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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:	
vendor's agent	**Stone Real Estate Hunter Valley** **Email: mattclarkson@stonerealestate.com.au**	**Phone:** **Ref:**	**02 4089 1122** **Matthew Clarkson**
co-agent			
vendor	**Holly Beth Schwebel and Billy James McIntosh** **2/10 Rawmarsh Street, Farley NSW 2320**		
vendor's solicitor	**All About Conveyancing** **45 Manning Street, Taree NSW 2430** **PO BOX 1370, Taree NSW 2430** **Email: janelle@allabout.net.au**	**Phone:** **Fax:** **Ref:**	**6557 7003** **6557 8948** **JC:NR:34196**
date for completion	**42nd day after the contract date** (clause 15)		
land (address, plan details and title reference)	**Unit 11, 270 Wollombi Road, Bellbird Heights NSW 2325** **Lot 11 in Strata Plan 84336** **Folio Identifier 11/SP84336**		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☐ HOUSE ☒ garage ☒ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	documents in the List of Documents as marked or numbered: other documents:		

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

inclusions	☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: Plantation Shutters		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$**_____	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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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 exception, in the space below):

Tax information (the *parties* promise this is correct as far as each *party* is aware)

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

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

(GST residential withholding payment) 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):

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List of Documents

General

- ☒ 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 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 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 *clearance certificate*
- ☐ 24 land tax certificate

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

Strata or community title (clause 23 of the contract)

- ☒ 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 off the plan contract

Other

- ☐ 61

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

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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.

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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.

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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	Local Council
County Council	Local Land Services
Department of Education	NSW Fair Trading
Department of Planning, Housing and Infrastructure	NSW Public Works
Department of Primary Industries and Regional Development	Owner of adjoining land
Electricity, gas and telecommunications	Privacy
Homes NSW	Subsidence Advisory NSW
	Transport agencies
	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. 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.

NSW

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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 –

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

SAMPLE

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

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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*.

NSW

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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*.

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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.

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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.

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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).

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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.

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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.

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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.

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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 earnt 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.

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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.

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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.

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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.

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PROPERTY: Unit 11, 270 Wollombi Road, Bellbird Heights NSW 2325
VENDOR: Holly Beth Schwebel and Billy James McIntosh

ADDITIONAL PROVISIONS

The terms of the printed Contract to which these additional provisions are annexed shall be read subject to the following:

a. If there is a conflict between these additional conditions and the printed Contract, then these additional provisions shall prevail.
b. In the interpretation of this document words importing the singular number or plural number shall include the plural number and singular number respectively, and words importing any gender shall include any other gender.
c. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

33. The Purchaser acknowledges that the provisions of this Contract shall constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract.

34. The following clauses shall be amended or clarified as shown:

a) Clause 7.1.1 is amended by replacing “5%” with “$500.00”

b) Clause 18 is amended by adding the following:

“18.8 The Purchaser shall not be entitled to make any objection, requisition, claim for compensation or to rescind this contract under any other condition or clause written or implied by this contract.”

c) Clause 25.1.1 is amended by deleting the word ‘limited.’

35. The purchaser warrants that he has not been introduced to the property other than by the vendor’s agent specified on the front page of this Contract. The purchaser indemnifies the Vendor against any claim for commission or costs made by any other agent or person in respect to this sale, which arises from a breach of the purchaser’s warranty. This clause shall not merge on completion.

36. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, then:

a) the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) interest per annum on the balance of purchase money, computed at a daily rate from the day immediately after the completion date to the date on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor’s loss of interest for the purchase money and any incidental expenses incurred other than rates and taxes, AND

b) The purchaser shall pay by way of settlement adjustment, an allowance to the Vendor in the sum of $330.00 such sum deemed to be the reasonable legal costs incurred by the Vendor in rescheduling the settlement and such adjustment will be made once only.

37. In the event that the Vendor is proposing to purchase another property and requires the deposit referred to in the front page of this Contract to be released, then the purchaser hereby authorises the release of such deposit provided that the deposit is to be placed in the Trust Account of the Real Estate Agent or vendors Licensed Conveyancer or Solicitor in such subsequent purchase.

38. Should the deposit payable under this Contract be held in All About Conveyancing, a Real Estate Agents or Solicitors trust account on behalf of the Purchaser, then the parties agree that the deposit funds held are to be released to All About Conveyancing and loaded to the PEXA workspace (if required) and disbursed as the Vendor instructs on settlement. No further authority is required from the Purchaser for the abovementioned funds to be released on settlement.

39. In the event ,the Vendor has agreed to accept payment of the deposit by instalments, the Vendor will accept the deposit as follows:

    a) the sum being equal to 5% of the purchase price, on the date of this contact,

    b) the further sum being equal to 5%, representing the balance of the full 10% deposit, on the date that this contract is at an end through either completion or termination.

40. If the Purchaser or Vendor or any one or more of them shall:

    a) die

    b) become mentally incapacitated, or

    c) Assign his estate for the benefit of his creditors, or, being a company, go into liquidation;

    prior to completion of this contract, then either party may by notice in writing to the other party's solicitor or licensed conveyancer rescind this contract whereupon the provisions of this contract as to rescission shall apply.

41. In the event that the property has a tenant at the date of this contract, then the Vendor makes no warranty as to tenant's fixtures and fittings (if any). If applicable, the Purchaser acknowledges that the tenant may have rights at law regarding fixtures and fittings and the Purchaser will make no requisition or claim, nor delay settlement relating to the rights of the tenant. The Purchaser should make its own enquiries in this regard.

42. The Parties agree that should the Vendor allow the purchaser to occupy the property prior to completion and no rental fee is agreed in writing, then the amount shall be 0.1% of the purchase price herein per week until completion and should completion not be effected in accordance with the completion date then this amount shall be increased to 0.2% of the price herein.

43. Subject to the provisions of Part 4, Division 7 of the Conveyancing Act 1919, the Purchaser purchases the property, its improvements and inclusions in their present condition and state of repair and cannot require the Vendor to carry out any works on the land or to its improvements and inclusions.

44. <u>Extension(s) to Cooling-off Period</u>

    If a cooling-off period applies to this Contract then on request for an extension and each subsequent occasion that the purchaser requests an extension thereof and the request is granted by the vendor, the purchaser must on completion pay a further sum of $220.00 inclusive of GST for the vendor's additional legal costs associated with dealing with the

purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the vendor's actual costs. The payment of this fee is an essential term of this Contract.

45. Execution of contract

a) This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument,

b) For the purposes of the Electronic Transactions Act *2000*, each of the parties consents to send and receive the executed counterparts by email,

c) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract,

d) The Vendor and Purchaser acknowledge that the electronic version of this contract sent by email and signed by the respective party will be a true and original version of the contract and no other version will be provided unless agreed otherwise in writing by the parties.

REQUISITIONS ON TITLE

From: Date:

To: All About Conveyancing

Re: Proposed Sale of Unit 11, 270 Wollombi Road, Bellbird Heights

Capacity

1. Is the Vendor (or if there is more than one vendor, any of them), under any incapacity when entering into this transaction or subsequently which would effect completion of this transaction ?
2. Is the Vendor aware of any contemplated or current legal proceedings which might or will effect the property?
3. Is the Vendor aware of any unsatisfied judgments, orders or writs of execution which effect the property or bind the Vendor ?
4. Has any order been made or has the Vendor received notice of an application for order under the Guardianship of Infants Act, *1916* or under the Succession Act, *2006* ?

Possession & Tenancies

5. Is anyone in adverse possession of the property or any part of it ?
6. Existing tenancy:
   a. Is there any tenancy other than that disclosed in the contract ?
   b. Have any details regarding tenancy changed from that disclosed in the contract ?
   c. Have there been any breaches and if any are existing, please describe them ?
   d. Any outstanding rent at the date of completion will remain the responsibility of the vendor.
   e. Please provide details of any bond, together with the rental bond board's reference number.
   f. Who will provide the appropriate transfer documentation, regarding rental bond on completion?
7. Is the property affected by a protected tenancy ?
8. If the tenancy is subject to the Residential Tenancies Act *2010*:
   a. Has either the vendor or a 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

9. Are any of 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.

Land Tax

10. 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 value of the land for land tax purposes for the current year ?

Survey

11. 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.

Buildings

12. Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act *1979* and their regulations been complied with ?
13. Is there any matter that could justify the making of an upgrading or a demolition order in respect of any building or structure ?
14. Has the Vendor a Building Certificate which relates to all current buildings or structures ? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. Has the Vendor a final Occupation Certificate issued under the Environmental Planning and Assessment Act *1979* for all current building and structures ? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of any structural building work carried out the last 7 years:
    a. Please identify the works carried out.

b. When was the building work completed ?
c. Please state the builders name and license number
d. Please provide details of insurance under the Home Building Act *1989*

17. Has the Vendor (or any predecessor) entered into any agreement with or granted any indemnity to the council or any authority concerning any development on the property ?
18. If there is a swimming pool on the property:
    a. When did construction of the swimming pool commence ?
    b. Is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act *1992* ?
    c. Please provide details of approval of the swimming pool under the Local Government Act *1993*.
    d. Are there any outstanding notices or orders in relation to the swimming pool ?

Fences & Party Walls

19. To whom do the boundary fences belong ?
20. Are there any party walls ? If so, please specify the rights that exist in relation to each party wall and produce any agreements held. The benefit of any such agreements must be transferred to the Purchaser on completion.
21. Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls ?
22. Has the Vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act *1922* ?

Affectations

23. Is the Vendor aware of any rights, licenses easements, covenants, or restrictions as to use other than that disclosed in the contract ?
24. Is the vendor aware of:
    a. Any road, drain, sewer or storm water channel which intersects or runs through the land ?
    b. Any dedication to or use of any right of way or other easement over any part of the land ?
    c. Any latent defects in the property ?
25. Has the vendor any notice or knowledge that the land is affected by any of the following:
    a. Any resumption or acquisition or proposed resumption or acquisition ?
    b. Any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining the property? If so, such notice must be complied with prior to completion.
    c. Any work done or intended to be done on the property or the adjacent street, which may create a charge on the property or the cost of which might become recoverable from the registered proprietor ?
    d. Any sum due to any local or public authority ? If so, it must be paid prior to completion.
    e. Any realignment or proposed realignment of any road adjoining the property ?
    f. Any contamination ?
26. Do any connections for water, sewerage, drainage, electricity, gas or telephone pass through any adjoining land or do any such connections for the adjoining land pass over the property ?
27. Has any claim been made by any person to close, obstruct, or limit access to or from the property or to an easement over any part of the property ?

Trustee or Power of Attorney

28. If the Vendor is a Trustee, evidence must be produced to establish the Trustee's Power of Sale.
29. If the Transfer is to be executed pursuant to a Power of Attorney, then at least 7 days before completion a copy of the registered Power of Attorney should be provided to the Purchaser.

General

30. Unless advised by you to the contrary, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

ADDITIONAL STRATA REQUISITIONS ON TITLE

Notices

31. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council or any other authority or any other individual ? If so, has the notice or order yet been complied with ?
32. Has the Vendor received any notice from the owner's corporation other than levy notices ?

Common Property

33. Has the owners corporation or the owner of any lot taken any action in relation to the common property ?
34. Has the owners corporation granted any licence in relation to the common property ?

By-laws

35. Has the owners corporation resolved to make any changes to the statutory by-laws ? If so, please give details.
36. Has the Vendor complied with all by-laws applicable in the strata scheme ? If so, please give details.

Fire Safety

37. Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building ? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulations require ?
38. Does the owners corporation submit to the local council an annual fire safety statement and forward a copy to the NSW Fire Brigade ?

Occupational Health & Safety

39. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations ?

Sundry

40. Has the "initial period" expired ?
41. Are there any noise problems arising from occupation of the units in the building ? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 of the Act ? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lot ?
42. Is the Vendor under any legal obligation to contribute to any works that may have been carried out on the common property or any adjoining land ? If so, please give details.

ABN 16 673 799 844 - 221 Victoria Street, TAREE NSW 2430 Also at…GLOUCESTER and HUNTER VALLEY
CPC – Certified Practising Conveyancers – Proprietor: Ken Bourke, License No 1257550

Title Search

Fynd | LRS

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/SP84336

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	12:17 PM	5	17/7/2024

LAND

LOT 11 IN STRATA PLAN 84336
AT BELLBIRD
LOCAL GOVERNMENT AREA CESSNOCK

FIRST SCHEDULE

HOLLY BETH SCHWEBEL
BILLY JAMES MCINTOSH
AS JOINT TENANTS (T AU252853)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP84336
2 AU252854 MORTGAGE TO MAITLAND MUTUAL LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

enquiries@allabout.net.au PRINTED ON 5/11/2026

**Asterisked entries do not appear on the former Certificate of Title (abolished in 2021) or on the Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Fynd Pty Ltd - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) if the Real Property Act 1900. Note: Information contained in this document is provided by Fynd Pty Ltd (ABN: 73 642 504 238), https://fynd.info an approved NSW Land Registry Services Information Broker.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84336

SEARCH DATE	TIME	EDITION NO	DATE
5/11/2026	12:23 PM	4	27/6/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 84336
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BELLBIRD
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF CESSNOCK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP84336

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 84336
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- CSTM NEWCASTLE
1/22 PORTSIDE CRESCENT
WICKHAM 2293

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 C153092 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN VOL 4561 FOL 226
3 SP84336 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 SP84336 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 SP84336 RESTRICTION(S) ON THE USE OF LAND
6 SP84336 POSITIVE COVENANT
7 AP519905 INITIAL PERIOD EXPIRED
8 AU187888 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 390)

STRATA PLAN 84336

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

END OF PAGE 1 - CONTINUED OVER

**Asterisked entries do not appear on the former Certificate of Title (abolished in 2021) or on the Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

Fynd Pty Ltd - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) if the Real Property Act 1900. Note: Information contained in this document is provided by Fynd Pty Ltd (ABN: 73 642 504 238), https://fynd.info an approved NSW Land Registry Services Information Broker.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP84336 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 390) (CONTINUED)

STRATA PLAN 84336

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

enquiries@allabout.net.au PRINTED ON 5/11/2026

**Asterisked entries do not appear on the former Certificate of Title (abolished in 2021) or on the Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 12 sheets

A~ DENOTES EASEMENT FOR DRAINAGE OF WATER 3 WIDE



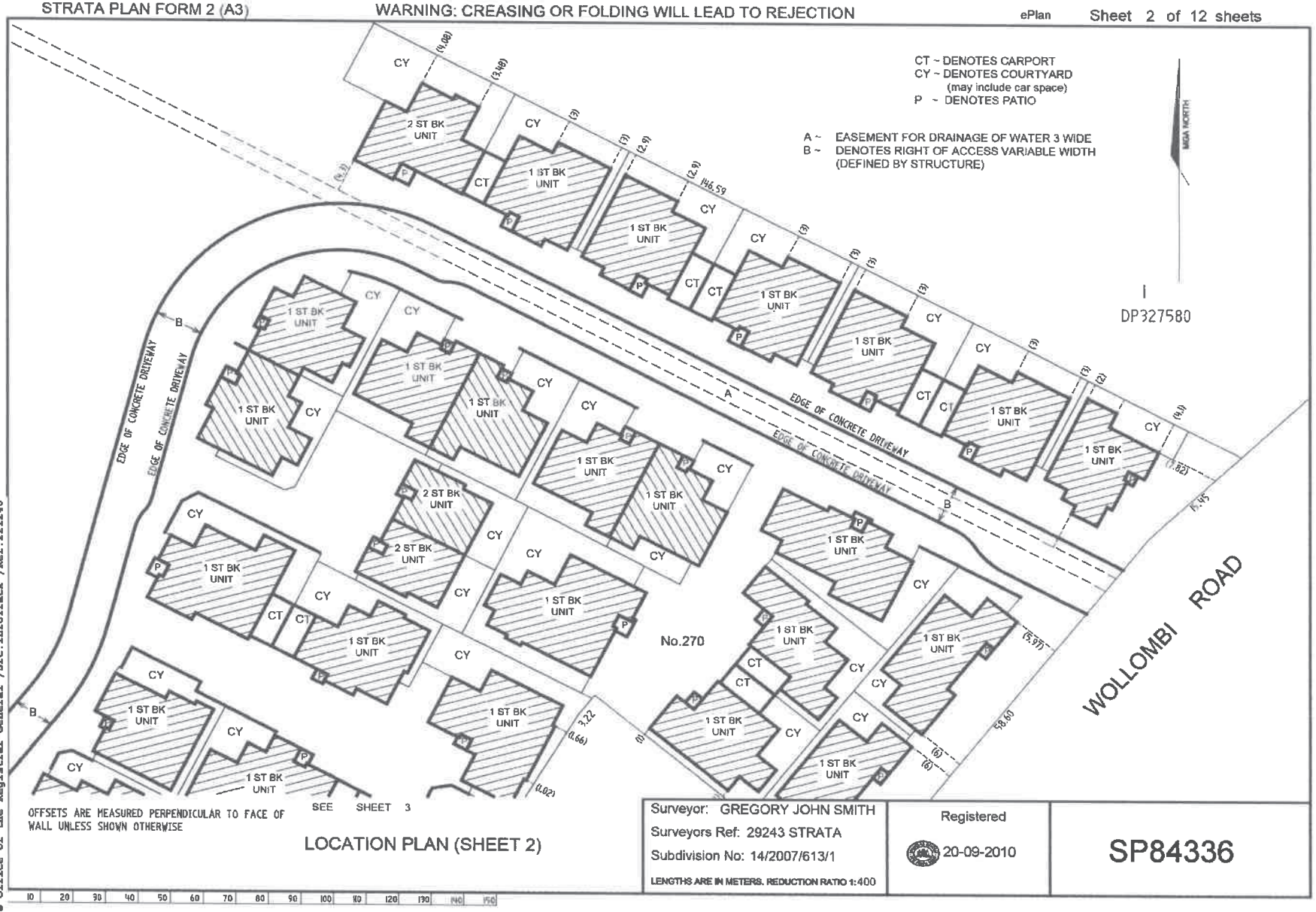
LOCATION PLAN

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1: 900	Registered 20-09-2010	SP84336 (E)

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

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:1 of 15
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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 12 sheets



OFFSETS ARE MEASURED PERPENDICULAR TO FACE OF WALL UNLESS SHOWN OTHERWISE

LOCATION PLAN (SHEET 2)

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:400	Registered 20-09-2010	SP84336

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:2 of 15
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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 3 of 12 sheets



LOCATION PLAN (SHEET 3)

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1: 400	Registered 20-09-2010	SP84336

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GROUND FLOOR

CT ~ DENOTES CARPORT
CY ~ DENOTES COURTYARD (may include car space)
P ~ DENOTES PATIO

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS, RAILINGS, DECORATIVE & PRIVACY SCREENS & ALL FIXED STRUCTURES ARE 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 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 HARDSTAND 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

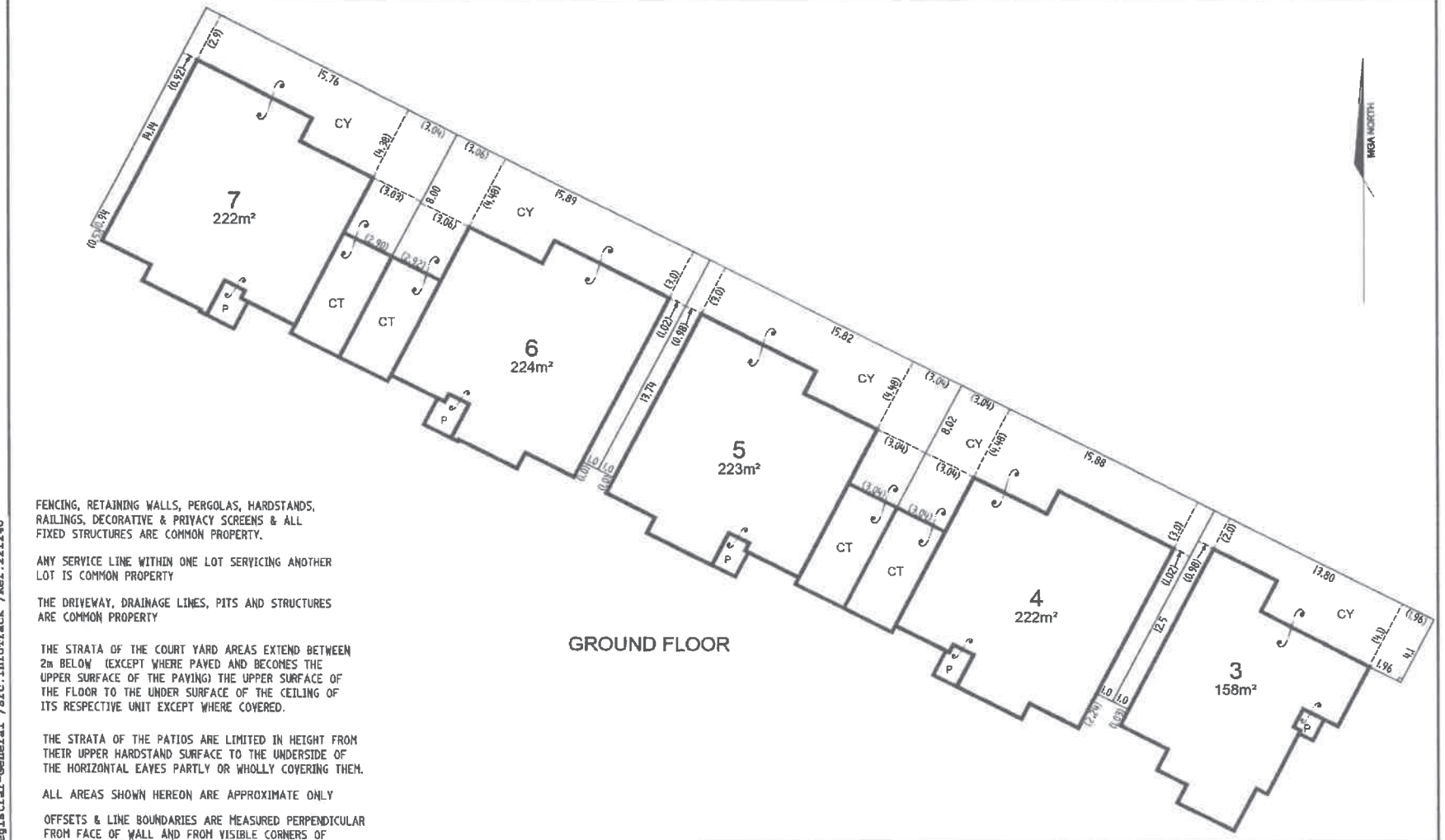
THE STRATA OF THE CARPORTS ARE LIMITED IN HEIGHT FROM THEIR UPPER HARDSTAND SURFACE TO THE UNDERSIDE OF THE ROOF COVERING THEM.

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

AREAS OF LOTS 11 AND 12 AMENDED VIDE 2010/1501 29.9.2010

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:4 of 15
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Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:5 of 15
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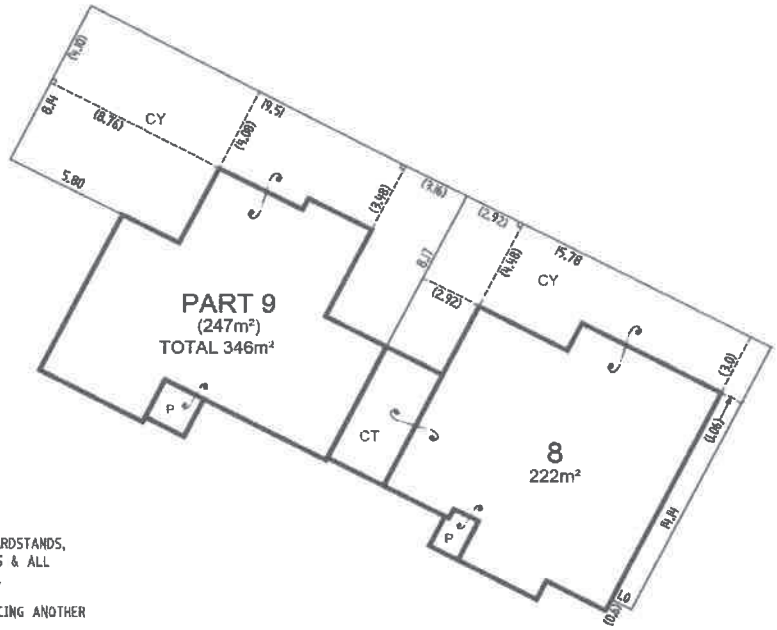
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CT ~ DENOTES CARPORT
CY ~ DENOTES COURTYARD (may include car space)
P ~ DENOTES PATIO

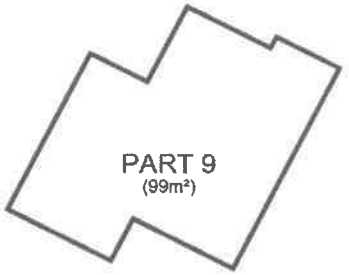
Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

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Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:6 of 15
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GROUND FLOOR



FIRST FLOOR



FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS, RAILINGS, DECORATIVE & PRIVACY SCREENS & ALL FIXED STRUCTURES ARE COMMON PROPERTY.

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CY ~ DENOTES COURTYARD
P ~ DENOTES PATIO
CT ~ DENOTES CARPORT

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

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

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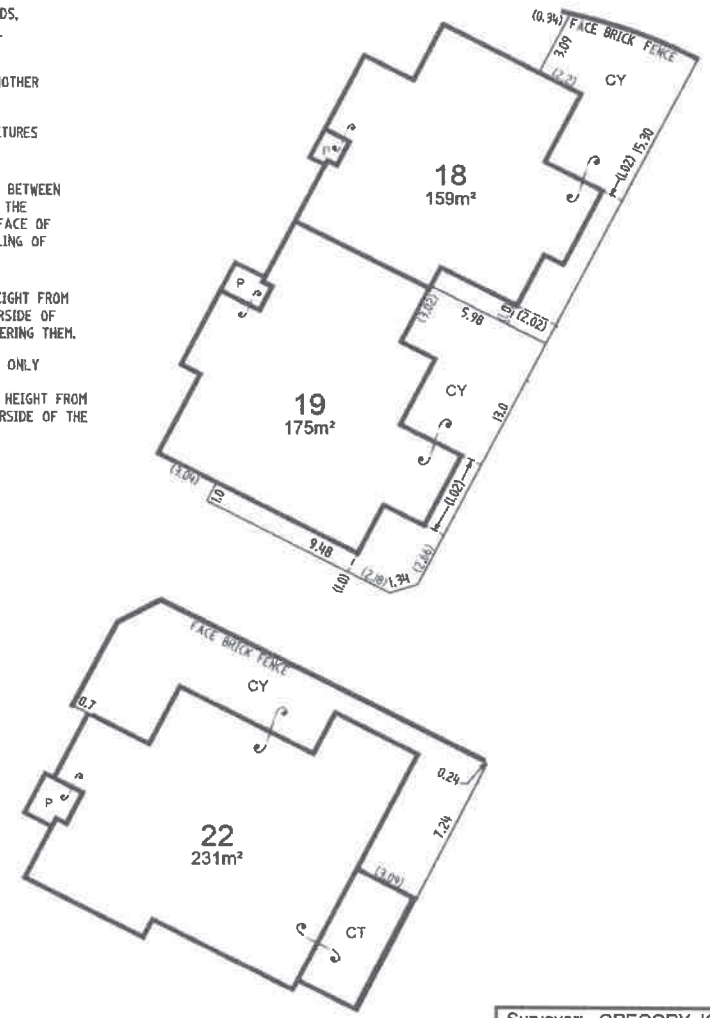
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MGA NORTH

CT ~ DENOTES CARPORT
CY ~ DENOTES COURTYARD (may include car space)
P ~ DENOTES PATIO

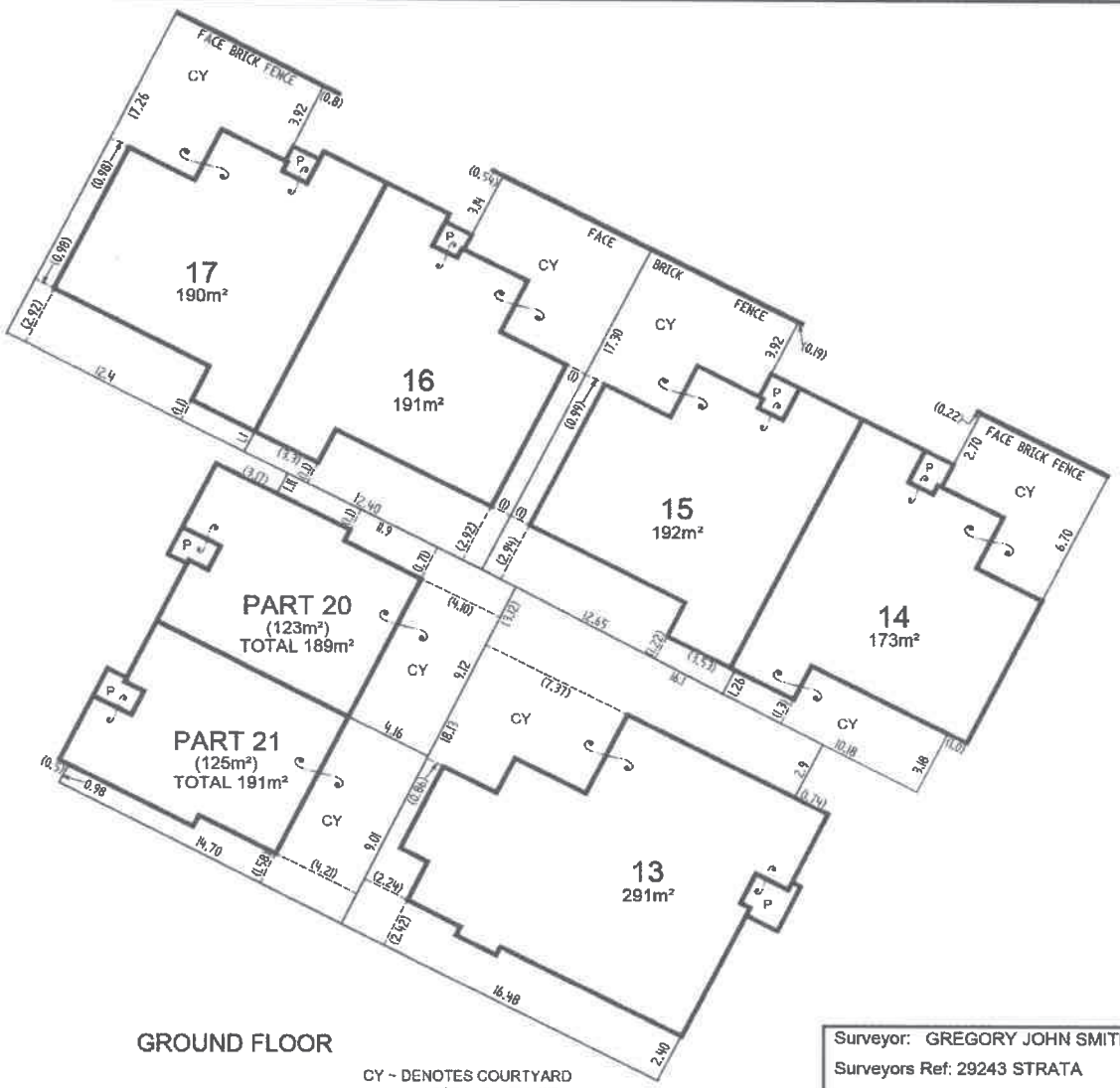
GROUND FLOOR

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 8 of 12 sheets



GROUND FLOOR

CY ~ DENOTES COURTYARD
(may include car space)
P ~ DENOTES PATIO
B ~ DENOTES BALCONY

FENCING, RETAINING WALLS, PERGOLAS, HARDSTANDS, RAILINGS, DECORATIVE & PRIVACY SCREENS & ALL FIXED STRUCTURES ARE COMMON PROPERTY.

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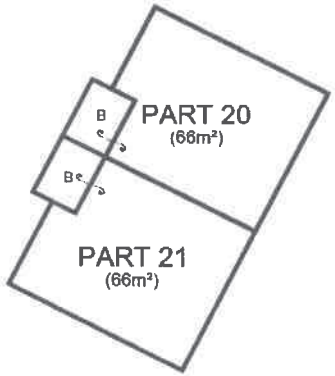
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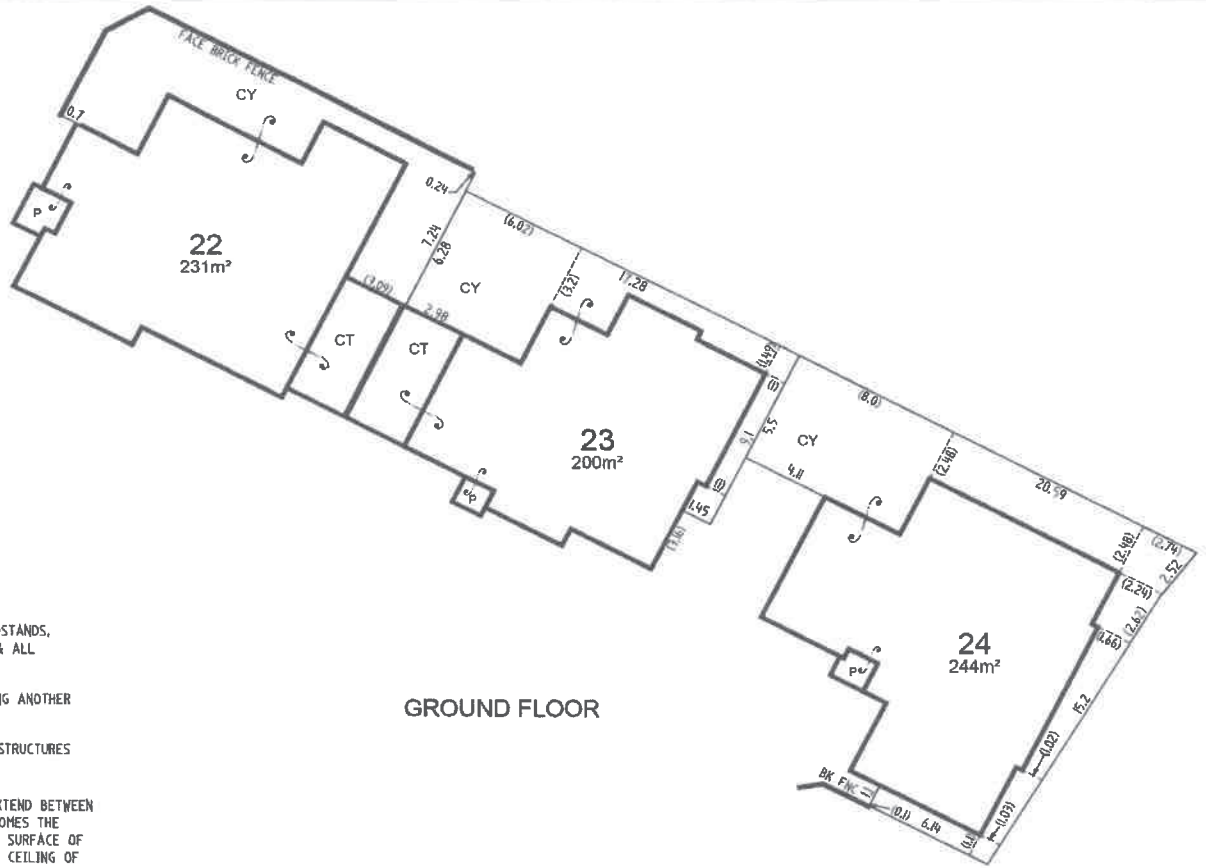


FIRST FLOOR

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:8 of 15
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Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:9 of 15
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GROUND FLOOR

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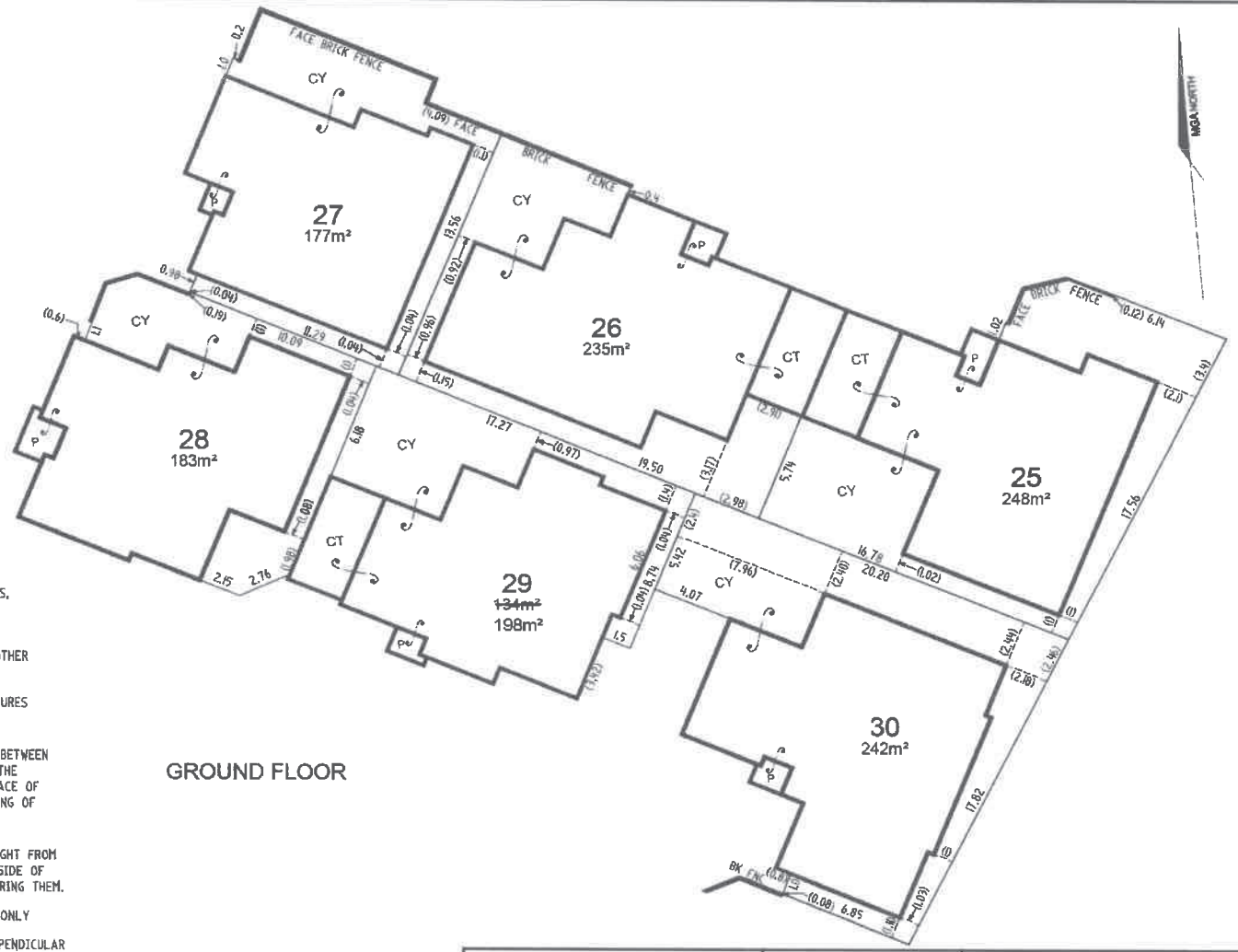
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CT ~ DENOTES CARPORT
CY ~ DENOTES COURTYARD (may include car space)
P ~ DENOTES PATIO

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

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

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 10 of 12 sheets



GROUND FLOOR

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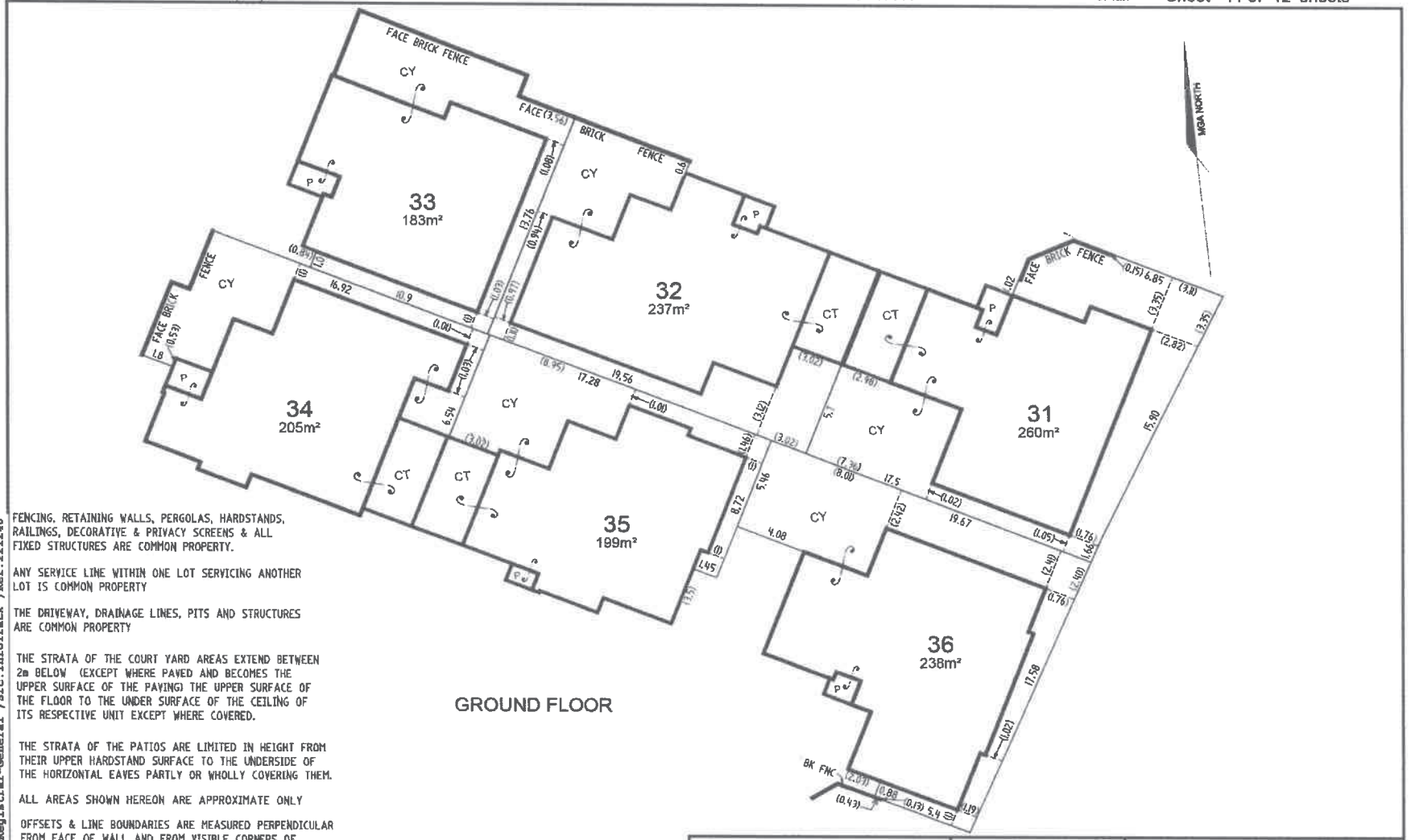
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Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

AREA OF LOT 29 AMENDED VIDE 2010/1501 29.9.2010

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:10 of 15
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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 11 of 12 sheets



GROUND FLOOR

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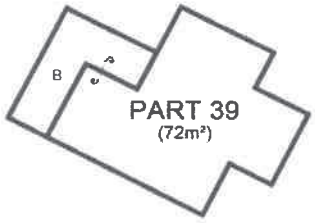
CT ~ DENOTES CARPORT
CY ~ DENOTES COURTYARD (may include car space)
P ~ DENOTES PATIO

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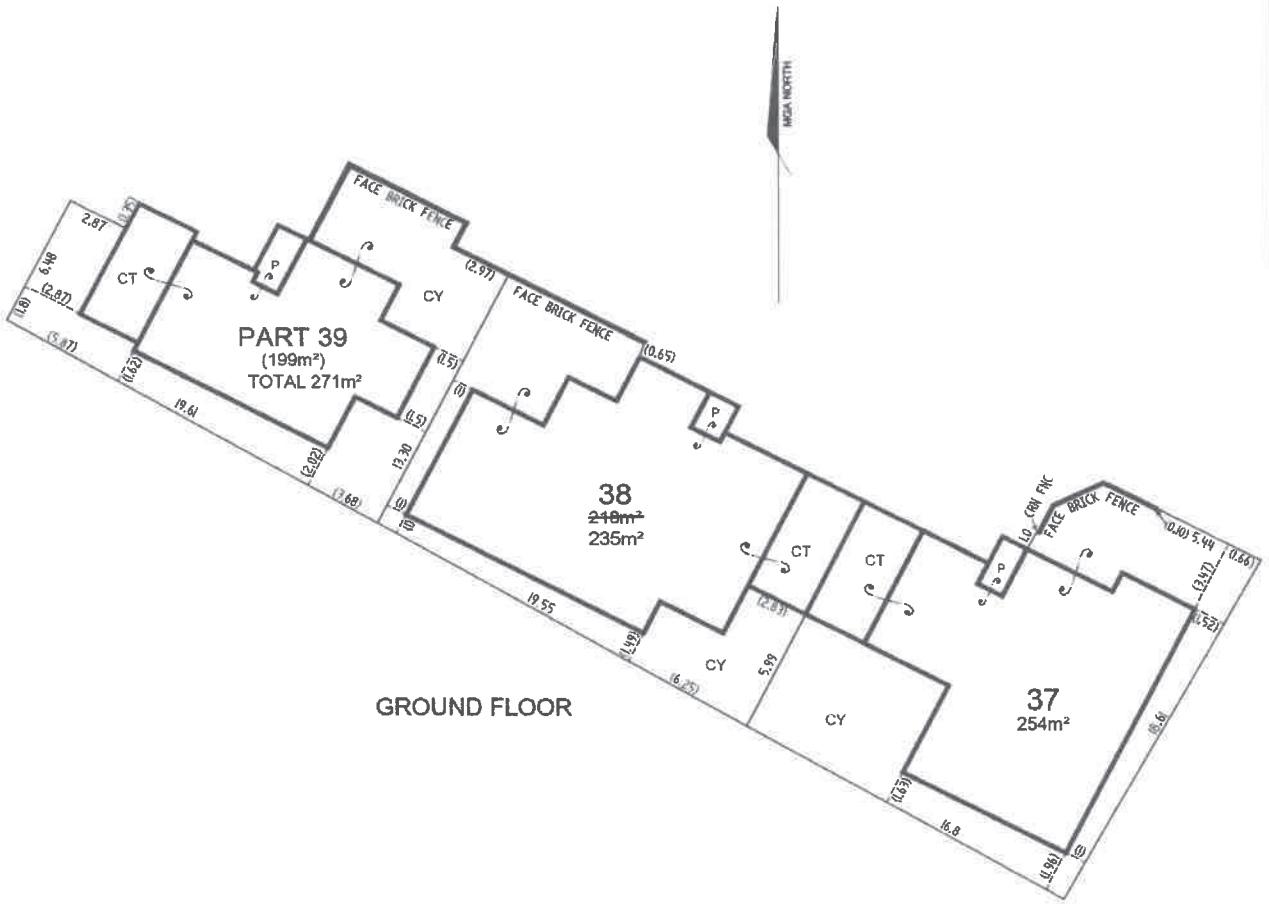
Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:11 of 15
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FIRST FLOOR



GROUND FLOOR

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CY ~ DENOTES COURTYARD (may include car space)
P ~ DENOTES PATIO
B ~ DENOTES BALCONY

Surveyor: GREGORY JOHN SMITH Surveyors Ref: 29243 STRATA Subdivision No: 14/2007/613/1 LENGTHS ARE IN METERS. REDUCTION RATIO 1:200	Registered 20-09-2010	SP84336

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

AREA OF LOT 38 AMENDED VIDE 2010/1501 29.9.2010

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ePlan

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 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 84336
No.270 Wollombi Road, Bellbird NSW 2325

* SP84336

Registered: 20-09-2010

Purpose: STRATA PLAN

PLAN OF
SUBDIVISION OF LOT 2 D.P. 1011544

* OFFICE USE ONLY

*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

* *Name of Council/*~~*Accredited Certifier*~~*...CESSNOCK CITY COUNCIL* being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 ~~or * Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* strata plan/~~* strata plan of subdivision~~

illustrated in the annexure to this certificate.

* 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.

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

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

.....

~~* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.~~

~~* This approval is given on the condition that the use of lot (s)..... .....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 3 SEPTEMBER 2010

Subdivision No. 14/2007/613/1

Accreditation No. –

Relevant Development Consent No. 8/2007/613/1

Issued by CESSNOCK CITY COUNCIL

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

* Complete or delete if applicable.

LGA: **CESSNOCK**

Locality: **BELLBIRD**

Parish: **CESSNOCK**

County: **NORTHUMBERLAND**

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 AUGUST, 2010**

* Delete if inapplicable
\+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: ***29243 STRATA***

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

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:14 of 15
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STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

PLAN OF
SUBDIVISION OF LOT 2 DP 1011544

* SP84336

* Registered: 20-09-2010

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 14/2007/613/1 Date: 3 SEPTEMBER 2010

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	10	14	10	27	10
2	10	15	10	28	10
3	10	16	10	29	10
4	10	17	10	30	10
5	10	18	10	31	10
6	10	19	10	32	10
7	10	20	10	33	10
8	10	21	10	34	10
9	10	22	10	35	10
10	10	23	10	36	10
11	10	24	10	37	10
12	10	25	10	38	10
13	10	26	10	39	10
				TOTAL	390

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)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. **EASEMENT FOR DRAINAGE OF WATER 3 WIDE**
2. **RIGHT OF ACCESS VARIABLE WIDTH**
3. **RESTRICTION ON THE USE OF LAND**
4. **POSITIVE COVENANT**

SURVEYOR'S REFERENCE: 29243 STRATA

Req:R602299 /Doc:SP 0084336 P /Rev:29-Sep-2010 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:15 of 15
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STRATA PLAN FORM 3 (Part 2) **WARNING: Creasing or folding will lead to rejection** ePlan

STRATA PLAN ADMINISTRATION SHEET

PLAN OF
SUBDIVISION OF LOT 2 DP 1011544

* SP84336

* **Registered:** 20-09-2010

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 14/2007/613/1 Date: 3 SEPTEMBER, 2010

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: TIGHT 3 (THREE)

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: 29243 STRATA

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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919 AND SECTION7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Plan: SP84336

Subdivision covered by Strata Subdivision Certificate No. 14/2007/613/1 dated 3 SEPTEMBER, 2010 of Lot 2 D.P. 1011544

Full name and address of proprietors of the land.

THOMAS PAUL CONSTRUCTIONS PTY LIMITED
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 drainage of water 3 wide	Common Property	Cessnock City Council
2	Right of access variable width	Common Property	Cessnock City Council
3	Restriction on the use of land	Common Property	Cessnock City Council
4	Positive Covenant	Common Property	Cessnock City Council

PART 2 (Terms)

Terms of Restriction on the use of land thirdly referred to in the plan.

(a) No building(s) will be permitted to be erected or remain erected within the area of inundation of the 100 year Average Recurrence Interval (ARI) flood determined by Council's Draft Lavender Bellbird Creek Flood Study 2005 by Patterson Britton and Partners.

(b) The floor level of all habitable buildings shall be 500mm above the 100 year Average Recurrence Interval (ARI) flood level.

Terms of Positive Covenant referred to in the plan.

(a) The Owners Corporation covenants with Cessnock City Council to at all times and at their cost to maintain, repair and keep the on-site stormwater detention facilities in a good and safe condition and state of repair in accordance with the approved design to the reasonable satisfaction at all times of the said Council having due regard to the current Drainage Plan of Management Reference 0960 as amended and prepared by ACM Landmark Pty Limited for the operation and maintenance of the on-site stormwater detention facilities in accordance with Condition 51 of Notice of Determination of Development Application Number 8/2007/613/1.

(b) All liability arising from the above clause (a) shall be solely with the Owners Corporation.

The name of the person or authority whose consent is required to release vary or modify the easement and right restriction and covenant referred to in the plan is Cessnock City Council.

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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919 AND SECTION7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Plan: SP84336

Subdivision covered by Strata Subdivision Certificate No. 14/2007/613/1 dated 3 SEPTEMBER, 2010 of Lot 2 D.P. 1011544

PART 2 (Continued)

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)

J. Tupper

AUTHORISED OFFICER

CESSNOCK CITY COUNCIL

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: TEK 1 (ATTNEE)

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 20-09-2010

Req:R602301 /Doc:DL C153092 /Rev:17-Mar-1997 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:1 of 2
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REGISTRAR-GENERAL NEW SOUTH WALES

TEN SHILLINGS

DULY STAMPED

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT)

Endorsement ... DEC 1935

Certificate ... 1-150

C153092

R28152 E, PERCY ALFRED J[illegible]28134E ng Retired Grazier and LESLIE GEORGE CRUCKSHANK of Wee Waa Grazier (herein called transferror)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE THOUSAND ONE HUNDRED AND EIGHTY SEVEN POUNDS FOURTEEN SHILLINGS AND THREEPENCE (£1187:14:3) (the receipt whereof is hereby acknowledged) paid to us by

WALTER ARNOLD VILE of Cessnock Dairyman

(herein called transferree)

do hereby transfer to the said transferree
ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Northumberland	Cessnock	part	4454	181

BEING the land shown in the plan annexed hereto and thereon edged red, Excepting and reserving full right and liberty for the Transferrors as registered proprietors of the land comprised in the said Certificate of Title their agents and servants and all other persons authorised by them or any of them from time to time and at all times thereafter And the transferree covenants with the transferrors and for all purposes at their will and pleasure to pass and repass with and without horses and other animals carts carriages motor cars and other vehicles laden and unladen over and along the right of way running along and inside part of the northern boundary of the said land as shown on the said plan such right of way to be used and enjoyed by the Transferrors their heirs and assigns in common with the Transferree his heirs and assigns. It is hereby declared that the land to which the said right of way is intended to be appurtenant is the residue of the land comprised in the said Certificate of Title and the land which is subject to the burden of such right of way is the land hereby transferred and the Transferrors are the persons who have the right to release vary or modify the said easements or by whose consent the said easements may be released varied or modified.
TOGETHER WITH (by way of grant) the full benefit and use of the right of way reserved in Transfer No.084943 to Ida Ellen Bailey along the Northern boundary of the land comprised therein.

ENCUMBRANCES, &c., REFERRED TO.

Reservation of minerals and conditions as contained in said Certificate of Title.
Grants of rights of way as contained in Deed Registered Book 590 No.85 and Transfer No.3490123.

Signed at Cessnock the twenty third day of November 1932

Signed in my presence by the transferror PERCY ALFRED JONES
WHO IS PERSONALLY KNOWN TO ME
[signature]

P. A. Jones
Transferror

PLAN REFILED IN PLAN ROOM AS F.P. 184190

Signed in my presence by the Transferror LESLIE GEORGE CRUCKSHANK who is personally known to me
[signature]

L. G. Cruckshank

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

Signed in my presence by the transferree
WHO IS PERSONALLY KNOWN TO ME
[signature]

Walter A. Vile
Transferree.

---

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

Must not be disclosed in transfer)

If a less estate, strike out "in fee simple" and insert the required alteration.

If to two or more, state whether as joint tenants or, tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate of title registered Vol. Fol. " Where the consent of a local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919. Here also the may be set forth any right, easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

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No. C153092

LODGED BY THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. 445/187 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this
day of 192 .
Signed in my presence by
who is personally known to me.

} Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[1]

Signed at the day of 192 .

Signed at the place and on the date above-mentioned, in the presence of—

[1] This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trust (War Facilities) Act, 1917.

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

FORM OF DECLARATION BY ATTESTING WITNESS.[2]

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

27 JAN 1933

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

MEMORANDUM OF TRANSFER of

91 Acres 1 roods 15 perches,
part of Portion 226

Shire Municipality Kiandra
Parish Kiandra County Northumberland

William Ernest Vile Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'ge, etc.

Particulars entered in Register Book, Vol. 4561 Fol. 81

the 25th day of January 1933
at minutes 12 o'clock noon.

Registrar General.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...		
Received from Records		
Draft written ...		
Draft examined ...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Dept. of Engrossers		
Cancellation Clerk		

Vol. 4561 Fol. 226

Diagram Fees ...
Additional Folios ...

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £2 2s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

M 140

Req:R602302 /Doc:DL AP519905 /Rev:10-Sep-2019 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:1 of 11
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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 201
Real Property Act 1900

AP519905F

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/SP84336

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
30P	KANE'S REGISTERATION SERVICES PTY LTD LLPN - 123818 G Reference: CSTM NEWCASTLE - 84336	CH

(C) The Owners-Strata Plan No. 84336 certify that a special resolution was passed on 16/8/2019

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

(E) Repealed by-law No. BY-LAW 7 & BY-LAW 10

Added by-law No. BY-LAW 7, BY-LAW 10 & BY-LAW 23

Amended by-law No. BY-LAW 2, BY-LAW 16 & BY-LAW 17

as fully set out below:

ANNEXURE 'A' - BY-LAW 23 INSTALLATION OF SOLAR PANELS
ANNEXURE 'B' - CONSOLIDATED BY-LAWS

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B

(G) The seal of The Owners-Strata Plan No. 84336 was affixed on 27/8/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: H. Sheehan

Name: HANNAH SHEEHAN

Authority: STRATA MANAGER

Signature:

Name:

Authority:

THE OWNERS - STRATA PLAN No. 84336 Common Seal

HS.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

OFF (SH), ON (CI),

Req:R602302 /Doc:DL AP519905 /Rev:10-Sep-2019 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:2 of 11
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Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 84336 was affixed on ^ 27/08/2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: H Sheehan Name: Hannah Sheehan Authority: Strata Manager

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

^ Insert appropriate date
* Strike through if inapplicable.

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

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

Created 2016



HS

Req:R602302 /Doc:DL AP519905 /Rev:10-Sep-2019 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:3 of 11
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ANNEXURE A

BY-LAW 23 - INSTALLATION OF SOLAR PANELS

1. A Lot Owner can attach solar panels, and ancillary items necessary to facilitate the use of the solar panels to the common property with the written approval of the Owners Corporation, but only if the Lot Owner pays all costs of the acquisition, installation, maintenance, repair, removal and replacement thereof. An occupier of a lot who is not the owner must obtain and provide the Lot Owner's written permission and consent before applying to the Owners Corporation.

2. On the conditions set out in this by-law, the Lot Owner, subject to the written approval of the Owners Corporation shall have a special privilege of the common property to keep on the common property outside the lot solar panels and ancillary items installed at the date of the making of this by-law or installed in the future. The approval and all rules and costings remain with the Lot Owner regardless if this is the current Lot Owner or any future Lot Owner.

Conditions
3. The Lot Owner shall comply with any requirements of a local council relating to the fittings.

4. The Lot Owner must only install the solar panels and ancillary items on to the area of the roof directly above the floor space of their lot.

5. The Lot Owner is entitled to the exclusive use of any benefit derived from the solar panels and ancillary items.

6. The Lot Owner indemnifies and shall keep the Owners Corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the solar panel and ancillary items not installed. For the purpose of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in insurance premium or excess payable by the Owners Corporation and attributable to the work.

7. If the solar panels or ancillary items are to be removed for any purpose, their removal and replacement will be the cost responsibility of the Lot Owner. The Lot Owner is also cost responsible to reinstate common property back to its original condition to the Owners Corporation satisfaction.

8. The Lot Owner is responsible for all repairs, maintenance and replacement costs for any items that form part of the Solar Panel system.

9. If any damage is caused to common property or the property of the of another Lot caused by installation, repair, maintenance or replacement the Lot Owner is cost responsible for these repairs.

10. The Lot Owner shall perform his responsibilities under this by-law at their own cost.

11. The Lot Owner shall and will not lodge any Insurance claim against the Owners Corporation's building insurance policy for any item regarding the Solar Panel system. Lot Owners will need to ensure that their own Insurance Policy covers the entire Solar Panel system.

THE OWNERS - STRATA PLAN No. 84336
Common Seal

HB

Req:R602302 /Doc:DL AP519905 /Rev:10-Sep-2019 /NSW LRS /Pgs:ALL /Prt:14-Oct-2022 13:13 /Seq:4 of 11
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cstm stratagroup

Community & Strata Title Management Pty Ltd
By-Laws

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

BY-LAWS FOR: **SP: 84336** **270 WOLLOMBI ROAD, BELLBIRD NSW 2325**

1 NOISE

An owner or occupier of a lot must not create any noise on a lot or 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

(1) 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.

(2) Despite Clause 1, owners or occupiers may park no more than one vehicle on the common property drive way In front of the garage of their lot provided that the vehicle does not obstruct any common property pathway.

(3) Vehicles parked on common property in accordance with clause 2 must:
  (a) be registered;
  (b) belong to or are primarily used by an owner or occupier of the lot;
  (c) belong to a genuine guest or visitor of an owner or occupier and in such event, the owner or occupier must ensure that the guest or visitor comply with the by-laws for the scheme; and
  (d) not have a trailer attached to the vehicle.

(4) Owners or occupiers parking a vehicle in accordance with clause 2 must keep the common property area clean and tidy and must clean up any oil spills or other mess as soon as practicable.

(5) This by-law does not permit owners or occupiers to store anything but a vehicle in accordance with this by-law on the common property area.

3 OBSTRUCTION OF COMMON PROPERTY

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

THE OWNERS - STRATA PLAN No. 84336 Common Seal

HS

cstm stratagroup

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 without the approval in writing of the owners corporation

(2) An approval given by the owner's corporation under **sub clause (1)** cannot authorize any additions to the common property.

(3) This by- law does not prevent an owner or person authorized by an owner from installing:

(a) Any locking or other safety device for the protection of the owner's lot against intruders or to improve safety within the owners 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 sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations; or

(e) Any device used to affix decorative items to the internal surfaces of walls in the owners lot.

(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, structure or sign 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.

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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 unless accompanied by an adult exercising effective control, to be or to remain on common property comprising of a car parking area or other 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

An owner or occupier of a lot my hang washing on any part of the lot provided that the washing will not be visible from the street level outside the parcel. In this by-law, 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 anything 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 corporations 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 FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIAL

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

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

14 CHANGES TO FLOOR COVERINGS

(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 of noise transmitted from that lot to any other lot. The notice must specify the type of proposed floor covering or surface.

(2) This by law does not affect any requirement under any law to obtain a consent to, approval for or any other authorization 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 by-law 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 materials or waste:

(a) must maintain within the lot, or on such part of the common property as may be authorized 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

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(f) Must promptly remove anything 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:
(a) Must comply with the local councils requirements for the storage, handling and collection of garbage, waste and recyclable material, and
(b) Must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
(c) If the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(3) The owners corporation may post signs on the common property with instruction on the handling of garbage, waste and recyclable material that are consistent with the local council 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) must have full control of the animal with leash or similar 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 THE LOT

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

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

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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 the use results in a hazardous activity being carried out on the lot, or results in the lot being used from 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) security services;
(b) promotional services;
(c) advertising;
(d) commercial cleaning;
(e) domestic services;
(f) garbage, disposal and recycling services;
(g) electricity, water or gas supply;
(h) telecommunication services (for example, cable television;

(2) If the owners corporation makes a resolution referred to the **clause (1)** to provide an amenity or service to a lot or 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 owner's corporation may enter into an agreement with an owner or occupier of a lot for the provision of the 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 used for residential purposes 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 serviced 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.

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23 INSTALLATION OF SOLAR PANELS

(1) A Lot Owner can attach solar panels, and ancillary items necessary to facilitate the use of the solar panels to the common property with the written approval of the Owners Corporation, but only if the Lot Owner pays all costs of the acquisition, installation, maintenance, repair, removal and replacement thereof. An occupier of a lot who is not the owner must obtain and provide the Lot Owner's written permission and consent before applying to the Owners Corporation.

(2) On the conditions set out in this by-law, the Lot Owner, subject to the written approval of the Owners Corporation shall have a special privilege of the common property to keep on the common property outside the lot solar panels and ancillary items installed at the date of the making of this by-law or installed in the future. The approval and all rules and costings remain with the Lot Owner regardless if this is the current Lot Owner or any future Lot Owner.

Conditions

(3) The Lot Owner shall comply with any requirements of a local council relating to the fittings.

(4) The Lot Owner must only install the solar panels and ancillary items on to the area of the roof directly above the floor space of their lot.

(5) The Lot Owner is entitled to the exclusive use of any benefit derived from the solar panels and ancillary items.

(6) The Lot Owner indemnifies and shall keep the Owners Corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the solar panel and ancillary items not installed. For the purpose of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in insurance premium or excess payable by the Owners Corporation and attributable to the work.

(7) If the solar panels or ancillary items are to be removed for any purpose, their removal and replacement will be the cost responsibility of the Lot Owner. The Lot Owner is also cost responsible to reinstate common property back to its original condition to the Owners Corporation satisfaction.

(8) The Lot Owner is responsible for all repairs, maintenance and replacement costs for any items that form part of the Solar Panel system.

(9) If any damage is caused to common property or the property of the of another Lot caused by installation, repair, maintenance or replacement the Lot Owner is cost responsible for these repairs.

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(10) The Lot Owner shall perform his responsibilities under this by-law at their own cost.

(11) The Lot Owner shall and will not lodge any Insurance claim against the Owners Corporation's building insurance policy for any item regarding the Solar Panel system. Lot Owners will need to ensure that their own Insurance Policy covers the entire Solar Panel system.

THE OWNERS - STRATA PLAN No. 84336
Common Seal

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:1 of 12
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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 007065

Land Registry Document Identification

AU187888

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/SP84336	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84336
Other legal entity

Meeting Date

06/05/2024

Amended by-law No.
Details N/A

Repealed by-law No.
Details N/A

Added by-law No.
Details Special By-law 1

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. SP84336
Signer Name	ASHLEY HOWARD
Signer Organisation	KERIN BENSON LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	26/06/2024

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:2 of 12
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Annexure "A"

STRATA SCHEMES MANAGEMENT REGULATIONS 2010

SCHEDULE 2 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES

OPTION B - KEEPING OF ANIMALS

BY-LAWS FOR: SP84336 **270 WOLLOMBI ROAD, BELLBIRD NSW 2325**

1 NOISE

An owner or occupier of a lot must not create any noise on a lot or 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 (amended 16 August 2019)

(1) 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.

(2) Despite Clause 1, owners or occupiers may park no more than one vehicle on the common property drive way in front of the garage of their lot provided that the vehicle does not obstruct any common property pathway.

(3) Vehicles parked on common property in accordance with clause 2 must:

(a) be registered;

(b) belong to or are primarily used by an owner or occupier of the lot;

(c) belong to a genuine guest or visitor of an owner or occupier and in such event, the owner or occupier must ensure that the guest or visitor comply with the by-laws for the scheme; and

(d) not have a trailer attached to the vehicle.

(4) Owners or occupiers parking a vehicle in accordance with clause 2 must keep the common property area clean and tidy and must clean up any oil spills or other mess as soon as practicable.

(5) This by-law does not permit owners or occupiers to store anything but a vehicle in accordance with this by-law on the common property area.

3 OBSTRUCTION OF COMMON PROPERTY

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

A Soronaivalu

Electronic signature of me,
Amanda Soronaivalu affixed
by me on 21/06/2024

Common
THE OWNERS
STRATA PLAN
NO. 84336
Seal

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:3 of 12
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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 without the approval in writing of the owners corporation.

(2) An approval given by the owner's corporation under **sub clause (1)** cannot authorize any additions to the common property.

(3) This by- law does not prevent an owner or person authorized by an owner from installing:

(a) Any locking or other safety device for the protection of the owner's lot against intruders or to improve safety within the owners 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 sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations; or

(e) Any device used to affix decorative items to the internal surfaces of walls in the owners lot.

(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, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:4 of 12
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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 (passed 16 August 2019)

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 unless accompanied by an adult exercising effective control, to be or to remain on common property comprising of a car parking area or other 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 (passed 16 August 2019)

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 the street level outside the parcel. In this by-law, 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 anything 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 corporations 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.

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:5 of 12
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13 STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIAL

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

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

14 CHANGES TO FLOOR COVERINGS

(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 of noise transmitted from that lot to any other lot. The notice must specify the type of proposed floor covering or surface.

(2) This by law does not affect any requirement under any law to obtain a consent to, approval for or any other authorization 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 by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 GARBAGE DISPOSAL (amended 16 August 2019)

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable materials or waste:

(a) must maintain within the lot, or on such part of the common property as may be authorized 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

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:6 of 12
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(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 anything 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:

(a) Must comply with the local councils requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) Must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

(c) If the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(3) The owners corporation may post signs on the common property with instruction on the handling of garbage, waste and recyclable material that are consistent with the local council requirements.

17 KEEPING OF ANIMALS - Option B (amended 16 August 2019)

(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) must have full control of the animal with leash or similar 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 THE LOT

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

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

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:7 of 12
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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 the use results in a hazardous activity being carried out on the lot, or results in the lot being used from 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) security services;
   (b) promotional services;
   (c) advertising;
   (d) commercial cleaning;
   (e) domestic services;
   (f) garbage, disposal and recycling services;
   (g) electricity, water or gas supply;
   (h) telecommunication services (for example, cable television);

(2) If the owners corporation makes a resolution referred to the **clause (1)** to provide an amenity or service to a lot or 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 owner's corporation may enter into an agreement with an owner or occupier of a lot for the provision of the 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 used for residential purposes 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 serviced 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.

23 INSTALLATION OF SOLAR PANELS (passed 16 August 2019)

(1) A Lot Owner can attach solar panels, and ancillary items necessary to facilitate the use of the solar panels to the common property with the written approval of the Owners Corporation, but only if the Lot Owner pays all costs of the acquisition, installation, maintenance, repair, removal and replacement thereof. An occupier of a lot who is not the owner must obtain and provide the Lot Owner's written permission and consent before applying to the Owners Corporation.

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:8 of 12
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(2) On the conditions set out in this by-law, the Lot Owner, subject to the written approval of the Owners Corporation shall have a special privilege of the common property to keep on the common property outside the lot solar panels and ancillary items installed at the date of the making of this by-law or installed in the future. The approval and all rules and costings remain with the Lot Owner regardless if this is the current Lot Owner or any future Lot Owner.

Conditions

(3) The Lot Owner shall comply with any requirements of a local council relating to the fittings.

(4) The Lot Owner must only install the solar panels and ancillary items on to the area of the roof directly above the floor space of their lot.

(5) The Lot Owner is entitled to the exclusive use of any benefit derived from the solar panels and ancillary items.

(6) The Lot Owner indemnifies and shall keep the Owners Corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the solar panel and ancillary items not installed. For the purpose of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in insurance premium or excess payable by the Owners Corporation and attributable to the work.

(7) If the solar panels or ancillary items are to be removed for any purpose, their removal and replacement will be the cost responsibility of the Lot Owner. The Lot Owner is also cost responsible to reinstate common property back to its original condition to the Owners Corporation satisfaction.

(8) The Lot Owner is responsible for all repairs, maintenance and replacement costs for any items that form part of the Solar Panel system.

(9) If any damage is caused to common property or the property of the of another Lot caused by installation, repair, maintenance or replacement the Lot Owner is cost responsible for these repairs.

(10) The Lot Owner shall perform his responsibilities under this by-law at their own cost.

(11) The Lot Owner shall and will not lodge any Insurance claim against the Owners Corporation's building insurance policy for any item regarding the Solar Panel system. Lot Owners will need to ensure that their own Insurance Policy covers the entire Solar Panel system.

Special By-Law No. 1 – Installation of CCTV by Lot Owners (passed 6 May 2024)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law each owner of a lot in the strata scheme (the “Owner”) shall have a special privilege in respect of the common property to carry out building works to refurbish the lot and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:9 of 12
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(a) Installation of no more than two CCTV and/or security camera's as part of a CCTV System on the common property and the relevant fittings and fixtures to service that Owner's Lot in the following locations:

(i) One CCTV and/or security camera at the back of the Owner's lot;
(j) One CCTV and/or security camera at the front of the Owner's lot;

(b) Including affixing to the common property as required;

(c) Installation and keeping of wires, electrical conduit, trunking (which shall be in a colour and style in keeping with the building) and power points as required.

2. Definitions

For the purposes of this by-law:

"CCTV System" means closed circuit television system (CCTV monitor and camera/s) including all ancillary equipment installed in the common property to provide security to the Owner's lot.

"Council" means Cessnock Council or successor;

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

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

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

3. Conditions

3.1 Prior to Undertaking Works

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

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

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

3.2 Performance of Works

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

(a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:10 of 12
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Building Code of Australia, relevant Australian Standards, and applicable legislation (including the Design and Building Practitioners Act 2020 and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the lot from damage by the Works.

(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the lot clean and tidy throughout the performance of the Works, ensure that, so far as is reasonably practicable, the Works are performed wholly within the lot and remove all debris from the building resulting from the Works as soon as practicable;

(g) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(h) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(i) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(j) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one months of commencement.

3.3 Completion of Works

On completion of the Works the Owner must provide to the Owners Corporation:

(a) if the approval of Council is required to carry out the Works, the certificate required by the Council that the Works comply with the conditions of any Council approval; and

(b) details of the location and installation method of the CCTV System.

3.4 Removal of the Works

Upon the removal of the Works by the Owner, the Owner must ensure the common property to which the Works were attached and installed upon is made good and returned to the condition prior to the installation of the Works.

4. Liability and Indemnity

Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:11 of 12
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(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Use of CCTV

(a) In the keeping and use of the CCTV System, Owners must comply with the *Surveillance Devices Act 2007* and must ensure that occupants of their lot also comply with the *Surveillance Devices Act 2007*;

(b) A CCTV System installed pursuant to this by-law may capture common property but no other owner's lot.

6. Other Rights and Obligations

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

7. Costs

(a) The Works must be undertaken at the cost of the Owner.

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

8. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner,

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

A Soronaivalu

Electronic signature of me, Amanda Soronaivalu affixed by me on 21/06/2024



Req:R082141 /Doc:DL AU187888 /Rev:27-Jun-2024 /NSW LRS /Prt:05-Nov-2026 12:29 /Seq:12 of 12
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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/SP84336

(B) **LODGED BY**

Document Collection Box		CODE
	Name Paulina Mena Company Kerin Benson Lawyers Address Suite 9.01, 46 Market Street Sydney NSW 2000 E-mail paulina@kerinbensonlawyers.com.au Contact Number 0287067060 Customer Account Number (IF APPLICABLE) Reference 007065	CH

(C) The Owner-Strata Plan No. 84336 certify that a special resolution was passed on 6/5/2024

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1
Amended by-law No. NOT APPLICABLE
as fully set out below :

Annexure A: Special By-Law 1, as set out at pages 8 to 11.

(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. 84336 was affixed on 21/06/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : ASoronaivalu
Name : Amanda Soronaivalu
Authority : Strata Manager
Signature :
Name :
Authority :



Electronic signature of me, Amanda Soronaivalu affixed by me on 21/06/2024

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

All About Conveyancing
1/221 Victoria Street
Taree 2430

Applicants Reference
JC:34196

CERTIFICATE DETAILS

Certificate Number:	3369
Date of Certificate:	06/11/2026

PROPERTY DETAILS

Address:	Unit 11 270 Wollombi Road BELLBIRD NSW 2325
Title:	LOT: 11 SP: 84336
Parcel No:	508354

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

t: 02 4993 4100 **f**: 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au **w**: www.cessnock.nsw.gov.au
ABN 60 919 148 928

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

DRAFT SEPP _ Climate Change and Natural Hazards _ Public Exhibition from 17 February, 2026 _ 16 March, 2026.

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011

Development Control Plans

Cessnock Development Control Plan 2010

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

(2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:

(3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX (in force from 1 October 2023)

Draft Planning Proposal for Local Environmental Plan

18 2024 3 1 _ Draft Anomalies / Housekeeping _ Public Exhibition _ 3 February 2025 - 4 March 2025

Draft Development Control Plan

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024_ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Parking and Access and Subdivision Chapter _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction)and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter E3 _ Vineyards District _ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 9 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Signage and Outdoor Advertising _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 8 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Tourist and Visitors Accommodation on Rural and Conservation Lands _ Public Exhibition _ 28 March 2025 to 9 May 2025

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 24 August 2025

57 2025 8 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Tourist and Visitor Accommodation on Rural Land and Conservation Lands (applies to RU2, C2, C3 and C4 zones) _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 10 1 _ Draft Huntlee Stage 2 Development Control Plan DCP _ Public Exhibition 10 April, 2026 to 11 May, 2026

(4) **In this section –**

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environemtnal Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _ Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _ Notification Date 6 August 2021 _ 17 Branxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39 Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _ Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _ Notification Date 16 December 2022 _ Hydro Kurri Kurri.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _ Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA) (originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _ Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _ Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _ Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _ Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _ Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _ Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _ Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _ Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _ Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale - additional permitted use of "depot" as permitted with development consent, if the depot is used for the purposes of a balloon tourism business.

Draft Cessnock Local Environmental Plan 2011 _ Amendment 46 _ PP-2024-2769 - Notification Date 3 February 2025 _ Administrative Amendments _ LGA Wide.

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

(a) the identity of the zone, whether by reference to –

(i) a name, such as “Residential Zone” or “Heritage Area”, or

(ii) a number, such as “Zone No 2 (a)”,

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

(b) the purposes for which development in the zone –

(i) may be carried out without development consent, and

(ii) may not be carried out except with development consent, and

(iii) is prohibited,

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

3 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 1 or 2

(c) whether additional permitted uses apply to the land,

No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

(f) whether the land is in a conservation area, however described,

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(g) whether an item of environmental heritage, however described, is located on the land.

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan _ Public Exhibition 28 March 2025 _ 9 May 2025

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

(a) The name of the region, and

(b) The name of the Ministerial planning order in which the reason is identified.

(3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.

(4) In this section-

Continued 7.23 determination *means a 7.23 determination that-*

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

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

Note- The Act, Schedule4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

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

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes)

	2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or l .16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may 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
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet

Code	the requirements of the code.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

(1) Whether the Council is aware that –

(a) an affected building notice is in force in relation to the land, or

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

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) 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*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

(a) the *Roads Act 1993,* Part 3, Division 2, or

(b) an environmental planning instrument, or

(c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

(a) Division 2 of Part 3 of the Roads Act 1993, or

(b) any environmental planning instrument, or

(c) any resolution of the council.

9. Flood related development controls

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

No

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

No

(3) In this section –

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

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

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

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website Flood Certificate and Flood Data Application Form

Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

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

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

Landslip
No

Bushfire
No

Tidal Inundation
No

Subsidence
No

Acid Sulphate Soils
No

Contamination
Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note: Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise
No

Salinity
No

Coastal Hazards
No

Sea Level Rise
No

Any Other Risk (other than flooding)
Cessnock City Council _ Climate Change Policy _ Land Use Planning

In this section – ***adopted policy*** means a policy adopted –

(a) by the council, or

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

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

13. Mine subsidence

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

No

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, 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.

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

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

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. .

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

17. Biodiversity certified land

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

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.

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

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

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.

No

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

(1) 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.

(2) In this section –

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

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

No, the land is not subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services.

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or

(d) in the "public safety area" on the Public Safety Area Map, or

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock 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).

No

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 the council is aware, in relation to proposed development on the land and, if there is a certificate –

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

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

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, Clause 17(1) or 38(1).

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

No

(4) In this section –

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

23. Water or sewerage services

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

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 200* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

No

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 202B.

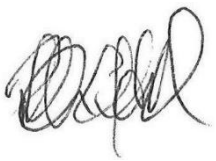
No

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

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.



Peter Chrystal
Director Planning and Environment

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

InfoTrack

270 WOLLOMBI

BELLBIRD HEIGHTS NSW

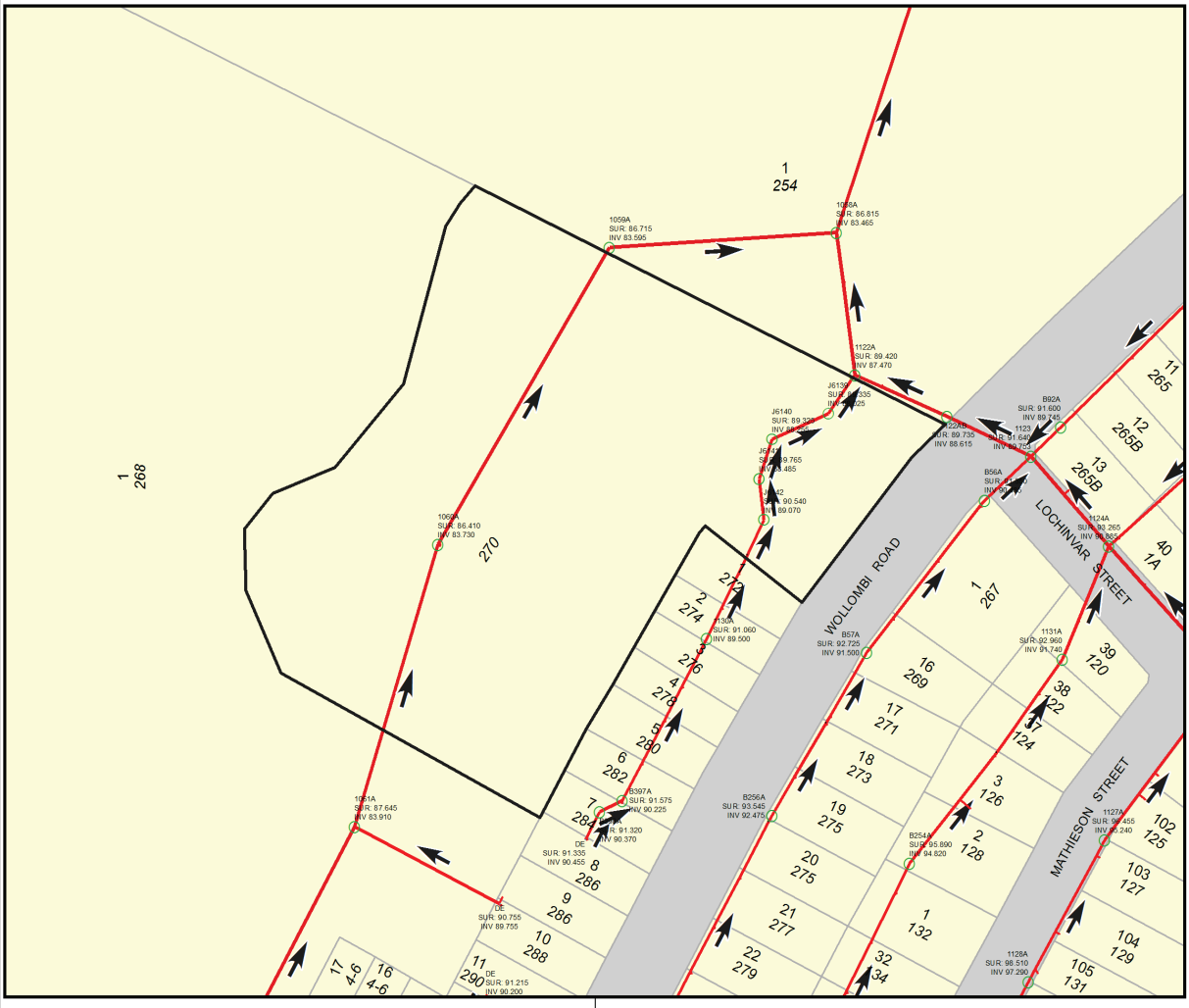
APPLICATION NO.: *2217348*

APPLICANT REF: *M 2024032*

RATEABLE PREMISE NO.: *4589200854*

PROPERTY ADDRESS: *270 WOLLOMBI RD BELLBIRD 2325*

LOT/SECTION/DP:SP: *CP//SP 84336*



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: 12/03/2024

Scale at A4: 1:2,000

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