

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Berkeley Vale 1/254 Lakedge Avenue, Berkeley Vale, NSW 2261 Australia	Phone: (02) 4388 8800
co-agent		
vendor	Craig John Ward, Michelle Stephanie Ward and Robert William Ward 391 Tallwood Drive, Rainbow Flat, NSW 2430, Unit 9/34 Oakwood Street, Wadalba, NSW 2259 and 31 Longhurst Street, Oran Park, NSW 2570	
vendor's solicitor	Leanne White Forster Tower Shop 13, 12-16 Wallis Street, Forster NSW 2428 PO Box 835, FORSTER NSW 2428	Phone: (02) 6554 8373 Email: leanne@leannewhite.com.au Fax: (02) 6557 6985 Ref: LW:SC:23248
date for completion land (address, plan details and title reference)	42nd day after the contract date 27/77 Ruttleys Road, Wyee, New South Wales 2259 Registered Plan: Lot 31 Plan SP 63806 Folio Identifier 31/SP63806	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Villa	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

Manual transaction (clause 30) NO yes

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

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

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a **GSTRW payment** NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
--	---

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

Strata Plus PO Box 1160 Newcastle Phone 4914 6800

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

27177 RUTTLEYS RD, WYEE 2259

SPECIAL CONDITIONS
ATTACHED TO CONTRACT FOR SALE OF LAND

33 **Notice to Complete**

- 33.1 If either party fails to complete by the completion date then the other party is entitled, at any time after the completion date, to serve a notice to complete making the time for completion essential.
- 33.2 Such a notice must give not less than 14 days notice after the day on which it is served.
- 33.3 A notice to complete of this duration is reasonable and sufficient to make the time for completion essential.
- 33.4 If the Purchaser does not complete this Contract by the completion date and, at that date the Vendor is ready, willing and able to complete, and if the Vendor issues a Notice to Complete, the sum of \$297.00 (inclusive of GST) incurred by the Vendor's Solicitor in the drafting and service of such Notice is to be paid by the Purchaser to the Vendor on completion, and the requirement for such payment is an essential term of this Contract.

34 **Interest**

34.1 If:

- the purchaser does not complete by the completion date; and
- the vendor is not in default

then the purchaser must pay to the vendor on completion, in addition to the balance of the price 10% interest on the balance of the price calculated at a daily rate from the day immediately after the completion date to the day on which this contract is completed.

34.2 This amount is a genuine pre-estimate of the vendor's loss of interest on the balance of the price and liability for rates and outgoings.

35 **Alterations to contract**

Clause 7.1.1 of this contract is deleted.

36 **Introduction of purchaser by estate agent**

- 36.1 The purchaser warrants that he was not introduced to the property or the vendor by any real estate agent other than the agent (if any) named on the front page of this contract.
- 36.2 If an estate agent, other than the agent (if any) named on the front page of this contract, recovers commission from the vendor by establishing that he introduced the purchaser to the property or to the vendor then the purchaser is liable to pay to the vendor the commission payable by the vendor and all legal costs incurred by the vendor (including legal costs ordered to be paid by the vendor) when contesting the claim for commission.

37 **Subsequent events**

If either party (or, if there is more than one, then any one of them) prior to completion:

- 37.1 being a natural person, dies or becomes mentally ill; or
- 37.2 being a company, resolves to go into liquidation or has a petition for winding up presented or enters into a scheme or arrangement with its creditors or has a liquidator, receiver, or official manager appointed

THEN either party may, at any time, rescind this contract.

38 **Purchaser accepts property as is**

The property and all inclusions are sold to the purchaser in their present state of repair, order and condition. The purchaser acknowledges having been given the opportunity of making a thorough inspection of the property and those improvements and agrees to accept them in their current state of repair, order and condition. The purchaser promises that no warranty, promise or representation has been made by the vendor or on behalf of the vendor in relation to these matters. The purchaser agrees that he will make no objection, requisition nor claim for compensation in relation to any of the matters referred to in this special condition nor will he require the vendor to carry out any repairs or work at all in relation to the property and the improvements.

39. **Electronic Settlement (PEXA) Order on the Agent**

It is an essential term of this Contract, when a PEXA settlement is agreed, the Purchaser's Solicitor/Conveyancer will provide the Order on Agent prior to settlement to the Vendor's Solicitor who will then hold the Order on the Agent in escrow until settlement is completed.

The Purchaser's Solicitor/Conveyancer irrevocably authorises the release of the Order on the Agent once settlement is completed.



FOLIO: 31/SP63806

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/8/2023	2:58 PM	6	20/9/2011

LAND

LOT 31 IN STRATA PLAN 63806
AT WYEE
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

CHRISTINA PEGGY WARD (T AG508023)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP33591
- 2 SP33591 RESTRICTION(S) ON THE USE OF LAND
 - 9517436 VARIATION OF RESTRICTION SP33591
 - * AN616200 VARIATION OF RESTRICTION SP33591


NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

FORM 1

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

<p>COUNCIL'S CERTIFICATE LAKE MACQUARIE CITY COUNCIL</p> <p>Approved in the exercise of the authority conferred on the Council by the Local Government Act 1995, the Council hereby certifies that the plan of subdivision of the land described in the Schedule to this certificate is a valid plan of subdivision of the land described in the Schedule to this certificate.</p> <p>20/09/00 09/01/2003 AD</p>	<p>SURVEYOR'S CERTIFICATE WILLIAM SYDNEY PARKER FALMER BRULIN & PARKER NEWG. DXZ7855</p> <p>(1) I have personally examined the plan of subdivision of the land described in the Schedule to this certificate and I am satisfied that it is a valid plan of subdivision of the land described in the Schedule to this certificate.</p> <p>(2) I have personally examined the plan of subdivision of the land described in the Schedule to this certificate and I am satisfied that it is a valid plan of subdivision of the land described in the Schedule to this certificate.</p> <p>18/3/00</p>	<p>PLAN OF SUBDIVISION OF LOT 9 S.P. 33591 L G A LAKE MACQUARIE Suburb/Locality : WYEE Parish : MORRISSET County : NORTHUMBERLAND Reduction Ratio 1: Lengths are in metres</p> <p>Name of, and address for service of notices on, the owners corporation *Address required on original strata plan only.</p> <p>THE OWNERS STRATA PLAN No. 33591 No. 77 RUTILEYS ROAD WYEE N.S.W 2259</p>	<p>Registered:  010.2000 CA: SEE CERTIFICATE Title System: TORENS Purpose: STRATA PLAN OF SUBDIVISION Ref. Map: U4527 - 53 # Last Plan: SP 33591</p>
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.</p> <p><i>W.S. Parker</i></p> <p>This is sheet 1 of my plan in 3 sheets.</p>		<p>SEE SHEET 2 FOR LOCATION PLAN</p>	
<p>RESIDENTIAL Model By-laws adopted for this scheme Garbage Disposal - Option A/B Keeping of Animals - Option A/B Restrictions of Systems - streets - trees - etc - from How by laws apply *Strike out whichever is inapplicable</p>		<p>Plan Drawing only to appear in this space.</p>	
<p>10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160</p>		<p>Table of mm</p>	
<p>SURVEYOR'S REFERENCE: S. 1521 - 8</p>		<p>Plan Drawing only to appear in this space.</p>	

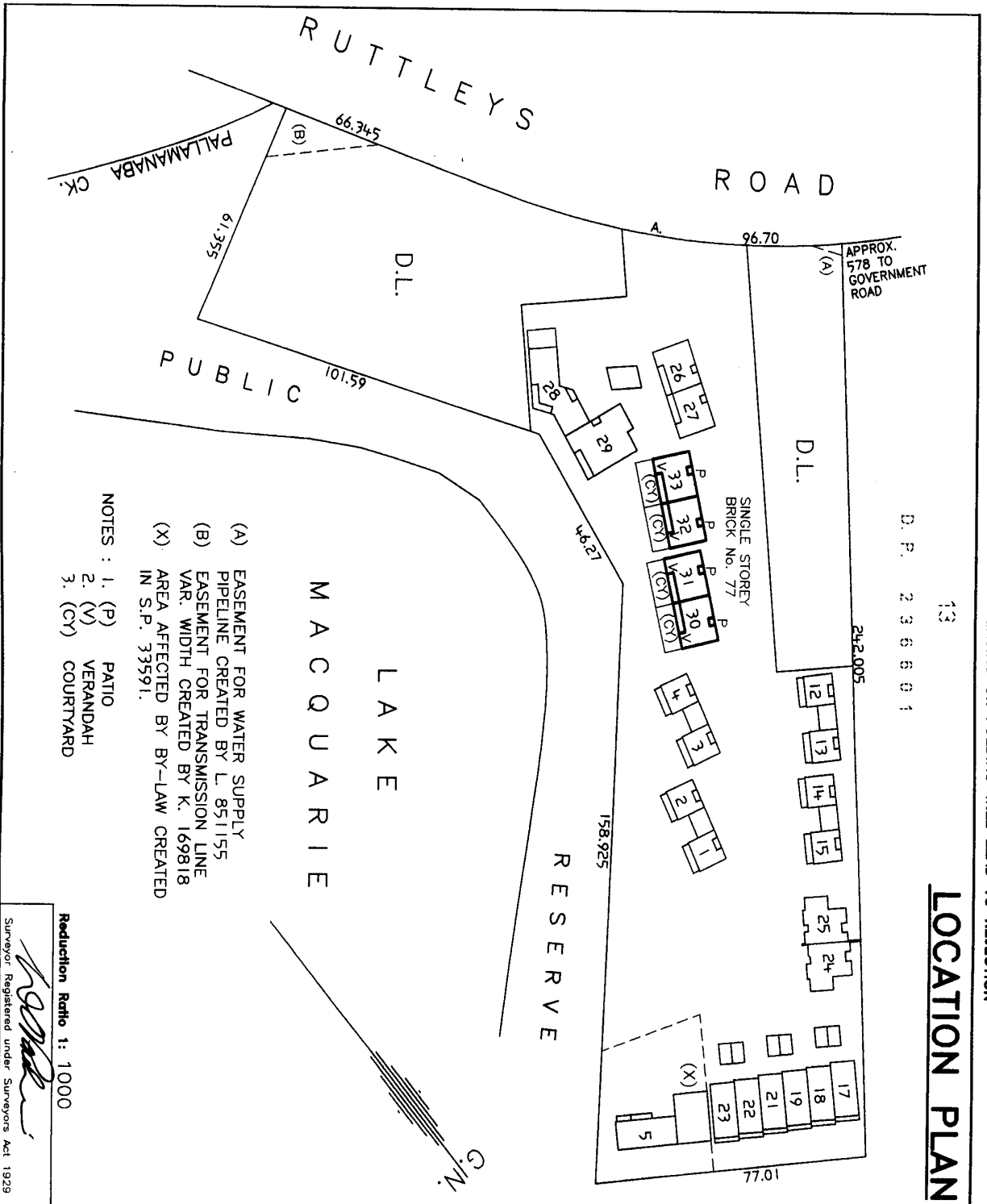
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

13

D.P. 236601

LOCATION PLAN

SHEET 2 OF 3 SHEETS
 SP63806



- NOTES :
- (A) EASEMENT FOR WATER SUPPLY PIPELINE CREATED BY L. 851155
 - (B) EASEMENT FOR TRANSMISSION LINE VAR. WIDTH CREATED BY K. 169818
 - (X) AREA AFFECTED BY BY-LAW CREATED IN S.P. 33591.
1. (P) PATIO
 2. (V) VERANDAH
 3. (CY) COURTYARD

LOT	UNIT ENTITLEMENT
1	32
2	32
3	32
4	32
5	30
6	200
7	114
8	174
9	128
10	128
11	28
12	29
13	29
14	29
15	29
16	29
17	35
18	35
19	32
20	107
21	35
22	35
23	35
24	29
25	29
26	32
27	32
28	32
29	32
30	32
31	32
32	32
33	32
AGGREGATE	1000

Reduction Ratio 1: 1000

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S. 1521 - 8

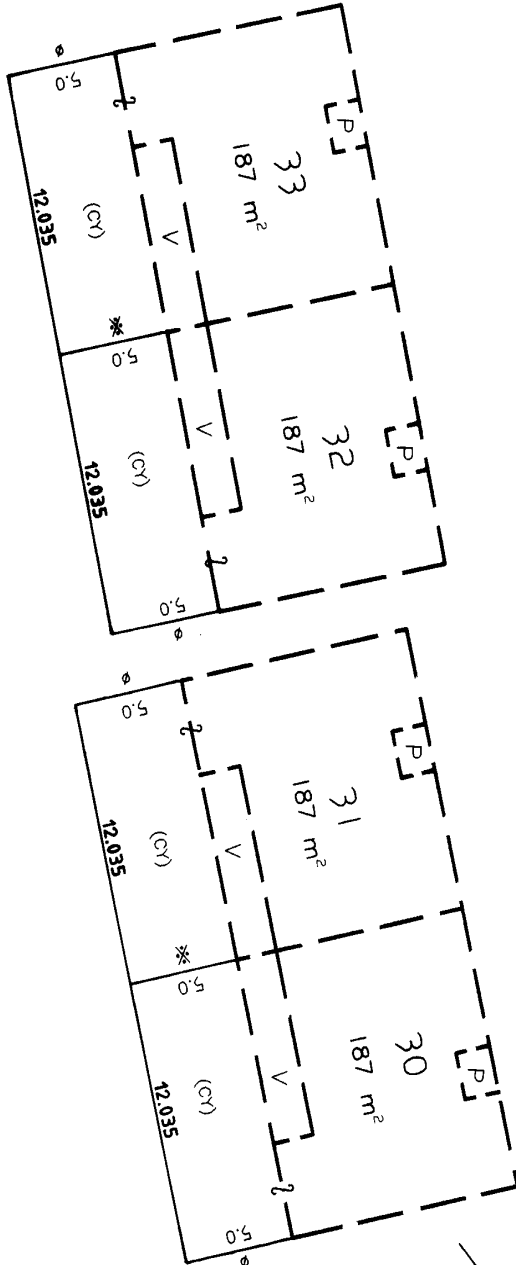
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3 Sheets

SP63806

GROUND FLOOR



NOTE :

1. P - PATIO
2. V - VERANDAH
3. (CV) - COURTYARD
3. THE WHOLE OF THE STRUCTURE OF THE BUILDINGS (WITH THE EXCEPTION OF ALL PIPES, WIRES, DUCTS AND CABLES) ERRECTED UPON LOTS 30, 31, 32 AND 33 FORMS PART OF THAT LOT AND IS NOT COMMON PROPERTY.
5. * - EXTERNAL FACE OF WALL PRODUCED
6. * - DENOTES LINE AT RIGHT ANGLES TO FACE OF WALL
7. THE STRATUM OF EACH LOT EXTENDS FROM 10 BELOW TO 10 ABOVE THE UPPER SURFACE OF THE FLOOR OF THE RESPECTIVE LOT
8. ALL AREAS ARE APPROXIMATE.
9. THE CENTRE LINE OF COMMON WALLS IS THE BOUNDARY.

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: S. 1521 - R

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the "City of Warragamba" being of LAKE MACQUARIE having satisfied itself that the requirements of the Strata Titles Act 1973 (NSW) in relation to the registration of the Strata Titles Plan have been complied with.

Strata Plan No. 20/10/1988
 Date: 10th AUGUST, 1988
 Subdivision No. 1/6724/0077

THE STRATA PLAN IS PART OF A DEVELOPMENT SCHEME. THE COUNCIL IS SATISFIED THAT THE PLAN IS CONSISTENT WITH ANY CONDITIONS OF THE DEVELOPMENT CONSENT AND THAT THE PLAN GIVES EFFECT TO THE STAGE OF THE DEVELOPMENT STATEMENT TO WHICH IT RELATES.

COUNCIL CLERK

SURVEYOR'S CERTIFICATE

DAVID SCOTT ROBINSON
 PALMER, SAUND & PARKER, NEWCASTLE, N.S.W.

- (1) any wall, the upper surface of any part of which comprises substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
 - (2) any floor or ceiling, the upper or under surface or any part of any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is ascertained, exists;
 - (3) any well, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is ascertained, is proposed to be shown in the accompanying floor plan and each proposed lot shown on the accompanying floor plan are wholly within the boundaries of the strata plan.
- (4) The survey information required in the accompanying location plan is accurate.
- Signature: *[Signature]* Date: 8/3/88
- * Date of completion of plan, and quote registered number.
- This is sheet 1 of my Plan in 4 sheets.

Signatures, seals and statements of intention to create easements or restrictions as to user.

PURSUANT TO SECTION 88 B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3) OF THE STRATA TITLES ACT 1973 IT IS INTENDED TO CREATE: (1) RESTRICTION AS TO USER

[Signature]

PURSUANT TO SECTION 58 (7) B OF THE STRATA TITLES ACT 1973 IT IS INTENDED TO CREATE A BY-LAW AS SET OUT IN ANNEXURE "A" HERETO

PLAN OF SUBDIVISION OF LOT 14 D.P. 236601

CITY: LAKE MACQUARIE. Locality: WYEE.

Parish: MORRISSETT County: NORTH UMBERLAND.

Reduction Ratio 1: Lengths are in metres

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

THE REGISTERED PROPRIETORS
 STRATA PLAN NO 33591
 77 RUTTLEYS ROAD
 WYEE NSW 2259.

STRATA PLAN SP 33591

Registered: 20/10/1988
 C.A. No 1/6724/0077 OF 10-8-1988
 Purpose: STRATA PLAN

Ref. Map: U4527-53 #
 Last Plan: D.P. 236601

THIS PLAN CONTAINS A DEVELOPMENT STATEMENT OF 43 SHEETS.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----

SURVEYOR'S REFERENCE: S. 1521

Plan Drawing only to appear in this space

SEE 0678868 AMENDMENT TO DEV STATEMENT NOW COMPRISES 48 SHEETS

SEE SHEET 2 FOR LOCATION PLAN.

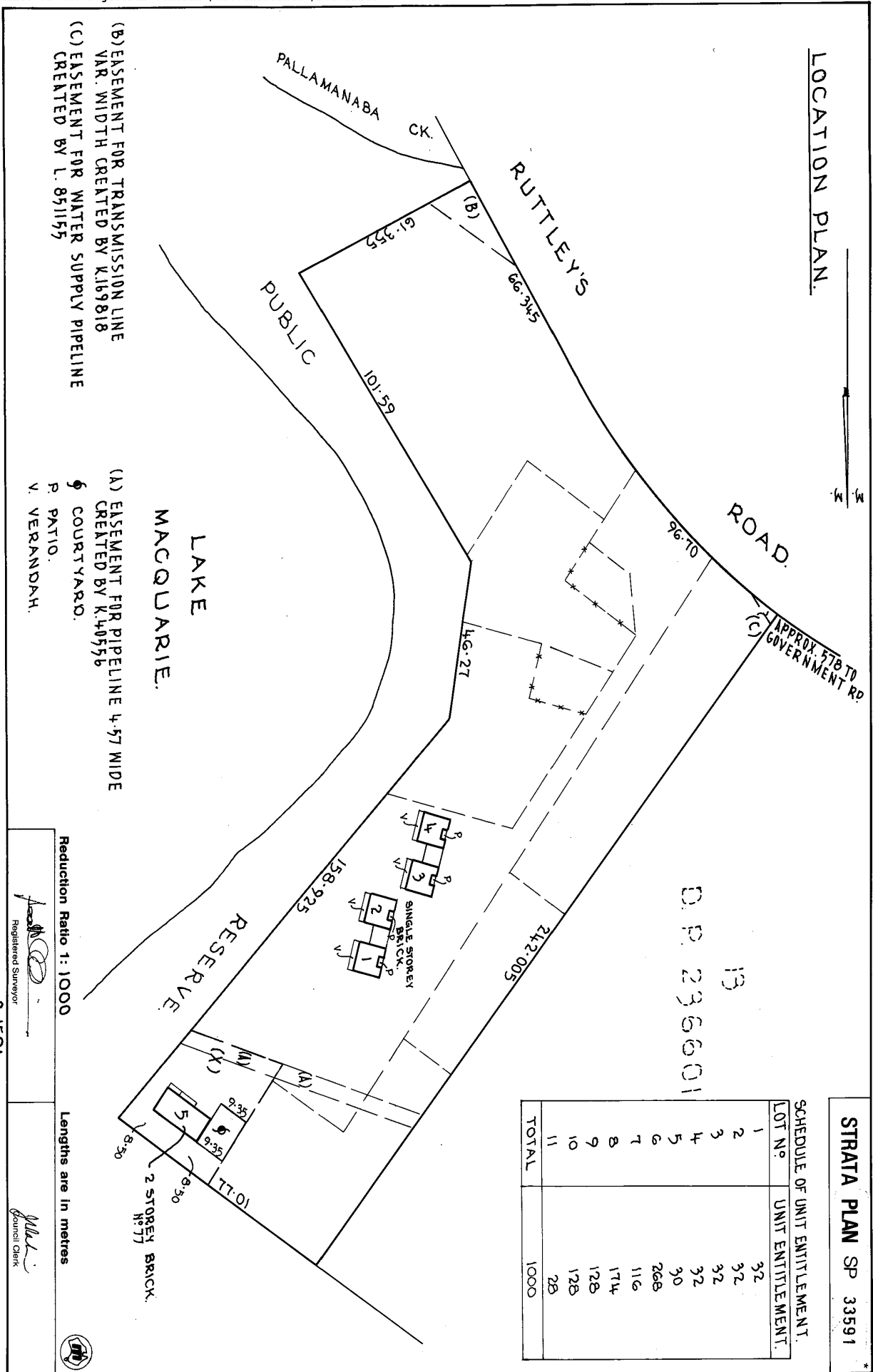
18/02/1995

PLAN AMENDED IN L.T.O. AT SURVEYOR'S REQUEST 1-6-1989
 PLAN AMENDED AT L.T.O. 8-2-89

Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN.



D.P. 236601
13

SCHEDULE OF UNIT ENTITLEMENT.	
LOT N ^o	UNIT ENTITLEMENT.
1	32
2	32
3	32
4	32
5	30
6	268
7	116
8	174
9	128
10	128
11	28
TOTAL	1000

(B) EASEMENT FOR TRANSMISSION LINE
 VAR. WIDTH CREATED BY K169818
 (C) EASEMENT FOR WATER SUPPLY PIPELINE
 CREATED BY L. 851155

(A) EASEMENT FOR PIPELINE 4.57 WIDE
 CREATED BY K.40556
 COURT YARD.
 PATIO.
 VERANDAH.

Reduction Ratio 1: 1000

Lengths are in metres

Registered Surveyor
[Signature]

Council Clerk
[Signature]

SURVEYORS REFERENCE: 9.1521

FORM 2

TABLE OF VERTICAL LIMITS
 LEVELS EXPRESSED ARE IN RELATION TO THE
 UPPER SURFACE OF THE CONCRETE FLOOR OF
 THE GROUND FLOOR OF LOT 9

LOT	UPPER LIMIT	LOWER LIMIT
6	13 ABOVE	2 BELOW
7	15 ABOVE	0
8	18 ABOVE	6 ABOVE
9	14 ABOVE	3 BELOW
10	15 ABOVE	3 BELOW
11	10 ABOVE	3 BELOW

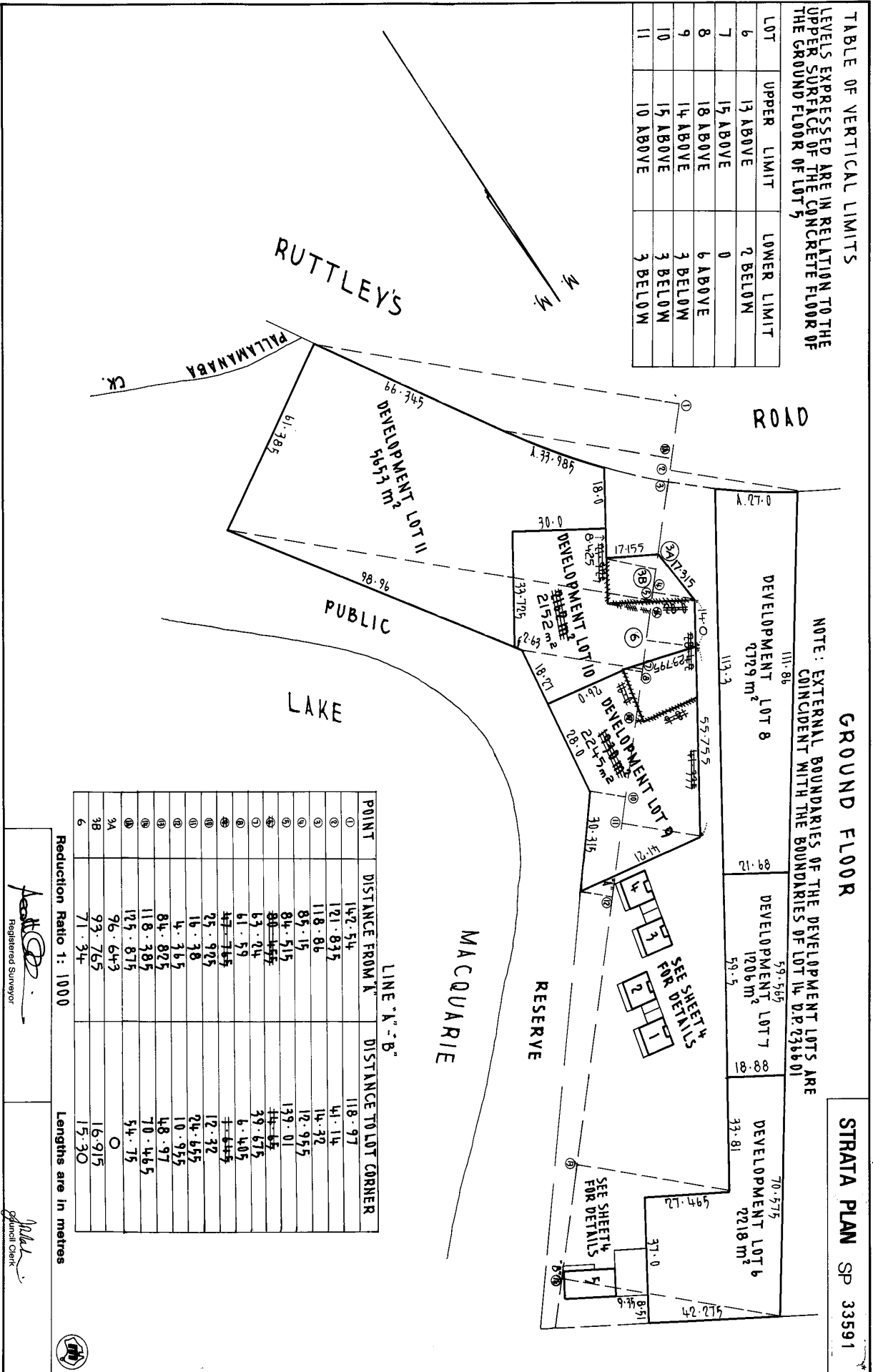
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

GROUND FLOOR

STRATA PLAN SP 33591

Sheet No. 3 of 4 Sheets

NOTE: EXTERNAL BOUNDARIES OF THE DEVELOPMENT LOTS ARE
 COINCIDENT WITH THE BOUNDARIES OF LOT 14 D.P. 236601



POINT	DISTANCE FROM 'A'	DISTANCE TO LOT CORNER
①	142.54	118.97
②	121.835	41.14
③	118.86	14.32
④	85.15	12.955
⑤	84.515	139.01
⑥	80.455	44.65
⑦	63.704	39.675
⑧	61.59	6.405
⑨	47.745	11.645
⑩	25.975	12.32
⑪	16.98	24.655
⑫	4.365	10.955
⑬	84.825	48.97
⑭	118.385	70.465
⑮	125.875	54.75
⑯	96.643	0
⑰	93.765	16.915
⑱	71.34	15.30

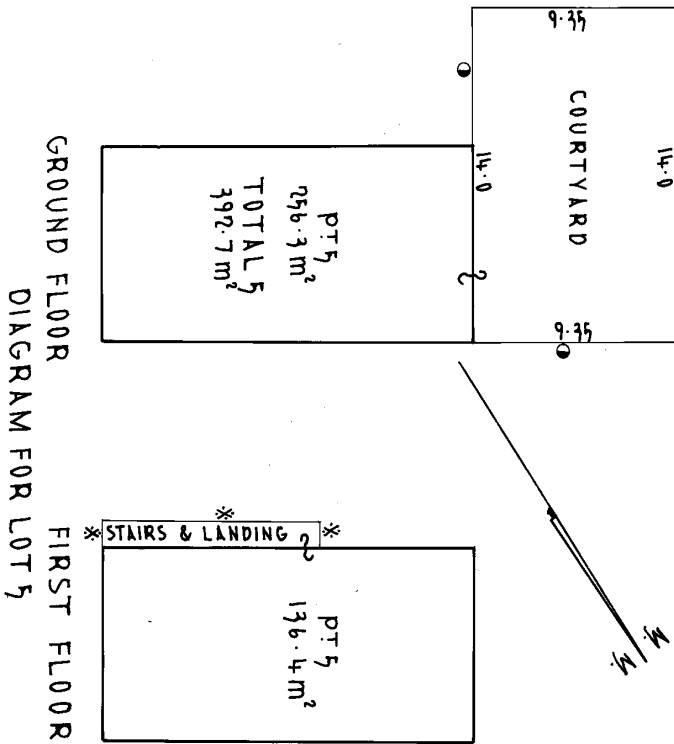
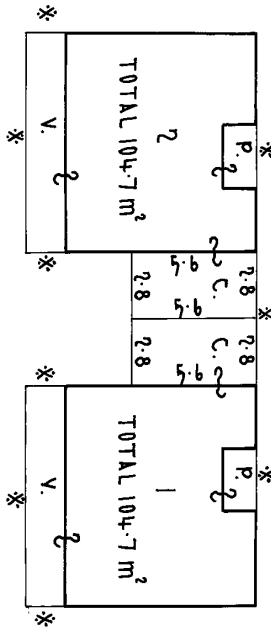
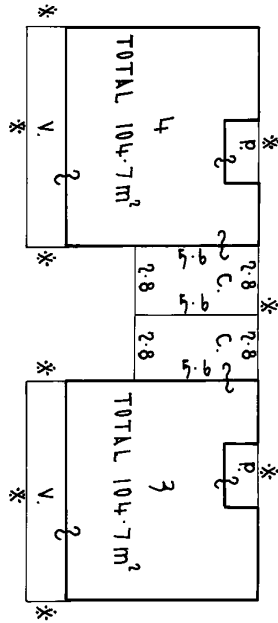
Reduction Ratio 1: 1000

Lengths are in metres

Registered Surveyor
 S. 1521

Municipal Clerk

GROUND FLOOR LOTS 1-4



GROUND FLOOR
 DIAGRAM FOR LOT 5
 FIRST FLOOR

- P. DENOTES COVERED PATIO
- V. DENOTES COVERED VERANDAH
- C. DENOTES COVERED CARPORT
- * DENOTES EDGE OF CONCRETE SLAB
- PROLONGATION OF EXTERNAL FACE OF WALL

NOTE: THE STRATUM OF THE COURTYARD EXTENDS FROM 10 ABOVE TO 10 BELOW THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR PART LOT 5 ADJOINING.
 THE STRATUM OF THE STAIRS AND LANDING EXTENDS TO 3 ABOVE THEIR RESPECTIVE CONCRETE SURFACES.

FOR LOT 5
 SEE DIAGRAM

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYOR'S REFERENCE S. 1521

Form: 13RVM
Release: 3.2
Licence:
Licensee:

VARIATION OR MODIFICATION OF RESTRICTION ON THE USE OF LAND



AN616200F

Firm name:

New South Wales
Section 88, 88D(15), 88E(7) or 89(8)
Conveyancing Act 1919

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	26/SP58403, 27/SP58403, 28/SP58403, 29/SP58403, 30/SP63806, 31/SP63806, 32/SP63806, 33/SP63806, 34/SP63807, 35/SP63807, 36/SP63807, 37/SP63807, 38/SP63807, 39/SP63807		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	519E	VIKING LEGAL SERVICES LLPN: 125626F Reference: QWP - 733591	VR
(C) RESTRICTION	SP33591		
(D) APPLICANT	Owners Corporation of SP33591		

EV226744

(E) 1. VARIATION: SECTION 88 CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant applies to have a recording made in the Register of the above restriction on the use of land dated , of which is annexed hereto and marked

2. VARIATION: SECTION 88D(15) CONVEYANCING ACT 1919

The above restriction on the use of land having been varied in the manner set out in annexure A the applicant, being the prescribed authority entitled to enforce that restriction, applies to have a recording made in the Register giving affect to that variation.

3. VARIATION: SECTION 88E(7) CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant, being the , applies to have a recording made in the Register of a memorandum dated and annexed hereto marked varying the above restriction on the use of land.

(F) The consent of each person against whom the restriction is enforceable is annexed hereto and marked B

4. MODIFICATION: SECTION 89(8) CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated , an office copy of which is annexed hereto and marked , modifying the above restriction on the use of land.

DATE 22nd August 2013

(G) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appears(s) below.

Company: Owner's Corporation of SP33591
Authority: section 127 of the Corporations Act 2001

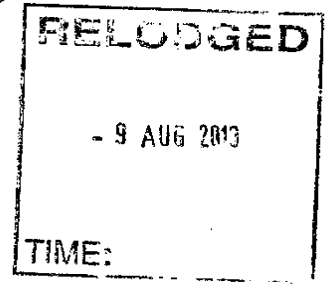
Signature of authorised person:

Name of authorised person: Nikita Richards
Office held: Strata Manager



Signature of authorised person:

Name of authorised person:
Office held:

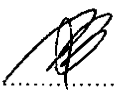


* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 33591 was affixed on Approved Form 13 RVM Variation or Modification of Restriction on the Use of Land in the presence of the following person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: NAKIA RICCI Authority: Strata Manager
Date: 22-8-2018

Approved Form 13

Certificate of Owners Corporation


Special Resolution

The owners corporation certifies that on 20 November 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 33591 was affixed on Approved Form 13 RVM Variation or Modification of Restriction on the Use of Land in the presence of the following person authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: NAKIRA RICHMOND Authority: Strata Manager

Date: 22-3-2018

ANNEXURE 'A'

THIS IS ANNEXURE 'A' referred to in Approved Form 13RVM Variation or Modification of the Restriction on the Use of Land dated 22 August 2018.

The Restriction as to User listed on:

Lots 26, 27, 28 and 29 in SP 58403 (Lot in the original SP 33591),

Lots 30, 31, 32 and 33 in SP 63806 (Lot 9 in the original SP 33591),

Lots 34, 35, 36, 37, 38 and 39 in SP 63807 of SP 33591 (Lot 8 in the original SP 33591) shall be amended to read as follows:

"The burdened land is for use as an Integrated Tourist Community, that contains the following:

- (a) Tourist Facilities, including a range of accommodation types (including dwellings), and
- (b) A combination of land uses including community facilities, recreation facilities and retail premises, appropriate to the community's needs."

The name of the Authority whose consent is required to release, vary or modify the restriction is Lake Macquarie City Council.

Annexure: "B" to Variation or Modification of Restriction On the Use of Land (Form 13RVM)
(Dealing AN616200F)

Parties: The Owners – Strata Plan No. 33591 & Lake Macquarie City Council

Dated: 22 August 2018

Text: We the registered proprietors of the titles referred to at (A) on page 1 of this dealing consent to this dealing:

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *LESLEY RUSSELL*

Name of witness: *Lesley Russell*

Address of witness: *23/77 Kuttley Rd
Wye Pk*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 26 in Strata Plan 58403 Folio 26/SP58403.

Signature of registered proprietor:

Robert John Russell
Robert John Russell

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *M. Wollert*

Name of witness: *Margit WOLLERT*

Address of witness: *5 Gilba Place
Lilydale/Vic 3140*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 27 in Strata Plan 58403 Folio 27/SP58403.

Signature of registered proprietor:

Richard Hardy Arthur Dowse
Richard Hardy Arthur Dowse
Robyn Patricia Dowse
Robyn Patricia Dowse

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *Brent Scarpin*

Name of witness: *BRENT SCARPIN*

Address of witness: *11 SKYE CL
HAMLYN TERRACE*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 28 in Strata Plan 58403 Folio 28/SP58403.

Signature of registered proprietor:

William Phillip Primmer
William Phillip Primmer
Rhonda Jean Primmer
Rhonda Jean Primmer

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *Wendy Solomon*

Name of witness: *Wendy Solomon*


Address of witness: *15A WINIFRED AVE
CARINGBAH 2229
(JP NO 121479)
Justice of Peace*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 29 in Strata Plan 58403 Folio 29/SP58403.

Signature of registered proprietor:

Brian Joseph Hewett
Brian Joseph Hewett
Carolyn Joy Hewett
Carolyn Joy Hewett

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: 

Name of witness: Adam Boardman

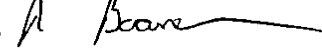
Address of witness: 7 Jacaranda Close
Cooranbong 2265

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 30 in Strata Plan 63806 Folio 30/SP63806.

Signature of registered proprietor:



Graham Peter Stork



Rhonda Anne Boardman

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 31 in Strata Plan 63806 Folio 31/SP63806

Signature of registered proprietor:



[see page 8] jwh

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness:

Name of witness: Michelle Cook

Michelle Cook

Address of witness: 26/77 Ruttleys Rd
Wyee Point 2259

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 32 in Strata Plan 63806 Folio 32/SP63806.

Signature of registered proprietor:



Garrey William Wood



Roslyn Ann Burton

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: 

Name of witness: MICHAEL MORGAN-DELLER

Address of witness: 50 CAVE ROAD
STRATHFIELD NSW 2135

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 33 in Strata Plan 63806 Folio 33/SP63806.

Signature of registered proprietor:



Laura Morgan-Deller

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1]

Signature of witness: 

Name of witness: MARLENE
VANDOOREN

Address of witness: 34/77 RUTTLEYS RD
WYEE POINT NSW
2259

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 34 in Strata Plan 63807 Folio 34/SP63807.

Signature of registered proprietor:

Marina Van Dooren



I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *M. Doherty*
Name of witness: **Margit Wolpert**

Address of witness: *5 Gilboa Place, Sydney Vic. 3140*

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *[Signature]*
Name of witness: **K. BUDDEN**

Address of witness: *50 VOLES RD MANNINGHAM VIC 3089*

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *[Signature]*
Name of witness: **X LYNETTE TREVITHICK**

Address of witness: *X 19/2-10 ROBY ST CIOROKAN*

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *[Signature]*
Name of witness: **GEORGE WILLIAMS**

Address of witness: *8 SUNSET PDE CHAIN VALLEY BAY*

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness: *[Signature]*
Name of witness: **DIANA MCKENZIE**

Address of witness: *12/77 BUTTLEYS RD WYEE 2259*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 35 in Strata Plan 63807 Folio 35/SP63807.

Signature of registered proprietor: *[Signature]*
Graham Walter Barlow

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 36 in Strata Plan 63807 Folio 36/SP63807.

Signature of registered proprietor:
Paul Tyler

Johanna Helen Hayes *[Signature]*

Certified correct for the purposes of the Real Property Act 1900 by the attorney for the registered proprietor of Lot 37 in Strata Plan 63807 Folio 37/SP63807 who signed this dealing pursuant to the power of attorney specified:

Signature of attorney: X *[Signature]*
Attorney's name: **Stuart Russell Johnston**
Signing on behalf of Laura Johnson
Power of attorney Book **4754** No. **423**

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 38 in Strata Plan 63807 Folio 38/SP63807.

Signature of registered proprietor:
Elaine Celia Adam *[Signature]*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of Lot 39 in Strata Plan 63807 Folio 39/SP63807

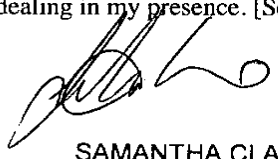
Signature of registered proprietor:
Alan Grimwood *[Signature]*
Lyn Grimwood *[Signature]*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietors of Lot 31 in Strata Plan 63806 Folio 31/SP63806

Signatures of registered proprietors:

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness:



Name of witness:

SAMANTHA CLARKE
13/12-16 Wallis Street
Forster NSW 2428
Licensed Conveyancer No. 1370235



Craig John Ward

Address of witness:

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness:



Name of witness:

Gwendolen Revitt JP
202657



Michelle Stephanie Ward

Address of witness:

Wyang CourtHouse Hely St Wyong

I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence. [See note* on page 1].

Signature of witness:

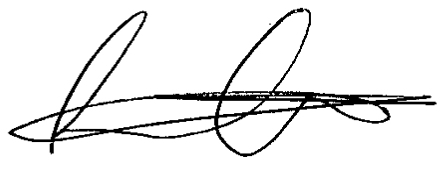


Name of witness:

Robert William Ward

Address of witness:

27 HILLSIDE DRIVE
BERKELEY LAKE
NSW 2261



Annexure: "C" to Variation or Modification of Restriction

Parties:

No. Owners - Strata Plan No. 33591 & Lake Macquarie City Council

Dated:

Text:

Executed by Lake Macquarie City Council being the person empowered to release, vary or modify the Restriction.

Certified correct for the purposes of the Real Property Act 1900 by its authorised delegate pursuant to section 378 Local Government Act 1993

Signature of delegate: *G. Field*

Full name of delegate: *Gregory Thomas Field*

Authority of delegate: s378 Local Government Act 1993

Signing on behalf of: Lake Macquarie City Council

I certify that I am an eligible witness and that the delegate signed in my presence

Signature of witness: *[Handwritten Signature]*

Full name of witness: *HEATH TIMOTHY ROBERTSON*

Address of witness: *126-136 MAIN ROAD, SPEER POINT, NSW*

*I am authorised to make the alterations which have been made to this dealing, namely, the removal of pages (unnumbered) 3, 6-20, the insertion of 5-9 in lieu and the re-numbering of the pages:
John Hollie 8.8.2019*



AN843994T

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP33591	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE LAWYERS SUITE 1, LEVEL 10, 46 MARKET STREET, SYDNEY 2000 (02) 9091 8068 Reference: SP 33591
		CODE CH

- (C) The Owners-Strata Plan No. 33591 certify that a special resolution was passed on 4/8/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 8; Special by-laws 1-8, 10, 11&17
Added by-law No. 18 & 19; Special by-laws 16 & 17
Amended by-law No. see below
as fully set out below:
- Amended by-laws No. 2, 5-7, 13; Special by-laws 9, 12, 13, 19-21 (now renumbered as set out below)
 - By-laws 9-15 have been renumbered by-laws 8-14 respectively.
 - By-laws 17-21 have been renumbered by-laws 15-19 respectively.
 - Special by-laws 9, 12, 13 and 19-21 have been renumbered Special by-laws 1-3 and 5-7 respectively.
 - PLEASE SEE ATTACHED ANNEXURE "A" FOR CONSOLIDATED BY-LAWS
 - BY-LAWS 1-5 ARE AT PAGE 2 OF ANNEXURE "A"
 - BY-LAWS 6-8 ARE AT PAGE 3 OF ANNEXURE "A"
 - BY-LAWS 9-14 ARE AT PAGE 4 OF ANNEXURE "A"
 - BY-LAWS 15-19 ARE AT PAGE 5 OF ANNEXURE "A"
 - SPECIAL BY-LAWS 1-6 ARE AT PAGE 6 OF ANNEXURE "A"
 - SPECIAL BY-LAWS 7-9 ARE AT PAGE 7 OF ANNEXURE "A"
 - SPECIAL BY-LAW 10 IS AT PAGE 8 OF ANNEXURE "A"
 - SPECIAL BY-LAW 11 IS AT PAGE 9 OF ANNEXURE "A"
 - SPECIAL BY-LAWS 12-16 ARE AT PAGE 12 OF ANNEXURE "A"
 - SPECIAL BY-LAW 17 IS AT PAGE 15 OF ANNEXURE "A"
- (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. 33591 was affixed on *1st November 2018* in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: *NAKITA RICHARDS*

Authority: STRATA MANAGER

Signature:

Name:

Authority:



ANNEXURE "A"

SP 33591 Consolidated By-Laws

STRATA PLAN 33591
BY-LAWS

A BY-LAWS

1. Noise

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

2. Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- (2) Clause (1) of this by-law excludes parking by an owner or occupier on their own driveway or their own parking wing.
- (3) If a vehicle is parked in breach of this by-law and it is left on common property, placed so that it blocks an exit or entrance or otherwise obstructs the use of common property, in accordance with section 125 of the Strata Schemes Management Act 2015, the owners corporation may initiate the procedures for the removal of the vehicle in accordance with clause 34 of the Strata Schemes Management Regulation 2016'.
- (4) Any costs incurred by the owners corporation in relation to the breach of this by-law will be recovered by the owners corporation as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the loss is fully recovered.
- (5) "removal notice" in this by-law means a written notice pursuant to clause 34 (3) the Strata Schemes Management Regulations 2016.
- (6) "vehicle" or "motor vehicle" in this by-law has the meaning given in the Impounding Act 1993.
- (7) "visitor" means any person authorised by the owner or occupier of a lot to be on the common property, including tradespersons.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

ANNEXURE "A"

SP 33591 Consolidated By-Laws

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot; and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to clause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners, occupiers and invitees

- (1) 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 interfere with the peaceful enjoyment of or cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with the by-laws of the Scheme where applicable, in particular, but not limited to, clause (1) of this by-law.
- (3) In this by-law, "invitees" includes, but is not limited to, tradesperson engaged by an owner or occupier.

7. Children playing on common property in building

- (1) 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.
- (2) Subsequent to Clause (1), the owner or occupier responsible must ensure that children do not create any noise on 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.

8. Depositing rubbish and other material on common property

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

ANNEXURE "A"

SP 33591 Consolidated By-Laws

9. Drying of laundry items

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

10. Cleaning windows and doors

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

11. Storage of inflammable liquids and other substances and materials

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

12. Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owner or occupier of a lot (including any prospective tenants) must use reasonable care when moving objects through the common property so to avoid any damages to the common property or to the other lots.
- (3) If required, the owner or occupier moving furniture or objects through the common property must adequately protect the common area affected by the moving of furniture or other objects.

13. Floor coverings

- (1) 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.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

14. Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 24 hours before the time at which garbage is normally collected, and

ANNEXURE "A"

SP 33591 Consolidated By-Laws

- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

15. Appearance of lot.

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) 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.

16. Notice board

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

17. 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).

18. Preservation of fire safety and prevention of hazards

- (1) The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property or to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.
- (2) Without limiting the generality of clause (1), an owner or occupier of a lot must not:
 - (a) Obstruct access to any stairwell, doorway or water access point with screen/security doors,
 - (b) Obstruct access to any stairwell, doorway or water access point with any items (including but not limited to boxes, bikes, prams and trollies),
 - (c) Place any items outside their entrance doorway on common property (including but not limited to plants and door mats),
 - (d) Use any open flames within their lot or on the common property, and
 - (e) Use any portable gas cylinder in the cooking or heating within their lot or on the common property.

19. Smoke Penetration

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

ANNEXURE "A"

SP 33591 Consolidated By-Laws

B SPECIAL BY-LAWS

(Special by-laws 1-21 created by Dealing No. Z582386 incorporating amendments by later dealings as noted throughout.)

Special By-Law 1 Displaying of signs, etc.

- (1) No name, writing, drawing, sign board, plate, placard, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building and no article shall be projected out of any window or over any balcony without the approval in writing of the strata committee.
- (2) The strata committee may impose conditions upon the approval.

Special By-Law 2 Behaviour of lessees and licensees

A proprietor of a lot which is the subject of a lease or license agreement shall must take all reasonable steps, including, but not limited to, any action available under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

Special By-Law 3 Complaints

All complaints or applications to the owners corporation or the strata committee shall be addressed in writing to the secretary or the managing agent of the owners corporation.

Special By-Law 4 Weight limit for vehicles

A proprietor or occupier shall not bring onto the common property or permit the bringing onto the common property of any articulated motor vehicle or motor vehicle having an unladen weight in excess of 3 tonnes except for the purpose of the delivery or removal of furniture or other chattels except with the prior written consent of the council of the owners corporation.

Special By-Law 5 Speed limit for vehicles

A proprietor or occupier of a lot shall not:-

- (a) drive or propel any motor or other vehicle upon common property at a speed in excess of ten (10) kilometres per hour;
- (b) drive or propel any motor or other vehicle upon common property which is not registered for use upon public roads in accordance with the laws of any State or Territory of Australia;
- (c) drive or propel or start to allow to operate any motor or other vehicle upon the parcel which is reasonably considered by the other residents in the Scheme excessively noisy or which emits an excessive level of exhaust or other fumes;
- (d) park any more than one trailer and boat upon the common property to the intent that only one trailer and boat shall be permitted upon the common property for a lot and then only upon an area set aside for trailer parking.

Special By-Law 6 Road rules

(Original Paragraph (d) created by Dealing No. Z582386 was deleted and replaced by new paragraph (d) created by Dealing No. 9440735 as appears below.)

A proprietor or occupier of a lot shall:-

- (a) observe any signs placed upon the common property by the owners corporation and relating to the use of the roadways, including but without limiting the generality of the foregoing, any "STOP" "GIVE WAY" or "ONE WAY" signs;

ANNEXURE "A"

SP 33591 Consolidated By-Laws

- (b) when using such roadways shall do so generally in accordance with the regulations for use of public roads made pursuant to the provisions of the New South Wales Road Transport Act 2013, so far as the same are reasonably capable of being applied and so far as they are not otherwise inconsistent with these bylaws;
- (c) ensure that access to the boat ramp adjoining the common property is unhindered at all times except when actually launching or recovering a vessel; and
- (d) at all times ensure that access to lot 5 or any lot created from the subdivision of lot 5, and to the adjoining marina is unhindered in any way.

Special By-Law 7 Keeping of Animals

(Original Paragraph (d) created by Dealing No. Z582386 was deleted and replaced by new paragraph (d) created Dealing No. AG503612 as appears below.)

- (a) Subject to sections 139(5) & 157 of the Strata Schemes Management Act 2015 (NSW), a proprietor or occupier of a lot shall not, without the current approval in writing of the owners corporation, keep or permit any animal upon or within a lot or the common property.
- (b) The owners corporation shall not unreasonably withhold or withdraw its approval to the keeping of an animal upon a lot or permitting the same to be upon the common property where the proprietor or occupier undertakes at all times to ensure that the behaviour of the animal does not unreasonably interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.
- (c) Where the owners corporation has approved of the keeping of an animal upon a lot or has permitted the same to be upon the common property, that approval or permission may be withdrawn where the owners corporation is satisfied that the undertaking given to the owners corporation has been breached.
- (d) To ensure that at all times whilst an animal is on common property that they are restrained on hand held leash or carried and all droppings are picked up, bagged and disposed of in a garbage bin.

Special By-Law 8. Lot 40 Common property rights (car/trailer spaces)

(Created by Dealing No. 7523644. Former by-law 20.)

The owner of lot 40 in SP 64978 shall be entitled to exclusive use and enjoyment of that part of the common property comprising 24 car and/or trailer parking spaces lying to the east of the Amenity Block and coloured green in the plan titled "Overall Plan View" in the Development Statement incorporated in the Strata Scheme and initialled by the Chairman of the general meeting of owners on 23 July 1993, on the following terms:

- (a) such car and/or trailer parking spaces shall be used only for the purpose of parking motor vehicles, trailers and boats; and
- (b) the owner of lot 40 shall be responsible for the proper maintenance and keeping in a state of good repair of the said car and/or trailer parking spaces.

Special By-Law 9. Lot 5 Improvements and subdivision

(Created by Dealing No. 3859458.)

On the following conditions the proprietor for the time being of Lot 5 ("the proprietor") shall have a special privilege in respect of common property to:

- (a) extend the existing dwelling erected upon lot 5;
- (b) convert the existing dwelling into two townhouses; and

ANNEXURE "A"

SP 33591 Consolidated By-Laws

- (c) erect on the land designated (x) on Strata Plan 33591 two double garages measuring 7 metres by 6 metres or thereabouts.

Conditions

1. The works shall be designed and constructed so that the external appearance of the works once complete shall be in keeping with the other buildings on the parcel.
2. Subject to condition 3 and to the by-laws from time to time, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
3. The proprietor shall maintain in a state of good and serviceable repair any alterations and additions undertaken pursuant to this by-law and shall repair and replace those alterations and additions whenever necessary.
4. Before the works commence, the proprietor shall forward to the Owners Corporation a copy of the building approval of the local council to the works. The works shall be undertaken in accordance with the plans and specifications approved by the local council.
5. The works shall be done in a proper and tradesmanlike manner and by duly licensed tradesmen.
6. The works must be undertaken so as to cause minimum disturbance or inconvenience to the proprietors or occupiers of other lots.
7. If lot 5 is subdivided, the benefit of this by-law shall enure to the benefit of the proprietor or proprietors for the time being of the lot or lots created as a result of the subdivision.

Special By-Law 10. Lot 5 Common property rights (improvements)

(Created by Dealing No. 3859458.)

On the following conditions, the proprietors for the time being of Lot 5 ("the proprietors") shall have a special privilege in respect of the common property to:

- (a) erect an additional townhouse upon lot 5 abutting the existing dwelling;
- (b) erect on the land designated (x) on Strata Plan 33591 a double garage measuring 7 metres by 6 metres or thereabouts;
- (c) construct on the land designated (x) on Strata Plan 33591 a swimming pool measuring 9.5 metres by 4.5 metres (variable) north east of the existing building on lot 5.

Conditions

1. The works shall be designed and constructed so that the external appearance of the works once complete shall be in keeping with the other buildings on the parcel.
2. Subject to condition 3 and to the by-laws from time to time, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
3. The proprietor shall maintain in a stage of good and serviceable repair any alterations and additions undertaken pursuant to this by-law and shall repair and replace those alterations and additions whenever necessary.
4. Before the works commence, the proprietor shall forward to the Owners Corporation a copy of the building approval of the local council to the works. The works shall be undertaken in accordance with the plans and specifications approved by the local council.
5. The works shall be done in a proper and tradesmanlike manner and by duly licensed-tradesmen.

ANNEXURE "A"

SP 33591 Consolidated By-Laws

6. The works must be undertaken so as to cause minimum disturbance or inconvenience to the proprietors or occupiers of other lots.
7. If lot 5 is subdivided, the benefit of this by-law shall enure to the benefit of the proprietor for the time being of the lot or lots created as a result of the subdivision.

Special By-Law 11 Lot 40 Common property rights – business premises

(Paragraph 1 created by Dealing No. 7523644. Paragraph 2 created by Dealing No. AA982782. Previously Special By-Law 30.)

1. The owner of lot 40 in SP 64978 shall be entitled to the exclusive use and enjoyment and special privileges of that part of the common property designated (x) on strata plan 33591, and may operate upon lot 40 and upon the common property designated (x) such lawful business activities as may be permitted by the local council including retail activities associated with the adjoining marina and the storage of boats and equipment on condition that said owner shall be responsible for properly maintaining and repairing the common property so designated.
2. This by-law does not apply to the area shown cross hatched on the attached Plan B.

ANNEXURE "A"

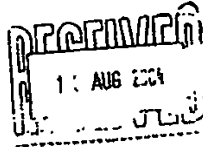
SP 33591 Consolidated By-Laws

Req:R434881 /Doc:DL AAS22782 /Rev:29-Sep-2004 /Site:SC.GK /Prt:07-Jul-2011 14:58 /Pgs:ALL /Seq:2 of 3
Ref:2300/volk/pd /src:17

10 August 2004

1777 Rutleys Road
WYBB NSW 2259

Mr M Gilday
CSTM Pty Ltd
PO Box 676
NEWCASTLE NSW 2300



Dear Michael

AGM SP33591, 14 AUGUST 2004: Amendment of By-Law 30

We understand that by-law 30 was created for the benefit of activities associated with the marina, prior to the construction of units 18 and 19.

We have been told that Mr J Jacobs, the previous marina owner, intended to amend by-law 30 as proposed in the AGM agenda, but that this did not occur.

We have no objection to the amendment of by-law 30 as set out in the agenda for the Annual General Meeting to be held on 14 August 2004.

Yours sincerely

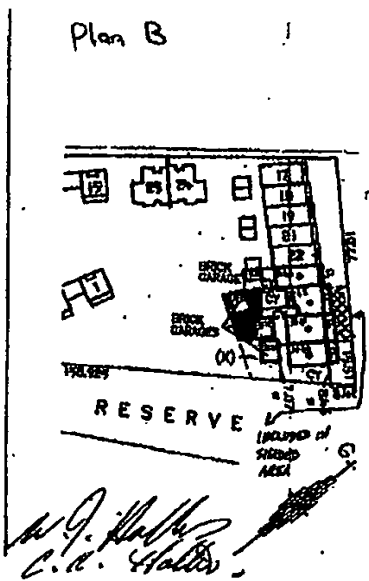
C. Hollis
W and C Hollis

20/3

ANNEXURE "A"

SP 33591 Consolidated By-Laws

Req:8424881 /Doc:DL AN843994 /Rev:29-Sep-2004 /Sta:SO.OK /Prt:07-JUL-2011 14:58 /Pgs:ALL /Seq:3 of 3
Ref:3900/volk/pd /Src:7



313

T 9942
P14

720C706670:YVW
2022296:101

80-607-2294 17:05 FROM: 03-03-2018
0017-02-02 14:08

ANNEXURE "A"

SP 33591 Consolidated By-Laws

Special By-Law 12 Common property rights – sewerage

(Created by Dealing No. AC54557. Previously Special By-Law 31.)

Specially Resolve to create a special by law to approve the connection to sewer including all associated pipes, drainage, pumping station and removal of existing envirocycle and pump-out equipment. The Owners Corporation shall be responsible for all costs relating to the sewer including future repair and maintenance within the boundaries of Strata Plan 33591.

Special By-Law 13 Lot 13 Handrail

(Created by Dealing No. AD785420. Previously Special By-Law 33.)

That the owner of Lot 13 be permitted to retain the handrail on common property at the front of Lot 13. The Owner of Lot 13 shall be responsible for the maintenance of the handrail in a good state of repair, should the handrail be removed at any stage then the Owner of Lot 13 shall reinstate the common property to its original condition.

Special By-Law 14 Lot 12 Works

(Paragraphs (a)-(c) created by Dealing No. AD785421. Paragraph (d) created by Dealing No. AE132141. Previously Special By-Law 34.)

- (a) The Owner of Lot 12 be permitted to install the following: Thermal insulation to the roof cavity of Lot 12 (unit 8).
- (b) Material to be either fiberglass or mineral fibre, both materials meet Australian standards and have a zero fire rating and will not increase the fire risk in the unit structure.
- (c) *A "Supervent" whirlybird type extractor ventilator to the Western side of the roof. Colour of the Supervent to match the existing roof tiles.
- (d) A wall mounted air conditioner to the Northern wall of the lounge room. The installation and maintenance of the air-conditioner would be the responsibility of Lot 12 (unit 8).

Special By-Law 15 Lot 44 Works

(Created by Dealing No. AD785422. Previously Special By-Law 35.)

- (a) That the Owner of Lot 44 be permitted to install a sliding metal gate at the roadway at the tennis court on the existing brick pillars.
- (b) Gates are to be closed (not locked) at night to enhance security of boats and cars in the car park area.
- (c) The cost of the gates, installation and repair and maintenance will be borne by the Owner of Lot 44.
- (d) The Owner of Lot 44 shall be permitted to remove the gates at any stage.

Special By-law 16 Recovery of Costs

1. This by-law authorises the Owners Corporation to recover as a debt, as well as interest on that debt and the expenses in recovering such amounts, all costs incurred by the Owners Corporation in addressing and remedying the breach of the By-Laws of the Strata Scheme including, but not limited to, site inspections, reports, removal of unauthorised works and installations, restoration of the common property, issuing of notices, the seeking of legal advice before commencing legal action, obtaining legal services, including any legal proceeding to enforce compliance with the By-Laws of the Strata Scheme.
2. "**Contribution**" means a contribution recoverable by the Owners Corporation and in connection with the breach or breaches of By-Law/s.

ANNEXURE "A"

SP 33591 Consolidated By-Laws

3. **"Excess"** means any excess paid to the Owners Corporation's insurer on a claim under its insurance policy relating to damage caused to common property by an Owner's Appliance or by his or her Occupier's Appliance and includes any increase in insurance premiums payable by the Owners Corporation attributable to that damage.
4. **"Expenses"** means the reasonable expenses of the Owners Corporation incurred in recovering those amounts.
5. **"Interest"** means interest recoverable by the Owners Corporation pursuant to section 86(2A) of the Act.
6. **"Legal Services"** includes obtaining legal advice and taking legal action, including, but not limited to the legal action to recover any expenses related to the breach of by-law.
7. **"Notice"** means a notice requiring compliance with the by-laws under section 146 of the Act or a notice notifying the offender that they are in breach of By-Laws.
8. **"Occupier"** means a person in lawful occupation of a Lot and includes, without limiting the generality of the foregoing, lessees and licensees and invitees who resides in a Lot for more than 3 days per week on average, but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.
9. **"Owner"** means the owner or owners of a residential Lot of Strata Plan 33591.
10. **"Reports"** means any professional written report for which any payment may be required, and created for the purpose of assessing the breach or breaches of By-Law and/or its consequences.
11. **"Site Inspections"** means any attendance at the Strata Scheme by a person authorised by the Owners Corporation for the purpose of ascertaining one or more breaches of By-Law and to estimate damages and/or costs suffered by the Owners Corporation.
12. **"Strata Scheme"** means Strata Plan 33591.
13. To the extent of any inconsistency with previous by-laws, this by-law prevails.

No Breaches

14. Every Owner must comply with the By-Laws of the Strata Scheme and must ensure that neither the Owner nor any Occupier or their Invitees does or permits to happen anything which constitutes or may constitute a breach of the By-Laws.

Recovery

15. Either the Owners Corporation, the Strata Committee or the Managing Agent is authorised to take all steps to recover Expenses, Contributions, Interests or any amount due as a debt to the Owners Corporation pursuant to this by-law.
16. In the event that an Owner breaches clause 14 of this by-law (or their Occupier or Invitee breaches clause 14), and:
 - (a) the Managing Agent sends a Notice, the Owners Corporation may recover from that Owner the reasonable cost of the Managing Agent sending that Notice;
 - (b) the Owners Corporation may recover from that Owner:
 - i. any cost the Owners Corporation incurs as a result of that breach; and
 - ii. any amount that the Owner should have paid under a by-law.
 - iii. any expenses (including interests) the Owners Corporation incurred in the recovery process.

ANNEXURE "A"

SP 33591 Consolidated By-Laws

17. The Owners Corporation is entitled to recover expenses due under this by-law in either the same action or a separate action from the one in which it seeks to recover:
 - (a) any other amount due under this by-law;
 - (b) any other Contributions or Interest not related to this by-law.
18. Any expense of the Owners Corporation which is recoverable from an Owner pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay that expense.

Expenses

19. Without limiting the generality of clauses 16 and 17, the Owners Corporation shall be entitled to recover from an Owner as an expense:
 - (a) any fees charged or disbursements incurred by the Managing Agent for sending account reminders, instructing third parties in the collection of any amount due, calling, conducting or attending any meeting predominantly related to the recovery of an amount due as a debt by any Owner and preparing and giving evidence in any proceedings for collection of any amount due as a debt by any Owner;
 - (b) any costs relating to the loss of use of a visitor parking space, where the breach relates to visitor car parking;
 - (c) any costs and disbursements of any third party involved as consequence of breach of by-law and for its rectification.
 - (d) the costs and disbursements of any solicitor or agent incurred by the Owners Corporation in the recovery of any amount due on an indemnity basis;
 - (e) the costs of any enquiries made to ascertain the whereabouts of the Owner or made in relation to the Owner, any property of the Owner or anyone associated or reasonably thought to be associated with the Owner; and
 - (f) any goods and services tax payable by the Owners Corporation on any expenses recoverable from an Owner.
20. The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable to pay the expense.
21. Any invoice issued by the Owners Corporation or the Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

Allocation of Moneys

22. Notwithstanding any direction by an Owner to the contrary, the Owners Corporation shall be entitled, in its absolute discretion, to set off any monies received from an Owner against any amount due as a debt by that Owner to the Owners Corporation.

Invoicing

23. The Owners Corporation may issue an invoice to any Owner for any amount due under this by-law. Where the Owner has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address.
24. Any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person liable for payment.

ANNEXURE "A"

SP 33591 Consolidated By-Laws

Interest

25. Any Amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has been issued in relation to that debt, bear simple interest at the rate of 10% per annum until the loss and damage is made good.
26. The Owners Corporation may recover as a debt interest calculated in accordance with clause 25.

Special By-Law 17 Minor Renovations

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Minor Renovations which affect the common property and/or impact on an owner or occupier on a lot.
2. Each Owner has the right to undertake the following "Minor Renovations" or "works", subject to the following conditions found in section 110 of the *Strata Schemes Management Act 2015* and as prescribed by the Regulations –
 - (a) Renovating and or replacing a kitchen, a bathroom or a laundry (not including any waterproofing works including the replacement of waterproofing membranes);
 - (b) Changing recessed light fittings and / or other types of light fittings;
 - (c) Installing or replacing wood or other hard floors (not including the installation of 'floating floorboards' or alike material in bedrooms or bathrooms).;
 - (d) Installing or replacing wiring or cabling or power or access points;
 - (e) Installing or replacing garage door motors;
 - (f) Work involving reconfiguring walls (not including load-bearing walls or any structural works);
 - (g) Installing a reverse cycle split system air conditioner (not affecting the external appearance of the building);
 - (h) Installing a solar photovoltaic system or solar hot water;
 - (i) Installing a heat pump;
 - (j) Installing ceiling insulation;
 - (k) Installing or replacing venting to carry exhaust air outside from items such as:
 - i. a range hood,
 - ii. oven,
 - iii. shower,
 - iv. clothes dryer,
 - v. gas heater, or
 - vi. similar appliance.
3. Pursuant to section 110(6)(b) of the *Strata Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Renovations outlined in this by-law.
4. Where any works covered under clause 2 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the works

6. The Owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –
 - (a) the Strata Committee of the Owners Corporation; and

ANNEXURE "A"

SP 33591 Consolidated By-Laws

- (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
- (a) plans and drawings;
 - (b) specifications of work; and/or
 - (c) any other documents reasonably required by the Strata Committee.
8. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Strata Committee.
9. The Owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

Carrying out the works

10. In carrying out the works, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
 - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - (d) only undertake works at the times approved by the Strata Committee;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from undertaking the works immediately from the building; and
 - (g) comply with the requirements of the Strata Committee to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the works.
11. The Owner must ensure that the works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with the drawings and specifications approved by the local council and the Strata Committee.
12. If an Owner installs new flooring the Owner must ensure that the new flooring is provided with an acoustic underlay membrane achieving the performance standards that is expected of those types of flooring installations.

After completing the works

13. If an Owner installs new flooring and if required by the Strata Committee, the Owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the Works and those new flooring installations now

ANNEXURE "A"

SP 33591 Consolidated By-Laws

achieve the anticipated performance standards that is expected of those types of flooring installations.

Repair and Maintenance

14. The Owner must, at the Owner's cost:
 - (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.
15. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against –
 - (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
 - (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
17. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
18. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

19. The Owners Corporation reserves the right to take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
20. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

2 August 2023

LEANNE WHITE SOLICITOR
PO Box 835
FORSTER NSW 2428

Our Ref:160869
Your Ref: WARD
23248:168780
ABN 81 065 027 868

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

Fee Paid: 53.00
Receipt No: 12854158
Receipt Date: 1 August 2023

DESCRIPTION OF LAND

Address: 27/77 Ruttleys Road, WYEE NSW 2259
Lot Details: Lot 31 SP 63806
Parish: Morisset
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 2 Coastal management

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Draft Development Control Plan 2014

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

2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.
SP3 Tourist
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 2

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

Aquaculture; Boarding houses; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Function centres; Helipads; Hostels; Information and education facilities; Kiosks; Marinas; Markets; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Roads; Sewage reticulation systems; Sewage treatment plants; Signage; Tourist and visitor accommodation; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities

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

Funeral Homes; any other development not specified in item (ii) or (iii)

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

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

Yes

NOTE: Further information can be obtained by contacting Council's Integrated Planning Department on 49210 333.

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

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

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

No

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

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5

Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

Local Environmental Plan 2014 Heritage Map

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

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

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

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

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

No

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

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

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

No

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

No

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

No

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,

Lake Macquarie City Council Development Contributions Plan - Morisset Contributions Catchment - 2012

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

- (2) The name of the area, if the land is in a special contributions area under the Act,

Nil

4 Complying development

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

Housing Code

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

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

Lot 31 SP 63806

Complying development under the Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Low Rise Housing Diversity Code

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

Lot 31 SP 63806

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Housing Alterations Code

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

Lot 31 SP 63806

Complying development under the Housing Alterations Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial Alterations Code

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

Lot 31 SP 63806

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial (New Buildings and Additions) Code

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

Lot 31 SP 63806

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Subdivisions Code

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

Lot 31 SP 63806

Complying development under the Subdivisions Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Rural Housing Code

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

Lot 31 SP 63806

Complying development under the Rural Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Greenfield Housing Code

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

Lot 31 SP 63806

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

General Development Code

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

Lot 31 SP 63806

Complying development under the General Development Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Demolition Code

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

Lot 31 SP 63806

Complying development under the Demolition Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Fire Safety Code

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

Lot 31 SP 63806

Complying development under the Fire Safety Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Container Recycling Facilities Code

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

Lot 31 SP 63806

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on any part of the lot because the lot is affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

5 Exempt development

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

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

6 Affected building notices and building product rectification orders

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

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

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

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

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

9 Flood related development controls information

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

Yes

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

Yes

NOTE:

Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

- (3) In this section -
flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

ADVICE: Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

10 Council and other public authority policies on hazard risk restrictions

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

because of the likelihood of:

- (a) land slip or subsidence

Yes

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

- (b) bushfire

Yes

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

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

- (e) contaminated or potentially contaminated land

Yes

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

- (f) aircraft noise

No

- (g) salinity

No

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

No

- (2) In this section —

adopted policy means a policy adopted —

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

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

11 Bush Fire Prone Land

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

Lot 31 SP 63806 - SOME of the land is bush fire prone land.

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

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

14 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies

to the land or that is proposed to be subject to a consent ballot.

Nil

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

Not Applicable

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

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

17 Biodiversity Certified Land

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

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

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

Nil

21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

Nil

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

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

- (4) In this section—

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

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

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

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

No

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

No

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

No

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

No

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

No

ATTACHMENTS

Complimentary Certificate for Real Property Lot

ATTACHMENT: Complimentary Certificate for Real Property Lot

2 August 2023

LEANNE WHITE SOLICITOR
PO Box 835
FORSTER NSW 2428

Our Ref:160870
Your Ref: WARD
23248:168780
ABN 81 065 027 868

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

Fee Paid: Nil

Receipt No:

Receipt Date:

DESCRIPTION OF LAND

Address: 77 Ruttleys Road, WYEE NSW 2259

Lot Details: Lot 14 DP 236601

Parish: Morisset

County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 2 Coastal management

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Draft Development Control Plan 2014

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

2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.
SP3 Tourist
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 2

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

Aquaculture; Boarding houses; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Function centres; Helipads; Hostels; Information and education facilities; Kiosks; Marinas; Markets; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Roads; Sewage reticulation systems; Sewage treatment plants; Signage; Tourist and visitor accommodation; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities

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

Funeral Homes; any other development not specified in item (ii) or (iii)

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

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

Yes

NOTE: Further information can be obtained by contacting Council's Integrated Planning Department on 49210 333.

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

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

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

No

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

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

Local Environmental Plan 2014 Heritage Map

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

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

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

(a) Nil

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

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

No

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

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

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

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,
Lake Macquarie City Council Development Contributions Plan - Morisset Contributions Catchment - 2012
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,
Nil

4 Complying development

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

Housing Code

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

Lot 14 DP 236601

Complying development under the Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the

State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Low Rise Housing Diversity Code

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

Lot 14 DP 236601

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Housing Alterations Code

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

Lot 14 DP 236601

Complying development under the Housing Alterations Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial Alterations Code

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

Lot 14 DP 236601

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Commercial and Industrial (New Buildings and Additions) Code

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

Lot 14 DP 236601

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Subdivisions Code

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

Lot 14 DP 236601

Complying development under the Subdivisions Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Rural Housing Code

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

Lot 14 DP 236601

Complying development under the Rural Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Greenfield Housing Code

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

Lot 14 DP 236601

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

Note: If the lot is only affected by the “heritage conservation area” exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an Acid Sulfate Soil Class 1 or Class 2 area.

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

General Development Code

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

Lot 14 DP 236601

Complying development under the General Development Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Demolition Code

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

Lot 14 DP 236601

Complying development under the Demolition Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the

State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Fire Safety Code

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

Lot 14 DP 236601

Complying development under the Fire Safety Code **MAY NOT** be carried out on part of the land because the lot is partly affected by specific lot exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

Container Recycling Facilities Code

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

Lot 14 DP 236601

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land to which State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands applies.

The land is within an environmentally sensitive area being land within 100 metres of the State Environmental Planning Policy (Resilience and Hazards) 2021 – Chapter 2 Coastal management – Coastal Wetlands area.

The land is within an environmentally sensitive area being land within an area of high aboriginal cultural significance.

5 Exempt development

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

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

6 Affected building notices and building product rectification orders

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

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

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

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

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

9 Flood related development controls information

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

Yes

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

Yes

NOTE:

Land in this area that is subject to flood related development controls relating to the PMF includes sensitive uses such as boarding houses, caravan parks, correctional centres, early education and care facilities, eco-tourist facilities, educational establishments, emergency services facilities, group homes, hazardous industries, hazardous storage establishments, hospitals, hostels, information and education facilities, police stations, respite day care centres, residential care facilities, seniors housing, sewerage systems, tourist and visitor accommodation and water supply systems.

- (3) In this section -

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

ADVICE: Further information on the development restriction mentioned, may be obtained from Council's *Property Flooding Information Summary* Flood Report Web Tool, which provides information about the flood hazard for a specified property (lot) in Lake Macquarie City. [Flood Report Tool - Lake Macquarie City Council](#)

10 Council and other public authority policies on hazard risk restrictions

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

- (a) land slip or subsidence

Yes

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

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

(b) bushfire

Yes

(c) tidal inundation

No

(d) acid sulfate soils

Yes

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

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Consideration of Council's adopted Policy and applicable DCP, and the application of provisions under relevant State legislation is recommended. Further investigation may be required for this site.

(f) aircraft noise

No

(g) salinity

No

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

No

(2) In this section —

adopted policy means a policy adopted —

(a) by the council, or

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

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

11 Bush Fire Prone Land

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

land.

Lot 14 DP 236601 - SOME of the land is bush fire prone land.

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

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

14 Paper subdivision information

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

Nil

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

Not Applicable

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

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

17 Biodiversity Certified Land

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

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

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

Nil

21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

Nil

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

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

- (4) In this section—

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

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

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

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

No

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

No

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

No

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

No

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

No



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - WATER ONLY

Enquiries: 1300 657 657



APPLICATION NUMBER: 2065642

APPLICANT REF: M 23248

APPLICANT NAME: InfoTrack

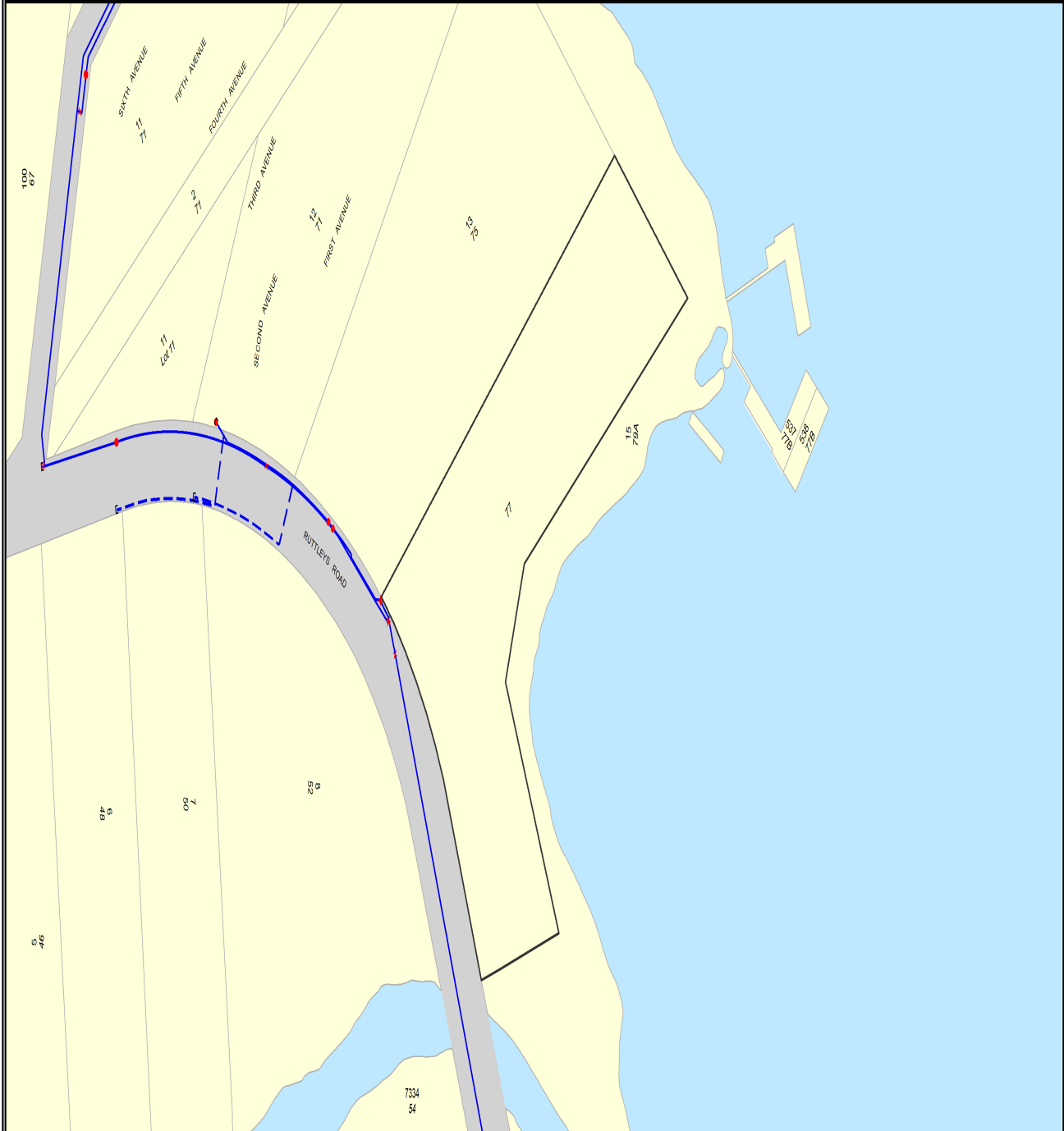
77 RUTTLEYS

RATEABLE PREMISE NO.: 6495510947

WYEE NSW

PROPERTY ADDRESS: 77 RUTTLEYS RD WYEE 2259

LOT/SECTION/DP/SP: CPI/SP 33591



Date: 2/08/2023	CADASTRAL DATA © LPI OF NSW CONTOUR DATA © AMI-Hatch © Department of Planning	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.	SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLDED. ALL MEASUREMENTS ARE METRIC.	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.
Scale: at A3 1:2,000	SEWER/WATER/RECYCLED WATER UTILITY DATA © HUNTER WATER CORPORATION	A SEWERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.		