making this by-law

On the conditions set out in this by-law, the owner for the time being of each lot nominated in Schedule to this by-law ("the owner") shall have a special privilege in respect of the common property to keep on the common property such [pipes, wires, cables, fans and ancillary items ("the fittings") relating to split system air conditioning unit installed at the date of the making of this by-law on and serving the lot.

The air-conditioning system and fittings are collectively referred to as "the system".

Conditions

1. The rights and responsibilities created by this by-law and these conditions shall apply to any replacement or renewed system.
2. The owners must provide the Owners Corporation with a diagram of any electrical wiring or circuitry which has been or will be altered or added as a result of the installation, alteration or removal of the system, certified as accurate and in compliance with all relevant legislation, regulations, ordinances, building codes and standards by an appropriately qualified electrician or electrical engineer.
3. The system must at all times comply with all relevant legislation, regulations, ordinances, building codes, standards and the by-laws.
4. The owner must maintain the system in a state of good and serviceable repair and must renew or replace it or parts of it whenever necessary.
5. At all times condensate water from the system must be captured and drained to the storm water drainage system.
6. If the system or any part of it must be removed for any purpose:
 - (i) the removal and the replacement must be undertaken by the owner at his own expenses, in a proper and workmanlike manner and so as not to cause any damage to the common property.
 - (ii) the owner must, in a proper and workmanlike manner, restore and make good any damage to the common property.
7. The owner must not use the system if it generates noise or vibration that might in any way interfere with the use and enjoyment of another lot or of the common property.
8. (i) The owner indemnifies and shall keep indemnified the Owners Corporation from and against the following liabilities in respect of the fittings:
 - (a) any insurance excess payable by the Owners Corporation on an insurance claim made by the Owners Corporation in respect of damage, injury or death attributable to the fittings of the lot;
 - (b) any sum payable by the Owners Corporation for any increased insurance premium of the Owners Corporation due to the installation of the fittings of the lot;

(ii) For the sake of clarity this indemnity shall not include any liability or expense incurred by the Owners Corporation due to the failure or inability of the Owners Corporation for whatever reason to effect insurance or adequate insurance cover for its buildings contents and legal liability as required by sections 81 to 95 (inclusive) of the Strata Schemes management Act 1996 (NSW)

For the purpose of this condition the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact of and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

9. Subject to any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property

10. The owner must perform his responsibilities under this by-law at his own cost even if the system is damaged by the Owners Corporation in carrying out any work referred to in Section 65 of the Strata Schemes Management Act 1996.

11. If the owner fails to carry out his obligations under these by-laws within twenty-one (21) days of his being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the cost from the owner.

12 The Owners Corporation shall pay the costs incurred with the registration of this by-law at the office of Land and Property information.

Annexure B – For future air-conditioning systems

in this by-law:

"Split System air-conditioner" means an air-conditioner comprised of the following components:

- (a) Heating/cooling head or heads, exchange coil, fan and thermostat located inside the building and/or on a wall within the lot,
- (b) Compressor unit located outside the building
- (c) Associated equipment required to integrate, connect, control and power the above components; this associated equipment (such as refrigeration piping, conduit, wires, cables, ducts and electrical equipment) may be located on and/or through the common property walls

The owner of a lot must not install or keep on the lot air-conditioning equipment ("the equipment") or any ancillary pipes, wires, cables, fans, ducts and ancillary items ("the fittings") jointly called "the system" to serve the lot or allow such system to be installed or kept except in compliance with the following conditions:

1. (a) The system must be a split system air conditioner or a type approved by the Owners Corporation
(b) The system /cannot be installed or mounted in a window of the lot
2. Before installing the system, the owner must
 - (i) provide the Owners Corporation with a copy of all approvals from the local council and other relevant authorities, including all conditions of approval, together with drawings and specifications relating to the system, and
 - (ii) obtain the written approval of the Owners Corporation to the location and type of the system, which approval the Owners Corporation may not withhold unreasonably.
3. In installing the unit) the owner must:
 - (i) if applicable, comply with all conditions of approval of the local council and other relevant authorities;
 - (ii) comply with the specifications of the manufacturer of the system;
 - (iii) install the system in a proper and workmanlike manner using proper and best quality materials, and

- (iv) not cause any nuisance or annoyance to the owners or occupiers of any lot or persons using the common property.
4. The owner must provide the Owners Corporation with a diagram of any electrical wiring or circuitry which has been or will be altered or added as a result of the installation, alteration or removal of the system, certified as accurate and in compliance with all relevant legislation, regulations, ordinances, building codes and standards by an appropriately qualified electrician or electrical engineer.
5. At all times condensate water from the system must be captured and drained to the storm water drainage system.
6. The system must at all times comply with all relevant legislation, regulations, ordinances, building codes, standards and the by-laws.
7. The owner must maintain the system in a state of good and serviceable repair and must renew or replace it or parts of it whenever necessary.
8. If the system or any part of it must be removed for any purpose:
- (i) the removal and the replacement must be undertaken by the owner at his own expenses, in a proper and workmanlike manner and so as not to cause any damage to the common property.
 - (ii) the owner removes the system or any part of it, he must, in a proper and workmanlike manner, restore and make good any damage to the common property.
9. The owner must not use the system if it generates noise or vibration that might in any way interfere with the use and enjoyment of another lot or of the common property.
10. (i) The owner indemnifies and shall keep indemnified the Owners Corporation from and against the following liabilities in respect of the fittings:
- (A) any insurance excess payable by the Owners Corporation on an insurance claim made by the Owners Corporation in respect of damage, injury or death attributable to the fittings of the lot;
 - (B) any sum payable by the Owners Corporation for any increased insurance premium of the Owners Corporation due to the installation of the fittings of the lot;
- (ii) For the sake of clarity this indemnity shall not include any liability or expense incurred by the owners corporation due to the failure or inability of the owners corporation for whatever reason to effect insurance or adequate insurance cover for its buildings contents and legal liability as required by sections 81 to 95 (inclusive) of the Strata Schemes management Act 1996 (NSW).
11. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
12. The owner must perform his responsibilities under this by-law at his own cost even if the system is damaged by the Owners Corporation in carrying out any work referred to in Section 65 of the Strata Schemes Management Act 1996.
13. If the owner fails to carry out his obligations under these by-laws within twenty-one (21) days of his being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the cost from the owner.
14. The rights and responsibilities created by this by-law and these conditions shall apply to any replacement or renewed system.

20 Special By-law 2 AD466428F – REPEALED 2009

21 Agreement with Caretaker and Letting Agent – Special By-Law 3 Dealing AE894047E

1.1 Power to Appoint

In accordance with the Strata schemes Management Act 1996 (Act), the Owners Corporation has the power to appoint and enter into an Agreement or Agreements with a caretaker and/or a letting agent to provide caretaking, leasing, security, cleaning and operational services for the strata scheme.

1.2 Caretaker's Duties

The caretaker's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with the use of lots in the scheme as high class residential apartments;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
- (d) providing a letting, property management and sales service;
- (e) supervising Owners Corporation employees and contractors;
- (f) supervising security services to the Owners Corporation;
- (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
- (h) supervising the strata scheme generally;
- (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme; and
- (j) providing telecommunication services.

1.3 Caretaker to Comply

The Caretaker must comply with instructions from the Owners Corporation about performing its duties.

1.4 Only One Caretaking or Letting Agreement

The Owners Corporation must not, without the written consent of the Caretaker, enter into more than one Caretaking Agreement or Letting Agreement under this by-law at any one time or revoke or vary this by-law without the written consent of the Caretaker/and or letting agent

1.5 Provide for Payment

Any Caretaking Agreement entered into by the Owners Corporation pursuant to special by-law 1.1 will provide for the payment by the Owners Corporation to the Caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in the Caretaking Agreement. No fees shall be payable by the Owners Corporation under any Letting Agreement.

1.6 Erect Signs

The Letting Agent may, at the Letting Agent's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the Letting Agent, subject to the prior consent of the Owners Corporation, which will not be unreasonably withheld.

1.7 Financier's Rights

The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker or Letting Agent so that the financier's rights pursuant to any security arrangement between the Caretaker, Letting Agent and the financier can be enforced.

22 No Interference with Caretaker or Letting Agent – Special By-Law 2 Dealing AE894047E

The owner or occupier of a lot must not:

(a) interfere with or obstruct the Caretaker/letting agent from performing the Caretaker's/letting agent's duties under the Agreements referred to in special By-law 1;

Or

(b) interfere with or obstruct the Caretaker/letting agent from using any part of the common property designated by the Owners Corporation for use by the Caretaker/letting agent.

23 Financiers contract with Caretaker or Letting Agent – Special By-law 4 Dealing AE894047E

3.1 Power to enter financed contract

The Owners Corporation has the power to enter into any agreement with a financier of the caretaker or letting agent (financed contract) so that the financier's rights pursuant to any security arrangement between the caretaker or letting agent (contractor) and the financier can be enforced. Special By-law 3.2 sets out the provisions that shall be incorporated in any financed contract pursuant to this clause.

3.2 Limitation on termination of financed contract

(a) The Owners Corporation under a financed contract may terminate the contract if:

(i) the Owners Corporation has given the financier for the management rights contract (contract) written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the contract; and

(ii) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the contract; and

(iii) at least 21 days have passed since the notice was given.

(b) However, the Owners Corporation cannot terminate the contract, if under arrangements between the financier and the Contractor, the financier –

(i) is acting under the contract in place of the Contractor, or

(ii) has appointed a person as a receiver or receiver and manager for/ the contract

(c) A financier may take action mentioned in special by-law 3.2(b) only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take action.

(d) The financier may authorise a person to act for the financier for special by-law 3.2 (b)(i) if :

(i) the person is not the contractor or an associate of the contractor;

And

(ii) the Owners Corporation has first approved the person.

(e) For deciding whether to approve a person under special by-law 3.2(d), the Owners Corporation:

(i) must act reasonably in the circumstances and as quickly as practicable; and

(ii) may have regard only to

(A) the character of the person; and

(B) the competency, qualifications and experience of the person.

(f) However, the Owners Corporation must not

(i) unreasonably withhold approval of the person; or

(ii) require or receive a fee or other consideration from approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation for the application for its approval.

(g) Special By-law 3.2(b) does not operate to stop the Owners Corporation from terminating the contract for something done or not done after the financier started to act under the By-law.

(h) Nothing in this section stooops the ending of a financed contract by the mutual agreement of the Owners Corporation, the contractor and the financier.

(i) In this section

'address for service' for a financier, means the financier's address for service

(i) detailed in the financed contract; or

(ii) If the financier's address for service is different to the address contained in the financed contract, the different address.

(j) It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.

24 Restriction on Competition with Caretaker/Letting Agent Special By-law 5 Dealing AE894047E

The owner or occupier of every lot except lot 41 must not on any lot or the common property, except with the written consent of the owner of lot 41, conduct or participate in the conduct of:

(a) the business of a letting agent; or

(b) the business of a pooled rent agency; or

(c) the business of on site Caretaker; or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in special by-law 1 and/or any agreement: and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in special by-law 1 and/or any agreement and/or

(iii) an activity identical or substantially identical with and of the services relating to the letting of Lots referred to in special by-law 1 and/or any agreement.

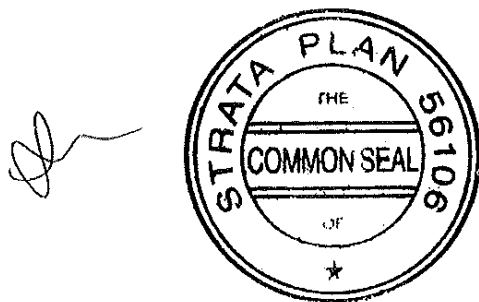
(e) The Owners Corporation must not, without the written consent of the caretaker and letting Agent vary or revoke this by-law.

25 Minor Renovations – Special By-law 6

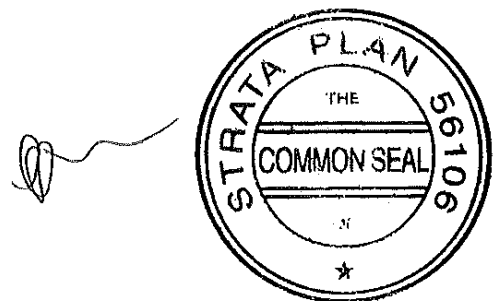
- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
 - ii. The owners corporation in like manner may revoke any such delegation.
 - iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.
- (a) That the strata manager be instructed to arrange registration of the by-law.

26 Common Property Rights Memorandum

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility) (c) guttering (d) membranes



<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
<p>5. Floor</p>	<ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan



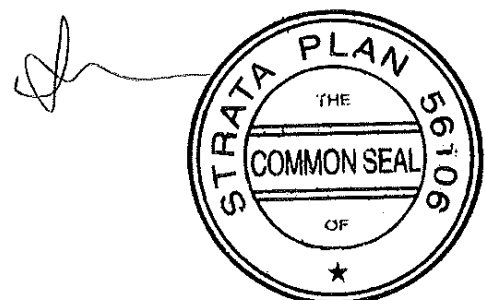
<p>6. General</p>	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
<p>7. Parking / Garage</p>	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
<p>8. Plumbing</p>	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
<p>9. Windows</p>	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

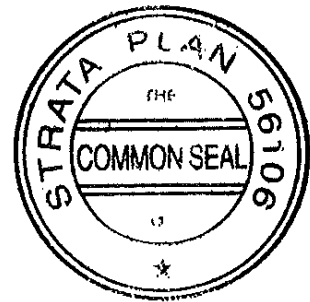
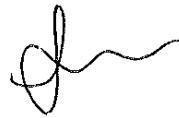
<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan



<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<p>5. Floor</p>	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<p>6. General</p>	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
<p>7. Parking/Garage</p>	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)



8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and (e) cistern bath (f) shower screen (g) bathroom cabinet and (h) mirror taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys



Approved Form 10

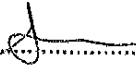
Certificate re Initial Period

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

*that the initial period has expired.

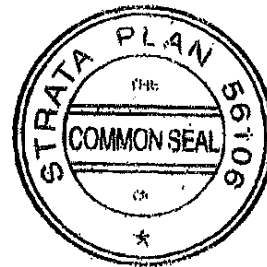
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 56106 was affixed on [^]19th OCTOBER 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: ANGELA FREEMAN
Authority: STRATA MANAGER

Signature: Name:
Authority:

[^] Insert appropriate date * Strike through if inapplicable.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional pages to the top left-hand corner.


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

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

(A) TORRENS TITLE	For the common property CP/SP56106		
(B) LODGED BY	Document Collection Box	Name Zachary Sie Company Kerin Benson Lawyers Address PO Box 156 Adamstown NSW 2299 E-mail Contact Number Customer Account Number (IF APPLICABLE) Reference 03709	CODE CH

- (C) The Owner-Strata Plan No. 56106 certify that a special resolution was passed on 29/8/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Added Special By-law No. 6 and 7
 Amended by-law No. NOT APPLICABLE
 as fully set out below :
 ADDED SPECIAL BY-LAW NO.6 AS SET OUT AT ANNEXURE A PAGE 11
 ADDED SPECIAL BY-LAW NO.7 AS SET OUT AT ANNEXURE A PAGES 11 - 15

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 56106 was affixed on 19th OCTOBER 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 

Name : ANGELA FREEMAN

Authority : STRATA MANAGER

Signature :

Name :

Authority :



Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 006943

Land Registry Document Identification

AT646817

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP56106	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP56106
Other legal entity

Meeting Date

29/07/2023

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-Law 31

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP56106

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 30/11/2023

Annexure A

Consolidated By-Laws 56106

1 Vehicles

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

2 Obstruction of common property

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

3 Damage to common property

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

4 Behaviour of owners and occupiers

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

5 Behaviour of invitees

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



6 Depositing rubbish and other material on common property

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

7 Cleaning windows and doors

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

8 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

9 Keeping of animals (repealed and replaced 22 November 2021, see by-law 29)

10 Appearance of lot

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

11 Preservation of fire safety

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

12 Provision of amenities or services

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

- (a) electricity, water or gas supply,
- (b) telecommunication services (for example, cable television).

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

Note.

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

13 Signage – Special By-law 1 Dealing 9408516M

(i) An owner or occupier or administrator of any lot (1 to 41 inclusive) must not display or allow to be displayed any sign or advertisement other than a sign advertising the lot for sale or lease and that any sign or advertisement that is displayed must be in accordance with sub-clause (ii) of the By-Law.

(ii) An owner or occupier or administrator of any lot (1 to 41 inclusive) must not display or allow to be displayed any sign or advertisement advertising the lot for sale or lease which is affixed to the Common Property or on any balcony or balcony railing and the display of any sign or advertisement is always subject to the prior approval of the Executive Committee”, such approval not to be unreasonably withheld.

14 Common Property BBQ – Special By-Law 2 Dealing 9408516M

The common area defined by the westerly wall of lot 41 and the pool fence is hereby defined as the common property “Bar-B-Q Area”, and is for the use of guests resident in the motel to prepare Bar-B-Q meals.”

“The hours of operation of the Bar-B-Q area are to coincide with the hours of operation of any restaurant/café to minimise potential noise disruption to guests:

Breakfast: 7.30am till 9.30am;
Lunch: 12noon till 2.00pm;
Dinner: 6.00pm till 9.30pm.

The Executive Committee is directly empowered to vary these times by unanimous resolution of members of the Executive or to call an Extraordinary General Meeting to alter this By-Law if unanimous agreement is not reached. No other operation from the Restaurant/Café area is permitted outside the designated times without permission of the Executive Committee”

15 Restaurant/Café – Special By-Law 3 Dealing 9408516M

The hours of operation of any Restaurant/Café are to coincide with those for the Bar-B-Q area to minimize potential noise disruption to guests and are set accordingly as:

Breakfast: 7.30am till 9.30am;
Lunch: 12noon till 2.00pm; and
Dinner: 6.00pm till 10.00pm

16 Special By-Law 4 Dealing 9408516M REPEALED 2009

17 Purchase of Lot 41 – Special By-Law 5 Dealing AA866303W

In addition to its powers, duties and functions under the Strata Schemes Management Act 1996 and the by-laws in force for SP56106, the Owners Corporation is empowered to enter into and complete the purchase of lot 41 in SP56106 on the following conditions:

- a. In accordance with its powers to borrow money and secure the repayment of money under section 110 of the Strata schemes management Act1996, The Owners – Strata Plan No 56106 may borrow money for the purpose of completing the purchase of lot 41 in SP56106. (Note: section 110 (1) of the Strata Schemes Management Act 1996 prohibits the owners corporation from charging the repayment of money borrowed on the common property).
- b. The executive committee may commence and enter into but not finalise negotiations with a bank to borrow money to an amount, which is not greater than \$600,000.
- c. The Executive Committee may not accept any loan proposal received as a result of negotiations carried out by the executive committee under this by-law but must seek approval of The Owners – Strata Plan No 56106 at a duly convened general meeting of the owners corporation.
- d. The Executive Committee may negotiate the purchase of lot 41 with the owner of lot 41 in SP56106 but is restricted to proposing, receiving and considering any offer for the purchase of the lot 41. For the sake of clarity, the executive committee is not empowered to accept any offer to finalise the purchase of lot 41 in SP56106.
- e. Approval of the purchase of lot 41 may only be resolved by The Owners – Strata Plan No 56106 at a duly convened general meeting of the owners corporation.
- f. Approval to borrow monies (under section 110 of the Strata Schemes Management Act 1996) for the purposes set out in this by-law may only be given by the owners corporation at a duly convened general meeting of the owners corporation.
- g. Approval of a loan proposal for the amount approved in clause 6 above for the purchase of lot 41 may only be given by The Owners – Strata Plan No 56106 at a duly convened general meeting of the owners corporation.

h. These restrictions on the powers of the executive committee must be disclosed to the owner of lot 41 and any bank the executive committee intends to negotiate with before commencement of any negotiations.

18 Special By-Law 6 Dealing AC658948H REPEALED 2009

19 Air-Conditioning Special By-Law 1 Dealing AC883891D

Annexure A - Existing split system air-conditioning units **installed at the time of making** this by-law

On the conditions set out in this by-law, the owner for the time being of each lot nominated in Schedule to this by-law ("the owner") shall have a special privilege in respect of the common property to keep on the common property such [pipes, wires, cables, fans and ancillary items ("the fittings") relating to split system air conditioning unit installed at the date of the making of this by-law on and serving the lot.

The air-conditioning system and fittings are collectively referred to as "the system".

Conditions

1. The rights and responsibilities created by this by-law and these conditions shall apply to any replacement or renewed system.
2. The owners must provide the Owners Corporation with a diagram of any electrical wiring or circuitry which has been or will be altered or added as a result of the installation, alteration or removal of the system, certified as accurate and in compliance with all relevant legislation, regulations, ordinances, building codes and standards by an appropriately qualified electrician or electrical engineer.
3. The system must at all times comply with all relevant legislation, regulations, ordinances, building codes, standards and the by-laws.
4. The owner must maintain the system in a state of good and serviceable repair and must renew or replace it or parts of it whenever necessary.
5. At all times condensate water from the system must be captured and drained to the storm water drainage system.
6. If the system or any part of it must be removed for any purpose:
 - (i) the removal and the replacement must be undertaken by the owner at his own expenses, in a proper and workmanlike manner and so as not to cause any damage to the common property.
 - (ii) the owner must, in a proper and workmanlike manner, restore and make good any damage to the common property.
7. The owner must not use the system if it generates noise or vibration that might in any way interfere with the use and enjoyment of another lot or of the common property.
8. (i) The owner indemnifies and shall keep indemnified the Owners Corporation from and against the following liabilities in respect of the fittings:
 - (a) any insurance excess payable by the Owners Corporation on an insurance claim made by the Owners Corporation in respect of damage, injury or death attributable to the fittings of the lot;
 - (b) any sum payable by the Owners Corporation for any increased insurance premium of the Owners Corporation due to the installation of the fittings of the lot;
 - (ii) For the sake of clarity this indemnity shall not include any liability or expense incurred by the Owners Corporation due to the failure or inability of the Owners Corporation for whatever reason to effect insurance or adequate insurance cover for its buildings contents and legal liability as required by sections 81 to 95 (inclusive) of the Strata Schemes management Act 1996 (NSW)

For the purpose of this condition the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact of and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

9. Subject to any amendment of the by-laws from time to time and any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property

10. The owner must perform his responsibilities under this by-law at his own cost even if the system is damaged by the Owners Corporation in carrying out any work referred to in Section 65 of the Strata Schemes Management Act 1996.

11. If the owner fails to carry out his obligations under these by-laws within twenty-one (21) days of his being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the cost from the owner.

12 The Owners Corporation shall pay the costs incurred with the registration of this by-law at the office of Land and Property information.

Annexure B – For future air-conditioning systems

In this by-law:

"Split System air-conditioner" means an air-conditioner comprised of the following components:

- (a) Heating/cooling head or heads, exchange coil, fan and thermostat located inside the building and/or on a wall within the lot,
- (b) Compressor unit located outside the building
- (c) Associated equipment required to Integrate, connect, control and power the above components; this associated equipment (such as refrigeration piping, conduit, wires, cables, ducts and electrical equipment) may be located on and/or through the common property walls

The owner of a lot must not install or keep on the lot air-conditioning equipment ("the equipment") or any ancillary pipes, wires, cables, fans, ducts and ancillary items ("the fittings") jointly called "the system" to serve the lot or allow such system to be installed or kept except in compliance with the following conditions:

1. (a) The system must be a split system air conditioner or a type approved by the Owners Corporation
(b) The system /cannot be installed or mounted in a window of the lot
2. Before installing the system, the owner must
 - (i) provide the Owners Corporation with a copy of all approvals from the local council and other relevant authorities, including all conditions of approval, together with drawings and specifications relating to the system, and
 - (ii) obtain the written approval of the Owners Corporation to the location and type of the system, which approval the Owners Corporation may not withhold unreasonably.
3. In installing the unit) the owner must:
 - (i) if applicable, comply with all conditions of approval of the local council and other relevant authorities;
 - (ii) comply with the specifications of the manufacturer of the system;
 - (iii) install the system in a proper and workmanlike manner using proper and best quality materials, and

(iv) not cause any nuisance or annoyance to the owners or occupiers of any lot or persons using the common property.

4. The owner must provide the Owners Corporation with a diagram of any electrical wiring or circuitry which has been or will be altered or added as a result of the installation, alteration or removal of the system, certified as accurate and in compliance with all relevant legislation, regulations, ordinances, building codes and standards by an appropriately qualified electrician or electrical engineer.

5. At all times condensate water from the system must be captured and drained to the storm water drainage system.

6. The system must at all times comply with all relevant legislation, regulations, ordinances, building codes, standards and the by-laws.

7. The owner must maintain the system in a state of good and serviceable repair and must renew or replace it or parts of it whenever necessary.

8. If the system or any part of it must be removed for any purpose:

(i) the removal and the replacement must be undertaken by the owner at his own expenses, in a proper and workmanlike manner and so as not to cause any damage to the common property.

(ii) the owner removes the system or any part of it, he must, in a proper and workmanlike manner, restore and make good any damage to the common property.

9. The owner must not use the system if it generates noise or vibration that might in any way interfere with the use and enjoyment of another lot or of the common property.

10. (i) The owner indemnifies and shall keep indemnified the Owners Corporation from and against the following liabilities in respect of the fittings:

(A) any insurance excess payable by the Owners Corporation on an insurance claim made by the Owners Corporation in respect of damage, injury or death attributable to the fittings of the lot;

(B) any sum payable by the Owners Corporation for any increased insurance premium of the Owners Corporation due to the installation of the fittings of the lot;

(ii) For the sake of clarity this indemnity shall not include any liability or expense incurred by the owners corporation due to the failure or inability of the owners corporation for whatever reason to effect insurance or adequate insurance cover for its buildings contents and legal liability as required by sections 81 to 95 (inclusive) of the Strata Schemes management Act 1996 (NSW).

11. Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

12. The owner must perform his responsibilities under this by-law at his own cost even if the system is damaged by the Owners Corporation in carrying out any work referred to in Section 65 of the Strata Schemes Management Act 1996.

13. If the owner fails to carry out his obligations under these by-laws within twenty-one (21) days of his being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the cost from the owner.

14. The rights and responsibilities created by this by-law and these conditions shall apply to any replacement or renewed system.

20 Special By-law 2 AD466428F – REPEALED 2009

21 Agreement with Caretaker and Letting Agent – Special By-Law 3 Dealing AE894047E

1.1 Power to Appoint

In accordance with the Strata schemes Management Act 1996 (Act), the Owners Corporation has the power to appoint and enter into an Agreement or Agreements with a caretaker and/or a letting agent to provide caretaking, leasing, security, cleaning and operational services for the strata scheme.

1.2 Caretaker's Duties

The caretaker's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with the use of lots in the scheme as high class residential apartments;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;
- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service;
- (d) providing a letting, property management and sales service;
- (e) supervising Owners Corporation employees and contractors;
- (f) supervising security services to the Owners Corporation;
- (g) providing cleaning, pool cleaning and gardening services to the Owners Corporation;
- (h) supervising the strata scheme generally;
- (i) anything else that the Owners Corporation agrees is necessary for the operation and management of the strata scheme; and
- (j) providing telecommunication services.

1.3 Caretaker to Comply

The Caretaker must comply with instructions from the Owners Corporation about performing its duties.

1.4 Only One Caretaking or Letting Agreement

The Owners Corporation must not, without the written consent of the Caretaker, enter into more than one Caretaking Agreement or Letting Agreement under this by-law at any one time or revoke or vary this by-law without the written consent of the Caretaker/and or letting agent

1.5 Provide for Payment

Any Caretaking Agreement entered into by the Owners Corporation pursuant to special by-law 1.1 will provide for the payment by the Owners Corporation to the Caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in the Caretaking Agreement. No fees shall be payable by the Owners Corporation under any Letting Agreement.

1.6 Erect Signs

The Letting Agent may, at the Letting Agent's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the Letting Agent, subject to the prior consent of the Owners Corporation, which will not be unreasonably withheld.

1.7 Financier's Rights

The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker or Letting Agent so that the financier's rights pursuant to any security arrangement between the Caretaker, Letting Agent and the financier can be enforced.

22 No Interference with Caretaker or Letting Agent – Special By-Law 2 Dealing AE894047E

The owner or occupier of a lot must not:

(a) interfere with or obstruct the Caretaker/letting agent from performing the Caretaker's/letting agent's duties under the Agreements referred to in special By-law 1;

Or

(b) interfere with or obstruct the Caretaker/letting agent from using any part of the common property designated by the Owners Corporation for use by the Caretaker/letting agent.

23 Financiers contract with Caretaker or Letting Agent – Special By-law 4 Dealing AE894047E

3.1 Power to enter financed contract

The Owners Corporation has the power to enter into any agreement with a financier of the caretaker or letting agent (financed contract) so that the financier's rights pursuant to any security arrangement between the caretaker or letting agent (contractor) and the financier can be enforced. Special By-law 3.2 sets out the provisions that shall be incorporated in any financed contract pursuant to this clause.

3.2 Limitation on termination of financed contract

(a) The Owners Corporation under a financed contract may terminate the contract if:

- (i) the Owners Corporation has given the financier for the management rights contract (contract) written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the contract; and
- (ii) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the contract; and
- (iii) at least 21 days have passed since the notice was given.

(b) However, the Owners Corporation cannot terminate the contract, if under arrangements between the financier and the Contractor, the financier –

- (i) is acting under the contract in place of the Contractor, or
- (ii) has appointed a person as a receiver or receiver and manager for/ the contract

(c) A financier may take action mentioned in special by-law 3.2(b) only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take action.

(d) The financier may authorise a person to act for the financier for special by-law 3.2 (b)(i) if :

- (i) the person is not the contractor or an associate of the contractor;

And

- (ii) the Owners Corporation has first approved the person.

(e) For deciding whether to approve a person under special by-law 3.2(d), the Owners Corporation:

- (i) must act reasonably in the circumstances and as quickly as practicable; and

(ii) may have regard only to

(A) the character of the person; and

(B) the competency, qualifications and experience of the person.

(f) However, the Owners Corporation must not

(i) unreasonably withhold approval of the person; or

(ii) require or receive a fee or other consideration from approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation for the application for its approval.

(g) Special By-law 3.2(b) does not operate to stop the Owners Corporation from terminating the contract for something done or not done after the financier started to act under the By-law.

(h) Nothing in this section stooops the ending of a financed contract by the mutual agreement of the Owners Corporation, the contractor and the financier.

(i) In this section

'address for service' for a financier, means the financier's address for service

(i) detailed in the financed contract; or

(ii) if the financier's address for service is different to the address contained in the financed contract, the different address.

(j) It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.

24 Restriction on Competition with Caretaker/Letting Agent Special By-law 5 Dealing AE894047E

The owner or occupier of every lot except lot 41 must not on any lot or the common property, except with the written consent of the owner of lot 41, conduct or participate in the conduct of:

(a) the business of a letting agent; or

(b) the business of a pooled rent agency; or

(c) the business of on site Caretaker; or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in special by-law 1 and/or any agreement: and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in special by-law 1 and/or any agreement and/or

(iii) an activity identical or substantially identical with and of the services relating to the letting of Lots referred to in special by-law 1 and/or any agreement.

(e) The Owners Corporation must not, without the written consent of the caretaker and letting Agent vary or revoke this by-law.

25 Minor Renovations – Special By-law 6

- i. 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.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.
 - (a) That the strata manager be instructed to arrange registration of the by-law.

26 Common Property Rights Memorandum

1. Balcony and courtyards	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	<ul style="list-style-type: none"> (a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner’s responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner’s responsibility) (c) guttering (d) membranes

<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
<p>5. Floor</p>	<ul style="list-style-type: none"> (a) original floorboards or parquet flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan

<p>6. General</p>	<ul style="list-style-type: none"> (a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner’s responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
<p>7. Parking / Garage</p>	<ul style="list-style-type: none"> (a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
<p>8. Plumbing</p>	<ul style="list-style-type: none"> (a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground
<p>9. Windows</p>	<ul style="list-style-type: none"> (a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (a) false ceilings inside the lot installed by an owner after the registration of the strata plan

<p>3. Electrical</p>	<ul style="list-style-type: none"> (a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<p>5. Floor</p>	<ul style="list-style-type: none"> (a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquetry flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<p>6. General</p>	<ul style="list-style-type: none"> (a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
<p>7. Parking/Garage</p>	<ul style="list-style-type: none"> (a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)

8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and (e) cistern bath (f) shower screen (g) bathroom cabinet and (h) mirror taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

By-Law No.27 - Renovations Unit 25 (passed 31 July 2021)

A DEFINITIONS

"Owner" means the lot number in Strata Plan no. 25 whose number is specified in the Schedule.

"Building Works" means the renovation and/or alteration of unit(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

(A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and

(B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. CONDITIONS

1 MAINTENANCE

(A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.

(B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

2 DOCUMENTATION

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation or Strata Committee for approval;

(A) plans and drawings;

(B) specifications;

(C) structural diagrams (if required);

(D) a Schedule of Works; and

(E) any other document reasonably required by the Owners Corporation or Strata Committee.

3 APPROVALS

- (A) The Building Works must be compliant with Australian Standards.
- (B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;
 - (i) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and
 - (ii) any other relevant statutory authority whose requirements apply to the Building Works.

4 INSURANCE

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

- (A) contractors all works insurance (if required);
- (B) insurance required under the Home Building Act 1989 (if required);
- (C) workers compensation insurance (if required); and
- (D) public liability insurance in the amount of \$10,000,000 (if required)

5 PERFORMANCE OF WORKS

In performing the Building Works, the Owner must;

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;
- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

6 LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7 INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8 COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

9 OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

10 RIGHT TO REMEDY DEFAULT

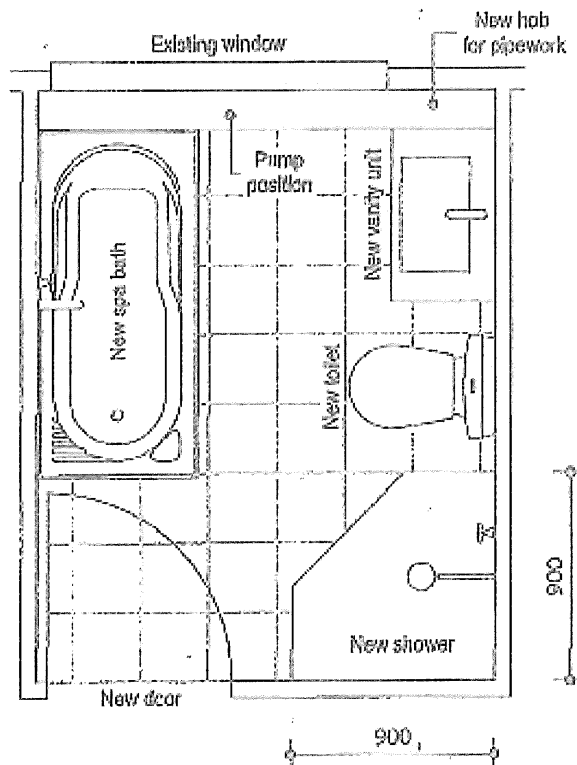
If the Owner fails to comply with any obligation under this by-law, THEN the Owners Corporation may;

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

ENCLOSURE 1

Means building works carried out by Owners at their Lot, so far as those works affect the adjacent common property, including but not limited to renovations to the bathroom including;

1. Disconnect and remove all existing tap ware, shower screen, toilet, vanity unit, bath from the bathroom
2. Remove existing wall and floor tiles throughout bathroom
3. Carry out carpentry to prepare the bathroom for relining
4. Carry out waterproofing to comply with the Building Code of Australia
5. Lay new wall and floor tiles throughout bathroom
6. Install shower tap ware, spa bath install vanity and install toilet
7. Disposal of all building waste
8. Alterations to the layout of the plumbing and electrical system in the Lot



Note: Check measure required prior to installation

By-Law No. 28 – Authorisation of Building Works in Lot 32 (passed 31 July 2021)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 32 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(a) Works to the Bathroom including;

(i) removal of existing floor tiles and wall tiles, waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers, shower, bath tub, shower screen and toilet suite;

(ii) installation of new floor tiles and wall tiles including screeding of floors (if required), waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers, shower, bath tub, shower screen and toilet suite and connection to existing water and waste service points; and

(iii) all associated plumbing service and connection works, as necessary including the installation of all associated wiring, cabling and switches as required;

substantially as depicted on the drawings prepared by Tradepro, copies of which were circulated in the meeting notice at which this by-law was made. of this by-law at Annexure A ("Plans").

2. Definitions

For the purposes of this by-law:

"Council" means Port Stephens Council;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works;

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation;

- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Plans without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

By-law 29 - Keeping of Animals (passed 22 November 2021)

- (1) An Owner of a lot may keep an animal on the lot or the common property with the written approval of the Owners Corporation
 - (a) A request to keep an animal at the property must include the completed SCA Pet Application Form, and include all additional documents as outlined on the checklist and be sent to the Strata Manager by email or post.
- (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 written reasons for any refusal to grant approval
 - (a) The applicant will receive a response within 10 working days of receipt of the application.

- (b) Once approval has been granted, the owner must sign the pet keeping agreement attached to the SCA Pet Application Form and send it back to the Strata Manager within 7 days
- (3) If an owner of a lot keeps an animal on the lot, the owner must:
 - (a) Keep the animal within the lot,
 - (b) Supervise and restrain the animal when it is on common property,
 - (c) Take any action that is necessary to clean all areas of the lot or the common property that are soiled or damaged by the animal,
 - (d) Ensure that the animal does not enter the pool/restaurant or BBQ area
 - (e) Ensure that the animal does not become a nuisance or hazard to other occupiers of lots at the property or unreasonably interfere with the use and enjoyment of another lot or common property
- (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.

Special By-Law 30 – Authorisation of Building Works in Lot 40 (passed 30 July 2022)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 40 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to the bathroom including:
 - (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
 - (ii) screeding of floors (if required) and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
 - (iii) installation of new floor tiles, wall tiles, waterproofing, and fixtures and fittings including toilet, bath tub, shower, shower screen, vanity, basin, tapware (and mixers for taps if required);
 - (iv) removal of existing and/or installation of new lighting and power points;
 - (v) connection to existing water, waste, and electrical services as required;
- (b) Works to the WC including:
 - (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
 - (ii) screeding of floors (if required) in preparation for new floor tiles and rendering of walls (if required)
 - (iii) installation of new floor tiles, waterproofing, and fixtures and fittings including toilet, vanity, basin, tapware (and mixers for taps if required);
 - (iv) replacement of existing hot water system including:
 - i. the removal of the existing hot water system in the WC;
 - ii. the installation of a new hot water system (including the storage tank and water inlet pipe or pipes) at the existing location;
 - iii. installation of ducting, wiring, cabling and conduit as required;
 - (v) removal of existing and/or installation of new lighting and power points;

- (vi) connection to existing water, waste, and electrical services as required;
- (c) Works to the kitchen:
 - (i) removal of existing floor tiles, wall tiles, all fixtures and fittings, and all appliances;
 - (ii) installation of new floor tiles, wall tiles, and fixtures and fittings including cabinetry, benchtop, sink, tap ware (and mixers for taps if required), and appliances including cooktop, oven, rangehood, dishwasher;
 - (iii) removal of existing and/or installation of new lighting and power points;
 - (iv) connection to existing water, waste, and electrical services as required;
- (d) Works to the laundry including:
 - (i) removal of the existing floor tiles,
 - (ii) screeding of floors (if required) in preparation of new floor tiles and rendering of walls (if required)
 - (iii) installation of new floor tiles, wall tiles/Splash Back, waterproofing, and fixtures and fittings including cabinetry, laundry tub, tapware (and mixers for taps if required), washing machine and dryer.
 - (iv) removal of existing and/or installation of new lighting and power points.
 - (v) connection to existing water, waste, and electrical services as required;

substantially in accordance with the drawings annexed to and forming part of this by-law at Annexure A (the "Plans").

2. Definitions

For the purposes of this by-law:

"**Council**" means Ports Stephens Council or any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto including the installation of cabling and wiring.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works; and
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

- i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
- ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
- iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) *The Works must be undertaken at the cost of the Owner.*
- (b) *The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.*

7. Right to Remedy Default

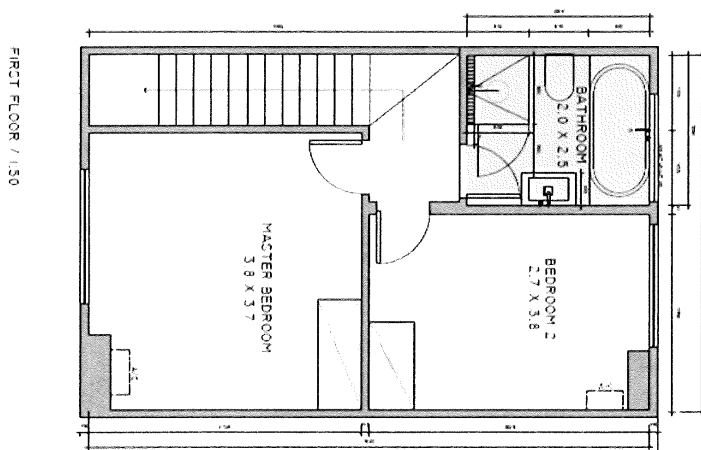
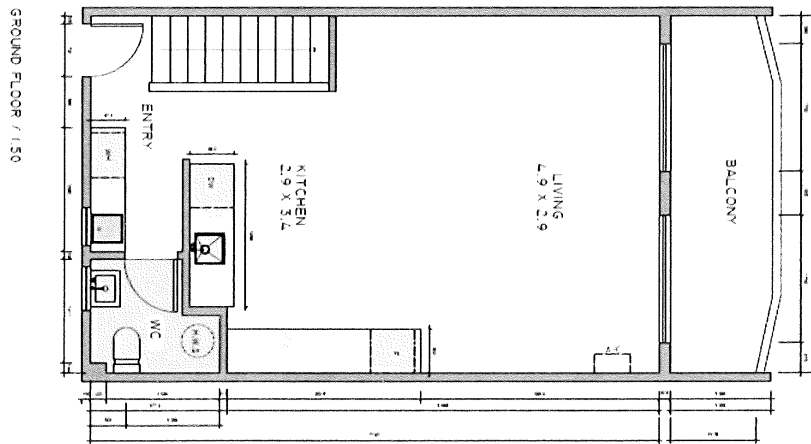
If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;

- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

Annexure A



MAGIEA DESIGN
 17/100 GUY RASBURY DRIVE, GARDENS, NSW 1585
 TEL: (02) 9371 1888 FAX: (02) 9371 1889
 www.magieadesign.com.au

Drawings Title: **FLOOR PLAN**
 Scale: **1/50**
 Drawing No: **3.00**

Client: **NEELA CORREY**
 Address: **NEILON BAY**

Drawn By: **NEELA CORREY**
 Date: **15/12/2023**

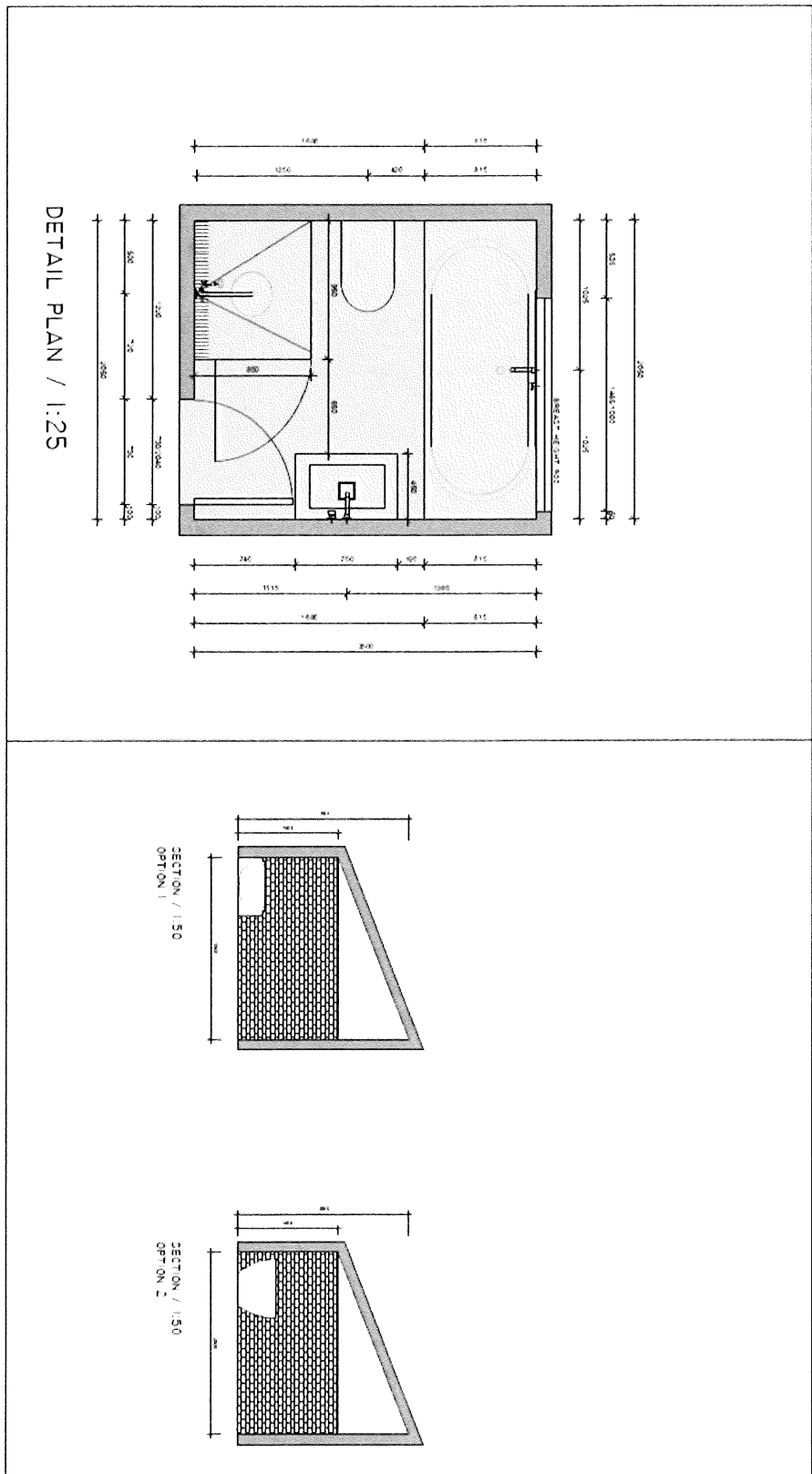
Checked By: **NEELA CORREY**
 Date: **15/12/2023**

Project Name: **NEILON BAY**
 Date: **15/12/2023**

Project No: **158**
 Date: **15/12/2023**

Project Name: **NEILON BAY**
 Date: **15/12/2023**

Project No: **158**
 Date: **15/12/2023**



PROJECT INFORMATION

PROJECT NO: DRAWING NO:

CLIENT: ADDRESS:

DATE:

DESIGNER

NAME: DATE:

SCALE

SCALE:

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNER'S DECLARATION

I, the undersigned, being a duly qualified Architect or Engineer, hereby certify that this is a true and correct copy of the design as approved by me.

SIGNED: DATE:

APPROVED BY:

NAME: DATE:

PROJECT TITLE

PROJECT TITLE:

SCALE

SCALE:

DESIGNER'S DECLARATION

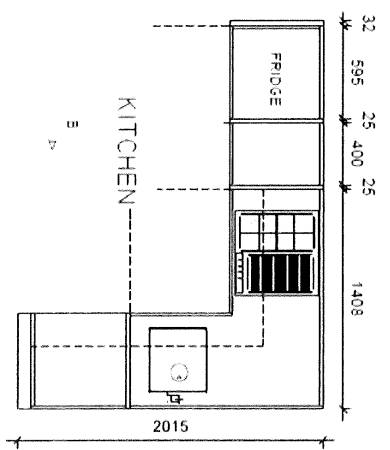
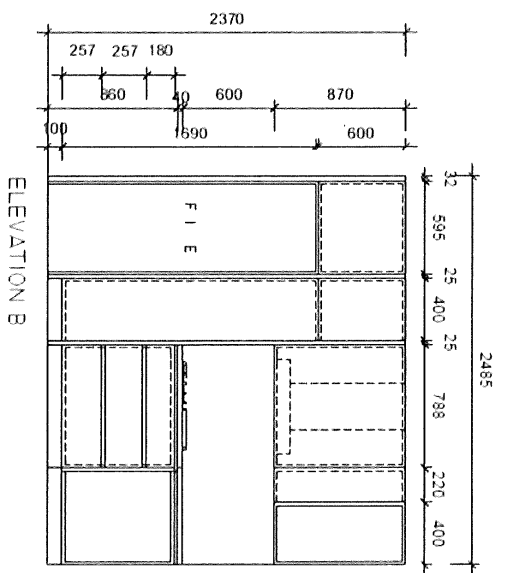
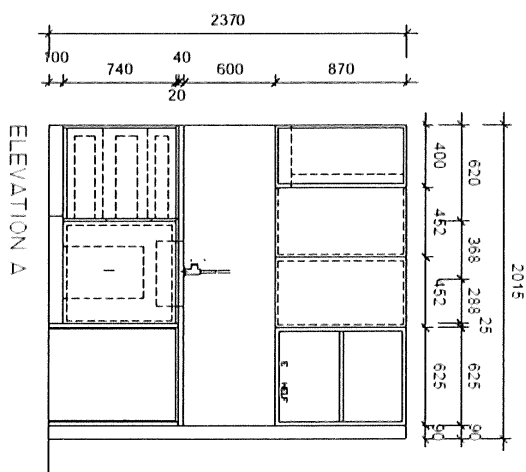
I, the undersigned, being a duly qualified Architect or Engineer, hereby certify that this is a true and correct copy of the design as approved by me.

SIGNED: DATE:

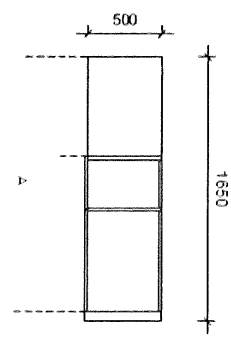
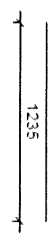
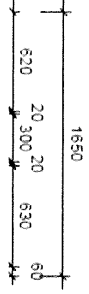
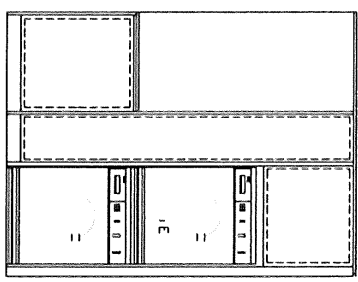
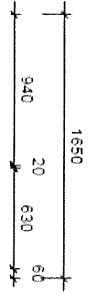
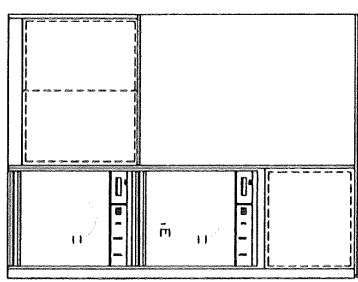
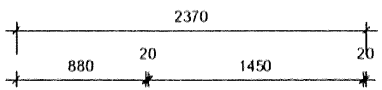
MAGELA DESIGN

10/100 The Arcade, Sydney NSW 2000
 Tel: (02) 9711 0800
 Fax: (02) 9711 0801
 Email: info@magela.com.au

PROJECT INFORMATION	
Client:	_____
Project Name:	_____
Address:	_____
Site No.:	_____
Date:	_____
DRAWING INFORMATION	
Scale:	1:50
Sheet No.:	_____
Drawn By:	_____
Checked By:	_____
Date:	_____
MAGELA DESIGN	
1/100	



PROJECT NO: 23/11166 PROJECT NAME: THE COVE CLIENT: THE COVE ARCHITECT: MAGELA DESIGN DATE: 12/12/23	DRAWING NO: 2.00 DRAWING TITLE: FLOOR PLAN DATE: 12/12/23	SHEET NO: 2.00 SHEET TITLE: FLOOR PLAN DATE: 12/12/23	PROJECT NO: 23/11166 PROJECT NAME: THE COVE CLIENT: THE COVE ARCHITECT: MAGELA DESIGN DATE: 12/12/23
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Special By-Law No. 31 - Rules Governing the Positioning and Use of Video Surveillance (passed 29 July 2023)

Ownership

- Footage constitutes a record owned and controlled by Owners Corporation, and kept safe by the Building Manager

Use

- Must be reasonable in the circumstances and balance security issues against privacy rights.
- Must be for security purposes only and can be used to enforce by-law breaches involving the security or amenity of residents.
- Must only permit surveillance over common property but excludes the inside of private lots, as this could be seen as an unreasonable invasion of privacy.
- Visual recording only; no sound or recording of private conversations permitted.

Retention Period

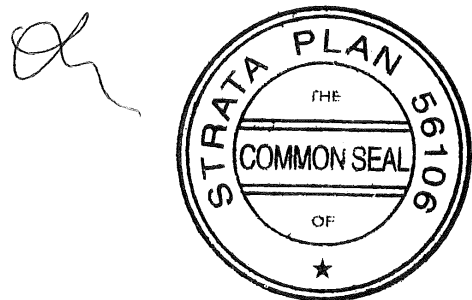
- Retention period no longer than 30 days

Access

- The access policy must be documented and include the process for recording the date, reason and who accessed the footage.
- Recordings must be held in a secure area under the control of the Building Manager.
- The system must have access control, i.e., Username and Password
- Access is restricted to the Building Manager, Strata Manager, any two members of the Strata Committee, or at request from any Law Enforcement Agency.
- When a complaint or evidence of an unauthorised entry, theft, damage to common property or threat to the personal safety of any owner, resident or occupier is received. Footage must be available to a lot owner (see Act re access to strata records) on written request to Strata Manager.

Positioning of Cameras

- Must be positioned to cover areas of the common property only and not trespass on private property without the written consent of the owner.
- Signage of appropriate size advising that building residents and visitors will be monitored by CCTV at each building entry.
- Signage must properly notify all residents of the areas under video surveillance.
- No lot owner or resident is permitted to record the activities of others, either video or sound or photos, without the written consent of the person.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional pages to the top left-hand corner.


**Strata Schemes Management Act 2015
Real Property Act 1900**

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

(A) TORRENS TITLE	For the common property CP/SP56106	
(B) LOGGED BY	Document Collection Box Name Paulina Mena Company Kerin Benson Lawyers Address Suite 9.01, 46 Market Street Sydney NSW 2000 E-mail paulina@kerinbensonlawyers.com.au Contact Number 0287067060 Customer Account Number (IF APPLICABLE) Reference 006943	CODE CH

- (C) The Owner-Strata Plan No. 56106 certify that a special resolution was passed on 29/7/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 31
Amended by-law No. NOT APPLICABLE
as fully set out below :
Annexure A: Special By-Law 31, as set out at page 32.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 56106 was affixed on 15 November 2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 
Name : ANGELA FREEMAN
Authority : STRATA MANAGER

Signature :
Name :
Authority :



**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:

**INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001**

Reference: 24/11226 BREEZE

Issue Date: 06/02/2024

PROPERTY DESCRIPTION:

**Unit 28 1 Trafalgar Street NELSON BAY NSW 2315 Parcel No: 32953
LOT: 28 SP: 56106**

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4980 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

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 development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

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
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land
Chapter 2 Coastal management 2018

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas 2017

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land.

Port Stephens Development Control Plan 2014.

- (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 (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan

Draft Development Control Plan 2014 - Chapter B8 Road Network and Parking (electric vehicles)

Draft Development Control Plan 2014 - Chapter B5 Flooding

2. Zoning and land use under relevant planning instruments

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

a) The identity of the zone –

R2 Low Density Residential

The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres;

Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

c) Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Medium Density Housing Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

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

Fire Safety Code

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

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council does not have sufficient information to ascertain the reason why complying development may not be carried out under the Policy. Contact Councils duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

(3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code

(within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

- (4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

- (1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

Exempt development under the General Exempt Development Code MAY be carried out on the land.

Division 2 Advertising and Signage Code

Exempt development under the Advertising and Signage Code MAY be carried out on the land.

Division 3 Temporary Uses and Structures Code

Exempt development under the Temporary Uses and Structures Code MAY be carried out on the land.

Note: Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act
Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Polcy.

6. Affected building notices and building product rectification orders

- (1) Whether or not the council is aware that –

- a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

- b) A building product rectification order is in force in relation to the land that has not been fully complied with

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *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 *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

The land or part of the land is within the flood planning area and subject to flood related development controls. If you wish to apply for a Flood Certificate, please refer to Council's Flood Certificate Information on our website at www.portstephens.nsw.gov.au

The land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls. If you wish to apply for a Flood Certificate, please refer to Council's Flood Certificate Information on our website at www.portstephens.nsw.gov.au

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

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

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity, coastal hazards or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning and Environment Spatial Viewer.

NOTE: The absence of a council policy restricting the 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

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivison information

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

Not applicable.

15. Property vegetation plans

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

No, Council has not been notified of any property vegetation plans under the Native Vegetation Act 2003 that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

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

No, Council has not been notified that the land is a biodiversity stewardship site.

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

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

No, Council has not been notified that the land is biodiversity certified land.

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*

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

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

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

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

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. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

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

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate (of which Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

Additional matters

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:

- (a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
- (e) Whether or not 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 statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager**



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

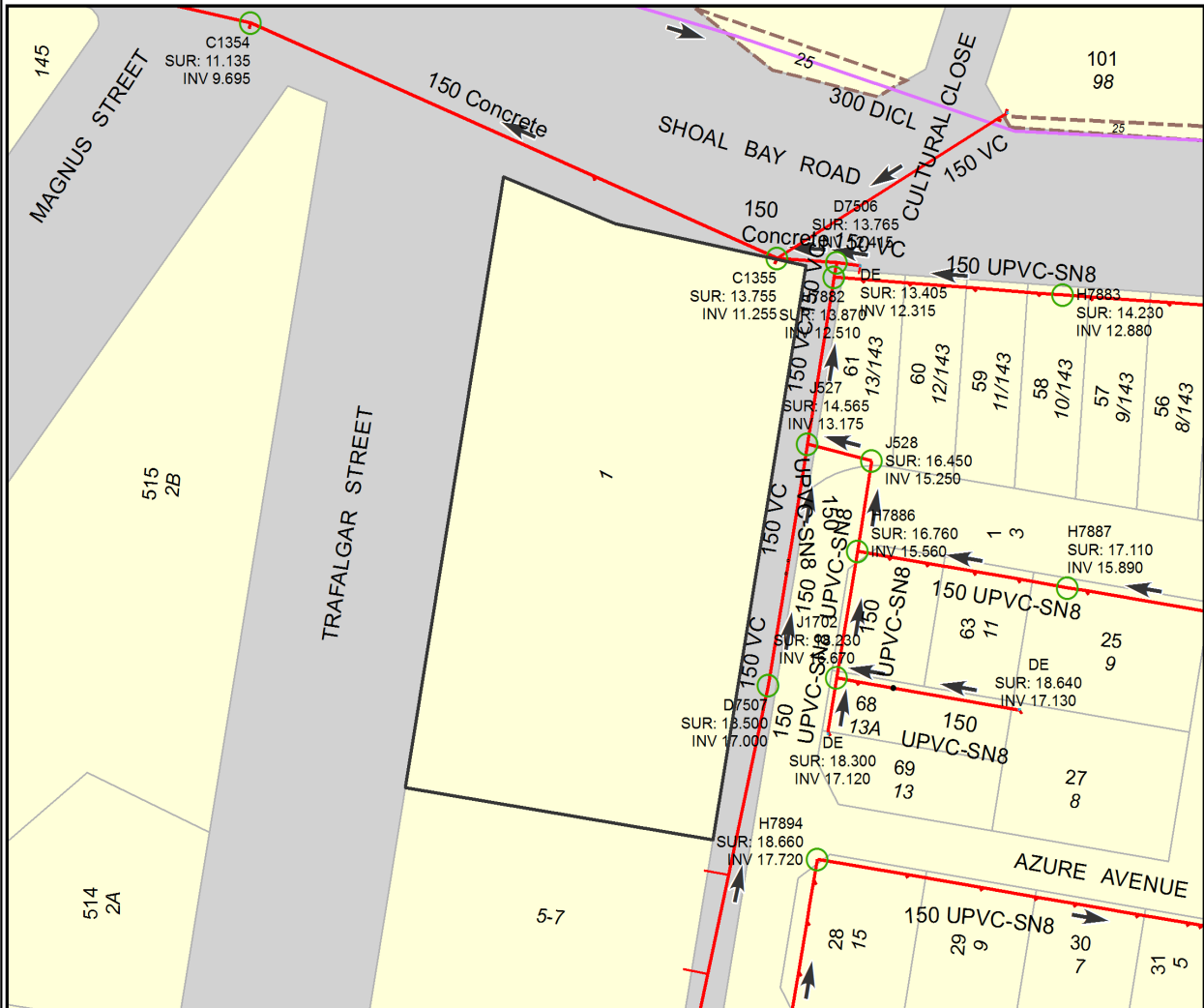
APPLICANT'S DETAILS



InfoTrack
1 TRAFALGAR
NELSON BAY NSW

APPLICATION NO.: 2190782
APPLICANT REF: M 24/11226 BREEZE
RATEABLE PREMISE NO.: 6037810307

PROPERTY ADDRESS: 1 TRAFALGAR ST NELSON BAY 2315
LOT/SECTION/DP:SP: 28//SP 56106



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: 6/02/2024

Scale at A4: 1:1,000

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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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