

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location print) ☒ 9 sewer lines location diagram (sewer service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 61

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

CSTM Strata Group
 PO Box 268 Wickham NSW 2293
 newcastle@cstm.com.au
 02 4041 5200

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

Special conditions

1. Alterations to 2022 Law Society pages

Clause 1 – definition of deposit holder - delete the words “the vendor’s solicitor” and replace with the vendor’s conveyancer’s appointed Legal Agent”

Clause 25 - is hereby varied by deleting any and all references to ‘qualified title’ and ‘limited title’

2. Notice to complete

- a) If a party is entitled to serve a Notice to Complete then fourteen (14) days will be a reasonable time to allow for completion of the Notice.
- b) If the Vendor is ready willing and able to complete this Contract and issues a Notice to Complete then the Purchaser shall pay to the Vendor the sum of One Hundred and Fifty Dollars (\$150.00) for legal costs and expenses incurred by the Vendor for the issue of the Notice to Complete.
- c) The party serving the Notice to Complete may:
 - (i) at any time prior to its expiry, withdraw the Notice by further Notice to the other party
 - (ii) at it's option, issue a further Notice to Complete

3. Notice to Perform

If a party is entitled to serve a Notice to Perform then seven (7) days will be a reasonable time to allow for performance of the Notice.

4. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion:

- a) being an individual, die or becomes mentally ill, as defined in the Mental Health Act, or become bankrupt, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
- b) Being a Company, resolves to go into liquidation, has a petition for its winding up, enters into any scheme of arrangement with its creditors, has a liquidator, receiver and manager, official manager or administrator appointed, then such party shall be deemed to have defaulted in the observance of an essential provision of this Contract thereby entitling the other party to terminate this Contract

5. Purchaser acknowledgements

The purchaser acknowledges that the provisions of this Contract contain the entire agreement between the parties as at the date of this Contract and the Purchaser is purchasing the property:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;

- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- e) Subject to any irregularities in the location of the boundary fences;
- f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
- g) Relying on the Purchaser's own enquiries relating to the condition and state of repair of the property and the purposes for which the property may be lawfully used.

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

6. Late completion

- a) If the Purchaser shall not complete this Purchase by Date for Completion without default by the Vendor, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount equal to 10% per annum of the purchase price less deposit paid, calculated on a daily basis from the day immediately after the Date for Completion to the day on which this sale shall be completed. It is agreed that this sum represents liquidated damages in that it is a genuine per-estimate of the loss that will be caused to the Vendor for the delay in completion.
- b) It is an essential term of this Contract that such interest is paid to the Vendor on completion and the Purchaser shall not be entitled to require the Vendor to complete unless such interest is so paid.

7. Agent

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

8. Claim deemed to be objection or requisition

Notwithstanding the provisions of clauses 6 & 7 of this Contract the parties agree that any claim, whether for compensation or not, shall be deemed to be an objection or requisition for the purpose of clause 7 & 8 of this Contract

9. Contract Alterations

The parties authorise their respective legal representatives (including employees of the legal representative) to make alterations to this Contract (including any attachments

hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

10. Requisitions on Title

Requisitions on Title as attached to the Contract will be deemed to be served as at the date hereof. The purchaser shall not be entitled to raise any further Requisitions on title.

11. Exchange by photo copied signatures

The parties acknowledge and agree that the execution of this Contract by the parties may be effected by the use of either facsimile, scanned or photocopied signatures (hereinafter called "the manner of the parties' execution of the Contract") and shall bind the parties in the same way as if the Contract contained the parties' original signatures.

The parties agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay completion due to the matter of the parties' execution of the Contract.

12. Deposit by instalments

The purchaser expressly agrees that the deposit due and payable pursuant to the terms of this Contract is 10% of the purchase price. Should the Vendor agree in writing to allow the Purchaser to pay the deposit by instalments, then the Purchaser agrees that it is an essential term of this Contract that the deposit is paid as follows:

- (a) As to an amount equal to 5% of the purchase price on the date hereof
- (b) As to the remaining 10% deposit on the earlier of the following:
 - (i) The completion date;
 - (ii) The date upon which the Vendor terminates this Contract; or
 - (iii) At any other time when the deposit is forfeited or payable to the Vendor pursuant to the terms of this Contract.

13. Christmas Period

Notwithstanding any other provision contained herein to the contrary, should the due date for completion, or the date for completion nominated on a Notice to Complete fall between the dates of 24 December 2026 and 8 January 2027 inclusive, the due date for settlement or the final date pursuant to a Notice to Complete will be deemed to be due 11 January 2027.

14. Tenancies - applicable only if there is a tenant in the property

- a. If the property is tenanted as at the date hereof, and the front page of the Contract provides that the property is being sold with vacant possession, the vendor agrees to provide the tenant with the appropriate notice to vacate as soon as practical after the date hereof. Should the tenant not vacate by the completion date, then the completion date shall be extended to 3 business days after the tenant vacates the property
- b. If the property is tenanted as at the date hereof, and the front page of the Contract provides that the property is being sold subject to the existing tenancy, the purchaser cannot make a claim for compensation or requisition or rescind or terminate or delay completion if any tenant vacates any part of the property on or before completion. The purchaser warrants that he has satisfied himself as to the terms of any existing lease. Excluded from the sale are any

tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own enquiries in identifying them and cannot make a claim or requisition or delay completion, rescind or terminate in relation to any such items. There shall be no water usage adjustment on settlement

SATRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property: **Unit 9, 65 Wahroonga Street, Raymond Terrace NSW 2324**

Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and*

Assessment Act 1979 and their regulations been complied with?

- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/SP84711

SEARCH DATE	TIME	EDITION NO	DATE
25/5/2026	10:09 AM	5	20/1/2022

LAND

LOT 9 IN STRATA PLAN 84711
AT RAYMOND TERRACE
LOCAL GOVERNMENT AREA PORT STEPHENS

FIRST SCHEDULE

(T AR816277)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84711
- 2 AR816278 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84711

SEARCH DATE	TIME	EDITION NO	DATE
25/5/2026	10:09 AM	5	6/3/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84711
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RAYMOND TERRACE
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF ELDON COUNTY OF GLOUCESTER
TITLE DIAGRAM SP84711

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84711
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CSTM NEWCASTLE
1/22 PORTSIDE CRESCENT
WICKHAM 2293

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 2246 NO 39 EASEMENT TO DRAIN WATER 2.44 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP772084 RIGHT OF CARRIAGEWAY 15.24 METRE(S) WIDE & VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP772084 EASEMENT FOR SERVICES 15.24 METRE(S) WIDE & VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP788620 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 6 DP788620 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP788620 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S)
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP1158810 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.0
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 9 DP1158810 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.7
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 10 DP1158810 RIGHT OF CARRIAGEWAY 4 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP84711

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- 11 AS142375 INITIAL PERIOD EXPIRED
12 AS903060 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 460)

STRATA PLAN 84711

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 10		2 - 10		3 - 10		4 - 10	
5 - 10		6 - 10		7 - 10		8 - 10	
9 - 10		10 - 10		11 - 10		12 - 10	
13 - 10		14 - 10		15 - 10		16 - 10	
17 - 10		18 - 10		19 - 10		20 - 10	
21 - 10		22 - 10		23 - 10		24 - 10	
25 - 10		26 - 10		27 - 10		28 - 10	
29 - 10		30 - 10		31 - 10		32 - 10	
33 - 10		34 - 10		35 - 10		36 - 10	
37 - 10		38 - 10		39 - 10		40 - 10	
41 - 10		42 - 10		43 - 10		44 - 10	
45 - 10		46 - 10					

NOTATIONS

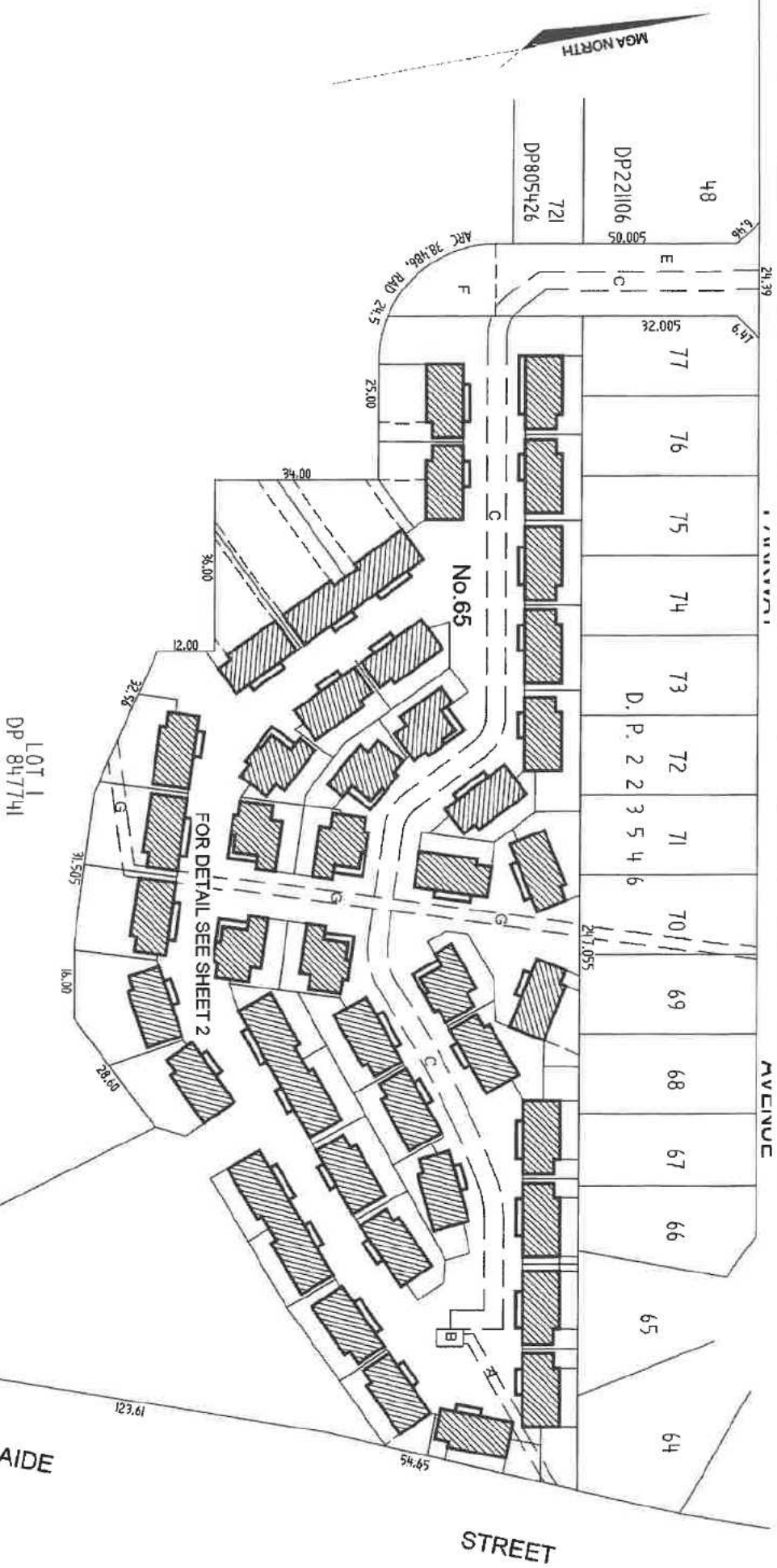
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26769...

PRINTED ON 25/5/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.



- "A" EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.0 WIDE (DP1158810)
- "B" EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.7 WIDE (DP1158810)
- "C" RIGHT OF CARRIAGEWAY 4.0 WIDE (DP1158810)
- "E" RIGHT OF CARRIAGEWAY 15.24 WIDE & VAR (DP772084)
- "F" EASEMENT FOR SERVICES 15.24 WIDE & VAR (DP772084)
- "F" RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP769620)
- "G" EASEMENT TO DRAIN WATER 2.44 WIDE (DEED OF GRANT No.39 BK.2246)

Surveyor: Gregory John Smith	Registered	
Surveyors Ref: 29567 strata	3.12.2010	
Subdivision No: 2010/69		
LENGTHS ARE IN METERS, REDUCTION RATIO 1: 900		
SP84711		



LOCATION PLAN (DETAIL)

- "A" EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.0 WIDE (DP1158810)
- "B" EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.7 WIDE (DP1158810)
- "C" RIGHT OF CARRIAGEWAY 4.0 WIDE (DP1158810)
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- "F" RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1158810)
- "G" EASEMENT TO DRAIN WATER 2.44 WIDE (DEED OF GRANT NO. 39 BK. 2246)

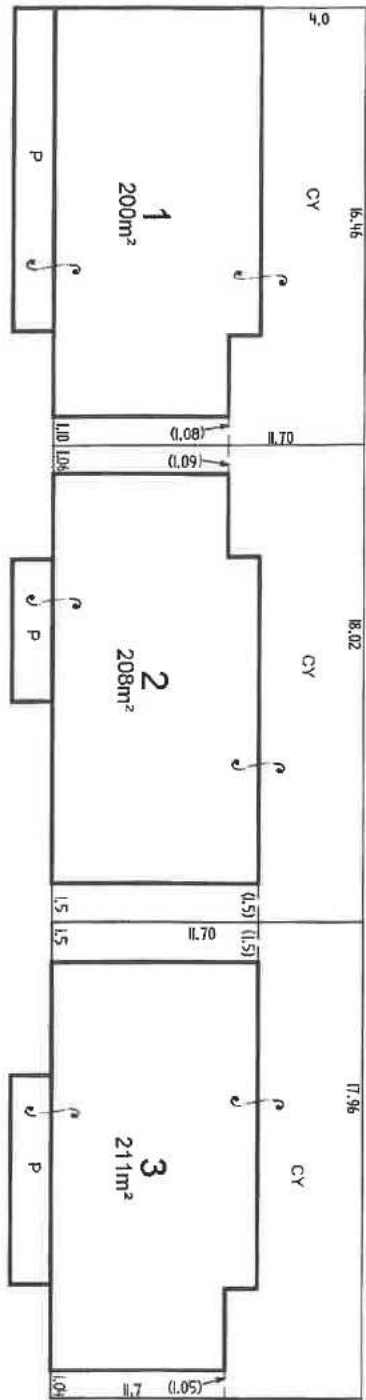
CY ~ COURT YARD
P ~ PATIO

Surveyor: Gregory John Smith
Surveyors Ref: 29567 strata
Subdivision No: 2010/69
LENGTHS ARE IN METERS. REDUCTION RATIO 1:600

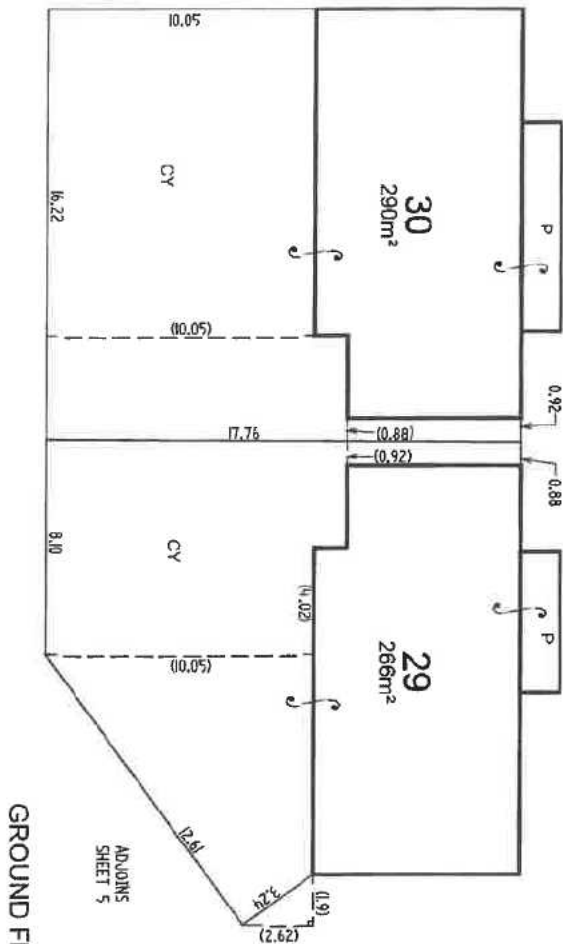


Registered
3.12.2010

SP84711



ADJ. S. SHEET 4



ADJ. S. SHEET 5

GROUND FLOOR

CY ~ COURT YARD
P ~ PATIO

FENCING, RETAINING WALLS, PERGOLAS, HANDSTANDS & ALL FIXED STRUCTURES ARE COMMON PROPERTY.

THE EXTERNAL FENCING IS COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

THE DRIVEWAY, DRAINAGE LINES, PITS AND STRUCTURES ARE COMMON PROPERTY

THE STRATA OF THE COURT YARD AREAS EXTEND BETWEEN 2m BELOW (EXCEPT WHERE PAVED AND BECOMES THE UPPER SURFACE OF THE PAVING) THE UPPER SURFACE OF THE GROUND FLOOR TO THE UNDER SURFACE OF THE CEILING OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED.

THE STRATA OF THE PATIOS ARE LIMITED IN HEIGHT FROM THEIR UPPER HANDSTAND SURFACE TO THE UNDERSIDE OF THE HORIZONTAL EAVES PARTLY OR WHOLLY COVERING THEM.

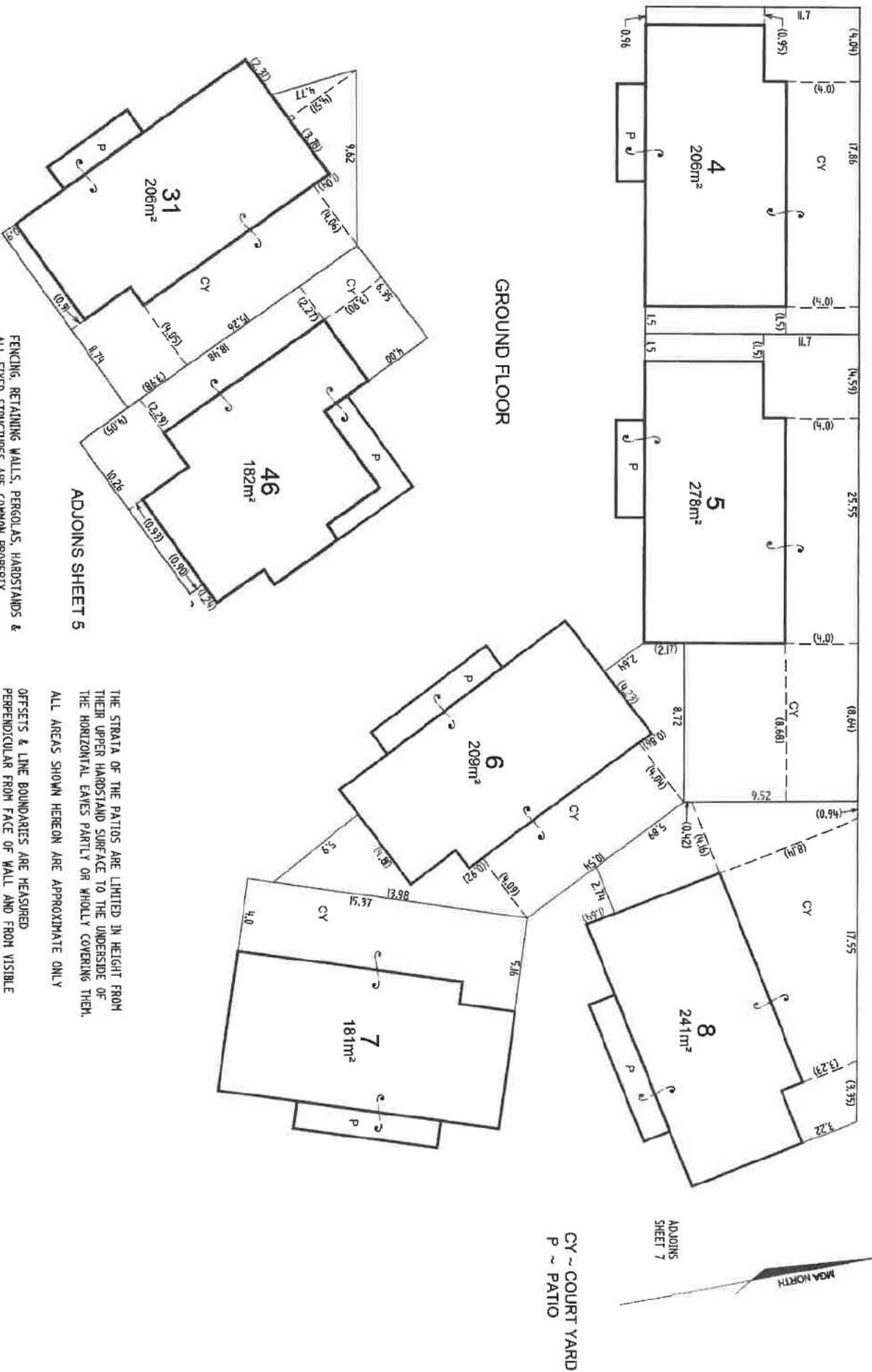
ALL AREAS SHOWN HEREON ARE APPROXIMATE ONLY

OFFSETS & LINE BOUNDARIES ARE MEASURED PERPENDICULAR FROM FACE OF WALL AND FROM VISIBLE CORNERS OF STRUCTURES UNLESS SHOWN OTHERWISE

Surveyor: Gregory John Smith
Surveyors Ref: 29567 strata
Subdivision No: 2010/69

Registered
3.12.2010

SP84711



THE STRATA OF THE COURT YARD AREAS EXTEND BETWEEN 2a BELOW (EXCEPT WHERE PAVED AND BECOMES THE UPPER SURFACE OF THE PAVING) THE UPPER SURFACE OF THE GROUND FLOOR TO THE UNDER SURFACE OF THE CEILING OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED.

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS & ALL FIXED STRUCTURES ARE COMMON PROPERTY.

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Surveyor: Gregory John Smith

Surveyors Ref: 29567 strata

Subdivision No: 2010/69

LENGTHS ARE IN METERS, REDUCTION RATIO 1:200

Registered



3.12.2010

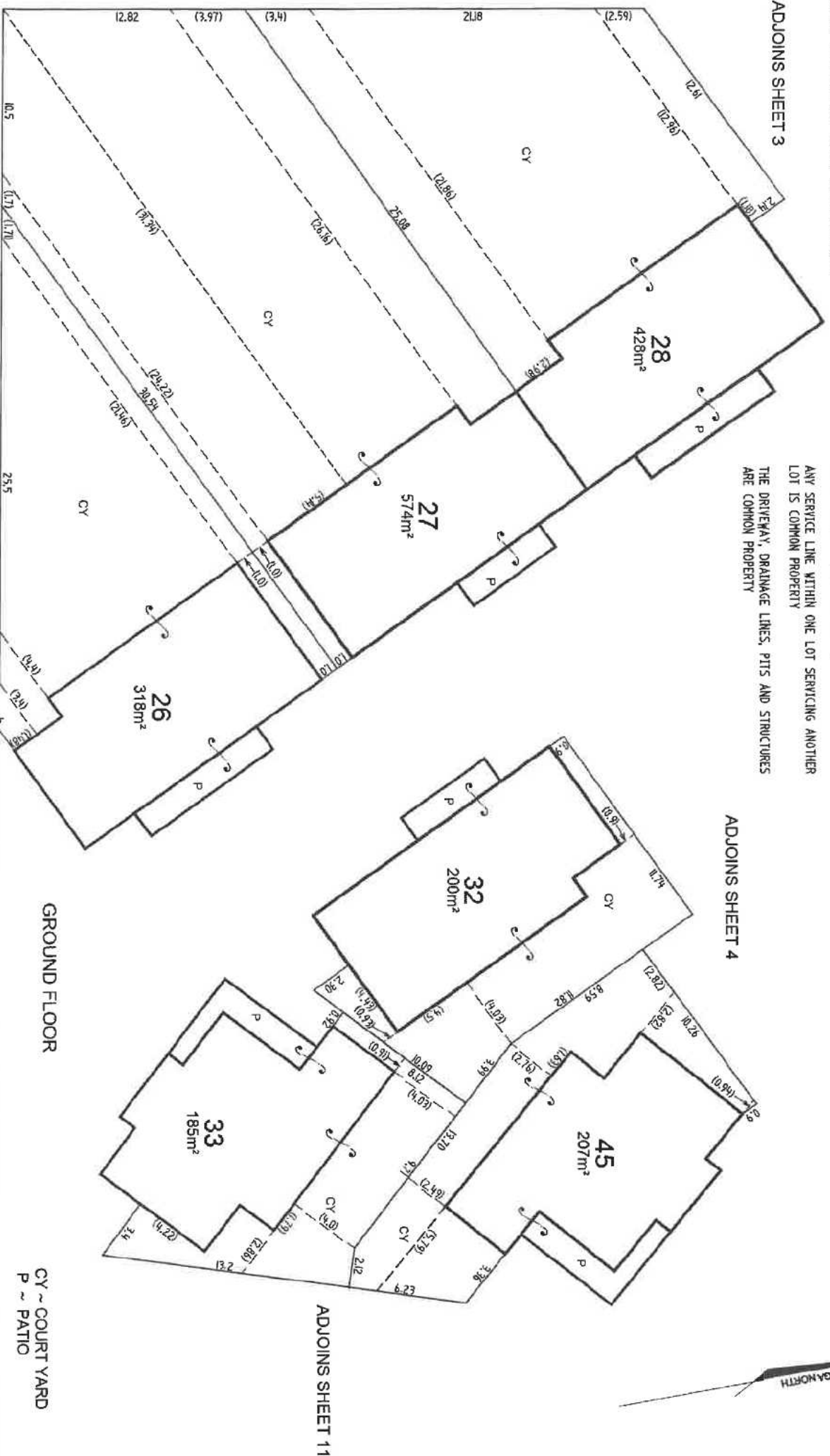
SP84711

ALL AREAS SHOWN HEREON ARE APPROXIMATE ONLY
 OFFSETS & LINE BOUNDARIES ARE MEASURED
 PERPENDICULAR FROM FACE OF WALL AND FROM VISIBLE
 CORNERS OF STRUCTURES UNLESS SHOWN OTHERWISE

ADJOINS SHEET 3

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS &
 ALL FIXED STRUCTURES ARE COMMON PROPERTY.
 THE EXTERNAL FENCING IS COMMON PROPERTY
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER
 LOT IS COMMON PROPERTY
 THE DRIVEWAY, DRAINAGE LINES, PITS AND STRUCTURES
 ARE COMMON PROPERTY

ADJOINS SHEET 4



THE STRATA OF THE PATIOS ARE LIMITED IN HEIGHT FROM
 THEIR UPPER HARDSTAND SURFACE TO THE UNDERSIDE OF
 THE HORIZONTAL EAVES PARTLY OR WHOLLY COVERING THEM.

THE STRATA OF THE COURT YARD AREAS EXTEND BETWEEN
 2m BELOW (EXCEPT WHERE PAVED AND BECOMES THE
 UPPER SURFACE OF THE PAVING) THE UPPER SURFACE OF
 THE GROUND FLOOR TO THE UNDER SURFACE OF THE
 CEILING OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED.

Surveyor: Gregory John Smith

Surveyors Ref: 29667 strata

Subdivision No: 2010/69

Registered

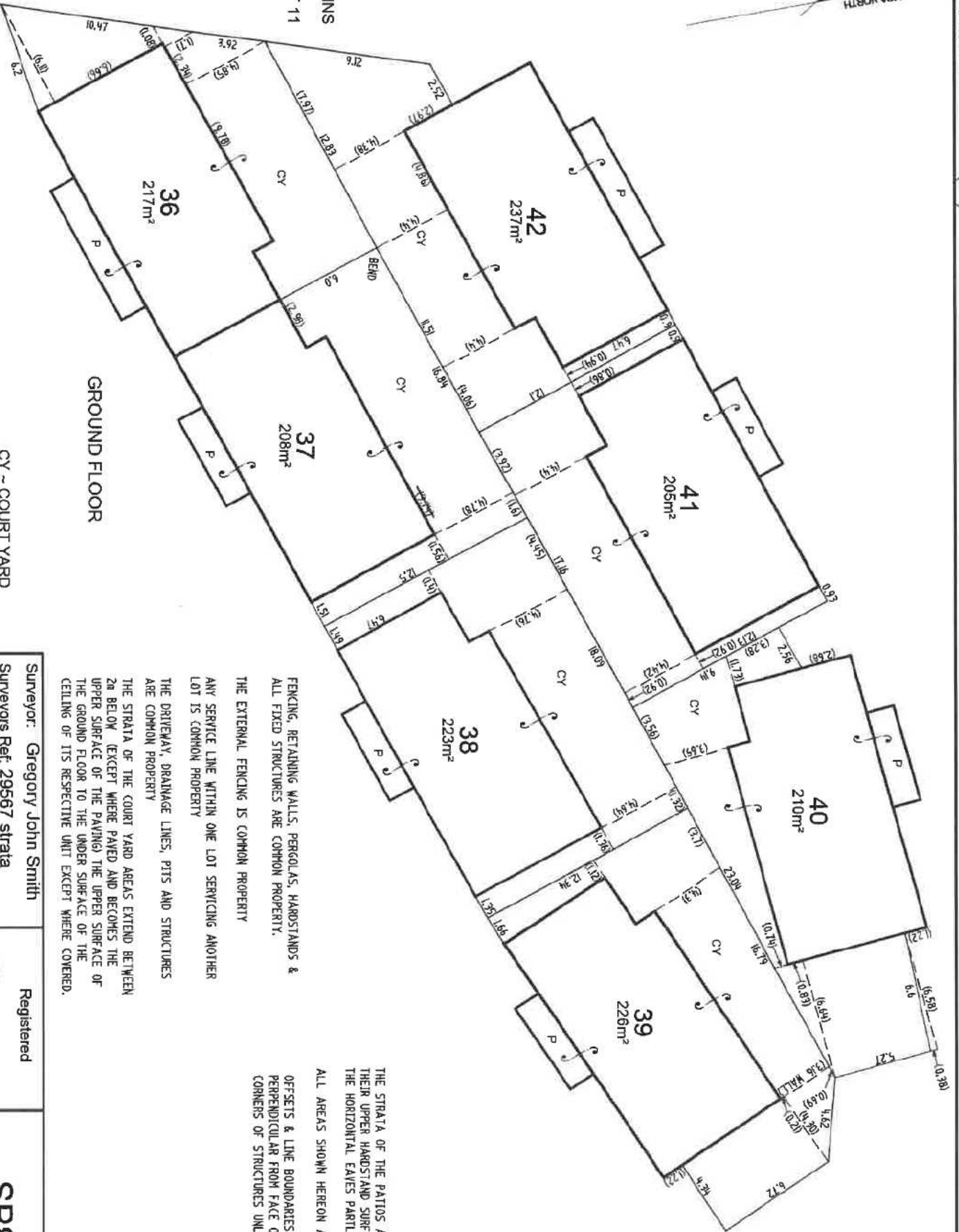
3.12.2010

SP84711

LENGTHS ARE IN METERS, REDUCTION RATIO 1:200



MGA NORTH



ADJOINS
SHEET 11

CY ~ COURT YARD
P ~ PATIO

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS &
ALL FIXED STRUCTURES ARE COMMON PROPERTY.
THE EXTERNAL FENCING IS COMMON PROPERTY
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THE GROUND FLOOR TO THE UNDER SURFACE OF THE
CEILING OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED.

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OFFSETS & LINE BOUNDARIES ARE MEASURED
PERPENDICULAR FROM FACE OF WALL AND FROM VISIBLE
CORNERS OF STRUCTURES UNLESS SHOWN OTHERWISE

Surveyor: Gregory John Smith

Surveyors Ref: 29567 strata

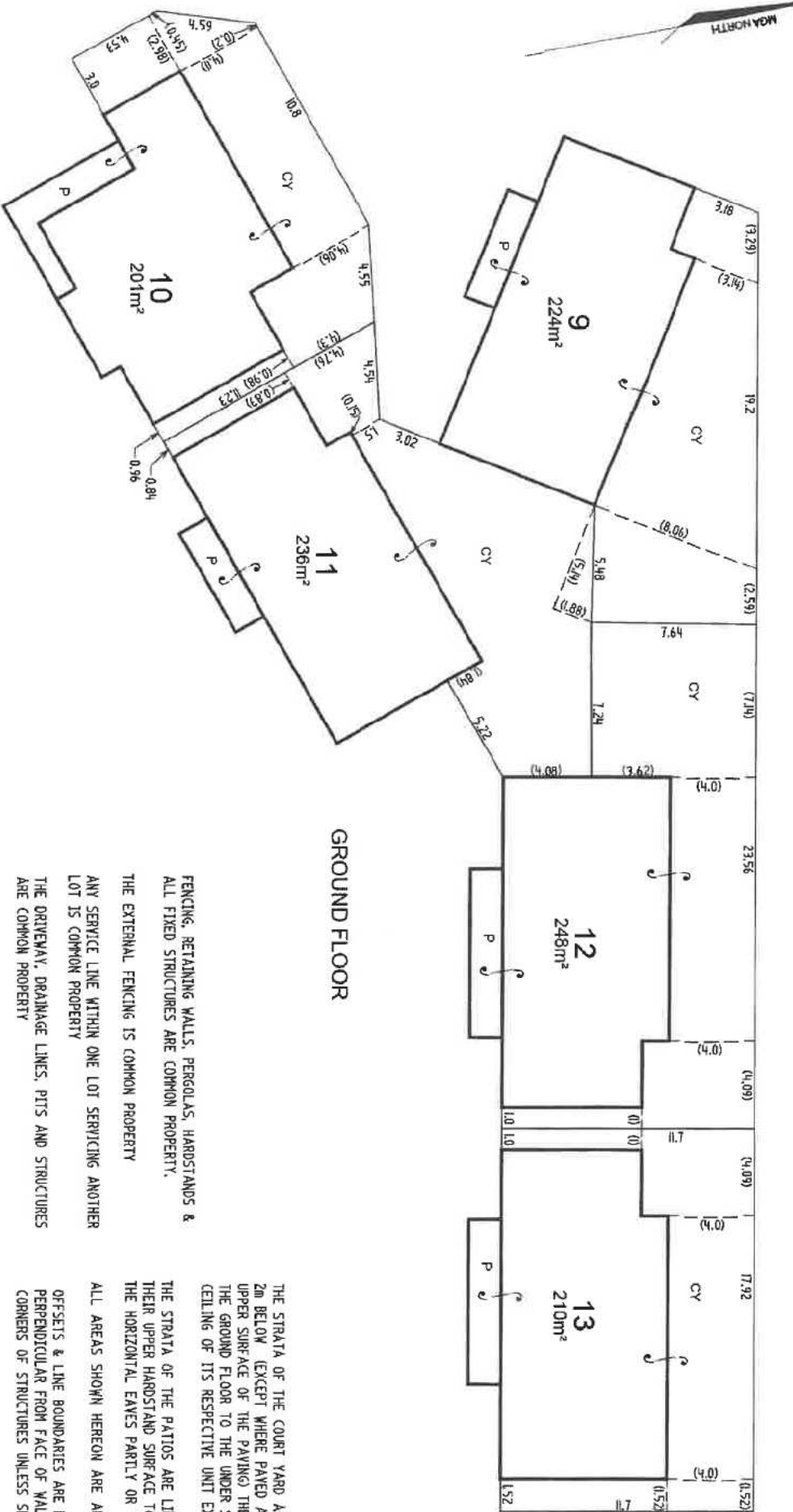
Subdivision No: 2010/69

LENGTHS ARE IN METERS. REDUCTION RATIO 1:200

Registered

3.12.2010

SP84711



ADJOINS
SHEET 8

GROUND FLOOR

THE EXTERNAL FENCING IS COMMON PROPERTY
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER
LOT IS COMMON PROPERTY
THE DRIVEWAY, DRAINAGE LINES, PITS AND STRUCTURES
ARE COMMON PROPERTY

THE STRAIA OF THE COURT YARD AREAS EXTEND BETWEEN 2m BELOW (EXCEPT WHERE PAVED AND BECOMES THE UPPER SURFACE OF THE PAVING) THE UPPER SURFACE OF THE GROUND FLOOR TO THE UNDER SURFACE OF THE CEILING OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED.

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CY ~ COURT YARD
P ~ PATIO

Surveyor: Gregory John Smith

Surveyors Ref: 29567 strata

Subdivision No: 2010/69

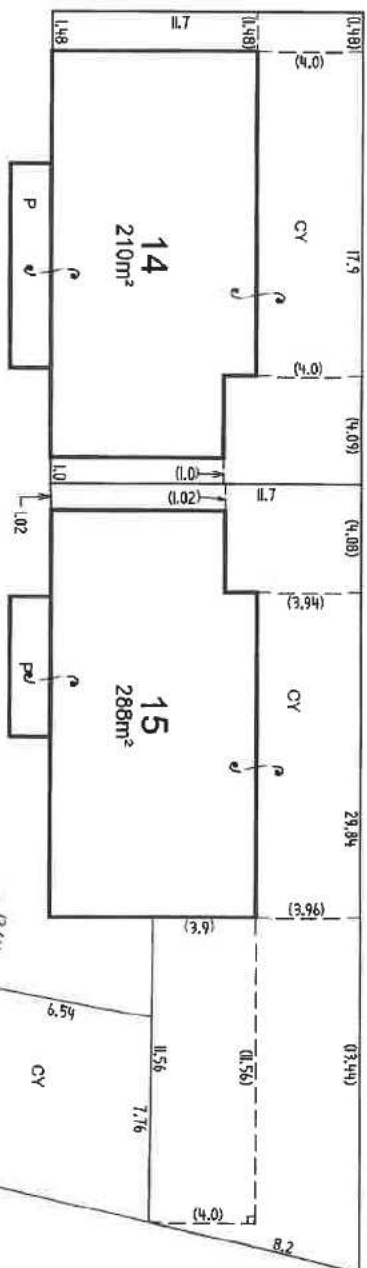
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Registered

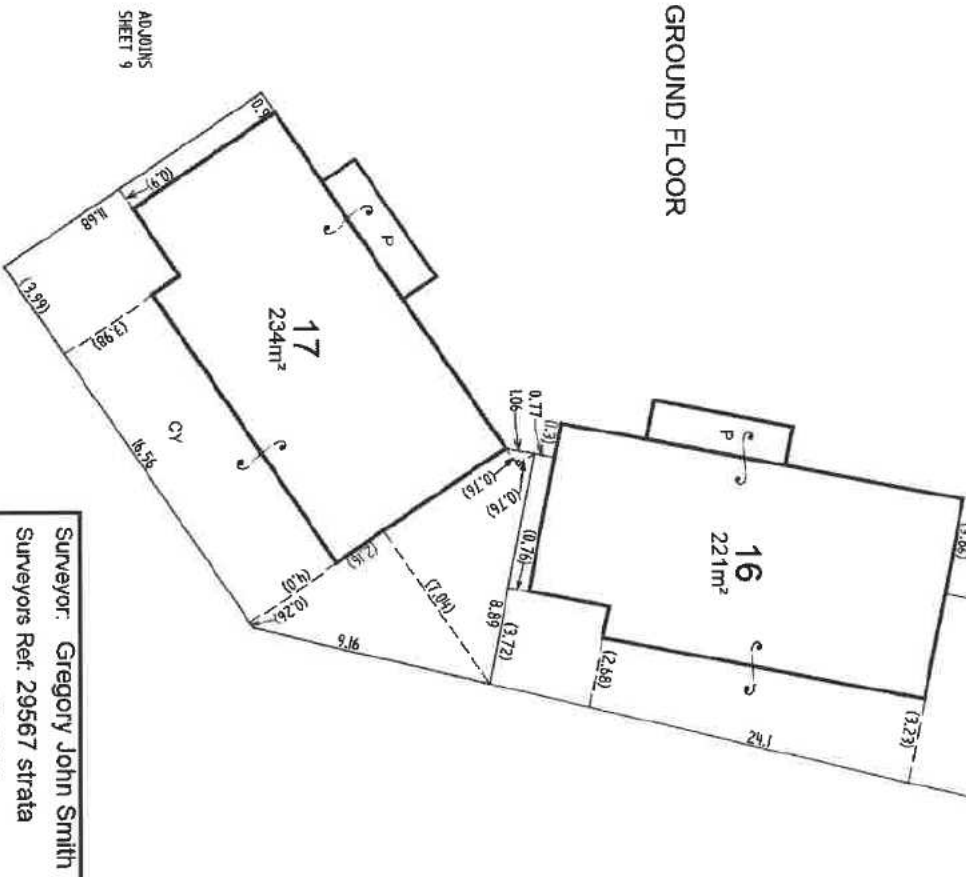
3.12.2010

SP84711

ADJOINS
SHEET 7



GROUND FLOOR



ADJOINS
SHEET 9

CY ~ COURT YARD
P ~ PATIO

Surveyor: Gregory John Smith
Surveyors Ref: 29567 strata
Subdivision No: 2010/69
LENGTHS ARE IN METERS, REDUCTION RATIO 1:200

Registered
3.12.2010

SP84711

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS & ALL FIXED STRUCTURES ARE COMMON PROPERTY.

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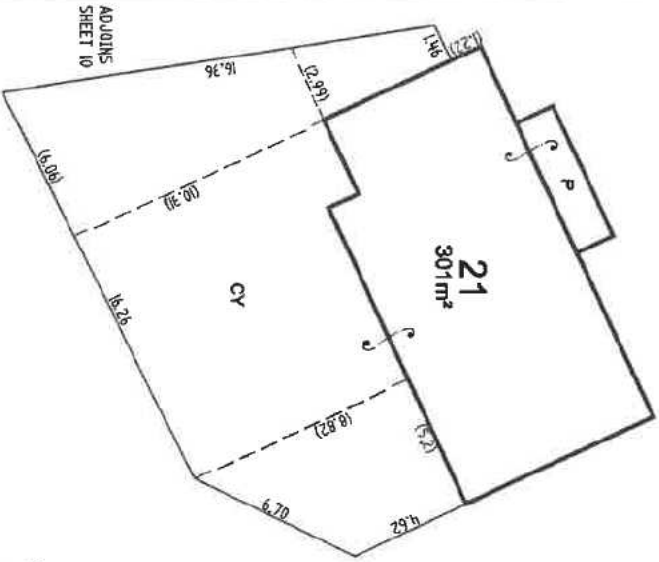
THE STRATA OF THE COURT YARD ARE EXTEND BETWEEN 2m BELOW (EXCEPT WHERE PAVED AND BECOMES THE UPPER SURFACE OF THE PAVING) THE UPPER SURFACE OF THE GROUND FLOOR TO THE UNDER SURFACE OF THE CEILING OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED.

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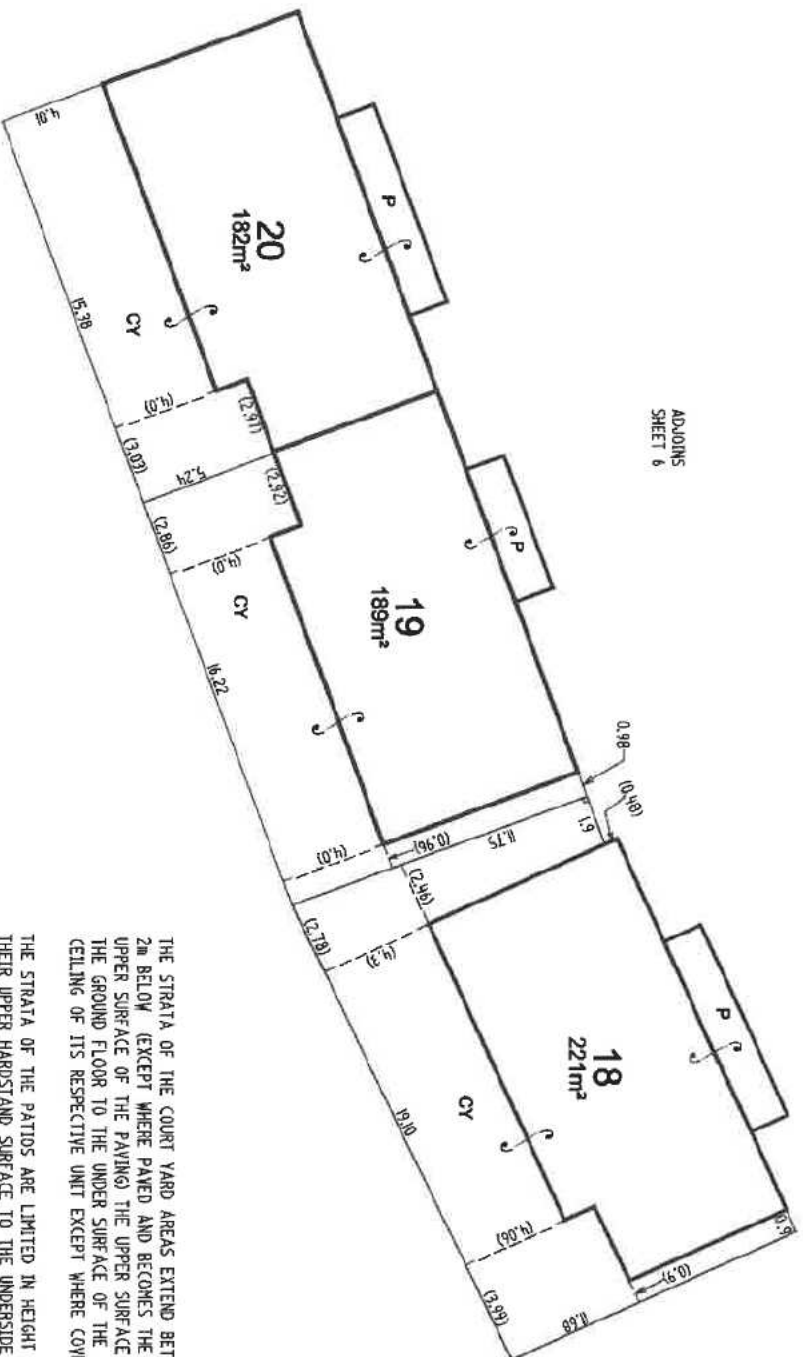
ALL AREAS SHOWN HEREON ARE APPROXIMATE ONLY

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MGA NORTH

ADJOINS
SHEET 10CY ~ COURT YARD
P ~ PATIO

GROUND FLOOR

ADJOINS
SHEET 6

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS &
 ALL FIXED STRUCTURES ARE COMMON PROPERTY.
 THE EXTERNAL FENCING IS COMMON PROPERTY
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 2M BELOW (EXCEPT WHERE PAVED AND BECOMES THE
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 THE GROUND FLOOR TO THE UNDER SURFACE OF THE
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Surveyor: Gregory John Smith

Surveyors Ref: 29567 strata

Subdivision No: 2010/69

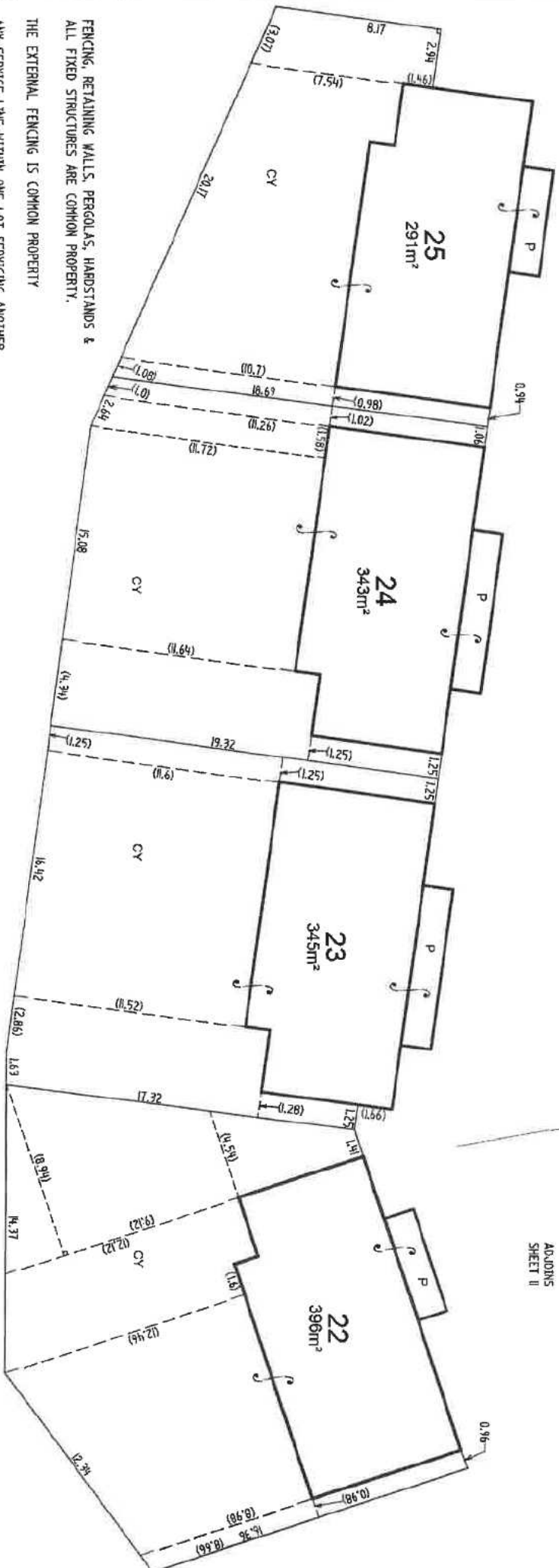
LENGTHS ARE IN METERS. REDUCTION RATIO 1: 200

Registered



3.12.2010

SP84711



GROUND FLOOR

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CY ~ COURT YARD
P ~ PATIO

Surveyor: Gregory John Smith
Surveyors Ref: 29567 strata
Subdivision No: 2010/69
LENGTHS ARE IN METERS. REDUCTION RATIO 1:200



Registered
3.12.2010

SP84711

SP84711

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

**The Owners – Strata Plan No 84711
65 Wahroonga Street, Raymond Terrace**

SP84711

Registered:  3.12.2010
Purpose: STRATA PLAN

**PLAN OF
SUBDIVISION OF LOT 100 DP 1158810**

***RESIDENTIAL Model by-laws adopted for this scheme**

***Keeping of animals: Option B**

***Schedule of By-laws in _____ sheets filed with plan**

***No By-laws apply**

* strike out whichever is inapplicable

Strata Certificate

(1) *The Council of PORT STEPHENS

has made the required inspections and is satisfied that the requirements of;

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973
and clause 29A Strata Schemes (Freehold Development) Regulation 2007,

~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986
and clause 20A of the Strata Schemes (Leasehold Development) Regulation 2007;~~

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

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

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

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

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

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

~~*(5) This approval is given on the condition that lot(s)~~

~~are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 69 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 17th NOVEMBER 2010

Subdivision No. 2210 / 69

Relevant Development Consent No. 7.1991.5262.1

issued by Port Stephens Council

Authorised Person  General Manager/Accredited Certifier

* Strike through if inapplicable.

+ Insert lot numbers of proposed utility lots.

LGA: PORT STEPHENS

Locality: RAYMOND TERRACE

Parish: ELDON

County: GLOUCESTER

Surveyor's Certificate

I, GREGORY JOHN SMITH

of **Daly.Smith** PTY LTD, PO BOX 204 MORISSET 2264

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

(1) each applicable requirement of

*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

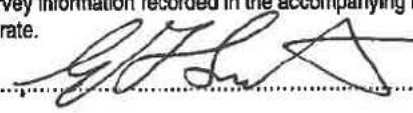
has been met;

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

~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement~~

~~*has been created by registered + _____
*is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: 

Date: **2nd November, 2010**

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 29567 STRATA

Use STRATA PLAN FORM 3A for additional certificates,
signatures and seals

* OFFICE USE ONLY

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

**PLAN OF
SUBDIVISION OF
LOT 100 DP 1158810**

SP84711

Registered:



3.12.2010

Strata Certificate Details: Subdivision No:

2010/69

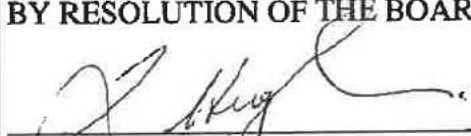
Date: 17 November 2010

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	10	17	10	33	10
2	10	18	10	34	10
3	10	19	10	35	10
4	10	20	10	36	10
5	10	21	10	37	10
6	10	22	10	38	10
7	10	23	10	39	10
8	10	24	10	40	10
9	10	25	10	41	10
10	10	26	10	42	10
11	10	27	10	43	10
12	10	28	10	44	10
13	10	29	10	45	10
14	10	30	10	46	10
15	10	31	10		
16	10	32	10		
				TOTAL	460

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

EXECUTED ON BEHALF OF THOMAS PAUL CONSTRUCTIONS PTY LIMITED ACN 003276131
BY RESOLUTION OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:


THOMAS PAUL HUGHES
(SOLE DIRECTOR/SECRETARY)

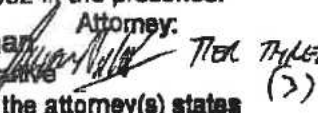
Signed on behalf of St George Bank - A Division
of Westpac Banking Corporation by it's attorney(s)
under power of attorney dated 17 January 2001
Registered Book 4299 No 332 in the presence:

Witness:

Jodi Feenan

Account Executive

Attorney:


Darren Nichols
Account Manager

By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

SURVEYOR'S REFERENCE: 29567 STRATA

* OFFICE USE ONLY

2011/11/10
 MR GRAY ALLEN DE FRANCIS WILLIAMS
 2011/11/10
 ROLLING JOHN KING
 OFFICE OF THE PEACE

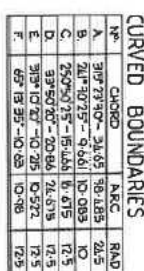
[illegible]

WALGREEN'S
SUNSHINE ST. 15
Cape Cod St.

Crown Lands Office Approval

PLAN APPROVED
Authorized Officer

Land District
Project No.
Project Description

[illegible]

11. RIGHT OF CARRIAGEWAY IN WIDE (D.R.171204)
12. EASEMENT FOR SERVICES IN WIDE (D.R.171204)
13. RIGHT OF CARRIAGEWAY IN WIDE AND V.A. (D.P.171931)
14. EASEMENT FOR SERVICES IN WIDE AND V.A. (D.P.171204)
15. EASEMENT FOR SEWER MAIN 2 WIDE (D.P.171204)
16. RIGHT OF CARRIAGEWAY IN 5 WIDE AND V.A. (D.P.171204)
17. EASEMENT FOR SERVICES IN 5 WIDE AND V.A. (D.P.171204)
18. RIGHT OF CARRIAGEWAY IN 5 WIDE AND V.A. (D.P.171204)
19. EASEMENT FOR SEWER MAIN 5 WIDE AND V.A. (D.P.171204)
20. RIGHT OF CARRIAGEWAY MAIN WIDTH
21. EASEMENT TO DRAIN WATER 2 1/2 WIDE (D.P. 8K.721204)
22. BENEFITED BY RIGHT OF CARRIAGEWAY (D.R.171204)
23. BENEFITED BY EASEMENT FOR SERVICES IN WIDE (D.P.171204)
24. BENEFITED BY EASEMENT FOR SEWER MAIN 2 WIDE (D.P.171204)
25. BENEFITED BY RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 15/24 WIDE AND V.A. (D.P.171204)

DP 788620

C.A. No 83/64 OF 18-11-1988
Title System: TORRENS AND
OLD SYSTEM
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 11
DR. TITCOAL AND PT POR. T
AND LAND N. CT. VOL. 140 TO
(S. O. T. 1/4 GRANT
Pt. Bk. 2909 N. 126)

Lengths are in metres	Reduction Ratio 1:50
Map/Sheet -clip-	PORT STEPHENS
Locality:	RAYMOND TERRACE
Parish:	ELDON
County:	GLoucester

IAN GEORGE MARLBR
SCOT. CIVIL ENGINEER (INCORPORATED)
10, MARLBOROUGH ST., GLASGOW, 1.
TELEGRAMS: MARLBR
TELEPHONE: 222 1111
Cable: MARLBR
• A company registered under the Companies Act, & authorised to accept deposits from the many representative institutions, thereby enabling you to obtain the best possible rate of interest on your deposits.
• WITH RESPECT TO LOT 17, 6, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2T, 2U, 2V, 2W, 2X, 2Y, 2Z, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N, 3O, 3P, 3Q, 3R, 3S, 3T, 3U, 3V, 3W, 3X, 3Y, 3Z, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4U, 4V, 4W, 4X, 4Y, 4Z, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, 5S, 5T, 5U, 5V, 5W, 5X, 5Y, 5Z, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 6K, 6L, 6M, 6N, 6O, 6P, 6Q, 6R, 6S, 6T, 6U, 6V, 6W, 6X, 6Y, 6Z, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 7M, 7N, 7O, 7P, 7Q, 7R, 7S, 7T, 7U, 7V, 7W, 7X, 7Y, 7Z, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, 8M, 8N, 8O, 8P, 8Q, 8R, 8S, 8T, 8U, 8V, 8W, 8X, 8Y, 8Z, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 9V, 9W, 9X, 9Y, 9Z, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 10J, 10K, 10L, 10M, 10N, 10O, 10P, 10Q, 10R, 10S, 10T, 10U, 10V, 10W, 10X, 10Y, 10Z, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 11T, 11U, 11V, 11W, 11X, 11Y, 11Z, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J, 12K, 12L, 12M, 12N, 12O, 12P, 12Q, 12R, 12S, 12T, 12U, 12V, 12W, 12X, 12Y, 12Z, 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I, 13J, 13K, 13L, 13M, 13N, 13O, 13P, 13Q, 13R, 13S, 13T, 13U, 13V, 13W, 13X, 13Y, 13Z, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 14I, 14J, 14K, 14L, 14M, 14N, 14O, 14P, 14Q, 14R, 14S, 14T, 14U, 14V, 14W, 14X, 14Y, 14Z, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 15P, 15Q, 15R, 15S, 15T, 15U, 15V, 15W, 15X, 15Y, 15Z, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 16O, 16P, 16Q, 16R, 16S, 16T, 16U, 16V, 16W, 16X, 16Y, 16Z, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 17V, 17W, 17X, 17Y, 17Z, 18A, 18B, 18C, 18D, 18E, 18F, 18G, 18H, 18I, 18J, 18K, 18L, 18M, 18N, 18O, 18P, 18Q, 18R, 18S, 18T, 18U, 18V, 18W, 18X, 18Y, 18Z, 19A, 19B, 19C, 19D, 19E, 19F, 19G, 19H, 19I, 19J, 19K, 19L, 19M, 19N, 19O, 19P, 19Q, 19R, 19S, 19T, 19U, 19V, 19W, 19X, 19Y, 19Z, 20A, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I, 20J, 20K, 20L, 20M, 20N, 20O, 20P, 20Q, 20R, 20S, 20T, 20U, 20V, 20W, 20X, 20Y, 20Z, 21A, 21B, 21C, 21D, 21E, 21F, 21G, 21H, 21I, 21J, 21K, 21L, 21M, 21N, 21O, 21P, 21Q, 21R, 21S, 21T, 21U, 21V, 21W, 21X, 21Y, 21Z, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 22H, 22I, 22J, 22K, 22L, 22M, 22N, 22O, 22P, 22Q, 22R, 22S, 22T, 22U, 22V, 22W, 22X, 22Y, 22Z, 23A, 23B, 23C, 23D, 23E, 23F, 23G, 23H, 23I, 23J, 23K, 23L, 23M, 23N, 23O, 23P, 23Q, 23R, 23S, 23T, 23U, 23V, 23W, 23X, 23Y, 23Z, 24A, 24B, 24C, 24D, 24E, 24F, 24G, 24H, 24I, 24J, 24K, 24L, 24M, 24N, 24O, 24P, 24Q, 24R, 24S, 24T, 24U, 24V, 24W, 24X, 24Y, 24Z, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 25I, 25J, 25K, 25L, 25M, 25N, 25O, 25P, 25Q, 25R, 25S, 25T, 25U, 25V, 25W, 25X, 25Y, 25Z, 26A, 26B, 26C, 26D, 26E, 26F, 26G, 26H, 26I, 26J, 26K, 26L, 26M, 26N, 26O, 26P, 26Q, 26R, 26S, 26T, 26U, 26V, 26W, 26X, 26Y, 26Z, 27A, 27B, 27C, 27D, 27E, 27F, 27G, 27H, 27I, 27J, 27K, 27L, 27M, 27N, 27O, 27P, 27Q, 27R, 27S, 27T, 27U, 27V, 27W, 27X, 27Y, 27Z, 28A, 28B, 28C, 28D, 28E, 28F, 28G, 28H, 28I, 28J, 28K, 28L, 28M, 28N, 28O, 28P, 28Q, 28R, 28S, 28T, 28U, 28V, 28W, 28X, 28Y, 28Z, 29A, 29B, 29C, 29D, 29E, 29F, 29G, 29H, 29I, 29J, 29K, 29L, 29M, 29N, 29O, 29P, 29Q, 29R, 29S, 29T, 29U, 29V, 29W, 29X, 29Y, 29Z, 30A, 30B, 30C, 30D, 30E, 30F, 30G, 30H, 30I, 30J, 30K, 30L, 30M, 30N, 30O, 30P, 30Q, 30R, 30S, 30T, 30U, 30V, 30W, 30X, 30Y, 30Z, 31A, 31B, 31C, 31D, 31E, 31F, 31G, 31H, 31I, 31J, 31K, 31L, 31M, 31N, 31O, 31P, 31Q, 31R, 31S, 31T, 31U, 31V, 31W, 31X, 31Y, 31Z, 32A, 32B, 32C, 32D, 32E, 32F, 32G, 32H, 32I, 32J, 32K, 32L, 32M, 32N, 32O, 32P, 32Q, 32R, 32S, 32T, 32U, 32V, 32W, 32X, 32Y, 32Z, 33A, 33B, 33C, 33D, 33E, 33F, 33G, 33H, 33I, 33J, 33K, 33L, 33M, 33N, 33O, 33P, 33Q, 33R, 33S, 33T, 33U, 33V, 33W, 33X, 33Y, 33Z, 34A, 34B

Planes used in preparation of survey/comp
 DP 66451 DP 103569 DP 14771
 DP 773086 DP 223566 DP 5793
 DP 22067 DP 22110 DP 10965
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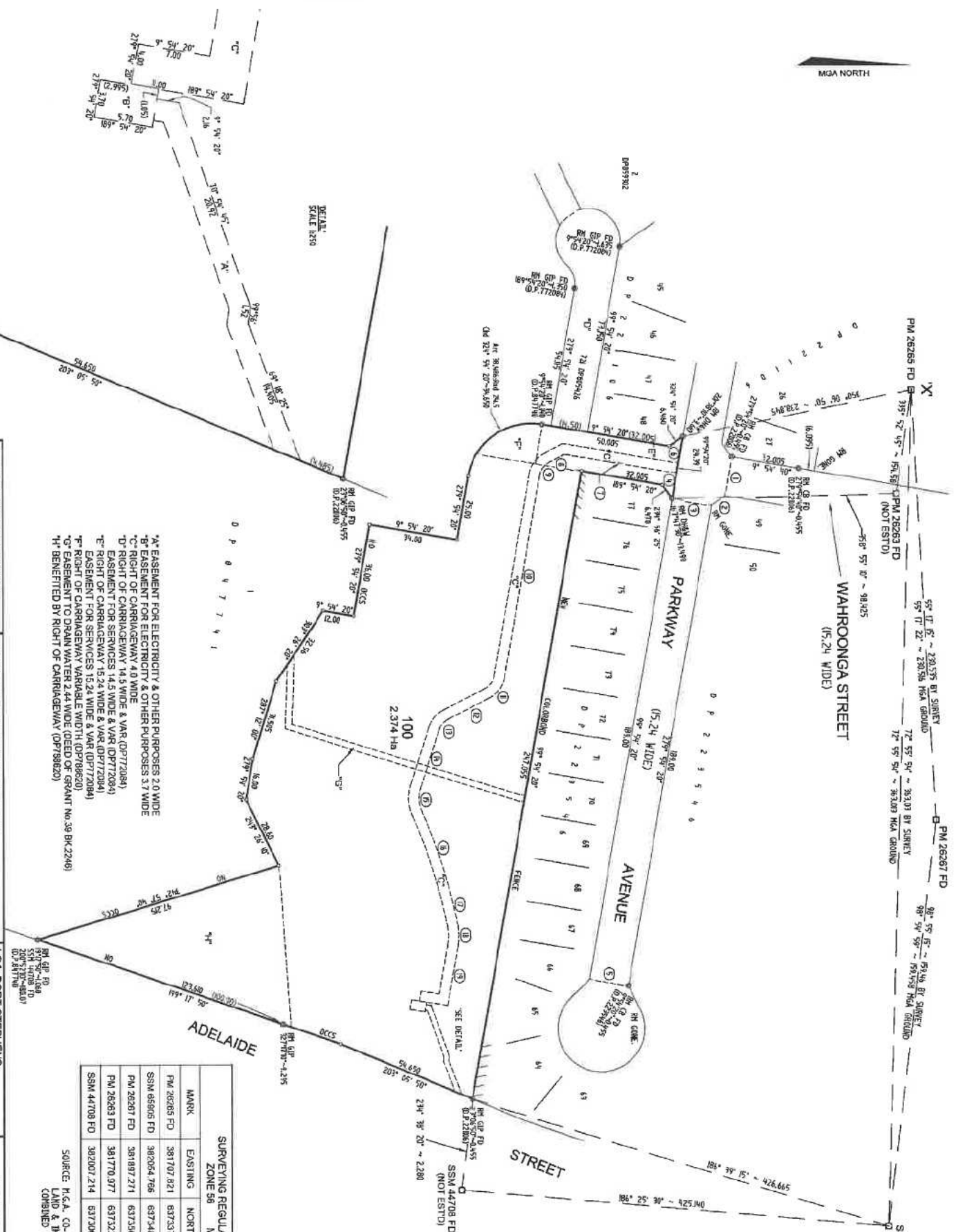
PURSUANT TO SEC. 8A. OF T
CONVEYING ACT 1994, IT
INTENDED TO CREATE.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.



22 August, 1983

MGA NORTH



1. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.0 WIDE
2. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.7 WIDE
3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4.0 WIDE
4. EASEMENT FOR SERVICES 14.5 WIDE & VAR. (DP772084)
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SURVEYING REGULATION 2008 CLAUSE 6(12)					
ZONE 56 MGA COORDINATES					
MARK	EASTING	NORTHING	CLASS	ORDER	SOURCE
PM 26265 FD	381707.821	6373378.285	A	1	SCIMS
SSM 65605 FD	382054.766	6373464.510	B	2	SCIMS
PM 26267 FD	381897.271	6373508.528	B	2	SCIMS
PM 26263 FD	381770.977	6373237.246	C	N/A	FOUND
SSM 44708 FD	382007.214	6373062.450	C	N/A	FOUND

Short Lines & Arcs			
No.	Bearing	Distance	Radius
1	27° 54' 20"	15.240	
2	32° 54' 20"	6.466	
3	88° 54' 20"	15.240	
4	99° 54' 20"	0.168	
5	9° 54' 20"	15.240	
6	9° 54' 20"	0.168	
7	9° 54' 20"	44.016	
8	332° 22' 55"	6.374	
9	300° 08' 38"	6.889	6.466
10	27° 54' 20"	78.588	
11	300° 25' 14"	9.081	10.8
12	332° 56' 00"	17.885	
13	310° 15' 09"	5.398	5.592
14	287° 34' 20"	23.655	
15	267° 06' 23"	9.881	9.287
16	250° 40' 30"	30.462	30.462
17	251° 44' 08"	15.398	15.398
18	265° 28' 19"	8.894	8.894
19	27° 54' 20"	23.109	

Surveyor: Gregory John Smith
Date of Survey: 16/07/2010
Surveyors Ref: 29567

PLAN OF REDEFINITION OF
LOT 722 DP 805426

LGA: PORT STEPHENS
Locality: RAYMOND TERRACE
Subdivision No: _____
LENGTHS ARE IN METERS, REDUCTION RATIO 1:1000

Registered
1.12.2010

DP1158810

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Pursuant to Section 88B on the Conveyancing Act 1919 as amended it is intended to create:

1. Easement for electricity & other purposes 2.0 wide
2. Easement for electricity & other purposes 3.7 wide
3. Right of carriageway 4 wide

EXECUTED ON BEHALF OF THOMAS PAUL CONSTRUCTIONS PTY LIMITED ACN 003276131 BY RESOLUTION OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

THOMAS PAUL HUGHES (SOLE DIRECTOR/SEC)
(SOLE DIRECTOR/SECRETARY)

for and on behalf of EnergyAustralia

KATHERINE MARGARET GUNTON

duly constituted Attorney pursuant

Power of Attorney registered

ok 4528 No. 401

Use PLAN FORM 6

for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land
shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed set out herein
(Insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:

Date of Endorsement:

Accreditation no:

Subdivision Certificate no:

File no:

* Delete whichever is inapplicable.

DP1158810

Registered:



1.12.2010

Title System:

TORRENS

Purpose:

REDEFINITION

PLAN OF
REDEFINITION OF LOT 722
DP805426

LGA:

PORT STEPHENS

Locality:

RAYMOND TERRACE

Parish:

ELDON

County:

GLOUCESTER

Surveying Regulation, 2006

I, **GREGORY JOHN SMITH**

of **Daly.Smith** PTY LTD, PO BOX 204 MORISSET 2264
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate,
has been made in accordance with the *Surveying and Spatial Information Regulation 2006* and was completed

on: **16th July, 2010**

The survey relates to Lot 100

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature

Dated: 8/10/2010

Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: X-Y

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 805426

DP 847741

DP 223546

DP 221106

DP 772084

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 29567

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
REDEFINITION OF LOT 722
DP805426

DP1158810

Registered:



1.12.2010

Subdivision Certificate No:

Date of Endorsement:

Signed on behalf of St George Bank - A Division
of Westpac Banking Corporation by it's attorney(s)
under power of attorney dated 17 January 2001
Registered Book 4299 No 332 in the presence:

Witness: Jodi Feenan Attorney:

Account Executive

By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

Darren Nichols
Account Manager

SURVEYOR'S REFERENCE: 29567

* OFFICE USE ONLY

ob- bunn 28/4/53

Exempt from Stamp Duty E. T. Woods Commissioner of Stamp Duties 2/4/53

No. 39

Book 2246.

Grant of Easement.

THIS DEED made the Twenty- fifth. day of February ----- One
 nine hundred and fifty-three BETWEEN JOHN GORDON WINDEYER of Ray
 Terrace in the State of New South Wales Grazier (hereinafter called
 of the one part and THE COUNCIL OF THE SHIRE OF PORT STEPHENS (he
 called the Grantee) of the other part WHEREAS the Grantor is se
 unencumbered fee simple (inter alia) of the land described in the
 Schedule hereto AND WHEREAS the Grantee has requested the Grantor
 an easement over part of the said lands for the drainage of storm wa
 which the Grantor has agreed to do in manner hereinafter mentioned
 DEED WITNESSETH that in consideration of the sum of TEN SHILLINGS
 paid by the Grantee to the Grantor (the receipt whereof is hereby
 ledged) the Grantor as beneficial owner hereby grants unto the Gra
 successors and assigns full free and uninterrupted right and liberty
 upon the strip of land eight feet wide described in the Second Sched
 hereto and also delineated in the sketch Plan endorsed hereon and ma
 and to construct lay down make control manage operate use alter rene
 repair and maintain at a depth of not less than ten feet below the
 the said land pipe lines for storm water drainage purposes with fitt
 appurtenances thereto including surface boxes finished flush with
 surface of the adjoining land AND to effect the necessary supervi
 repairs cleansing maintenance renovation and/or reconstruction of th
 Stormwater Pipe Line or any part or parts thereof AND for the purp
 aforesaid to make all necessary excavations upon the said strip of
 bring thereon all such materials and to make erect set up fix and p
 all such apparatus and things as shall be considered necessary or co
 by the Grantee for the construction of the said Stormwater Pipe Line
 either to remove or carry away all or any of the clay and gravel sto
 may be taken out of the said excavation or to use all or any parts t
 connection with the said works and also to take down dig up and rem
 the said apparatus and things which shall have been erected set up f
 made by the Grantee on the said strip of land AND TO USE such Stor
 Pipe Line for the purposes of conveying and carrying away all waste
 stormwaters from the public road known as Kinross Street or other la
 which the Council now has or may hereafter acquire the right to drai
 and stormwaters in conjunction with any general drainage scheme oper
 the Grantee for the disposal of waste and stormwaters in the vicini
 said land or for other like purposes and from time to time inspect t
 condition of and repair amend and cleanse the said Stormwater pipe l
 for the purposes aforesaid or any of them at all reasonable times wi
 surveyors workmen horses carts waggons motor lorries vehicles and ot
 persons and things to enter into and upon the said strip of land to
 place upon the same and to remove all necessary materials machinery
 articles and to do such other incidental things as the Grantee shall
 PROVIDED that such work as aforesaid shall be carried out in a prop
 workmanlike manner occasioning the minimum of inconvenience to the s
 Grantor And the Grantee further covenants that upon completion of s
 aforesaid it will leave the adjoining lands so far as is possible in
 condition as they were in prior to the commencement of such work and
 remove all clay and gravel and other material not used in connection
 such construction work from the said land And for the consideration
 the Grantor as beneficial owner hereby grants unto the Grantee its s
 and assigns an easement or right to use an existing open drain for t
 purposes of conveying and carrying away stormwater from the abovemen
 Pipe Line to Windeyer's Creek such drain being as delineated in the
 plan endorsed hereon AND IT IS HEREBY DECLARED that the said drain
 used and enjoyed by the Grantee its successors and assigns

that Town aforesaid bearing easterly eighteen chains ninety three links (189°33' - 20" - 774) one hundred and ninety six degrees forty and one half minutes six chains eighty six and two tenths links (196°40' 30" - 686.2) two hundred and seventy degrees twenty three and one half minutes three chains ten and six tenths links (270°23'30" - 310.6) one hundred and eight degrees twenty three and one half minutes twenty chains thirty seven and one tenth links (180°23'30" - 2037.1) thence again on the north by a line bearing ninety degrees twenty three and one half minutes fifteen chains fifty five seven tenths links (90° 23' 30" - 1555.7) to the Pacific Highway thence on south east by the north west side of that Highway aforesaid bearing general south westerly one hundred and seventy seven degrees three and one half minutes thirty six and eight tenths links (177°03'30" - 36.8) one hundred eighty nine degrees thirty nine minutes three chains two and eight tenths links (189°39' - 302.8) one hundred and ninety three degrees fifty eight minutes three chains seventy eight and six tenth links (193°58' - 378.6) one hundred and eighty nine degrees forty seven minutes twenty one chains eighty five eighth tenth links (189°47' - 2185.8) one hundred and ninety three degrees eighteen minutes three chains eighty two and five tenth links (193°18' - 302.8) one hundred and ninety degrees eighty links (190°0' - 80.0) to the centre of Windeyers Creek and thence on the south by the centre of that Creek aforesaid bearing generally westerly to the Hunter River and thence on the North West by the left bank of the Hunter River aforesaid bearing north easterly to the point of commencement EXCEPTING thereout the Reservation 100 feet wide along the left bank of the Hunter River and containing one hundred and six four acres (164a. Or. Op.) more or less.

THE SECOND SCHEDULE REFERRED TO

ALL THAT piece or parcel of land containing by a measurement - Acres - 1 24 Perches or thereabouts being part of Portion 17 in the Parish of Eldon County of Gloucester State of New South Wales be the hereinafter mentioned several dimensions a little more or less COMMENCING at a point in the Southern boundary of Lot 8 in Deposited Plan 24067 bearing 90 degrees 23 1/2 minutes 8 feet 0 3/4 inches from the intersection of the Southern boundary of the Lot 8 in Deposited Plan 24067 with the Eastern side of Wahroonga Street and bounding thence towards the North by part of the Southern boundaries of Lots 8 and 9 in Deposited Plan 24067 aforesaid bearing 90 degrees 23 1/2 minutes 8 feet 0 3/4 inches thence towards the South-east by lines bearing and distant respectively 18 degrees 3 1/2 minutes 607 feet 9 3/4 inches and 262 degrees 41 1/2 minutes 216 feet 1 1/4 inches thence towards the South-west by a line bearing 352 degrees 41 1/2 minutes 8 feet and thence towards the north-west by lines bearing and distant respectively 82 degrees 41 1/2 minutes 210 feet and 8 degrees 3 1/2 minutes 600 7 1/2 inches to the point of commencement.

D.P. 24067



Stormwater Pipe Drainage Easement

8' Wide. Shown in Red

Open Drain Easement. Shown in Blue.

Scale. 300ft. to 1 inch.

SIGNED SEALED AND DELIVERED by the)
said JOHN GORDON WINDEYER in the) JOHN G. WINDEYER
presence of:-)

A. M. Cunningham,
Solicitor
RAYMOND TERRACE

THE COMMON SEAL OF THE COUNCIL OF THE)
SHIRE OF PORT STEPHENS was hereunto)
affixed by resolution passed on the) Leonard Randall.
Tenth day of March 1953.)

President

C. L. Monkley.
Shire Clerk.

I, MAUREEN THERESA QUIGLEY Clerk to Mackenzie & Cunningham of Raymo
Solicitors, Being duly sworn make oath and say as follows: the writi
on this and the preceding page has been examined by me with the orig
Conveyance and is a true copy thereof:-

SEORN at Raymond Terrace this *twenty-third*
day of *April*. One thousand nine hundred) *M. Quigley*
and fifty-three. Before me:-

C. L. Monkley
Justice of the Peace.

RECEIVED into the Registration of Deeds Office at Sydney this twent
day of April ----- One thousand nine hundred and fifty-three at
minutes past ten ---o'clock in the fore- noon from Beverley Sharp ---
Clerk to Thomas Kenyon & Son Law Stationers 109 Elizabeth Street, Syd

E. G. [Signature]
.....
DEPUTY REGISTRAR

REGISTERED  19-1-1988

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

Lengths are in metres

(Sheet 1 of 1 sheet)

DP 755620

PART 1.

FULL NAME AND ADDRESS OF THE PROPRIETOR OF THE LAND:

FULL NAME AND ADDRESS OF THE MORTGAGEE OF THE LAND:

1. IDENTICALLY OF EASEMENT OR RESTRICTION DIRECTLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

Lots Burdened

Lot 172

SIGNED in my presence by the Registered Proprietor of Lot 181 in DP 772084 who is personally known to me,

Raymond Terrace

SIGNED in my presence by the Registered Proprietors of Part Portion 17 who are personally known to me,

SIGNED in my presence by the Mortgagees under Mortgage No. X353672 in the presence of:

THOMAS LAURIE ADAM, Solicitor, Raymond Terrace.

Witness

Signed at Sydney, New South Wales, day of August 1989, before me, the undersigned, a Justice of the Peace for the State of New South Wales, in the presence of the above-named persons, who have declared that they have received notice of revocation of the power.

WILLIAM JOHN HAY
JUSTICE OF THE PEACE

HARRY ALLENE FRANCIS WILLIAMS
Solicitor

KAYLENE MOZLEY
WITNESS

Securities Services Pty Ltd
George St., Sydney
BARRY THOMAS SHARPE
ASSISTANT MANAGER, STATE SECURITIES

Schedule of Lots etc. affected.

Lots, name of Road or Authority Benefitted.

Lot 171

Raymond Terrace

Raymond Terrace

Raymond Terrace

Raymond Terrace

Signed

at Sydney

SIGNED AT SYDNEY THIS 25th DAY OF AUGUST 1989 FOR MORTGAGEE AUSTRALIA BANK LIMITED BY RESOLVING APPOINTED ATTORNEY UNDER POWER OF ATTORNEY NO. 110 64 3723

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 22 August, 15

10 20 30 40 50 60 70 Total of mm 110 120 130 140

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 1 of 2 Sheets)

Plan of Redefinition of Lot 722 DP 805426
Dated 16th July, 2010

DP1158810

Full name and address of
proprietors of the land.

THOMAS PAUL CONSTRUCTIONS PTY LIMITED
ACN 003276131
9 Reliance Drive, TUGGERAH NSW 2259

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Easement for electricity & other purposes 2.0 wide	100	Energy Australia ABN 67 505 337 385
2	Easement for electricity & other purposes 3.7 wide	100	Energy Australia ABN 67 505 337 385
3	Right of carriageway 4 wide	100	Energy Australia ABN 67 505 337 385

PART 2 (Terms)

Terms of easement for electricity and other purposes firstly referred to in the plan

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Terms of easement for electricity and other purposes secondly referred to in the plan

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Terms of right of carriageway thirdly referred to in the plan

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

The name of the Authority whose consent is required to release vary or modify the easements and right of carriageway referred to in the plan is Energy Australia.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

(Sheet 2 of 2 Sheets)

DP1158810

Plan of Redefinition of Lot 722 DP 805426
Dated 16th July, 2010

EXECUTED ON BEHALF OF THOMAS PAUL CONSTRUCTIONS PTY LIMITED ACN
003276131 BY RESOLUTION OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:

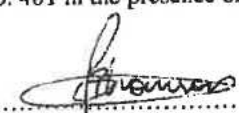

THOMAS PAUL HUGHES (SOLE DIRECTOR/SECRETARY)

EXECUTED for and on behalf of)
ENERGYAUSTRALIA by)

KATHERINE MARGARET GINTON)

its duly constituted Attorney pursuant to
Power of Attorney registered Book 4528
No. 401 in the presence of:


Attorney


Witness

Bridget Anne Thomson
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

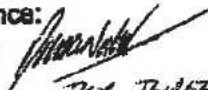
.....
Address of Witness

Signed on behalf of St George Bank - A Division
of Westpac Banking Corporation by it's attorney(s)
under power of attorney dated 17 January 2001
Registered Book 4299 No 332 in the presence:

Witness:

Jodi Feenan

 Account Executive

Attorney: 

THE THREE (3)

By executing the document the attorney(s) states
that they have received no notice of revocation
of the power of attorney.

Darren Nichols
Account Manager

REGISTERED



1.12.2010

Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 004880

Land Registry Document Identification

AS142375

STAMP DUTY:

Consolidation/Change of By-laws**Jurisdiction** NEW SOUTH WALES**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP84711	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84711
Other legal entity

Meeting Date

28/03/2022

Amended by-law No.**Details** N/A**Added by-law No.****Details** Special By-Law No. 2**Repealed by-law No.****Details** N/A

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

Attachment**See attached** Conditions and Provisions**See attached** Approved forms**See attached** Approved forms**Execution**

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP84711
Signer Name LAURA CASHMAN
Signer Organisation KERIN BENSON LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 19/05/2022

Annexure A

Community & Strata Title Management Pty Ltd

ByLaws

STRATA SCHEMES MANAGEMENT REGULATIONS 2010 SCHEDULE 2 MODEL BYLAWS FOR RESIDENTIAL STRATA SCHEMES OPTION B – KEEPING OF ANIMALS

BYLAWS FOR: **SP: 84711 65 Wahroonga Street, RAYMOND TERRACE, NSW, 2324**

1 NOISE

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

2 VEHICLES

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

3 OBSTRUCTION OF COMMON PROPERTY

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

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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



5 DAMAGE TO COMMON PROPERTY

- (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 except with the prior written approval of the owners corporation.
- (2)** An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3)** This bylaw does not prevent an owner or person authorised by an owner from installing:
 - (a)** any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b)** any screen or other device to prevent entry of animals or insects on the lot, or
 - (c)** any structure or device to prevent harm to children, or
 - (d)** any device used to affix decorative items to the internal surfaces of walls in the owner's lot, 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 62 of the Act, 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 in clause (3) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8 BEHAVIOUR OF INVITEES

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

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

10 HANGING OUT OF WASHING

- (1)** An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2)** An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3)** An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

- (4)** In this clause:

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

11 PRESERVATION OF FIRE SAFETY

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

12 CLEANING WINDOWS AND DOORS

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

13 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

14 CHANGES TO FLOOR COVERINGS AND SURFACES

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This bylaw does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 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 bylaw does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 GARBAGE DISPOSAL

- (1)** An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a)** must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
 - (b)** must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c)** for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d)** when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e)** must not place anything in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2)** An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 KEEPING OF ANIMALS

OPTION B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and

- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

18 APPEARANCE OF LOT

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This bylaw does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with bylaw 10.

19 CHANGE IN USE OF LOT TO BE NOTIFIED

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

20 PROVISION OF AMENITIES OR SERVICES

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

21 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

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

22 SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

SPECIAL BYLAW NO. 1: PARKING OF VEHICLES

PART 1 GRANT OF POWER

- 1.** In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owner's Corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this bylaw:
 - (a)** the power to regulate the use of common property and the Visitor Parking Area for parking of motor or other vehicles;
 - (b)** the power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this bylaw;
 - (c)** the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention with this bylaw; and
 - (d)** the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this bylaw will be removed from the Scheme or wheel clamped.

PART 2 DEFINITIONS & INTERPRETATION

2.1 In this bylaw, unless the context otherwise requires:

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Common Property means the common property comprised in strata plan registration no 84711.
- (c) Executive Committee means the executive committee of the Owners Corporation.
- (d) Lot means any lot in strata plan 84711.
- (e) Occupier has the meaning given to it under the Act.
- (f) Owner means the owner of the Lot
- (g) Owners Corporation means the owners corporation constituted by the registration of Strata Plan no. 84711.
- (h) Scheme means the strata scheme relating to strata plan number 84711.
- (i) Visitor means a bona fide guest or invitee of an Owner or Occupier, but does not include and Occupier.
- (j) Visitor Parking Area means any area designated for parking in the Scheme not comprising part of Lot.

2.2 In this bylaw, unless the context otherwise requires:

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

2.3 Where a term of this bylaw contradicts the bylaws with the Scheme then this bylaw will prevail to the extent of that contradiction.

PART 3 CONDITIONS

- 3.1** The Owner or Occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the Common Property and/or upon the Visitor Parking Area at any time, except with the written approval of the Owners Corporation.
- 3.2** The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Common Property (excluding the Visitor Parking Area and in accordance with this bylaw) at any time.
- 3.3** The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or Stand, a motor or other vehicle upon the Visitor Parking Area for more than two (2) consecutive hours and in any one week, except with the written approval of the Owners Corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the Common Property except with the prior written approval of the Owners Corporation.
- 3.4** The Owners Corporation must not reasonably withhold its approval to the parking or standing of a motor or other vehicle upon the Common Property or upon the Visitor Parking Area under clauses 3.1, 3.3, 3.5 or 3.6.
- 3.5** The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the Common Property at any time, except with the prior written approval of the Owners Corporation.
- 3.6** The Owner or Occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:
- (a)** park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours; or
 - (b)** repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the Owners Corporation.
- 3.7** The Owners Corporation or Executive Committee, for the purpose of the control, management and use of the Common Property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other Common Property, may:
- (a)** install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area;

- (b) remove any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this bylaw, including towing or arranging for the vehicle to be towed away;
- (c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this bylaw;
- (d) install signage on the Common Property or the Visitor Parking Area advising of the effect of this bylaw and limitation on the standing/parking of motor or other vehicles;
- (e) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this bylaw or any resolution of the Executive Committee under this bylaw; and
- (f) take such further action consistent with this bylaw as is lawful, reasonable and necessary in order to regulation or restrict the parking of motor or other vehicle in or on the Common Property or the Visitor Parking Area.

3.8 If the Executive Committee erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area, every Owner and Occupier of a lot must abide by those signs and must ensure that their tradespersons, contractor and Visitors abide by those signs, in default of which, the Owner or Occupier of the lot responsible for or in connection with its or its Visitors breach of this bylaw, will be liable to pay the costs of the Owners Corporation in enforcing this bylaw.

PART 4 ENDURING OBLIGATIONS

4.1 An Owner or Occupier:

- (a) must comply with the terms of this bylaw and any approval or directions of the Owners Corporation or the Executive Committee given under this bylaw in respect of parking upon the Common Property and the Visitor parking Area;
- (b) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this bylaw;
- (c) acknowledges and agrees that by parking a vehicle (or allowing to be parked) upon the common Property and/or upon the Visitor Parking Area in contravention of this bylaw or any signage at the Scheme, that Owner or Occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this bylaw and sections 651B and 651C of the Local Government Act, 1993; and

(d) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the Common Property and/or upon the Visitor Parking Area in contravention of this bylaw, and such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this bylaw, hereby:

(e)

(i) indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the motor or incurred by the Owners Corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;

(ii) acknowledges and agrees that an agreement pursuant to section 651C(2) (d) of the Local Government Act 1993 has been made and is in force; and

(iii) indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under part 3 of this bylaw.

PART 5 DEFAULT BY OWNER

5.1 The Owners Corporation may recover from the Owner or Occupier all cost associated with administering the policy expressed in this bylaw.

5.2 Any payment required by the Owners Corporation in accordance with this bylaw becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.

5.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.

5.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner on that owner.

5.5 A charge if not paid at the end of one month after it becomes due and payable it shall bear, until paid, simple interest at an annual rate of ten percent (10%).

5.6 The Owners Corporation may recover, as a debt, a charge not paid at the end of one month after it becomes due and payable, together with any interest payable and the expenses of the Owner Corporation incurred in recovering those amounts.

**SPECIAL BY-LAW NO. 2: INSTALLATION OF AIR CONDITIONING RIGHT TO INSTALL AIR CONDITIONING
(passed 28 March 2022)**

1. On the conditions set out in this by-law an owner of a lot shall have a special privilege in respect of the common property to carry out the installation of air conditioning in the lot and an exclusive use and enjoyment of that part of the common property affected by the installation incorporating:

- (a) the installation of the condensing unit and/or internal air dispersal unit or units on the common property in the place or places approved in writing by the strata committee, (acting reasonably) including affixing to the common property slab and/or wall as required; and
- (b) the drilling of holes in the common property walls on the boundaries of the lot for the installation of ducting between the condensing unit or units and the internal air dispersal unit or units and for the affixing of the internal air dispersal unit or units to any common property wall on the boundary of the lot;
- (c) the installation of ducting, wiring, cabling and conduit as required; and
- (d) all ancillary work thereto.

Conditions - Prior To Installing Air Conditioning

2. Prior to installing the air conditioning, the owner must:

- (a) provide to the strata committee a copy of any applicable specifications for the air conditioner, including the make, model and maximum noise output specified for that model by the manufacturer;
- (b) provide to the strata committee a plan depicting the proposed site of the condensing unit or units (which must be in a position that either is not visible from ground level outside the lot or that minimises its visual impact), the path of the conduit or trunking from the condensing unit or units to the internal air dispersal unit or units and how water discharged from the condenser is to be plumbed into a common property drain;
- (c) provide to the strata committee any required approval by the local Council or authority for the performance of the works;
- (d) provide to the strata committee the licensing details of the contractor installing the air conditioning and details of the insurances effected by that contractor with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000 and
 - ii. for workers compensation in accordance with applicable legislation;

- (e) satisfy the strata committee (acting reasonably) that the maximum noise output for the air conditioner proposed to be installed complies with the Regulations under the *Protection of the Environment Operations Act 1997* or any amendment or replacement thereof;
- (f) provide to the strata committee the written consent of the owner to complying with and being bound by the provisions of this by-law; and
- (g) on the basis of the foregoing, obtain the consent of the strata committee (acting reasonably) to the air conditioning being installed.

3. In giving its consent to the installation of the air conditioning, the strata committee (acting reasonably) may impose conditions or require changes including, without limitation:

- (a) that the path of the conduit or trunking from the condensing unit or units to the internal air dispersal unit be changed to render the external appearance more aesthetically in keeping with the building;
- (b) that the condensing unit be installed in a place different from that marked on the plan or installed in a manner different from that disclosed in the application;
- (c) that any water discharged from the condensing unit be plumbed into a different waste water discharge point.

4. Prior to installing the air conditioning the owner must obtain and provide to the strata committee any required approval of Council for the installation of the air conditioning.

Conditions - The Installation Of Air Conditioning

5. In installing the air conditioning, the owner must ensure as far as is practicable that:

- (a) the installation of the air conditioning is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;
- (b) the air conditioning is installed substantially in accordance with the specifications and plan submitted to the strata committee for approval, and as approved;
- (c) reasonable precautions are taken to protect areas outside the lot from damage by the installation of the air conditioning;
- (d) all construction materials, equipment, debris and other material associated with the installation of the air conditioning are transported across common property in the manner reasonably directed by the strata committee; and
- (e) the installation of the air conditioning does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

Conditions - Completion Of Installation Of The Air Conditioning

6. On completion of the installation of the air conditioning the owner must:

- (a) ensure that the contractor installing the air conditioning removes from the strata scheme all debris resulting from or associated with the installation of the air conditioning as soon as practicable;
- (b) if the approval of Council is required in order to install the air conditioning, provide the strata committee with a copy of a certificate from Council or the principal certifying authority certifying that the installation of the air conditioning complies with any conditions of any requisite approval of the Council;
- (c) if requested, allow the owners corporation's representative to access their lot to inspect the air conditioning to ensure it has been installed according to this by-law.

Existing Air conditioning

7. The owner of a lot in which an air conditioning unit is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to sections 141 to 143 of the *Strata Schemes Management Act 2015*, a special privilege and exclusive use right to install and keep the air conditioning subject to:

- a. providing to the strata committee the written consent of the owner to this by-law and, in particular, to complying with and being bound by clauses 8 to 12 of this by-law; and
- b. complying with the provisions of this by-law other than those contained in clauses 2 to 5 of this by-law.

Other Rights And Obligations

8. The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the air conditioning whenever that damage may occur.

9. The installation of the air conditioning must be undertaken at the cost of the owner.

10. The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the air conditioning and must keep the air conditioning in a state of good and serviceable repair and must renew or replace the air conditioning whenever it becomes worn out or damaged so that it is no longer capable of being operated at all times within the maximum noise output restrictions in force under the *Protection of the Environment Operations Act 1997* and the Regulations thereunder.

11. For the avoidance of doubt, if at any time an air conditioning condenser or internal air dispersal unit installed in a lot generates noise or vibration that is heard or felt beyond the boundary of that lot and the level of that noise or vibration is such that it is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, the owner of the lot in which the air conditioner is installed must repair or replace the condenser unit or internal air dispersal unit, as applicable, so that it does not generate noise or vibration beyond the boundary of the lot and, pending that repair or replacement, the owner of the lot must not operate the air conditioner.

12. For the avoidance of doubt, this by-law is in addition to, and prevails over any by-law regulating minor renovations under the *Strata Schemes Management Act 2015*.

13. If an owner fails to comply with any obligation under this by-law, then the owners corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the lot to carry out that work;
- (c) recover the costs of carrying out that work from the owner,

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



Approved Form 10
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 84711 was affixed on 28/3/2022
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

Signature: [Signature] Name: Tessa Baker.

Authority: Strata manager.

Signature: Name:

Authority:

^ Insert appropriate date * Strike through if inapplicable.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) TORRENS TITLE

For the common property
CP/SP84711

(B) LODGED BY

Document Collection Box	Name	LAURA CASHMAN	CODE CH
	Company	Kerin Benson Lawyers	
	Address	PO Box 156 Adamstown NSW 2289	
	E-mail	laura@kerinbensonlawyers.com.au Contact Number 02 4032 7990	
	Customer Account Number (IF APPLICABLE) Reference	004880	

(C) The Owner-Strata Plan No. 84711 certify that a special resolution was passed on 28/3/2022

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law No. 2

Amended by-law No. NOT APPLICABLE

as fully set out below :

See Annexure A, pages 14 to 17.



(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. 84711 was affixed on in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:

Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 006070

Land Registry Document Identification

AS903060

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP84711	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84711
Other legal entity

Meeting Date

30/01/2023

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW NO. 3

Amended by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP84711

Signer Name ASHLEY HOWARD

Signer Organisation KERIN BENSON LAWYERS PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 06/03/2023

Annexure A

Community & Strata Title Management Pty Ltd

ByLaws

STRATA SCHEMES MANAGEMENT REGULATIONS 2010 SCHEDULE 2 MODEL BYLAWS FOR RESIDENTIAL STRATA SCHEMES OPTION B – KEEPING OF ANIMALS

BYLAWS FOR: **SP: 84711** **65 Wahroonga Street, RAYMOND TERRACE, NSW, 2324**

1 NOISE

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

2 VEHICLES

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

3 OBSTRUCTION OF COMMON PROPERTY

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

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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



5 DAMAGE TO COMMON PROPERTY

- (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 except with the prior written approval of the owners corporation.
- (2)** An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3)** This bylaw does not prevent an owner or person authorised by an owner from installing:
 - (a)** any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b)** any screen or other device to prevent entry of animals or insects on the lot, or
 - (c)** any structure or device to prevent harm to children, or
 - (d)** any device used to affix decorative items to the internal surfaces of walls in the owner's lot, 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 62 of the Act, 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 in clause (3) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8 BEHAVIOUR OF INVITEES

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

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

10 HANGING OUT OF WASHING

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

- (4) In this clause:

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

11 PRESERVATION OF FIRE SAFETY

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

12 CLEANING WINDOWS AND DOORS

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

13 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

14 CHANGES TO FLOOR COVERINGS AND SURFACES

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This bylaw does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 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 bylaw does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 GARBAGE DISPOSAL

- (1)** An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a)** must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
 - (b)** must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c)** for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d)** when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e)** must not place anything in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2)** An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 KEEPING OF ANIMALS

OPTION B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and

- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

18 APPEARANCE OF LOT

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This bylaw does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with bylaw 10.

19 CHANGE IN USE OF LOT TO BE NOTIFIED

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

20 PROVISION OF AMENITIES OR SERVICES

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

21 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS

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

22 SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

SPECIAL BYLAW NO. 1: PARKING OF VEHICLES

PART 1 GRANT OF POWER

- 1.** In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owner's Corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this bylaw:
 - (a)** the power to regulate the use of common property and the Visitor Parking Area for parking of motor or other vehicles;
 - (b)** the power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this bylaw;
 - (c)** the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention with this bylaw; and
 - (d)** the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this bylaw will be removed from the Scheme or wheel clamped.

PART 2 DEFINITIONS & INTERPRETATION

2.1 In this bylaw, unless the context otherwise requires:

- (a) Act means the Strata Schemes Management Act 1996.
- (b) Common Property means the common property comprised in strata plan registration no 84711.
- (c) Executive Committee means the executive committee of the Owners Corporation.
- (d) Lot means any lot in strata plan 84711.
- (e) Occupier has the meaning given to it under the Act.
- (f) Owner means the owner of the Lot
- (g) Owners Corporation means the owners corporation constituted by the registration of Strata Plan no. 84711.
- (h) Scheme means the strata scheme relating to strata plan number 84711.
- (i) Visitor means a bona fide guest or invitee of an Owner or Occupier, but does not include and Occupier.
- (j) Visitor Parking Area means any area designated for parking in the Scheme not comprising part of Lot.

2.2 In this bylaw, unless the context otherwise requires:

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

2.3 Where a term of this bylaw contradicts the bylaws with the Scheme then this bylaw will prevail to the extent of that contradiction.

PART 3 CONDITIONS

3.1 The Owner or Occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the Common Property and/or upon the Visitor Parking Area at any time, except with the written approval of the Owners Corporation.

3.2 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Common Property (excluding the Visitor Parking Area and in accordance with this bylaw) at any time.

3.3 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or Stand, a motor or other vehicle upon the Visitor Parking Area for more than two (2) consecutive hours and in any one week, except with the written approval of the Owners Corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the Common Property except with the prior written approval of the Owners Corporation.

3.4 The Owners Corporation must not reasonably withhold its approval to the parking or standing of a motor or other vehicle upon the Common Property or upon the Visitor Parking Area under clauses 3.1, 3.3, 3.5 or 3.6.

3.5 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the Common Property at any time, except with the prior written approval of the Owners Corporation.

3.6 The Owner or Occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:

(a) park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours; or

(b) repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the Owners Corporation.

3.7 The Owners Corporation or Executive Committee, for the purpose of the control, management and use of the Common Property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other Common Property, may:

(a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area;

- (b) remove any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this bylaw, including towing or arranging for the vehicle to be towed away;
- (c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this bylaw;
- (d) install signage on the Common Property or the Visitor Parking Area advising of the effect of this bylaw and limitation on the standing/parking of motor or other vehicles;
- (e) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this bylaw or any resolution of the Executive Committee under this bylaw; and
- (f) take such further action consistent with this bylaw as is lawful, reasonable and necessary in order to regulation or restrict the parking of motor or other vehicle in or on the Common Property or the Visitor Parking Area.

3.8 If the Executive Committee erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area, every Owner and Occupier of a lot must abide by those signs and must ensure that their tradespersons, contractor and Visitors abide by those signs, in default of which, the Owner or Occupier of the lot responsible for or in connection with its or its Visitors breach of this bylaw, will be liable to pay the costs of the Owners Corporation in enforcing this bylaw.

PART 4 ENDURING OBLIGATIONS

4.1 An Owner or Occupier:

- (a) must comply with the terms of this bylaw and any approval or directions of the Owners Corporation or the Executive Committee given under this bylaw in respect of parking upon the Common Property and the Visitor parking Area;
- (b) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this bylaw;
- (c) acknowledges and agrees that by parking a vehicle (or allowing to be parked) upon the common Property and/or upon the Visitor Parking Area in contravention of this bylaw or any signage at the Scheme, that Owner or Occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this bylaw and sections 651B and 651C of the Local Government Act, 1993; and

(d) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the Common Property and/or upon the Visitor Parking Area in contravention of this bylaw, and such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this bylaw, hereby:

(e)

(i) indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the motor or incurred by the Owners Corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;

(ii) acknowledges and agrees that an agreement pursuant to section 651C(2) (d) of the Local Government Act 1993 has been made and is in force; and

(iii) indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under part 3 of this bylaw.

PART 5 DEFAULT BY OWNER

5.1 The Owners Corporation may recover from the Owner or Occupier all cost associated with administering the policy expressed in this bylaw.

5.2 Any payment required by the Owners Corporation in accordance with this bylaw becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.

5.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.

5.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner on that owner.

5.5 A charge if not paid at the end of one month after it becomes due and payable it shall bear, until paid, simple interest at an annual rate of ten percent (10%).

5.6 The Owners Corporation may recover, as a debt, a charge not paid at the end of one month after it becomes due and payable, together with any interest payable and the expenses of the Owner Corporation incurred in recovering those amounts.

SPECIAL BY-LAW NO. 2: INSTALLATION OF AIR CONDITIONING RIGHT TO INSTALL AIR CONDITIONING
(passed 28 March 2022)

1. On the conditions set out in this by-law an owner of a lot shall have a special privilege in respect of the common property to carry out the installation of air conditioning in the lot and an exclusive use and enjoyment of that part of the common property affected by the installation incorporating:

- (a) the installation of the condensing unit and/or internal air dispersal unit or units on the common property in the place or places approved in writing by the strata committee, (acting reasonably) including affixing to the common property slab and/or wall as required; and
- (b) the drilling of holes in the common property walls on the boundaries of the lot for the installation of ducting between the condensing unit or units and the internal air dispersal unit or units and for the affixing of the internal air dispersal unit or units to any common property wall on the boundary of the lot;
- (c) the installation of ducting, wiring, cabling and conduit as required; and
- (d) all ancillary work thereto.

Conditions - Prior To Installing Air Conditioning

2. Prior to installing the air conditioning, the owner must:

- (a) provide to the strata committee a copy of any applicable specifications for the air conditioner, including the make, model and maximum noise output specified for that model by the manufacturer;
- (b) provide to the strata committee a plan depicting the proposed site of the condensing unit or units (which must be in a position that either is not visible from ground level outside the lot or that minimises its visual impact), the path of the conduit or trunking from the condensing unit or units to the internal air dispersal unit or units and how water discharged from the condenser is to be plumbed into a common property drain;
- (c) provide to the strata committee any required approval by the local Council or authority for the performance of the works;
- (d) provide to the strata committee the licensing details of the contractor installing the air conditioning and details of the insurances effected by that contractor with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000 and
 - ii. for workers compensation in accordance with applicable legislation;

- (e) satisfy the strata committee (acting reasonably) that the maximum noise output for the air conditioner proposed to be installed complies with the Regulations under the *Protection of the Environment Operations Act 1997* or any amendment or replacement thereof;
- (f) provide to the strata committee the written consent of the owner to complying with and being bound by the provisions of this by-law; and
- (g) on the basis of the foregoing, obtain the consent of the strata committee (acting reasonably) to the air conditioning being installed.

3. In giving its consent to the installation of the air conditioning, the strata committee (acting reasonably) may impose conditions or require changes including, without limitation:

- (a) that the path of the conduit or trunking from the condensing unit or units to the internal air dispersal unit be changed to render the external appearance more aesthetically in keeping with the building;
- (b) that the condensing unit be installed in a place different from that marked on the plan or installed in a manner different from that disclosed in the application;
- (c) that any water discharged from the condensing unit be plumbed into a different waste water discharge point.

4. Prior to installing the air conditioning the owner must obtain and provide to the strata committee any required approval of Council for the installation of the air conditioning.

Conditions - The Installation Of Air Conditioning

5. In installing the air conditioning, the owner must ensure as far as is practicable that:

- (a) the installation of the air conditioning is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;
- (b) the air conditioning is installed substantially in accordance with the specifications and plan submitted to the strata committee for approval, and as approved;
- (c) reasonable precautions are taken to protect areas outside the lot from damage by the installation of the air conditioning;
- (d) all construction materials, equipment, debris and other material associated with the installation of the air conditioning are transported across common property in the manner reasonably directed by the strata committee; and
- (e) the installation of the air conditioning does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

Conditions - Completion Of Installation Of The Air Conditioning

6. On completion of the installation of the air conditioning the owner must:

- (a) ensure that the contractor installing the air conditioning removes from the strata scheme all debris resulting from or associated with the installation of the air conditioning as soon as practicable;
- (b) if the approval of Council is required in order to install the air conditioning, provide the strata committee with a copy of a certificate from Council or the principal certifying authority certifying that the installation of the air conditioning complies with any conditions of any requisite approval of the Council;
- (c) if requested, allow the owners corporation's representative to access their lot to inspect the air conditioning to ensure it has been installed according to this by-law.

Existing Air conditioning

7. The owner of a lot in which an air conditioning unit is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to sections 141 to 143 of the *Strata Schemes Management Act 2015*, a special privilege and exclusive use right to install and keep the air conditioning subject to:

- a. providing to the strata committee the written consent of the owner to this by-law and, in particular, to complying with and being bound by clauses 8 to 12 of this by-law; and
- b. complying with the provisions of this by-law other than those contained in clauses 2 to 5 of this by-law.

Other Rights And Obligations

8. The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the air conditioning whenever that damage may occur.

9. The installation of the air conditioning must be undertaken at the cost of the owner.

10. The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the air conditioning and must keep the air conditioning in a state of good and serviceable repair and must renew or replace the air conditioning whenever it becomes worn out or damaged so that it is no longer capable of being operated at all times within the maximum noise output restrictions in force under the *Protection of the Environment Operations Act 1997* and the Regulations thereunder.

11. For the avoidance of doubt, if at any time an air conditioning condenser or internal air dispersal unit installed in a lot generates noise or vibration that is heard or felt beyond the boundary of that lot and the level of that noise or vibration is such that it is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot, the owner of the lot in which the air conditioner is installed must repair or replace the condenser unit or internal air dispersal unit, as applicable, so that it does not generate noise or vibration beyond the boundary of the lot and, pending that repair or replacement, the owner of the lot must not operate the air conditioner.

12. For the avoidance of doubt, this by-law is in addition to, and prevails over any by-law regulating minor renovations under the *Strata Schemes Management Act 2015*.

13. If an owner fails to comply with any obligation under this by-law, then the owners corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the lot to carry out that work;
- (c) recover the costs of carrying out that work from the owner,

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

SPECIAL BY-LAW NO. 3: INSTALLATION OF PERGOLAS (passed 30 January 2023)

Right to Install Pergola

1. On the conditions set out in this by-law the owner of a lot shall be entitled to install and keep a pergola in the courtyard of that lot provided that:
 - (a) the pergola and any pergola covering must be made of high quality materials reasonably acceptable to the strata committee;
 - (b) the style, finish and colour of the pergola and any pergola covering must, in the reasonable opinion of the strata committee, have an appearance after installation in keeping with the external style and theme of the building and the strata scheme and with other pergolas already installed in the strata scheme.

Conditions - Prior to Installing Pergola

2. Prior to installing a pergola, each owner must:
 - (a) provide a description of the pergola and a copy of any applicable specifications, plans and drawings for the pergola to the strata committee;
 - (b) satisfy the strata committee (acting reasonably) that, so far as is reasonably practicable:
 - i. the materials in the pergola will be of high quality and that the finish of the pergola will match as closely as possible the appearance and materials of existing pergolas then installed in the strata scheme; and

- ii. the appearance after installation will be in keeping with the external style and theme of the building and the strata scheme;
 - (c) provide to the strata committee the written consent of the owner to complying with and being bound by the provisions of this by-law; and
 - (d) on the basis of the foregoing, obtain the consent of the strata committee (acting reasonably) to the pergola being installed.
3. Prior to installing the pergola, the owner must obtain and provide to the strata committee any required approval of Port Stevens Council for the installation of the pergola.

Conditions - Installation of Pergola

4. In installing the pergola, the owner must ensure as far as is practicable that:
- (a) the installation of the pergola is carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
 - (b) the pergola is installed substantially in accordance with the specifications, description, plan or drawing submitted to the strata committee for approval in accordance with clause 2 of this by-law;
 - (c) reasonable precautions are taken to protect areas outside the lot from damage by the installation of the pergola;
 - (d) all construction materials, equipment, debris and other material associated with the installation of the pergola are transported across common property in the manner reasonably directed by the strata committee; and
 - (e) the installation of the pergola does not interfere with or damage the common property or interfere with or damage the property of any other lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, the owner must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

Conditions - Completion of Installation of the Pergola

5. On completion of the installation of the pergola the owner must:
- (a) ensure that the contractor installing the pergola removes from the strata scheme all debris resulting from or associated with the installation of the pergola as soon as practicable;
 - (b) if the approval of Port Stevens Council is required in order to install the pergola, provide the strata committee with a copy of a certificate from the Council (or the principal certifying authority) certifying that the installation of the pergola complies with any conditions of any requisite approval of the Council.

Existing Pergolas

6. The owner of a lot in which a pergola is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to sections 141 to 143 of the *Strata Schemes Management Act 2015*, a special privilege and exclusive use right to install and keep the pergola subject to:
 - a. providing to the strata committee the written consent of the owner to this by-law and, in particular, to complying with and being bound by clauses 7 to 10 of this by-law; and
 - b. complying with the provisions of this by-law other than those contained in clauses 2 to 5 of this by-law.

Conditions - Other Rights and Obligations

7. The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the pergola.
8. The installation of the pergola must be undertaken at the cost of the owner and the pergola remains the fixture of the owner.
9. The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the pergola and must keep the pergola in a state of good and serviceable repair and must renew or replace the pergola whenever it becomes worn out, damaged or defaced.
10. If an owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the lot to carry out that work;
 - (c) recover the costs of carrying out that work from the owner and the expenses incurred by the owners corporation in recovering those costs including legal costs on an indemnity basis;

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



**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) **TORRENS TITLE**

For the common property
CP/SP84711

(B) **LODGED BY**

Document
Collection
Box

Name Ashley Howard
Company Kerin Benson Lawyers
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Sydney NSW 2000
E-mail Ashley@kerinbensonlawyers.com.au Contact Number 02 8706 7060
Customer Account Number (IF APPLICABLE) Reference 006070

CODE

CH

- (C) The Owner-Strata Plan No. 84711 certify that a special resolution was passed on 30/1/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law No. 3
Amended by-law No. NOT APPLICABLE
as fully set out below :
Annexure A - pages 17 to 19

- (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. 84711 was affixed on 20.02.2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name :

Authority :

Signature :

Name :

Authority :



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

APPLICANT DETAILS:

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

Reference: 26769

Issue Date: 25/05/2026

PROPERTY DESCRIPTION:

**Unit 9 65 Wahroonga Street RAYMOND TERRACE NSW 2324 Parcel No: 44698
LOT: 9 SP: 84711**

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

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

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

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

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

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 3 Koala habitat protection 2020

Chapter 4 Koala habitat protection 2021

Chapter 2 Vegetation in non-rural areas

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

Development Control Plans

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

Port Stephens Development Control Plan 2025.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

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

Draft Local Environmental Plan

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

Draft Development Control Plan

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

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

a) The identity of the zone –

R2 Low Density Residential

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

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

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

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

a) The identity of the zone –

RU2 Rural Landscape

The land is zoned RU2 Rural Landscape under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Extensive agriculture; Home occupations; Intensive plant agriculture

ITEM 3 - May be carried out with development consent

Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Artisan food and drink industries; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies; Dwelling houses; Eco-tourist facilities; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Function centres; Garden centres; Group homes; Helipads; High technology industries; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Landscaping material supplies; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Secondary dwellings; Tourist and visitor accommodation; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

ITEM 4 - Is prohibited

Backpackers' accommodation; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

c) Additional permitted uses

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

d) Development standards for the erection of a dwelling house

Clause 4.2B in the Port Stephens Local Environmental Plan 2013 includes a development standard that fixes a minimum land dimension for the erection of a dwelling-house. This clause applies to the land. The minimum lot size for the erection of a dwelling-house is identified on the Lot Size Map.

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

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

f) Whether the land is in a conservation area

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

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

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

3. Contributions Plans

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

Port Stephens Local Infrastructure Contributions Plan 2020

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

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

4. Complying Development

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

Housing Code

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

Inland Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Pattern Book Development Code

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

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

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

Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

- (3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

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

5. Exempt development

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

Division 1 General Code

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

Division 2 Advertising and Signage Code

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

Division 3 Temporary Uses and Structures Code

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

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

No

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

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

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

8. Road widening and road realignment

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

9. Flood related development controls information

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

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

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

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

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

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

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

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

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

11. Bush fire prone land

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

Part of the land is identified as bush fire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council. For further information, please contact Council's Duty Officer by telephoning 49880115.

12. Loose-fill asbestos insulation

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

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

13. Mine Subsidence

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

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

14. Paper subdivision information

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

Not applicable.

15. Property vegetation plans

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

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

16. Biodiversity stewardship sites

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

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

Note. Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

17. Biodiversity certified land

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

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

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

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

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

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

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

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

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

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

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a.

Additional matters

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

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

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

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

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries 1300 657 657

APPLICANT'S DETAILS



InfoTrack

65 WAHROONGA

RAYMOND TERRACE NSW

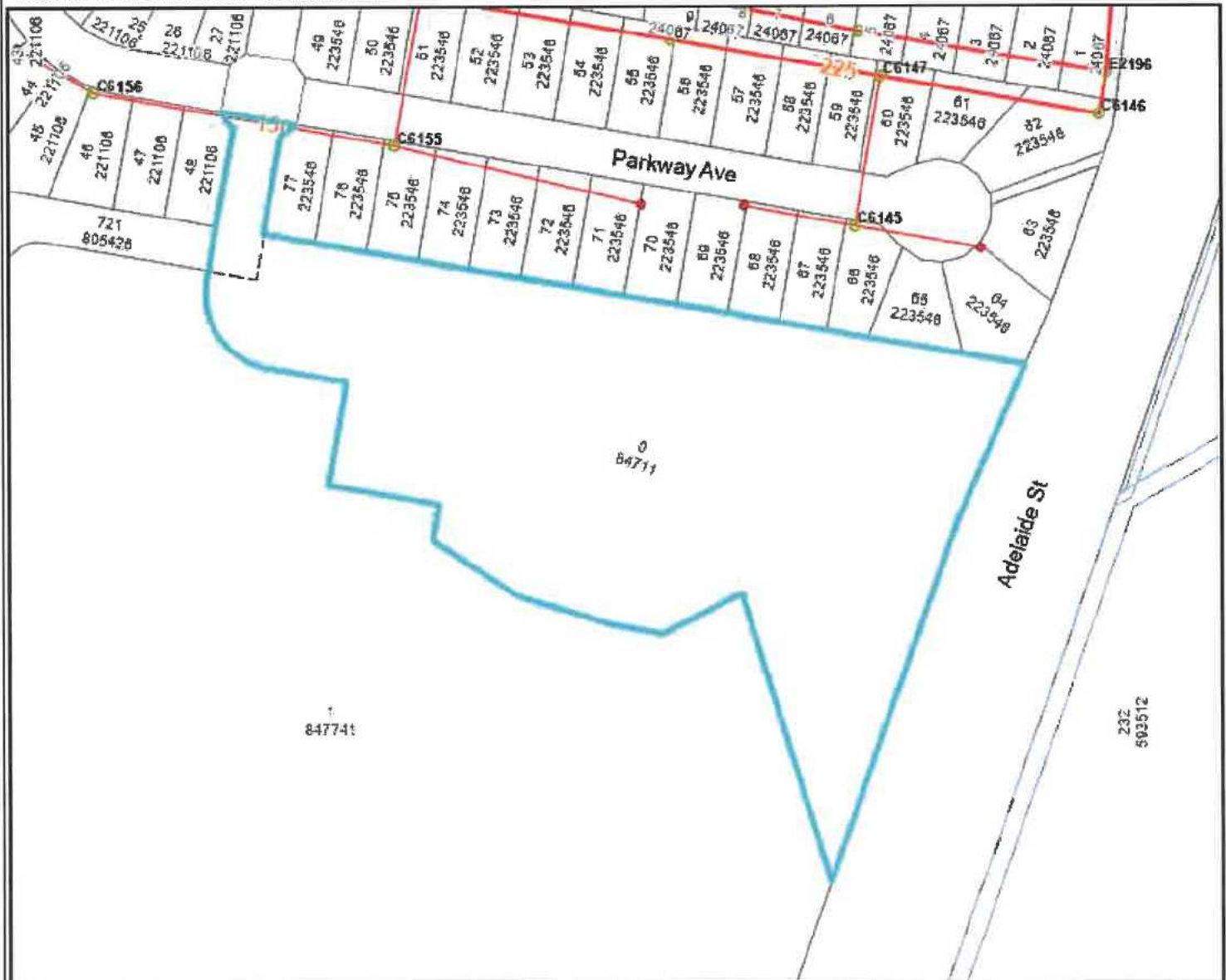
APPLICATION NO.: 2833671

APPLICANT REF: M 26769

RATEABLE PREMISE NO.: 2137610316

PROPERTY ADDRESS: 65 WAHROONGA ST RAYMOND TERRACE 2324

LOT/SECTION/DP:SP: CP//SP84711



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

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

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

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

Date: 25/05/2022

Scale at A4: 1:2,000

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UTILITY DATA
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