

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

**SIGNING PAGE**

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

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>

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

Lake Group Strata  
 PO Box 175  
 CHARLESTOWN NSW 2290  
 Phone 02 4942 3305

**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:
 

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* 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 *serving* 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 outgoing payments 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 *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* 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.

202/6 CHARLES ST, CHARLESTOWN 2290

## **SPECIAL CONDITIONS**

### **1. Amendments to standard printed form of Contract**

---

- 1.1 Clause 5.1 is deleted.
- 1.2 Clause 7.1 is amended by deleting "5% of the price" and inserting "\$1.00" in lieu thereof.
- 1.3 Clause 23.6.1 is amended by deleting the words "even if it is payable by instalments" and inserting the words "and if payable by instalments the vendor is only liable to pay instalments due and payable prior to the contract date. Any instalments payable on or after the contract date is the purchaser's liability irrespective of when they were determined" in lieu thereof.
- 1.4 Clause 23.13 is amended by replacing the word 'vendor' with 'purchaser'.
- 1.5 Clause 23.14 is deleted.

### **2. Notice to complete**

---

- 2.1 In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract provided that the party giving such notice shall be entitled to withdraw such notice to complete and subsequently issue a further notice in lieu thereof.
- 2.2 If it becomes necessary for the vendor to issue a notice to complete then the Purchaser shall pay to the Vendor the cost of issue of such notice assessed at \$200.00 plus GST payable by the purchaser on completion.

### **3 Death or incapacity**

---

Notwithstanding any rule of law or equity to the contrary, should the Purchaser, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the Vendor may rescind this contract by notice in writing forwarded to the Purchaser and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

### **4 Purchaser acknowledgements**

---

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
  - (b) Subject to all defects latent and patent;
  - (c) Subject to any infestations and dilapidation;
-

- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## **5 Late completion**

---

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

## **6 Agent**

---

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## **7 Swimming pool**

---

The property does not have a swimming pool.

## **8 Deposit bond**

---

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
  - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
  - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
-

- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**9 Land Tax**

---

Notwithstanding anything contained herein the purchaser agrees to adjust land tax (if any) on the actual amount payable by the vendor on completion.

**10 Release of Deposit**

---

In the event that the deposit herein or any part thereof is required by the vendor to be used as a deposit on the purchase of Real Estate, then without any further authority from the Purchaser, the agent herein or the solicitor for the vendor, as is appropriate, is hereby authorised to release such amount from the deposit as may be required for that purpose.

**11 Exchange on less than 10% deposit**

---

In the event that:-

- (a) the purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
- (b) the purchaser has paid on exchange of Contracts an amount which is less than ten per centum (10%) of the purchase price; and
- (c) the vendor terminates this contract

then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less the amount paid on exchange of Contracts, as liquidated damages, and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This special condition shall not merge on completion of the contract.

**12 Sewer Diagram**

---

The sewer diagram annexed hereto is the most up to date diagram held by Sydney Water. The purchaser shall not raise any requisition or objection or make any claims for compensation in this regard.

**13 Requisitions**

---

For the purpose of Clause 5, the only requisitions or general questions about the property or the title that the purchaser shall be entitled to raise shall be in the form of the Law Society of New South Wales requisitions annexed to this contract.

---

## 14 Order on the agent/solicitor

---

The purchaser's solicitor/conveyancer will provide the Order on the Agent/Solicitor to the vendor's solicitors prior to completion. The Order on the Agent/Solicitor will be held in escrow pending completion.

## 15 Guarantee

---

- 15.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 15.2 The word *guarantor* means ..... and ..... (being the directors of the purchaser).
- 15.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 15.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 15.4.1 payment of all money payable by the purchaser under this contract; and
  - 15.4.2 the performance of all of the purchaser's other obligations under this contract.
- 15.5 The guarantor:
- 15.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - 15.5.2 must pay on demand any money due to the vendor under this indemnity.
- 15.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 15.6.1 the performance by the purchaser of its obligations under this contract; and
  - 15.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 15.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 15.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 15.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 15.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
-

- 15.9.2 the release or discharge of any person;
- 15.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- 15.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- 15.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 15.9.6 the winding up of the purchaser.
- 15.9.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

15.10 This clause operates as a Deed between the vendor and the guarantor.

Executed by  
in the presence of:

.....  
Director

.....  
Signature of Witness

.....  
Print full name

.....  
Address of Witness

Executed by  
in the presence of:

.....  
Director

.....  
Signature of Witness

.....  
Print full name

.....  
Address of Witness

---

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
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 Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (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 s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act 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?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

#### **Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement 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?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (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**

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

#### **Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
- (f) repair and maintenance.
- 43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
- 44. Has an internal dispute resolution process been established? If so, what are its terms?
- 45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

- 47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
- 49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 52. The purchaser reserves the right to make further requisitions prior to completion.
- 53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 14/SP94734

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/4/2024	2:35 PM	3	8/9/2018

LAND

----

LOT 14 IN STRATA PLAN 94734  
AT CHARLESTOWN  
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

-----

ROSANNA GOLINO

(T AM301835)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94734  
2 AM301836 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP94734

SEARCH DATE	TIME	EDITION NO	DATE
4/4/2024	2:36 PM	3	31/5/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94734  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHARLESTOWN  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP94734

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94734  
ADDRESS FOR SERVICE OF DOCUMENTS:  
6 CHARLES STREET, CHARLESTOWN, NSW 2290

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 7.62 METRES
- 3 AK975933 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.45  
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM
- 4 AS263931 INITIAL PERIOD EXPIRED
- 5 AT131999 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94734

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 94	2	- 98	3	- 155	4	- 130
5	- 90	6	- 88	7	- 110	8	- 123
9	- 94	10	- 134	11	- 123	12	- 87
13	- 92	14	- 151	15	- 131	16	- 91
17	- 87	18	- 85	19	- 166	20	- 122
21	- 88	22	- 134	23	- 121	24	- 87
25	- 92	26	- 151	27	- 129	28	- 91
29	- 88	30	- 98	31	- 166	32	- 122
33	- 101	34	- 137	35	- 120	36	- 100
37	- 105	38	- 151	39	- 129	40	- 101
41	- 100	42	- 98	43	- 145	44	- 140
45	- 101	46	- 137	47	- 121	48	- 100

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94734

PAGE 2

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

## STRATA PLAN 94734

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	- 103	50	- 151	51	- 129	52	- 101
53	- 98	54	- 98	55	- 164	56	- 122
57	- 101	58	- 135	59	- 118	60	- 100
61	- 103	62	- 149	63	- 129	64	- 101
65	- 100	66	- 96	67	- 147	68	- 142
69	- 101	70	- 137	71	- 118	72	- 142
73	- 153	74	- 93	75	- 96	76	- 147
77	- 132	78	- 169	79	- 133	80	- 154
81	- 94	82	- 156	83	- 114	84	- 170

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

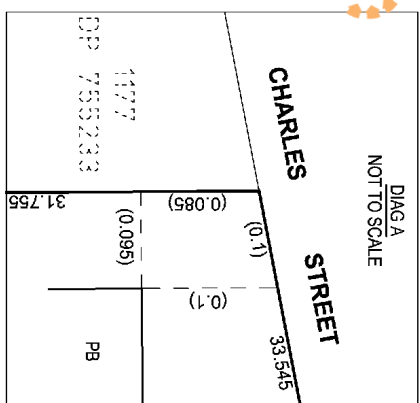
811235

PRINTED ON 4/4/2024

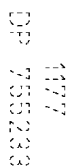
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

## LOCATION PLAN

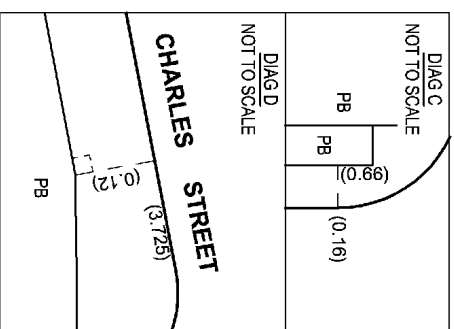
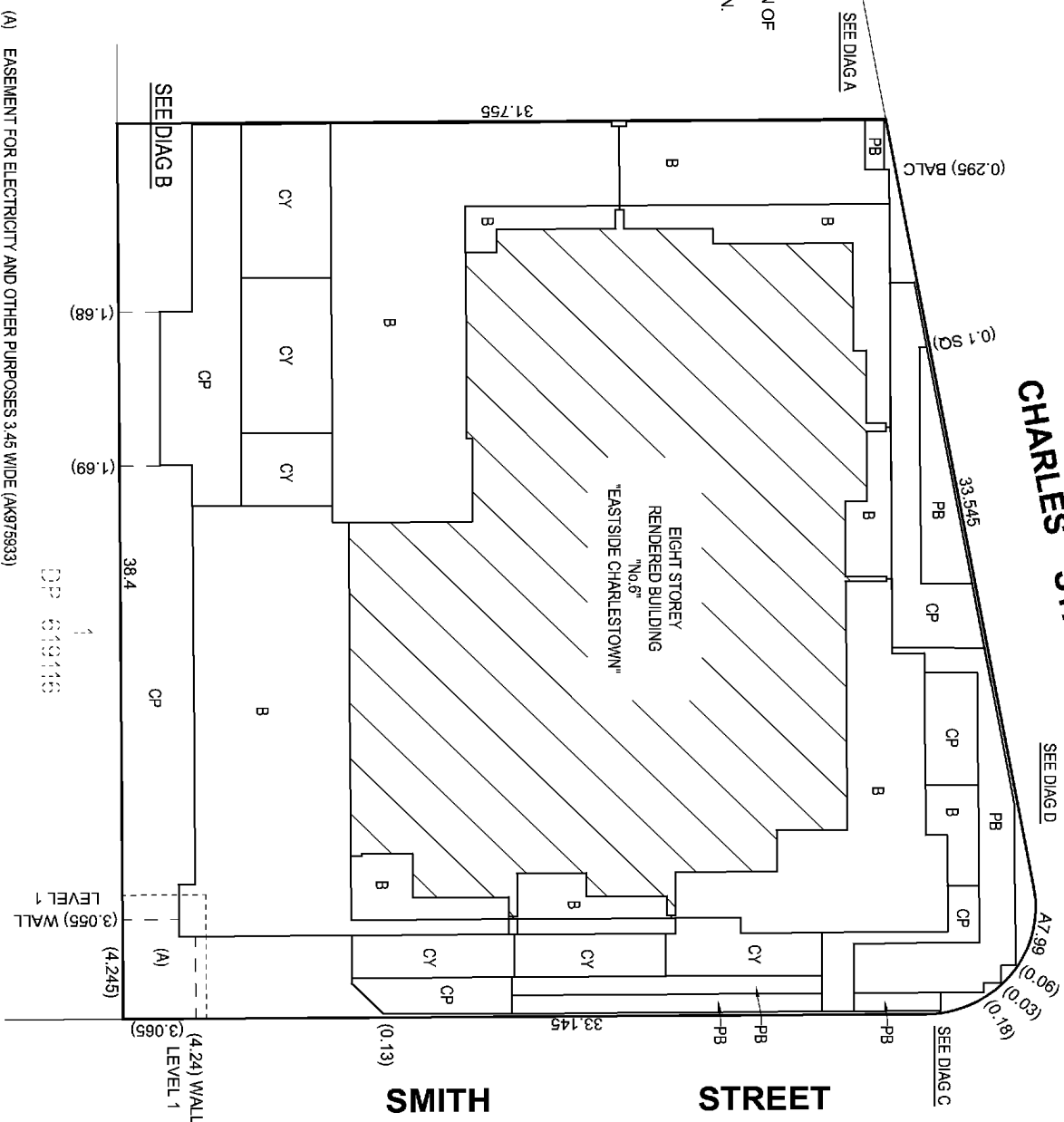
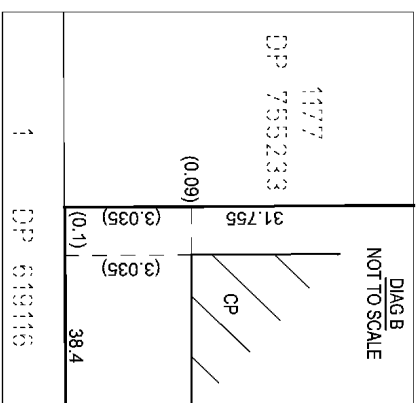
**MGA NORTH**



OFFSETS ARE SHOWN AS THE PROLONGATION OF  
OUTER FACE OF WALL UNLESS OTHERWISE  
STATED OR A RIGHT ANGLE SYMBOL IS SHOWN.



B = BALCONY  
CY = COURTYARD  
CP = COMMON PROPERTY  
PB = PLANTER BOX



(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.45 WIDE (AK975933,

Surveyor : ADAM JOHN MCCAULL

Surveyor's Ref : 5944 SP-V1

Subdivision No : SC445/16

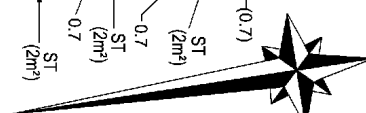
Lengths are in metres. Reduction Ratio 1 : 200

Registered

16.12.2016

SP94734

**MGA NORTH**



PT 48

SEE DIAGRAM E


SEE DIAGRAM  
E

(PW) DENOTES PROLONGATION OF FACE OF WALL / COLUMN

Figure 1: Typical floor plan of a 1000 sq ft house. The plan shows a rectangular layout with various rooms and their dimensions. Key areas include PT 61 (5.4 x 2.535), PT 62 (5.4 x 2.4), PT 64 (3.675 x 2.465), PT 47 (3.725 x 2.9), PT 58 (5.4 x 2.4), PT 59 (5.4 x 2.57), PT 55 (5.4 x 2.62), PT 52 (5.4 x 2.59), PT 49 (5.415 x 2.615), PT 66 (5.395 x 2.61), PT 20 (5.41 x 2.89), PT 3 (5.41 x 3.51), PT 53 (5.405 x 2.57), PT 44 (5.4 x 2.57), PT 45 (5.4 x 2.57), PT 46 (5.4 x 2.57), PT 48 (5.4 x 2.57). The plan also shows a central area labeled 'S' and 'SW', and a small area labeled 'LW'. The overall dimensions are 10.0 x 10.0. The plan is labeled 'SEE DIAGRAM E'.

2.485	CS	PT 41	2.49	ST	0.7
5.48	(13m <sup>2</sup> )	3.72	(2.49)	(2m <sup>2</sup> )	
0.75	CS	PT 8	2.525	ST	0.7
(PC)	(13m <sup>2</sup> )	5.48	(2.525)	(2m <sup>2</sup> )	
2.52	CS	PT 26	2.51	ST	0.7
0.75	(PC)	(13m <sup>2</sup> )	(2.51)	(2m <sup>2</sup> )	
2.445	CS	PT 27	2.44	ST	0.7
(PC)	(13m <sup>2</sup> )	5.48	(2.44)	(2m <sup>2</sup> )	
2.4	CS	PT 14	2.4	ST	0.7
5.48	(13m <sup>2</sup> )	5.48	(2.4)	(2m <sup>2</sup> )	
2.48	CS	PT 30	2.48	ST	0.7
5.48	(13m <sup>2</sup> )	5.48	(2.48)	(2m <sup>2</sup> )	
2.45	CS	PT 31	2.45	ST	0.7
5.48	(13m <sup>2</sup> )	5.48	(2.45)	(2m <sup>2</sup> )	
3.045	CS	PT 39	3.045	ST	0.7
0.76	(PC)	(16m <sup>2</sup> )	(3.045)	(2m <sup>2</sup> )	
2.4	CS	PT 37	2.4	ST	0.7
5.48	(13m <sup>2</sup> )	5.48	(2.4)	(2m <sup>2</sup> )	
2.4	CS	PT 35	2.4	ST	0.7
5.48	(13m <sup>2</sup> )	5.48	(2.4)	(2m <sup>2</sup> )	
(1.76)					

Registered


16.12.2016

SP94734

**CAUTION:** THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.



MGA NORTH

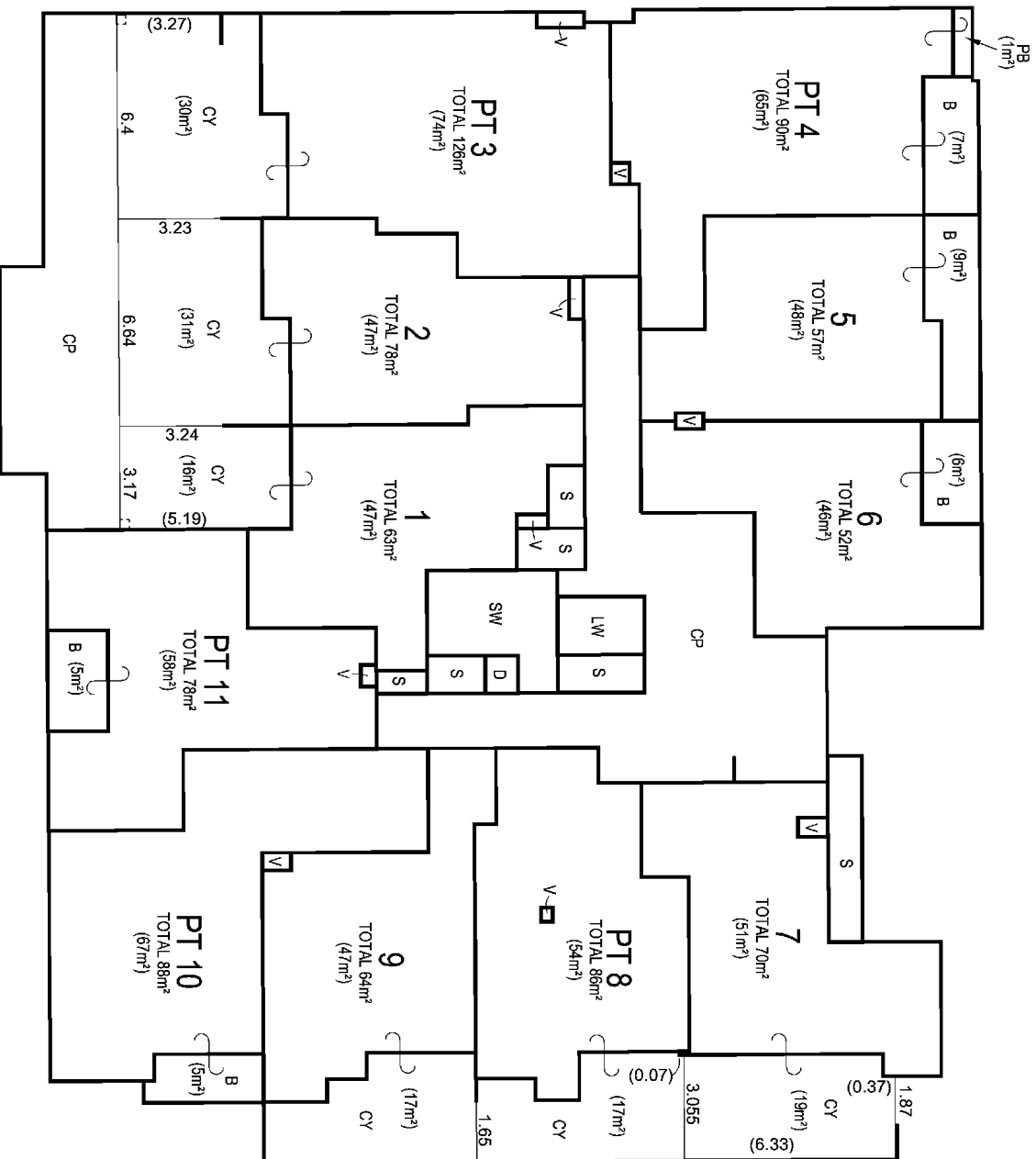
ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

COURTYARDS ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT COURTYARD EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

PLANTER BOXES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT PLANTER BOX EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

- S = SERVICES (COMMON PROPERTY)  
 LW = LIFT WELL (COMMON PROPERTY)  
 SW = STAIR WELL (COMMON PROPERTY)  
 D = DUCT (COMMON PROPERTY)  
 CP = COMMON PROPERTY  
 V = VOID (COMMON PROPERTY)  
 B = BALCONY  
 CY = COURTYARD  
 PB = PLANTER BOX
- DENOTES CENTRE OF WALL



CAUTION: THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (TIERHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

Surveyor: ADAM JOHN MCCAULL

Surveyor's Ref: 5944 SP-V1

Subdivision No: SC445/16

Lengths are in metres. Reduction Ratio: 1:150

Registered



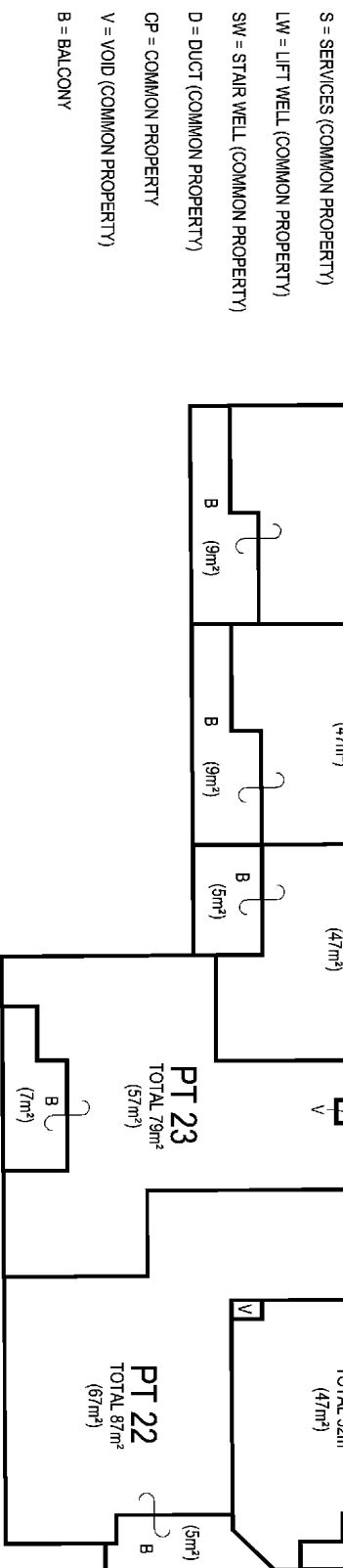
16.12.2016

SP94734

**LEVEL 2 FLOOR PLAN****MGA NORTH**

ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



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

Surveyor : ADAM JOHN MCCAULL

Surveyor's Ref : 5944 SP-V1

Subdivision No : SC445/16

Lengths are in metres. Reduction Ratio 1 : 150

Registered

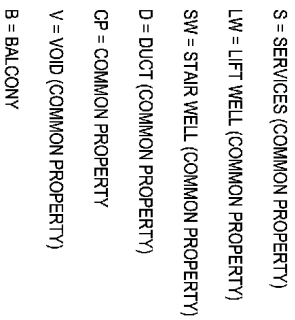


16.12.2016

**SP94734**

**MGA NORTH**

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



SP94734

**MGA NORTH**

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



**CAUTION:** THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

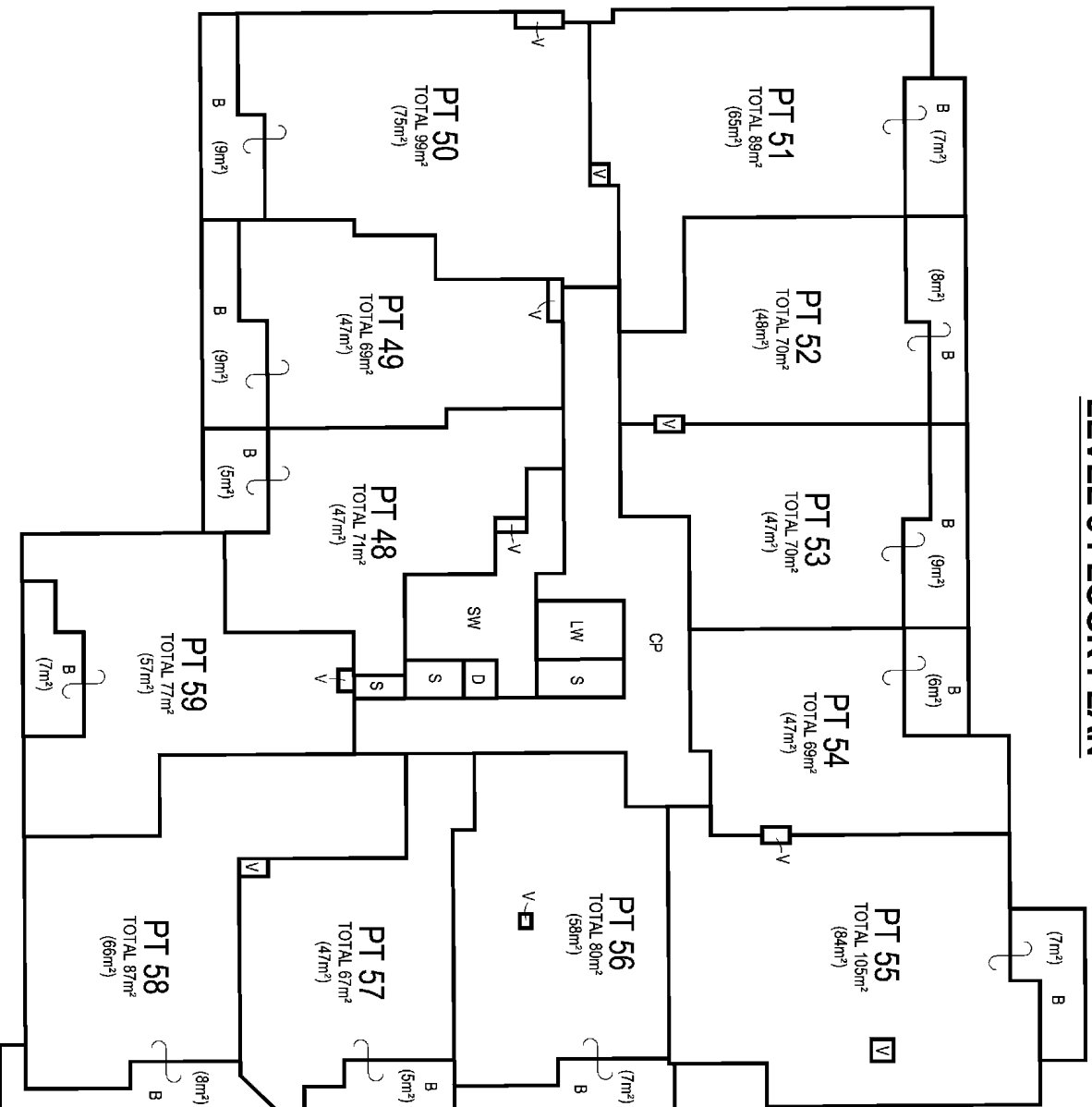
**LEVEL 5 FLOOR PLAN****MGA NORTH**

ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



S = SERVICES (COMMON PROPERTY)  
 LW = LIFT WELL (COMMON PROPERTY)  
 SW = STAIR WELL (COMMON PROPERTY)  
 D = DUCT (COMMON PROPERTY)  
 CP = COMMON PROPERTY  
 V = VOID (COMMON PROPERTY)  
 B = BALCONY



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

Surveyor : ADAM JOHN MCCAULL

Surveyor's Ref : 5944 SP-V1

Subdivision No : SC445/16

Lengths are in metres. Reduction Ratio 1 : 150

Registered



16.12.2016

**SP94734**

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

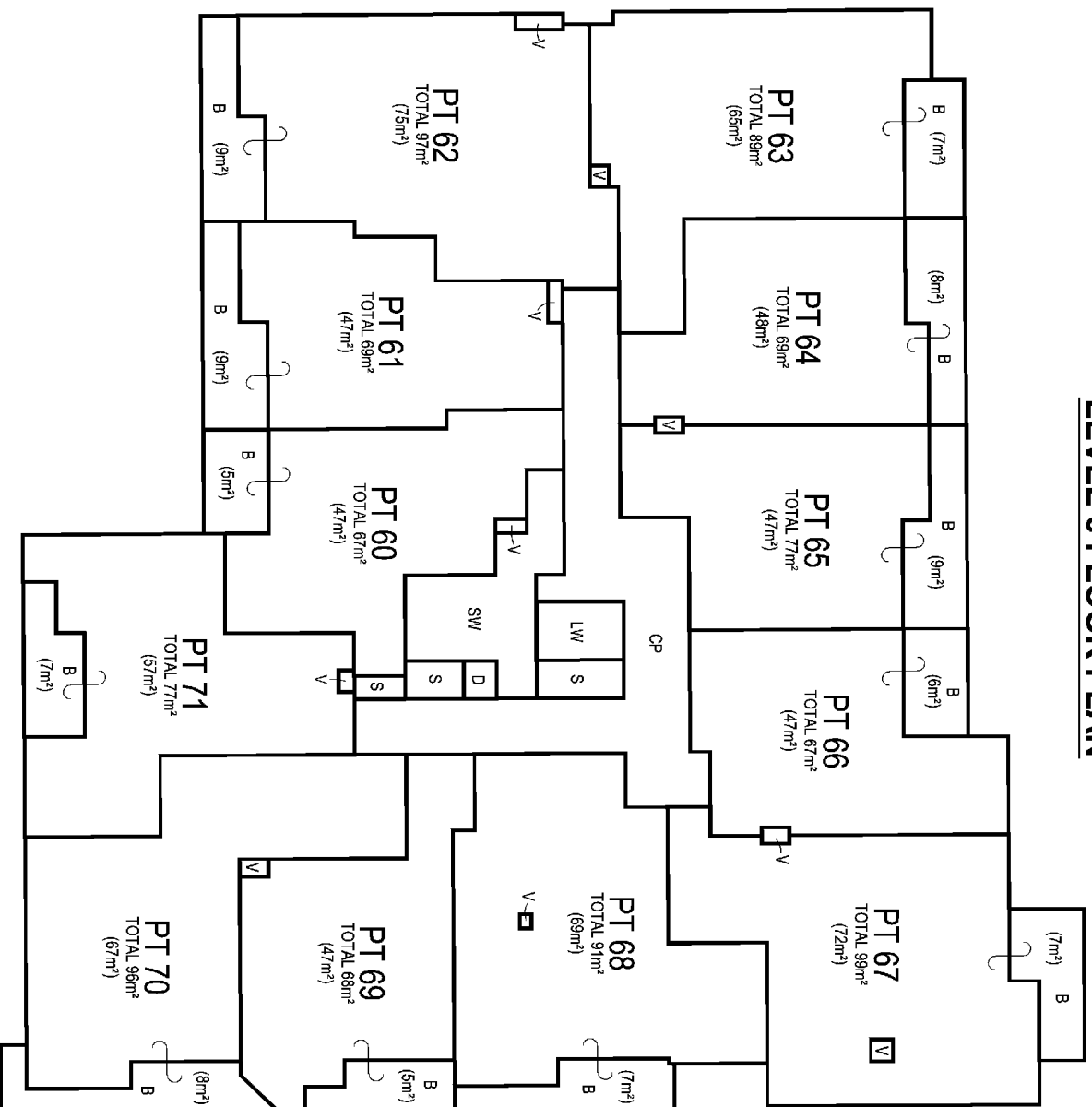
Table of mm

MGA NORTH

ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

## LEVEL 6 FLOOR PLAN



S = SERVICES (COMMON PROPERTY)  
 LW = LIFT WELL (COMMON PROPERTY)  
 SW = STAIR WELL (COMMON PROPERTY)  
 D = DUCT (COMMON PROPERTY)  
 CP = COMMON PROPERTY  
 V = VOID (COMMON PROPERTY)  
 B = BALCONY

CAUTION: THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREIGHT DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

Surveyor : ADAM JOHN MCCAULL

Surveyor's Ref : 5944 SP-V1

Subdivision No : SC445/16

Lengths are in metres. Reduction Ratio 1 : 150

Registered



16.12.2016

SP94734

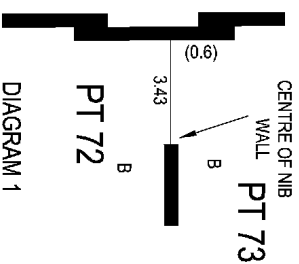
00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

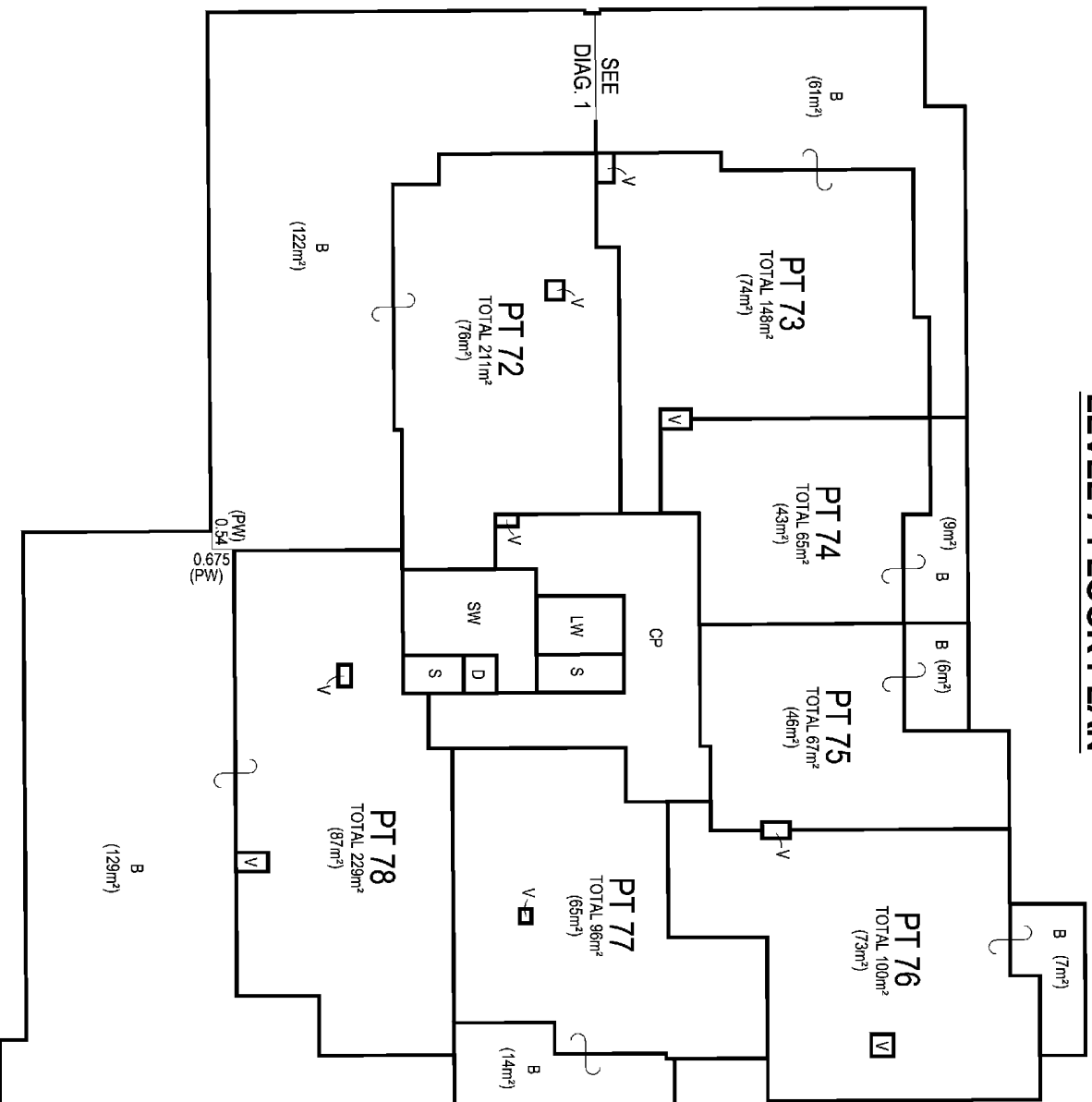
MGA NORTH

ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.



S = SERVICES (COMMON PROPERTY)  
LW = LIFT WELL (COMMON PROPERTY)  
SW = STAIR WELL (COMMON PROPERTY)  
D = DUCT (COMMON PROPERTY)  
CP = COMMON PROPERTY  
V = VOID (COMMON PROPERTY)  
B = BALCONY  
(PW) = PROLONGATION OF FACE OF WALL



## LEVEL 7 FLOOR PLAN

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor : ADAM JOHN MCCAULL

Surveyor's Ref : 5944 SP-V1

Subdivision No : SC445/16

Lengths are in metres. Reduction Ratio 1 : 150

Registered



16.12.2016

SP94734

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

MGA NORTH

ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROLONGATION OF THE UNDERSIDE OF THE FLOOR ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE SLAB FORMING THAT BALCONY EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

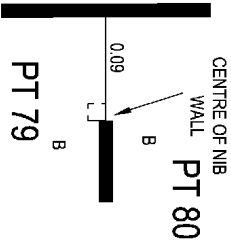


DIAGRAM 1  
N.T.S.

- S = SERVICES (COMMON PROPERTY)
- LW = LIFT WELL (COMMON PROPERTY)
- SW = STAIR WELL (COMMON PROPERTY)
- D = DUCT (COMMON PROPERTY)
- CP = COMMON PROPERTY
- V = VOID (COMMON PROPERTY)
- B = BALCONY

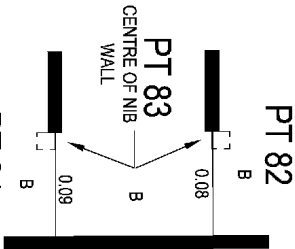
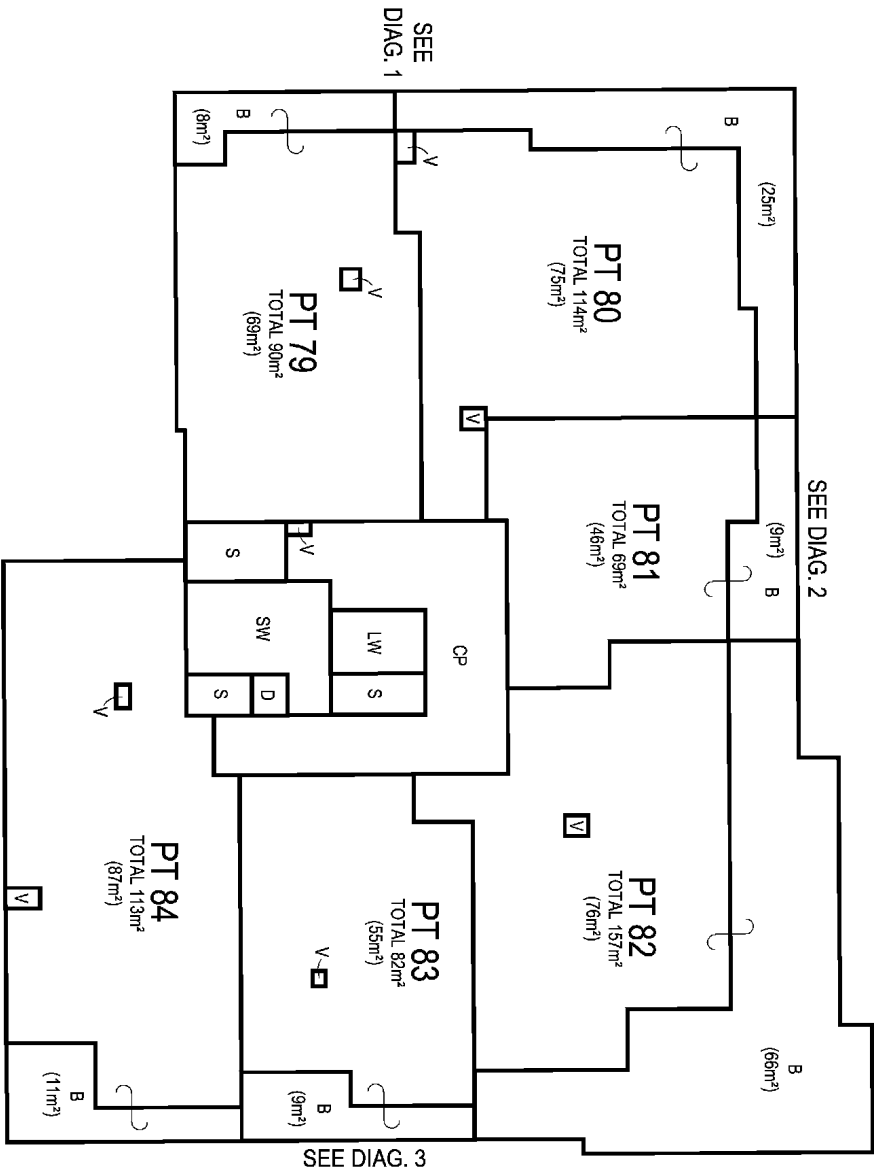


DIAGRAM 3  
N.T.S.

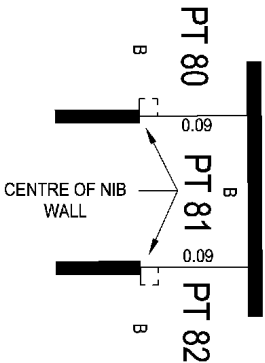


DIAGRAM 2  
N.T.S.

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

Surveyor : ADAM JOHN MCCAULL  
Surveyor's Ref : 5944 SP-V1  
Subdivision No : SC445/16  
Lengths are in metres. Reduction Ratio 1 : 150

Registered  
16.12.2016

SP94734

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  16.12.2016  
Purpose: STRATA PLAN

SP94734

PLAN OF SUBDIVISION OF LOT 1  
DP 1216752

LGA: LAKE MACQUARIE  
Locality: CHARLESTOWN  
Parish: KAHIBAH  
County: NORTHUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~ .....  
\*The Accredited Certifier: P.G. FRIEDMANN  
Accreditation number: BPB 0129  
has made the required inspections and is satisfied that the requirements of;

\*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

\*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

\*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

\*(3) ~~The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

\*(4) The building encroaches on a public place and;

\*(a) The Council does not object to the encroachment of the building beyond the alignment of .....

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

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

Date: 18/11/2016

Subdivision number: SC 445/16

Relevant Development Consent number: DA/2005/2008

Issued by: LAKE MACQUARIE CITY COUNCIL

Signature: P.G. Friedmann

Authorised Person / General Manager / Accredited Certifier

\* Strike through if inapplicable.

<sup>^</sup> Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No SP94734  
6 CHARLES STREET  
CHARLESTOWN NSW 2290

The adopted by-laws for the scheme are:

\* <sup>^</sup>..... Model By-laws

\* together with, Keeping of animals: Option \*A/\*B/\*C

\* By-laws in 26 sheets filed with plan.

\* Strike through if inapplicable

<sup>^</sup> Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, ADAM JOHN MCCAULL  
of LE MOTTEE GROUP PTY LIMITED  
PO Box 363, RAYMOND TERRACE NSW 2324

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

(1) Each applicable requirement of

\* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met

\* ~~Schedule 1A of the *Strata Schemes (Leasehold Development) Act 1986* has been met;~~

\*(2) ~~\*(a) The building encroaches on a public place;~~

~~\*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by <sup>^</sup>..... to permit the encroachment to remain.~~

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

Signature: A. McCaull

Date: 3/11/2016

\* Strike through if inapplicable.

<sup>^</sup> Insert the deposited plan number or dealing number of the instrument that created the easement

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

SURVEYOR'S REFERENCE: 5944 SP-V1

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



16.12.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1  
DP 1216752

SP94734

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 445/16

Date of endorsement: 18/11/2016

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	94	36	100	71	118
2	98	37	105	72	142
3	155	38	151	73	153
4	130	39	129	74	93
5	90	40	101	75	96
6	88	41	100	76	147
7	110	42	98	77	132
8	123	43	145	78	169
9	94	44	140	79	133
10	134	45	101	80	154
11	123	46	137	81	94
12	87	47	121	82	156
13	92	48	100	83	114
14	151	49	103	84	170
15	131	50	151		
16	91	51	129		
17	87	52	101		
18	85	53	98		
19	166	54	98		
20	122	55	164		
21	88	56	122		
22	134	57	101		
23	121	58	135		
24	87	59	118		
25	92	60	100		
26	151	61	103		
27	129	62	149		
28	91	63	129		
29	88	64	101		
30	98	65	100		
31	166	66	96		
32	122	67	147		
33	101	68	142		
34	137	69	101		
35	120	70	137		
				AGGREGATE	10000

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 5944 SP-V1

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1

DP 1216752

Office Use Only

SP94734

Office Use Only

Registered:



16.12.2016

Strata Certificate Details: Subdivision No:

SC 445/16

Date: 18/11/2016

SIGNATURES, SEALS & STATEMENTS

Executed by **EASTSIDE APARTMENTS Pty Ltd ACN 600 843 838** by:

Sole Director/Secretary

Wayne Anthony Roddenby

Perpetual Corporate Trust Limited ACN 000 341 533  
by its Attorney pursuant to Power of Attorney dated  
18 September 2014 Registered No. 134 Book 4676  
Who states that he/she has received no notice of  
revocation of the Power of Attorney.

Attorney Name:

Position:

Trent Franklin

Manager Custody

Witness:

Senay Sevgi

Custody Administrator

LEVEL 18, 123 PITT ST

SYDNEY NSW 2000

SURVEYOR'S REFERENCE: 5944 SP-V1

Form: 01TG  
Release: 3-1

**TRANSFER  
GRANTING EASEMENT**

New South Wales  
Real Property Act 1900



**AK975933C**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to use the information provided 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**

Servient Tenement 1/1216752	Dominant Tenement Easement in Gross
--------------------------------	--

(B) **LODGED BY**

Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any Eastside Apartments Pty Ltd. PO Box 791 The Junction 2291 Reference: 0900994425	CODE <b>TG</b>
-------------------------------	---	-------------------

(C) **TRANSFEROR**

EASTSIDE APARTMENTS PTY LIMITED ABN 48 600 843 838
--

(D) The transferor acknowledges receipt of the consideration of \$  
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Easement for electricity and other purposes affecting the part designated (A) on Annexure "B" plan incorporating the terms of the easement set out in Annexure A
--

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

AUSGRID ABN 67 505 337 385 OFF AK499808
--

**DATE**

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: EASTSIDE APARTMENTS PTY LIMITED  
Authority:

Signature of authorised person:

Name of authorised person:  
Office held:

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence. ☐  
[See note\* below].

Signature of witness:

Name of witness:  
Address of witness:

Ingrid Buine  
570 GEORGE STREET  
SYDNEY NSW 2000

Signature of authorised person:  
Name of authorised person: WAYNE ANTHONY RODDENBY  
Office held: SOLE DIRECTOR/ SECRETARY

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: Michael McHugh  
Signing on behalf of: Manager - Property & Fleet  
Power of attorney-Book: 4693  
-No.: 331

ET Prod by 1089X for "TG" on 23/11/16 SP94734

14/12/2016  
I GREGORY GIBSON, AN AUTHORIZED PERSON, AUTHORISED TO MAKE THE CHANGES AS PER LPI REQUEST,

## TRANSFER GRANTING EASEMENT

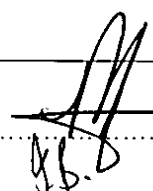
### ANNEXURE A

TORRENS TITLE	Servient Tenement	Dominant Tenement
	1/1216752	Easement in Gross
TRANSFEROR	EASTSIDE APARTMENTS PTY LIMITED ABN 48 600 843 838	
DESCRIPTION OF EASEMENT	Easement for electricity and other purposes affecting the part designated (A) on Annexure B plan incorporating the terms of easement set out in Annexure A	
TRANSFeree	Ausgrid ABN 67 505 337 385	

#### 1.0 Definitions

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

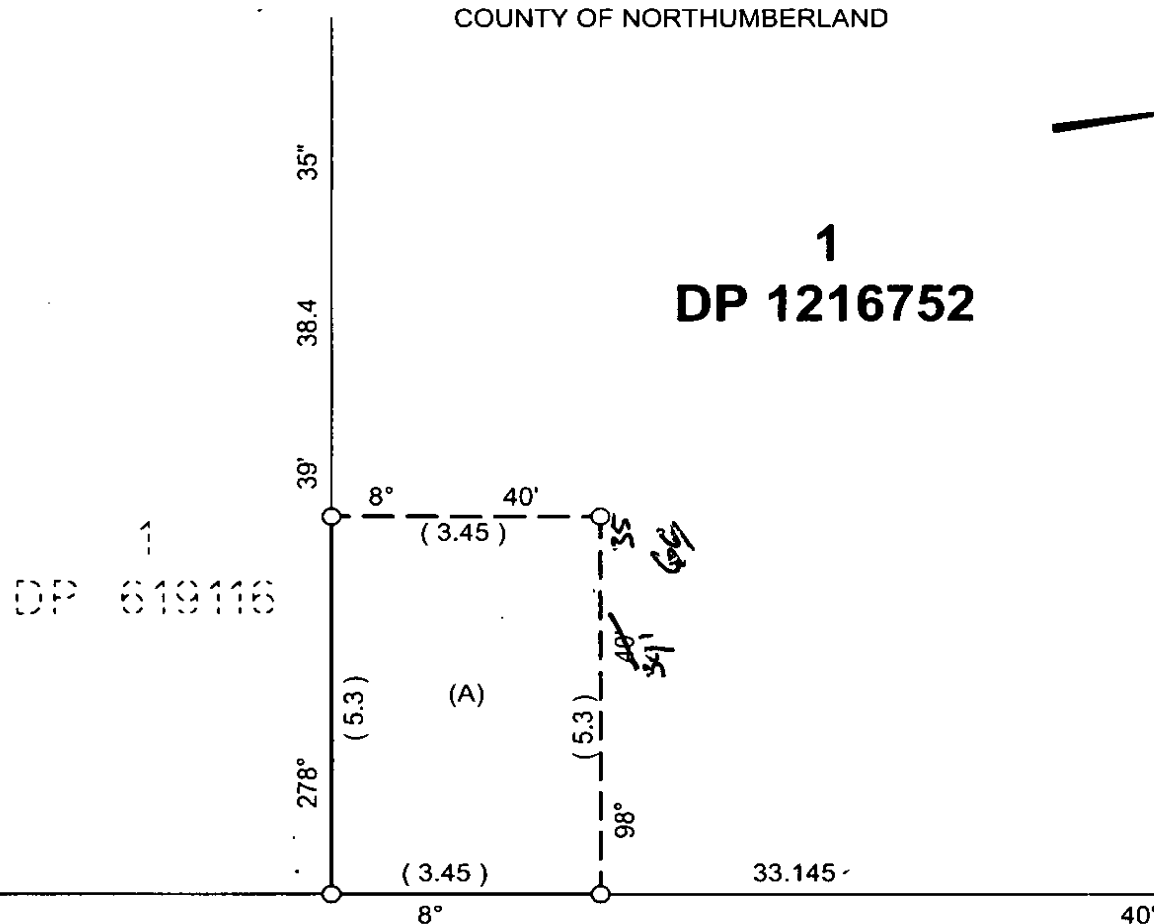
Transferor: 

Ausgrid: 

### ANNEXURE " B "



1  
DP 1216752



(A) = PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.45 WIDE

**SMITH**

# STREET

Greg Felt

Gregory Ireton Gibson  
REGISTERED SURVEYOR 1101  
SURVEYORS REF 151123-2

### Signatures, Seals and Statements

*Wayne Anthony Rodden*  
Sole Director / ~~SECRETARY~~  
WAYNE ANTHONY RODDEN  
EASTSIDE APARTMENTS PTY LIMITED

*[Handwritten signature]*

FILM WITH

AK975933

**sparke**  
**HELMORE**  
LAWYERS

24 November 2016

The Registrar General  
Land and Property Information  
Queens Square  
Sydney NSW 2000

Dear Sir

**Ausgrid acquisition of easement from Eastside Apartments Pty Limited**

**Property: Charles Street, Charlestown**

**Caveat No.: AK499808**

**Our ref: HEM/AUS096-00904**

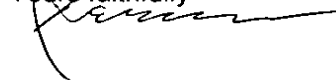
We act for Ausgrid and on behalf of Ausgrid lodged caveat AK499808 to protect Ausgrid's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Transfer Granting Easement in favour of Ausgrid.

Caveat AK499808 should be removed from the title on the registration of the Transfer Granting Easement.

If you require any additional information please contact our office.

Yours faithfully



Contact:  
Helen Murray, Special Counsel  
t: +61 2 4924 7228  
e: helen.murray@sparke.com.au

Chairman & Partner responsible:  
Mark Hickey  
e: mark.hickey@sparke.com.au

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300

PO Box 812, Newcastle NSW 2300

t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au  
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEM\JBF\53476180\1

Lodger Details

Lodger Code	505858Q
Name	KERIN BENSON LAWYERS PTY LTD
Address	SE 9.02, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	ALLISON@KERINBENSONLAWYERS.COM.AU
Reference	005305

Land Registry Document Identification

AS263931

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/SP94734	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP94734  
Other legal entity

Meeting Date

12/05/2022

Repealed by-law No.

Details By-Law 5

Added by-law No.

Details By-Law 5, Special By-Law No. 1 and 2

Amended by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

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. SP94734
Signer Name	LAURA CASHMAN
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/06/2022

## Annexure A

### Consolidated By-Laws for Strata Plan No. 94734

#### Contents

1. Vehicles .....	3
2. Changes to common property .....	3
3. Damage to lawns and plants on common property .....	3
4. Obstruction of common property .....	3
5. Keeping of Animals (repealed and replaced 12 May 2022).....	4
6. Noise.....	6
7. Behaviour of owners, occupiers and invitees.....	6
8. Children playing on common property .....	7
9. Smoke penetration .....	7
10. Preservation of fire safety.....	7
11. Storage of inflammable liquids and other substances and materials.....	7
12. Appearance of lot.....	7
13. Cleaning windows and doors.....	8
14. Hanging out of washing .....	8
15. Disposal of waste -- bins for individual lots [applicable where individual lots have bins] 8	
16. Disposal of waste -- shared bins [applicable where bins are shared by lots] .....	9
17. Change in use or occupation of lot to be notified .....	9
18. Compliance with planning and other requirements .....	10
19. It is intended to adopt the provisions of Memorandum No AG520000 in regards to ongoing maintenance of items within the strata scheme.....	10
20. Noticeboard.....	10
21. Air Conditioning.....	10
Special By-Law No. 1 - Shade Structures (passed 12 May 2022).....	11
Special By-Law No. 2 - Use of lots for short-term letting (passed 12 May 2022).....	13



## **1. Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

## **2. Changes to common property**

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

## **3. Damage to lawns and plants on common property**

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

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

## **4. Obstruction of common property**

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

## 5. Keeping of Animals (repealed and replaced 12 May 2022)

- 1) Subject to 139 (5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property. Such approval must not be unreasonably withheld.
- 2) Owners or occupiers may make an application to the owners corporation for the approval of the keeping of an animal. A separate application must be made by owners or occupiers for each animal proposed to be kept.
- 3) The application referred to in clause 2 of this by-law must be made in writing to the owners corporation and must contain the following:
  - (a) a detailed description of the animal proposed to be kept (including details of the breed, sex and size of the animal); and
  - (b) a photograph of the animal;
  - (c) a copy of the registration of the animal with Council (if the animal is a dog or cat);
  - (d) certificate(s) of vaccinations (if applicable).
- 4) An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the owners corporation at either a general meeting of the owners corporation or at an strata committee meeting within 28 days of the date of the application.
- 5) Any approval given by the owners corporation under this by-law may contain any reasonable conditions approved by the owners corporation at the time that the consent is given in addition to the conditions in clause 10 and 11 of this by-law.
- 6) Should the owners corporation refuse to give approval under this by-law, the owners corporation must give written reasons to the owner or occupier for such refusal.
- 7) At the time of the making of an application under this by-law, the owner or occupier is to furnish to the owners corporation by way of electronic funds transfer or cheque made payable to The Owners - Strata Plan No 94734 a bond of \$500.00. The bond must be applied to any damage, costs or losses arising under clause 10 (i) of this by-law.
- 8) Any bond provided under clause 7 of this by-law must be placed into the trust account of the owners corporation.
- 9) Should the owners corporation refuse to give approval under this by-law, or should the owner or occupier cease to keep the animal, the bond or any remaining balance of the bond must be returned to the owner or occupier by way of electronic funds transfer into a nominated account.
- 10) In keeping any animal approved by the owners corporation (including an assistance animal), an owner or occupier of a lot shall:
  - a) keep the animal within the boundaries of their lot (except when required to transport it across common property in order to enter or leave the parcel);

- b) ensure that when the animal is taken across common property that it is kept secured (either in a secure cage or on a leash that is not longer than 1 metre in length).
- 11) In keeping any animal approved by the owners corporation (including an assistance animal), an owner or occupier of a lot shall supervise the animal in accordance with any applicable law, regulation or order including but not limited to any by-laws in force for the scheme and must;
- a) otherwise be responsible for the animal when it is within the boundaries of their lot, the lot of another owner or occupier or taken across common property;
  - b) comply with any directions of or guidelines as may be published by the strata committee from time to time; and
  - c) do all acts and things necessary to:
    - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property;
    - ii. clean any areas of a lot or common property that are soiled by the animal;
    - iii. ensure any part of the lot on which the animal is kept is kept in a clean and tidy condition and is regularly maintained.
  - d) ensure that the animal does not:
    - i. make a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
    - ii. repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant,
    - iii. attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
    - iv. cause damage to the common property or another lot, or
    - v. endanger the health of another occupant through infection or infestation, or
    - vi. cause a persistent offensive odour that penetrates another lot or the common property, or
  - e) for a cat kept on a lot -- the owner of the animal comply with an order that is in force under the *Companion Animals Act 1998*, section 31,
  - f) for a dog kept on a lot --
    - i. comply with an order that is in force under the *Companion Animals Act 1998*, section 32A,

- ii. remove the animal from the parcel permanently if it is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34,
  - iii. remove the animal from the parcel permanently if it a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1),
- 12) otherwise remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the owners corporation against any costs or losses incurred by the owners corporation arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning;
- 13) If an owner or occupier does not comply with any obligation under this by-law, in particular in relation to 11(d) to (f) then the owners corporation may revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
- 14) If any approval to keep an animal is revoked or terminated by the owners corporation then the owner and/or occupier shall remove the animal from the scheme within 28 days from the date that a written notice is given to the owner or occupier by the owners corporation.
- 15) An owner or occupier must not allow any visitor or guest to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.
- 16) Any owner or occupier, who keeps an assistance animal as defined in section 9 of the *Disability Discrimination Act 1992* must provide evidence that the animal is an assistance animal so defined upon request of the owners corporation within a reasonable time of such request. An owner or occupier who keeps an assistance animal must comply with clause 10 and 11 of this by-law.
- 17) No animals are permitted to be brought onto the common property or within the boundaries of a lot by a guest or visitor of an owner or occupier who's lot is subject of a short-term rental accommodation agreement.

## **6. Noise**

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

## **7. Behaviour of owners, occupiers and invitees**

- (1) An owner or occupier of a lot, or any invitee of 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.

- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) 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, and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

## **8. Children playing on common property**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## **9. Smoke penetration**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **10. Preservation of fire safety**

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

## **11. Storage of inflammable liquids and other substances and materials**

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

## **12. Appearance of lot**

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

- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

### **13. Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

### **14. Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law;

**washing** Includes any clothing, towel, bedding or other article of a similar type.

### **15. Disposal of waste -- bins for individual lots [applicable where individual lots have bins]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at

which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

**bin** includes any receptacle for waste.

**waste** includes garbage and recyclable material.

#### **16. Disposal of waste – shared bins [applicable where bins are shared by lots]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

**bin** includes any receptacle for waste.

**waste** includes garbage and recyclable material.

#### **17. Change in use or occupation of lot to be notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change 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),

(b) a change to the use of a lot for short-term or holiday letting.

- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **18. Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **19. It is intended to adopt the provisions of Memorandum No AG520000 in regards to ongoing maintenance of items within the strata scheme.**

## **20. Noticeboard**

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

## **21. Air Conditioning**

The owner of Lots 79 & 84:

- (a) has a special privilege to use Common Property to the extent necessary to maintain a condenser unit on the Common Property;
- (b) have exclusive use and enjoyment of the air conditioning unit exclusively servicing the Lot;
- (c) must repair, maintain and replace when necessary the air conditioning unit and it's component parts including using suitably qualified contractors;
- (d) must obtain prior written consent of the Owners Corporation for any replacement of the air conditioning unit and shall provide to the Owners Corporation any particulars of the proposed replacement unit it may require in order for it to consider its consent;
- (e) must comply with all requirements and guidelines issued by any Government Agency or authority in respect of residential air conditioning.
- (f) must repair any damage to Common Property or any other Lot caused by exercising rights under this By-Law.
- (g) indemnifies the Owners Corporation against all claims and liabilities arising out of, or in connection with the owner of the Lot exercising his/her/it's rights under this By-Law.

## Special By-Law No. 1 - Shade Structures (passed 12 May 2022)

- 1) In this By-Law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - a. **"Courtyard Area"** means the outdoor courtyard area forming part of an owner's Lot as identified in the Strata Plan;
  - b. **"Balcony Area"** means the outdoor balcony area forming part of an owner's Lot as identified in the Strata Plan;
  - c. **"Lot"** means a Lot in the Strata Plan;
  - d. **"Shade Structure"** means all works, materials and infrastructure associated with the installation of a shade structure covering a Lot owner's Courtyard Area and/or Balcony Area, including without limitation;
    - i. works installed on and in the Shade Structure Area; and
    - ii. alteration of and/or attachment of works, on and in Common Property; and
  - e. **"Shade Structure Area"** means those parts of Common Property necessary for the owner of a Lot to install, maintain and clean the Shade Structure.
- 2) Notwithstanding any other By-Law, an owner of a Lot:
  - a. may install a Shade Structure; and
  - b. is granted and is entitled to the exclusive use of, and the special privilege to access and use, the Shade Structure Area, on the terms and conditions set out in this By-Law below.
- 3) Terms and Conditions
  - a. **(Fee)** The rights conferred by this By-Law are free of any occupation fee, licence fee, rent or payment;
  - b. **(Use)** An owner or occupier must not use the Shade Structure Area in a way or for a purpose which contravenes the By-Laws;
  - c. **(Construction of Shade Structure)** The Lot owner must:
    - i. first obtain the written consent of the Owners Corporation to the Lot owner's written plans for the Shade Structure, with-such consent not to be unreasonably withheld if the Lot owner's proposed plans comply with the terms and conditions set out in this By-law;
    - ii. obtain all necessary consents and approvals from council or other relevant authorities (if any) for the construction of the Shade Structure and must provide copies of such consents and approvals to the Owners Corporation upon request;
    - iii. ensure the Shade Structure is:
      1. in keeping with the rest of Eastside Apartments;
      2. of fixed or opening design;

3. installed completely within the Lot owner's Courtyard Area and/or Balcony Area; and
  4. constructed using powder coated aluminium colour as determined by the Strata Committee;
  5. Any other material used must be in a colour the same as determined by the Strata Committee;
- iv. ensure the Shade Structure, and where necessary any alterations to the Common Property required as a consequence of the installation or removal of the Shade Structure, are carried out:
1. in a proper and workmanlike manner;
  2. by suitably qualified tradespeople that hold necessary licences and insurances;
  3. in accordance with relevant Australian Standards;
  4. causing as little as possible interference with, and disturbance of, owner's and occupier's use of Lots; and
  5. in accordance with the consents and approvals from council.
- d. **(Maintenance and Repair)**
- i. The Lot owner must, at its own cost, maintain the Lot owner's Shade Structure in a good state of order and repair; and
  - ii. if the Lot owner's Shade Structure falls into a state of disrepair which in the reasonable opinion of the Owners Corporation, or consultants employed by the Owners Corporation, requires the repair of all or part of the Shade Structure, the Lot owner must, if requested in writing by the Owners Corporation, procure the repair of all or part of the Shade Structure Area and/or the Shade Structure, at the cost of the Lot owner.
- e. **(Owners Fixtures)** Each Lot owner's Shade Structure is and will remain the Lot owner's fixtures;
- f. **(Indemnity)** The Lot owner must indemnify the Owners Corporation against the following:
- i. any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the Lot owner's Shade Structure;
  - ii. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the installation or removal of the Lot owner's Shade Structure; and
  - iii. any liability for damage to the Lot owner's Shade Structure caused by the Owners Corporation in undertaking any work referred to in Section 106 of the Management Act (or any replacement provision) or in

exercising the power of entry for the purposes of or related to such works.

- g. **(No Assignment)** The Lot owner must not assign, sub-let or part with possession of, or any part of the Shade Structure Area;
- h. **(Entry)** After receiving reasonable notice in writing, the Lot owner must allow the Owners Corporation, its agents and servants to enter upon the owner's Lot for the purpose of inspecting, maintaining and repairing the Common Property and/or for the purpose of ensuring that the By-Laws are being observed;
- i. **(Legislation)** Nothing in this By-Law is to be construed to release the Lot owner from the obligation to comply with the Management Act, the Strata Schemes Management Regulation 2016 (NSW) or replacement legislation or the By-Laws;
- j. **(Default)** if the Lot owner fails to carry out any condition of this By-Law within a reasonable time of receiving a request from the Owners Corporation, the Owners Corporation, after giving reasonable notice of its intention to do so, may engage appropriate persons to carry out the work on its behalf. The Lot owner must reimburse the Owners Corporation on demand for costs incurred by the Owners Corporation pursuant to this By-Law; and
- k. **(Amendment)** Subject to the Management Act or replacement legislation, this By-Law may only be amended or repealed by special resolution of the Owners Corporation and with the written consent of the owner of the Lot(s) affected by the amendment or repeal of this By-law.
- l. **(Delegation)** The Owners Corporation may by passing a motion at a General Meeting delegate authority to the Strata Committee to assess and determine any application by a lot owner for approval to install a Shade Structure. The Strata Committee must only make any such determination at a properly convened Strata Committee Meeting.

## **Special By-Law No. 2 - Use of lots for short-term letting (passed 12 May 2022)**

1. In this by-law, the following words and phrases have the following meaning:
  1. "Act" means the *Strata Schemes Management Act 2015* (NSW) and the regulations.
  2. "Code of Conduct" means the code of conduct published under the *Fair Trading Act 1987* (NSW) and the regulations.
  3. "Short-Term Rental Accommodation Arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by applicable regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by applicable regulations not to be a short-term rental accommodation arrangement;

And any term used in this by-law that has a defined meaning under the Act has that same meaning for the purposes of this by-law and any reference to legislation or

regulations includes a reference to any amending or replacing legislation and regulations.

2. An owner or occupier of a lot must not use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement unless the lot is the principal place of residence of the owner or occupier.
3. An owner or occupier who allows their lot to be used for the purposes of a Short-Term Rental Accommodation Arrangement must:
  4. comply with the *Fair Trading Act 1987* (NSW), any applicable regulations and the Code of Conduct;
  5. provide evidence to the Owners Corporation that the lot is their principal place of residence;
  6. provide any required approval of Lake Macquarie Council for use of the lot for the purposes of Short-Term Rental Accommodation Arrangement;
  7. provide to the Owners Corporation as evidence of their compliance with the Code of Conduct:
    1. a notice that they are using the their lot for the purpose of Short-Term Rental Accommodation Arrangement;
    2. Their contact details for contact between 9am to 5pm each day and emergency contact details outside of those hours. Contact details must include a phone number;
    3. a copy of the certificate of insurance for third party injuries and death on short-term rental accommodation premises;
    4. evidence that the owner or occupier (as hosts) and the lot (as the premises) are registered on the premises register for Short-Term Rental Accommodation Arrangements; and
    5. Any other item that the Owners Corporation reasonably requires.
  8. take reasonable steps to address any concerns raised about potential contraventions of the Code of Conduct by the Owners Corporation in a timely manner;
  9. ensure that any guest staying in the lot under a Short-Term Rental Accommodation Arrangement complies with the by-laws for the scheme and the Code of Conduct including by providing the guest a copy of the by-laws and the Code of Conduct;
  10. repair damage to common property caused by their use of the lot for such a purpose, and
  11. Indemnify the Owners Corporation against all claims and liability arising out of the use of their lot for such a purpose.
  12. An owner or occupier who leases, sub-leases a lot or assigns such a lease or sub-lease under must give the Owners Corporation written notice of the lease or assignment in accordance with section 258 of the Act and must give a copy of that notice to the strata manager, and if there is no strata manager, to the secretary of the Owners Corporation.

13. An owner or occupier must not, except as permitted under the Act, permit the number of adults who sleep overnight in the lot to exceed two adults in each bedroom.
14. A bedroom in the lot must not contain more than two beds, excluding children's beds, cots or bassinets.
15. For the purposes of clause 5 a bedroom is a room approved for use as a bedroom or indicated as a bedroom in any plans the subject of a planning approval and does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
16. An owner or occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
17. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
18. If a lessee, licensee or other occupier of a lot commits a breach of this by-law, the owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
19. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
20. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
  1. the *Environmental Planning & Assessment Act 1979* and regulations; or
  2. the *Fair Trading Act 1987* and regulations;
  3. any conditions of any consent given by the Lake Macquarie Council in connection with the development approval for the development of the site now constituted by the Strata Scheme;
  4. the Act; and
  5. generally at law.
21. For the avoidance of doubt, if a term of this by-law is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.



## 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. 94734 was affixed on .....30/5/2022.....  
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: *Badley Gribble*.....

Authority: . *Strata Manager/Agent*.

Signature: ..... Name: .....

Authority: .....



^ Insert appropriate date \* Strike through if inapplicable.

Form: 15CH  
Release: 2.3

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

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

Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property  
CP/SP94734

(B) **LODGED BY**

Document Collection Box	Name	LAURA CASHMAN	CODE  <b>CH</b>
	Company	Kerin Benson Lawyers	
	Address	PO Box 156 Adamstown NSW 2289	
	E-mail	laura@kerinbensonlawyers.com.au	
	Contact Number	02 4032 7990	
	Customer Account Number (IF APPLICABLE) Reference	005305	

- (C) The Owner-Strata Plan No. 94734 certify that a special resolution was passed on 12/5/2022
- (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. By-Law 5  
Added by-law No. By-Law 5, Special By-Law No. 1 and 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below :  
See Annexure A, By-Law 5 from pages 4 to 6;  
See Annexure A, Special By-Law No. 1 from pages 11 to 13;  
See Annexure A, Special By-Law No. 2 from pages 13 to 15.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 94734 was affixed on 20/6/2022 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 : *M*

Name : Braxley Gribble

Authority : Strata Manager/Agent

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Authority : \_\_\_\_\_



Lodger Details

Lodger Code	505858Q
Name	KERIN BENSON LAWYERS PTY LTD
Address	SE 9.02, 46 MARKET ST SYDNEY 2000
Lodger Box	1W
Email	ALLISON@KERINBENSONLAWYERS.COM.AU
Reference	006402

Land Registry Document Identification

AT131999

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/SP94734	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP94734  
Other legal entity

Meeting Date

27/03/2023

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

Added by-law No.

Details SPECIAL BY-LAWS 3 AND 4

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP94734
Signer Name	ASHLEY HOWARD
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/05/2023

## Annexure A

### Consolidated By-Laws for Strata Plan No. 94734

#### Contents

1. Vehicles .....	3
2. Changes to common property .....	3
3. Damage to lawns and plants on common property .....	3
4. Obstruction of common property .....	3
5. Keeping of Animals (repealed and replaced 12 May 2022) .....	4
6. Noise .....	6
7. Behaviour of owners, occupiers and invitees .....	6
8. Children playing on common property .....	7
9. Smoke penetration .....	7
10. Preservation of fire safety .....	7
11. Storage of inflammable liquids and other substances and materials .....	7
12. Appearance of lot .....	7
13. Cleaning windows and doors .....	8
14. Hanging out of washing .....	8
15. Disposal of waste – bins for individual lots [applicable where individual lots have bins] .....	8
16. Disposal of waste – shared bins [applicable where bins are shared by lots] .....	9
17. Change in use or occupation of lot to be notified .....	9
18. Compliance with planning and other requirements .....	10
19. It is intended to adopt the provisions of Memorandum No AG520000 in regards to ongoing maintenance of items within the strata scheme. ....	10
20. Noticeboard .....	10
21. Air Conditioning .....	10
Special By-Law No. 1 - Shade Structures (passed 12 May 2022) .....	11
Special By-Law No. 2 - Use of lots for short-term letting (passed 12 May 2022) .....	13
Special By-Law No. 3 – Visitor Car Spaces (passed 27 March 2023) .....	16
Special By-Law No. 4 – Loading Zone – Basement Car Park – B1 (passed 27 March 2023) .....	16



## **1. Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

## **2. Changes to common property**

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

## **3. Damage to lawns and plants on common property**

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

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

## **4. Obstruction of common property**

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

## **5. Keeping of Animals (repealed and replaced 12 May 2022)**

- 1) Subject to 139 (5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal on the lot or the common property. Such approval must not be unreasonably withheld.
- 2) Owners or occupiers may make an application to the owners corporation for the approval of the keeping of an animal. A separate application must be made by owners or occupiers for each animal proposed to be kept.
- 3) The application referred to in clause 2 of this by-law must be made in writing to the owners corporation and must contain the following:
  - (a) a detailed description of the animal proposed to be kept (including details of the breed, sex and size of the animal); and
  - (b) a photograph of the animal;
  - (c) a copy of the registration of the animal with Council (if the animal is a dog or cat);
  - (d) certificate(s) of vaccinations (if applicable).
- 4) An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the owners corporation at either a general meeting of the owners corporation or at an strata committee meeting within 28 days of the date of the application.
- 5) Any approval given by the owners corporation under this by-law may contain any reasonable conditions approved by the owners corporation at the time that the consent is given in addition to the conditions in clause 10 and 11 of this by-law.
- 6) Should the owners corporation refuse to give approval under this by-law, the owners corporation must give written reasons to the owner or occupier for such refusal.
- 7) At the time of the making of an application under this by-law, the owner or occupier is to furnish to the owners corporation by way of electronic funds transfer or cheque made payable to The Owners - Strata Plan No 94734 a bond of \$500.00. The bond must be applied to any damage, costs or losses arising under clause 10 (i) of this by-law.
- 8) Any bond provided under clause 7 of this by-law must be placed into the trust account of the owners corporation.
- 9) Should the owners corporation refuse to give approval under this by-law, or should the owner or occupier cease to keep the animal, the bond or any remaining balance of the bond must be returned to the owner or occupier by way of electronic funds transfer into a nominated account.
- 10) In keeping any animal approved by the owners corporation (including an assistance animal), an owner or occupier of a lot shall:
  - a) keep the animal within the boundaries of their lot (except when required to transport it across common property in order to enter or leave the parcel);

- b) ensure that when the animal is taken across common property that it is kept secured (either in a secure cage or on a leash that is not longer than 1 metre in length).
- 11) In keeping any animal approved by the owners corporation (including an assistance animal), an owner or occupier of a lot shall supervise the animal in accordance with any applicable law, regulation or order including but not limited to any by-laws in force for the scheme and must;
- a) otherwise be responsible for the animal when it is within the boundaries of their lot, the lot of another owner or occupier or taken across common property;
  - b) comply with any directions of or guidelines as may be published by the strata committee from time to time; and
  - c) do all acts and things necessary to:
    - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property;
    - ii. clean any areas of a lot or common property that are soiled by the animal;
    - iii. ensure any part of the lot on which the animal is kept is kept in a clean and tidy condition and is regularly maintained.
  - d) ensure that the animal does not:
    - i. make a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
    - ii. repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant,
    - iii. attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
    - iv. cause damage to the common property or another lot, or
    - v. endanger the health of another occupant through infection or infestation, or
    - vi. cause a persistent offensive odour that penetrates another lot or the common property, or
  - e) for a cat kept on a lot -- the owner of the animal comply with an order that is in force under the *Companion Animals Act 1998*, section 31,
  - f) for a dog kept on a lot --
    - i. comply with an order that is in force under the *Companion Animals Act 1998*, section 32A,

- ii. remove the animal from the parcel permanently if it is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34,
  - iii. remove the animal from the parcel permanently if it a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1),
- 12) otherwise remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the owners corporation against any costs or losses incurred by the owners corporation arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning;
- 13) If an owner or occupier does not comply with any obligation under this by-law, in particular in relation to 11(d) to (f) then the owners corporation may revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
- 14) If any approval to keep an animal is revoked or terminated by the owners corporation then the owner and/or occupier shall remove the animal from the scheme within 28 days from the date that a written notice is given to the owner or occupier by the owners corporation.
- 15) An owner or occupier must not allow any visitor or guest to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.
- 16) Any owner or occupier, who keeps an assistance animal as defined in section 9 of the *Disability Discrimination Act 1992* must provide evidence that the animal is an assistance animal so defined upon request of the owners corporation within a reasonable time of such request. An owner or occupier who keeps an assistance animal must comply with clause 10 and 11 of this by-law.
- 17) No animals are permitted to be brought onto the common property or within the boundaries of a lot by a guest or visitor of an owner or occupier who's lot is subject of a short-term rental accommodation agreement.

## **6. Noise**

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

## **7. Behaviour of owners, occupiers and invitees**

- (1) An owner or occupier of a lot, or any invitee of 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.

- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - (a) 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, and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

## **8. Children playing on common property**

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## **9. Smoke penetration**

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## **10. Preservation of fire safety**

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

## **11. Storage of inflammable liquids and other substances and materials**

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

## **12. Appearance of lot**

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

- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

### **13. Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

### **14. Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law;

**washing** Includes any clothing, towel, bedding or other article of a similar type.

### **15. Disposal of waste -- bins for individual lots [applicable where individual lots have bins]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at

which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

**bin** includes any receptacle for waste.

**waste** includes garbage and recyclable material.

## **16. Disposal of waste – shared bins [applicable where bins are shared by lots]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

**bin** includes any receptacle for waste.

**waste** includes garbage and recyclable material.

## **17. Change in use or occupation of lot to be notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change 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),

- (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **18. Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **19. It is intended to adopt the provisions of Memorandum No AG520000 in regards to ongoing maintenance of items within the strata scheme.**

## **20. Noticeboard**

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

## **21. Air Conditioning**

The owner of Lots 79 & 84:

- (a) has a special privilege to use Common Property to the extent necessary to maintain a condenser unit on the Common Property;
- (b) have exclusive use and enjoyment of the air conditioning unit exclusively servicing the Lot;
- (c) must repair, maintain and replace when necessary the air conditioning unit and it's component parts including using suitably qualified contractors;
- (d) must obtain prior written consent of the Owners Corporation for any replacement of the air conditioning unit and shall provide to the Owners Corporation any particulars of the proposed replacement unit it may require in order for it to consider its consent;
- (e) must comply with all requirements and guidelines issued by any Government Agency or authority in respect of residential air conditioning.
- (f) must repair any damage to Common Property or any other Lot caused by exercising rights under this By-Law.
- (g) indemnifies the Owners Corporation against all claims and liabilities arising out of, or in connection with the owner of the Lot exercising his/her/it's rights under this By-Law.

## Special By-Law No. 1 - Shade Structures (passed 12 May 2022)

- 1) In this By-Law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
  - a. **"Courtyard Area"** means the outdoor courtyard area forming part of an owner's Lot as identified in the Strata Plan;
  - b. **"Balcony Area"** means the outdoor balcony area forming part of an owner's Lot as identified in the Strata Plan;
  - c. **"Lot"** means a Lot in the Strata Plan;
  - d. **"Shade Structure"** means all works, materials and infrastructure associated with the installation of a shade structure covering a Lot owner's Courtyard Area and/or Balcony Area, including without limitation;
    - i. works installed on and in the Shade Structure Area; and
    - ii. alteration of and/or attachment of works, on and in Common Property; and
  - e. **"Shade Structure Area"** means those parts of Common Property necessary for the owner of a Lot to install, maintain and clean the Shade Structure.
- 2) Notwithstanding any other By-Law, an owner of a Lot:
  - a. may install a Shade Structure; and
  - b. is granted and is entitled to the exclusive use of, and the special privilege to access and use, the Shade Structure Area, on the terms and conditions set out in this By-Law below.
- 3) Terms and Conditions
  - a. **(Fee)** The rights conferred by this By-Law are free of any occupation fee, licence fee, rent or payment;
  - b. **(Use)** An owner or occupier must not use the Shade Structure Area in a way or for a purpose which contravenes the By-Laws;
  - c. **(Construction of Shade Structure)** The Lot owner must:
    - i. first obtain the written consent of the Owners Corporation to the Lot owner's written plans for the Shade Structure, with-such consent not to be unreasonably withheld if the Lot owner's proposed plans comply with the terms and conditions set out in this By-law;
    - ii. obtain all necessary consents and approvals from council or other relevant authorities (if any) for the construction of the Shade Structure and must provide copies of such consents and approvals to the Owners Corporation upon request;
    - iii. ensure the Shade Structure is:
      1. in keeping with the rest of Eastside Apartments;
      2. of fixed or opening design;

3. installed completely within the Lot owner's Courtyard Area and/or Balcony Area; and
  4. constructed using powder coated aluminium colour as determined by the Strata Committee;
  5. Any other material used must be in a colour the same as determined by the Strata Committee;
- iv. ensure the Shade Structure, and where necessary any alterations to the Common Property required as a consequence of the installation or removal of the Shade Structure, are carried out:
  1. in a proper and workmanlike manner;
  2. by suitably qualified tradespeople that hold necessary licences and insurances;
  3. in accordance with relevant Australian Standards;
  4. causing as little as possible interference with, and disturbance of, owner's and occupier's use of Lots; and
  5. in accordance with the consents and approvals from council.
- d. **(Maintenance and Repair)**
  - i. The Lot owner must, at its own cost, maintain the Lot owner's Shade Structure in a good state of order and repair; and
  - ii. if the Lot owner's Shade Structure falls into a state of disrepair which in the reasonable opinion of the Owners Corporation, or consultants employed by the Owners Corporation, requires the repair of all or part of the Shade Structure, the Lot owner must, if requested in writing by the Owners Corporation, procure the repair of all or part of the Shade Structure Area and/or the Shade Structure, at the cost of the Lot owner.
- e. **(Owners Fixtures)** Each Lot owner's Shade Structure is and will remain the Lot owner's fixtures;
- f. **(Indemnity)** The Lot owner must indemnify the Owners Corporation against the following:
  - i. any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the Lot owner's Shade Structure;
  - ii. any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the installation or removal of the Lot owner's Shade Structure; and
  - iii. any liability for damage to the Lot owner's Shade Structure caused by the Owners Corporation in undertaking any work referred to in Section 106 of the Management Act (or any replacement provision) or in

exercising the power of entry for the purposes of or related to such works.

- g. **(No Assignment)** The Lot owner must not assign, sub-let or part with possession of, or any part of the Shade Structure Area;
- h. **(Entry)** After receiving reasonable notice in writing, the Lot owner must allow the Owners Corporation, its agents and servants to enter upon the owner's Lot for the purpose of inspecting, maintaining and repairing the Common Property and/or for the purpose of ensuring that the By-Laws are being observed;
- i. **(Legislation)** Nothing in this By-Law is to be construed to release the Lot owner from the obligation to comply with the Management Act, the Strata Schemes Management Regulation 2016 (NSW) or replacement legislation or the By-Laws;
- j. **(Default)** if the Lot owner fails to carry out any condition of this By-Law within a reasonable time of receiving a request from the Owners Corporation, the Owners Corporation, after giving reasonable notice of its intention to do so, may engage appropriate persons to carry out the work on its behalf. The Lot owner must reimburse the Owners Corporation on demand for costs incurred by the Owners Corporation pursuant to this By-Law; and
- k. **(Amendment)** Subject to the Management Act or replacement legislation, this By-Law may only be amended or repealed by special resolution of the Owners Corporation and with the written consent of the owner of the Lot(s) affected by the amendment or repeal of this By-law.
- l. **(Delegation)** The Owners Corporation may by passing a motion at a General Meeting delegate authority to the Strata Committee to assess and determine any application by a lot owner for approval to install a Shade Structure. The Strata Committee must only make any such determination at a properly convened Strata Committee Meeting.

## **Special By-Law No. 2 - Use of lots for short-term letting (passed 12 May 2022)**

- 1. In this by-law, the following words and phrases have the following meaning:
  - 1. "Act" means the *Strata Schemes Management Act 2015* (NSW) and the regulations.
  - 2. "Code of Conduct" means the code of conduct published under the *Fair Trading Act 1987* (NSW) and the regulations.
  - 3. "Short-Term Rental Accommodation Arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by applicable regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by applicable regulations not to be a short-term rental accommodation arrangement;

And any term used in this by-law that has a defined meaning under the Act has that same meaning for the purposes of this by-law and any reference to legislation or

regulations includes a reference to any amending or replacing legislation and regulations.

2. An owner or occupier of a lot must not use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement unless the lot is the principal place of residence of the owner or occupier.
3. An owner or occupier who allows their lot to be used for the purposes of a Short-Term Rental Accommodation Arrangement must:
4. comply with the *Fair Trading Act 1987* (NSW), any applicable regulations and the Code of Conduct;
5. provide evidence to the Owners Corporation that the lot is their principal place of residence;
6. provide any required approval of Lake Macquarie Council for use of the lot for the purposes of Short-Term Rental Accommodation Arrangement;
7. provide to the Owners Corporation as evidence of their compliance with the Code of Conduct:
  1. a notice that they are using their lot for the purpose of Short-Term Rental Accommodation Arrangement;
  2. Their contact details for contact between 9am to 5pm each day and emergency contact details outside of those hours. Contact details must include a phone number;
  3. a copy of the certificate of insurance for third party injuries and death on short-term rental accommodation premises;
  4. evidence that the owner or occupier (as hosts) and the lot (as the premises) are registered on the premises register for Short-Term Rental Accommodation Arrangements; and
  5. Any other item that the Owners Corporation reasonably requires.
8. take reasonable steps to address any concerns raised about potential contraventions of the Code of Conduct by the Owners Corporation in a timely manner;
9. ensure that any guest staying in the lot under a Short-Term Rental Accommodation Arrangement complies with the by-laws for the scheme and the Code of Conduct including by providing the guest a copy of the by-laws and the Code of Conduct;
10. repair damage to common property caused by their use of the lot for such a purpose, and
11. Indemnify the Owners Corporation against all claims and liability arising out of the use of their lot for such a purpose.
12. An owner or occupier who leases, sub-leases a lot or assigns such a lease or sub-lease under must give the Owners Corporation written notice of the lease or assignment in accordance with section 258 of the Act and must give a copy of that notice to the strata manager, and if there is no strata manager, to the secretary of the Owners Corporation.

13. An owner or occupier must not, except as permitted under the Act, permit the number of adults who sleep overnight in the lot to exceed two adults in each bedroom.
14. A bedroom in the lot must not contain more than two beds, excluding children's beds, cots or bassinets.
15. For the purposes of clause 5 a bedroom is a room approved for use as a bedroom or indicated as a bedroom in any plans the subject of a planning approval and does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
16. An owner or occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
17. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
18. If a lessee, licensee or other occupier of a lot commits a breach of this by-law, the owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
19. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
20. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
  1. the *Environmental Planning & Assessment Act 1979* and regulations; or
  2. the *Fair Trading Act 1987* and regulations;
  3. any conditions of any consent given by the Lake Macquarie Council in connection with the development approval for the development of the site now constituted by the Strata Scheme;
  4. the Act; and
  5. generally at law.
21. For the avoidance of doubt, if a term of this by-law is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

### **Special By-Law No. 3 – Visitor Car Spaces (passed 27 March 2023)**

1. An Owner or Occupier of a Lot must not park or stand any vehicle in an allotted parking space designated as Visitor Parking.
2. An Owner or Occupier of a Lot must not permit any other person to park or stand any vehicle in the parking spaces designated as Visitor Parking unless that person is a genuine visitor of that Owner or Occupier and is not a person who resides or stays in the Owner's or Occupier's Lot for more than three (3) consecutive nights.
3. An Owner or Occupier of a Lot must comply with all rules relating to the use of parking spaces designated as Visitor Parking.
4. An Owner or Occupier of a Lot must comply with the directions of the Owner's Corporation in connection with the access to and use of parking spaces designated as Visitor Parking.
5. An Owner or Occupier of a Lot must ensure their visitors comply with the directions of the Owner's Corporation in connection with the access to and use of parking spaces designated as Visitor Parking.
6. Contravention of any of the clauses detailed above will result initially in a warning to desist parking or standing any vehicle in any parking space designated as Visitor Parking only. Should the Owner or Occupier of any Lot continue to contravene the clauses outlined above, the remote access to Basement Car Park 1 may be removed, with reinstatement of remote access to be met by the Owner or Occupier in breach.

### **Special By-Law No. 4 – Loading Zone – Basement Car Park – B1 (passed 27 March 2023)**

1. An Owner or Occupier of a Lot is permitted to park in the parking space designated as 'Loading Zone' on a temporary basis up to a maximum of TWO (2) hours at any one time.
2. Contravention of the clause detailed above will result initially in a warning to desist parking or standing any vehicle in the Loading Zone exceeding the maximum TWO (2) hour limit. Should the Owner or Occupier of any Lot continue to contravene the clause outlined above, the remote access to Basement Car Park 1 may be removed, with reinstatement of remote access to be met by the Owner or Occupier in breach.



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

**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/SP94734

(B) **LODGED BY**

Document Collection Box	Name	JAMES WEBSTER	CODE  <b>CH</b>
	Company	Kerin Benson Lawyers	
	Address	PO Box 156 Adamstown NSW 2289	
	E-mail	james@kerinbensonlawyers.com.au Contact Number 02 4032 7990	
	Customer Account Number (IF APPLICABLE) Reference	006402	

- (C) The Owner-Strata Plan No. 94734 certify that a special resolution was passed on 27/3/2023
- (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-laws 3 and 4
- Amended by-law No. NOT APPLICABLE
- as fully set out below :
- see Annexure A:
- Special by-law 3 - page 16
- Special by-law 4 - page 16

- (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. 94734 was affixed on 11/5/23 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 : x

Name : Bradley Gribble

Authority : Strata Manager/Agent

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Authority : \_\_\_\_\_



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
2007



4 April 2024

INFOTRACK PTY LTD  
PO Box 4029  
SYDNEY NSW 2001

Our Ref:166521  
Your Ref:  
811235:181431  
ABN 81 065 027 868

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

Fee Paid: 67.00  
Receipt No: 13298754  
Receipt Date: 4 April 2024

**DESCRIPTION OF LAND**

**Address:** 202/6 Charles Street, CHARLESTOWN NSW 2290  
**Lot Details:** Lot 14 SP 94734  
**Parish:** Kahibah  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Hayes", is written over a light blue, wavy, textured background.

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

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

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Draft Development Control Plan 2014

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

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

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

- (a) (i) The identity of the zone applying to the land.
- MU1 Mixed Use
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Building identification signs; Business identification signs
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs;

Residential flat buildings; Respite day care centres; Restricted premises;  
Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

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

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

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

- (b) Whether additional permitted uses apply to the land,

No

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

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

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

No

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

No

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

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

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

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

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

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

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

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

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

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

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

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

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

**Local Environmental Plan 2014 Heritage Map**

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

**NOTE:**

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

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

(a) Nil

**NOTE:**

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

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

No

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

fixed.

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

- (d) Whether the land is in a draft area of outstanding biodiversity value under *the Biodiversity Conservation Act 2016*,  
No
- (e) Whether the land is in a draft conservation area (however described).  
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.  
No

### 3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

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

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

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

Yes,

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

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

- (4) In this section continued 7.23 determination means a 7.23 determination that -  
(a) has been continued in force by the Act, Schedule 4, Part 1, and  
(b) has not been repealed as provided by that part.

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

### 4 Complying development

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

### **Housing Code**

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

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

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

### **Housing Alterations Code**

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

### **Commercial and Industrial Alterations Code**

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

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

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

### **Subdivisions Code**

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

### **Rural Housing Code**

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

### **Greenfield Housing Code**

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

### **General Development Code**

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

### **Demolition Code**

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

### **Fire Safety Code**

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

### **Container Recycling Facilities Code**

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

## **5 Exempt development**

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

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

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

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

- (2) In this section -

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

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

## 7 Land reserved for acquisition

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

No

## 8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

## 9 Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.  
No

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.  
No

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

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

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

clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

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

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) In this section —

**adopted policy** means a policy adopted —

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

**NOTE:**

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

## 11 Bush Fire Prone Land

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

## 12 Loose-fill asbestos insulation

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

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

### 13 Mine subsidence

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

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

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

### 14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.  
Nil
- (2) The date of any subdivision order that applies to the land.  
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

### 15 Property Vegetation Plans

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

### 16 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement

under Part 5 of the Biodiversity Conservation Act 2016.

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

#### 17 Biodiversity Certified Land

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

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

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

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

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

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

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

#### 20 Conditions for seniors housing

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

Nil

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

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

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

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

Nil

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

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

- (4) In this section—

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

**NOTE:** The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

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

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

No

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

No

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

No

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

No

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

No

**ATTACHMENTS:**

Complimentary Certificate for Real Property Lot

**ATTACHMENT: Complimentary Certificate for Real Property Lot**

4 April 2024

INFOTRACK PTY LTD  
PO Box 4029  
SYDNEY NSW 2001

Our Ref:166522  
Your Ref:  
811235:181431  
ABN 81 065 027 868

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

Fee Paid: Nil

Receipt No:

Receipt Date:

**DESCRIPTION OF LAND**

**Address:** 6 Charles Street, CHARLESTOWN NSW 2290

**Lot Details:** Lot 1 DP 1216752

**Parish:** Kahibah

**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER



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

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

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Draft Development Control Plan 2014

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

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

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

- (a) (i) The identity of the zone applying to the land.
- MU1 Mixed Use
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Building identification signs; Business identification signs
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises;

Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

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

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

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

- (b) Whether additional permitted uses apply to the land,

No

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

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

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

No

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

No

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

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

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

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

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

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

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

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

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

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

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

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

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

**Local Environmental Plan 2014 Heritage Map**

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

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

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

(a) Nil

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

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

No

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

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

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

No

- (e) Whether the land is in a draft conservation area (however described).  
No
- (f) Whether a draft item of environmental heritage (however described) is situated on the land.  
No

### 3 Contributions Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

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

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

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

Yes,

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

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

Nil

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

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

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

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

### 4 Complying development

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

#### Housing Code

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

#### Low Rise Housing Diversity Code

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

### **Housing Alterations Code**

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

### **Commercial and Industrial Alterations Code**

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

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

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

### **Subdivisions Code**

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

### **Rural Housing Code**

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

### **Greenfield Housing Code**

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

### **General Development Code**

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

### **Demolition Code**

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

### **Fire Safety Code**

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

## Container Recycling Facilities Code

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

## 5 Exempt development

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

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

## 6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

A building rectification order **is not** in force in respect of this land.

- (c) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

- (2) In this section -

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

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

## 7 Land reserved for acquisition

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

No

## 8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

## 9 Flood related development controls information

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

No

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

No

- (3) In this section -

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

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

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

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

- (1) Whether or not the land is affected by a **POLICY** that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

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

- (f) aircraft noise

No

- (g) salinity

No

- (h) any other risk (other than flooding).

No

- (2) In this section —

**adopted policy** means a policy adopted —

- (a) by the council, or

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

**NOTE:**

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

## 11 Bush Fire Prone Land

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

## 12 Loose-fill asbestos insulation

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

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

## 13 Mine subsidence

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

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

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

## 14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.  
Nil
- (2) The date of any subdivision order that applies to the land.  
Not Applicable
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

## 15 Property Vegetation Plans

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

## 16 Biodiversity stewardship sites

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

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

**17 Biodiversity Certified Land**

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

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

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

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

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

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Nil

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

**20 Conditions for seniors housing**

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

Nil

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

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

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

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

Nil

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

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

- (4) In this section—

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

**NOTE:** The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

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

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

No

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

No

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

No

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

No

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

No



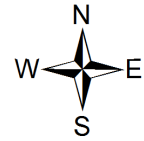
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

6 CHARLES

CHARLESTOWN NSW

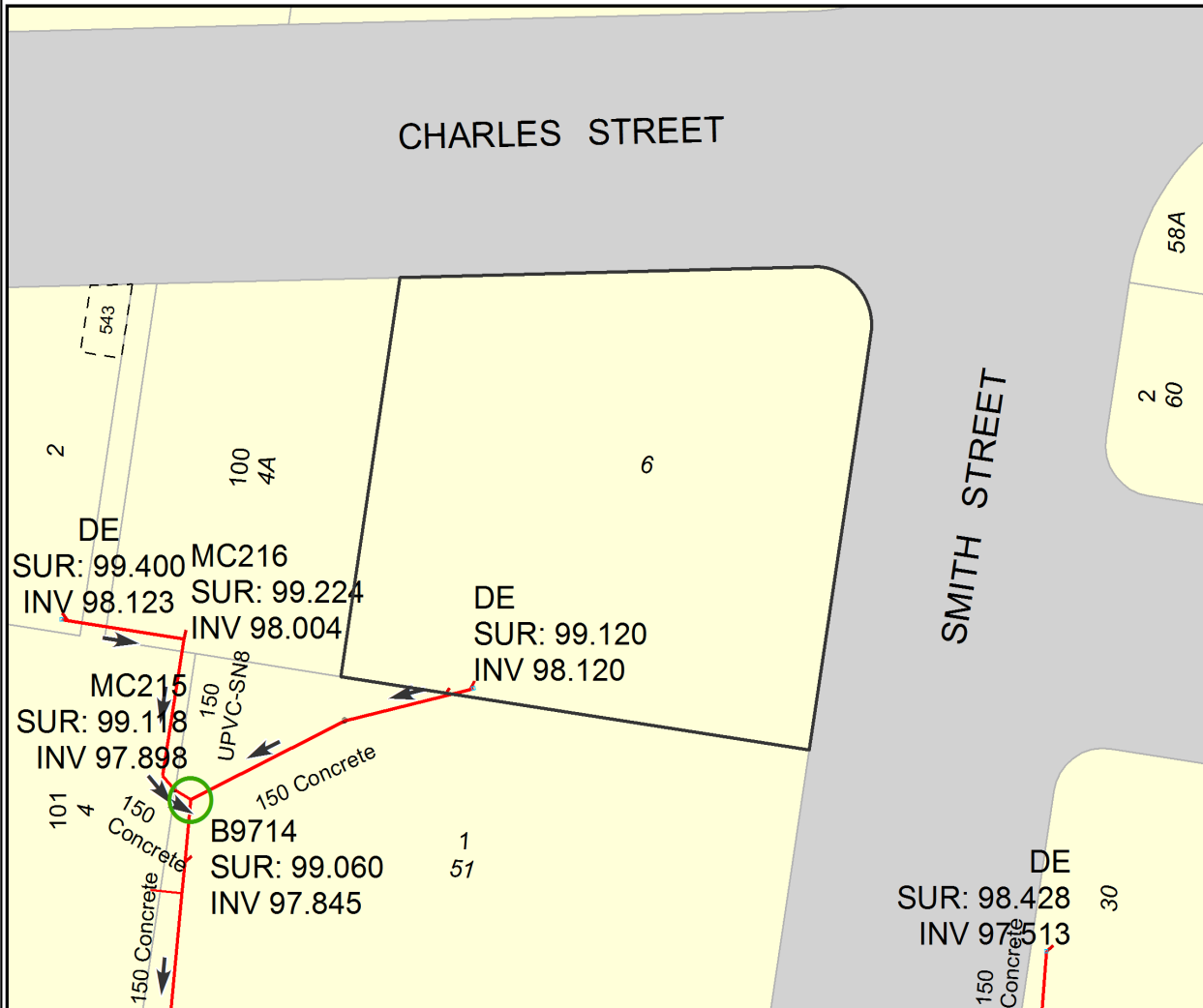
APPLICATION NO.: 2233045

APPLICANT REF: M 811235

RATEABLE PREMISE NO.: 5491500945

PROPERTY ADDRESS: 6 CHARLES ST CHARLESTOWN 2290

LOT/SECTION/DP:SP: CP//SP 94734



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLDED.  
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

#### IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 4/04/2024

Scale at A4: 1:500

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

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



MS ROSANNA GOLINO  
C/- TAHNEE TRAN  
SUITE 4  
3 NORFOLK STREET  
LIVERPOOL NSW 2170

Our reference: 7147560349499

Phone: 13 28 66

4 April 2024

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ROSANNA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410914796062
Vendor name	ROSANNA GOLINO
Clearance Certificate Period	4 April 2024 to 4 April 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.