

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Meeks Real Estate 347 Main Road CARDIFF NSW 2285	phone: 02 4954 7447 email: paul@meeksrealestate.com.au ref: Paul Meeks
co-agent		
vendor	Brad John Williams	
vendor's solicitor	Kilpatrick Hatton Solicitors PO Box 1033, Charlestown 2290	phone: 02 4920 8300 email: pkilpatrick@kilpatrickhatton.com.au ref: 32959
date for completion	35 days after the contract date	(clause 15)
land (address, plan details and title reference)	unit 35 1 Forbes Street Carrington NSW 2294 LOT 45 STRATA PLAN SP75115 Folio Identifier 45/SP75115	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☐ curtains ☒ insect screens ☒ range hood ☒ blinds ☒ dishwasher ☒ internet/TV receiver ☐ solar panels ☒ built-in wardrobes ☐ EV charger ☒ light fittings ☐ solar power battery ☐ ceiling fans ☒ fixed floor coverings ☐ pool equipment ☒ stove ☐ clothes line ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**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)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location print) ☐ 9 sewer lines location diagram (sewer service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract Other ☐ 61
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, 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 to resolve the dispute 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:

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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 whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

DOCKSIDE UNIT 35, 1 FORBES ST CARRINGTON NSW
2294

ADDITIONAL CONDITIONS

Vendor: Brad John Williams

Purchaser:

Property: unit 35/1 Forbes Street, Carrington 2294

32. Intentionally deleted

33. Amendments to the standard contract conditions

- 33.2 Clause 7.1.1 is deleted.
- 33.3 Clause 8.1.1 is amended by deleting the words "on reasonable grounds".
- 33.4 Clause 14 is hereby varied by the addition of the following sentence after the word "liable":
 - 14.1.1 The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such adjustment.
- 33.5 Clause 14.4.2 is deleted.
- 33.6 Clause 18 is hereby varied by the addition of the following clause:
 - 18.8 The Purchaser cannot make a claim or requisition or delay completion of this Contract after entering into possession of the property.
- 33.7 Clause 25.1.1 is amended by deleting the word "limited".
- 33.8 Clause 25.7 is deleted.

34. Warranty as to Agent

The Purchaser hereby indemnifies and agrees that at all times for the maximum period permitted by law to indemnify and keep indemnified the Vendor from and against any claim, commission, charge, expense, action, suit, proceedings, cost or demand of whatsoever nature by any real estate agent or employee of such real estate agent (other than the Vendor's agent named herein) who establishes that the Purchaser was introduced to the Vendor or to the property by any other agent or employee of him.

35. Deposit of less than 10%

The Vendor and the Purchaser agree that if:

- (a) The Purchaser defaults in the observance or performance of any obligation hereunder which is or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (c) the Vendor has terminated 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 deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or equity to the contrary. This clause shall not merge upon termination of this Contract.

36. Deposit payable by instalments

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and

- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

37. Subject to finance

- (a) ~~With the written consent of the vendor or their representative, it is a condition of this contract that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and The Schedule.~~
- (b) ~~The purchaser shall promptly, at the purchaser's expense:~~
- ~~i. apply for finance in accordance with The Schedule;~~
 - ~~ii. make and pursue the finance application, pay all fees, supply all particulars, certificates and valuations, and do all other things as may reasonably be required for the purpose of the application;~~
 - ~~iii. inform the vendor regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;~~
 - ~~iv. notify the vendor in writing after receipt of written approval or refusal from the Lender.~~
- (c) ~~This clause is for the benefit of the purchaser who may, prior to rescission of this agreement, waive the benefit thereof.~~
- (d) ~~If without default on the part of the purchaser the finance approval in writing has not been obtained within the time limited in The Schedule, either party shall be entitled by notice served upon the other to rescind this agreement, provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this agreement for want of such approval.~~
- (e) ~~Upon rescission pursuant to this Clause the provisions of Clause 19 shall apply.~~
- ~~i. In the event of a rescission under the terms of this clause, the purchaser shall forfeit to the vendor the sum equivalent to 0.25% of the purchase price being an estimate of the vendor's costs associated with the preparation of the contract and other expenses associated.~~
 - ~~ii. In order for the purchaser to rescind this Contract pursuant provision (d) above, the notice of rescission must be received by the Vendor's solicitor no later than 5.00pm on the last day the purchaser has to obtain finance approval as determined by item 3 in the Schedule below.~~

THE SCHEDULE

- ~~1. Lender:~~
- ~~2. Amount of Loan:~~
- ~~3. Number of (calendar) days after making this agreement for obtaining written approval of finance: ten (10) calendar days~~

38. Release of deposit

~~The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as they shall require for the purpose of settlement, a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.~~

39. Warranty by Purchaser

The Purchaser warrants to the vendor:

- (a) The purchaser is not an undischarged bankrupt and has not committed any act of bankruptcy;

- (b) The Purchaser does not require the approval or consent of the Foreign Investment Review Board to purchase the property;
- (c) The Purchaser is over the age of 18 years.

The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract and the Purchaser will indemnify and keep indemnified the Vendor against any loss, expense, fine, damage, penalty and/or liability arising out of or as a consequence of a breach of this warranty by the Purchaser. This indemnity will not merge on completion.

40. Mine Subsidence Board

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

41. 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 or dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connection in respect of the property;
- (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;
- (f) With the items specified as "inclusions" on the front page of this Contract that are not new;
- (g) Without any representation or warranty from or on behalf of the Vendor as to the state of repair or condition of any inclusions, the Vendor will not be responsible for any mechanical breakdown in respect of any such items;
- (h) Subject to the state of repair and condition of any inclusions as at the date of exchange subject to a reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to take possession of the property; and
- (i) Subject to title of the inclusions being passed on completion of this Contract and the Vendor shall not be required to give formal delivery in respect thereof.

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

42. Representations and warranties negated

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, the Purchaser warrants that, unless otherwise stated in this Contract, the Purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on behalf of the Vendor including without limitation, any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the property or any financial return or income to be derived from the Property and the terms and conditions set out in this Contract contain the entire agreement in relation to the property as concluded between the parties.

The Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any representation, whether verbal or otherwise made by or on behalf of the Vendor which is not set out in the Contract.

43. Covenants

Notwithstanding anything in this Contract to the contrary, the Purchaser agrees not to raise any requisition or objection or make any claim for compensation or rescind or terminate this Contract in breach of any covenant relating to the property. The Purchaser is satisfied as to the terms of the covenants and has inspected the property as is satisfied as to the compliance or non-compliance with such covenants and accepts any such non-compliance. Covenant in this clause excludes any restrictive covenant.

44. Claims by the Purchaser

Notwithstanding the provisions of Clauses 5, 6 and 7 hereof the parties expressly agree that any claim (whether for compensation or not) shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 hereto entitling the Vendor to rescind this Contract.

45. Late completion

In the event that completion of this Contract shall not take place within the time allowed for completion in Clause 15 hereof, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Vendor is entitled to recover from the Purchaser as liquidated damages on completion of this Contract:

- (a) Interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period between the expiration of the time allowed for completion pursuant to Clause 15 hereof and the actual date of completion, with such interest being calculated on a daily basis and added to the balance payable on completion;
- (b) The sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses allowed by the Purchaser as an additional adjustment on completion;
- (c) The Parties agree that payment of such sums is made on account of damages and that the Vendor shall not be required to complete this Contract unless the said sums are paid on completion;
- (d) The Vendor's rights pursuant to this clause do not limit any other rights the Vendor may have against the Purchaser as a result of the Purchaser's failure to complete this Contract in accordance with the provisions of this Contract.

46. Notice to complete

- (a) It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose;
- (b) Further, in the circumstances justifying the issue of a Notice to Complete by the Vendor, then the Purchaser shall be liable for the sum of three hundred & thirty dollars (\$330.00) as the agreed reasonable legal expenses incurred by the Vendor as a result of having to issue such Notice to Complete.
- (c) The Purchaser's obligation to pay the sum referred to in clause 42(b) hereof is an essential term of this contract and shall in no way affect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.
- (d) The party serving the Notice to Complete may:
 - i. At any time, withdraw the Notice to Complete by further notice to the party in default; and
 - ii. At its option, issue a further Notice to Complete.

47. Swimming pool

If a swimming pool forms part of the property:

- (a) The Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 (in this clause "the Act") and the regulations prescribed under the Act;
- (b) After completion the Purchaser must comply with the requirements of the Act; and
- (c) The Purchaser cannot make claim, objection or requisition or rescind or terminate in respect of the swimming pool and any non-compliance with the Act and Regulations prescribed under the Act.

48. Survey

Where a Surveyor's Report (or copy thereof) is annexed to the Contract:

- (a) The Vendor does not warrant the accuracy or completeness of the Report; and
- (b) The purchaser will take title subject to and will not make any objection, requisition or claim for compensation or claim any right to rescind or terminate in respect of the matters disclosed or referred to in such Report.

49. Qualified and limited title

- (a) If applicable, the property the subject of this Contract for Sale shall be deemed to be held by the Vendor pursuant to the provisions of the Real Property Act, 1900 and the Purchaser shall not be entitled to make any requisition, claim for compensation or objection with regard to the said Qualified Certificate of Title and the Vendor shall not be called upon to, nor shall the Vendor be obliged to, provide any Old System Title Abstracts of Title or Chronological Index of Title or Old System Title Search Papers and the Vendor shall be entitled to treat the subject property as not being Qualified Title pursuant to part IVA of the Real Property Act, 1900 and the Purchaser shall accept the title to the subject property as being wholly pursuant to the provisions of the Real Property Act, 1900.
- (b) If applicable, notwithstanding any other provision in this Contract for Sale the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the notation of Limited Title on the subject property.

50. Sewer Diagram

- (a) The Vendor and the Purchaser acknowledges that in the event the property is connected to a sewer main service provided by the Hunter Water Corporation then the attached sewer main diagram is the only diagram available from the Hunter Water Corporation in the ordinary course of administration.
- (b) The Purchaser shall not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of the matter disclosed.

51. Death/mental incapacity

If at any time prior to completion the Vendor or Purchaser (or any of them) dies or becomes mentally ill or, being a company is wound up or go into liquidation, then either party may at any time thereafter rescind this Contract by notice in writing served on the other party.

52. Guarantee and indemnity if the Purchaser is a Company

- (a) If the Purchaser of the property is a Company, the Offices or persons who sign this contract on behalf of the Company or who attest the seal of the Company on this Contract:
 - i. Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and

- ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (b) This guarantee and indemnity is given by each guarantor as principal and not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

53. ~~Tenancy~~

~~If a tenant is in occupation of the property and if page one (1) of this Contract provides for the Vendor to give Vacant Possession of the property on completion of this contract, then the following provisions shall apply:~~

- ~~(a) Completion of this contract is conditional upon the Vendor obtaining Vacant Possession of the property from the tenant. The Vendor will forthwith serve a notice on the tenant and will pursue that notice and the obtaining of Vacant Possession.~~
- ~~(b) Neither party will be entitled to service Notice to Complete on the other party until Vacant Possession by the tenant is available to the Vendor.~~

54. Intentionally deleted

55. Intentionally deleted

56. Requisitions

- (a) The Purchaser agrees that the only form of general Requisitions in Title the Purchaser may make pursuant to clause 5.1 shall be in the form of Requisitions on Title annexed hereto.
- (b) The Purchaser acknowledges that these Requisitions on Title are deemed to have been served on the date of this contract.
- (c) The Purchaser is not entitled to make any requisitions (other than those annexed hereto) unless such requisition arises out of something served by the Vendor after the date of this Contract.

57. Conflict

If there is a conflict or inconsistency between these Additional Conditions and the printed clauses of this Contract, these Additional Conditions shall prevail to the extent of such conflict or inconsistency.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Re: Williams Proposed Sale

Property: unit 35/1 Forbes Street, Carrington NSW 2294

Dated: 31 March 2026

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 16. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 17.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 19. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 20. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 21.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
- 22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions & Transfer

- 24. 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.
- 25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 26. The purchaser reserves the right to make further requisitions prior to completion.
- 27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 45/SP75115

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2026	2:59 PM	4	1/11/2018

LAND

LOT 45 IN STRATA PLAN 75115
AT CARRINGTON
LOCAL GOVERNMENT AREA NEWCASTLE

FIRST SCHEDULE

BRAD JOHN WILLIAMS

(T AN829389)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73402
- 2 AN829390 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

32959...

PRINTED ON 31/3/2026

* 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73402

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2026	2:59 PM	19	2/2/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73402
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARRINGTON
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1250104

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73402
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BODY CORPORATE SERVICES
LOCKED BAG 22
HAYMARKET
NSW 1238

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D775092 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 D775092 COVENANT
- 4 DP1072442 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1072442 EASEMENT FOR SERVICES 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1072442 POSITIVE COVENANT
- 7 DP1072442 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1072442 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1072442 EASEMENT FOR ELECTRICITY SUBSTATION 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1072442 EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1072442 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 AB600868 ORDER OF STRATA SCHEMES BOARD - CHANGE OF UNIT

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP73402

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- ENTITLEMENT
- 13 SP75115 RIGHT OF FOOTWAY 1 METRE(S) WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 14 AP701940 INITIAL PERIOD EXPIRED
- 15 DP1250104 THIS SCHEME IS NOW COMPRISED WITHIN LOT 101 IN
DP1250104
- 16 AV826332 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2588)

STRATA PLAN 73402

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 35	2	- 35	3	- 35	4	- 32
5	- 32	6	- 32	7	- 32	8	- 35
9	- 35	10	- 35	11	- 35	12	- 35
13	- 35	14	- 35	15	- 35	16	- 33
17	- 38	18	- 32	19	- 40	20	- 41
21	- 41	22	- 40	23	- 41	24	- 43
25	- 44	26	- 42	27	- 43	28	- 43
29	- 42	30	- 43	31	- 46	32	- 46
33	- 48	34	- SP75115				

STRATA PLAN 75115

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
35	- 54	36	- 47	37	- 47	38	- 50
39	- 56	40	- 53	41	- 53	42	- 53
43	- 54	44	- 54	45	- 53	46	- 53
47	- 53	48	- 56	49	- 2	50	- 45
51	- 44	52	- 56	53	- 33	54	- 32
55	- 32	56	- 32	57	- 31	58	- 31
59	- 31	60	- 31	61	- 31	62	- 31
63	- 31	64	- 36	65	- 53	66	- NOW CP
67	- 2	68	- 2	69	- 1	70	- 2
71	- 2	72	- 2				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

32959...

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STRATA CERTIFICATE

NEWCASTLE CITY

That the Council of the Newcastle City Council, being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 and the Strata Schemes (Leasehold Development) Act 1973 have been complied with, approve the following:

- the plan of subdivision
- the plan of subdivision

subject to the provisions of the Act.

The Strata plan/Strata plan of subdivision is a part of a development scheme. The Council, on condition that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the steps of the strata development consent to which it relates.

The Strata plan/Strata plan of subdivision is a part of a development scheme. The Council, on condition that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the steps of the strata development consent to which it relates.

69, 49, 67, 68, 70, 111, 172

Date: 7-9-2005
Subdivision No: S1584/05

Approval No: 05/0840
Issued by: NEWCASTLE CITY COUNCIL

Complete, or detail if incomplete

SURVEYOR'S CERTIFICATE

TREVOR JAMES CARTER
ASQUITH & DEWITT, 20 BOX 179 CHARLESTOWN NSW 2290

a surveyor registered under the Surveying Act 2002, hereby certify that:

- (1) and applicable instrument of
- (2) the survey information recorded in the accompanying location plan is correct.

(2) The survey information recorded in the accompanying location plan is correct.

Signature: *TJ*
Date: 27/6/05

This is sheet 1 of my Plan in 8 sheets.

*Residential Model By-laws adopted for this scheme

Keeping of Animals: Option A/B/C

*Schedule of By-laws in sheets filed with plan

*No by-laws apply

*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
35	54	54	32
36	47	55	32
37	47	56	32
38	50	57	31
39	56	58	31
40	53	59	31
41	53	60	31
42	53	61	31
43	54	62	31
44	54	63	31
45	53	64	36
46	53	65	53
47	53	66	31
48	56	67	2
49	2	68	2
50	45	69	1
51	44	70	2
52	56	71	2
53	33	72	2
AGGREGATE		1360	

PLAN OF SUBDIVISION OF LOT 34, S.P. 73402

L G A: NEWCASTLE

Suburb/Leasality: CARRINGTON

Parish: NEWCASTLE

County: NORTHUMBERLAND

Reduction Ratio 1:

Lengths are in metres

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

THE OWNERS
STRATA PLAN No. 73402

FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO S 88B CONVEYANCING ACT 1919 AND S 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

IT IS INTENDED TO CREATE:-

1. RIGHT OF FOOTWAY 1 WIDE AND VARIABLE

EXECUTED BY TASK DEVELOPMENTS PTY LTD
KIN 097908159
Michael
DIRECTOR

SIGNED FOR AND ON BEHALF OF SOUTH CANTERBURY FINANCE LIMITED BY ITS ATTORNEY MILES ROBERT ANDERSON PURSUANT TO POWER OF ATTORNEY REGISTERED BOOK 4453 NO. 442
Miles

John Dyl P22CINSKI
DIRECTOR

SIGNED for and on behalf of ST. GEORGE BANK LIMITED
BY *Mark Souter* AND *Michael*
its duly constituted Attorneys WHO HEREBY DECLARE that at the time of execution by them of this document they have no notice of the revocation of the Power of Attorney Registered No. 125 Book, 4/182
under the authority of which they have just executed the within document.

SP75115

Registered: L5 11.10.2005

C.A:

Purpose STRATA PLAN

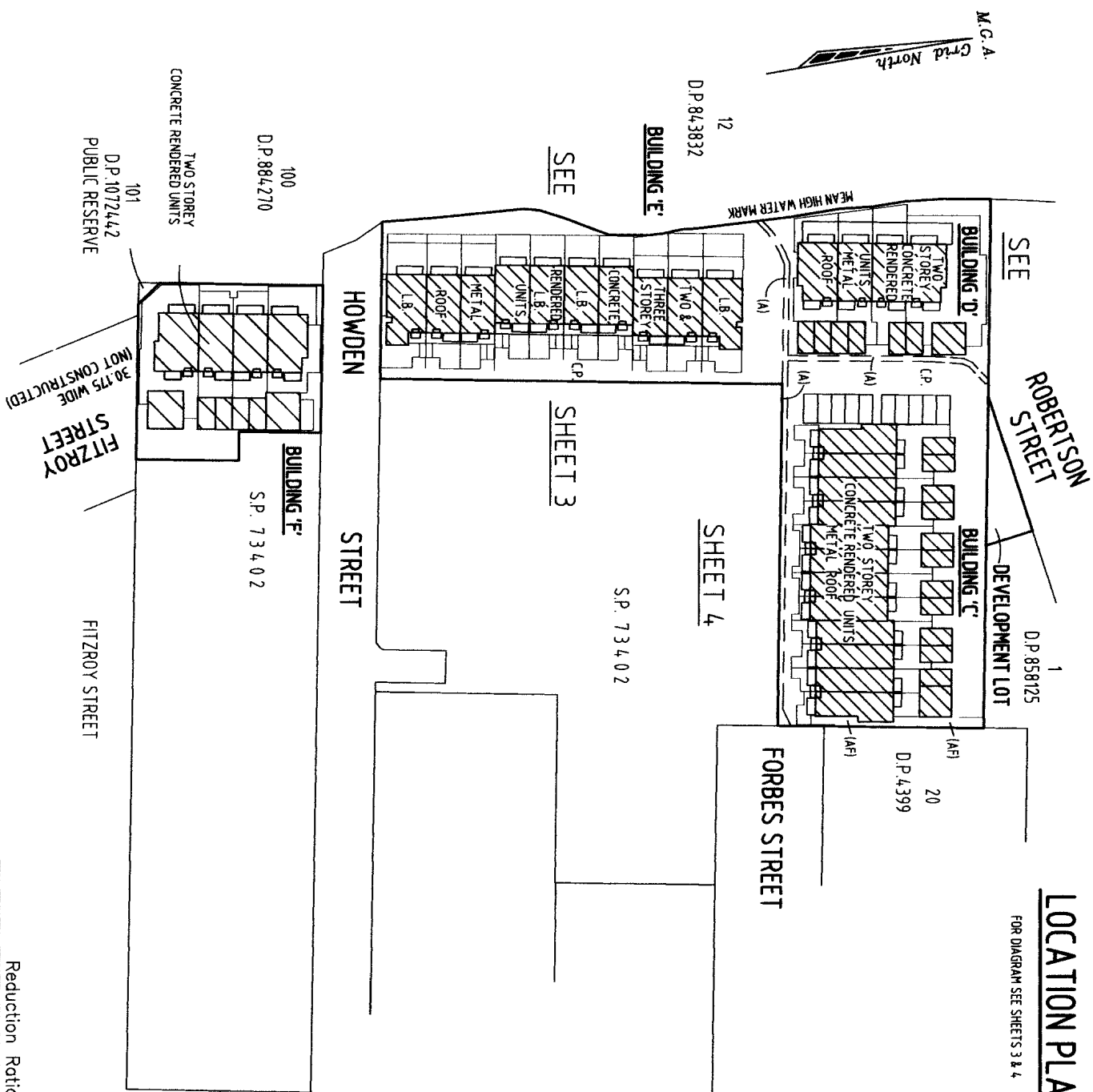
Ref: Mq: U6350-32

Last Plan: SP73402

LOCATION PLAN

FOR DIAGRAM SEE SHEETS 3 & 4

SP75115



C.P. - DENOTES COMMON PROPERTY
(A)F - RESTRICTION ON THE USE OF LAND 2 WIDE (D.P.1072442)
L.B. - DENOTES UNIT WITH LOFT AND BASEMENT CARPARKING
(A) - RIGHT OF FOOTWAY 1 WIDE & VARIABLE

Reduction Ratio 1 : 800

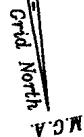
Lengths are in metres

Registered Surveyor

27/6/05.

Authorised Person/~~General Manager/Accredited Certifier~~

***OFFICE USE ONLY**



LOCATION PLAN

SP75115

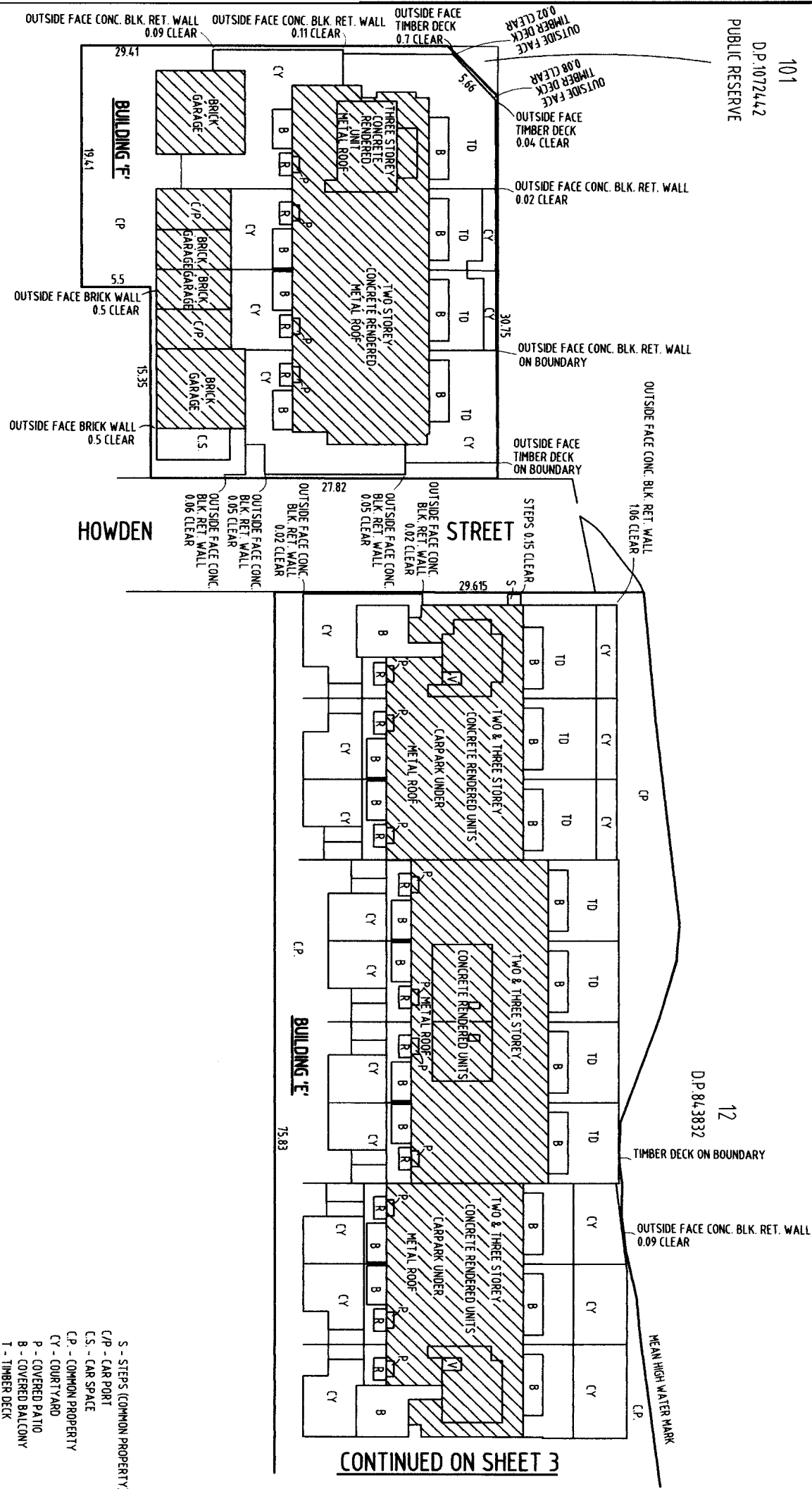
101

D.P.1072442

PUBLIC RESERVE

12

D.P.843832



CONTINUED ON SHEET 3

Reduction Ratio 1: 300

Lengths are in metres

T. W. 27/6/05
Registered Surveyor

Authorised Person (General Manager/Accountant/Secretary)
T. W. 27/6/05

SURVEYOR'S REFERENCE: 116555T6(F)

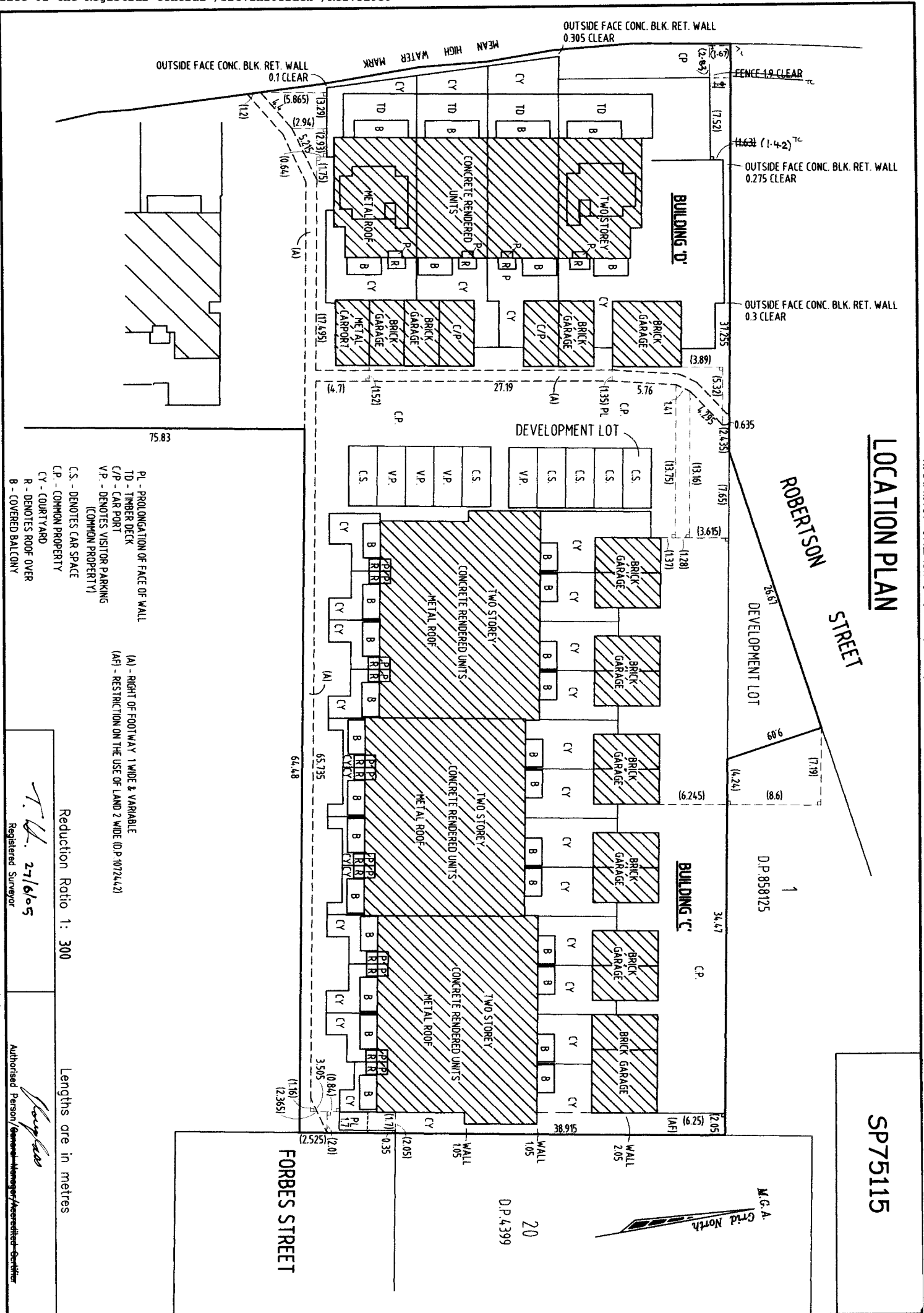
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 4 of 8 Sheets

LOCATION PLAN

SP75115

OFFICE USE ONLY



75.83

PL - PROLONGATION OF FACE OF WALL
TD - TIMBER DECK
C/P - CAR PORT
V.P. - DENOTES VISITOR PARKING
(COMMON PROPERTY)

(A) - RIGHT OF FOOTWAY 1 WIDE & VARIABLE
(AF) - RESTRICTION ON THE USE OF LAND 2 WIDE (D.P. 407242)

Reduction Ratio 1: 300

Lengths are in metres

T. H. 27/6/05
Registered Surveyor

SURVEYOR'S REFERENCE: 116555T6(F)

Authorised Person/General Manager/Registered Surveyor

D.P. 4399

20

FORBES STREET

ROBERTSON STREET

DEVELOPMENT LOT

BUILDING D

BUILDING C

D.P. 858175

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Grid North

*OFFICE USE ONLY



S.R. - DENOTES SWITCH ROOM
(COMMON PROPERTY)



BASEMENT LEVEL

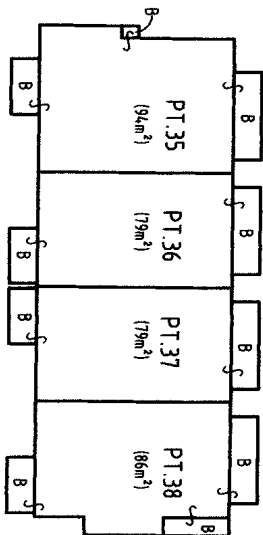
Lengths are in metres

Authorised Person / ~~General Manager / Accredited Certification~~

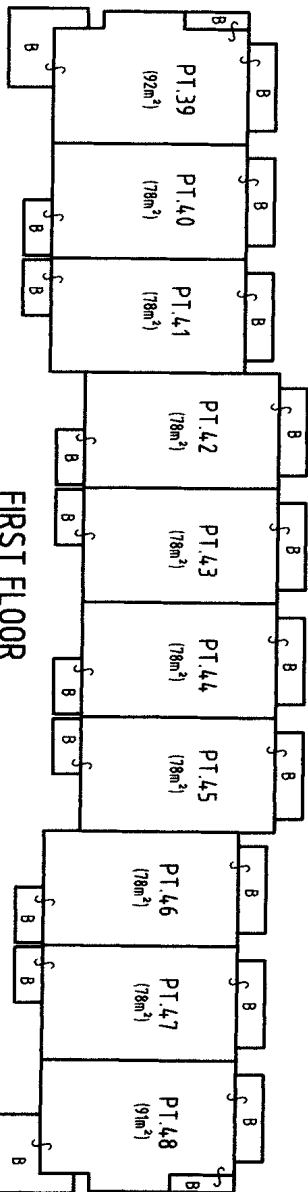


SP75115

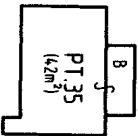
*OFFICE USE ONLY



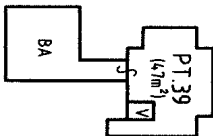
FIRST FLOOR
BUILDING 'F'



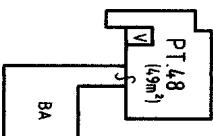
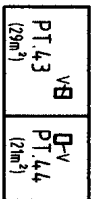
FIRST FLOOR
BUILDING 'E'



SECOND FLOOR
BUILDING 'F'



SECOND FLOOR
BUILDING 'E'



V - VOID
B - COVERED BALCONY
BA - BALCONY

NOTES:-
- THE BALCONIES DENOTED AS BA ARE LIMITED IN HEIGHT TO 3.5 m
ABOVE THEIR UPPER TILED SURFACE.

Reduction Ratio 1: 300

Lengths are in metres

T.A. 27/6/05
Registered Surveyor

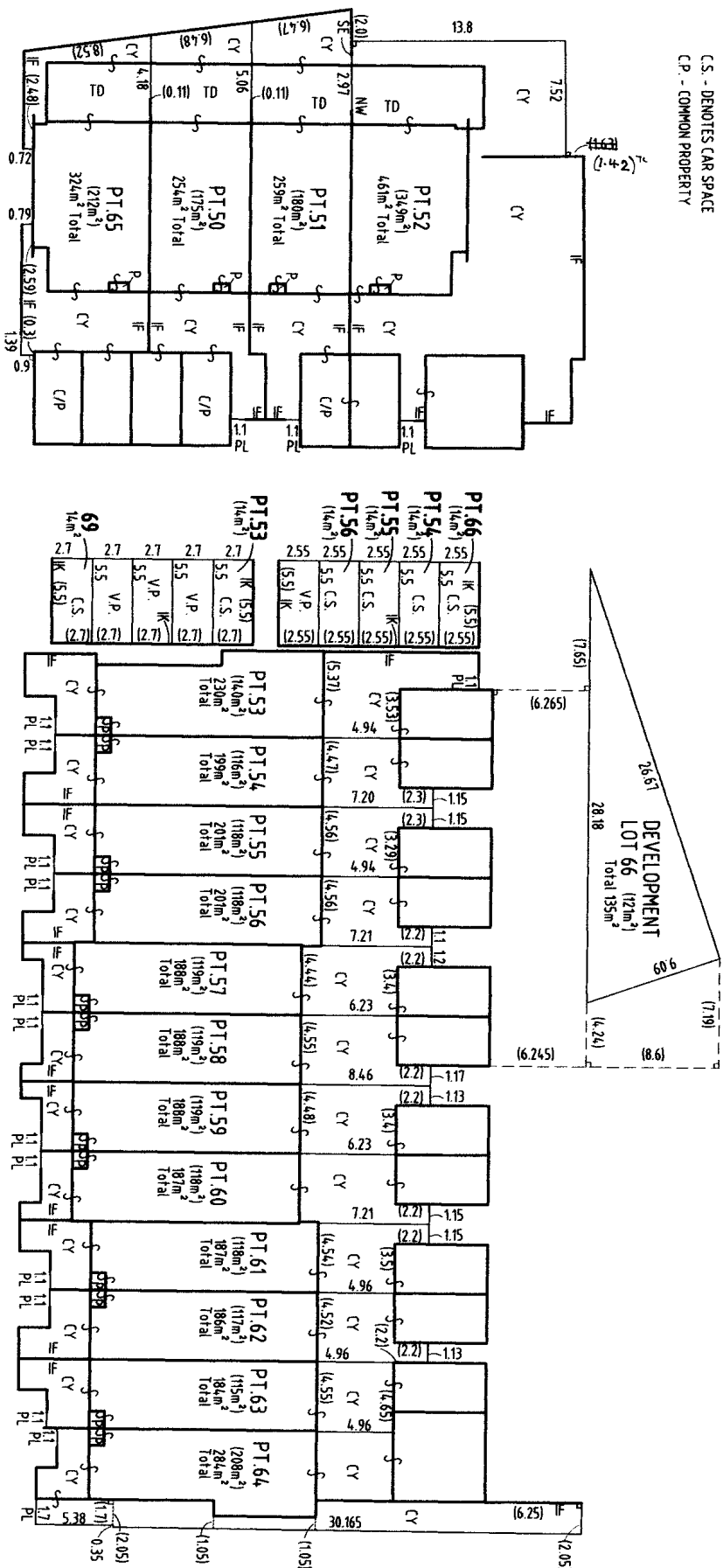
Myra Lee
Authorized Person/Personnel/Personnel/Personnel

SURVEYOR'S REFERENCE: 11655516(F)

SP75115

- CY - COURTYARD
- P - COVERED PATIO
- B - COVERED BALCONY
- NW - NORTHWEST CORNER BRICK WALL
- SE - SOUTHEAST CORNER BRICK WALL
- IK - DENOTES BOUNDARY OF CAR SPACE INSIDE FACE OF CONCRETE KERB.
- PL - PROLONGATION OF FACE OF WALL TO - TIMBER DECK
- IF - DENOTES BOUNDARY OF COURTYARD IS INSIDE FACE OF BRICK WALL
- V.P. - DENOTES VISITOR PARKING (COMMON PROPERTY)
- C.S. - DENOTES CAR SPACE
- C.P. - COMMON PROPERTY

(H) RESTRICTION ON THE USE OF LAND 2 WIDE (FLOODWAY)



GROUND FLOOR

BUILDING 'D'

NOTES - COURTYARDS ARE LIMITED IN HEIGHT FROM 2m BELOW

TO 12m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE

CONCRETE GROUND FLOORS EXCEPT WHERE COVERED

CAR SPACES ARE LIMITED TO 2.5m ABOVE

THE UPPER SURFACE OF THEIR RESPECTIVE

HARDSTAND FLOORS.

THE BOUNDARY OF THE CARPORT IS THE EDGE OF THE

CONCRETE HARDSTAND

- THE TIMBER DECKS ARE LIMITED TO 35m ABOVE THE UPPER SURFACE OF THE

RESPECTIVE HARDST AND FLOORS EXCEPT WHERE COVERED

LOT 66 IS LIMITED IN HEIGHT FROM 15m BELOW TO 35m ABOVE THE UPPER SURFACE OF THE COALBED FLOOR LIVING AREA OF LOT 63

UP THE GROUND FLOOR LIVING AREA OF L01 53
THE GAE UNIT CONSTRUCTED WITHIN COURTYARD

THE GAS UNIT CONTROLLED WITHIN LOCKTARTER WALLS ARE PART OF THE ADJOINING LOT AND

ARE NOT COMMON PROPERTY

GROUND FLOOR

BUILDING 'C'

Reduction Ratio 1: 300

Lengths are in metres

SURVEYOR'S REFERENCE: 11655ST6(F)

Registered Surveyor

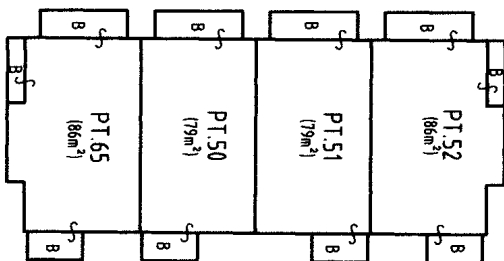
~~Authorised Person/General Manager/Head Office/Authorized~~

*OFFICE USE ONLY

SP75115

M.G.A.

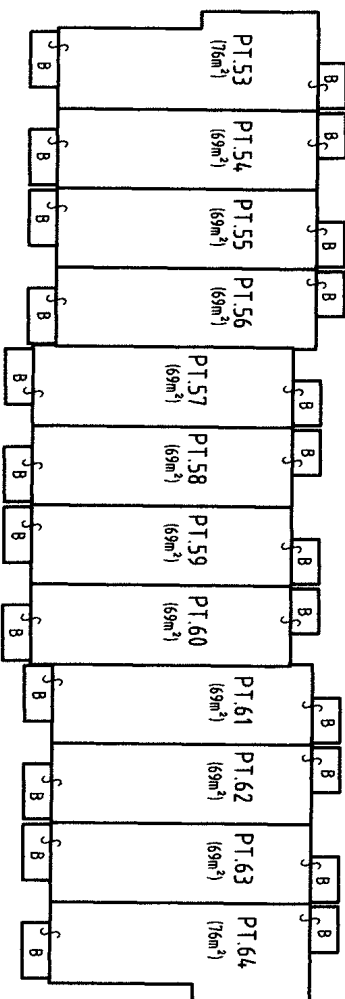
Grid North



FIRST FLOOR
BUILDING 'D'



SECOND FLOOR
BUILDING 'D'



FIRST FLOOR
BUILDING 'C'

B - COVERED BALCONY
V - VOID

Reduction Ratio 1: 300

Lengths are in metres

T. G. 27/6/05
Registered Surveyor

Long Liao
Authorised Person/~~General Manager/Executive Officer~~

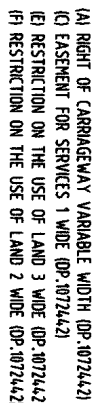
SURVEYOR'S REFERENCE: 11655ST6(F)

[illegible]

LOCATION PLAN

FOR DIAGRAM

SEE SHEETS 3, 4 & 5 & 6



*OFFICE USE ONLY

- (X) EX MINERALS, WHARVES, STRUCTURES, CRANES & FIXED APPARATUS - SEE S.13A MARITIME SERVICES ACT 1935
- EX MINERALS - A148345
- (Y) RESERVATIONS & CONDITIONS - SEE CROWN GRANT
- (Z) D775092 - EX MINERALS & COVENANT

T. G. 10/9/4

~~AUTHORISED PERSON/General Manager/Accredited Certifier~~

Reduction Ratio 1:800

Lengths are in metres

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

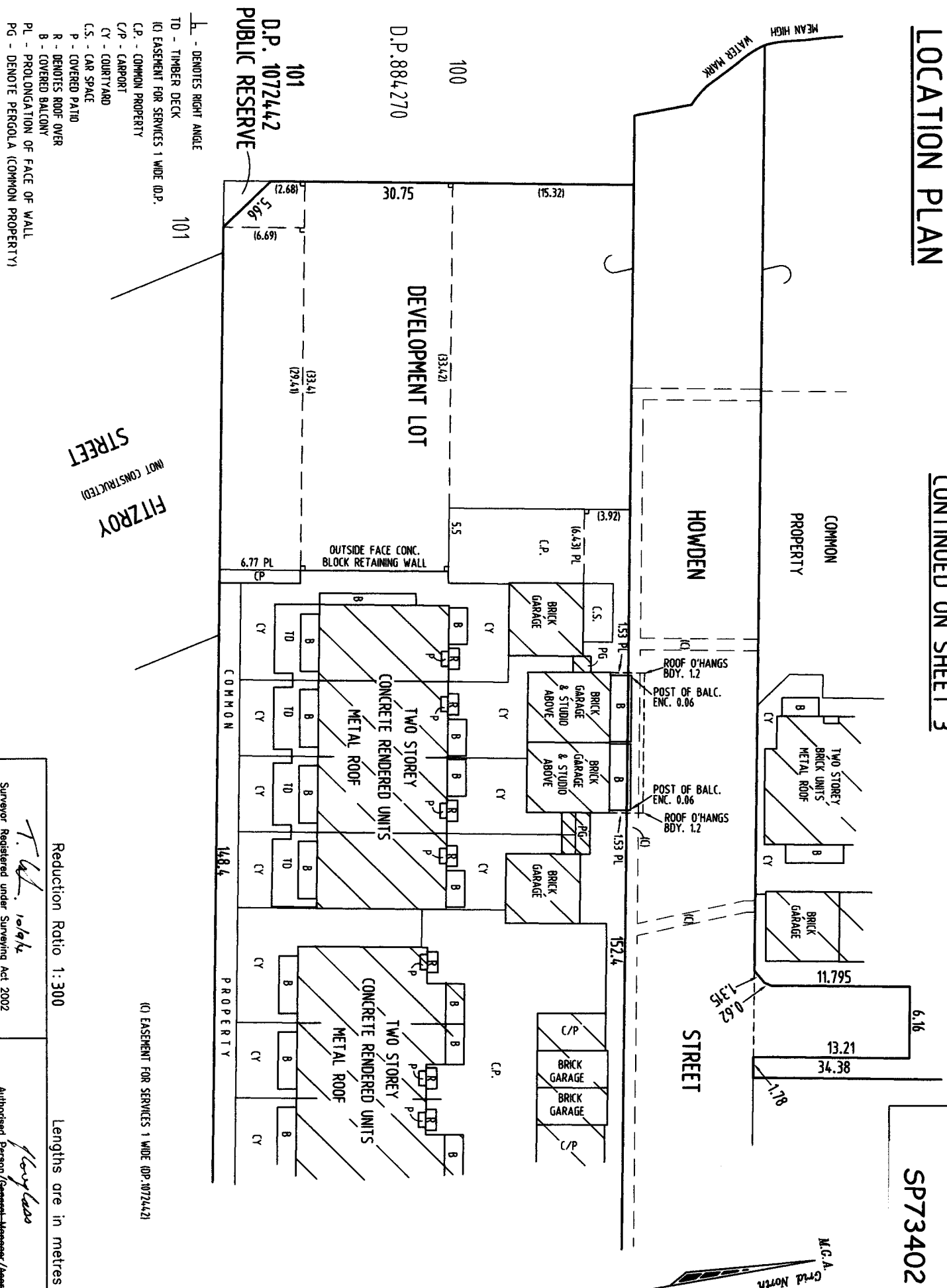


LOCATION PLAN

CONTINUED ON SHEET 3

SP73402

CONTINUED ON SHEET 5



- 101 - DENOTES RIGHT ANGLE
- TD - TIMBER DECK
- IC - EASEMENT FOR SERVICES 1 WIDE (D.P. 1072442)
- C.P. - COMMON PROPERTY
- C/P - CARPORT
- CY - COURTYARD
- C.S. - CAR SPACE
- P - COVERED PATIO
- R - DENOTES ROOF OVER
- B - COVERED BALCONY
- PL - PROLONGATION OF FACE OF WALL
- PG - DENOTE PERGOLA (COMMON PROPERTY)

Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveying Act 2002

SURVEYOR'S REFERENCE: 116555T5(H)

Authorised Person / General Manager / Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 12 Sheets

SP73402

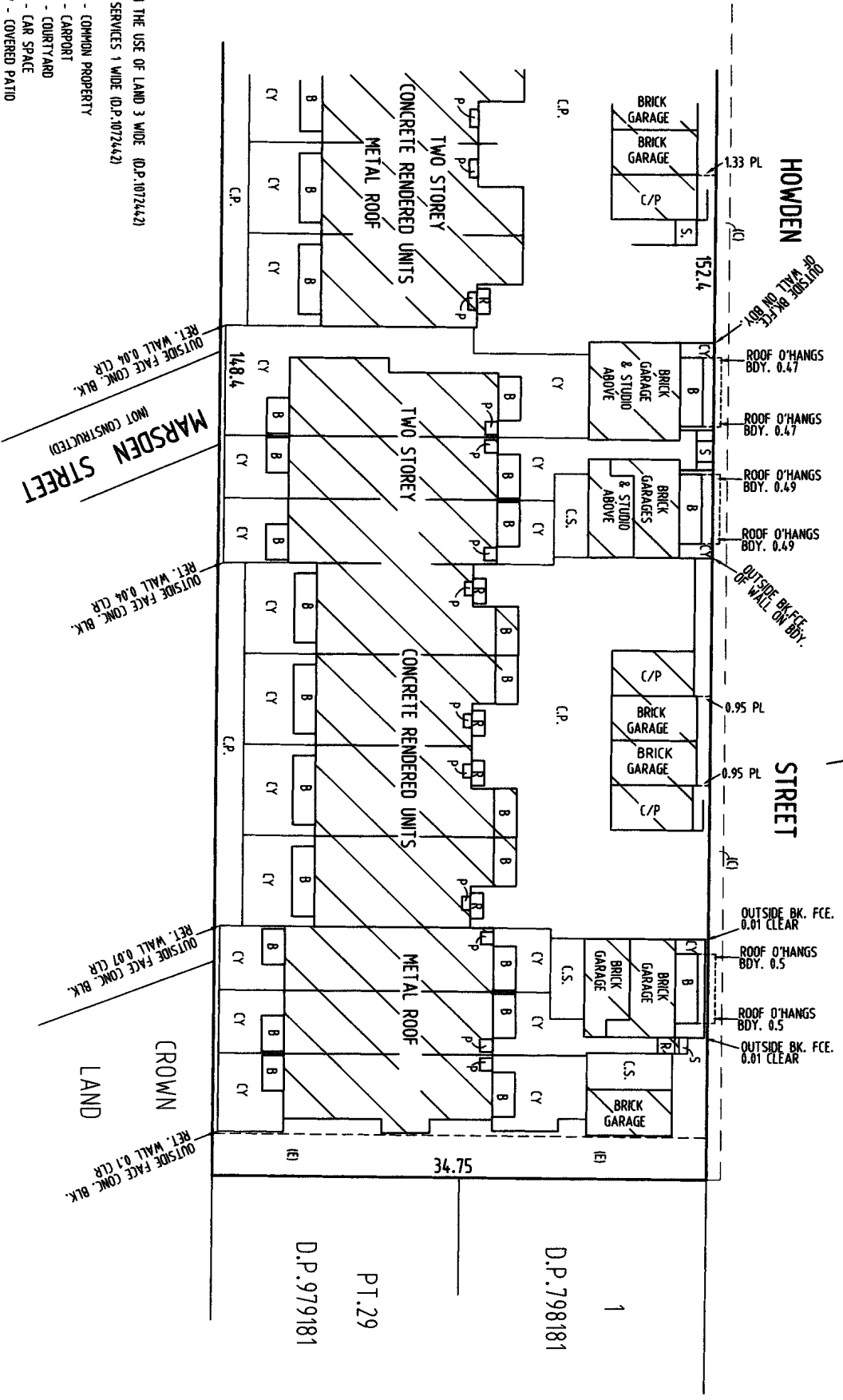
LOCATION PLAN

D.P.221965

1

M.C.A. Grid North

CONTINUED ON SHEET 4



(E) RESTRICTION ON THE USE OF LAND 3 WIDE (D.P.1072442)
(C) EASEMENT FOR SERVICES 1 WIDE (D.P.1072442)

- C.P. - COMMON PROPERTY
- C/P - CARPORT
- C.Y. - COURTYARD
- C.S. - CAR SPACE
- P - COVERED PATIO
- B - COVERED BALCONY
- R - DENOTE ROOF OVER
- S - DENOTE STEPS
- PL - PROLONGATION OF FACE OF WALL

Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveying Act 2002
T. 10/14

Authorised Person/General Manager/Registered Certifier
T. 10/14

SURVEYOR'S REFERENCE: 116555T5(H)

SP73402

PT.34
DEVELOPMENT LOT
(6235m²)
7302m² TOTAL

HOWDEN

STREET

27.82

PT.34
(1067m²)

15.35

PT.33

DEVELOPMENT LOT

SCALE 1:500

DIAGRAM

PL - PROLONGATION OF FACE OF WALL
└ - DENOTES RIGHT ANGLE

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP:1072442)
- (C) EASEMENT FOR SERVICES 1 WIDE (DP:1072442)
- (F) RESTRICTION ON THE USE OF LAND 2 WIDE (DP:1072442)
- (G) EASEMENT FOR ELECTRICITY SUBSTATION 3.3 WIDE (DP:1072442)
- (H) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (DP:1072442)
- (J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP:1072442)

NOTE :- ALL EASEMENTS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY AND COUNCIL APPROVAL.

- LOT 34 IS LIMITED IN HEIGHT FROM 15m BELOW TO 35m ABOVE THE UPPER SURFACE OF THE GROUND FLOOR LIVING AREA OF LOT 1.

Reduction Ratio 1:500

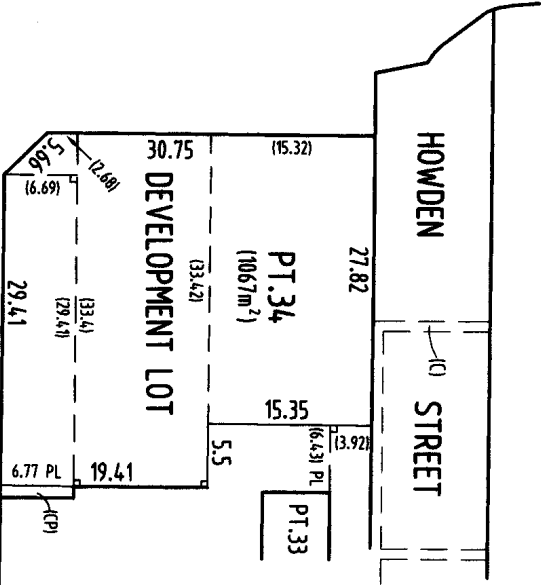
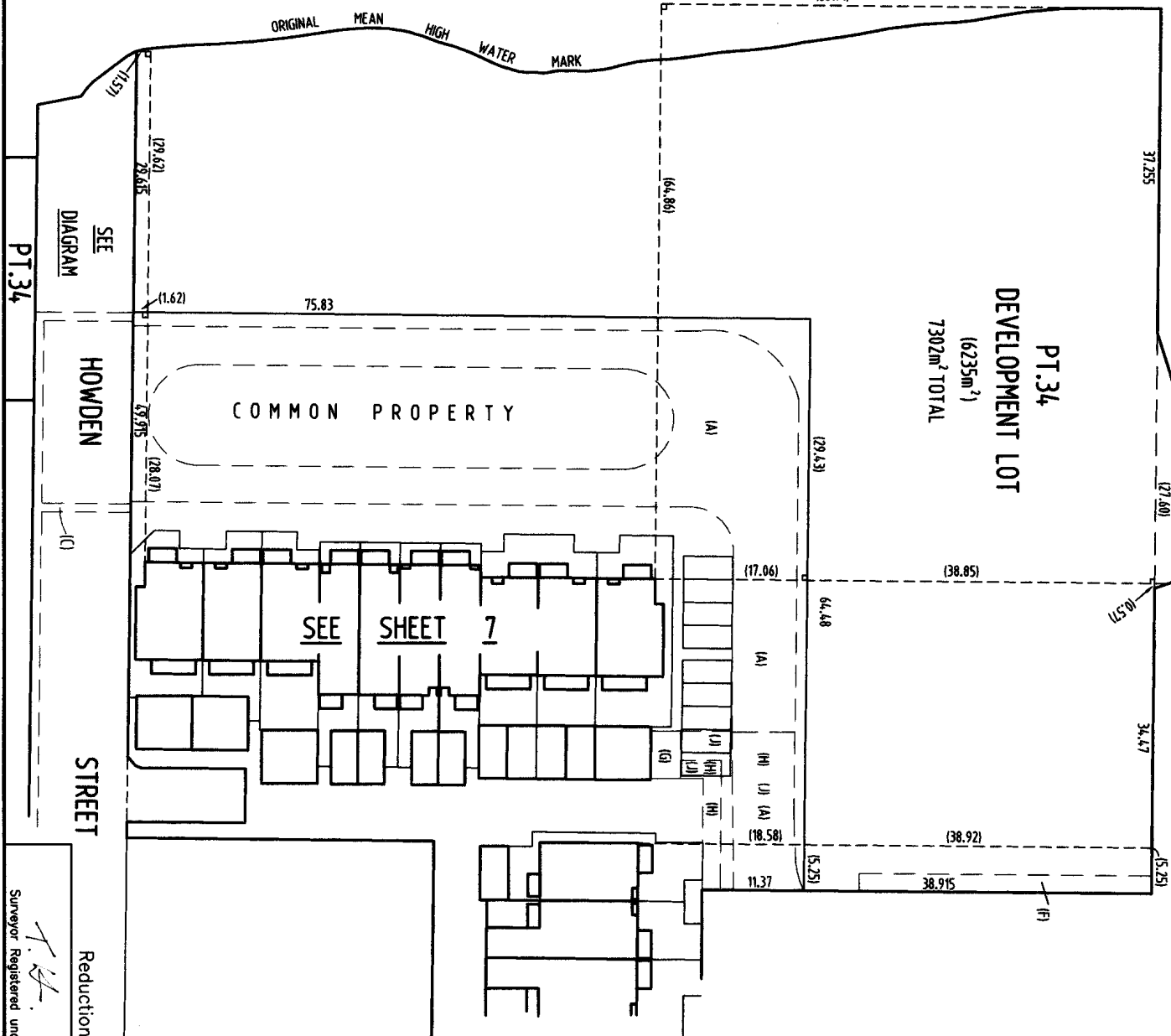
Lengths are in metres

SEE
DIAGRAM
PT.34
HOWDEN
STREET

Surveyor Registered under Surveying Act 2002
1.4.10'9'4

Authorised Person/General Manager/Assessed-Confidant
Hayden

SURVEYOR'S REFERENCE: 11655515(H)

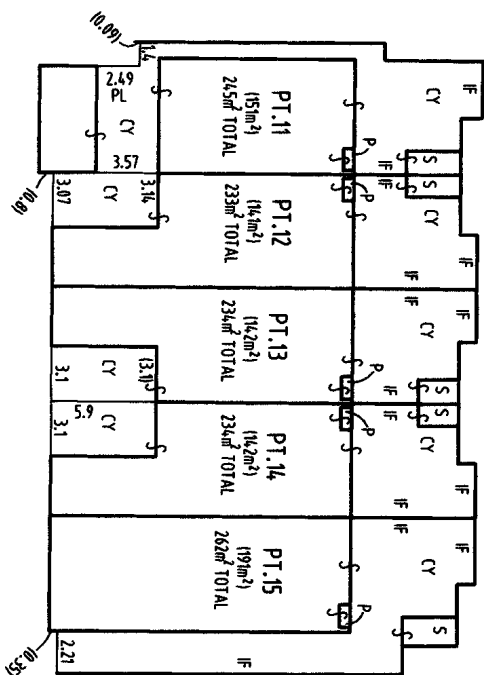
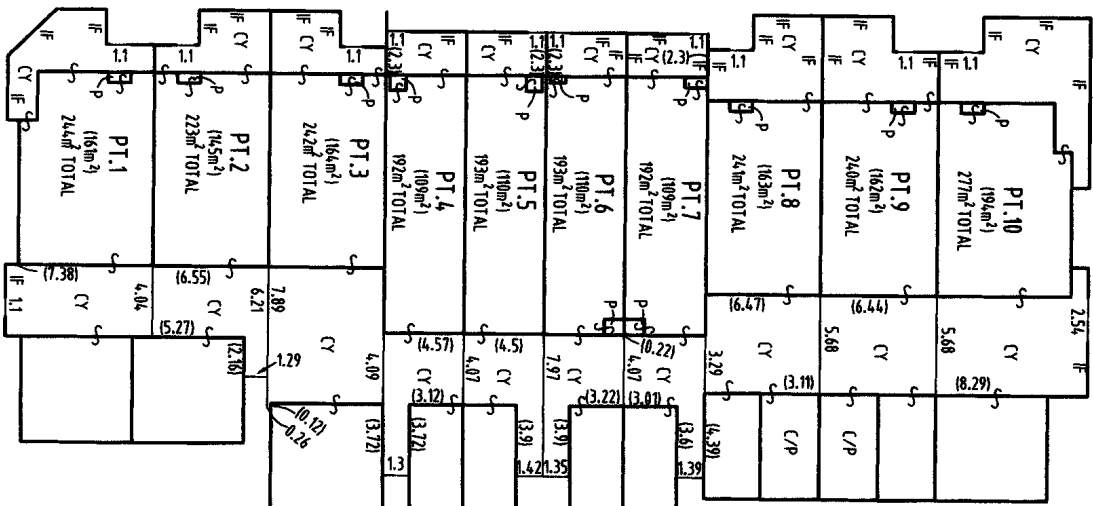


GROUND FLOOR

M.C.A. Grid North

SEE DIAGRAM

PT.17 C.S.	PT.4 C.S.
PT.7 C.S.	PT.14 C.S.
PT.6 C.S.	PT.13 C.S.
PT.5 C.S.	PT.12 C.S.
	PT.11 C.S.



2.66	PT.17	2.61	PT.7	2.61	PT.6	2.66	PT.5
(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.

2.62	PT.4	2.62	PT.14	2.62	PT.13	2.62	PT.12	2.62	PT.11
(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.	(5.5) IK	(14m²) C.S.

DIAGRAM

R.R. - 1,200

- NOTES - COURTYARDS ARE LIMITED IN HEIGHT FROM 3m BELOW TO 12m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE GROUND FLOORS EXCEPT WHERE COVERED.
- THE CARSPACES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOORS.
 - THE GAS UNIT CONSTRUCTED WITHIN COURTYARD WALLS ARE PART OF THE ADJOINING LOT AND ARE NOT COMMON PROPERTY.
 - THE BOUNDARIES OF THE CARPORTS ARE THE EDGE OF THE CONCRETE HARDSTAND.
 - THE TIMBER DECK WITHIN THE COURTYARD OF LOT 3 IS PART OF THE LOT AND NOT COMMON PROPERTY.
 - THE STEPS ARE LIMITED IN HEIGHT TO 2.5m ABOVE THEIR UPPER CONCRETE SURFACE.

- C/P - COVERED CARPORT
CY - COURTYARD
C.S. - CAR SPACE
P - COVERED PATIO
S - DENOTES STEPS
IK - DENOTES BOUNDARY OF CARSPACE IS INSIDE FACE OF CONCRETE KERB
IF - DENOTES BOUNDARY OF COURTYARD IS INSIDE FACE OF BRICK WALL
PL - DENOTES PROLONGATION OF FACE OF WALL

Reduction Ratio 1:300

Lengths are in metres

CONTINUED ON SHEETS 8 & 9

Surveyor Registered under Surveying Act 2002

Authorised Person/General Manager/Registered-Certifier

GROUND FLOOR

CONTINUED ON SHEET 7

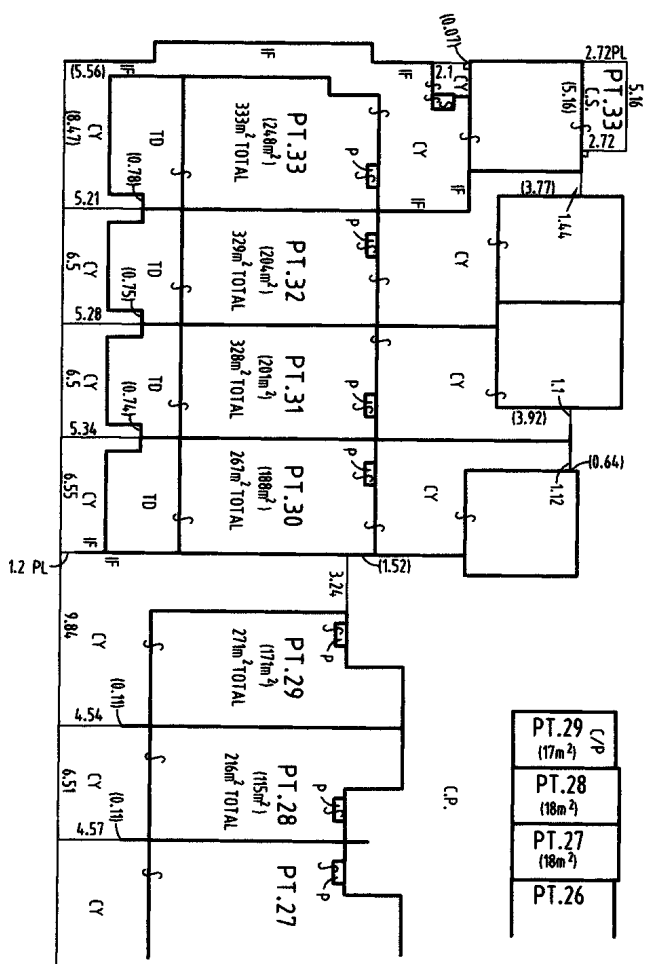
SP73402



NOTES - COURTYARDS ARE LIMITED IN HEIGHT FROM 3m BELOW TO 12m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE GROUND FLOORS EXCEPT WHERE COVERED.

- THE CARSPACES ARE LIMITED IN HEIGHT TO 2.5m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOORS.
- THE BOUNDARY OF THE CARPORT IS THE EDGE OF THE CONCRETE HARDSTAND
- THE TIMBERDECKS ARE LIMITED IN HEIGHT TO THE UNDER SIDE OF THE EAVE OR BALCONY THAT PARTLY COVERS THEM.
- THE STEPS ARE LIMITED IN HEIGHT TO 2.5m ABOVE THEIR UPPER CONCRETE SURFACE.

- IF - DENOTES INSIDE FACE OF WALL
- PL - PROLONGATION OF FACE OF WALL
- TD - DENOTES TIMBER DECK
- C.P. - COMMON PROPERTY
- CY - COURTYARD
- C.S. - CAR SPACE
- P - COVERED PATIO
- C/P - DENOTES COVERED CARPORT



CONTINUED ON SHEET 9

Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveying Act 2002

Authorised Person/General Manager/Notified Officer

SP73402

M.G.A. Grid North

The site plan shows the layout of the University of Illinois at Chicago campus. Key features include:

- Buildings:** Labeled with PT. numbers and areas. For example, PT. 28 (18m²), PT. 27 (18m²), PT. 26 (17m²), PT. 25 (231m²), PT. 24 (148m²), PT. 23 (133m²), PT. 22 (116m²), PT. 21 (155m²), PT. 20 (155m²), PT. 19 (116m²), PT. 18 (132m²), PT. 17 (146m²), PT. 16 (155m²), PT. 15 (155m²), PT. 14 (155m²), PT. 13 (155m²), PT. 12 (155m²), PT. 11 (155m²), PT. 10 (155m²), PT. 9 (155m²), PT. 8 (155m²), PT. 7 (155m²), PT. 6 (155m²), PT. 5 (155m²), PT. 4 (155m²), PT. 3 (155m²), PT. 2 (155m²), PT. 1 (155m²).
- Parking Lots:** Labeled with P, PL, or CY. Dimensions are provided for many lots, such as 10.09, 10.21, 10.23, 10.25, 10.27, 10.29, 10.31, 10.33, 10.35, 10.37, 10.39, 10.41, 10.43, 10.45, 10.47, 10.49, 10.51, 10.53, 10.55, 10.57, 10.59, 10.61, 10.63, 10.65, 10.67, 10.69, 10.71, 10.73, 10.75, 10.77, 10.79, 10.81, 10.83, 10.85, 10.87, 10.89, 10.91, 10.93, 10.95, 10.97, 10.99, 11.01, 11.03, 11.05, 11.07, 11.09, 11.11, 11.13, 11.15, 11.17, 11.19, 11.21, 11.23, 11.25, 11.27, 11.29, 11.31, 11.33, 11.35, 11.37, 11.39, 11.41, 11.43, 11.45, 11.47, 11.49, 11.51, 11.53, 11.55, 11.57, 11.59, 11.61, 11.63, 11.65, 11.67, 11.69, 11.71, 11.73, 11.75, 11.77, 11.79, 11.81, 11.83, 11.85, 11.87, 11.89, 11.91, 11.93, 11.95, 11.97, 11.99, 12.01, 12.03, 12.05, 12.07, 12.09, 12.11, 12.13, 12.15, 12.17, 12.19, 12.21, 12.23, 12.25, 12.27, 12.29, 12.31, 12.33, 12.35, 12.37, 12.39, 12.41, 12.43, 12.45, 12.47, 12.49, 12.51, 12.53, 12.55, 12.57, 12.59, 12.61, 12.63, 12.65, 12.67, 12.69, 12.71, 12.73, 12.75, 12.77, 12.79, 12.81, 12.83, 12.85, 12.87, 12.89, 12.91, 12.93, 12.95, 12.97, 12.99, 13.01, 13.03, 13.05, 13.07, 13.09, 13.11, 13.13, 13.15, 13.17, 13.19, 13.21, 13.23, 13.25, 13.27, 13.29, 13.31, 13.33, 13.35, 13.37, 13.39, 13.41, 13.43, 13.45, 13.47, 13.49, 13.51, 13.53, 13.55, 13.57, 13.59, 13.61, 13.63, 13.65, 13.67, 13.69, 13.71, 13.73, 13.75, 13.77, 13.79, 13.81, 13.83, 13.85, 13.87, 13.89, 13.91, 13.93, 13.95, 13.97, 13.99, 14.01, 14.03, 14.05, 14.07, 14.09, 14.11, 14.13, 14.15, 14.17, 14.19, 14.21, 14.23, 14.25, 14.27, 14.29, 14.31, 14.33, 14.35, 14.37, 14.39, 14.41, 14.43, 14.45, 14.47, 14.49, 14.51, 14.53, 14.55, 14.57, 14.59, 14.61, 14.63, 14.65, 14.67, 14.69, 14.71, 14.73, 14.75, 14.77, 14.79, 14.81, 14.83, 14.85, 14.87, 14.89, 14.91, 14.93, 14.95, 14.97, 14.99, 15.01, 15.03, 15.05, 15.07, 15.09, 15.11, 15.13, 15.15, 15.17, 15.19, 15.21, 15.23, 15.25, 15.27, 15.29, 15.31, 15.33, 15.35, 15.37, 15.39, 15.41, 15.43, 15.45, 15.47, 15.49, 15.51, 15.53, 15.55, 15.57, 15.59, 15.61, 15.63, 15.65, 15.67, 15.69, 15.71, 15.73, 15.75, 15.77, 15.79, 15.81, 15.83, 15.85, 15.87, 15.89, 15.91, 15.93, 15.95, 15.97, 15.99, 16.01, 16.03, 16.05, 16.07, 16.09, 16.11, 16.13, 16.15, 16.17, 16.19, 16.21, 16.23, 16.25, 16.27, 16.29, 16.31, 16.33, 16.35, 16.37, 16.39, 16.41, 16.43, 16.45, 16.47, 16.49, 16.51, 16.53, 16.55, 16.57, 16.59, 16.61, 16.63, 16.65, 16.67, 16.69, 16.71, 16.73, 16.75, 16.77, 16.79, 16.81, 16.83, 16.85, 16.87, 16.89, 16.91, 16.93, 16.95, 16.97, 16.99, 17.01, 17.03, 17.05, 17.07, 17.09, 17.11, 17.13, 17.15, 17.17, 17.19, 17.21, 17.23, 17.25, 17.27, 17.29, 17.31, 17.33, 17.35, 17.37, 17.39, 17.41, 17.43, 17.45, 17.47, 17.49, 17.51, 17.53, 17.55, 17.57, 17.59, 17.61, 17.63, 17.65, 17.67, 17.69, 17.71, 17.73, 17.75, 17.77, 17.79, 17.81, 17.83, 17.85, 17.87, 17.89, 17.91, 17.93, 17.95, 17.97, 17.99, 18.01, 18.03, 18.05, 18.07, 18.09, 18.11, 18.13, 18.15, 18.17, 18.19, 18.21, 18.23, 18.25, 18.27, 18.29, 18.31, 18.33, 18.35, 18.37, 18.39, 18.41, 18.43, 18.45, 18.47, 18.49, 18.51, 18.53, 18.55, 18.57, 18.59, 18.61, 18.63, 18.65, 18.67, 18.69, 18.71, 18.73, 18.75, 18.77, 18.79, 18.81, 18.83, 18.85, 18.87, 18.89, 18.91, 18.93, 18.95, 18.97, 18.99, 19.01, 19.03, 19.05, 19.07, 19.09, 19.11, 19.13, 19.15, 19.17, 19.19, 19.21, 19.23, 19.25, 19.27, 19.29, 19.31, 19.33, 19.35, 19.37, 19.39, 19.41, 19.43, 19.45, 19.47, 19.49, 19.51, 19.53, 19.55, 19.57, 19.59, 19.61, 19.63, 19.65, 19.67, 19.69, 19.71, 19.73, 19.75, 19.77, 19.79, 19.81, 19.83, 19.85, 19.87, 19.89, 19.91, 19.93, 19.95, 19.97, 19.99, 20.01, 20.0

P - COVERED PATIO

- THE STEPS ARE LIMITED IN HEIGHT TO 2.5m ABOVE THEIR UPPER CONCRETE SURFACE.

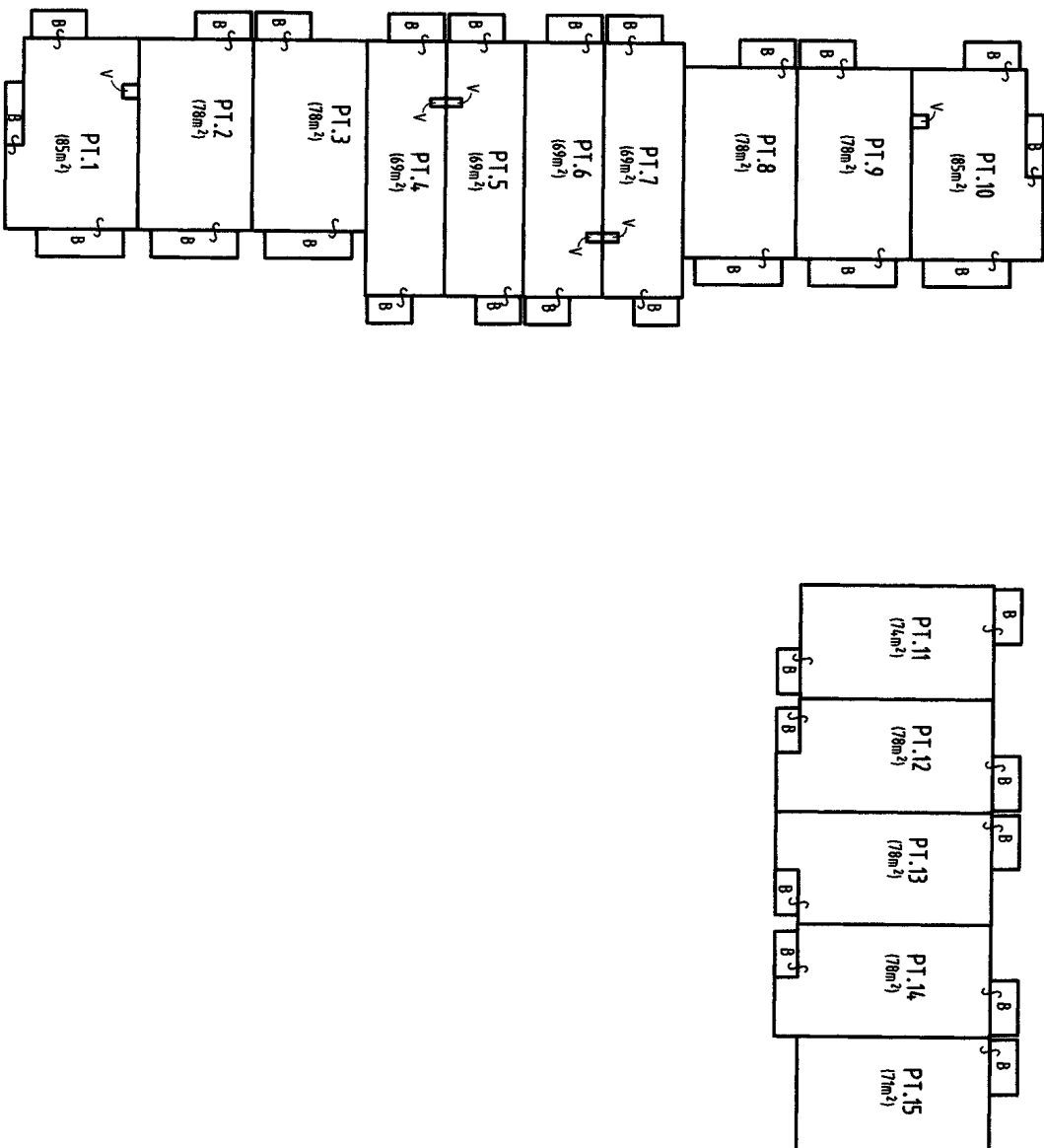
Lengths are in metres

Authorised Person/General Manager/Accredited Certifier

OFFICE USE ONLY

FIRST FLOOR

M.C.A. Grid North



CONTINUED ON SHEETS 11 & 12

Reduction Ratio 1:300

Lengths are in metres

B - DENOTES COVERED BALCONY
V - DENOTES VOID

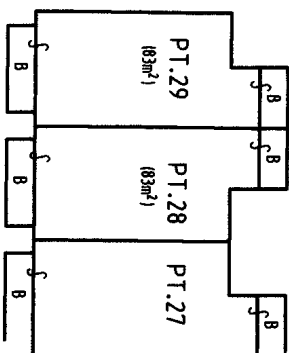
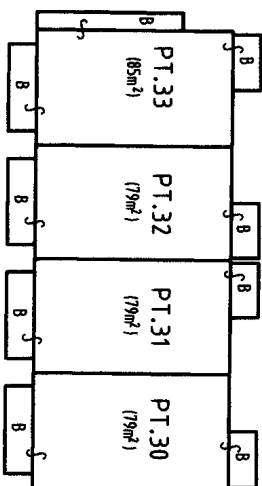
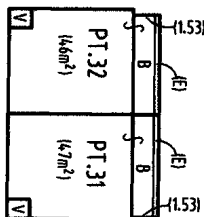
Surveyor Registered under Surveying Act 2002

Authorised Person/General Manager/Deelected-Geoffrey

SP73402

FIRST FLOOR

CONTINUED ON SHEET 10



CONTINUED ON SHEET 12

SP73402

OFFICE USE ONLY

B - DENOTES COVERED BALCONY
V - DENOTES VOID
(E) - THE PART OF THE BALCONY WHICH ENCRAGES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE OF THE ADJOINING LOTS. THE PROVISIONS OF THE ACT, APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.

Reduction Ratio 1:300

Lengths are in metres

T.G. 10/9/12
Surveyor Registered under Surveying Act 2002

Authorised Person/General Manager/ Accredited Geomatics

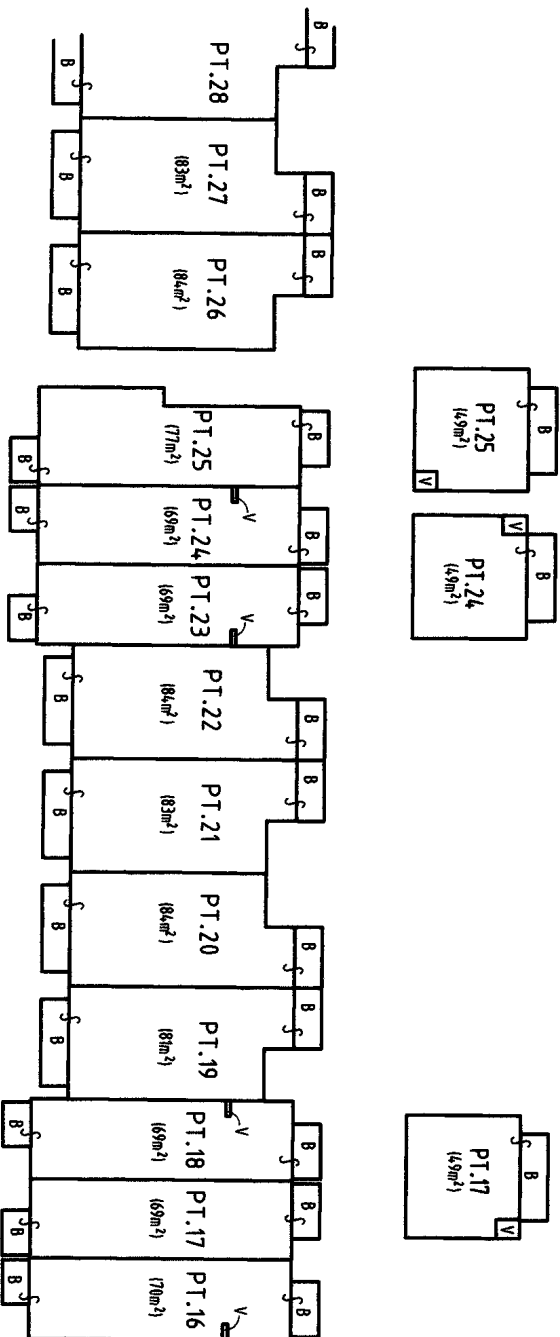
SURVEYOR'S REFERENCE: 116555T5(H)

FIRST FLOOR

SP73402



CONTINUED ON SHEET 11



B - DENOTES COVERED BALCONY
V - DENOTES VOID

Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveying Act 2002

Authorised Person/General Manager/Notarised Certifier

T. 10/9/14

10/9/14

SURVEYOR'S REFERENCE: 11655ST5(H)



LINE	BEARING	DISTANCE
1	219°16'05"	0.02 PO
2	239°13'05"	1.315 PO
3	14°19'20"	2.94 PO
4	20°58'20"	4.84 PO
5	13°09'05"	2.93 PO
6	0°37'	2.22 PO
7	11°11'05"	2.25 PO
8	2°41'20"	3.025 PO
9	356°21'45"	3.865 PO
10	4°38'35"	2.88 PO
11	4°30'45"	6.31 PO
12	359°29'35"	6.145 PO
13	184°38'05"	7.275 PO

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P. 10724/2)
(B) RIGHT OF FOOTWAY VARIABLE WIDTH (D.P. 10724/2)
(C) RESTRICTION ON THE USE OF LAND 3 WIDE (D.P. 10724/2)
(D) RESTRICTION ON THE USE OF LAND 2 WIDE (D.P. 10724/2)
(E) EASEMENT FOR ELECTRICITY SUBSTATION 33 WIDE (D.P. 10724/2)
(F) EASEMENT FOR ELECTRICITY SUBSTATION 33 WIDE (D.P. 10724/2)
(G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (D.P. 10724/2)
(H) LAND EXCLUDES MINERALS (AT48345)
(I) RESERVATIONS AND CONDITIONS (SEE CROWN GRANT)
(J) LAND EXCLUDES MINERALS & COVENANT (D.P. 1075092)

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
S.S.M.82724	S.S.M.192951	-0.564	DIFFERENTIAL LEVELLING
P.M.13438	S.S.M.192951	+0.015	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71			
MARK	AD VALUE	CLASS	ORDER
P.M.13438	1.634	L.B	L2
S.S.M.82724	1.065	L.B	L2
S.S.M.192951	1.649	L.D	MA

HEIGHT SCHEDULE			
MARK	AD VALUE	CLASS	ORDER
P.M.13438	1.634	L.B	L2
S.S.M.82724	1.065	L.B	L2
S.S.M.192951	1.649	L.D	MA

HEIGHT DATUM: AHD71			
MARK	AD VALUE	CLASS	ORDER
P.M.13438	1.634	L.B	L2
S.S.M.82724	1.065	L.B	L2
S.S.M.192951	1.649	L.D	MA

SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 70			
MARK	MG.A. CO-ORDINATES - ZONE	CLASS	ORDER
P.M.13438	384503.819	B	2
S.S.M.82724	384521.948	B	2
S.S.M.88108	384289.355	C	4
S.S.M.192951	384287.753	C	4
SOURCE	M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 22.11.19	PLATED	TRAY

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



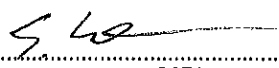
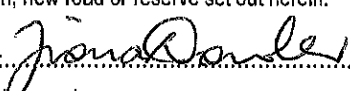
Surveyor: STEVEN MARINE WHITE
da Witt Consulting
Dated of Survey: 17/08/2018
Surveyor's Reference: 5688 2019PT000672

PLAN OF SUBDIVISION OF CP/S.P. 734.02

LGA: NEWCASTLE
Locality: CARRINGTON
Subdivision No: 9504
Lengths are in metres Reduction Ratio 1:600

Registered
21/07/2020

DP1250104

PLAN FORM 6 (2018)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of ⁴ 3 sheet(s)
Office Use Only Registered:  21/07/2020 Title System: TORRENS		Office Use Only DP1250104
PLAN OF SUBDIVISION OF CP/S.P.73402	LGA: NEWCASTLE Locality: CARRINGTON Parish: NEWCASTLE County: NORTHUMBERLAND	
Survey Certificate I, STEVEN WAYNE WHITE of de Witt Consulting, P.O. Box 850 CHARLESTOWN 2290 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on or *(b) The part of the land shown in the plan (*being/*excluding ** LOT 102 was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on 17/8/18. the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: "X" - "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 17/08/2018... Surveyor Identification No: 8270 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, FIONA DOWLER *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Newcastle City Council Date of endorsement: 28th AUGUST 2019 Subdivision Certificate number: 9504 File number: DA2012/1326 *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation D.P.740498 D.P.839260 D.P.858125 D.P.1072442 S.P.75115	Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 5688 2019M7100(872)	Signatures seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered



21/07/2020

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF CP/S.P.73402

DP1250104

Subdivision Certificate number : **9504**
Date of Endorsement : **28th AUGUST 2019**

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- *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.*

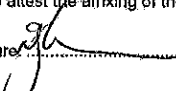
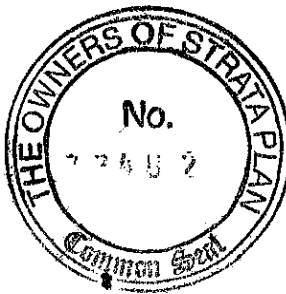
STREET ADDRESS SCHEDULE

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
101	CP	2	FORBES	STREET	CARRINGTON
102		2	ROBERTSON	STREET	CARRINGTON

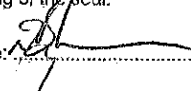
If space is insufficient use additional annexure sheet

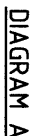
Surveyor's Reference: 5688 2019M7100(872)

ePlan

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet ³ 2 of ⁴ 3 sheet(s)	
Registered  21/07/2020		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF CP/S.P.73402		DP1250104			
Subdivision Certificate number : 9504					
Date of Endorsement : 28th August 2019		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • 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.			
9504					
28th AUGUST 2019 Approved Form 13 Certificate of Owners Corporation Special Resolution The owners corporation certifies that on ^{9/10/2019}....., it passed a special resolution, pursuant to the <i>Strata Schemes Development Act 2015</i>, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 <i>Strata Schemes Management Act 2015</i> authorising the registration of the dealing. Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) <i>Strata Schemes Development Act 2015</i>. The seal of The Owners - Strata Plan No. ⁷³⁴⁰²..... was affixed on ^{24/6/19}..... in the presence of the following person(s) authorised by section 273 <i>Strata Schemes Management Act 2015</i> to attest the affixing of the seal. X Signature:  Name: <u>Denise Broughton</u> Authority: <u>Strata Manager</u> X Signature: Name: Authority: * Insert appropriate date  For and on behalf of the owners corporation. If space is insufficient use additional annexure sheet Surveyor's Reference: 5688 2019M7100(872)					

ePlan

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet ⁴ 3 of ⁴ 3 sheet(s)
Registered  21/07/2020	Office Use Only	Office Use Only	
PLAN OF SUBDIVISION OF CP/S.P.73402		DP1250104	
Subdivision Certificate number : 9504 Date of Endorsement : 28th AUGUST 2019		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • 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.	
Approved Form 23 Attestation The common seal of the Owners - Strata Plan No 73402 was affixed on 24/6/19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal. X Signature:  Name: Denise Bryson Authority: Strata Manager X Signature: _____ Name: _____ Authority: _____ [^] Insert appropriate date  For and on behalf of the owners Corporation.  If space is insufficient use additional annexure sheet Surveyor's Reference: 5688 2019M7100(872)			



D.H. - DENOTES DRILL HOLE ON CONCRETE KEREL

- (A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (C) EASEMENT FOR SERVICES 1 WIDE
- (E) RESTRICTION ON THE USE OF LAND 3 WIDE
- (F) RESTRICTION ON THE USE OF LAND 2 WIDE
- (G) EASEMENT FOR ELECTRICITY SUBSTATION 3.3 WIDE
- (H) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE
- (I) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

SHORT LINE AND ARC TABL		
LINE	READING	ARC

Registered: 01.12.2004

dated	2	of my pen	2	sheets
I	is	sheet		

Surveyor registered under the Surveying Act, 2002

This is sheet 2 of my plan of 2
covered by my Certificate No. 762
of 10-11-2004

Authorized Person/General Manager/Resident Controller

SURVEYORS REFERENCE: 11655DP-3(F)



R.P. 13.
New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

D775092

FEES:—

Lodgment ...

Endorsement ...

Certificate ...

THE SCOTTISH AUSTRALIAN MINING COMPANY LIMITED

(Trusts must not be disclosed in the transfer.)

If a less estate strikes "in fee simple" and meaning the required alteration.



F 16 12 47 C

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of **TWO HUNDRED AND FIFTY POUNDS** (£250—) (the receipt whereof is hereby acknowledged) paid to it by

G. H. VARLEY PTY. LIMITED

(herein called transferee)

do hereby transfer to the said transferee

ALL such ~~its~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Northumberland	Newcastle	Part	1539	160	And being the residue in the said Certificate of Title after deposited plan 4300 and being the land edged Red in plan hereunto annexed marked

EXCEPTING AND RESERVING unto the Transferrer its sequels in title and assigns all minerals mines veins seams and beds of coal in and under the land transferred Together with all underground rights of way and easements necessary to enable the Transferrer and its assigns to work and carry away the minerals under the land transferred and any other land of the Transferrer adjoining or in the vicinity thereof) And the Transferee so as to bind itself its successors and assigns as well as the said land DOTH HEREBY COVENANT PROMISE AND AGREE with the said Transferrer its successors and assigns in terms of Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions as contained in and endorsed upon the said Certificate of Title.

Signed at Sydney the first day of December 19 47.
We hereby certify that the Official Seal of the SCOTTISH AUSTRALIAN MINING COMPANY LIMITED was affixed hereto on 1st day of December 1947 at Sydney in the State of New South Wales by the undersigned James Robert McPherson and James Robert McPherson the duly constituted Attorneys of the said Company in the presence of:—

James Robert McPherson

James Robert McPherson
Transferrer

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, or a Commissioner for Affidavits, to whom the Transferrer is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

The Common Seal of G.H. VARLEY PTY. LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of the Director who has signed this instrument and

James Robert McPherson
Secretary

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

James Robert McPherson
Director
Transferee.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the Transferee, the Solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign in own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

LODGED BY

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. 11, 11/11/11
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that they have no notice of the revocation of the Power of Attorney registered No. 31326 Miscellaneous Register under the authority of which they have just executed the within transfer.

Signed at Sydney the first day of December 1947.
Signed in the presence of—
D. H. Robinson J.P. }
Gregory

i Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand
nine hundred and forty the attesting witness to this instrument,
and declared that he personally knew the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and

j May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

that he was of sound mind and freely and voluntarily signed the same.

INDEXED
4 NOV 1948

BY
CHECKED BY

MEMORANDUM OF TRANSFER of

Acres roods 9 3/4 perches.
Part of Plot 24 A as shown in plan annexed
Lockes St. at Carrington
Shire City of Greater Newcastle
Municipality (excepting mines of Coal etc. subject to Council to Council)
Parish G. H. Varley Pty. Limited Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr. M't'gor, etc.
<u>annexed 'A'</u>	<u>✓</u>	
<u>Plan & contract</u>	<u>✓</u>	

Particulars entered in Register Book, Vol 539 Fol 160

the 1st day of November 1947
at minutes 12 o'clock in the noon.

J. Wells

Registrar



PROGRESS RECORD.

	Initials.	Date.
ent to Survey Branch...	<u>D</u>	<u>5-11</u>
Received from Record...	<u>RA</u>	<u>12-10-48</u>
Draft written ...	<u>RA</u>	<u>11-10-48</u>
Draft examined...	<u>RA</u>	<u>11-10-48</u>
Diagram prepared ...	<u>RA</u>	<u>11-10-48</u>
Diagram examined ...	<u>RA</u>	<u>11-10-48</u>
Draft forwarded ...	<u>RA</u>	<u>11-10-48</u>
Supt. of Engrossers ...	<u>RA</u>	<u>11-10-48</u>
Cancellation Clerk ...	<u>RA</u>	<u>11-10-48</u>
VOL. <u>5920</u>	FOL. <u>30</u>	
Diagram Fees ...		
Additional Folios ...		

If parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office; or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

FOR DEPARTMENTAL USE.

EXTRA FEES
Diagram
Extra Folios

" A "

THIS is the Annexure marked "A" mentioned and referred to in Memorandum of Transfer dated 1st day of December 1947 from THE SCOTTISH AUSTRALIAN MINING COMPANY LIMITED to G. H. VARLEY PTY. LIMITED.

1.-The Transferree so as to bind itself its successors and assigns HEREBY for the benefit of the adjoining land of the Transferor being the balance of the land comprised in Certificate of Title registered Volume 1539 Folio 160 but only during the ownership thereof by the Transferor its successors and assigns other than Purchasers on sale COVENANTS with the Transferor its successors and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Transferor its successors and assigns and that the Transferree its successors and assigns will repair and maintain any such fence at its and their own expense and will not call upon the Transferor for any contribution towards the costs if any of such repairs or maintenance PROVIDED that any consent to such erection shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferree its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND these restrictions may be released varied or modified by the owner or owners for the time being of such adjoining land.

2.-That the Transferor Company its successors and assigns or other the registered proprietor for the time being of the land adjoining the land transferred as aforesaid shall not be liable to the Transferree its successors or assigns or other the registered proprietor for the time being of the land transferred for any subsidences which may have already or which may hereafter take place on or under the land transferred or on any other land adjacent thereto or in the vicinity thereof or for any damage or nuisance occasioned thereby.

Pursuant to Section 88 of the Conveyancing Act 1919-1943 it is hereby declared:

- 1.-That the land to which the benefit of the foregoing restrictive covenants and/or easements is intended to be appurtenant is the balance of the land comprised in Certificate of Title Volume 1539 Folio 160 other than the land hereby transferred
- 2.-That the land which is subject to the burden of such covenants and/or easements is the whole of the land comprised in this Transfer.
- 3.-That the Transferor Company its successors or assigns are the parties by whom or by whose consent the said covenants and/or easements may be released varied or modified.

THE COMMON SEAL of G. H. VARLEY
PTY. LIMITED was hereunto affixed
by authority of a resolution of the
Board of Directors in the presence
of the Director who has signed this
instrument and

Secretary.

G. H. Varley

Director

Transferree

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act 1919.**

Lengths are in metres

(Sheet 1 of 12 Sheets)

DP1072442

Plan of Subdivision of Lot 10 in Deposited Plan
1064311, Lots 21 and 22 in Deposited Plan
740498 and Lot 32 in Deposited Plan 858125
and Easement for Services 1 wide within
Howden Street covered by Subdivision
Certificate No.

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

TASK DEVELOPMENTS PTY LIMITED
ABN 83 097 908 159
c/- 3/172 Scenic Drive
Merewether Heights NSW 2291

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s) or authority:	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriage Way variable width	100	The Council of the City of Newcastle
2	Easement for Services 1 wide	The Council of the City of Newcastle	100
3	Positive Covenant	100	The Council of the City of Newcastle
4	Restriction on the Use of Land 3 wide	100	The Council of the City of Newcastle
5	Restriction on the Use of Land 2 wide	100	The Council of the City of Newcastle
6	Easement for Electricity Sub Station 3.3 wide	100	Energy Australia
7	Easement for Electricity Purposes 2 wide	100	Energy Australia
8	Right of Carriage way variable width	100	Energy Australia

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities



Lengths are in metres

(Sheet 2 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan
1064311, Lots 21 and 22 in Deposited Plan
740498 and Lot 32 in Deposited Plan 858125
and Easement for Services 1 wide within
Howden Street covered by Subdivision
Certificate No.

DP1072442

Part 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan:

- 1.1 The body or person having the benefit of this easement and every person authorised by it may by any reasonable means go, pass and repass at all times for all purposes with or without vehicles over the lot burdened but only within the site of this easement.
- 1.2 The public and an owner and any person entitled to possession of any part of any land who needs to pass across the site of this easement to get to or from its land are authorised persons within the meaning of this clause for the purposes of access and thoroughfare.
- 1.3 The body or person having the benefit of this easement and every person authorised by it shall exercise the rights hereby granted so as not to interfere unduly and unreasonably with the rights of the owner of the lot burdened or with its use of that area of the lot burdened not subject to this easement.
- 1.4 The body or person having the benefit of this easement and every person authorised by it when entering upon the lot burdened pursuant to the rights granted by this easement shall do so at their own risk and that body or person hereby releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities whatsoever which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuant of the rights hereby granted or arising in any way from the exercise of the rights hereby granted other than where the accident or damage to property, death or injury is caused solely by the negligence of the owner of the lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan:

The Council of the City of Newcastle

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan:

- 2.1 The owner of the lot benefited may:

Lengths are in metres

(Sheet 3 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan 1064311, Lots 21 and 22 in Deposited Plan 740498 and Lot 32 in Deposited Plan 858125 and Easement for Services 1 wide within Howden Street covered by Subdivision Certificate No.

DP1072442

- (a) provide domestic services supplied by the relevant body through the land owned by the Authority burdened, but only within the site of this easement; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the land owned by the Authority burdened;
 - (ii) taking anything on to the land owned by the Authority burdened; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

2.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Authority burdened in relation to the site of this easement;
- (c) cause as little damage as is practicable to the land owned by the Authority burdened and any improvement on it;
- (d) restore the land owned by the Authority burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

2.3 The owner of the lot benefited is responsible for the maintenance and all associated costs of the pipes, poles, wires, cables, conduits, structures and equipment within the site of this easement. Two days written notification is to be provided to the Authority burdened prior to any road works being commenced except in the case of emergency.

2.4 The Authority burdened is authorised by the owner of the lot benefited to carry out emergency repairs to the road works, poles, wires, cables, conduits, structures and equipment within the easement with all reasonable associated costs incurred being borne by the owner of the lot benefited including reinstatement of the road to its condition immediately prior to the commencement of the works.

2.5 The owner of the lot benefited must take out and maintain a public insurance policy to the value of \$10 million which must be increased annually in accordance with the "Consumer Price Index".

2.6 "Consumer Price Index" means the Consumer Price Index (All Groups) weighted average of the eight Australian capital cities published by the Australian Bureau of Statistics. If that index no

Lengths are in metres

(Sheet 4 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan 1064311, Lots 21 and 22 in Deposited Plan 740498 and Lot 32 in Deposited Plan 858125 and Easement for Services 1 wide within Howden Street covered by Subdivision Certificate No.

DP1072442

longer exists then "Consumer Price Index" means an index that the President of the Australian Property Institute (NSW Division) decides best reflects changes in the cost of living in Australia.

2.7 For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

2.8 This easement may only be varied or released after the party requesting the variation or release has received written consent from the Authority burdened and the owner of the lot benefited.

Name of person(s) empowered to release, vary or modify restriction or positive covenant numbered 2 in the plan:

The Council of the City of Newcastle and the owner of the lot benefited jointly

3 Terms of easement, profit à prendre, restrictions or positive covenant numbered 3 in the plan:

3.1 The owner of the lot burdened must maintain the effectiveness and keep a copy of the Flood Emergency Response Plan approved by the body having benefit of this covenant available for review by any person entitled to possession of any part or all of the lot burdened.

3.2 The owner of the lot burdened must ensure:

- (a) that the Site Management Plan is complied with;
- (b) a copy of the Site Management Plan is made available to all persons entitled to receive a copy;
- (c) that all necessary consents are obtained in accordance with the Site Management Plan before carrying out any works on the lot; and
- (d) that such works undertaken on the lot are in compliance with the Site Management Plan.

3.3 The owner of the lot burdened must assist the owners corporation with the administration of the Site Management Plan.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 in the plan:

The Council of the City of Newcastle

Lengths are in metres

(Sheet 5 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan 1064311, Lots 21 and 22 in Deposited Plan 740498 and Lot 32 in Deposited Plan 858125 and Easement for Services 1 wide within Howden Street covered by Subdivision Certificate No.

DP1072442

4 Terms of easement, profit à prendre, restrictions or positive covenant numbered 4 in the plan:

4.1 The owner of the lot burdened and any person authorised by them including without limitation, agents, contractors, licensees and invitees of the owner or occupier of the lot burdened shall not, within the site of this easement, do or allow to be done, anything which may or will:

- (a) alter the surface levels of the over land flow path; or
- (b) cause, allow or effect construction of a solid panel fencing across the overland flow path or block the path in any way so as to stop the flow of flood waters.

4.2 Notwithstanding anything contained in clause 4.1 of this restriction, the following shall not constitute a non-compliance with this restriction:

- (a) where such contravention is temporary and arises out of the development or redevelopment of the lot burdened where the body or person having the benefit of this easement and any person authorised by it, acting reasonably, have consented to that development or redevelopment and the temporary contravention of this restriction; or
- (b) the mere fact of a change of the use of the lot burdened provided that there is no activity or development or redevelopment conducted pursuant to that use that would constitute a non-compliance with this restriction.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 4 in the plan:

The Council of the City of Newcastle

5 Terms of easement, profit à prendre, restrictions or positive covenant numbered 5 in the plan:

5.1 The owner of the lot burdened and any person authorised by them including without limitation, agents, contractors, licensees and invitees of the owner or occupier of the lot burdened shall not, within the site of this easement being an area limited in height to an upper limit of 2.4 metres Australian Height Datum (A.H.D.), do or allow to be done, anything which may or will:

- (a) alter the surface levels of the over land flow path; or

Lengths are in metres

(Sheet 6 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan 1064311, Lots 21 and 22 in Deposited Plan 740498 and Lot 32 in Deposited Plan 858125 and Easement for Services 1 wide within Howden Street covered by Subdivision Certificate No.

DP1072442

- (b) cause, allow or effect construction of a solid panel fencing across the overland flow path or block the path in any way so as to stop the flow of flood waters.

5.2 Notwithstanding anything contained in clause 5.1 of this restriction, the following shall not constitute a non-compliance with this restriction:

- (a) where such contravention is temporary and arises out of the development or redevelopment of the lot burdened where the body or person having the benefit of this easement and any person authorised by it, acting reasonably, have consented to that development or redevelopment and the temporary contravention of this restriction; or
- (b) the mere fact of a change of the use of the lot burdened provided that there is no activity or development or redevelopment conducted pursuant to that use that would constitute a non-compliance with this restriction.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 5 in the plan:

The Council of the City of Newcastle

6 Terms of easement, profit à prendre, restrictions or positive covenant numbered 6 in the plan:

6.1 Full and free right, leave, liberty and licence for Energy Australia, its successors and assigns, and their officers, servants, agents, contractors and employees and all other persons authorised by it or them to act on its or their behalf:

- (a) to erect, construct, place, install, inspect, alter, repair, renew, maintain and use upon the lot burdened, but only within the site of this easement, electricity transmission conductors, mains, wires, connections, cables, and other ancillary work including a substation and supports therefore on or beneath the surface of the site of this easement for the transmission of electricity (the ownership of all of such works being vested in Energy Australia absolutely);
- (b) to cause or permit electricity to flow or to be transmitted through the said substation and along the said conductors, mains, wires, connections, cables and other ancillary works and supports therefore;
- (c) to enter and be on the lot burdened but only within the site of this easement with or without vehicles and plant and equipment for the purposes of exercising any right, leave, liberty or licence granted hereunder;
- (d) to cut, trim or lop trees, branches and other growth or foliage which now or at any time

Lengths are in metres

(Sheet 7 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan 1064311, Lots 21 and 22 in Deposited Plan 740498 and Lot 32 in Deposited Plan 858125 and Easement for Services 1 wide within Howden Street covered by Subdivision Certificate No.

DP1072442

hereafter may overhang, encroach or be in or on the lot burdened and which in the reasonable opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder in respect to the site of this easement;

- (e) to enter upon adjoining land owned by the proprietor of the lot burdened its successors and assigns from time to time but only for the purposes of exercising the rights hereby granted and performing their obligations under this easement to gain access to the site of this easement within the lot burdened.

6.2 The owner of the lot burdened hereby covenants with Energy Australia:

- (a) that it will not do or knowingly suffer to be done any act or thing which may interfere with, injure, damage or destroy the said substation, conductors, mains, wires, connections, cables and other ancillary works and supports therefore or obstruct, prevent or interfere with the free flow of electricity within the site of this easement; and
- (b) it will not erect, place, alter or permit the erection, placing or alteration of any plant, equipment, structure or apparatus within the site of this easement without the prior written consent of Energy Australia PROVIDED THAT such permission shall not be unreasonably withheld.

6.3 The body having the benefit of this easement hereby covenants with the owner of the lot burdened that it must:

- (a) do everything reasonably necessary to obviate the risk of injury and death to persons and property being on the burdened lot or any adjoining property when exercising their rights and performing their obligations under this easement;
- (b) at all times and at its own expense keep the said substation, conductors, mains, wires, connections, cables and other ancillary works and supports therefore in a proper and efficient state of repair;
- (c) do as little damage as possible to the burdened lot or any adjoining property and any improvements thereon when exercising their rights and performing their obligations under this easement and shall forthwith make good such damage occasioned thereby and will make just compensation for all damage which has not been made good within a reasonable time;
- (d) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened and will not unduly impede the full and uninterrupted use of the owner of the lot burdened (so far as is consistent with this easement); and
- (e) will promptly comply with any relevant laws or regulations relating to noise or vibration including any notices or requirements of any local or other authority.

6.4 For the consideration aforesaid Energy Australia covenants with the owner of the lot burdened, its

Lengths are in metres

(Sheet 8 of 12 Sheets)

Plan:

DP1072442

Plan of Subdivision of Lot 10 in Deposited Plan 1064311, Lots 21 and 22 in Deposited Plan 740498 and Lot 32 in Deposited Plan 858125 and Easement for Services 1 wide within Howden Street covered by Subdivision Certificate No.

successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus used for the transmission of electric current or of the rights within the site of this easement hereby created by any person or persons employed by or acting on behalf of or for or claiming under Energy Australia and that Energy Australia will at its own cost and charge pay for all damage and injury arising to the owner of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

- 6.5 If Energy Australia decommissions the substation in respect of which this easement was created, then the owner of the lot burdened may insist that this easement be extinguished and Energy Australia must comply with such request.
- 6.6 The body or person having the benefit of this easement and every person authorised by it when entering upon the lot burdened pursuant to the rights granted by this easement shall do so at their own risk and that body or person hereby releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuant of the rights hereby granted or arising in any way from the exercise of the rights hereby granted other than where the accident, damage to property, death or injury is caused solely by the negligence of the owner of the lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 in the plan:

Energy Australia its successors or assignees

7 Terms of easement, profit à prendre, restrictions or positive covenant numbered 7 in the plan:

- 7.1 The owner of the lot burdened grants the full right, leave, liberty and licence for Energy Australia, its successors and assigns, and their officers, agents, servants, contractors and employees and all other persons authorised by it or them:
- (a) to act on its or their behalf to lay down, erect, construct, install, place, replace, repair, renew, inspect, maintain, excavate and remove underground electric, mains, conductors, wires, connections, cables and other ancillary works and supports therefore and any other such apparatus to enable the uninterrupted transmission and passage of electric current within the site of this easement and for the purposes incidental thereto over the lot burdened but only within the site of this easement together with the right for Energy Australia, its servants, agents, contractors and employees either with or without vehicles to enter into and upon the lot burdened or any part thereof but only for the purposes of exercising the rights hereby granted and performing their obligations under this easement; and

Lengths are in metres

(Sheet 9 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan
1064311, Lots 21 and 22 in Deposited Plan
740498 and Lot 32 in Deposited Plan 858125
and Easement for Services 1 wide within
Howden Street covered by Subdivision
Certificate No.

DP1072442

(b) to cut, trim or lop trees, branches and other growth or foliage which now or at any time hereafter may overhang, encroach or be in or on the lot burdened and which in the reasonable opinion of Energy Australia may be likely to interfere with any right, leave, liberty or licence granted hereunder in respect to the site of this easement.

7.2 In exercising its rights under this easement Energy Australia shall not permit or suffer any person other than its officers, servants, agents, contractors and employees aforesaid or any other person authorised by them to enter in or upon the lot burdened within the site of this easement.

7.3 Except where Energy Australia, its successors and assigns, and their officers, agents, servants, contractors and employees and all other persons authorised by it or them to act on its or their behalf in the course of exercising its rights hereunder removes, damages, breaks or destroys any existing fence or fences any part thereof on the lot burdened, Energy Australia shall not be under any obligation or in any way be bound to erect, place or maintain any fence or fences on the boundaries or any other part or parts of the lot burdened.

7.4 The owner of the lot burdened hereby covenants with Energy Australia:

(a) that it will not do or knowingly suffer to be done any act or thing which may interfere with, injure, damage or destroy the said substation, conductors, mains, wires, connections, cables and other ancillary works and supports therefore or obstruct, prevent or interfere with the free flow of electricity within the site of this easement; and

(b) it will not erect, place, alter or permit the erection, placing or alteration of any plant, equipment, structure or apparatus within the site of this easement without the prior written consent of Energy Australia PROVIDED THAT such permission shall not be unreasonably withheld.

7.5 For the consideration aforesaid Energy Australia covenants with the owner of the lot burdened, its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus used for the transmission of electric current or of the rights within the site of this easement hereby created by any person or persons employed by or acting on behalf of or for or claiming under Energy Australia and that Energy Australia will at its own cost and charge pay for all damage and injury arising to the owner of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

7.6 The owner of the lot burdened covenants with Energy Australia that it will not knowingly do or suffer to be done without the consent of Energy Australia the alteration or permit the alteration of the existing surface levels of the site of the easement nor will it without the like consent erect or permit to be erected any structure on, above, below or within the site of the easement.

7.7 If Energy Australia its successors or assignees decommissions the substation or substations in respect of which this easement was created and accordingly has no further requirement to cause

Lengths are in metres

(Sheet 10 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan
1064311, Lots 21 and 22 in Deposited Plan
740498 and Lot 32 in Deposited Plan 858125
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Howden Street covered by Subdivision
Certificate No.

DP1072442

the uninterrupted transmission and passage of electric current within the site of this easement, then the owner of the lot burdened may insist that this easement be extinguished and Energy Australia must comply with such request.

- 7.8 The body or person having the benefit of this easement and every person authorised by it when entering upon the lot burdened pursuant to the rights granted by this easement shall do so at their own risk and that body or person hereby releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuant of the rights hereby granted or arising in any way from the exercise of the rights hereby granted other than where the accident, damage to property, death or injury is caused solely by the negligence of the owner of the lot burdened.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 in the plan:

Energy Australia its successors or assignees

8 Terms of easement, profit à prendre, restrictions or positive covenant numbered 8 in the plan:

- 8.1 Energy Australia its successors and assigns, and their officers, agents, servants, contractors and employees and all other persons authorised by it or them to act on its or their behalf may by any reasonable means pass across the site of the easement for the purposes of exercising or performing any of its powers, authorities, duties or functions.

- 8.2 Energy Australia may do anything reasonably necessary for passing across the site of the easement including:

- (a) entering the site of the easement;
- (b) taking anything on to the site of the easement; and
- (c) repairing or maintaining trafficable surfaces.

- 8.3 Energy Australia may park vehicles on the site of the easement.

- 8.4 The body or person having the benefit of this easement and every person authorised by it when entering upon the lot burdened pursuant to the rights granted by this easement shall do so at their own risk and that body or person hereby releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuant

Lengths are in metres

(Sheet 11 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan
1064311, Lots 21 and 22 in Deposited Plan
740498 and Lot 32 in Deposited Plan 858125
and Easement for Services 1 wide within
Howden Street covered by Subdivision
Certificate No.

DP1072442

of the rights hereby granted or arising in any way from the exercise of the rights hereby granted
other than where the accident, damage to property, death or injury is caused solely by the
negligence of the owner of the lot burdened.

**Name of person empowered to release, vary or modify restriction or positive covenant
numbered 8 in the plan:**

Energy Australia its successors or assignees

owner:

Executed by
Task Developments Pty Limited
ABN 83 097 908 159
pursuant to section 127 of the Corporations Act 2001
in the presence of:

.....
Director

.....
Director/Secretary

SCOTT OXLEY MCKENZIE
.....
Name

KEITH IAN SAVAGE
.....
Name

Dated this..... day of..... 2004

Lengths are in metres

(Sheet 12 of 12 Sheets)

Plan:

Plan of Subdivision of Lot 10 in Deposited Plan
1064311, Lots 21 and 22 in Deposited Plan
740498 and Lot 32 in Deposited Plan 858125
and Easement for Services 1 wide within
Howden Street covered by Subdivision
Certificate No.

DP1072442

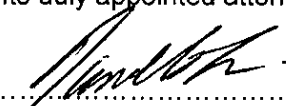
mortgagee:

Signed Sealed and Delivered

for and on behalf of **St George Bank Limited**

ABN 92 055 513 070

By its duly appointed attorney in the presence of:


.....
Witness *Daniela Tani*


.....
Attorney:
Full Name: *GEORGE GADALLAH*
Power of Attorney date: *02/10/1997*
Certified that the attorney has no notice of the revocation
of the power of attorney at the time of signature
Registered No. *125* Book *4182*

Dated this.....*19*.....day of.....*11*.....2004


Signed on behalf of Newcastle City Council)
By Authorised Officer in the presence of:)


.....

Dated this.....*12TH*.....day of.....*NOVEMBER*.....2004

REGISTERED



Q 01.12.2004

 Pending

This page is a temporary placeholder for the AB600868 which will be removed and replaced with the certificate once available from the authority.

Ordered: 31/03/2026 03:02:29 PM

Order ID: 190497494

INSTRUMENT SETTING OUT TERMS OF EASEMENTS CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 1 of 4 Sheets)

Plan of Subdivision of Lot 34 S.P. 73402

SP75115

**Full Name and Address of
The Owner of the land:**

Task Developments Pty Limited
ABN 83 097 908 159
C/ 3/172 Scenic Drive
Merewether Heights NSW 2291

**Full Name and Address of
The Mortgagee of the land:**

St George Bank Limited
4/16 Montgomery Street
KOGARAH NSW 2217

and

South Canterbury Finance Limited
C/- Gray & Perkins Lawyers
Level 7, 55 Clarence Street
SYDNEY NSW 2000

PART 1

Number of item shown in the intention panel on the plan	Identity of Easement referred to in the plan	Burdened Lot	Benefited Lot
1	Right of Footway 1 wide and variable	CP	The Council of the City of Newcastle



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS CREATED OR RELEASED AND OF
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 2 of 4 Sheets)

SP75115

Plan of Subdivision of Lot 34 S.P. 73402

Owner:

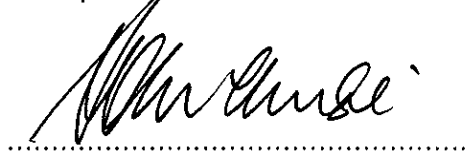
Executed by

Task Developments Pty Limited

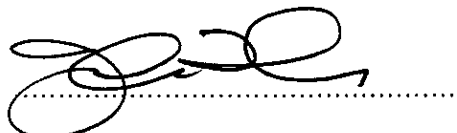
ABN 83 097 908 159

Pursuant to Section 127 of the Corporations Act 2001

In the presence of:



Director



Director/Secretary

SCOTT OXLEY MCCLELLAN

Name

JOHN PAUL TRZECINSKI

Name

Dated this 8th day of September 2005



INSTRUMENT SETTING OUT TERMS OF EASEMENTS CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 3 of 4 Sheets)

SP75115

Plan of Subdivision of Lot 34 S.P. 73402

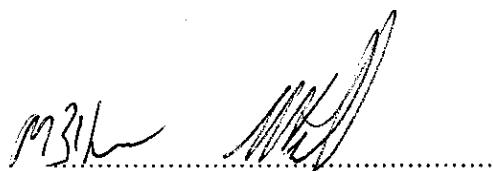
Mortgagee:

Signed Sealed and Delivered
for and on behalf of St George Bank Limited
ABN 92 055 513 070
By its duly appointed attorney in the presence of:

Rachel CalveA

Witness





Attorney:

Full Name: MARK BOWYER Michael V. L.

Power of Attorney date:

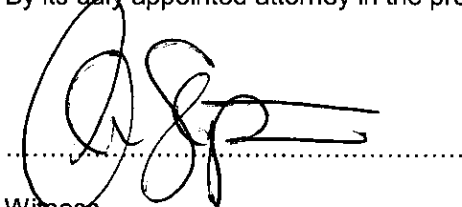
Power of Attorney registered Number 125

Book 4182

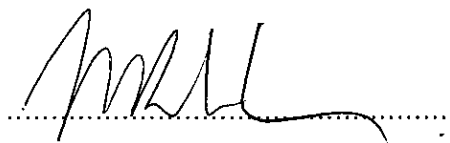
Certified that the attorney has no notice of the revocation of the power of attorney at the time of signature

Dated this 13th day of SEPTEMBER 2005

Signed Sealed and Delivered
for and on behalf of South Canterbury
Finance Limited
By its duly appointed attorney in the presence of:



Witness



Attorney: M

Full Name: MILES ROBERT ANDERSON

Power of Attorney date: 17/03/05

Power of Attorney registered

Number 442 Book 4453

Certified that the attorney has no notice of the revocation of the power of attorney at the time of signature

Dated this 12th day of SEPTEMBER 2005



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS CREATED OR RELEASED AND OF
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 4 of 4 Sheets)

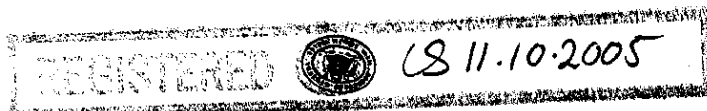
[Signature]

Signed on behalf of Newcastle City Council)
By Authorised Officer in the presence of:)

K. McMell

SP75115

Dated this 7TH day of SEPTEMBER 2005



[Handwritten mark]



Form: 15CD
Release: 4-1

NOTICE OF CONVERSION OF STRATA
LOT TO COMMON PROPERTY
New South Wales
Section 17 Strata Schemes
Development Act 2015

AP701940N

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 of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

Doc No: 96057247

2143

Duty: \$ 0

Trans No: 9700704

Asst details: T

(A) TORRENS TITLE

For the common property

CP/S274302 SP 73402

For the lot(s) to be converted

66/SP75115

(B) LODGED BY

Document
Collection
Box
868C

Name, Address or DX, Telephone, and Customer Account Number if any
TURNER FREEMAN
123627P

CODE

CD

Reference: **SUE-OWP**

(C) APPLICANT

Registered proprietor of the lot(s) to be converted

BADEN WHITE

(D) LOT(S) TO BE
CONVERTED

Lot Number(s)

66/SP75115

The applicant requests the Registrar General to convert the lot(s) referred to above to common property.

DATE

(E) I certify I am an eligible witness and that the applicant signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Geoffrey Als

Signature of applicant:

B W White

Name of witness:

Address of witness:

BADEN
694C HERMITAGE RD
POKORBIN 2320

(F) CERTIFICATE BY OWNERS CORPORATION

The owners corporation certifies that on 9/10/2012

it passed a special resolution pursuant to section 17 Strata Schemes Development Act 2015 authorising the proposed conversion of the lot(s) specified above to common property.

The seal of The Owners-Strata Plan No 74302

was affixed on 24/6/19

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

Authority

Denise Broughan
Strata Manager

Signature

Name

Authority



For and on behalf
of the Owners
Corporation

(G) The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 1827524 Full name: Damien O'Brien Signature: **DS**

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 4

1708

We are authorised to make this amendment 12/11/2019 Damien O'Brien

AP701940

Page 2 of Notice of Conversion of Strata Lot to Common Property

(H)

COUNCIL'S STRATA CERTIFICATE

FIONA DOWLER certifies that:

1. The owners corporation has certified that it has passed a special resolution agreeing to the proposed conversion the subject of this Notice; and

~~*2. Council is satisfied that the conditions referred to in section 56(1)(b) have been met, or~~

*3. A relevant planning approval is in force in relation to this Notice of Conversion.

Date: 25/10/19

Certificate Reference: SC 2019/00112

Relevant planning approval No.: DA 2012/1326

Issued by CITY OF NEWCASTLE

Signature of Authorised person/~~General manager~~:

Fiona Dowler

Name of Authorised person/~~General manager~~:

FIONA DOWLER

Insert name of Local Council

*Strike through inapplicable item

Development officer (Planning)

Annexure A to CONVERSION OF STRATA LOT TO COMMON PROPERTY

Parties:

BADEN WHITE TO OWNERS CORPORATION 74302

Dated

Approved Form 13

Created 2016

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^9 OCTOBER 2012 , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 Strata Schemes Management Act 2015 authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) Strata Schemes Development Act 2015.

The seal of The Owners - Strata Plan No 74302 was affixed on 24/10/2019 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: [Signature]

Name: Denise Brydman

Authority: Strata Manager

Signature:

Name:

Authority:



For and on behalf
of the Owners Corporation

certified correct for the purpose of the Real Property act 1900 by the applicant

signed by applicant: Baden White: B.N. White

Witness Signature: [Signature]

name of witness : G A BREEN

Address of witness: 64C HERMITAGE RD POKOUBIN 2320

Annexure **B** to CONVERSION OF STRATA LOT TO COMMON PROPERTY

Parties:

BADEN WHITE TO OWNERS CORPORATION 74302

Dated:

Approved Form 23

Updated September 2016

Attestation

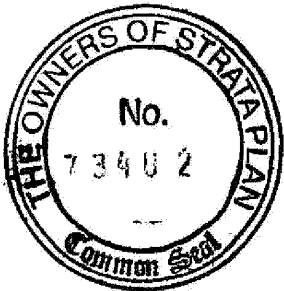
The common seal of the Owners - Strata Plan No 74302 was affixed
on ^ ... 24/6/19 in the presence of the following person(s) authorised
by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: [Signature]

Name: Debbie Brougham

Authority: in Strata Package

Signature:
Name:
Authority:



For and on behalf
of the Owners
Corporation.

Certified correct for the purpose of the Real Property act 1900 by the
applicant
signed by Applicant: Baden White

Witness Signature: [Signature]

name of witness : G A BREEN

Address of witness: 694C HERMITAGE RD FOKOLBIN 2320

FILM WITH AP701940

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 74302 was affixed on 16th December 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

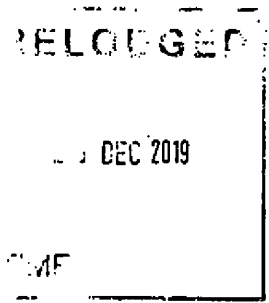
Signature: [Signature] Name: Amarda Soronaivalu Authority: Strata Managing Agent

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

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

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



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	009012

Land Registry Document Identification

AV826332

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/SP73402	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP73402
Other legal entity

Meeting Date

19/11/2025

Added by-law No.

Details Special By-laws 2, 16 & 17.

Amended by-law No.

Details N/A

Repealed by-law No.

Details Special By-law 2

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 law and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP73402
Signer Name	ALLISON JANE BENSON
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	28/01/2026

ANNEXURE A

STRATA PLAN 73402

BY-LAWS

DOCKSIDE

1 FORBES STREET

CARRINGTON NSW 2294



STRATA PLAN 73402

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1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (a) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (b) An approval given by the owners corporation under subclause (a) cannot authorise any additions to the common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (ii) any screen or other device to prevent entry of animals or insects on the lot, or
 - (iii) any structure or device to prevent harm to children, or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must be constructed of powder coated aluminium frame to match the colour and style of existing door frames and that the body be of black mesh only (ie no diamond or other pattern).
- (e) Despite section 62, the owner of a lot must:

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel.

11 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

- (a) An owner or occupier of a lot:
 - (i) must maintain and store within the lot, separate receptacles for garbage and recyclable material, adequately covered and maintained in a clean and dry condition, and
 - (ii) must ensure that before refuse is placed in either receptacle, it is securely wrapped or, in the case of tins and other containers, completely drained, and in the case of recyclable material, separated and prepared in accordance with the applicable recycling guidelines, and
 - (iii) for the purpose of having the garbage or recyclable material collected by the relevant authority, must place the receptacle within the area designated for that purpose by the owners corporation for collection at a time not earlier than the night before the day during which the garbage or recyclable material is normally collected, and

- (iv) when the garbage or recyclable material has been collected, must return the relevant receptacle no later than 6pm on the day of collection promptly to the lot and
- (v) must not place any thing in the receptacles of an owner or occupier of any other lot except with the permission of that owner or occupier, and
- (vi) must promptly remove any thing which the owner, occupier or garbage collector or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal or have the animal on a lead when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot

- (a) 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.
- (b) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

- (i) window cleaning,
 - (ii) garbage disposal and recycling services,
 - (iii) electricity, water or gas supply,
 - (v) telecommunication services (for example, cable television).
- (b) If the owners corporation makes a resolution referred to in subclause (a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

20 Repealed

21 Signage

21. An owner or occupier of a lot must not, except with the prior written approval of the owners corporation which may be withheld in its absolute discretion, erect, construct or display or cause allow or permit such erection, construction or display of any signage within or on the lot.

22 Air conditioning

An Owner or occupier must not without the prior written approval of the Owners Corporation install any air conditioning equipment to the lot. Written application detailing proposed type, location and installation method of such equipment must be submitted to the Owners Corporation ensuring the following requirements are addressed.

- (a) The installation being carried out by qualified tradespersons in accordance with manufacturer's instructions and to comply with local council, BCA or other authority requirements.
- (b) The motor, pipes, ducting and associated equipment being installed within the boundaries of the lot and in the location approved by the Owners Corporation.
- (c) That the air conditioner be installed and operated pursuant to all or any consent authority requirements and in particular the Protection of the Environmental Operations Act 1997.
- (d) Any ducting that may be visible from outside the lot to be painted and maintained in a colour the same as the outside of the building as approved by the Owners Corporation.
- (e) The lot owner being solely responsible for all costs associated with installation and the proper maintenance and keeping in a state of good repair the installation and that part of the common property to which it may be attached.
- (f) Should the installation be removed for any reason then the owner of the lot is to, at their own cost, restore the common property to its original condition and to the satisfaction of the owners corporation.

- (g) In the event of the installation falling into a state which adversely affects the appearance of the building, the owner will, if called upon by the Owners Corporation, remove it from and restore the common area of the building with all costs to be borne by the lot owner.
- (h) If any equipment and/or ducting is removed either at the instigation of an owner or the owners corporation, then any part of the common property damaged as a result of the installation or removal of such air conditioning plant and equipment will be restored as nearly as is practicable to match the adjacent common property at the expense of the lot owner and to the satisfaction of the owners corporation.
- (i) If an owner does not undertake the restoration work referred to in sub paragraph 'f', 'g' and 'h' within a reasonable time of being notified by the Owners Corporation, then after giving due notice the owners corporation may engage a builder or tradesperson to carry out the appropriate work. Such owners will pay on demand the costs incurred by the owners corporation in carrying out such work.

23 Site management plans

- (a) An owner or occupier of a lot must ensure:
 - (i) that the Site Management Plan is complied with;
 - (ii) a copy of the Site Management Plan is made available to all persons entitled to receive a copy;
 - (iii) that all necessary consents are obtained in accordance with the Site Management Plan before carrying out any works on the lot; and
 - (iv) that such works undertaken on the lot are in compliance with the Site Management Plan.
- (b) The owners corporation is responsible for the administration of and ensuring compliance with the Site Management Plan.

Special By-law No. 1 – Notice board

The Owners Corporation affix a notice board to some part of the common property.

Special By-law No. 2 – Blinds and awnings (repealed & replaced 19 November 2025)

1. An owner or occupier of a lot must not install any external roll-up blind or external roll-out awning without first obtaining the prior written approval of the Strata Committee (SC).
2. All blinds must be constructed from Black mesh fabric (or equivalent material as approved by the SC).
3. All Awnings must be finished in charcoal or dark grey, consistent with and complementary to the steelwork on the balconies and verandas.
4. The design, material and colour of any proposed blind or awning must be submitted to and approved in writing by the SC before installation.

5. Approved blinds and awnings must be maintained by the lot owner in good condition and must remain in the approved colour and style.
6. If blinds or awnings are not maintained to the satisfaction of the SC, the Owners Corporation may require the owner to repair, replace or remove them at the owners expense.

Special By-law No. 3 – Development of lot 66 – Works

PART 1

PART 1.1

GRANT OF RIGHT

- (a) Notwithstanding anything contained in the by-laws applicable to the scheme, the Owner has the right to carry out the Works (at the Owner's cost and to remain the Owner's fixture) and the exclusive use of the area where the Works are installed subject to the provisions of Part 3 of this by-law.
- (b) The purpose of this by-law is to allow the Owner to undertake the Works within the Lot either affecting or not affecting common property and to regulate their maintenance.

PART 1.2

THIS BY-LAW TO PREVAIL

If there is any inconsistency between this by-law any other by-law applicable to the scheme or the Deed, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) “**Act**” means the *Strata Schemes Management Act, 1996* (NSW).
- (b) “**Authority**” means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building or the Works including the Council.
- (c) “**Bond**” means the Bank Guarantee referred to in the Development Deed.
- (d) “**Building**” means the residential building to be erected pursuant to the DA Approval.
- (e) “**Consideration**” means such consideration or compensation payable by the Owner to the Owners Corporation for the rights granted to that Owner over the common property as may reasonably be determined by the Owners Corporation.
- (f) “**Council**” means Newcastle City Council.

- (g) “**DA**” shall mean the development application for the DA Approval titled “Baden White Development Application Lot 66 Dockside SP75115” prepared by Geoffrey Breen Architect dated 12 November 2010 as approved by the Owners Corporation and any approved amendment or modification thereto for the Development.
- (h) “**DA Approval**” shall mean the development consent issued by Council with respect to the DA.
- (i) “**Development**” shall have the meaning ascribed to it in the Development Deed.
- (j) “**Development Deed**” means the development deed entered into between the Owner and the Owners Corporation dated 2011 a copy of which is attached to this by-law.
- (k) “**Insurance**” means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000;
 - (ii) insurance required under the *Home Building Act, 1989* (NSW) (if any); and
 - (iii) workers’ compensation insurance.
- (l) “**Lot**” means development lot 66 in Strata Plan No 75115 (such strata plan being a subdivision of Lot 34 of the Strata Scheme).
- (m) “**Owner**” means the owner of the Lot from time to time.
- (n) “**Owners Corporation**” means the Owners Corporation created by the registration of strata plan registration number 73402.
- (o) “**Site Management Plan**” means the site management plan referred to in the Section 88B of the *Conveyancing Act, 1919* (NSW) instrument for positive covenant and thirdly referred to in DP1072442.
- (p) “**Strata Scheme**” means the strata scheme created by the registration of strata plan number 73402.
- (q) “**Works**” means the works for and in connection with the Development including the erection of the Building, penetration of any common property, works of a structural nature or any works that include the addition, alteration, demolition, upgrade or replacement of any common property all of which is to be carried out and completed strictly in accordance with the DA, the Development Deed, the Site Management Plan and the terms of this by-law.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;

- (e) references to any works under this by-law shall include any works whatsoever carried out by the Owner to the Lot including the entirety of the structure of the Building, any building materials and systems, plant and equipment, pipes and fittings, walls, floors, ceilings, windows, doors, roof, balconies, landscaping, paving, garage, ductwork and fittings, conduits and wiring and any other ancillary fittings and componentry necessary for the safe and efficient performance of the Works as designed and constructed in accordance with the requirements of the Building Code of Australia; and
- (f) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3

CONDITIONS

PART 3.1

Before commencement

- (a) Before commencement of the Works the Owner must give one (1) month's prior written notice to the Owners Corporation, and must:
 - (i) prepare and provide to the Owners Corporation;
 - (I) a written consent from the owner of any adjoining lot to facilitate access to and facilitate any works within the lot should the Works extend into that lot.
 - (ii) provide a complete proposal concerning the Works including but not limited to:
 - (I) plans and specifications of the proposed Works;
 - (II) all certification of the proposed Works as may be required by any Authority;
 - (III) all necessary approvals/consents/permits from any Authority;
 - (IV) a report from a structural engineer registered on the National Professional Engineers Register and nominated by the Owners Corporation concerning the impact of the Works on the structural integrity of the Building;
 - (V) pay for all costs of the Owners Corporation including:
 - (A) legal and consultant fees for reviewing the proposal and any subsequent changes to that proposal;
 - (B) fee for convening a general meeting (but not an annual general meeting) to consider the proposal; and
 - (C) any other reasonable professional fees or expenses required to consider the proposal including strata management fees; and
 - (iii) pay the Bond which shall be returned to the Owner on completion of the Works including any outstanding works or rectification of any defective works and/or damage to common areas identified at the final inspection of the completed Works less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or rectifying any defective works and/or damage to common property or breach of this by-law;

- (iv) pay the Consideration (if required by the Owners Corporation);
- (v) provide copies of certificates of currency for the required Insurances (and maintain such Insurances for the duration of the Works); and
- (vi) obtain the written consent to commencement of the Works from the Owners Corporation upon satisfaction of its obligations in this clause 3.1.

PART 3.2

During construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, tradesmen, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the requirements of the Building Code of Australia and relevant Australian Standards and Codes of Practice;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption and disturbance to the quiet enjoyment of occupiers of adjacent lots;
- (d) carry out the Works between the hours of 7:30am and 5:30pm Mondays - Fridays or between 7:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (e) confine construction access to the Robertson Street frontage as far as practically possible, and if access onto or through common property is required, must strictly comply with any reasonable conditions imposed by the Owners Corporation;
- (f) erect signage and temporary barriers as required to ensure the safety of residents and any other persons;
- (g) complete the Works within a period of six (6) months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (h) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (i) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (j) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (k) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage at its cost and within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within twenty-four (24) hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

- (n) not vary the approved Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

3.3.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed and available for an inspection by the Owners Corporation's nominated representative(s) to check compliance with this by-law or any consents provided under this by-law;
- (b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of notification by the Owner to the Owners Corporation that the Works have been completed;
- (c) notify the Owners Corporation that all damage, if any, to the Lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (d) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the use of the completed Works and/or occupancy of the Lot; and
- (e) provide the Owners Corporation with certification from engineer(s) registered on the National Professional Engineers Register or other recognised professional register and approved by the Owners Corporation that the Works or works required to rectify any damage to Lot or common property have been completed in accordance with the terms of this by-law.

3.3.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that the Works have been completed in accordance with the consents provided under this by-law.

3.3.3 Nothing in this by-law derogates from the Owners Corporation's responsibility to effect and maintain a damage policy in respect of the Building on completion in compliance with the Act.

PART 3.4

Enduring rights and obligations

3.4 The Owner shall:

- (a) protect all affected areas of the Strata Scheme from damage relating to the installation, repair, replacement or removal of the Works;
- (b) ensure that the Works are in keeping with the appearance and amenity of the Strata Scheme in the opinion of the Owners Corporation;
- (c) be responsible at its own cost to install, connect or supply reticulated services/utilities and ensure that relevant metering is installed;
- (d) ensure that any reticulated services/utilities are metered separately to the Owners Corporation's. For the avoidance of doubt, all supply and consumption of reticulated services/utilities shall be at the sole cost of the Owner;

- (e) maintain, replace and keep in good and serviceable repair any Works installed by the Owner (including for the avoidance of doubt the entirety of the Building including all structural elements and services);
- (f) maintain and upkeep those parts of the common property in contact with the Works;
- (g) remain liable for any damage to any lot or common property arising out of or in connection with the installation, repair, replacement or removal of the Works;
- (g) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated; and
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner.

PART 3.5

Recovery of costs

- 3.5 If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the Lot to carry out that work;
 - (c) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work; and
 - (d) recover the costs of such work from the Owner as a debt due.

PART 3.6

Applicability

- 3.6 For the avoidance of doubt:
- (a) this by-law applies to all Works installed prior to and after this by-law being made; and
 - (b) the rights and obligations under this by-law are in addition to any other rights and obligations contained in any other by-law applicable to the scheme.

Special By-law No. 4 – Electronic delivery of notices

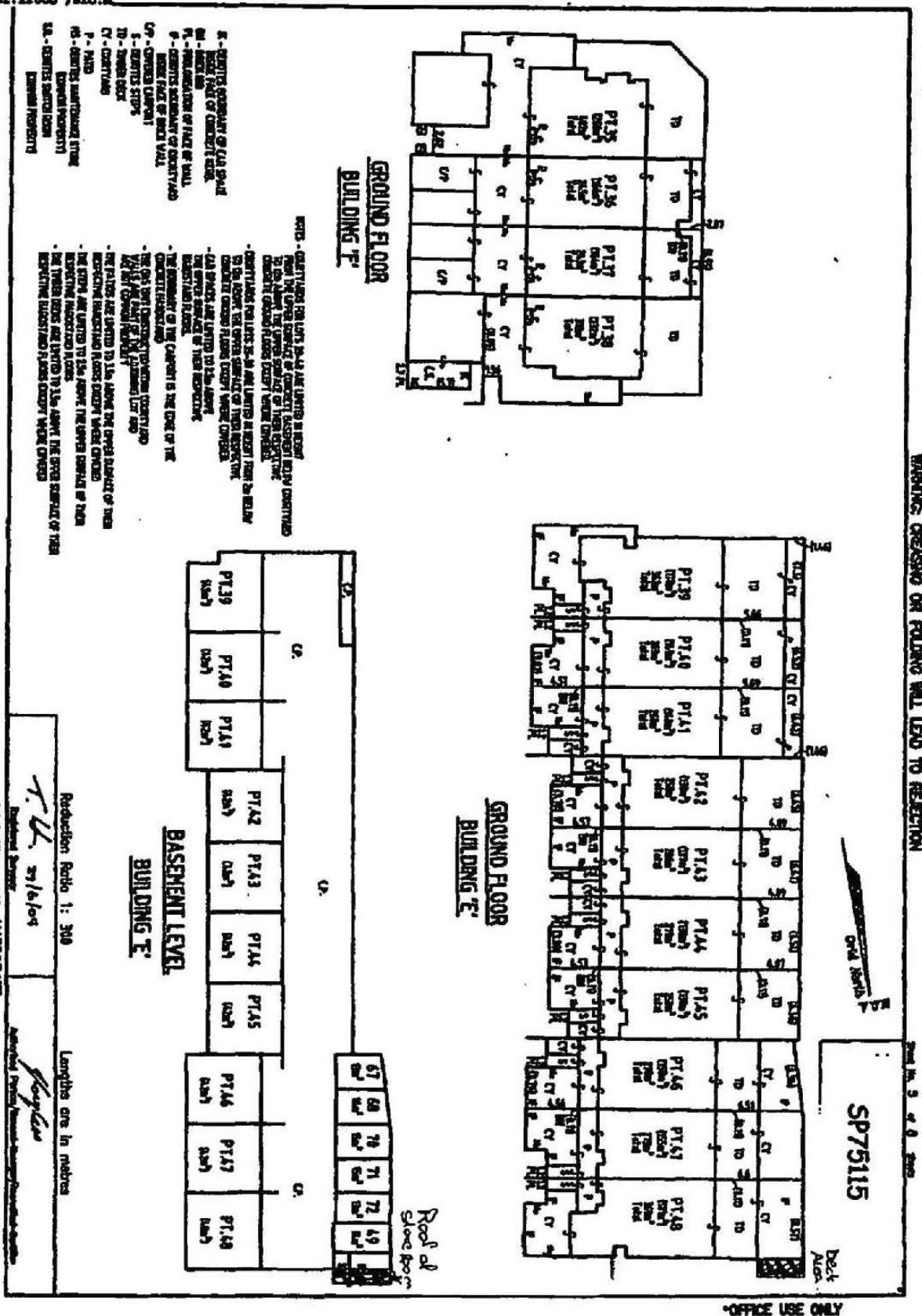
A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. “bounce back” or “undeliverable”) within 24 hours.

Special By-law No. 5 – Licence to owners of Unit 32 (lot 48) in respect of common property

The owners of Unit 32 (Lot 48) ("the owners") shall be entitled to use for their own exclusivity and benefit the area of common property marked in hatching on the attached plan ("the common property") provided that the owners shall:

1. Be responsible for all of the ongoing maintenance of the common property namely shall in particular ensure that not less than bi-annually the timber decking within it is treated by application of Intergrain "Natures Timber Oil" or similar application for the preservation of timber decking.
2. Shall not cause or permit to be carried out any activity on or near the common property which may damage the common property and will indemnify and hold harmless the Owners Corporation in respect of:
 - a. any damage so caused; and
 - b. all personal injury and property damage occurring from their and their invitees use, including the perimeter fencing of, the common property.

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Ref: 11680 / Exp: M



Special By-law No. 6 – Television cabling installation

An Owner or occupier of a Lot may, with the prior written approval of the Owners Corporation, install equipment, cabling, or apparatus that allows the Owner or occupier of the lot access to or connection with any telecommunications or television service, internet provider, communications facility or such entity (“the Installation”) pursuant to the following terms and conditions and subject to provisions of the Strata Plan’s By-laws not excluding Clauses 5 and 17 of the by-laws.

- 1) The owners Corporation may, after receiving any application, accept, refuse or modify the Installation or apply conditions to the Installation.
- 2) All works must be carried out by qualified and licensed tradespersons in accordance with manufacturer’s instructions and in compliance with local council, BCA or other authority requirements.
- 3) The Installation must be installed within the boundaries of the Lot and in the location approved by the Owners Corporation.
- 4) An installer must not make any hole in the roof for cabling or any other purpose, ensure any dish or antenna is not facing the front of the building and take steps to reduce any visual impact and ensure any and all brackets and or fasteners are of a standard suitable for a marine environment.
- 5) Any ducting that may be visible from outside the lot is to be painted and maintained in a colour the same as the outside of the building as approved by the Owners Corporation.
- 6) The lot owner is solely responsible for all costs associated with Installation and the proper maintenance and keeping in a state of good repair the Installation and that part of the common property to which it may be attached.
- 7) Should the Installation be removed for any reason then the Owner of the lot is to, at their own cost, restore the common property to its original condition and to the satisfaction of the Owners Corporation.
- 8) In the event of the Installation falling into a state which adversely affects the appearance of the building, the Owner will, if called upon by the Owners Corporation, at their own cost, remove it from and restore the common area of the building.
- 9) If any equipment and/or ducting is removed either at the instigation of an owner or the Owners Corporation, then any part of the common property damaged as a result of the installation or removal of such installation and equipment will be restored as nearly as practicable to match the adjacent common property at the expense of the lot owner and to the satisfaction of the Owners Corporation.
- 10) If an owner does not undertake the restoration work referred to in sub paragraph 7), 8) or 9) within a reasonable time of being notified by the Owners Corporation, then after giving due notice the Owners Corporation may engage a builder or tradesperson to carry out the appropriate work. Such owners will pay on demand the costs incurred by the Owners Corporation in carrying out such work.

Special By-law No. 7 – Smoking

An owner, occupier of a Lot, or a guest of an owner or occupier of a Lot, must not ignite cigarettes, cigars or pipes or any aromatic substance whilst on common property or any balcony of any Lot or allow the emission from the Lot of any odours which by reason of their

nature, the frequency of their occurrence or for any other reason are likely to cause a nuisance or hazard, or disturb another owner or occupier in the peaceful enjoyment of their Lot or the common property.

Special By-law No. 8 – Common property memorandum

Owners Corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems

4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer (c) security doors, other than those installed by an owner after registration of the strata plan
5. Floor	(a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 - refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment
7. Parking / Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit (d) storm water and on-site detention systems below ground

9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation
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Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan

6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking / Garage	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning - interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

Special By-law No. 9 – Authorisation to conduct specified works to lots

Grant of Rights

1. Subject to the Conditions the owner may conduct the Works.
2. Subject to the Conditions the Owner has the exclusive use of the Exclusive Use Area.
3. If the rights of the Owner under clause 1 and 2 and the obligations of the Owner under Clause 8 cease (either jointly or severally) to have force or effect for any reason the

Owner must put effect to and complete the Reinstatement Works subject to and in accordance with the Conditions as if those Reinstatement Works were also Works the subject of this by-law.

Conditions

4. The owner must prior to the works being conducted:
- a) Obtain all necessary Approvals in relation to the Works and the conduct of the Works and the use of the Exclusive Use Area.
 - b) Provide a copy of any such Approvals to the Owners Corporation;
 - c) In the event that an Approval is required by law (or under the terms of an Approval) to be obtained before the conduct of any part of the Works, provide a copy of that Approval to the Owners Corporation before the conduct of that part of the Works;
 - d) Provide a copy of all plans and specifications relating to the Works (including plans specifying the location of the Works or any part thereof) to the Owners Corporation and the proposed commencement date of the Works at least 21 days prior to the proposed commencement of the Works;
 - e) Obtain the approval of the Owners Corporation, acting reasonably, to the location of the Works where the Works or any part thereof will be visible from outside the lot. For clarity, the Owners Corporation, acting reasonably, may impose further conditions of the Works;
 - f) Provide, at request of the Owners Corporation, acting reasonably, a copy of the Engineer's Approval to the Owners Corporation; and
 - g) Provide a copy of the certificates of currency for all Insurances of the contractor carrying out the Works, which are to be effected with a reputable insurance company reasonably satisfactory to the Owners Corporation, in respect of the Works to the Owners Corporation.

Conduct Works

5. In conducting the Works the Owner must:
- a) Provide to the Owners Corporation, its servants, agents and contractors access to the lot and the Exclusive Use Area in connection with the Works (or, if the owner is not the occupier of the lot, the Owner must do all things within their power to procure such access) within twenty four (24) hours of a request by the Owners Corporation (howsoever made).
 - b) Carry out, or ensure the Works are carried out:
 - i. in accordance with any Approval, applicable law or standard including the Building Code of Australia and any relevant Australian Standard;
 - ii. in a proper and workmanlike manner and only by persons who are duly licensed to do so;
 - iii. in accordance with the Engineers Approval and any plans and specifications provided to the Owners Corporation under clause 4 of this by-law;
 - iv. so as to be generally in keeping with the appearance, quality and levels of amenity of the Property;

- v. except as otherwise approved by the Owners Corporation, in between the hours of 8.00am and 5.30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8.30am and Midday on a Saturday;
 - vi. so as not to cause damage to or affect the structure or support of the Property or any part of the Property or to any Utility Service otherwise than as authorised under this by-law;
 - vii. so as to not cause a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use of enjoyment of the Property by other owners or occupiers of lots; and
 - viii. to the extent that the works are connected to any electrical, gas, water or other metered service, so as to be connected only to such services that are separately metered to the lot.
 - ix. to the extent that the Works are connected to existing drains or floor drains only.
 - c) Ensure the Property is adequately protected from damage that may be caused by the Works;
 - d) Ensure that any part of the Property affected by the Works is kept clean and tidy and is left clean and tidy on the completion of the Works.
6. The owner must following the completion of the Works:
- a) Provide the Owners Corporation with a copy of any certificate or document evidencing compliance with an Approval, being a certificate or document required by law or under the terms of an Approval to be provided.
 - b) Provide the Owners Corporation with a copy of the Engineers Certificate.
 - c) Provide access to the lot, the Works and the Exclusive Use Area to the Owners Corporation within seven (7) days of a written request for access by the Owners Corporation (or shorter period as may be reasonable in the circumstances);
 - d) Effect and maintain any insurance required by law in respect of their use of the Exclusive Use Area; and
 - e) Put effect to and complete the Rectification Works subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this by-law.
7. If any of the Works described in clause 14(1) of this by-law have already been installed or effected by the Owner then, as at the date of the adoption of this by-law, the Owner shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of the Exclusive Use Area, subject to:
- a) Providing the executive committee with the written consent of the Owner to this by-law, in particular, to complying with an being bound by clauses 6 to 17 of this by-law; and
 - b) Complying with all provisions in this by-law other than the conditions imposed in Clause 4 (Conditions prior to undertaking Works) and clause 5 (Conditions performing the Works).

8. The Owner:
 - a) Is responsible for the ongoing maintenance and repair, renewal and replacement of the Works and the Exclusive Use Area;
 - b) Must ensure that the Works and the Exclusive Use Area are used in accordance with an continue to comply with the requirements of this by-law including any applicable law or Approval;
 - c) Must, on the reasonable request of the Owners Corporation, put effect to and complete the Rectification Works to allow the owners Corporation to effect maintenance or repairs to the common property and do so subject to and in accordance with the Conditions as if those Rectification Works were also Works the subject of this by-law.
9. The Owner must bear the costs of undertaking the Works and any Rectification Works or Reinstatement Works and bear the costs of complying with clause 7 of this by-law.
10. The owner indemnifies the Owners Corporation for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Owners Corporation in connection with the Works or their use (or the use of the Exclusive Use Area), except to the extent that such damage, costs, loss, claim, demand, suit or liability is caused by the negligence of the Owners Corporation.
11. If the Owner fails to comply with any obligation under this by-law, the owners Corporation may carry out that obligation, and in doing so enter upon any part of the lot and recover the costs of carrying out that obligation from the owner.
12. Where no time is specified for compliance with an obligation of the owner under this by-law, the owner must comply with that obligation within a reasonable time.
13. For clarity, nothing in this by-law permits an Owner to change the use of a lot from a residential dwelling to any commercial operation. Garages are considered non-habitable areas.

Definitions & Interpretation

14. For the purposes of this by-law:
 - a) "Approval" means, in connection with the Works or the Property:
 - i. An approval or certificate as may be required by law;
 - ii. A development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1976* (NSW);
 - iii. A Part 4A certificate within the meaning of section 109C of the *Environmental Planning and Assessment Act 1979* (NSW);
 - iv. Any order, directions or other requirement made by any governmental body including any council, statutory authority or any other body or person authorised by law as having jurisdiction to make an order, direction or to make a requirement in respect of the Works;
 - v. Any order made under Division 2A of the Part 6 of the *Environmental Planning and Assessment Act 1979* (NSW);

- vi. Any order made under Part 2A of Chapter 7 of the *Local Government act 1993* (NSW).
- b) “Conditions” means the provisions of clauses 4 to 13 of this by-law.
- c) “Engineers Approval” means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works, if carried out in a manner specified in that opinion, will not adversely affect the structure or support of the Property or any part of it or otherwise cause damage to the Property (except as authorised by this by-law).
- d) “Engineers Certificate” means evidence (to the reasonable satisfaction of the Owners Corporation) in the form of the opinion of an appropriately qualified engineer that the Works were carried out in accordance with the Engineer’s Approval.
- e) “Exclusive Use Area” means those parts of the common property which are altered or occupied by the Works (once complete).
- f) “Insurance” means the following:
 - i. Contractors all risk insurance incorporating public liability insurance in an amount of not less than \$5,000,000;
 - ii. Any insurance required in respect of the Works under section 92 of the *Home Building act 1989*; and
 - iii. Workers’ compensation in accordance with applicable legislation (if required).
- g) “Owner” means the registered proprietor or proprietors for the time being of a lot in Strata Plan No 73402, but only in relation to the lot owned by that registered proprietor or proprietors.
- h) “Property” means the land and building or buildings the subject of Strata Plan No 73402.
- i) “Rectification works” means the building works and related services required to be conducted and/or supplied in connection with the rectification of any damage to the Property caused by the Works and includes all ancillary works and services that are reasonably necessary to do or to supply to facilitate the doing of the above works and the supply of those services.
- j) “Reinstatement Works” means the building works and related services required to be conducted and supplied in connection with the removal of the Works, and the related reinstatement of the Property and includes all ancillary works and services that are reasonably necessary to do or to supply to facilitate the doing of the above works and the supply of those services.
- k) “Utility Services” means any service associated with plumbing, electrical, gas or telecommunications services (including cable television).
- l) “Works” means building works and related services to be conducted and or supplied in relation to any of the following:
 - i. Removal of existing bathroom tiles and replacement thereof (including installing a new waterproof membrane);

- ii. Removal of existing bathroom fixtures and fittings and installation of new bathroom fixtures or fittings;
 - iii. Removal of existing kitchen fixtures and fittings and installation of new kitchen fixtures and fittings;
 - iv. All ancillary works and services that are reasonably necessary to do or to supply to facilitate the doing of the above works and the supply of those services (with the exception of drilling any core holes in the common property floor slab and relocation of existing wet area floor connections).
15. In this by-law, unless the context otherwise requires:
 - a) The singular includes the plural and vice versa;
 - b) A reference to a document, includes any amendment, replacement or novation of it;
 - c) All references to an Owner includes a reference to their executors, administrators, successors or permitted assigns;
 - d) Where any work or phrase is given a definite meaning, any part of speech of other grammatical form of the word has a corresponding meaning;
 - e) Any reference to legislation includes any amending or replacing legislation;
 - f) Any reference to legislation includes any subordinate legislation or other instrument created thereunder;
 - g) A term defined in the *Strata Schemes Management Act 1996* (NSW) or *Strata Schemes (Freehold Development) Act 1973* will have the same meaning.
16. To the extent that any term of this by-law is inconsistent with the *Strata Schemes Management Act 1996* (NSW) or any other Act or law it is to be severed and this by-law will be read and be enforced as if so consistent.
17. To the extent that this by-law is inconsistent with any other by-law of the strata scheme the provisions of this by-law prevail to the extent of the inconsistency.

Special By-law No. 10 – Short-term rental accommodation arrangement

Introduction

1. Pursuant to the powers imposed by the Act and terms contained in this by-law, the Owners Corporation is permitted to prohibit an Owner from using their Lot for the purposes of a Short-Term Rental Accommodation Arrangement, provided the Lot is not the Owner's Principal Place of Residence.
2. This by-law does not prevent an Owner from using their Lot for the purposes of a Short-Term Rental Accommodation Arrangement, terms of which give another person the right to occupy their Lot, provided that the Lot is the Owner's Principal Place of Residence.
3. If there is any conflict or inconsistencies between this by-law and any environmental planning legislation or development control plans affecting Strata Plan No. 73402, the relevant environmental planning legislation or development control plans shall prevail.

4. If there is any conflict or inconsistencies between this by-law and any other by-law affecting Strata Plan No. 73402, the terms of this by-law shall prevail.

Definitions

5. For the purposes of this by-law:

- (a) **“Act”** means the *Strata Schemes Management Act 2015* (NSW).
- (b) **“Authority”** means any statutory, government, semi-government, public body or other body with authority over the Lot or the Building including the Council.
- (c) **“Building”** means the building(s) situated at 2 HOWDEN STREET, CARRINGTON NSW 2294.
- (d) **“Council”** means Newcastle Council, or as altered since the registration of Strata Plan No. 73402.
- (e) **“Lot”** means any lot in the strata scheme created upon the registration of Strata Plan No. 73402.
- (f) **“Owner”** means the registered proprietor(s) of the Lot.
- (g) **“Owners Corporation”** means The Owners – Strata Plan No. 73402.
- (h) **“Principal Place of Residence”** means the one place of residence of an Owner, that is the main place of residence for that person and has the same meaning as section 3 of the *Land Tax Management Act 1956* (NSW).
- (i) **“Short-Term Rental Accommodation Arrangement”** means a commercial arrangement which gives a person the right to occupy residential premises for a period of less than 3 months at any one time, and has the same meaning as section 54A of the *Fair Trading Act 1987* (NSW). Short-Term Rental Accommodation Arrangement includes tourist accommodation, bed and breakfast accommodation and accommodation facilitated by online booking services such as Airbnb, Stayz and the like.

Interpretation

6. Unless the context permits otherwise, under this by-law:
- (a) any reference to the Owner or the Owners Corporation in this by-law includes any of the Owner's or the Owner's Corporation's executors, administrators, successors, permitted assigns or transferees;
 - (b) any reference to legislation includes any legislation amended or replaced thereunder;
 - (c) a word or expression that indicates one or more particular genders shall be taken to indicate every other gender; and
 - (d) a reference to a word or expression in the singular form includes a reference to the word or expression in the plural form and vice versa.

Owner's obligations

7. An Owner must not directly or indirectly permit their Lot being used for the purposes of a Short-Term Rental Accommodation Arrangement, where the Lot is not the Owner's Principal Place of Residence.
8. An Owner must not directly or indirectly advertise their Lot being used for the purposes of a Short-Term Rental Accommodation Arrangement, where the Lot is not the Owner's Principal Place of Residence.
9. An Owner must notify the Owners Corporation in writing if there is a change to the existing use of the Lot for the purposes of a Short-Term Rental Accommodation Arrangement.
10. An Owner must provide to the Owners Corporation a copy of any written Short-Term Rental Accommodation Arrangement, to which they are a party in relation to the Lot, within seven (7) days of the written arrangement being entered into.
11. An Owner must provide in writing to the Owners Corporation full details of any verbal Short-Term Rental Accommodation Arrangement (including but not limited to the parties' details and duration of stay), to which they are a party in relation to the Lot, within seven (7) days of the verbal arrangement being entered into.
12. An Owner must take reasonable steps to ensure that the occupant of the Lot complies with this by-law and take immediate steps to rectify any contravention when notified of the breach to this by-law.
13. An Owner must not at any time breach any statutes, by-laws, regulations, rules, directions, environmental planning instruments, development control plans, orders and requirements of any Authority, or Tribunal or Court having jurisdiction and other laws for the time being in force and which are applicable to the Lot for the purposes of a Short-Term Rental Accommodation Arrangement.
14. An Owner must indemnify and shall keep indemnified the Owners Corporation and each owner or occupier of any other Lot in the strata scheme against any cost, loss, damage, charge or expense incurred or sustained by the Owners Corporation or the other owner or occupier, including any increase in the Owners Corporation insurance premium, as a result of or arising out of or in connection with any contravention of this by-law.

Breach of this by-law and costs

15. If the Owner fails to comply with any of the obligations under this by-law or upon receiving a notice for breach of this by-law and fails to rectify that contravention, the Owners Corporation may then:
 - (a) seek to enforce this by-law by commencing proceedings in NSW Civil and Administrative Tribunal for a penalty order to be made against the Owner for breaching this by-law;
 - (b) recover the legal costs and disbursements of undertaking the abovementioned proceedings in NSW Civil and Administrative Tribunal as a debt (and includes reference of that debt on levy notices and any other levy reports) including:
 - (i) the costs of recovery, as a debt due and payable;

- (ii) the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation;
 - (iii) if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent, or simple interest at the same rate as applicable to contributions unpaid under section 81 of the Act (or any Act or Regulation replacing the same) or if the regulations provide for another rate, that other rate and the interest will form part of that debt; and
 - (c) the Owners Corporation may in respect of the Lot include any reference to such debt (including interest thereon) on notices under section 184 of the Act.
16. Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Special By-law No. 11 – Common Property Rights By-Law

- (1) In this By-Law, the following definitions apply unless the contrary intention appears:

Act is the *Strata Schemes Management Act 2015*.

Common Property means the Common Property of the Strata Plan.

Common Property Rights By-Law has the same meaning as given to the term under section 142 of the Act.

Exclusive Use Area means that part of the Common Property being the bathroom and ensuite waterproofing within Lot 46 in SP75115.

Lot is a lot in the Strata Scheme.

Owners Corporation is the Owners' Corporation created on registration of the Strata Plan accompanying these by-laws.

Strata Plan means the strata plan SP73402.

Special Resolution has the meaning given in the Act.

Works means demolition and replacement fitout of the bathroom and ensuite in Lot 46 SP75115.

- (2) This is a Common Property Rights By-Law. The Owners Corporation may amend or cancel it only by Special Resolution and with the written consent of the owners concerned in accordance with the Act.
- (3) The owner of Lot 46 SP75115 has exclusive use and enjoyment of the Exclusive Use Area and must maintain the respective Exclusive Use Area in a good state of order and repair and is responsible for the costs of replacement of the Exclusive Use Area, if required.
- (4) In exercising its rights under this Common Property Rights By-law, the Owner of Lot 46 SP75115 must:

- (a) carry out the Works and the waterproofing in the Exclusive Use Area (and any subsequent maintenance and replacement thereof) by suitably qualified tradespeople in a good and tradesman-like manner at the owner of Lot 46's cost;
 - (b) at the owner of Lot 46's cost, repair damage an owner (or someone acting on the owner's behalf) causes to Common Property or the property of another owner or occupier or any other Lot when the owner of Lot 46 exercise its rights under this Common Property Rights By-Law;
 - (c) indemnify the Owners Corporation against all claims and liability caused by exercising its rights or complying with its obligations under this Common Property Rights By-Law.
 - (d) if the Exclusive Use Area falls into a state of disrepair which in the reasonable opinion of the Owners Corporation or consultants employed by the Owners Corporation requires the replacement of all or part of the Exclusive Use Area, the owner of Lot 46 must, if reasonably requested by the Owners Corporation, procure the replacement or removal of all or part of the Exclusive Use Area at the cost of the owner of the relevant Owner;
 - (e) if the owner of Lot 46 fails to carry out the repairs or maintenance or removal or replacement within a reasonable time of receiving a request from the Owners Corporation under this By-Law, the Owners Corporation, after giving reasonable notice of its intention to do so, may engage appropriate tradespeople to carry out the work on its behalf. The owner of Lot 46 must provide access to the Exclusive Use Area to carry out such works and reimburse the Owners Corporation on demand for costs incurred by the Owners Corporation pursuant to this By-Law.
 - (f) attend to registration of this By-Law with NSW Land Registry Services at the owner of Lot 46's costs.
- (5) Other than as expressly provided for in this By-Law, the repair of Common Property subject to this Common Property Rights By-Law shall be the responsibility of the Owners Corporation.

Special By-law No. 12 – Authorisation of Building Works in Lot 53 (passed 24 May 2022)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 53 (aka 53 in SP75115 which is a subdivision of lot 34 in SP73402) (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Kitchen renovation including:
 - (i) Demolition of the existing kitchen and installation of new fittings and fixtures including cabinetry, sink, tap wear (and mixers for taps if required) and appliances;
 - (ii) Installation of new lighting and power points to service the new kitchen;
 - (iii) Connection to existing water, waste and electrical services;
- (b) First floor bathroom renovation including:

- (i) Removal of the existing non-load bearing walls between the bathroom, vanity room (houses a sink) and wash closet to create one large bathroom in the same footprint as the existing rooms;
- (ii) Demolition of the existing bathroom, wash closet and vanity room;
- (iii) Removal of the existing floor tiles and wall tiles and any existing waterproofing;
- (iv) Screeding of floors (if required) and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
- (v) Installation of new floor tiles and new wall tiles and installation of new waterproofing to service the bathroom;
- (vi) Removal of existing sky lights and installation of new skylights in the same location including making good any roof and or ceiling affected;
- (vii) Installation of new fittings and fixtures including but not limited to bath tub, toilet, shower screen, tap wear (and mixers for taps if required) and vanity;
- (viii) Installation of new lighting and power points;
- (ix) Connection to existing water, waste and electrical services;

in accordance with the diagrams annexed to the agenda at which this by-law passed.

1. Ground floor wash closet renovation to create new ensuite including:
 1. Demolition of the existing wash closet;
 2. Installation of new shower to service the ground floor bedroom (bedroom four) by installing a new shower where existing bedroom cupboard is, installation of new non-load bearing walls as required, and installation of a cavity sliding door to enter the new ensuite from the wash closet door;
 3. Installation of new floor waste in shower area including cutting of the slab to install new waste pipe, installation of new tiles floor to ceiling;
 4. Removal of the existing floor tiles and wall tiles from the existing wash closet and installation of new floor tiles and wall tiles to service the new ensuite (being the new shower and existing wash closet, for clarity, the existing wash closet will remain the same footprint) and installation of new waterproofing;
 5. Installation of new fittings and fixtures including shower, toilet, vanity and vanity;
 6. Installation of new plumbing to service the new ensuite;
 7. Installation of new lighting and power points;
 8. Connection to existing water, waste and electrical services;

all in accordance with the Complying Development Certificate prepared by Chris Dan of CD Certification Pty Ltd dated 9 April 2022 copy of which was annexed to the agenda at which this by-law passed.

1. Windows;
 1. Removal of the existing louvered window from the bedroom two (top floor) and from the living/dining room area (ground floor) and installation of new windows of full glass. For clarity, new windows will be the same size as the existing windows and will be a similar colour to the existing windows in accordance with the diagrams annexed to the agenda at which this by-law passed.

2. Definitions

For the purposes of this by-law:

"Council" means Newcastle Council;

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

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

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

3. Conditions

Prior to Undertaking Works

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

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (ii) any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - (iii) workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

Performance of Works

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

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

4. Liability and Indemnity

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

5. Other Rights and Obligations

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

6. Costs

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

2. The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

Completion of Works

1. The owner must advise the Owners Corporation when the Works are completed; and
2. If the approval of the Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

7. Right to Remedy Default

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

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

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

Special By-law No. 13 – By-law Regulating Internal Residential Lifts (passed 10 January 2023)

1. Definitions

1.1 In this by-law, the following terms are defined to mean:

- a. **“Act”** means the *Strata Schemes Management Act 2015* (NSW);
- b. **“Application”** means a request by an Owner in writing to the owners corporation to carry out the Building Works prior to the commencement of the proposed works and which includes the following information:
 - i the Owner's name and lot number,
 - ii details of the work, including copies of any plans, drawings or specifications for the Internal Lift including proposed location, make, model and confirmation that the operating noise measurement data complies with LA_{max} level at 1 meter distance not to excess 72dBA (as per Acoustic Report prepared by RCA Australia dated 1 June 2022. Note – the report is available on request from BCS Newcastle office.),
 - iii the expected duration and times of the works,

- iv. details of the persons carrying out the work including that person's qualifications to carry out the work, and
 - v. arrangements to manage any resulting rubbish or debris.
 - c. **"Approval"** or **"Approved"** means the passing by the owners corporation of a by-law in all material respects the same as the by-law contained at **Annexure A** to this by-law authorising the Owner to carry out the Building Works subject of their Application.
 - d. **"Building Works"** means works done to the common property in connection with a lot to install an internal residential lift.
- 1.2. Where any term used in this by-law is defined in the Act, it will have the same meaning as attributed under the Act.
- 1.3. Words importing:
- a. the singular includes the plural and vice versa; and
 - b. a gender includes any gender.
- 1.4 A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.
- 1.5 To the extent that this by-law is inconsistent with any other by-law in force for the scheme, the terms of this by-law shall prevail to the extent of the inconsistency.

2. Building Works

- 2.1. On the conditions set out in paragraphs 2 to 9 of this by-law and with the Approval of the owners corporation, an Owner may carry out Building Works to the common property in relation to their lot.
- 2.2. The owners corporation when considering an Application to conduct Building Works:
- a. must require the Owner to:
 - i. submit to the owners corporation a motion to make an additional by-law authorising the works in all material respects the same as the by-law contained at **Annexure A** to this by-law;
 - ii. apply to the Newcastle City Council (or any successor) ("**Council**") for development or other approval for the performance of the works or to provide written confirmation that no such approval is required; and
 - b. may impose such other restrictions and obligations the owners corporation considers are reasonable and appropriate having regard to the nature of the proposed works.
- 2.3. For clarity, nothing in this by-law permits or grants an Owner exclusive use or special privileges to any part of the common property to carry out Building Works.

3. Conditions - Prior to Conducting the Building Works

- 3.1. An Owner must make an Application to the owners corporation at least 28 days prior to commencing Building Works.
- 3.2. Following receipt of an Application, the Owners Corporation must provide a written response to the Owner within 28 days acknowledging the Application and advising of the expected date of the meeting at which the Application would be considered.
- 3.3. Prior to undertaking the Building Works, in addition to any other requirements under this by-law, the Owner must obtain and provide to the Owners Corporation:
 - a. the certificate of currency of the insurance policy of the contractor carrying out the works which is effected with a reputable insurance company reasonably acceptable to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$20,000,000;
 - ii. any insurance required in respect of the works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.
 - b. the licensing details of the contractor installing the Works.
- 3.4. In addition to clause 3.3 for the purpose of undertaking Building Works, prior to the commencement of the Building Works the Owner must provide to the Owners Corporation (if required by the Owners Corporation):
 - a. the opinion of a structural engineer (reasonably acceptable to the Owners Corporation) to the effect that if the Building Works are carried out in a good and workmanlike manner in accordance with the plans, drawings and specifications provided to the Owners Corporation, the works will not adversely affect the structural integrity of the Building or any part thereof; and
 - b. a dilapidation report to be conducted of the common property and each lot affected or likely to be affected by the Building Works.

4. Conditions - Performance of the Works

- 4.1 In carrying out the Building Works, the Owner must:
 - a. ensure that the works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder);
 - b. the Works are carried out in accordance with the manufacturer's instructions;
 - c. ensure that the works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot;

- d. ensure that the works are carried out substantially in accordance with the plans, drawings and specifications contained in the Application and, if Council approval is required, as approved by the Council;
- e. not materially amend or vary the plans, drawings and specifications without the approval in writing of the Owners Corporation and, if required, the Council;
- f. take reasonable precautions to protect all areas of the Building outside the Owner's lot from damage by the works;
- g. ensure that all construction materials, equipment, debris and other material associated with the works is transported over common property in the manner reasonably directed by the Owners Corporation and that no construction materials, equipment, debris and other material associated with the works is deposited on the common property at all or on the pavement outside the Building for longer than 24 hours unless prior arrangements have been made by the Owner or the Owner's contractor with the Owners Corporation for the use and siting of a rubbish skip or dump bin;
- h. ensure that all areas of the common property outside the Owner's lot which are affected by the works are kept clean and tidy throughout the performance of the works;
- i. ensure that, so far as is reasonably practicable, the works are performed wholly within the Owner's lot;
- j. ensure that the works are only performed between the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;
- k. ensure that no doors or access ways are blocked, or propped open or hindered in any way by the Owner's contractor, their employees, servants or agents or by construction materials, equipment, debris and other material associated with the works;
- l. ensure that the works do not interfere with or damage the common property (other than as is approved in an appropriate by-law) or the property of any other lot owner or occupier;
- m. ensure that neither the Owner nor the Owner's contractor, their employees, servants or agents uses any of the owners corporation's garbage bins to store or cart debris, building materials, tools or equipment;
- n. ensure that any damage caused by the Owner or the Owner's contractor, their employees, servants or agents in the performance of the works is made good within a reasonable period after that damage occurs;
- o. ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond the Owner's reasonable control, the works are completed within three months of their commencement or such longer period of time as the Owners Corporation, acting reasonably, permits.

5. Completion of Works

- 5.1. The Owner must within 28 days of completion of the Building Works, provide to the Owners Corporation any certificate or report required by this by-law and must notify the Owners Corporation in writing of the completion of the works.
- 5.2. If the approval of the Council is required to carry out any Building Works, on completion of the work the Owner must provide the Owners Corporation with a certificate that the works comply with the conditions of any Council approval.

6. Maintenance of the works

- 6.1. The Owner must, at the Owner's cost, maintain the fixtures and fittings installed in the course of the Building Works in a state of good and serviceable repair and must renew or replace those fixtures and fittings when necessary.
- 6.2. The Owner must properly maintain and keep the Building Works and the common property to which they are attached in a state of good and serviceable repair.
- 6.3. Insofar as it may be necessary, the owners corporation specially resolves pursuant to section 106(3) of the Act that:
 - a. it is inappropriate to maintain, renew, replace or repair the common property immediately affected by the Building Works; and
 - b. its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and

7 Cost and Risk of the Works

- 7.1. Any Building Works (including their repair, maintenance, replacement or removal) are undertaken at the cost and risk of the Owner.
- 7.2. The Owner shall bear the costs of the owners corporation including the costs of the managing agent for the purpose of any Approval including, where required, the making, registering and enforcing any by-law.

8. Liability and Indemnity

- 8.1. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Building Works and will make good that damage immediately after it has occurred.
- 8.2. The Owner indemnifies the owners corporation and each other owner and occupier against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of Building Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

9. Right to Remedy Upon Default

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

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

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

9.2. The costs referred to in paragraphs 8.2 and 9.1(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, strata management fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

9.3. If the costs referred to in paragraphs 8.2 and 9.1(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Annexure A to Special By-Law No. 13

Special By-Law No. *[insert special by-law no.]* – Authorisation of Installation of Internal Residential Lift in Lot *[insert lot no.]*

1. Grant of Special Privilege and Exclusive Use Right

- 1.1 On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot *[insert lot number]* (the “**Lot**”) shall have a special privilege in respect of the common property to install an internal residential lift (the “Building Works”) in their lot and a right of exclusive use and enjoyment of that part of the common property affected by the Building Works incorporating:

a. *[insert description of works]*

substantially as depicted on the drawings attached to an forming part of this by-law at Annexure A (“**Plans**”) *[delete this clause if not applicable]*

2. Conditions

- 2.1 The Owner must, at their own cost, have obtained a copy of Special By-Law No. 13.
- 2.2. The Owner acknowledges that they have read and understood the terms and conditions of Special By-law No. 13.
- 2.3 The terms and conditions contained in Special By-law No. 13 for carrying out Building Works as defined in Special By-law No. 13 are imported into this by-law.
- 2.4 The Owner acknowledges that they must comply with the terms and conditions for Building Works set out in Special By-Law No. 13.

Annexure A

[insert plans as required]

Special By-law No. 14 – Authorisation of Building Works in Lot 65 (passed 11 October 2022)

1. Grant of Special Privilege and Exclusive Use Right

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

(a) Works to the main bathroom including:

- (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
- (ii) screeding of floors (if required) and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
- (iii) installation of new waterproofing, floor tiles, wall tiles, bulkhead, and fixtures and fittings including toilet, steam room and shower, tiled seat, shower screen, steam room control panel, exhaust fan, shaving cabinet, vanity, sink, tapware (and mixers for taps (with diverter where required)), and accessories;
- (iv) removal of existing and/or installation of new and/or relocation of existing lighting, switches, power points;
- (v) connection to existing water, waste, and electrical services as required;

(b) Works to the ensuite bathroom including:

- (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
- (ii) screeding of floors (if required) and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
- (iii) installation of new waterproofing, floor tiles, wall tiles, and fixtures and fittings including toilet, shower, shower screen, exhaust fan, shaving cabinet, vanity, sink, tapware (and mixers for taps (with diverter where required)), and accessories;
- (iv) removal of existing and/or installation of new and/or relocation of existing lighting, switches, power points;
- (v) connection to existing water, waste, and electrical services as required;

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

2. Definitions

For the purposes of this by-law:

"Council" means Newcastle Council and any successor;

"Lot" means lot 65 in Strata Plan No. 75115, being a subdivision of lot 34 in Strata Plan No. 73402;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

- (a) any required approval of Council for the performance of the Works; and
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (ii) any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - (iii) workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

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

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the Design and Building Practitioners Act 2020 and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;

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

3.3 Completion of Works

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

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- {b} The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof,

including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

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

6. Costs

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

7. Right to Remedy Default

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

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

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





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Drawing Approval: I hereby approve this drawing to commence production. Design subject to change on check measure & production plans.

APPROVED BY:

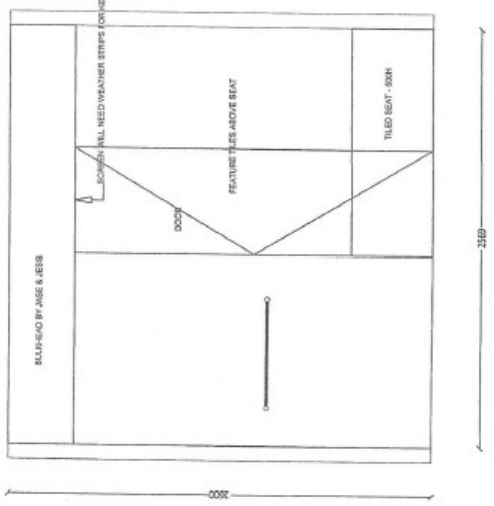
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CLIENT INFORMATION

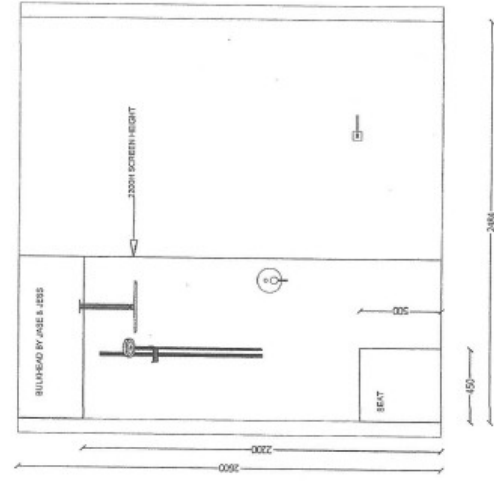
LEGEND

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O/H = 10MM DOOR OVERHANG
ID = INNER DRAWER
T/C = TOUCH CATCH
XX = DOUBLE GPO
AS = ADJUSTABLE SHELF
FS = FIXED SHELF
L = LIGHT
P = PROFILED PANEL
S = SAVANNAH DOOR
G = GLASS DOOR
H = HOLE DOOR

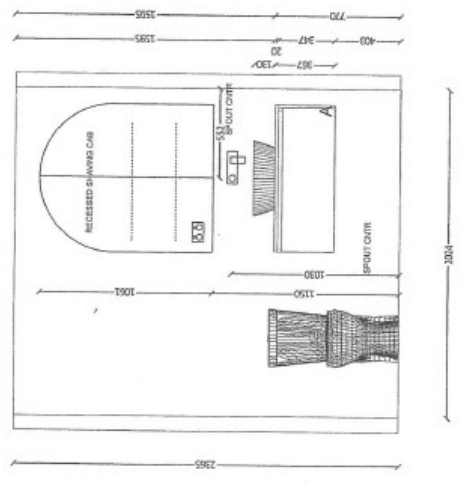
JOB NO: BIDDIE CARRINGTON
DATE: 07/06/22
DESIGNER:
SCALE: 1 : 25
SHEET **2** of **2**



Room 2 Elev 5



Room 2 Elev 6



Room 2 Elev 1

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Special By-law No. 15 – Authorisation of Building Works in Lot 17 (passed 6 December 2024)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the **"Owner"**) of Lot 17 (the **"Lot"**) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to remove existing carpet on the lower level of the Lot, and installation of new floating floor in its place;
- (b) Works to the kitchen including:
 - (i) removal of existing floor tiles, splashback tiles, all fixtures and fittings, and all appliances;
 - (ii) removal of a "U shaped" wall surrounding the refrigerator located in the lower level measuring 1060mmx1020mm (overall plan dimensions), which is timber framed with 90mm timber studs and is located at the end of the existing kitchen bench/ counter (between kitchen and dining rooms);
 - (iii) extension of bulkhead over the kitchen to align with end of kitchen bench;
 - (iv) installation of new floating floor, splashback, and fixtures and fittings including cabinetry, benchtop, sink, tap ware (and mixers for taps if required), and appliances including cooktop, oven, rangehood, dishwasher;
 - (v) removal of existing and/or installation of new lighting, switches, power points as required;
 - (vi) connection to existing water, waste, and electrical services as required; substantially in accordance with the report and drawings annexed to and forming part of this by-law at Annexure A (the **"Plans"**).

2. Definitions

For the purposes of this by-law:

"Council" means Newcastle Council and any successor;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation; and
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans and the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

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

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

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

4. Liability and Indemnity

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

5. Other Rights and Obligations

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

6. Costs

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

7. Right to Remedy Default

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

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

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

Annexure A



18 June 2023

Graham Holford
Unit 62 2 Howden Street
Carrington NSW

Dear Sir,

RE: PROPOSED REMOVAL OF BLADE WALL AT UNIT 62 2 HOWDEN STREET CARRINGTON

We have recently attended the above building to conduct a visual inspection to determine measures required (if any) for removal of an internal wall.

The building is a two storey structure forming one unit of a terrace style development. The upper floor is of timber construction.

It is proposed to remove a "U shaped" wall surrounding the refrigerator located in the lower level measuring 1060mmx1020mm (overall plan dimensions). It is timber framed with 90mm timber studs and is located at the end of the existing kitchen bench/ counter (between kitchen and dining rooms).]

A portion of the ceiling lining has been removed for visual inspection. We observed and measured timber floor joists running across the unit in an east-west direction. The timber LVL floor joists were "I" section having 300 total depth and 65 wide flanges. These joists are commonly identified as HJ30063 Hyspan joists.

We were also able to observe an adjacent floor joist in the ceiling lining. We were able to confirm the joist spacing to be 450mm.

We were also able to observe that the joists run unbroken and continuous over the blade wall.

The upper level joist span in the area under consideration is 3300mm from the wall beside the stairs and the eastern side wall of the unit.

We have checked by calculation the above floors joists for the 3300mm span and find the joists and hence the upper floor framing to be structurally adequate without the support of the existing blade wall.

We therefore regard the blade wall to be non structural and consider that the blade wall may be removed.

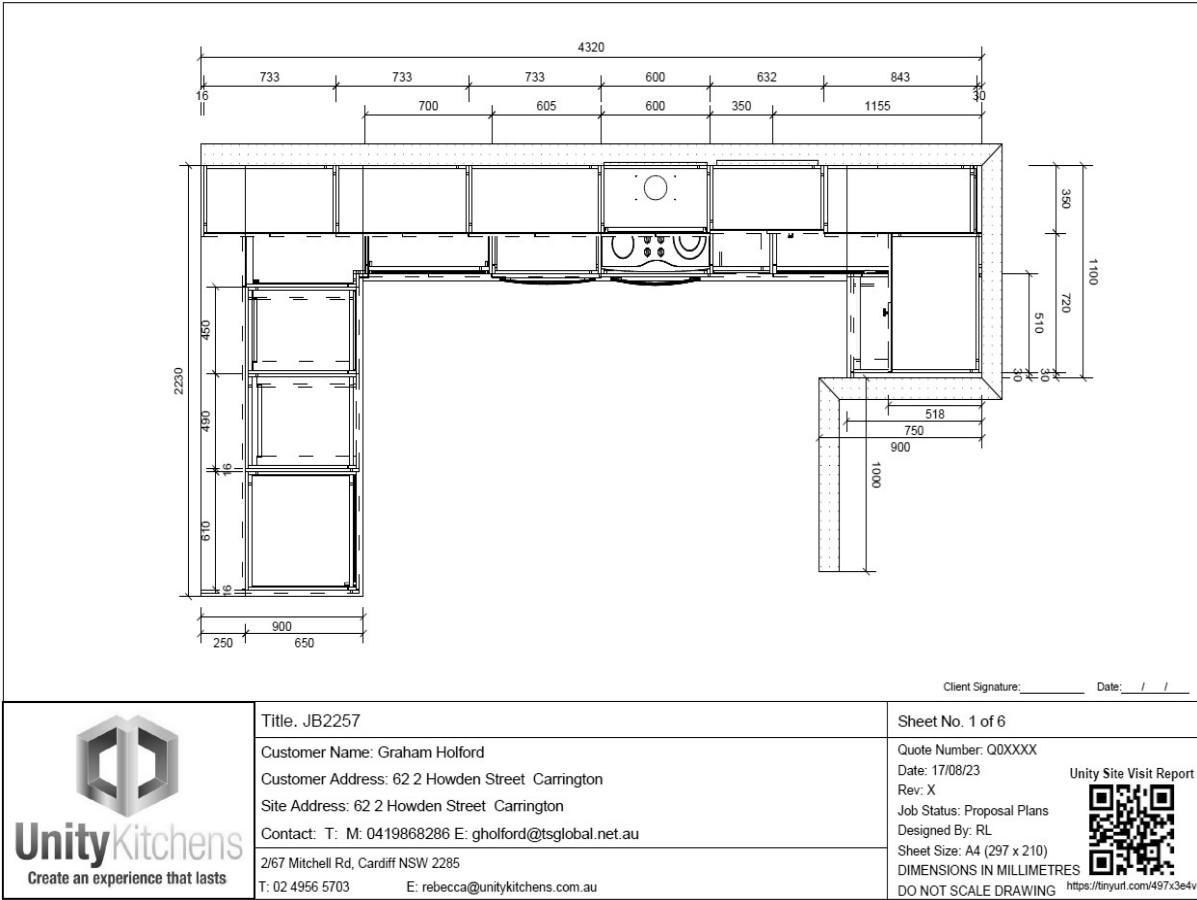
Should you require further information please contact the undersigned.

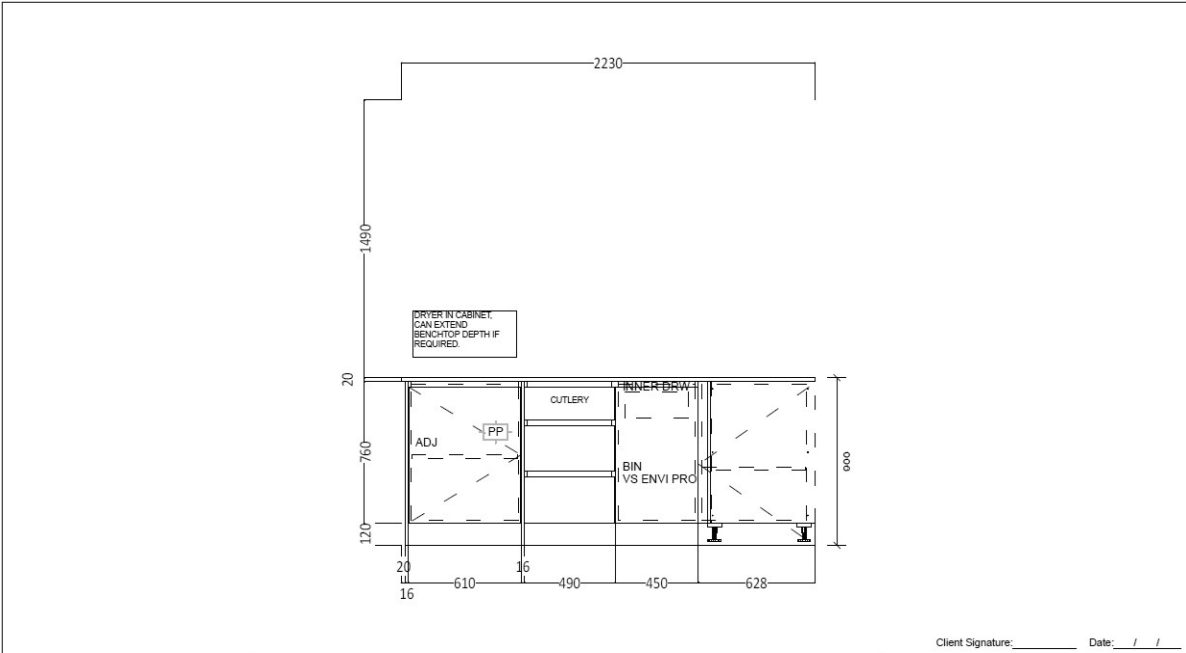
Yours Faithfully

A handwritten signature in black ink that reads 'Lewis Martin'.

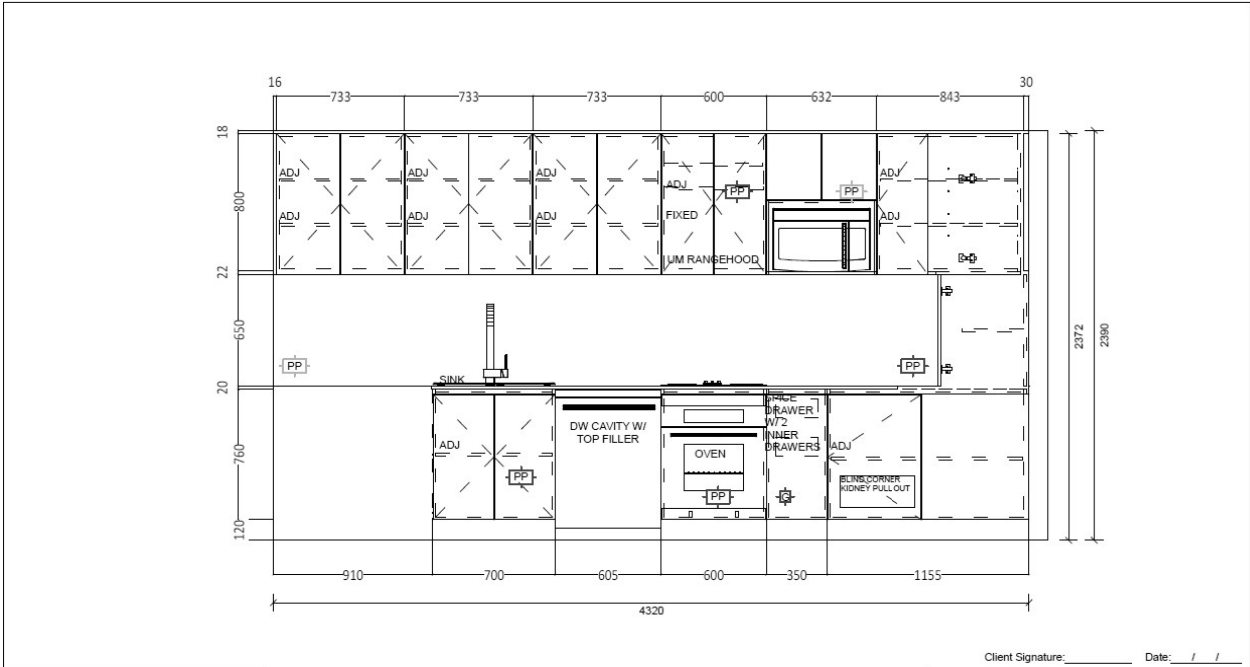
Lewis Martin
Director

Lewis M. Martin. B.E. (Hons) M.I.E. (Aust) Chartered Professional Engineer.

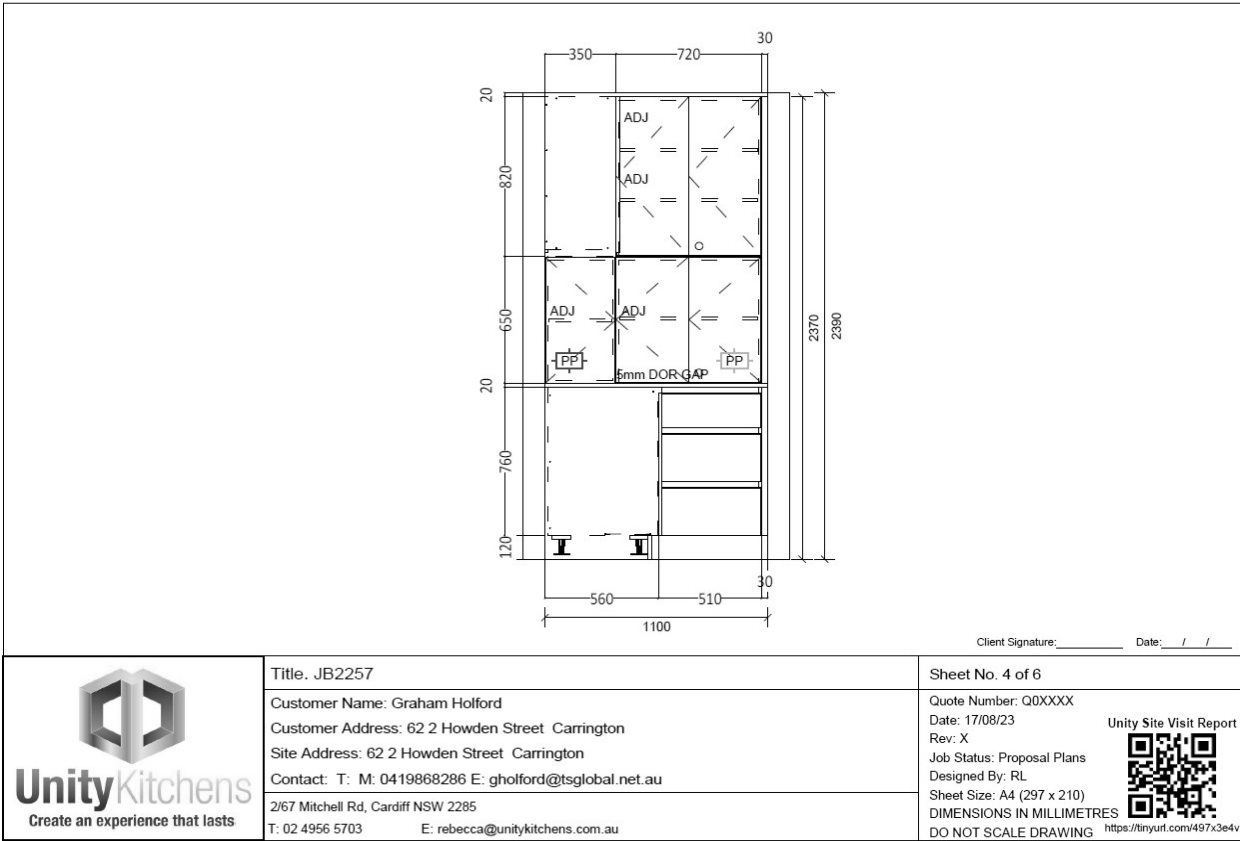




	Title: JB2257	Sheet No. 2 of 6
	Customer Name: Graham Holford	Quote Number: Q0XXXX
	Customer Address: 62 2 Howden Street Carrington	Date: 17/08/23
	Site Address: 62 2 Howden Street Carrington	Rev: X
	Contact: T: M: 0419868286 E: gholford@tsglobal.net.au	Job Status: Proposal Plans
	2/67 Mitchell Rd, Cardiff NSW 2285	Designed By: RL
	T: 02 4956 5703 E: rebecca@unitykitchens.com.au	Sheet Size: A4 (297 x 210)
		DIMENSIONS IN MILLIMETRES
		DO NOT SCALE DRAWING



	Title: JB2257	Sheet No. 3 of 6
	Customer Name: Graham Holford	Quote Number: Q0XXXX
	Customer Address: 62 2 Howden Street Carrington	Date: 17/08/23
	Site Address: 62 2 Howden Street Carrington	Rev: X
	Contact: T: M: 0419868286 E: gholford@tsglobal.net.au	Job Status: Proposal Plans
	2/67 Mitchell Rd, Cardiff NSW 2285	Designed By: RL
	T: 02 4956 5703 E: rebecca@unitykitchens.com.au	Sheet Size: A4 (297 x 210)
		DIMENSIONS IN MILLIMETRES
		DO NOT SCALE DRAWING



Special By-law No. 16 – Authorisation of Building Works in Lot 52 (passed 19 November 2025)

Grant of Special Privilege and Exclusive Use Right

1. On the conditions set out in this by-law the Owner shall have a special privilege in respect of the common property to carry out, keep and maintain building works to refurbish the Lot and a right of exclusive use and enjoyment of that part of the common property directly affected by the works incorporating:
 - (a) The installation of an air ventilation system in the kitchen, including:
 - (i) the installation of a Falcon under cupboard rangehood above the kitchen stove;
 - (ii) the installation of an exit vent (approximately 150mm x 150mm) and a marine grade stainless steel vent cover in the northeastern wall separating the internal lot area from the courtyard (approximately at a height of 2 metres);
 - (iii) the drilling of holes in the common property walls on the boundaries of the lot for the installation of ducting, vents and for the affixing of the rangehood to any common property wall on the boundary of the lot;
 - (iv) the installation of ducting, wiring, cabling and conduit as required; and
 - (v) all electrical works required for the installation of the above.

Definitions

2. For the purposes of this by-law:
 - a. “**Act**” means the *Strata Schemes Management Act 2015* and the regulations under it each as amended or replaced from time to time;
 - b. “**Council**” means the council of the local government area in which the Lot is located;
 - c. “**Lot**” means lot 52 in Strata Plan No. 73402;
 - d. “**Owner**” means the owner for the time being of the Lot;
 - e. “**Works**” means and includes the building works described in clause 1 and all ancillary work;
 - f. where any word or phrase has a defined meaning in or for the purposes of the Act, that word or phrase has the same meaning in this by-law.

Conditions - Prior to Undertaking Works

3. At least two weeks prior to undertaking the Works the Owner must obtain and provide to the owners corporation:
 - a. any required approval of the Council for the performance of the Works;
 - b. the certificate of currency of the insurance policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the owners corporation for:

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

Conditions - Performance of Works

4. In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must ensure so far as is practicable that:
- a. the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder);
 - b. that the Works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
 - c. the Works are carried out substantially in accordance with clause 1 and as approved by the Council (if Council approval is required);
 - d. the Works are not materially amended or varied without the approval in writing of the owners corporation and, if required, the Council;
 - e. reasonable precautions are taken to protect all areas of the building outside the Lot from damage by the Works;
 - f. all construction materials, equipment, debris and other material associated with the Works is transported over common property in the manner reasonably directed by the owners corporation;
 - g. all areas of the building outside the Lot affected by the performance of the Works are kept clean and tidy throughout the performance of the Works and so far as is reasonably practicable, the Works are performed wholly within the Lot;
 - h. all debris resulting from the Works is removed from the building and the strata scheme as soon as practicable;
 - i. the Works are only performed between the hours of 7.00 a.m. and 5.00 p.m. Monday to Friday, 8.00 a.m. and 2.00 p.m. on Saturday and not at all on Sunday or any public holiday;
 - j. no doors or access ways are blocked, or propped open or hindered in any way by the Owner, the contractor, its employees, servants and agents or by construction materials, equipment, debris and other material associated with the Works;
 - k. the Works do not interfere with or damage the common property or the property of any other lot owner otherwise than as approved in this by-law;

- l. the owners corporation's garbage bins are not used to store or transport debris, building materials, tools or equipment;
- m. any damage caused by the performance of the Works is made good within a reasonable period after that damage occurs; and
- n. subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within three months of their commencement.

Conditions - Completion of Works

- 5. On completion of the Works the Owner must:
 - a. ensure that the contractor removes from the strata scheme all debris associated with or resulting from the Works as soon as practicable; and
 - b. if the approval of the Council was required to carry out the Works, provide to the owners corporation a copy of the certificate provided to the Council that the Works comply with the conditions of any approval given by Council.

Conditions – Other Rights and Obligations

- 6. The Owner is liable for any damage caused to any part of the common property or to the property of any owner or occupier of any other lot in the strata scheme as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 7. The Owner must indemnify the owners corporation and each owner or occupier of any other lot in the strata scheme against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation or the other owner or occupier as a result of or arising out of the Works or the performance thereof.
- 8. The Owner must indemnify the owners corporation against any liability incurred by the owners corporation under section 122(6) of the Act in respect of any work, or the exercise of any power of entry under the Act, for the purpose of identifying and/or rectifying any damage caused by the Works or the performance thereof.
- 9. The Owner must, at the cost of the Owner, maintain and keep the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) and the common property directly affected by the performance and keeping of the Works in the Lot in a state of good and serviceable repair and must renew or replace them whenever necessary.
- 10. Subject to clause 9, the owners corporation remains liable for the proper maintenance, and keeping in a state of good and serviceable repair of the common property.
- 11. The Works must be undertaken at the cost of the Owner.
- 12. The Owner must pay the reasonable costs of the owners corporation in preparing, making, registering, implementing and enforcing this by-law.
- 13. In the event that the Owner fails to comply with any obligation under this by-law, then the owners corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part of the Lot to carry out that work;
- c. recover the costs of carrying out that work from the Owner,

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

14. If and to the extent that the costs of rectification of damage caused to the common property are not paid to the owners corporation upon demand therefore by the owners corporation;
- a. the owners corporation may recover the amount of those costs, including the costs of recovery, as a debt due and payable; and
 - b. if that debt is not paid within one month after the date on which it is due, it will bear simple interest at the same rate as applicable to contributions unpaid under section 81 of the Act; and
 - c. the Owners Corporation may include any reference to such debt (including interest thereon) on notices under section 184 of the Act in respect of the Lot.

Special By-law No. 17 – Authorisation of Building Works in Lot 11 (passed 19 November 2025)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the “**Owner**”) of Lot 11 (the “**Lot**”) shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to the main bathroom including:
- (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
 - (ii) construction of a 90 mm wall to wall nib wall adjacent to the wall separating the main bathroom from the ensuite;
 - (iii) cap off of existing plumbing servicing the bathtub and vanity and installation of new and/or reconfiguration of existing plumbing to facilitate the installation of a new vanity in the existing bathtub;
 - (iv) installation of tile underlay over existing timber flooring sheets, screeding of floors and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
 - (v) installation of new waterproofing, in accordance with relevant Australian Standards (AS3740);
 - (vi) installation of floor tiles, wall tiles (floor to ceiling, 260mm height), and fixtures and fittings including toilet, shower, shower screen, shaving cabinet, vanity, sink, tapware (and mixers for taps), and accessories;

- (vii) removal of existing and installation of new lighting (specifically a 3-in-1 heat/light/fan), switches, heated towel ladder and power points as required;
 - (viii) installation of heated flooring (except in shower area);
 - (ix) connection to existing electrical, water and waste services as required;
- (b) Works to the ensuite bathroom including:
 - (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
 - (ii) installation of tile underlay over existing timber flooring sheets, screeding of floors and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
 - (iii) construction of a niche shelf opening in the shower area;
 - (iv) installation of new waterproofing, in accordance with relevant Australian Standards (AS3740);
 - (v) installation of floor tiles, wall tiles (floor to ceiling, 260mm height), and fixtures and fittings including toilet, shower, shower screen, shaving cabinet, vanity, sink, tapware (and mixers for taps), and accessories;
 - (vi) removal of existing and installation of new lighting (specifically a 3-in-1 heat/light/fan), switches, heated towel ladder and power points as required;
 - (vii) installation of heated flooring (except in shower area);
 - (viii) connection to existing electrical, water and waste services as required;

substantially in accordance with the drawings by Lexy Quast (Novocastrian Bathroom Solutions), dated 5 September 2025, annexed to and forming part of this by-law at Annexure A (the **"Plans"**).

2. Definitions

For the purposes of this by-law:

"Council" means City of Newcastle Council and any successor;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

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

- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - (i) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - (ii) any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - (iii) workers' compensation in accordance with applicable legislation; and
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans and the description in clause 1, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

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

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder);
- (b) ensure that the Works are carried out in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (c) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;
- (d) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (e) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (f) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

- (i) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (j) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (k) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (l) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (m) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

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

4. Liability and Indemnity

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

5. Other Rights and Obligations

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

6. Costs

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

7. Right to Remedy Default

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

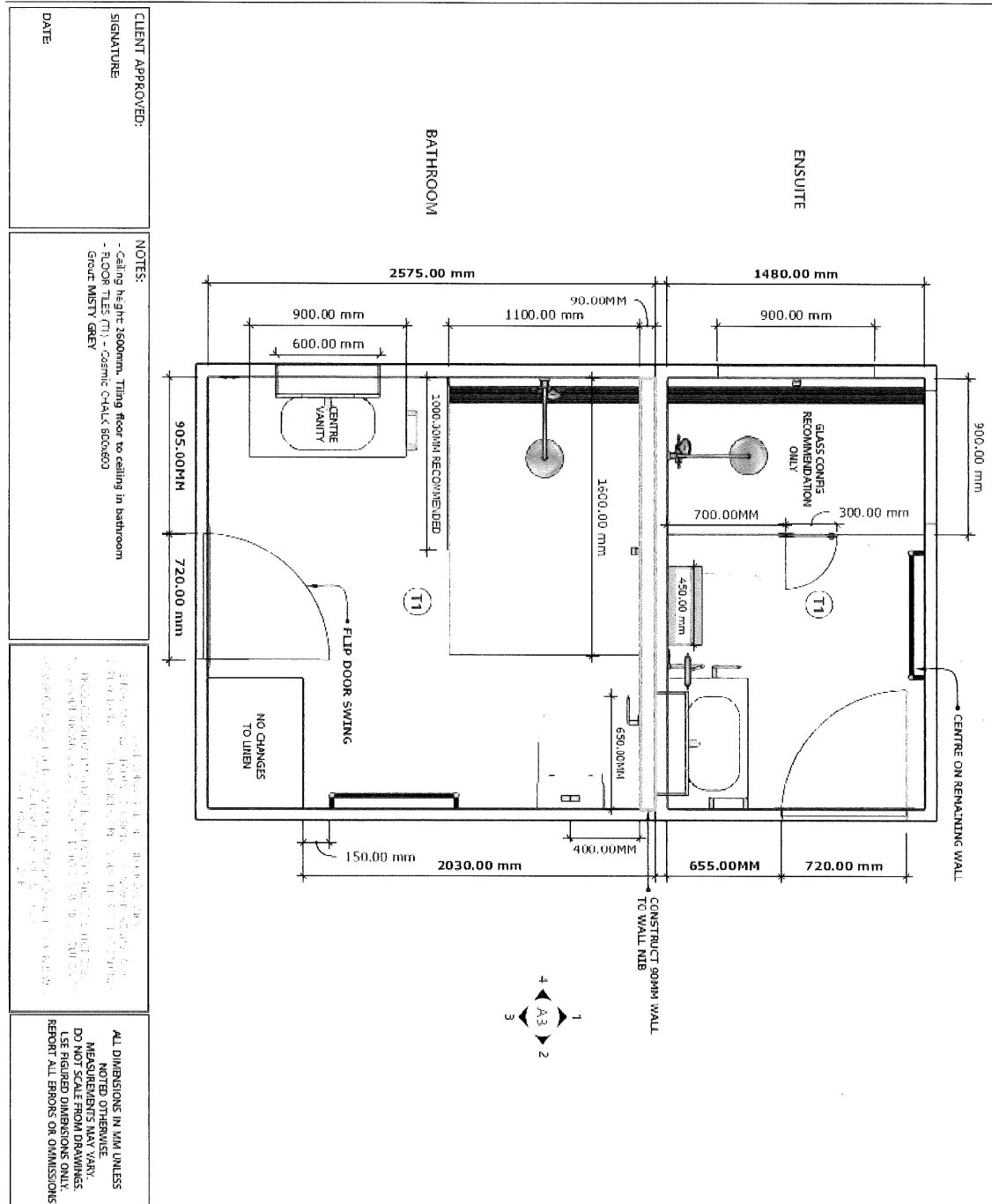
- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity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

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



Annexure A

Proposed Layout – Main Bathroom & Ensuite



BATHROOM ENSUITE

Floor Plan



CLIENT
Helen & John MOONLEY
11/1 Forbes St Carington 2294
0421 435 257

DRAWN BY
Lacey Quast
SCALE
1:20
DESIGNER
Lacey Quast
PAGE SIZE
A3
ISSUE 05/09/2023
REV: 8



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/SP73402

(B) **LODGED BY**

Document
Collection
Box

Name Paulina Mena

Company Kerin Benson Lawyers

Address Suite 9.01, 46 Market Street
Sydney NSW 2000

E-mail paulina@kerinbensonlawyers.com.au Contact Number 0287067060

Customer Account Number (IF APPLICABLE) Reference 009012

CODE

CH

- (C) The Owner-Strata Plan No. 73402 certify that a special resolution was passed on 19/11/2025
(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. Special By-law 2.

Added by-law No. Special By-laws 2, 16 & 17.

Amended by-law No. NOT APPLICABLE.

as fully set out below :

Annexure A:

Repealing & replacing:

- Special By-Law 2, as set out at pages 10 to 11;

Adding:

- Special By-Law 16, as set out at pages 58 to 61; and
- Special By-Law 17, as set out at pages 61 to 66.

- (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. 73402 was affixed on 19/01/2026 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 :

Authority :

Signature :

Name :

Authority :





City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack

Certificate No: PL2026/02339

Your Reference:

Date of Issue: 31 March 2026

The Land: Lot 45 SP 75115 35/1 Forbes Street Carrington NSW 2294
--

Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 26

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 1/04/2026. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

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

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**
The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.
 - **Critical habitat:** *The Newcastle Local Environmental Plan 2012* does not identify the land as including or comprising critical habitat.
- **Area of Outstanding Biodiversity Value**
The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.
- **Heritage conservation area**
The land is not within a heritage conservation area under an environmental planning instrument.
- **Heritage items**
There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.12 Development Contributions Plan:

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Section 7.24 Housing and Productivity Contribution:

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

Section 7.32 Affordable Housing Contributions Scheme:

The Affordable Housing Contributions Scheme allows the City of Newcastle to impose a condition of consent requiring an affordable housing contribution for certain residential development. It does not apply to Development Applications lodged before 12 September 2025.

Section 7.11 Development Contributions Plan:

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the land is NOT within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land IS identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* (now repealed) or a property vegetation plan approved under the *Native Vegetation Act 2003* (now repealed).

Private land conservation agreement or set aside area

Council does not have information to identify whether the land is subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land in the Sydney Drinking Water Catchment or in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT described or otherwise identified on a map specified in Schedule 4 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An 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

The land is NOT identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The Land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

9(1) The land or part of the land is within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is between the flood planning area and the probable maximum flood (PMF) and subject to flood related development controls.

Our information currently indicates that the property is, or contains, flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

The Newcastle Development Control Plan (DCP) and Newcastle Local Environmental Plan (LEP) include flood related development controls that apply to development on flood prone land. The DCP and LEP can be viewed on our website.

NOTE: More detailed flood information specific to the property is available on a Flood Information Certificate. Application forms for these certificates are available on the City of Newcastle website <https://www.newcastle.nsw.gov.au/about-us/forms-and-publications>

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination

Council's information currently indicates that the property may be affected by land contamination. Council has adopted a policy of restricting development or imposing conditions on properties affected by land contamination. Refer to Section 5.02 Land Contamination of Newcastle Development Control Plan 2012, which may be inspected or purchased at Council's Customer Enquiry Centre.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979.

Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

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 above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The *Native Vegetation Act 2003* (now repealed) did not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

CN HAS NOT been notified that an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

Council is not aware of any condition of a development consent, granted after 11 October 2007, being referenced by section 88(2) of *State Environmental Planning Policy (Housing) 2021*.

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

- (a) Council is not aware of a current or former Site Compatibility Certificate in relation to proposed development on the land.
- (b) Council is not aware of any condition of development consent being referenced by section 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*.
- (c) Council is not aware of any condition of development consent of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006.

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

24. Special Entertainment Precinct

The land is NOT AFFECTED by a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

25. Interim development in future infrastructure corridors

The land is NOT AFFECTED by a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021.

26. Matters prescribed under the Contaminated Land Management Act 1997

Note: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997.

The land to which the certificate relates is subject to the following ongoing maintenance order(s) within the meaning of the Contaminated Land Management Act 1997.

Site Audit Statement No. 0024_IDG (23 December 2003) Produced by Ian Gregson of GHD Pty

Site Audit Statement No. 0025_IDG (4/11/04) Produced by Ian Gregson of GHD Pty Ltd

Site Audit Statement No. 0040_IDG (16/8/2005) Produced by Ian Gregson of GHD Pty Ltd

Site Audit Statement No. 0006_IDG (19/5/03) produced by Ian Gregson of GHD Pty. Ltd

Site Audit Statement No. 0043_IDG (31/8/2005) Produced by Ian Gregson of GHD Pty Ltd

You can contact Council's Compliance Services Unit on (02) 49742525 to obtain further information.

NOTE: Contamination information that relates to the land that is not required to be disclosed under section 59(2) Contaminated Land Management Act 1997, may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 01/04/26

Authorised by

Jeremy Bath
CHIEF EXECUTIVE OFFICER

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

1 FORBES

CARRINGTON NSW

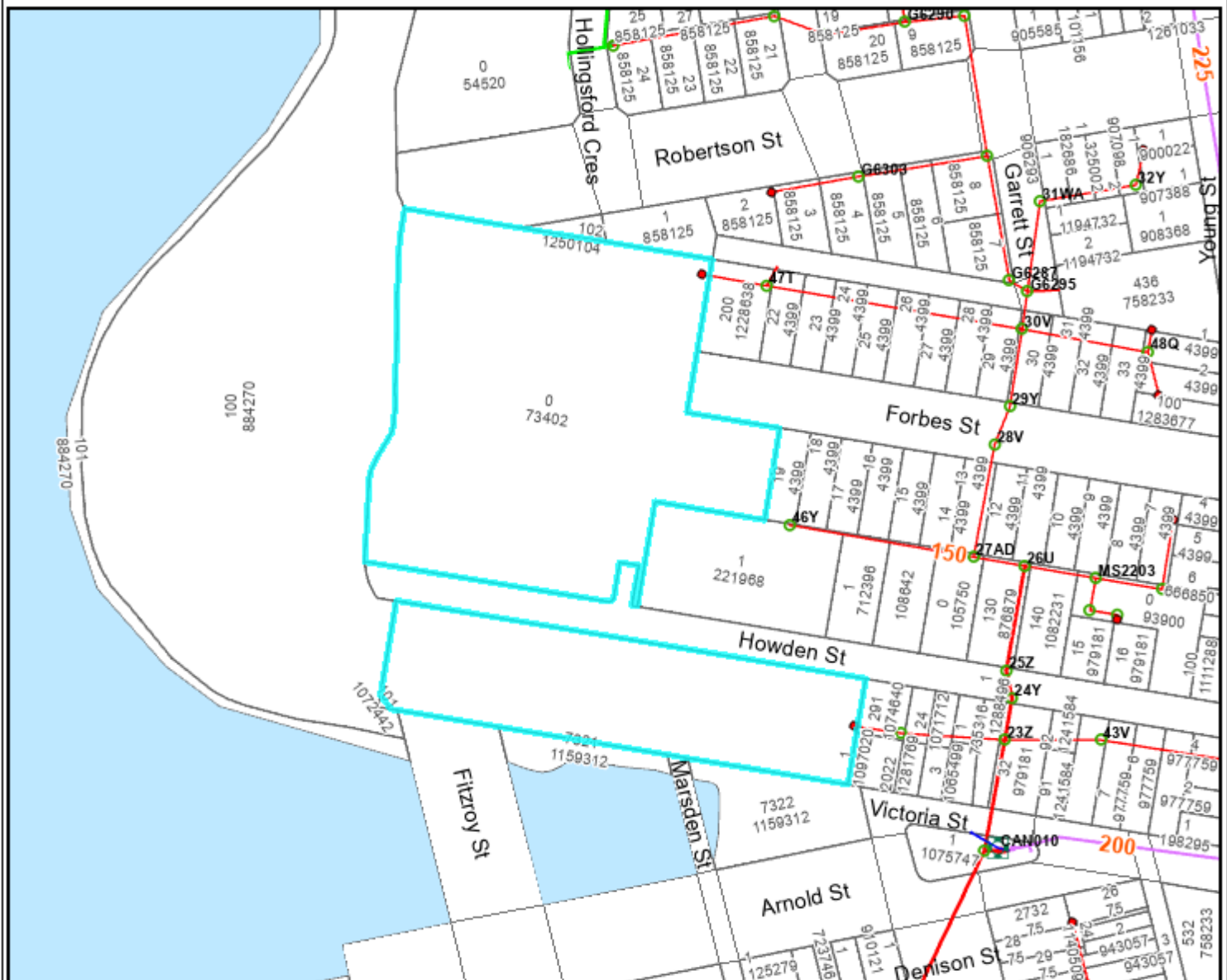
APPLICATION NO.: 2799392

APPLICANT REF: M 32959

RATEABLE PREMISE NO.: 1479220000

PROPERTY ADDRESS: 1 FORBES ST CARRINGTON 2294

LOT/SECTION/DP:SP: CP//SP73402



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

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

IMPORTANT:

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

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

Date: 31/03/2026

Scale at A4: 1:2,000

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CONTOUR DATA © AAM
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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