

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	FIRST NATIONAL REAL ESTATE COASTSIDE SHELLHARBOUR 18/23 Addison Street, Shellharbour NSW 2529 Email: matt@coastsidefn.com.au	phone (02) 4295 5033 fax ref
co-agent	Not Applicable	phone fax ref
vendor	SHANNON PATRICK RYAN 19 Gibson Crescent, Jamberoo NSW 2533	
vendor's solicitor	KELLS Suites 3-6, 116 Terralong Street, Kiama NSW 2533 PO Box 290, Kiama NSW 2533 email: lmak@kells.com.au	phone (02) 4232 1155 fax ref 20242571 LM5
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	27/1 SPARTA STREET, WARILLA NSW 2528 Registered Plan: Lot 27 in Strata Plan SP39473 Folio Identifier 27/SP39473	
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 checked="" 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 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 type="checkbox"/> air conditioning <input checked="" 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 type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's	phone
<input type="checkbox"/> solicitor	fax
<input type="checkbox"/> conveyancer	ref
	email:
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

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

Choices

Vendor agrees to accept a **deposit bond** NO yes

Nominated Electronic Lodgement Network ELN (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" 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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Hill Strata Solutions
 Suite 11C/75 Cygnet Ave, Shellharbour City Centre NSW 2529
 Tel: (02) 4243 9125

Email: email@hillstratasolutions.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<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 served 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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.

UNIT 27, 1 SPARTA ST WARILLA NSW 2528

ADDITIONAL CONDITIONS ATTACHED TO THE CONTRACT FOR SALE OF LAND

33. Inconsistencies between clauses

- 33.1 If there is any inconsistency between any of the clauses 1 to 32 inclusive and the following clauses, then the provisions of the following clauses prevail.

34. Amendments to the standard form contract

- 34.1 Clause 7.1.1 is amended by replacing "5%" with "1%".
- 34.2 Clause 14.4.2 is deleted.
- 34.3 Clause 23.6.1 is deleted and replaced with "The vendor is liable for all payments due prior to the contract date."
- 34.4 Clause 23.6.2 is deleted and replaced with "The purchaser is liable for all payments due on and after the contract date."
- 34.5 Clause 23.14 is amended by replacing 7 days with 1 day.
- 34.6 Clause 31.2 is deleted.

35. Notice to complete

- 35.1 If this contract is not completed on the date of completion as specified in this contract:
- 35.1.1 the Vendor can *serve* a notice to require the Purchaser to complete within not less than 14 days after service of the notice and to make the time for doing so essential;
- 35.1.2 the Purchaser can *serve* a notice to require the Vendor to complete within not less than 14 days after service of the notice and to make the time for doing so essential.

The periods referred to in this clause are deemed reasonable for all purposes.

- 35.2 The *party* serving a notice under this clause can withdraw that notice and subsequently *serve* a further notice instead of that notice.
- 35.3 If the Vendor has issued a notice to complete under clause 35.1.1, an additional sum of \$330.00 (GST inclusive) on account of the Vendor's additional legal expenses incurred is payable by the Purchaser on completion.
- 35.4 The payment of the sum referred to in clause 35.3 is an essential term of this Contract and the Purchaser cannot require the Vendor to complete unless costs payable under this clause are paid to the Vendor on completion.

36. Interest

- 36.1 If completion does not occur on or before the date for completion as a result of the breach or default of the Purchaser, the Purchaser must pay to the Vendor on completion:
- 36.1.1 interest on the balance of the price at the rate of 10% per annum calculated at a daily rate from the completion date to the actual date of completion (*interest period*); and
- 36.1.2 the sum of \$330.00 (GST inclusive) to cover additional legal costs and other expenses incurred as a consequence of the delay.

- 36.2 Clause 36.1 does not apply in respect of any part of the *interest period* during which completion has been delayed due to the fault of the Vendor.
- 36.3 The payment of the sum referred to in clause 36.1 is an essential term of this Contract and the Purchaser cannot require the Vendor to complete unless the costs payable under this clause are paid to the Vendor on completion.

37. Termination and Rescission

- 37.1 If a *party* to this Contract is an individual who before completion:
- 37.1.1 dies; or
- 37.1.2 becomes incapable of managing its own affairs due to unsoundness of mind, then the Vendor may *rescind* this contract and the provisions of clause 19 shall apply.

38. Agent

- 38.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the *property* directly or indirectly by any real estate agent (other than the agent (if any) nominated in this contract) or any other person.
- 38.2 If the Purchaser breaches the warranty in clause 38.1, the Purchaser indemnifies the Vendor against any claims, suits, demands and actions by any agent or any other party entitled to claim commission as a result of this sale, other than the agent (if any) nominated in the contract.
- 38.3 This clause shall not merge on completion.

39. Guarantee

- 39.1 If the Purchaser is a corporation (and not listed on any Australian stock exchange), it must ensure that two natural persons who are:
- 39.1.1 over the age of 18 years; and
- 39.1.2 director(s) and/or substantial shareholders of the Purchaser, execute and deliver to the Vendor's solicitors on the date of this contract the form of guarantee attached to this Contract as Annexure A.

40. Purchaser acknowledgements

- 40.1 The Purchaser acknowledges that the provisions set out in this Contract contain the entire agreement between the parties and the Purchaser shall not be entitled to rely upon any discussion, document or representation which purports to amend the effect of any of the provisions of this Contract.
- 40.2 The Purchaser acknowledges that in entering into this Contract, they are relying on their own inspections, enquires and knowledge of the *property* and do not rely on any warranty, representation or conduct of the Vendor or any person acting on the Vendor's behalf except those expressly provided in this Contract.
- 40.3 The Purchaser acknowledges that they are purchasing the *property* in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect(s) in the *property*.

41. Deposit Paid in Cooling Off Period

41.1 Notwithstanding any other provision of this contract, if the cooling off period applies then the vendor agrees to accept the deposit being paid by the purchasers in two instalments as follows:

41.1.1 An amount that is equivalent to 0.25% of the price on or before the making of this contract; and

41.1.2 The balance of the deposit must be paid no later than the date that the cooling off period expires

and both vendor and purchaser acknowledge that this time is an essential term of this contract.



FOLIO: 27/SP39473

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/9/2024	9:38 AM	3	11/9/2024

LAND

LOT 27 IN STRATA PLAN 39473
AT WARILLA
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

SHANNON PATRICK RYAN (AD AU408882)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP39473

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP39473

SEARCH DATE	TIME	EDITION NO	DATE
10/9/2024	2:04 PM	7	14/6/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 39473
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARILLA
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SHEET 2 SP39473

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 39473
ADDRESS FOR SERVICE OF DOCUMENTS:
1 SPARTA STREET
WARILLA 2528

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B165443 COVENANT
- 3 F529736 COVENANT
- 4 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
 - DP251564 -TO DRAIN WATER 3 WIDE
 - DP811444 -RIGHT OF CARRIAGEWAY 6 WIDE
 - DP811444 -FOR SERVICES VARIABLE WIDTH
 - DP811444 -FOR CARRIAGEWAY VARIABLE WIDTH
 - SP39473 -FOR THE USE OF SWIMMING POOL AND ANCILLARY
FACILITIES
- 5 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
 - DP811444 -FOR SERVICES VARIABLE WIDTH
 - DP811444 -RIGHT OF FOOTWAY AND EASEMENT FOR MAIL BOXES
VARIABLE WIDTH
- 6 AN931541 INITIAL PERIOD EXPIRED
- 7 AU147997 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 39473

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 360	2	- 298	3	- 298	4	- 298
5	- 298	6	- 298	7	- 325	8	- 322

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP39473

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 39473

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 322	10	- 322	11	- 322	12	- 322
13	- 322	14	- 322	15	- 322	16	- 322
17	- 233	18	- 233	19	- 233	20	- 233
21	- 360	22	- 360	23	- 233	24	- 233
25	- 233	26	- 322	27	- 322	28	- 322
29	- 322	30	- 322	31	- 322	32	- 322
33	- 322						

NOTATIONS

UNREGISTERED DEALINGS: NIL

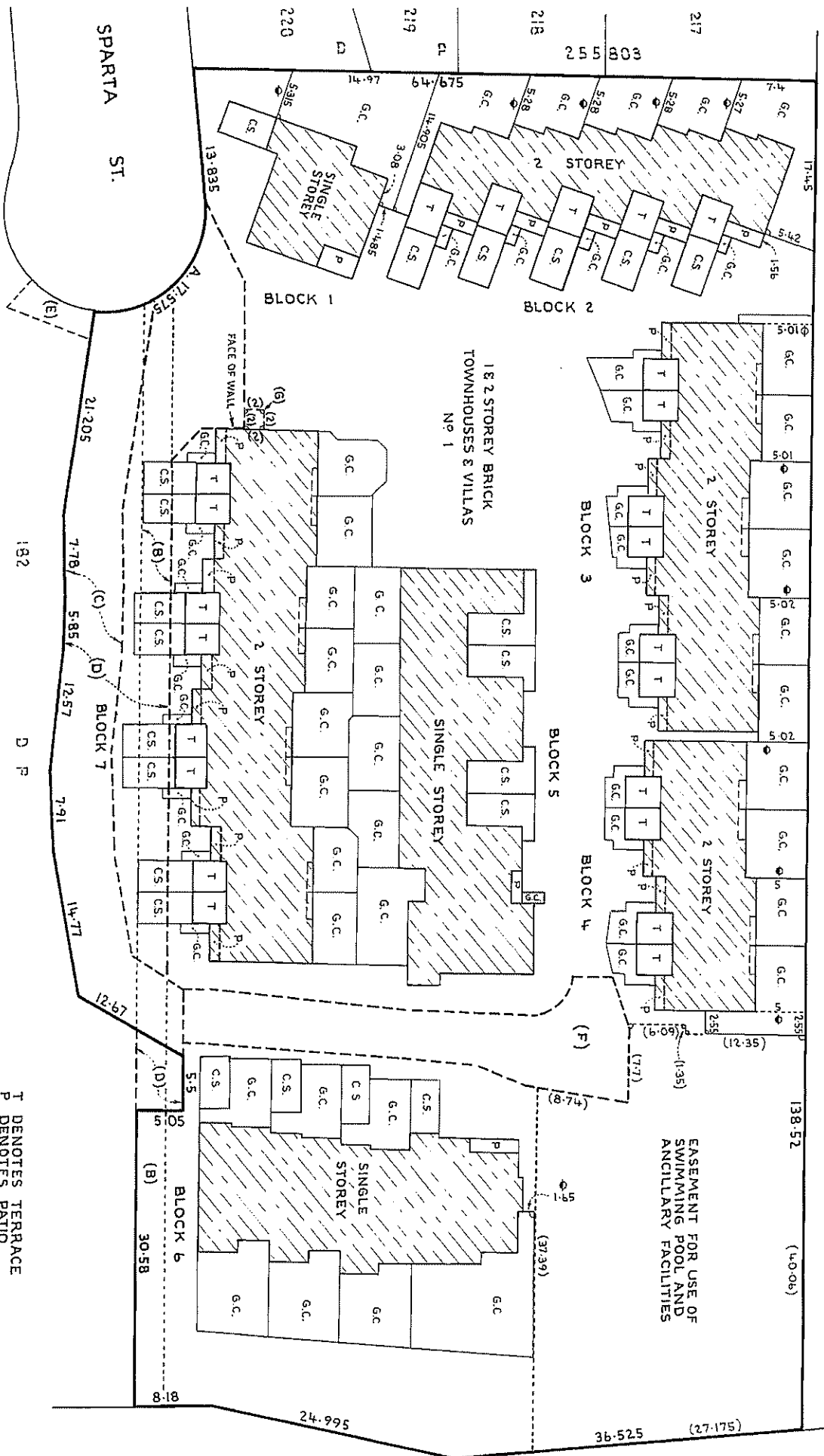
*** END OF SEARCH ***

20242571

PRINTED ON 10/9/2024

* 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.

STRATA PLAN 39473



LOCATION PLAN

- (A) EASEMENT TO DRAIN WATER 3 WIDE - DP 251564
- (B) RIGHT OF CARRIAGEWAY 5 WIDE.
- (C) EASEMENT FOR SERVICES VARIABLE WIDTH.
- (D) EASEMENT FOR FOOTWAY & EASEMENT FOR MAILBOXES VAR. WIDTH.
- (E) EASEMENT FOR CARRIAGEWAY VARIABLE WIDTH.
- (F) EASEMENT FOR SERVICES 2 WIDE.

- T DENOTES TERRACE
- P DENOTES PATIO
- G.C. DENOTES GARDEN COURT
- C.S. DENOTES CAR SPACE
- 90° DENOTES 90° ANGLE
- FACE OF WALL PRODUCED

Reduction Ratio 1:400

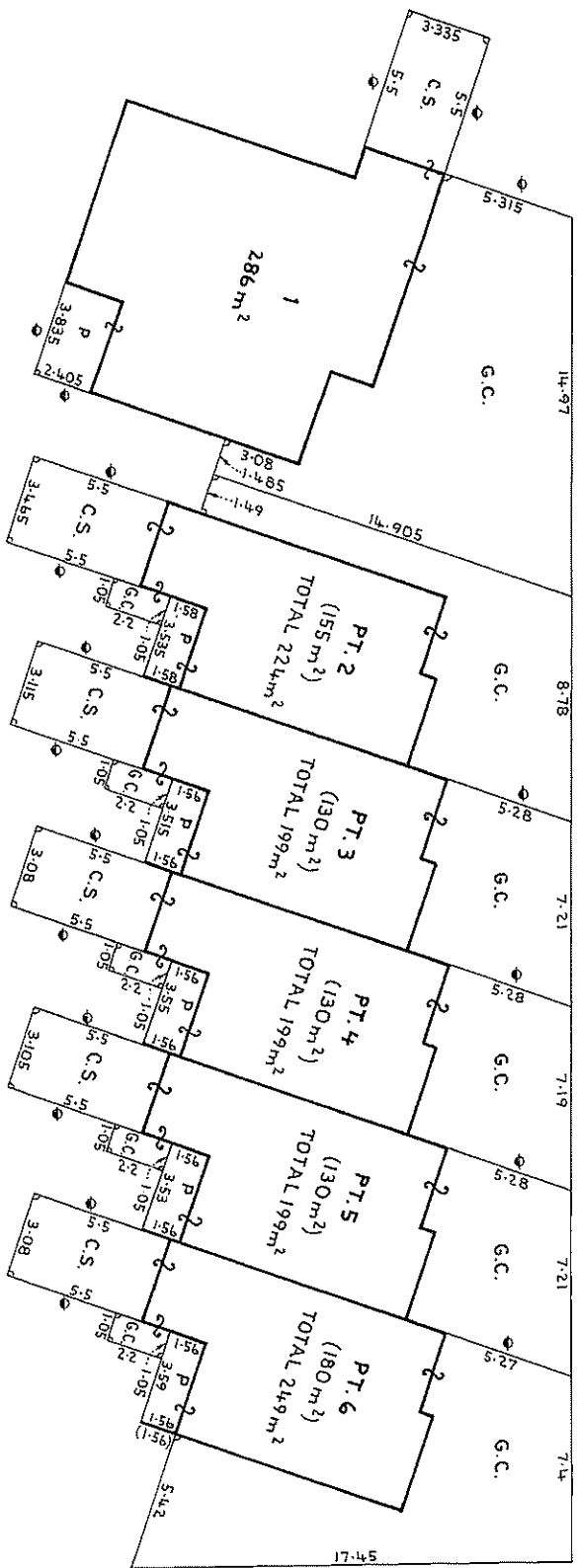
Lengths are in metres

Registered Surveyor
Roy Bowdler
 SURVEYORS REFERENCE 36445 (C)

Council Clerk
[Signature]

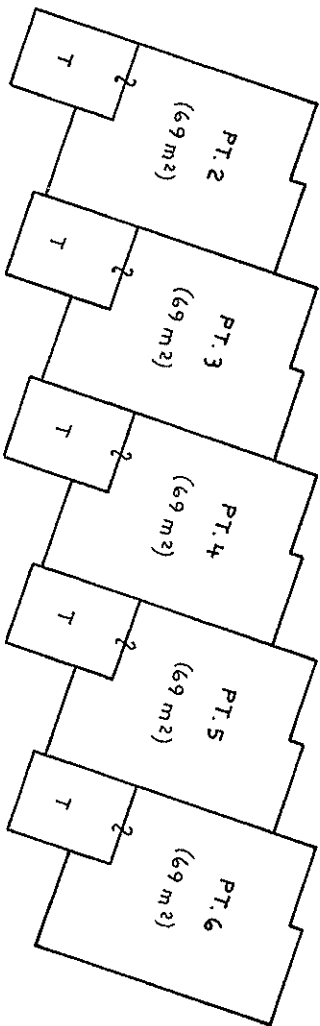


STRATA PLAN 39473



GROUND FLOOR
(BLOCK 1)

GROUND FLOOR
(BLOCK 2)



FIRST FLOOR
(BLOCK 2)

LOT N°	UNIT ENTITLEMENT	Area (m²)
1		360
2		298
3		298
4		298
5		298
6		298
7		325
8		322
9		322
10		322
11		322
12		322
13		322
14		322
15		322
16		322
17		233
18		233
19		233
20		233
21		360
22		360
23		233
24		233
25		233
26		322
27		322
28		322
29		322
30		322
31		322
32		322
33		322
34		322
35		322
Average		10,000

- NOTES
1. AREAS ARE APPROXIMATE ONLY AND INCLUDE PATIOS, TERRACES, GARDEN COURTS AND CARSPACES.
 2. PATIOS, TERRACES AND CARSPACES ARE LIMITED IN HEIGHT (EXCEPT WHERE COVERED) TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.
 3. THE STRATA OF THE GARDEN COURTS EXTEND FROM 4 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE BUILDINGS (EXCEPT WHERE COVERED)

- ↻ DENOTES FACE OF WALL PRODUCED
- T DENOTES TERRACE
- P DENOTES PATIO
- GC DENOTES GARDEN COURT
- CS DENOTES CARSPACE
- L DENOTES 90° ANGLE

Reduction Ratio 1: 200

Lengths are in metres

Boyd
Registered Surveyor

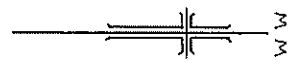
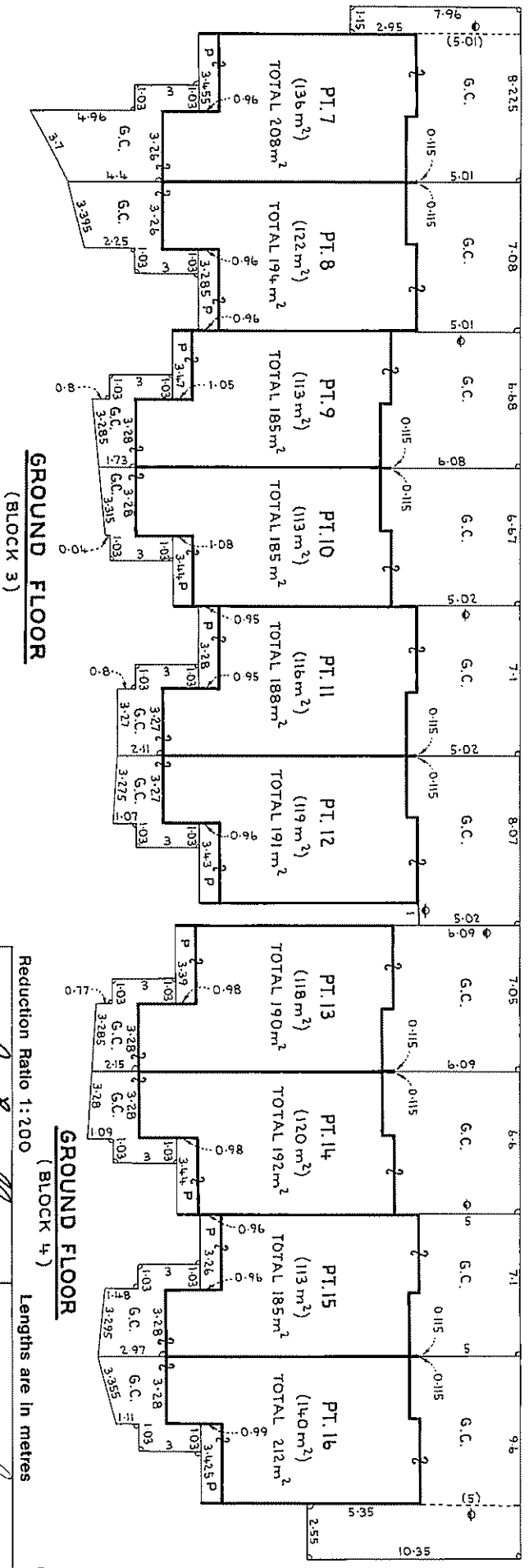
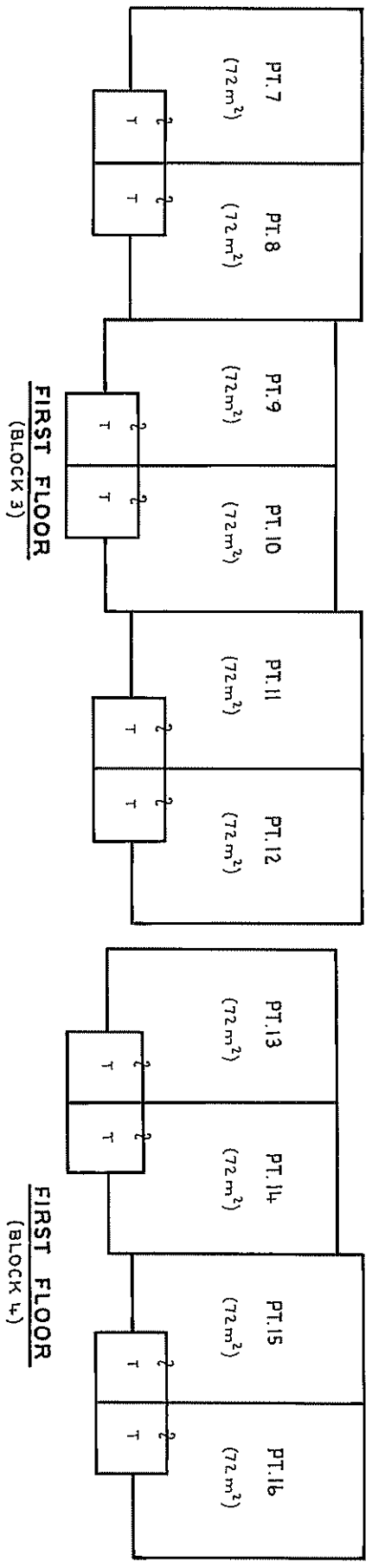
[Signature]
Council Clerk



STRATA PLAN 39473

- NOTES: 1. AREAS ARE APPROXIMATE ONLY AND INCLUDE PATIOS, TERRACES AND GARDEN COURTS
 2. PATIOS AND TERRACES ARE LIMITED IN HEIGHT (EXCEPT WHERE COVERED) TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.
 3. THE STRATA OF THE GARDEN COURTS EXTEND FROM 1. ABOVE AND 2. BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE BUILDINGS (EXCEPT WHERE COVERED)

- T DENOTES TERRACE
 P DENOTES PATIO
 G.C. DENOTES GARDEN COURT
 L DENOTES 90° ANGLE
 DENOTES FACE OF WALL PRODUCED



Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor
Bob Bell
 SURVEYOR'S REFERENCE: 3645 (C)

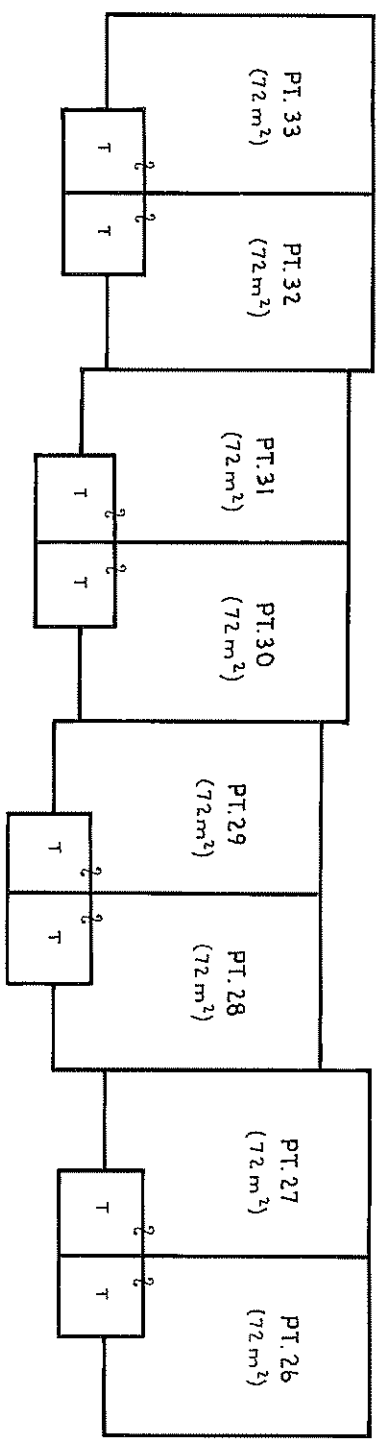
Council Clerk
[Signature]



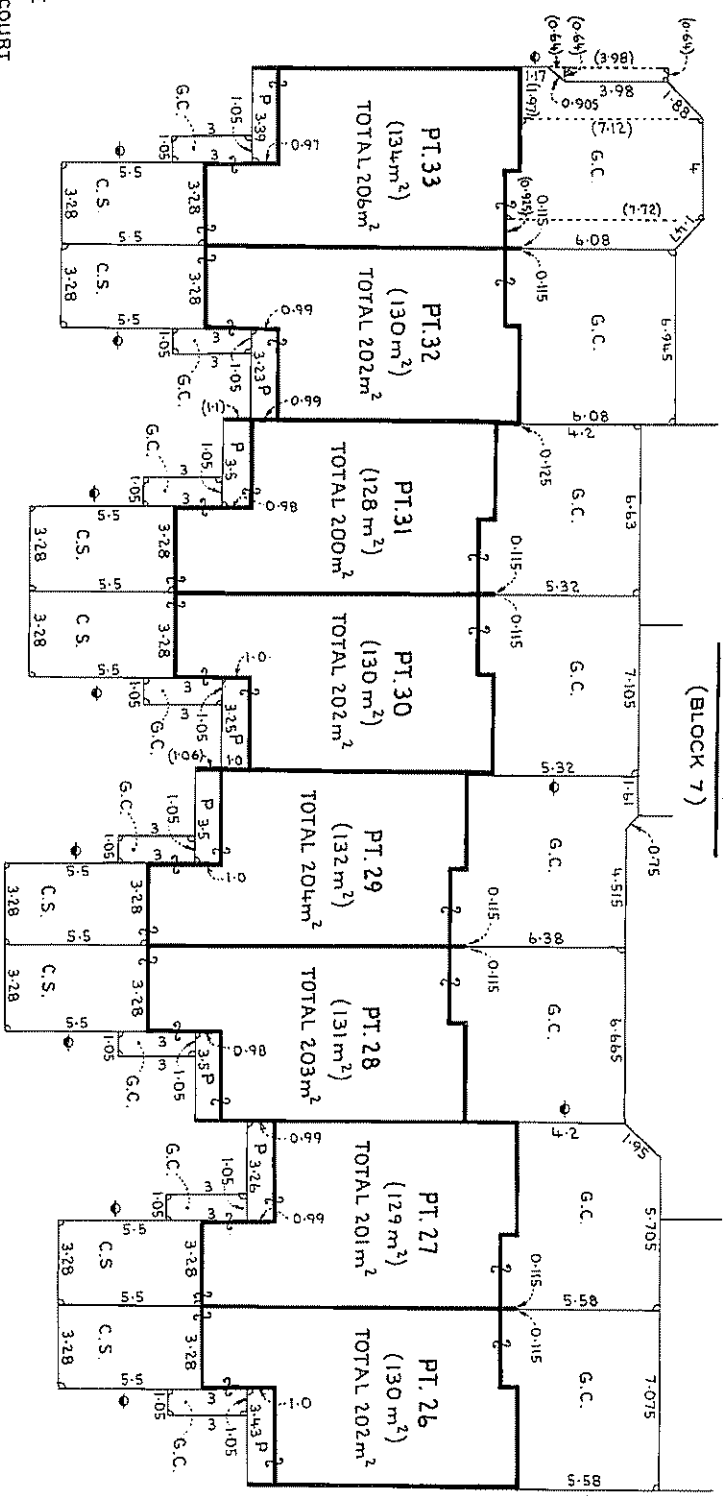
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- NOTES: 1. AREAS ARE APPROXIMATE ONLY AND INCLUDE PATIOS, TERRACES, GARDEN COURTS AND CARSPACES.
 2. PATIOS, TERRACES AND CARSPACES ARE LIMITED IN HEIGHT (EXCEPT WHERE COVERED) TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.
 3. THE STRATA OF THE GARDEN COURTS EXTEND FROM 4 ABOVE AND 2 BELOW THE UPPER SURFACE OF THE GROUND BUILDINGS (EXCEPT WHERE COVERED)

STRATA PLAN 39473



FIRST FLOOR
(BLOCK 7)



- T DENOTES TERRACE
 P DENOTES PATIO
 G.C. DENOTES GARDEN COURT
 C.S. DENOTES CARSPACE
 DENOTES 90° ANGLE
 DENOTES FACE OF WALL PRODUCED

GROUND FLOOR
(BLOCK 7)

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor
 Roger Bassell
 SURVEYOR'S REFERENCE 3645(C)

Council Clerk



INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA TITLES ACT 1973 AND SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in Metres

Sheet 1 of ⁴7 Sheets



Plan: SP 39473 (E)

Subdivision of Lots 181 and 182 Deposited Plan No. B11444 covered by Council certificate No. SP 12/91 of 10-7-91

PART I

Full Name and Address of Proprietor of Land in Lots 181 and 182 DP

Charrington Properties Pty. Limited, 39 Chandos Street, St. Leonards

Full Name and Address of Mortgagee of Land in Lots 181 and 182 DP

AGC Advances Limited, corner Phillip and Hunter Streets, Sydney

IDENTITY OF EASEMENT REFERRED TO IN ABOVEMENTIONED PLAN.

Easement for the use of swimming pool and ancillary facilities

Schedule of Lots Affected

Lots burdened

Lots benefited

181

182

PART II

TERMS OF EASEMENT FOR USE OF SWIMMING POOL AND ANCILLARY FACILITIES REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for all persons who are at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof and every person authorized by them to enter and leave and be upon the servient tenement and in common with others to whom the same or similar right might be granted to use for the purposes for which it was designed the swimming pool, spa, adjacent grounds and amenities block (all of which are herein called "the swimming pool and ancillary facilities") BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietors of the dominant tenement and the proprietor of the servient tenement themselves and their respective successors, assigns and transferees with the intention and agreement that the burden and benefit of such covenants and agreements shall pass with the burden and benefit of this easement that for the duration of the easement the proprietor of the servient tenement shall maintain, insure (including public risk insurance) clean and repair the swimming pool and ancillary facilities, and a proportion equal to 45% of the total cost of such maintenance (which total costs shall include the wage or salary of the person employed by the proprietor of the servient tenement to manage, maintain and control the use of the swimming

Signed for and on behalf of Charrington Properties Pty Limited

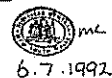
G. O. Edwards
DIRECTOR

REGISTERED DT 15.7.1991

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA TITLES ACT 1973 AND SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in Metres

Sheet 2 of ⁴ 7 Sheets



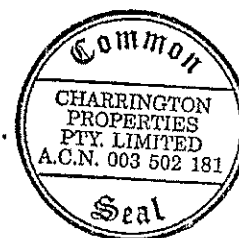
Plan: SP 39473

Subdivision of Lots 181 and 182 Deposited Plan No. 811444 covered by Council certificate No. SP 12/91 of 10.7.91

pool and ancillary facilities and where such person's duties and responsibilities include the management, maintenance and control of other parts of the servient tenement, then the total cost shall include that proportion of such person's wage or salary as is reasonably referable to the management, maintenance and control of the use of the swimming pool and ancillary facilities), insurance, cleaning and repairs shall be separately borne by the proprietors of the dominant tenement, or their successors in title. In the event that any proprietor of the dominant tenement fails to reimburse the proprietor of the servient tenement its proportion of the cost of such maintenance, insurance, cleaning and repairs, then the proprietor of the servient tenement shall be entitled to sue the proprietors of the dominant tenement in a court of competent jurisdiction to recover such proportion as a contract debt and to lodge a caveat against the title of the dominant tenement which caveat shall only be liable to be withdrawn upon payment of the full amount owing for such maintenance, insurance, cleaning and repairs. The proprietors of the dominant tenement also covenant to abide by such rules governing the good order and control of the swimming pool and ancillary facilities as shall from time to time be promulgated by the proprietor of the servient tenement provided that such rules shall apply equally to the proprietors of the dominant and servient tenements.

THE COMMON SEAL of CHARRINGTON PROPERTIES PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

A. Freeman
 Director



J. B. ...
 DIRECTOR
 Secretary

THE COMMON SEAL of AGC ADVANCES LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Mortgagee under Mortgage No.

.....
 Director

.....
 Secretary

Estee Wong
 Signature of Witness
 ESTEE WONG
 Name of Witness (BLOCK LETTERS)
 32 PHILLIP STREET, PARRAMATTA - CLERK
 Qualification of Witness

Barry Arnold Wakefield
 AGC (ADVANCES) LIMITED
 ACN 007 569 066
 Executed by my presence by being signed sealed and delivered by BARRY ARNOLD WAKEFIELD who is personally known to me and who certifies he is STATE SENIOR EXECUTIVE (NEW SOUTH WALES) for the time being of the Company and has no notice of revocation of Power of Attorney Registered No. 703 Book 3823 under the authority of which this document is executed.



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

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan: S.P. 39473

Subdivision covered by Council Clerk's
Certificate No. SP 12/91 of 10.7.91

PART 1 (CONTINUED)

2. Identity of easement or restriction secondly referred to in the above-mentioned plan: Easement for Services 2.0 wide

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots, name of road, or authority benefited</u>
181	Lot 182

PART 2 (CONTINUED)

2. Terms of Easement for Services 2.0 wide secondly referred to in the abovementioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, install, carry, maintain and use through, over and under the servient tenement all drains, pipes, poles, conduits or other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electricity, telephone and/or other domestic services to and from the said dominant tenement PROVIDED THAT the said drains, pipes, poles, conduits, wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, implements or machinery necessary for the purpose to enter the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as nearly as practicable to its original condition.

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

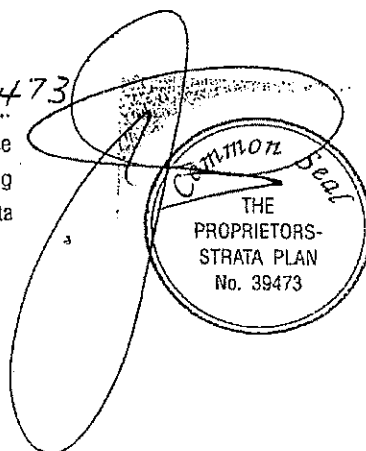
Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan: *S.P. 39473*

Subdivision covered by Council Clerk's
Certificate No. *12/91* of *10.7.91*

The Common Seal of the Proprietors - Strata Plan No. *39473*
was hereunto affixed on *19.6.1992* in the presence
of ALLIANCE STRATA MANAGEMENT PTY. LIMITED being
the managing agent authorised by Section 55 of the Strata
Titles Act, 1973, to attest the affixing of the seal.



the particulars will suffice.

N 1 1

[Rule up all blanks before signing.]

If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, or if other authentication is required. Other witnesses must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, we have hereunto subscribed our names at
the 23rd day of October in the year
of our Lord one thousand nine hundred and twenty four

Signed in my presence by the said

JOHN ERNEST REDDALL
WHO IS PERSONALLY KNOWN TO ME

L. H. Dickson
Notary Public

J. E. Reddall
Transferrer.*

Signed in my presence by the said GEORGE D'ARCY REDDALL who is personally known to me

SIGNED in my presence by the said OSBORNE HENRY REDDALL who is personally known to me

SIGNED in my presence by the said ELISA CHARLOTTE LUCIA GOWING who is personally known to me

Signed in my presence by the said IRENE LYNCH who is personally known to me

Signed in my presence by the said ERIC BARNES who is personally

G. D. Reddall

A. H. Reddall

E. C. Lucia Gowing

Irene Lynch

Eric Barnes

If any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Notary Public

hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

LYNETTE VIOLET GALDWELL

WHO IS PERSONALLY KNOWN TO ME

John Farrell
Clerk to Sir. Robinson
Solv. Sydney.

L. N. Galdwell
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "c" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

NIL

FORM OF DECLARATION BY ATTESTING WITNESS.^a

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the _____ is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- ^a May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- ^r Name of witness and residence.
- ^s Name of Transferree.
- ^t Name of Transferree.

37/AIR 16/2P

Lodged by

Lots 5, 6, 17, 18, 19 of 10970
 Mun. Shellharbour
 Pt Terragong
 Co Camden
 Subject to covenant

(Name).....

(Address).....



Transferrer.

Lynette Violet Caldwell Transferree.

Particulars entered in the Register Book, Vol. 3191

Folios 42, 43, 44, 45 vol 3215

Fols 103, 104, 105.

the 7th day of February, 1925

at minutes 11 o'clock

in the fore noon

B 165443

H.R. Colburn
 Acting Registrar General
 FEB 1925



	DATE	INITIALS
SENT TO SURVEY BRANCH	7/1/25	AS
REMOVED FROM RECORDS		
RE-WITTEN	2/1/25	AS
NOT EXAMINED	30	
TRANS COMPLETE	3-2-25	AS
TRANS EXAMINED	4 do	
NOT FORWARDED	5 do	
SENT TO RECORDS (REQUISITION REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED		
COPIES OF ENCROSSERS	12 FEB 1925	AS

REGISTRAR GENERAL
 3694 220 3694 228
 3694 221 3694 228
 3694 222 3694 228

SPECIAL ATTENTION IS DRAWN TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, the fee should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate should remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
 The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or a Purchaser, and returned to him, with a memorial of his Transfer endorsed thereon, at a rate of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon order attested before a Magistrate.

5/ Diagram fee



R.P. 13. No. 529736
 New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

Lodgment 1:—
 Endorsement 5:—
 Certificate 3:—
 Plan 10:—
 Deed 5:—
 5/1/79/51

Trusts must not be disclosed in the transfer.
 Typing or handwriting in this instrument should not extend to any margin. Handwriting should be clear and legible and permanent black or blue-black non-copying ink.
 If a fee simple estate is struck out of the instrument, the required alteration is as follows:

WEL. DONALD CHARLES MILTON LOWE of Lake Illawarra, Shellgrit Merchant and ERNEST HENRY LOWE of Lakemba Shellgrit Merchant (herein called transferor) being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Nine hundred and eighty pounds (£ 980.0.0) (the receipt whereof is hereby acknowledged) paid to us by SHABAN ARAB ALI of Wollongong, Fruiterer and MEHMET MUSTAFA of Wollongong Fruiterer (herein called transferees)

b If to two or more, state whether as joint tenants or tenants in common.
 c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
 If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. For. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.
 A very short note will suffice.

do hereby transfer to the said transferees as tenants in common in equal shares ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CAMDEN	TERRACONG	PART	6253	31 & 32	Lot A in plan of Subdivision annexed hereto marked "A" ✓

And the transferee covenants with the transferor* in the terms of the covenants annexed hereto marked "B"_____

ENCUMBRANCES, &c., REFERRED TO.

REGISTERED IN THE OFFICE OF THE REGISTRAR GENERAL
 375196

Subject to covenants and conditions contained in Instrument of Transfer No. B165443

Signed at Wollongong the 23rd day of July 1951.

Signed in my presence by the transferor: DONALD CHARLES MILTON LOWE WHO IS PERSONALLY KNOWN TO ME D. C. Lowe Transferor.*

Signed in my presence by the transferor: ERNEST HENRY LOWE WHO IS PERSONALLY KNOWN TO ME E. H. Lowe

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

Signed in my presence by the transferee: SHABAN ARAB ALI & MEHMET MUSTAFA WHO IS PERSONALLY KNOWN TO ME S. Arab Ali M. Mustafa Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
 † N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

F529736

Municipality/Shire of SHELLHARBOUR.

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1,

Certificate No. 11/1951

COUNCIL CHAMBERS,

Albion Park.

25th May, 1951.

APPLICANT

(Name) DOVERS & BEVERIDGE,
(Surname First)

(Address) Crown Street,
WOLLONGONG.

OWNER

(Name) D. C. LOWE,

(Address) LAKE ILLAWARRA SOUTH.

NEW ROAD (Particulars)

SUBDIVISION (Particulars) Subdivision of land comprised in C.T. Vol. 6253,
Folios 31 and 32, Parish of Terragong, County of Camden, fronting George Street,
Lake Illawarra South, into two lots "A" and "B" - drainage easement 10' wide,
through lot "A".

CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed Subdivision above described (Insert New Road or Sub-division) and more particularly set out in the accompanying plan bearing the Council's seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 11/1951 of 25/5/51."


Town/Shire Clerk.

"A"

This is the annexure "A" referred to in the annexed Memorandum of Transfer dated the 23rd day of July 1951 from DONALD CHARLES MILTON LOWE and ERNEST HENRY LOWE to SHABAN ARAB ALI and MEHMET MUSTAFA of Lot 19 as shown on Deposited Plan Number 22630.

AND the Transferees for themselves their executors administrators and assigns covenant with the Transferrors their executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from the adjoining land of the Transferrors without the consent of the Transferrors but such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing the Transferee such consent as aforesaid shall be deemed to have been given in respect of every such fence for the time being erected.

AND for the purpose of Section 88 of the Conveyancing Act 1919-1943 IT IS HEREBY AGREED AND DECLARED THAT:-

- (a) The land to which the foregoing covenant is intended to be appurtenant is the adjoining land of the Transferrors being Lots 18 and 20 in Deposited Plan Number 22630 but upon transfer of such adjoining land or any part thereof from the Transferrors the said fencing covenant shall become absolutely void in relation to such adjoining land transferred.
- (b) The land which is to be subject to the burden of the foregoing covenant is the land comprised in the annexed Transfer.
- (c) The foregoing covenant may be released varied or modified by the owner or owners for the time being of the said Lots 18 and 20 in Deposited Plan Number 22630.

DATED this 23rd day of July 1951.

SIGNED in my presence by the Transferror
DONALD CHARLES MILTON LOWE
Who is personally known to me:

[Signature] } D. B. Lowe

SIGNED in my presence by the Transferror
ERNEST HENRY LOWE
Who is personally known to me:

[Signature] } E. H. Lowe

SIGNED in my presence by the Transferee
SHABAN ARAB ALI & MEHMET MUSTAFA
Who is personally known to me:

[Signature] } S. Ali
[Signature] } M. Mustafa

P. Kempson & Sons

02972

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND OBSERVATIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88D OF THE CONVEYANCING ACT 1919 (AS AMENDED).

SHEET 1 of 2 SHEETS
 PAGE 1

PLAN: 251564

Subdivision of Certificate of Title Volume 11548 Folio 238 and being Lot 100 in Deposited Plan Number 232824 and Lot 2 in Deposited Plan Number 49295 and being the whole of the land comprised in Certificate No. 20/1975.

Name and address of Applicant: PHILIP KAPRINKALIS, 63 Wentworth Street, JOHN KEMDA.

1. Identify of easement or restriction fairly referred to in above mentioned plan: Easement to drain water 3 metres wide.

Lots benefited: Lots, name of road or authority: The Council of the Municipality of Shellharbour

Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13

2. Identify of easement or restriction generally referred to in above mentioned plan: Easement to drain water 3 metres wide.

Lots benefited: Lots, name of road or authority: The Council of the Municipality of Shellharbour

Items of persons proposed to release vary or modify the easements to drain water referred to above: The Council of the Municipality of Shellharbour, their successors or assigns

Signed in my presence by PHILIP KAPRINKALIS who is personally known to me }
 Signed on behalf of the Council of the Municipality of Shellharbour }
 JOHN CLERK

[Signature]
 JOHN CLERK

P 621205
26/11/77

PLAN: Subdivision of O.F. Vol. 11548 Folio 238. DP251564

THE COMMON SEAL OF BRANLEY INVESTMENT PTY. LIMITED was brought into effect in the presence of:



Director: *[Signature]*
 Secretary: *[Signature]*

Notarise under Mortgage No. P59929
 As Notarise under Mortgage No.1564598 Bank of New South Wales hereby consents to the within instrument, dated at Sydney this ninth day of February, 1976, for and on behalf of the Council of the Municipality of Shellharbour by PHILIP KAPRINKALIS who is personally known to me: Acting Assistant Chief Secretary, Office of the Registrar-General

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 3rd June, 1986



INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88A CONVEYANCING ACT
 1974 (AS AMENDED)
 DP251564
 16.4.1977

DP 811444

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

Lengths are in metres (Sheet 3 of 4 Sheets)

Plan: Subdivision covered by Council Clerk's Certificate No. 10 of 91

PART 2 (CONTINUED)

3. Terms of Easement for Carriageway fourthly referred to in the above-mentioned Plan:

Full and free right for all persons who are at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof and every person authorized by them to go, pass, and repairs along the servient tenement on foot or in vehicles and in common with others to whom the same or similar right might be granted PROVIDED THAT firstly this easement shall only become operative upon the registration at the Land Titles Office of a Strata Plan subdividing the servient tenement and creating an easement for the use of swimming pool and ancillary facilities and secondly that this easement shall be for the purpose only of gaining access to or egress from the swimming pool and ancillary facilities described in the above-mentioned easement and only during such hours as the swimming pool and ancillary facilities are open for use for the purpose of such swimming pool and ancillary facilities by the proprietor of the dominant tenement and subject to the following conditions: (1) which condition shall also continue and be observed by the proprietor of the dominant tenement and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such easement shall pass with the benefit and burden of this easement that for the duration of the easement the proprietor of the servient tenement shall maintain, insure (including public risk insurance) clean and repair the carriageway and a proportion equal to of the total cost of such maintenance, insurance, cleaning and repairs shall be separately borne by the proprietors of the dominant tenement and their successors in title. In the event that any proprietor of the dominant tenement fails to reimburse the proprietor of the servient tenement its proportion of the cost of such maintenance, insurance, cleaning and repairs, then the proprietor of the servient tenement shall be entitled to sue the proprietor of the dominant tenement in a court of competent jurisdiction to recover such proportion as a contract debt and to lodge a caveat against the title of the dominant tenement which caveat shall only be liable to be withdrawn upon payment of the full amount owing for such maintenance, insurance, cleaning and repairs.

Approved by the Council of the Municipality of Shellharbour.....

[Signature]
Tom Clark
Town Clerk

REGISTERED DT 15.7.1991

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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DP 811444

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

Lengths are in metres (Sheet 4 of 4 Sheets)

Plan: Subdivision covered by Council Clerk's Certificate No. 10 of 91

PART 2 (CONTINUED)

[Signature]
SIGNED BY
EXCISE CLERK
Name of Witness (BLOCK LETTERS)
22 PHILIP STREET, WARRANTEE, QLD

YACI ADVANCES LIMITED
Enacted in my presence by
by being signed and delivered by
GENERAL MANAGER, YACI ADVANCES LIMITED
who he certifies he is
STATE SENIOR EXECUTIVE (NEW SOUTH WALES)
for the true being of the foregoing and has no objection to
the recording of the same in the Register of Instruments
is recorded.

[Signature]

Approved by the Council of the Municipality of Shellharbour.....

The Common Seal of
CHARRINGTON PROPERTIES PTY LIMITED
was hereunto affixed
by the authority
of the Board of Directors
in witness whereof
[Signature]
Director

REGISTERED DT 15.7.1991

CHARRINGTON PROPERTIES PTY LIMITED
177 WILSON STREET
ACTON, NSW 2033

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 17th July, 1991



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AN931541T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R 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/SP39473	
(B) LODGED BY	Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700
	Reference:	7929 0404
		CODE CH

- (C) The Owners-Strata Plan No. 39473 certify that a special resolution was passed on 17 November 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. SPECIAL BY LAW 1
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

See Annexure "A" attached

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 39473 was affixed on 27/11/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Roy Christopher Darby*
 Name: Roy Christopher Darby
 Authority: Strata Managing Agent
 Signature: _____
 Name: _____
 Authority: _____

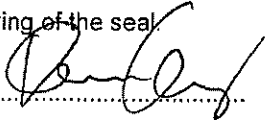


Approved Form 10
Certificate re Initial Period

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

*that the initial period has expired.

The seal of The Owners - Strata Plan No 39473..... was affixed on 26 November 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Name: Roy Christopher Darby

Authority: Strata Managing Agent



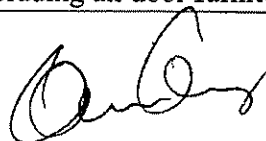
"A"

Special By Law 1 - Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

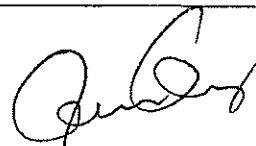
<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed 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

3 of 11



	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(a) original floorboards or parquet flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(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>(a) common property walls</p> <p>(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)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
7. Parking / Garage	<p>(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</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(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</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>


4 of 11



	(d) storm water and on-site detention systems below ground
9. Windows	(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

1. Balcony and courtyards.	(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
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(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
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(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
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

5 of 11 

	<ul style="list-style-type: none">(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
7. Parking / Garage	<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	<ul style="list-style-type: none">(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 cistern(e) bath(f) shower screen(g) bathroom cabinet and mirror(h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none">(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



"B"

STRATA SCHEMES BY LAWS

1. NOISE

An Owner or Occupier must not create any noise on the parcel likely to interfere with the Owner or Occupier of another Lot or of any person lawfully using Common Property.

2. VEHICLES

An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO LAWNS & PLANTS ON COMMON PROPERTY

An Owner or Occupier of a Lot must not:
(a) Damage any lawn, tree, shrub, plant or flower being part of or situated on Common Property; or
(b) Use for his or her purposes as a garden any portion of the Common Property.

5. DAMAGE TO COMMON PROPERTY

(1) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the Common Property without the approval, in writing, of the Owners Corporation.
(2) An approval given to 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 safety device for protection of the Owner's Lot against intruders;
(b) any screen or other device to prevent entry of animals or insects on the Lot;
(c) any structure or device to prevent harm to children;
(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance with the rest of the building.
(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the Common Property and that services the Lot.

6. BEHAVIOUR OF OWNERS & OCCUPANTS

An Owner or Occupier of a Lot when on Common Property must be properly clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building, or unless accompanied by an adult exercising effective control, to be or to remain on

Common Property comprising a laundry, car parking area and other areas of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of

the Owner or Occupier of another Lot or any other person lawfully using Common Property.

9. DEPOSITING RUBBISH & OTHER MATERIAL ON COMMON PROPERTY

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

10. DRYING OF LAUNDRY ITEMS

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

11. CLEANING WINDOWS & DOORS

An Owner or Occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

12. STORAGE OF INFLAMMABLE LIQUIDS & OTHER SUBSTANCES & MATERIALS

(1) An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable liquid, chemical, gas or other inflammable material.
(2) This By Law does not apply to chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any other chemical, liquid or gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE & OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An Owner or Occupier of a Lot must not transport any furniture or large object through or on Common Property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the Owner or Occupier does so.

14. FLOOR COVERINGS

(1) An Owner of Lot must ensure that all floor space is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or Occupier of another Lot.

(2) This By Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. GARBAGE DISPOSAL

An Owner or Occupier of a Lot:
(a) Must maintain within the Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in clean and dry conditions and adequately covered, a receptacle for garbage; and
(b) Must ensure that before refuse is placed in the receptacle it is securely wrapped or in the case of tins and other containers, completely drained; and
(c) For the purpose of having garbage collected, must place receptacle within an area designed for that purpose by the Owners Corporation and at a time not more than 12 hours before the time which garbage is normally collected; and
(d) When garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a); and
(e) Must not place any thing in the receptacle of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
(f) Must promptly remove any thing which the Owner, Occupier or Garbage Collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16. KEEPING OF ANIMALS

(1) Subject to Section 157 of the *Strata Schemes Management Act 2015*, an Owner or Occupier of a Lot must not, without the approval, in writing, of the Owners Corporation keep any animal on the Lot or Common Property.
(2) The Owners Corporation must not unreasonably withhold its approval of keeping any animal on a Lot or on the Common Property.

17. APPEARANCE OF LOT

(1) An Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the lot, is not in keeping with the rest of the building.
(2) This By Law does not apply to the hanging of any washing, towels, clothing or other articles referred to in By Law 10.

18. NOTICE BOARD

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

19. CHANGE IN USE OF LOT TO BE NOTIFIED

An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way which may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

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Special By Law 1 - Common Property Memorandum

Owners corporation responsibilities for maintenance, repair or replacement

<p>1. Balcony and courtyards</p>	<ul style="list-style-type: none"> (k) columns and railings (l) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (m) balcony ceilings (including painting) (n) security doors, other than those installed by an owner after registration of the strata plan (o) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (p) common wall fencing, shown as a thick line on the strata plan (q) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (r) awnings within common property outside the cubic space of a balcony or courtyard (s) walls of planter boxes shown by a thick line on the strata plan (t) that part of a tree which exists within common property
<p>2. Ceiling/Roof</p>	<ul style="list-style-type: none"> (e) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (f) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (g) guttering (h) membranes
<p>3. Electrical</p>	<ul style="list-style-type: none"> (l) air conditioning systems serving more than one lot (m) 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 (n) fuses and fuse board in meter room (o) intercom handset and wiring serving more than one lot (p) electrical wiring serving more than one lot (q) light fittings serving more than one lot (r) power point sockets serving more than one lot (s) 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>) (t) telephone, television, internet and cable wiring within common property walls (u) 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 (v) lifts and lift operating systems
<p>4. Entrance door</p>	<ul style="list-style-type: none"> (c) original door lock or its subsequent replacement (d) entrance door to a lot including all door furniture and automatic



	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
5. Floor	<p>(e) original floorboards or parquetry flooring affixed to common property floors</p> <p>(f) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(g) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(h) 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>(m) common property walls</p> <p>(n) 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)</p> <p>(o) any door in a common property wall (including all original door furniture)</p> <p>(p) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(q) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(r) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(s) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(t) exhaust fans outside the lot</p> <p>(u) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(v) letter boxes within common property</p> <p>(w) swimming pool and associated equipment</p> <p>(x) gym equipment</p>
7. Parking / Garage	<p>(e) 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</p> <p>(f) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(g) 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</p> <p>(h) mesh between parking spaces, if shown by a thick line on the strata plan</p>
8. Plumbing	<p>(d) floor drain or sewer in common property</p> <p>(e) pipes within common property wall, floor or ceiling</p> <p>(f) main stopcock to unit</p>

9 of 11

	(d) storm water and on-site detention systems below ground
9. Windows	(d) windows in common property walls, including window furniture, sash cord and window seal (e) insect-screens, other than those installed by an owner after the registration of the strata plan (f) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(c) 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 (d) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(i) air conditioning systems, whether inside or outside of a lot, which serve only that lot (j) fuses and fuse boards within the lot and serving only that lot (k) in-sink food waste disposal systems and water filtration systems (l) electrical wiring in non-common property walls within a lot and serving only that lot (m) light fittings, light switches and power point sockets within the lot serving only that lot (n) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (o) telephone, television, internet and cable service and connection sockets (p) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(c) door locks additional to the original lock (or subsequent replacement of the original lock) (d) keys, security cards and access passes
5. Floor	(e) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (f) lacquer and staining on surface of floorboards or parquet flooring (g) internal carpeting and floor coverings, unfixed floating floors (h) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(e) internal (non-common property) walls (f) paintwork inside the lot (including ceiling and entrance door) (g) built-in wardrobes, cupboards, shelving (h) dishwasher

	<ul style="list-style-type: none"> (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
7. Parking / Garage	<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	<ul style="list-style-type: none"> (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 cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	<ul style="list-style-type: none"> (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



Lodger Details

Lodger Code 503641D
Name LAWAGENTS
Address PO BOX 6444
NORWEST 2153
Lodger Box 312D
Email ONLINE@LAWAGENTS.COM.AU
Reference HILL-SP39473-18

Land Registry Document Identification

AU147997

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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Land Title Reference	Part Land Affected?	Land Description
CP/SP39473	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP39473
Other legal entity

Meeting Date

18/12/2023

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW #5

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

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. SP39473
Signer Name KYLIE DAISLEY
Signer Organisation TOLWILLOW PTY. LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 12/06/2024

ANNEXURE A

Consolidated Strata Scheme By-laws for Strata Plan 39473

- 1 **NOISE**
An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 2 **VEHICLES**
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- 3 **OBSTRUCTION OF COMMON PROPERTY**
An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- 4 **DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**
An owner or occupier of a lot must not:
 - a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - b) use for his or her own purposes as a garden any portion of the common property.
- 5 **DAMAGE TO COMMON PROPERTY**
 - a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
 - b) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
 - c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - i) any locking or other safety device for protection of the owner's lot against intruders, or
 - ii) any screen or other device to prevent entry of animals or insects on the lot, or
 - iii) any structure or device to prevent harm to children.
 - d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
 - e) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.
- 6 **BEHAVIOUR OF OWNERS AND OCCUPIERS**
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.



- 7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**
An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
- 8 BEHAVIOUR OF INVITEES**
An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- 9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 10 DRYING OF LAUNDRY ITEMS**
An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.
- 11 CLEANING WINDOWS AND DOORS**
An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.
- 12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**
- a) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
 - b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY**
An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 14 FLOOR COVERINGS**
- a) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
 - b) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.



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15 GARBAGE DISPOSAL

An owner or occupier of a lot:

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

16 KEEPING OF ANIMALS

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

17 APPEARANCE OF LOT

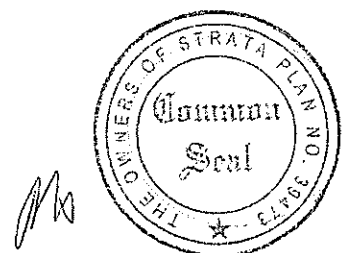
- a) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- b) This by-law does not apply to the hanging of any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

18 NOTICE BOARD

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

19 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).



SPECIAL BY-LAW NO. 1 – COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

<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

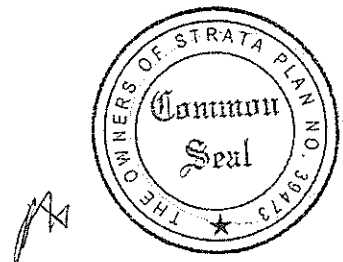


<p>5. Floor</p>	<ul style="list-style-type: none"> (a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors 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>	<p>(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</p> <p>(b) that part of a tree within the cubic space of a lot</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
<p>4. Entrance door</p>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>
<p>5. Floor</p>	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</p> <p>(b) lacquer and staining on surface of floorboards or parquetry flooring</p> <p>(c) internal carpeting and floor coverings, unfixed floating floors</p> <p>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>
<p>6. General</p>	<p>(a) internal (non-common property) walls</p> <p>(b) paintwork inside the lot (including ceiling and entrance door)</p> <p>(c) built-in wardrobes, cupboards, shelving</p> <p>(d) dishwasher</p> <p>(e) stove</p> <p>(f) washing machine and clothes dryer</p> <p>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</p> <p>(h) internal doors (including door furniture)</p> <p>(i) skirting boards and architraves on non-common property walls</p> <p>(j) tiles and associated waterproofing affixed to non-common property walls</p> <p>(k) letterbox within a lot</p> <p>(l) pavers installed within the lot's boundaries</p> <p>(m) ducting cover or structure covering a service that serves a single lot</p>



7. Parking / Garage	(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 cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) 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

SPECIAL BY-LAW NO. 2 – SHORT TERM LETTING AND OCCUPANCY OF A LOT

Definitions and Interpretation

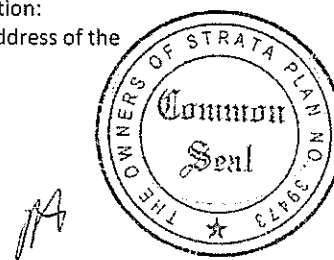
1. In this by-law:
 - a) "Act" means the Strata Schemes Management Act 2015;
 - b) "Short-term rental accommodation arrangement" has the same meaning as in Section 54A of the Fair Trading Act 1987.
 - c) Unless the context or subject matter otherwise indicates or requires:
 - i) Reference to the singular includes the plural and the plural includes the singular;
 - ii) "including" and similar expressions are not words of limitation;
 - iii) Headings are for convenience only and do not affect the interpretation of this by-law;
 - iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
 - v) Reference to a "lot" includes part of the lot.

Prohibition on Short-Term Rental Accommodation

2. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for any short-term rental accommodation arrangement, if the lot is not the principal place of residence of the owner, lessee or occupier of the lot.

Use of a Lot for Short-Term Rental Accommodation

3. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) for short-term rental accommodation arrangement:
 - a) Must provide the following notification to the owners corporation (which can be give to the strata manager, or in the absence of a strata manager, the secretary of the owners corporation) no earlier than two clear business days before the commencement of occupation:
 - i) The name, residential address, mobile telephone number, and email address of the occupant;



- ii) The date of commencement of the short-term rental accommodation arrangement;
 - iii) The name of any agent acting in respect of the short-term rental accommodation arrangement;
 - iv) The name of any short term rental accommodation entity that facilitated the short-term rental accommodation arrangement (e.g. Airbnb and Stayz), whether for a fee or otherwise.
 - v) An induction fee in the amount of \$110.00 inclusive of GST, or such other amount as may be determined by the strata committee from time to time, acting reasonably, payable to the owners corporation, for the cost of the owners corporation reviewing the above documents and conducting any induction training of the occupant.
- b) Must provide their tenant or licensee with an up-to-date copy of the by-laws;
 - c) Must ensure that their tenant or licensee and their guests comply with the by-laws, including by making it a term of any short-term rental accommodation arrangement that the tenant or licensee complies with the by-law for the scheme;
 - d) Must take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply with the by-laws or leave the parcel;
 - e) Must ensure the occupant under a short-term rental accommodation arrangement attends any induction pursuant to clause 4.
 - f) Is responsible for a breach of the by-laws by their occupant under a short-term rental accommodation arrangement, and the owners corporation may take action against the owner (or any lessee or licensee who subleases or sublicenses their lot under a short-term rental accommodation arrangement) as if they breached the by-laws themselves;
 - g) Consents to pay an increase in the contributions payable by the owner attributable to any increase in an insurance premium payable by the owners corporation attributable to the use of the lot for short-term rental accommodation arrangements.

Induction Training

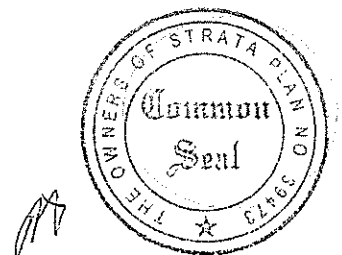
- 4. The owners corporation may conduct induction training of any occupant under a short-term rental accommodation arrangement, on any terms that the owners corporation considers reasonable.

Limit on Persons Occupying a Lot

- 5. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.
- 6. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.

Indemnity and Costs

- 7. An owner or occupier indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any breach of this by-law.
- 8. The owner, lessee or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach or this by-law. The owner must pay all such costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
 - a) Water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
 - b) Additional cleaning fees associated with additional persons sleeping in a lot;
 - c) Strata manager's fees;
 - d) Legal costs;
 - e) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;



9. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
10. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

Right of the Owners Corporation to Enter a Lot

11. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.

Restricting Access to Common Property

12. Subject to this by-law, the owners corporation has the power to:
 - a) Close off or restrict by security key access to parts of the common property that do not give access to a lot;
 - b) Restrict access to any part of a building to any persons who are in breach of this by-law;
 - c) Allow security personnel to use part of common property to determine or enforce compliance with this by-law.

SPECIAL BY-LAW NO. 3 – HOUSE RULES

Residents should read the comprehensive list of By-Laws set out in the Fair Trading Booklet

SPEED - The speed limit is 10 Kph Max. For the safety of all please SLOW DOWN.

COMMON PROPERTY & ROADWAYS - Skateboards, Rollerblades, Cycles, Scooters etc. are not to be ridden on roadways unless leaving or re-entering the complex. Ball games which damage gardens or other common property are not permitted within complex.

RUBBISH BINS - Please FLATTEN BOXES before placing in bin. Large household items such as furniture and whitegoods should not be placed in bins. Action will be taken against residents that deposit bricks, pavers or other heavy building materials in the bins.

PARKING - The maximum number of cars per unit is 2 cars (1 in the garage & 1 on driveway) Units without a driveway can apply to the Committee in writing to park 2nd car in the Visitors car Park. Residents are not permitted to park in the Visitors Car Park.

Residents and their guests are not permitted to park vehicles, trailers etc. on common roadways, grassed areas or parallel to units on common roadways.

Work vehicles, Motorhomes, Boats and caravans are not to be parked within the complex. Residents are responsible to ensure that their visitors park in the Visitors car Park.

ANIMALS - Dogs must be approved in writing by the Committee and kept on a lead at all times and have droppings removed. They should be exercised away from the complex. Cats are not permitted to roam around in the complex.

MODIFICATIONS - Any modifications to units (e.g. pergolas) must be approved by the Strata Committee and the modifications in the colours of the complex.



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MAINTENANCE - If repairs are required the Strata Committee must be notified in writing. The Executive will arrange quotes and have the repairs carried out.

DO NOT CONTACT THE MANAGING AGENT as this delays the process of repairing the damage to common property.

POOL AREA - POOL RULES are displayed on the pool fence. Residents and Visitors who do not abide by the rules will be asked to leave.

Pool gate, Sauna & Toilets must be locked by the last to leave the area.

THE STRATA COMMITTEE OF THE BODY CORPORATE.

SPECIAL BY-LAW NO. 4 – BATHROOM/LAUNDRY RENOVATIONS

SCHEDULE (lot numbers that have the benefit of this By-Law): ALL LOTS IN STRATA PLAN 39473

A DEFINITIONS

"Owner" means the lot number in Strata Plan no. 39473 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.



[Handwritten signature]

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;
- (G) remove all debris resulting from the Building Works immediately from the building; and
- (H) 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

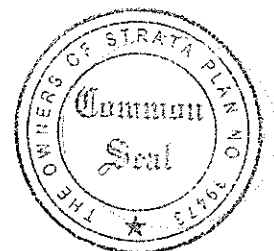
The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property 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 Lots, so far as those works affect the adjacent common property, including but not limited to renovations to laundries and/or bathrooms 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 waterproofing to comply with the Building Code of Australia
- 4. Lay new wall and floor tiles throughout bathroom
- 5. Install shower tap ware, install vanity and install toilet
- 6. Disposal of all building waste
- 7. Alterations to the layout of the plumbing and electrical system in the Lot

SPECIAL BY-LAW NO. 5 - REAL ESTATE SIGNBOARDS

1. Objective

This special by-law is established to restrict the erection of Real Estate Signboards within the Strata Scheme 39473 (hereinafter referred to as "the Scheme"), in order to maintain the aesthetics and tranquillity of the common property.

2. Definitions

- "Real Estate Signboard" refers to any signage, banner, or display intended for advertising or promoting the sale, lease, or rental of any lot within the Scheme.

- "Common Property" refers to all areas and facilities within the Scheme that are designated as common property in accordance with the Strata Schemes Management Act.

3. Restrictions

No owner or their representative within the Scheme shall erect, display, or maintain any real estate signboard on or within the common property.

4. Enforcement

(a) Non-compliance with this by-law may result in penalties as prescribed by the Strata Schemes Management Act [or relevant local legislation].

(b) The owners corporation reserves the right to remove any real estate advertising signboard erected without consent at the lot owner's expense.



Approved Form 10

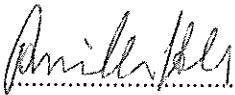
Certificate re Initial Period

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 39473 was affixed on Tuesday, 11 June 2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

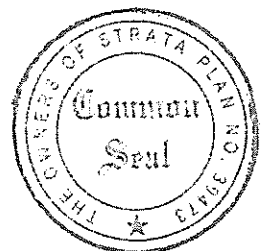
Signature: 

Name: Priscilla Ann Hill

Authority: Strata Managing Agent

* Insert appropriate date

* Strike through if inapplicable.



Form: 15CH
Release: 2.1

**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/SP39473	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Collection Hill Strata Solutions Box PO Box 102 SHELLHARBOUR CITY CENTRE NSW 2529 PH:0242439125 Reference: HILLS/SP39473	CH

- (C) The Owners-Strata Plan No. 39473 certify that a special resolution was passed on 18/12/2023
- (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 # 5
Amended by-law No. NOT APPLICABLE
as fully set out below:
CONSOLIDATED STRATA SCHEME BY-LAWS (ANNEXURE ATTACHED)

- (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. 39473 was affixed on 11/6/2024 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: PRISCILLA ANN HILL
Authority: STRATA MANAGING AGENT

Signature:
Name:
Authority:



Lodger Details

Lodger Code 503641D
Name LAWAGENTS
Address PO BOX 6444
NORWEST 2153
Lodger Box 312D
Email ONLINE@LAWAGENTS.COM.AU
Reference HILL-SP39473-18

Land Registry Document Identification

AU147997

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/SP39473	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP39473
Other legal entity

Meeting Date

18/12/2023

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW #5

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

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. SP39473

Signer Name KYLIE DAISLEY

Signer Organisation TOLWILLOW PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 12/06/2024

ANNEXURE A

Consolidated Strata Scheme By-laws for Strata Plan 39473

- 1 **NOISE**
An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 2 **VEHICLES**
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- 3 **OBSTRUCTION OF COMMON PROPERTY**
An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- 4 **DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**
An owner or occupier of a lot must not:
 - a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - b) use for his or her own purposes as a garden any portion of the common property.
- 5 **DAMAGE TO COMMON PROPERTY**
 - a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
 - b) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
 - c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - i) any locking or other safety device for protection of the owner's lot against intruders, or
 - ii) any screen or other device to prevent entry of animals or insects on the lot, or
 - iii) any structure or device to prevent harm to children.
 - d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
 - e) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.
- 6 **BEHAVIOUR OF OWNERS AND OCCUPIERS**
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.



7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8 BEHAVIOUR OF INVITEES

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

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

10 DRYING OF LAUNDRY ITEMS

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

11 CLEANING WINDOWS AND DOORS

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

12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

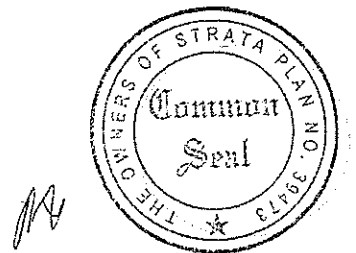
- a) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- b) This by-law does not apply to chemicals, liquids, gases or other material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

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

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

14 FLOOR COVERINGS

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



15 GARBAGE DISPOSAL

An owner or occupier of a lot:

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

16 KEEPING OF ANIMALS

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

17 APPEARANCE OF LOT

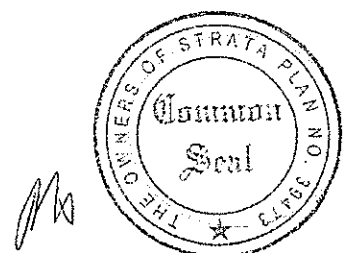
- a) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- b) This by-law does not apply to the hanging of any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

18 NOTICE BOARD

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

19 CHANGE IN USE OF LOT TO BE NOTIFIED

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).



SPECIAL BY-LAW NO. 1 – COMMON PROPERTY MEMORANDUM

Owners corporation responsibilities for maintenance, repair or replacement

<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 parquetry 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>	<p>(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</p> <p>(b) that part of a tree within the cubic space of a lot</p>
<p>2. Ceiling/Roof</p>	<p>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</p>
<p>3. Electrical</p>	<p>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</p> <p>(b) fuses and fuse boards within the lot and serving only that lot</p> <p>(c) in-sink food waste disposal systems and water filtration systems</p> <p>(d) electrical wiring in non-common property walls within a lot and serving only that lot</p> <p>(e) light fittings, light switches and power point sockets within the lot serving only that lot</p> <p>(f) telephone, television, internet and cable wiring within non- common property walls and serving only that lot</p> <p>(g) telephone, television, internet and cable service and connection sockets</p> <p>(h) intercom handsets serving one lot and associated wiring located within non-common walls</p>
<p>4. Entrance door</p>	<p>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</p> <p>(b) keys, security cards and access passes</p>
<p>5. Floor</p>	<p>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</p> <p>(b) lacquer and staining on surface of floorboards or parquetry flooring</p> <p>(c) internal carpeting and floor coverings, unfixed floating floors</p> <p>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</p>
<p>6. General</p>	<p>(a) internal (non-common property) walls</p> <p>(b) paintwork inside the lot (including ceiling and entrance door)</p> <p>(c) built-in wardrobes, cupboards, shelving</p> <p>(d) dishwasher</p> <p>(e) stove</p> <p>(f) washing machine and clothes dryer</p> <p>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</p> <p>(h) internal doors (including door furniture)</p> <p>(i) skirting boards and architraves on non-common property walls</p> <p>(j) tiles and associated waterproofing affixed to non-common property walls</p> <p>(k) letterbox within a lot</p> <p>(l) pavers installed within the lot's boundaries</p> <p>(m) ducting cover or structure covering a service that serves a single lot</p>



7. Parking / Garage	(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 cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) 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

SPECIAL BY-LAW NO. 2 – SHORT TERM LETTING AND OCCUPANCY OF A LOT
Definitions and Interpretation

1. In this by-law:
 - a) "Act" means the Strata Schemes Management Act 2015;
 - b) "Short-term rental accommodation arrangement" has the same meaning as in Section 54A of the Fair Trading Act 1987.
 - c) Unless the context or subject matter otherwise indicates or requires:
 - i) Reference to the singular includes the plural and the plural includes the singular;
 - ii) "Including" and similar expressions are not words of limitation;
 - iii) Headings are for convenience only and do not affect the interpretation of this by-law;
 - iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
 - v) Reference to a "lot" includes part of the lot.

Prohibition on Short-Term Rental Accommodation

2. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for any short-term rental accommodation arrangement, if the lot is not the principal place of residence of the owner, lessee or occupier of the lot.

Use of a Lot for Short-Term Rental Accommodation

3. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) for short-term rental accommodation arrangement:
 - a) Must provide the following notification to the owners corporation (which can be give to the strata manager, or in the absence of a strata manager, the secretary of the owners corporation) no earlier than two clear business days before the commencement of occupation:
 - i) The name, residential address, mobile telephone number, and email address of the occupant;



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- ii) The date of commencement of the short-term rental accommodation arrangement;
 - iii) The name of any agent acting in respect of the short-term rental accommodation arrangement;
 - iv) The name of any short term rental accommodation entity that facilitated the short-term rental accommodation arrangement (e.g. Airbnb and Stayz), whether for a fee or otherwise.
 - v) An induction fee in the amount of \$110.00 inclusive of GST, or such other amount as may be determined by the strata committee from time to time, acting reasonably, payable to the owners corporation, for the cost of the owners corporation reviewing the above documents and conducting any induction training of the occupant.
- b) Must provide their tenant or licensee with an up-to-date copy of the by-laws;
 - c) Must ensure that their tenant or licensee and their guests comply with the by-laws, including by making it a term of any short-term rental accommodation arrangement that the tenant or licensee complies with the by-law for the scheme;
 - d) Must take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply with the by-laws or leave the parcel;
 - e) Must ensure the occupant under a short-term rental accommodation arrangement attends any induction pursuant to clause 4.
 - f) Is responsible for a breach of the by-laws by their occupant under a short-term rental accommodation arrangement, and the owners corporation may take action against the owner (or any lessee or licensee who subleases or sublicenses their lot under a short-term rental accommodation arrangement) as if they breached the by-laws themselves;
 - g) Consents to pay an increase in the contributions payable by the owner attributable to any increase in an insurance premium payable by the owners corporation attributable to the use of the lot for short-term rental accommodation arrangements.

Induction Training

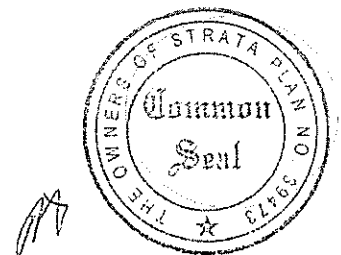
- 4. The owners corporation may conduct induction training of any occupant under a short-term rental accommodation arrangement, on any terms that the owners corporation considers reasonable.

Limit on Persons Occupying a Lot

- 5. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.
- 6. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.

Indemnity and Costs

- 7. An owner or occupier indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any breach of this by-law.
- 8. The owner, lessee or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach or this by-law. The owner must pay all such costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
 - a) Water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
 - b) Additional cleaning fees associated with additional persons sleeping in a lot;
 - c) Strata manager's fees;
 - d) Legal costs;
 - e) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;



9. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
10. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

Right of the Owners Corporation to Enter a Lot

11. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.

Restricting Access to Common Property

12. Subject to this by-law, the owners corporation has the power to:
 - a) Close off or restrict by security key access to parts of the common property that do not give access to a lot;
 - b) Restrict access to any part of a building to any persons who are in breach of this by-law;
 - c) Allow security personnel to use part of common property to determine or enforce compliance with this by-law.

SPECIAL BY-LAW NO. 3 – HOUSE RULES

Residents should read the comprehensive list of By-Laws set out in the Fair Trading Booklet

SPEED - The speed limit is 10 Kph Max. For the safety of all please SLOW DOWN.

COMMON PROPERTY & ROADWAYS - Skateboards, Rollerblades, Cycles, Scooters etc. are not to be ridden on roadways unless leaving or re-entering the complex. Ball games which damage gardens or other common property are not permitted within complex.

RUBBISH BINS - Please FLATTEN BOXES before placing in bin. Large household items such as furniture and whitegoods should not be placed in bins. Action will be taken against residents that deposit bricks, pavers or other heavy building materials in the bins.

PARKING - The maximum number of cars per unit is 2 cars (1 in the garage & 1 on driveway) Units without a driveway can apply to the Committee in writing to park 2nd car in the Visitors car Park. Residents are not permitted to park in the Visitors Car Park.

Residents and their guests are not permitted to park vehicles, trailers etc. on common roadways, grassed areas or parallel to units on common roadways.

Work vehicles, Motorhomes, Boats and caravans are not to be parked within the complex. Residents are responsible to ensure that their visitors park in the Visitors car Park.

ANIMALS - Dogs must be approved in writing by the Committee and kept on a lead at all times and have droppings removed. They should be exercised away from the complex. Cats are not permitted to roam around in the complex.

MODIFICATIONS - Any modifications to units (e.g. pergolas) must be approved by the Strata Committee and the modifications in the colours of the complex.



MA

MAINTENANCE - If repairs are required the Strata Committee must be notified in writing. The Executive will arrange quotes and have the repairs carried out.

DO NOT CONTACT THE MANAGING AGENT as this delays the process of repairing the damage to common property.

POOL AREA - POOL RULES are displayed on the pool fence. Residents and Visitors who do not abide by the rules will be asked to leave.

Pool gate, Sauna & Toilets must be locked by the last to leave the area.

THE STRATA COMMITTEE OF THE BODY CORPORATE.

SPECIAL BY-LAW NO. 4 – BATHROOM/LAUNDRY RENOVATIONS

SCHEDULE (lot numbers that have the benefit of this By-Law): ALL LOTS IN STRATA PLAN 39473

A DEFINITIONS

"Owner" means the lot number in Strata Plan no. 39473 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

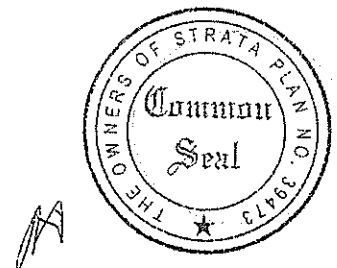
Subject to the conditions in paragraph C of this by-law, the Owner will have;

- (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;
- (G) remove all debris resulting from the Building Works immediately from the building; and
- (H) 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

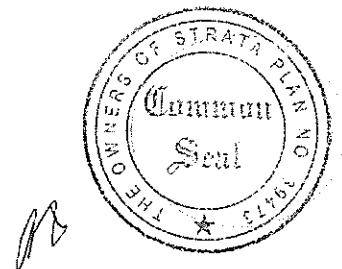
The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property 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 Lots, so far as those works affect the adjacent common property, including but not limited to renovations to laundries and/or bathrooms 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 waterproofing to comply with the Building Code of Australia
- 4. Lay new wall and floor tiles throughout bathroom
- 5. Install shower tap ware, install vanity and install toilet
- 6. Disposal of all building waste
- 7. Alterations to the layout of the plumbing and electrical system in the Lot

SPECIAL BY-LAW NO. 5 - REAL ESTATE SIGNBOARDS

1. Objective

This special by-law is established to restrict the erection of Real Estate Signboards within the Strata Scheme 39473 (hereinafter referred to as "the Scheme"), in order to maintain the aesthetics and tranquillity of the common property.

2. Definitions

- "Real Estate Signboard" refers to any signage, banner, or display intended for advertising or promoting the sale, lease, or rental of any lot within the Scheme.

- "Common Property" refers to all areas and facilities within the Scheme that are designated as common property in accordance with the Strata Schemes Management Act.

3. Restrictions

No owner or their representative within the Scheme shall erect, display, or maintain any real estate signboard on or within the common property.

4. Enforcement

(a) Non-compliance with this by-law may result in penalties as prescribed by the Strata Schemes Management Act (or relevant local legislation).

(b) The owners corporation reserves the right to remove any real estate advertising signboard erected without consent at the lot owner's expense.



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Approved Form 10

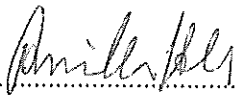
Certificate re Initial Period

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 39473 was affixed on Tuesday, 11 June 2024 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: Priscilla Ann Hill

Authority: Strata Managing Agent

* Insert appropriate date

* Strike through if inapplicable.



Form: 15CH
 Release: 2.1

**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/SP39473			
(B) LODGED BY	<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Document Collection Box</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any Hill Strata Solutions PO Box 102 SHELLHARBOUR CITY CENTRE NSW 2529 PH: 0242439125 Reference: HILLS/SP39473</td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Hill Strata Solutions PO Box 102 SHELLHARBOUR CITY CENTRE NSW 2529 PH: 0242439125 Reference: HILLS/SP39473	CODE CH
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Hill Strata Solutions PO Box 102 SHELLHARBOUR CITY CENTRE NSW 2529 PH: 0242439125 Reference: HILLS/SP39473			

- (C) The Owners-Strata Plan No. 39473 certify that a special resolution was passed on 18/12/2023
- (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 # 5
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 CONSOLIDATED STRATA SCHEME BY-LAWS (ANNEXURE ATTACHED)

- (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. 39473 was affixed on 11/6/2024 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: *Priscilla Hill*
 Name: PRISCILLA ANN HILL
 Authority: STRATA MANAGING AGENT

Signature:
 Name:
 Authority:



Applicant:

L Mak
PO Box 290
KIAMA NSW 2533

kgesovski@kells.com.au

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

Applicants Reference: 20242571
Certificate No: PL1988/2024
Print Date: 11 September 2024

LAND DESCRIPTION:

27/1 Sparta Street WARILLA NSW 2528

Lot 27 SP 39473

Land ID: 17477

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 the 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's Customer Service Section.

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. Name of Relevant Planning Instruments and DCPs

1.1 Which environmental planning instruments apply to the carrying out of development on the land?

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP (Resilience & Hazards) 2021 - Wholly. Chapter 2 of this SEPP applies to all of this land.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website www.planning.nsw.gov.au and the Legislation website www.legislation.nsw.gov.au for details on State Environmental Planning Policies.

.....
1.2 Which development control plans apply to the carrying out of development on the land?

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 4.15 of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

Technical Policies

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:
<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

1.3 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

The Explanation of Intended Effect (EIE) was publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to:

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

-
- a railway station;
 - the E2 Commercial Centre zone; and
 - E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure until 16 April 2024.

The proposed changes include amendments to the SEPP Transport and Infrastructure 2021, SEPP Planning Systems 2021 and SEPP Precincts-Western Parkland City 2021 to streamline the planning approval processes for various infrastructure, transport, education, health, emergency services and environmental management related land uses.

Please refer to the Department of Planning, Housing and Infrastructure website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

Complying Development for Farm Buildings, Rural Sheds and Earthworks on Rural Lands.

The Explanation of Intended Effect (EIE) has been prepared by the Department of Planning, Housing and Infrastructure (DPHI).

It proposes changes to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) for earthworks and farm building provision in the Inland and Rural Housing Codes.

Please refer to the DPHI website for more information:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

1.4 Which proposed development control plans apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

No exhibited draft Development Control Plans apply to the land.

.....
1.5 In this clause 1.3 and 1.4 do not apply in relation to a proposed environmental planning instrument or a draft development control plan if it has been more than 3 years since the end of the public exhibition for the proposed instrument or daft plan, or for a proposed environmental planning instrument, the Planning Secretary has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved

1.6 In this clause, proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a LEP.

2. ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or draft environmental planning instrument referred to in clause 1 above that includes land in a zone:

2.1 What is the identity of the zoning for the land?

Shellharbour LEP 2013 - R3 Medium Density Residential.

2.2 For what purposes may development be carried out within the zone without development consent?

Shellharbour LEP 2013 - R3: Home occupations.

2.3 For what purposes may development not be carried out within the zone except with development consent?

Shellharbour LEP 2013 - R3: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Jetties; Marinas; Mooring pens; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential accommodation; Respite day care centres; Roads; Seniors housing; Serviced apartments; Tank-based aquaculture; Water reticulation systems.

2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - R3: Pond-based aquaculture; Rural workers' dwellings; Any other development not specified in clause 2.2 or 2.3.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

2.6 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Shellharbour LEP 2013 - No.

.....
Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

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

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

2.9 Is an item of environmental heritage situated on the land?

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review)
(Amendment 1).

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

Environmental Planning and Assessment (Housing and Productivity Contribution)
Order 2023 - Illawarra-Shoalhaven Region

3.3 If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Not applicable.

4. COMPLYING DEVELOPMENT

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

4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

-
- 4.3 **If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**
- 4.4 **If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.**

Housing Code

Complying Development under the Housing Code MAY only be carried out on that part of the land that IS NOT identified as Class 1 or 2 Acid Sulfate Soils in the Local Environmental Plan.

Rural Housing Code

Complying Development under the Rural Housing Code MAY only be carried out on that part of the land that IS NOT identified as Class 1 or 2 Acid Sulfate Soils in the Local Environmental Plan.

Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code MAY only be carried out on that part of the land that IS NOT identified as Class 1 or 2 Acid Sulfate Soils in the Local Environmental Plan.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code MAY only be carried out on that part of the land that IS NOT identified as Class 1 or 2 Acid Sulfate Soils in the Local Environmental Plan.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT 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 Industrial and Business Alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code MAY only be carried out on that part of the land that IS NOT identified as Class 1 or 2 Acid Sulfate Soils in the Local Environmental Plan.

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.

5 EXEMPT DEVELOPMENT

- 5.1 If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.
- 5.2 If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.
- 5.3 If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- 5.4 If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development **may** only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

.....
6. **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

6.1 Is an affected building notice, of which council is aware, in force in respect of the land?

No.

6.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?

No.

6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?

No.

6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. **LAND RESERVED FOR ACQUISITION**

7.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

8.1 Is the land affected by any road widening or road realignment under:

(a) The Roads Act 1993, Part 3, Division 2?

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

.....
9 FLOOD RELATED DEVELOPMENT CONTROLS

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

Elliott Lake - Little Lake Floodplain Risk Management Study & Plan - All or part of the land has been identified within the *Elliott Lake - Little Lake Floodplain Risk Management Study & Plan (2016)* as **below the Flood Planning Level**. Councils' Floodplain Risk Management Development Control Plan (DCP) will apply. For further information, please contact Council's Engineering Services on 4221 6111.

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

Elliott Lake - Little Lake Floodplain Risk Management Study & Plan - All or part of the land has been identified within the *Elliott Lake - Little Lake Floodplain Risk Management Study & Plan (2016)* as **Flood Prone**. Councils' Floodplain Risk Management Development Control Plan (DCP) will apply. For further information, please contact Council's Engineering Services on 4221 6111.

9.3 In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Landslip

No.

10.2 Bushfire

No.

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

.....
10.5 Acid Sulphate Soils

Yes, Shellharbour LEP 2013 and Shellharbour DCP

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

11. BUSH FIRE PRONE LAND

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

No.

12. LOOSE FILL ASBESTOS INSULATION

12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A that are listed on the Register that is required to be maintained under that Division?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

.....
13. MINE SUBSIDENCE

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of *Coal Mine* Subsidence Compensation Act 2017?

No.

14. PAPER SUBDIVISION INFORMATION

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

Not applicable.

14.2 The date of any subdivision order that applies to the land.

Not applicable.

14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.

15. PROPERTY VEGETATIONS PLAN

15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?

No.

16. BIODIVERSITY STEWARDSHIP SITES

16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?

No.

Note: Biodiversity Stewardship agreements including 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

17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016* Part 8?

No.

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

18. ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

18.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

19.1 If the Coastal Management Act 2016 applies to the Council, whether the owner, or any 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?

Not applicable.

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

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

20. WESTERN SYDNEY AEROTROPOLIS

20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

.....
**22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT
CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

22.1 Is there 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?

No.

22.2 The period for which the certificate is current is?

Not Applicable.

If there is a certificate, copy of the certificate can be obtained from the Department.

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

No.

22.4 Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?

No.

22.5 In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

No. This clause does not currently apply within Shellharbour Local Government Area.

.....
**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED
LAND MANAGEMENT ACT 1997 (CLM Act)**

- (a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?
- No.

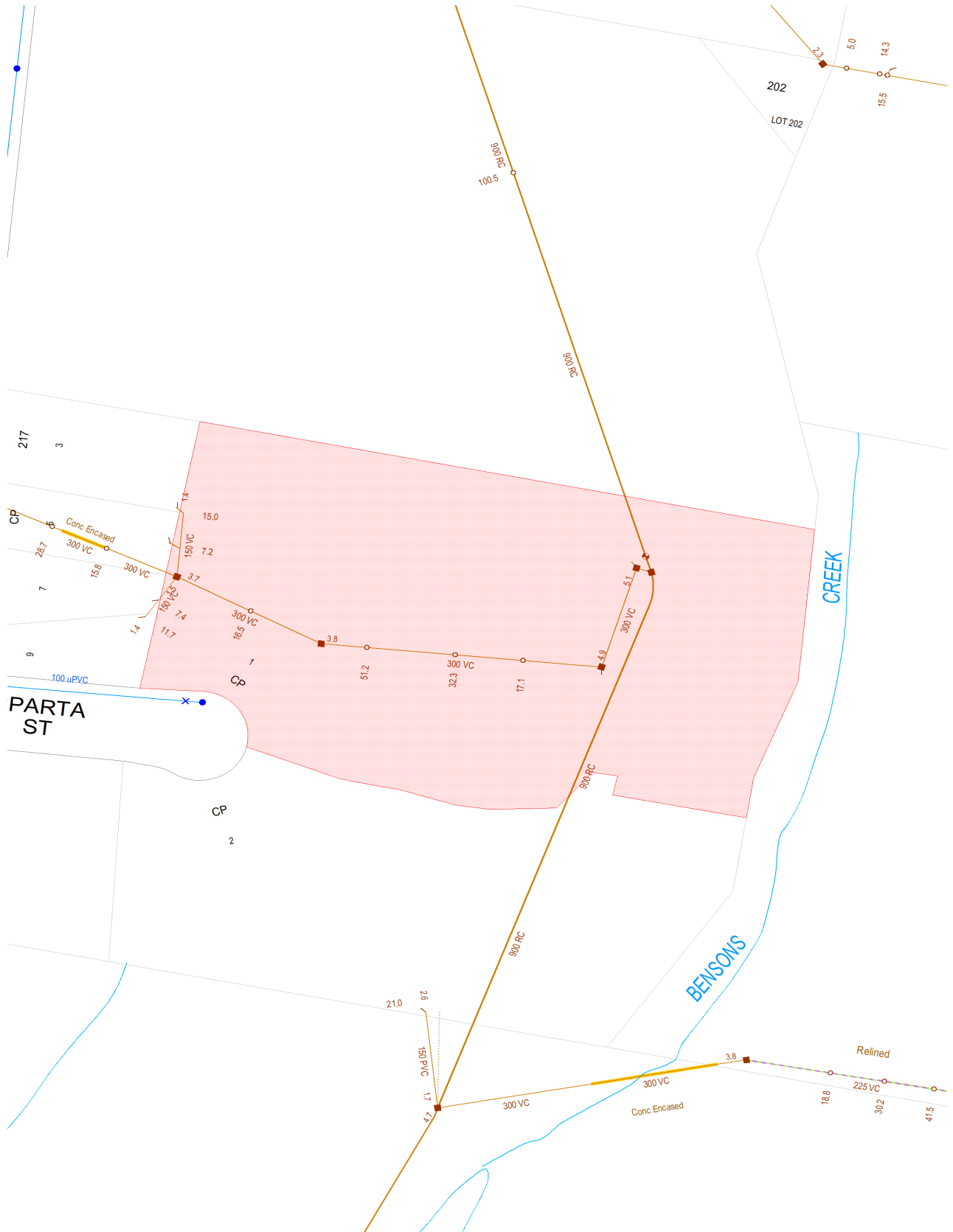
PART B: NOTATIONS

There are no Part B notations on this property.

For further information please contact the
Land & Information Services on
(02) 4221 6111

Authorised by:
Mike Archer
Chief Executive Officer

Service Location Print
Application Number: 8003715332



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Shannon Patrick Ryan**
Purchaser:
Property: **27/1 Sparta Street, Warilla NSW 2528**
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. 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

10. All outgoing 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.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the Property Tax (First Home Buyer Choice) Act 2022 (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. 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.
14. 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.
15. 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.
16. 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?
- 17.
- (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?
18. 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.
- 19.
- (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**
20. 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?

21.

- (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
 - (ii) 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

22. 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.
23. Are there any mediations currently being conducted by the Commissioner for Fair Trading, Department of Customer Service in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. 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.
25. 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.
26. 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?
27. 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

28. Has the initial period expired?
29. 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?
30. If the Property includes a utility lot, please specify the restrictions.
31. 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?
32. 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 of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. 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.
35. 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.

36. 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?
37. 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.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. 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?
40. 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.
41. 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.
42. 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?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. 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

45. 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

46. 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 5 business days prior to completion.
47. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
48. If any document created 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.
49. Searches, surveys and enquiries must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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

52. 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.