

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents 66 Orchardtown Road, New Lambton, NSW 2305	Phone: 0400 259 859
co-agent	N/A	
vendor	Tijana Jovanovic 23 Fettleers Loop, Whitebridge, NSW 2290	
vendor's solicitor	Bale Boshev Lawyers Level 1, 60-62 Beaumont Street, Hamilton NSW 2303 DX 7819 Newcastle	Phone: 02 4969 1522 Email: joshua@baleboshev.com.au Fax: 02 4969 5284 Ref: JJH:61824
date for completion land (address, plan details and title reference)	42nd day after the contract date 9/4 Cowmeadow Road, Mount Hutton, 2290 Registered Plan: Lot 9 Plan SP 62048 Folio Identifier 9/SP62048	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> House <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: 3 external window blinds			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

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** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Lake Group Strata
PO Box 175, Charlestown NSW 2290

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

9/4 COWMEADOW RD, MOUNT HUTTON 2290

SPECIAL CONDITIONS

33. General Provisions

33.1 The Parties agree:

- (a) If there is an inconsistency between these Special Conditions and Clauses 1 to 32 of this Contract, the Special Conditions prevail to the extent of the inconsistency;
- (b) Each of the terms of this Contract is separate, severable and independent;
- (c) That a provision of this Contract which has not been complied with and has not been waived does not merge on completion;
- (d) To do all things and execute all further documents necessary to give full effect to this Contract;
- (e) That any notice or other communication made under this Contract must be in reasonably legible writing and in English;
- (f) That this Contract may be executed in any number of counterparts and all counterparts are taken together to constitute the Contract;
- (g) That this Contract is the entire Contract between the Parties in respect of its subject matter; and
- (h) That this Contract is governed by the laws of the State of New South Wales and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.
- (i) For the purposes of this Contract, including without limitation the Special Conditions, the word Property has the meaning as set in Clause 1 of this Contract.
- (j) For the purposes of this Contract, including without limitation the Special Conditions, the word Land means the land as detailed on the front page of this Contract.

34. Changes to Standard Contract:

34.1 The Parties agree:

- (a) **Clause 1** the definition of "work order" is amended by including the words "issued by a competent authority" after the word "order".
- (b) **Clause 5.1** is deleted.
- (c) **Clause 7.1.3** is amended by deleting "14 days" and inserting "7 days".
- (d) **Clause 7.2.6** is amended by inserting the words "and the amount held and the interest earned on it (less taxes and bank charges) is to be paid to the Vendor" after "claims lapse".
- (e) **Clause 8.1.1** is amended by deleting the words "on reasonable grounds".
- (f) **Clause 8.1.3** is amended by substituting the words "7 days" for "14 days".

- (g) **Clause 10.1** is amended by including the words “or delay completion” after the word “terminate”.
- (h) **Clause 10.1.8** and **clause 10.1.9** are amended by substituting the word “existence” for “substance”.
- (i) **Clause 18** is amended by adding the following provision:

"18.8 The Purchaser cannot make a requisition or claim after entering into possession".
- (j) **Clause 23.5.1** is amended by inserting the words “(including any special levies whether raised or intended to be raised)” at the end of the subclause.

35. Claim for Compensation

35.1 Notwithstanding the provisions of Clauses 6 and 7 hereof, the Parties expressly agree that any claim for compensation by the Purchaser shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof entitling the Vendor to rescind this Contract.

36. Rescission on Death/Liquidation

36.1 Without in any way restricting any of the Vendor's other rights or remedies, if:

- (a) Either Party being an individual – dies, becomes incapable because of unsoundness of mind to manage his own affairs or is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors, then either Party can rescind the Contract.
- (b) The Purchaser being a company – resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has a liquidator, provisional liquidator, administrator, office manager receiver or receiver manager trustee appointed over the whole or part of its assets or undertaking or enters into a scheme of arrangement, assignment or composition with its creditors, then the Purchaser will be considered to be in breach of an essential term of this Contract and the Vendor may terminate the Contract.

37. Acceptance of Property

37.1 The Purchaser accepts the Property in its current condition as at the date of this Contract.

37.2 The Purchaser must not and will not make a claim (whether for compensation or not), objection, requisition, delay completion, or rescind or terminate this Contract in respect of:

- (a) The state of repair or condition of the Property;
- (b) Any existing infestation, dilapidation and decay in respect of the Property;
- (c) Any defects latent and patent in respect of the Property;
- (d) All existing water, sewerage, drainage and plumbing services and connections [if any];
- (e) Any encroachment by or upon the Property;

- (f) Any latent or patent contamination affecting or emanating from the Property and any environmental ability affecting the Property at any time;
- (g) The presence in or on the Property of asbestos, hazardous substances, waste and rubbish;
- (h) The form of or lack of access to the Property; and
- (i) Any non-compliance with the Swimming Pools Act 1992, Local Government Act 1993 or any associated Ordinance pursuant to that Act in respect of the Property.

38. Purchaser's Warranties

38.1 The Purchaser acknowledges and warrants that:

- (a) It does not rely on any letters, documents, correspondence or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract;
- (b) It has had the opportunity to undertake due diligence in relation to the Property including, without limitation, the matters referred to in this Contract and any other matter which a prudent Purchaser would investigate prior to purchasing the Property.
- (c) It has made its own enquiries, inspections and examinations in respect of the Property;
- (d) It does not rely on any representation of the Vendor, the Vendor's agent, the Vendor's solicitor or anyone representation made by anyone on behalf of the Vendor; and
- (e) This Contract comprises the whole agreement between the Parties in respect of the Property and its purchase.

39. No Representation

39.1 The Vendor makes no representation or warranty about:

- (a) The condition and state of repair, including the structural condition, of the Property;
- (b) The use of the Property or the suitability of the Property for the Purchaser's future use;
- (c) The potential earning capacity of the Property;
- (d) The potential for future development of the Property; and/or
- (e) The value of the Property.

39.2 The Purchaser enters this Contract acknowledging the matters set out in this Special Condition 39 and relying solely on its own enquiries, inspection and examination in respect of the above matters.

40. Deposit

40.1 The deposit payable by the Purchaser under this Contract is an amount equal to ten percent (10%) of the purchase price (the "deposit").

- 40.2 If, despite clause 40.1 the Vendor has agreed that on the making of this Contract the Vendor will accept payment of a deposit in an amount which is less than 10% of the purchase price (the "part deposit"), then the deposit shall be paid as follows:
- (a) A cash amount equal to the part deposit of the price, which shall be regarded as part-payment of the deposit must be paid to the deposit holder on the date of the making of the Contract, being the date on which the Contracts are exchanged between the Vendor and the Purchaser;
 - (b) The balance of the deposit shall be paid on the Completion date or the date on which the Vendor otherwise becomes entitled to keep or recover the deposit pursuant to the conditions of this Contract.
- 40.3 If circumstances arise which entitle the Vendor to keep or recover the deposit, then:
- (a) The Purchaser must immediately pay to the Vendor the unpaid balance of the deposit; and
 - (b) If not immediately paid, the Vendor will be entitled to recover from the Purchaser the unpaid balance of the deposit as a liquidated debt and the Purchaser shall not be entitled to make any claim or set-off against the Vendor in respect of the unpaid balance of the deposit.

41. Payment of deposit by deposit bond

- 41.1 In the event that the deposit payable hereunder is paid by way of a Deposit Bond then the following provisions shall apply to the payment of the deposit:
- (a) In this Agreement the word "Bond" means the Real Estate Deposit Bond issued to the Vendor at the request of the Purchaser.
 - (b) Subject to sub-paragraphs (c) and (d) below, the delivery of the Bond, upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
 - (c) The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed Bank Cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor.
 - (d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid under the Bond, the Purchaser shall forthwith pay the deposit [or so much thereof as has not been paid] to the person nominated in this Contract to hold the deposit.
 - (e) The Vendor acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under sub-paragraph (d) above.

42. Notice to Complete

- 42.1 If either Party is unable or unwilling to complete by the completion date, the other Party shall be entitled at anytime after the completion date to serve a Notice to Complete

making the time for completion essential. Such a Notice shall give not less than fourteen (14) days notice from the day on which the Notice is received by the recipient of the Notice. The Notice to Complete of such duration is considered by the Parties to be reasonable and sufficient to render the time for completion essential.

43. Failure to Complete by Completion Date

- 43.1 If completion does not take place on or before the Completion Date and the Vendor is not directly at fault for such delay then the Purchaser must pay interest on the unpaid balance of the purchase price at the rate of ten per centum (10.00%) per annum calculated daily from and including the completion date to and including the actual day of completion and such interest must be paid on completion.
- 43.2 The Vendor is not obligated to complete unless the interest as calculated in accordance with Special Condition 43.1 is paid on completion.
- 43.3 Interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract.
- 43.4 The right to interest arising from this Special Condition 43 does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
- 43.5 If completion does not take place on or before the completion date and the Vendor is not directly at fault for such delay, the Purchaser must on completion pay to the Vendor's Solicitor the sum of five hundred dollars (\$500.00) plus GST to contribute towards the legal costs incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses.

44. Guarantee and indemnity if the Purchaser is a Company

- 44.1 If the Purchaser of the Property is a company, the officers or persons who sign this Contract on behalf of the company or who attest the seal of the company on this Contract:
 - (a) Jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the Purchase price; and
 - (b) Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- 44.2 This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

45. Limited Title

Notwithstanding any other provision in this Contract for Sale, in the event that title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject Property.

46. Warranty as to Agent

- 46.1 The Purchaser warrants that the Purchaser was not introduced directly or indirectly to either the Vendor or the Property by any person other than the Vendor's agent (if any) as specified in this Contract.
- 46.2 The Purchaser will indemnify the Vendor against any claim or demand for commission or remuneration by any person other than the Vendor's agent arising from the sale of the Property and pursuant to a breach of the Purchaser's warranty provided by this Special Condition.
- 46.3 This Special Condition will not merge on completion.

47. Non Approved Structure

- 47.1 The Purchaser acknowledges that the improvements on the Land may not be approved by the relevant council.
- 47.2 Despite any other provision of this Contract or any rule of law or equity to the contrary, the Purchaser will not make any requisition, objection or claim for compensation about or otherwise delay completion or terminate or rescind this Contract because of the substance of Clause 47.1.

48. Building Certificate

- 48.1 The Purchaser acknowledges that in respect of the Property:
- (a) The Vendor does not have a building certificate issued under the *Environmental Planning and Assessment Act 1979* ('Building Certificate');
 - (b) The Vendor does not authorise the Purchaser to have the Property inspected to obtain a Building Certificate;
 - (c) It will not apply to the local authority for a Building Certificate; and
 - (d) The Purchaser must not raise any requisition, objection, claim for compensation, delay completion or rescind or terminate this Contract because there is no Building Certificate available for the Property.

49. Survey Report

- 49.1 The Purchaser acknowledges that the Vendor does not have a survey report in respect of the Property.
- 49.2 The Purchaser must not raise any requisition, objection, claim for compensation, delay completion or rescind or terminate this Contract because there is no survey report.

50. Requisitions on Title

The Purchaser agrees that the only requisitions on title the Purchase may make under printed clause 5 are in the form attached to this Contract.

51. FIRB Approval

- 51.1 The Purchaser warrants that prior to completion they have obtained all necessary approvals including approval from the Foreign Investment Review Board (if applicable) to enable them to legally purchase the subject Property.

51.2 In the event of the Purchaser breaching the above warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine and/or legal costs which may be incurred by the Vendor as a consequence thereof.

51.3 This warranty and indemnity shall not merge on Completion.

52. Digital Signature

52.1 For the purpose of interpreting this clause, 'Digital Signature' and 'Digitally Sign' have the meaning given to those terms in the Electronic Conveyancing National Law (NSW).

52.2 The Parties agree to accept, for the purpose of exchange of Contracts, signatures by either the Vendors or Purchasers which are facsimile, photocopy or any other form of Digital Signature.

52.3 The Parties agree that the cover page of the Contract bearing original signature or Digital Signature must be dated the same date as this Contract.

52.4 If this Contract is electronically sent to the Purchaser's solicitor's email address noted on the front page of the Contract bearing the Digital Signature of the Vendor, then it will be taken to have the same effect as physical delivery of that document, bearing the original signature or the person that Digitally Signed it.

52.5 If the Vendor elects to sign the Contract using DocuSign then the following provisions take effect:

- (a) The Purchaser and their legal representative agree to accept a DocuSign Vendor counterpart Contract for the purposes of exchange and settlement;
- (b) The Vendor and their legal representative have no obligation to provide an original wet signature counterpart Contract;
- (c) The Purchaser will not make any claim, rescind, terminate or delay settlement for any matter raised in the above two (2) subclauses.

53. Extension of the Cooling Off Period

Should an extension of the Cooling Off Period be requested by the Purchaser(s) before the expiration of the Cooling Off Period, the Purchaser (s) agrees to pay the sum of \$110 (GST inclusive) the Vendor's solicitor, being a reasonable fee for the attendance of the Vendor's solicitor in seeking instructions from the Vendor(s), by way of an allowance on Settlement adjustment. The fee applies when the request is made and regardless of the grant of the extension.

54. Goods and Services Tax

54.1 Despite any provision in this Contract if any GST is payable by the Vendor in respect of the sale of the Property to the Purchaser then the purchase price will be increased by an amount equal to the GST payable by the Vendor.

54.2 If for any reason this sale is deemed to be a taxable supply and GST is payable in respect of the supply the Purchaser must pay to the Vendor on demand the amount of any goods and services tax payable by the Vendor in respect of the supply.

54.3 The Purchaser indemnifies the Vendor against any goods and services tax payable and any loss or expense incurred by the Vendor in respect of that goods and services

tax including any penalties and legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

54.4 In this clause, "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time ("GST Act") and the terms used have the meanings as defined in the GST Act.

54.5 This Special Condition will not merge on completion.

55. Condition of Sale of Land by Auction

55.1 If the Property is to be sold by Auction, then the following additional Special Conditions apply:

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the Vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
- (d) The highest bidder is the Purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential Property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one Vendor bid at an auction of residential Property or rural land.
- (l) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential Property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one Vendor bid may be made to purchase the interest of a co-owner.

- (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



FOLIO: 9/SP62048

SEARCH DATE	TIME	EDITION NO	DATE
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19/9/2023	11:55 AM	4	2/9/2018

LAND

LOT 9 IN STRATA PLAN 62048
AT MOUNT HUTTON
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

TIJANA JOVANOVIC (T AM48976)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP62048
- 2 SP62048 RESTRICTION(S) ON THE USE OF LAND
- 3 AM48977 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP62048

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/9/2023	9:36 AM	9	29/5/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 62048
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MOUNT HUTTON
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP62048

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 62048

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- LAKE GROUP STRATA
PO BOX 175
CHARLESTOWN NSW 2290

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1009816 EASEMENT TO DRAIN WATER OVER EXISTING LINES OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1009816 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1219487 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1219487
- 5 DP1219487 POSITIVE COVENANT
- 6 AN219914 INITIAL PERIOD EXPIRED
- 7 AT124135 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 200)

STRATA PLAN 62048

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

FOLIO: CP/SP62048

PAGE 2

NOTATIONS

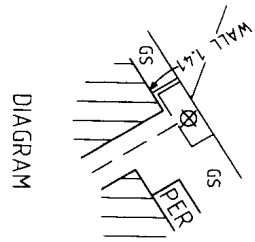
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

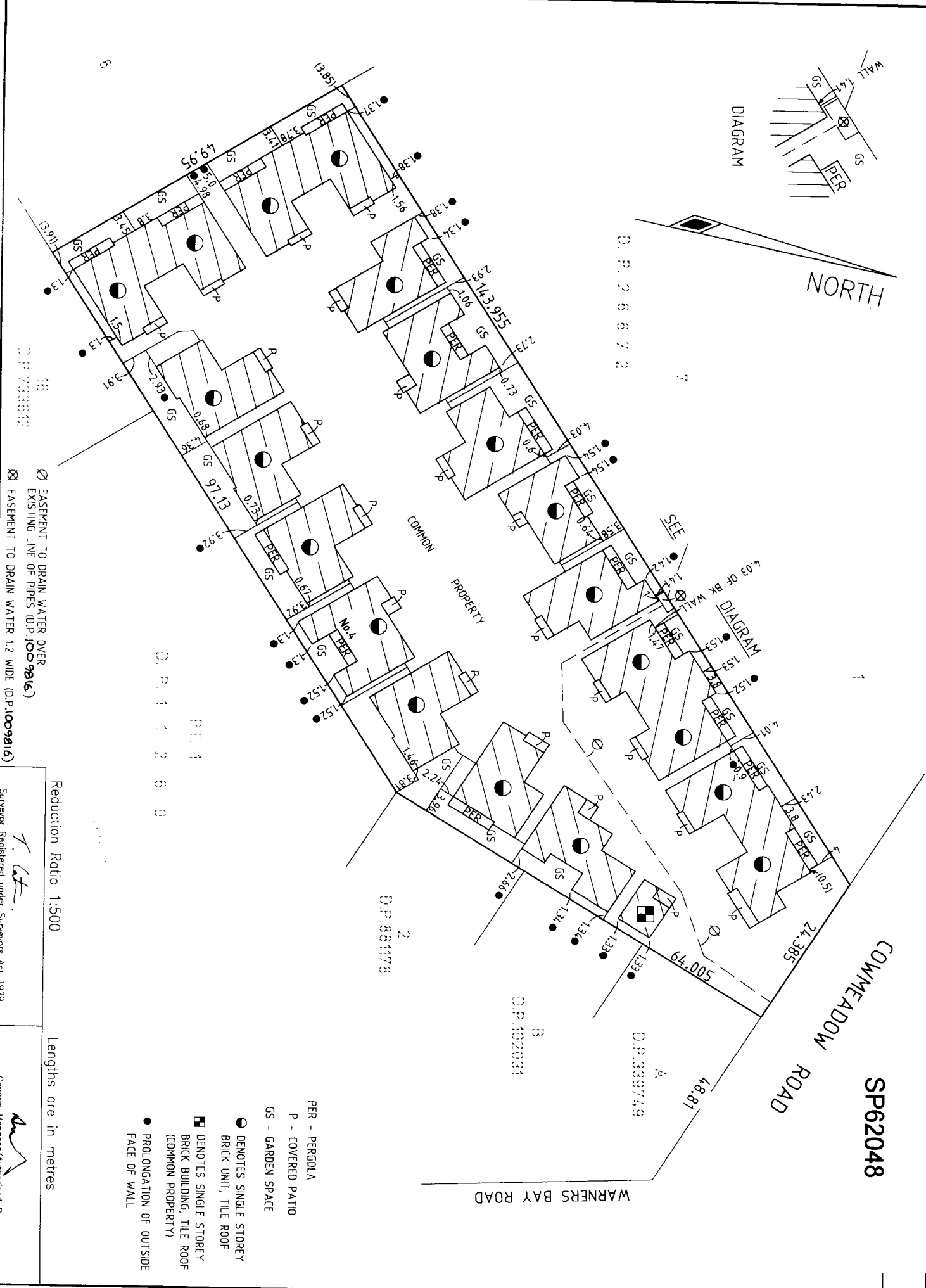
61824

PRINTED ON 20/9/2023

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



NORTH



SP62048

COWMEADOW ROAD

WARNERS BAY ROAD

- PER - PERGOLA
- P - COVERED PATIO
- GS - GARDEN SPACE
- DENOTES SINGLE STOREY BRICK UNIT, TILE ROOF
- DENOTES SINGLE STOREY BRICK BUILDING, TILE ROOF (COMMON PROPERTY)
- PROLONGATION OF OUTSIDE FACE OF WALL

Reduction Ratio 1:500

Lengths are in metres

- EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (D.P.1009816)
- ⊗ EASEMENT TO DRAIN WATER 1.2 WIDE (D.P.1009816)

Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 11460

General Manager/Authorised Person

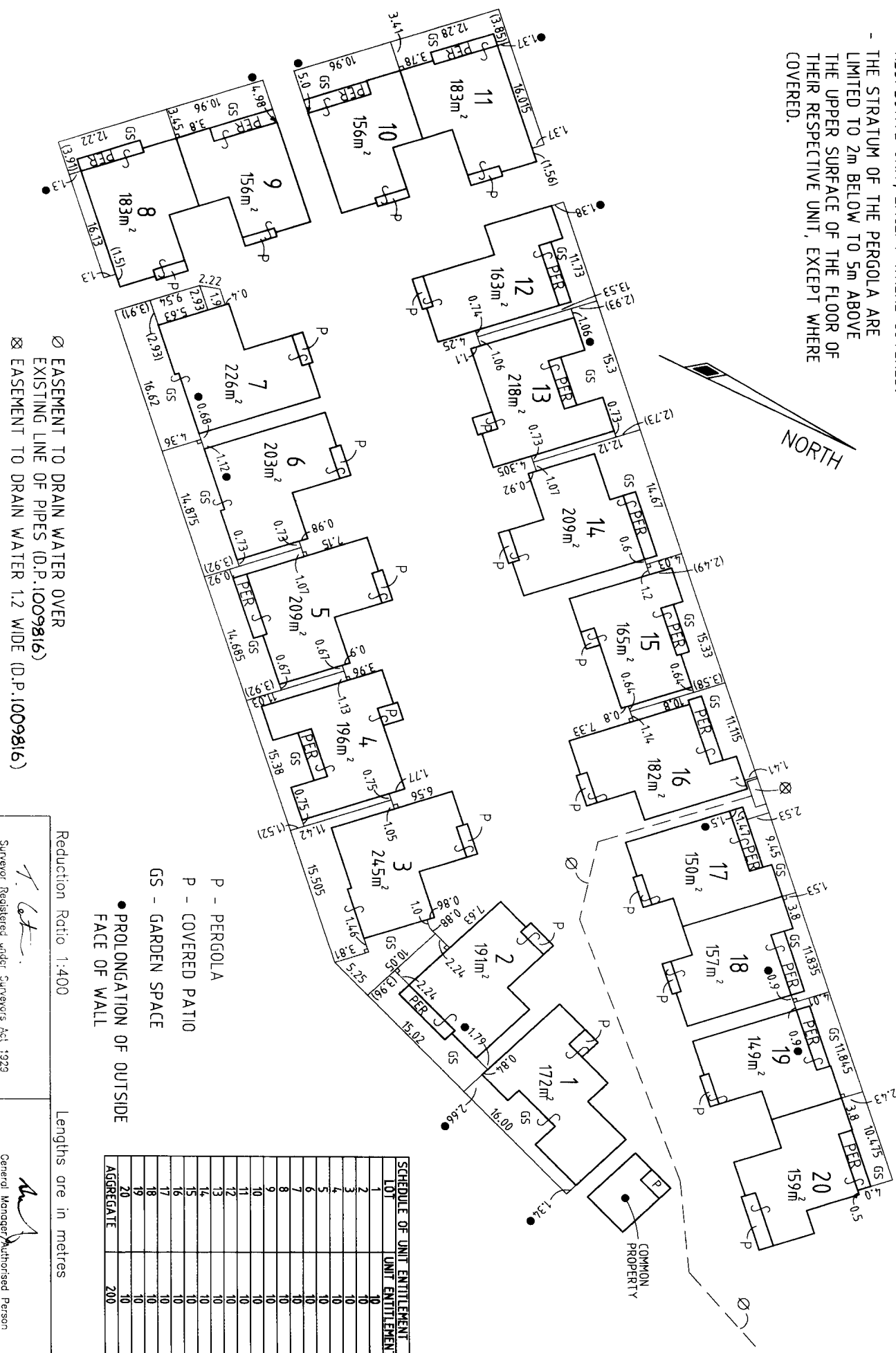
NOTE :- ALL AREAS ARE APPROXIMATE

- THE STRATUM OF THE GARDEN SPACES ARE LIMITED TO 2m BELOW TO 5m ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE UNIT, EXCEPT WHERE COVERED.
- THE STRATUM OF THE PERGOLA ARE LIMITED TO 2m BELOW TO 5m ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE UNIT, EXCEPT WHERE COVERED.



SP62048

*OFFICE USE ONLY



- P - PERGOLA
- P - COVERED PATIO
- GS - GARDEN SPACE
- PROLONGATION OF OUTSIDE FACE OF WALL

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
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
AGGREGATE	200

- ⊙ EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (D.P.1009816)
- ⊗ EASEMENT TO DRAIN WATER 1.2 WIDE (D.P.1009816)

Reduction Ratio 1:400

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person
 SURVEYOR'S REFERENCE: 11460

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

Lengths are in metres

(Sheet 1 of 2 sheets)

SP62048

Subdivision of Lot 1 in
Deposited Plan
covered by Council Clerk's
Certificate No. 1000 - 2367
of 16.12.1999

Full name and address of
proprietor of the land

PETANGEL PTY LIMITED
having A.C.N. 084 568 445
and having a registered office
C/- Edmunds Buckley
Associates 7/35 Stockton
Street Nelson Bay NSW

Full name of mortgagee:

Arkway Pty Limited having
A.C.N. 010 719 856 and
Having a registered office
C./- 23 Orchid Avenue
Surfers Paradise QLD

PART 1

1. Identity on restriction on use to be
Created and firstly referred to in
The plan

Restriction on the use of land

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots or Authority Benefited

Each lot in the Strata Plan

Every other lot, the common
property and the Council of
the City of Lake Macquarie



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

Lengths are in metres

(Sheet 2 of 2 sheets)

SP62048

Subdivision of Lot 1 in
Deposited Plan
covered by Council Clerk's
Certificate No. 1000 - 2359
of 15.12.1999

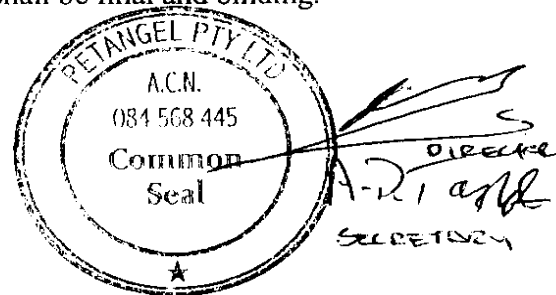
PART 2

1. No use shall be made of the land except for the purposes of housing for older people or people with disabilities.

In the above, the meaning of "housing for older people or people with disabilities" is that as provided by the Dictionary in State Environmental Planning Policy No. 5 – Housing For Older People Or People With A Disability gazetted the 2nd January 1998. The meaning of words and phrases used in that definition are also to be obtained from that dictionary.

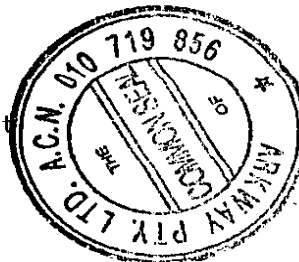
Nothing within the terms of this restriction shall prevent reasonable visitation rights by relatives and invitees of any occupier or complying owner on a short term basis, such invitees to comply with all terms of strata laws imposed by Statute and the extent of any such visitation to be determined by the Executive Committee of the Owners Corporation whose decision in relation thereto shall be final and binding.

THE COMMON SEAL OF PETANGEL
PTY LIMITED was hereunto duly affixed by
Its Director in the presence of:



THE COMMON SEAL OF ARKWAY PTY
LIMITED was hereunto duly affixed by a
Director in the presence of:

Petangel Pty Limited by its attorney Roger
Winchester Gray pursuant to Registered Power
of Attorney Book 1259 No 307 who states that
he has received no notice of the revocation
thereof.



Handwritten signature (DIE)
Handwritten signature (SEC)

REGISTERED  24/1/2000

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 006346

Land Registry Document Identification

AT124135

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/SP62048	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP62048
Other legal entity

Meeting Date

08/03/2023

Repealed by-law No.

Details n/a

Added by-law No.

Details special by-law 2

Amended by-law No.

Details n/a

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

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. SP62048
Signer Name ASHLEY HOWARD
Signer Organisation KERIN BENSON LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 29/05/2023

Annexure A

CONSOLIDATED BY LAWS
SP: 62048



1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with prior written approval of the owner's corporation.
- (2) An approval given by the owner's corporation under the subclause (1) cannot authorise any additions to the common property.
- (3) This By-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for the protection of the owner's lot against intruders or to improve the safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot
- (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, of keeping with the appearance of the rest of the building.

(5) Despite section 62, 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 the subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (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 other person lawfully and using common property.

7 Children playing on common property in building

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

8 Behaviour of invitees

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

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

12 Storage of flammable liquids and other substances and material

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

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

13 Moving furniture and other objects on or through common property

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

14 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.

15 Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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 the garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

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

17 Appearance of a Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from the outside of the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

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

20. Air Conditioning

The Owner of a Lot shall have permission to interfere with the common property for the purpose of installing an air- conditioning unit or split system air-conditioning unit or ducted air-conditioning system subject to the following conditions:-

1. That the written authorities of the Owners Corporation be obtained prior to installation.
2. That all necessary authorities are obtained from concerned statutory authorities by the respective owner prior to installation.
3. That the installation be at the cost of the respective owner and that future maintenance and any damage caused by the units installation be without contribution from the Owners Corporation.
4. That the installation be installed by a licensed workman in a workmanlike manner.
5. That the installation be in keeping with the rest of the building pursuant to By-Law 17.
6. That the owner, from time to time of the lot, shall maintain the installation in a state of good repair pursuant to By Law 5.
7. That with any split system air-conditioning unit installation, that the condenser unit be located in the courtyard of the respective Lot and not on the common property.
8. That the owner, from time to time of the Lot, shall comply with the EPA and local government laws in relation to noise abatement regulations.
9. That with any room air-conditioners these be installed in the windows or walls other hen the front entry areas of Lots.
10. That the placement of the condensers to the split system air-conditioner units affixed to units 5,7,8 & 14 be allowed to stand on the common property driveways in front of their respective units.

21. Pergolas, Awnings, Screen Patio Enclosure

The owner of a Lot shall have permission to interfere with the common property for the purpose of erecting a pergola, covered awning or screen patio enclosure in the courtyard to the lot subject to the following conditions:-

1. That written authority of the Owners Corporation be obtained prior to installation.
2. That all necessary authorities are obtained from concerned statutory authorities by the respective owner prior to installation.

3. That the installation be at the cost of the respective owner and that future maintenance of the installation be without contribution from the Owners Corporation.
4. That the installation is installed in a workmanlike manner.
5. That the installation is in keeping with the rest of the building pursuant to By-Law 17.
6. That the owner, from time to time, of the Lot shall maintain the installation in a state of good repair pursuant to By Law 5.

22. TV Antenna

The Owner of a Lot shall have permission to interfere with the common property for the purpose of installing a TV Antenna for television reception to the respective Lots subject to the following conditions:-

1. That the written authority of the Owners Corporation be obtained prior to installation.
2. That all necessary authorities are obtained from concerned statutory authorities by the respective owner prior to the installation.
3. That the installation be at the cost of the respective owner and that future maintenance of the installation be without contribution from the Owners Corporation.
4. That the installation is installed in a workmanlike manner.
5. That the installation is in keeping with the rest of the building pursuant to By Law 17.
6. That the owner, from time to time, of the Lot shall maintain the installation in a state of good repair pursuant to By Law 5.

Special By Law 1- Minor Renovations

The Owners Corporation in accordance with Section 110 (6) (b) of the Strata Schemes Management Act 2015 delegates the authority to approve Minor Renovations to the Strata Committee.

Special by-law 2 - Security System (passed 8 March 2023)

1. This by-law is made for the purposes of managing, regulating and controlling the use, maintenance and storage of the Security System on the common property and Surveillance Recordings of activities on the common property.
2. For the purposes of this by-law, "Security System" means all cabling, alarm system software, closed circuit television system (CCTV monitor and cameras), sirens and mechanisms {including all ancillary equipment) installed in the common property to provide security for all lot owners.
3. For the purposes of this by-law, "Security Recordings "means either analogue or digital images or recordings of activities in the common property areas.
4. To the extent of any inconsistency between this by-law and any other by-law. This bylaw prevails.

Powers & Duties of the Owners Corporation

5. The Owners Corporation shall have the following additional powers, authorities, duties and functions:

- (a) the power to install and maintain the Security System and any additional security devices in the common property;
- (b) the power to install signage around the common property and entrance areas to

warn owners, occupiers and invitees that the common property is being monitored.

(c) the power to enter into arrangements with third parties from time to time for operation of the Security System and the installation, repair, replacement of the Security System or any part of it;

(d) the power to replace the Security System from time to time as determined by the Owners Corporation;

(e) the duty to keep any Security System installed pursuant to this by-law in a good and serviceable repair;

(f) the duty to ensure no owner or occupier or other contractor can hold or access Security Recordings without the written consent of the Owners Corporation: and

(g) the duty to ensure that Security Recordings are only accessed or used for the purposes of determining a breach of the security or cause of damage to the common property areas within the building. Access to Security Recordings must not be provided for personal use of any owner or occupier.



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/SP62048

(B) **LODGED BY**

Document Collection Box	Name	JAMES WEBSTER	CODE CH
	Company	Kerin Benson Lawyers	
	Address	PO Box 156 Adamstown NSW 2289	
	E-mail	james@kerinbensonlawyers.com.au Contact Number 02 4032 7990	
	Customer Account Number (IF APPLICABLE) Reference	006346	

- (C) The Owner-Strata Plan No. 62048 certify that a special resolution was passed on 8/3/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special by-law 2
 Amended by-law No. NOT APPLICABLE
 as fully set out below :
 see Annexure A:
 Special by-law 2 - page 7 to 8

(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. 62048 was affixed on 11/5/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : x
 Name : Baritey Gribble
 Authority : Strata Manager/Agent
 Signature : _____
 Name : _____
 Authority : _____





Form: 1SCH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AN219914C

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

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

(A) TORRENS TITLE	For the common property CP/SP62048	
(B) LODGED BY	Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any L J KANE & CO LLPN123818G Reference: LGS 62048
	CODE CH	

- (C) The Owners-Strata Plan No. 62048 certify that a special resolution was passed on 28/2/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY LAW 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

Please see attached in 'Annexure 1' to the 15CH Form the Consolidated By-Laws for Strata Plan 62048 which includes new Added Special By Law No 1 on page 5.

- (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 1
- (G) The seal of The Owners-Strata Plan No. 62048 was affixed on 22/3/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Donna Bartley
DONNA BARTLEY

Name:

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE 1
CONSOLIDATED BY LAWS
STRATA SCHEME 62048

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with prior written approval of the owner's corporation.
- (2) An approval given by the owner's corporation under the subclause (1) cannot authorise any additions to the common property.
- (3) This By-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for the protection of the owner's lot against intruders or to improve the safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot
- (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, of keeping with the appearance of the rest of the building.

The Seal of The Owners-Strata Plan *62048* was affixed on *22/3/2018* in the presence of the following person(s) authorised by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): *[Handwritten Signature]*
Name(s) (use block letters): **DONNA BARTLEY**
Authority: **STRATA MANAGING AGENT**



(5) Despite section 62, 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 the subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (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 other person lawfully and using common property.

7 Children playing on common property in building

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

8 Behaviour of invitees

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

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

12 Storage of flammable liquids and other substances and material

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

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

- (3) If the owner's corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 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.

15 Garbage Disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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 the garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

- (1) Subject to section 49(4), an owner or occupier of a lot must not, without the prior written approval of the owner's corporation, keep any animal (except a cat, a small dog or a small caged bird or fish kept in a secure aquarium the lot) on the lot or the common property.
- (2) The owner's 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

4 of 5

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

17 Appearance of a Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from the outside of the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

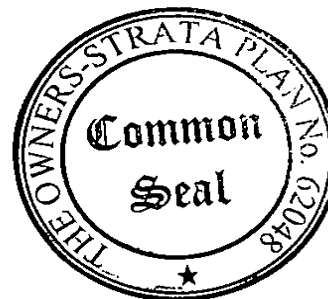
Note. Section 111 of the ACT provides that an owner's corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Special By Law 1- Minor Renovations

The Owners Corporation in accordance with Section 110 (6) (b) of the Strata Schemes Management Act 2015 delegates the authority to approve Minor Renovations to the Strata Committee.

The Seal of The Owners-Strata Plan *62048* was affixed on *22/3/2018* in the presence of the following person(s) authorised by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): *[Handwritten Signature]*
Name(s) (use block letters): **DONNA BARTLEY**
Authority: **STRATA MANAGING AGENT**



Sgjs

FILM WITH AN 219914

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 62048 was affixed on 22/3/2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes*

Management Act 2015 to attest the affixing of the seal.

Signature: *Barley* Name **DONNA BARTLEY**

Authority: **STRATA MANAGING AGENT**

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



10/1

MEMORY TRANSMISSION REPORT

TIME : 22-04-2018 14:13
FAX NO.1 :
NAME :

FILE NO. : 102
DATE : 22.04 14:08
TO : 0296016111#2441
DOCUMENT PAGES : 3
START TIME : 22.04 14:08
END TIME : 22.04 14:13
PAGES SENT : 0
STATUS : 0050

TX FAILURE NOTICE



LakeGroupStrata

STRATA | COMMUNITY TITLE | PROPERTY MANAGERS

F A C S I M I L E

Date: 22 March 2018
To: Ahmed Mohamed
Attention: Ahmed
Fax Number: 02 4942 3243
From: Lake Group Strata - Cyarn Convery
Pages: 3 Number of pages including cover sheet
SUBJECT: Levy Breakdown for both Lots

Afternoon Ahmed,
Please find attached the levy breakdown for both lots.
Thanks, Cyarn

Yours faithfully
LAKE GROUP STRATA
Cyarn Convery
CYARN CONVERY
STRATA MANAGER

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

Lengths are in metres

(Sheet 1 of 2 Sheets)

DP1009816

Plan of Lot A in Deposited Plan 102031

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

PETANGEL PTY LIMITED
having ACN 084 568 445 and having a
Registered office
C/- Edmunds Buckley Associates
7/35 Stockton Street
NELSON BAY NSW 2318

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

ARKWAY PTY LIMITED
ACN 010 719 856 and
Having a registered office
C/- 23 Orchid Avenue
SURFACE PARADISE QLD 4217

PART 1

1. **Identity of Easement to be created and firstly referred to in the plan** Easement to Drain Water over existing line of pipes.

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 1

LOTS BENEFITED

Lot 7 DP 26672

2. **Identity of Easement to be created and secondly referred to in the plan** Easement to Drain Water 1.2 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 1

LOTS BENEFITED

Lot 7 DP 26672



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

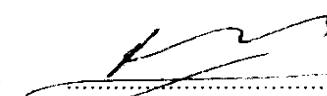
Lengths are in metres

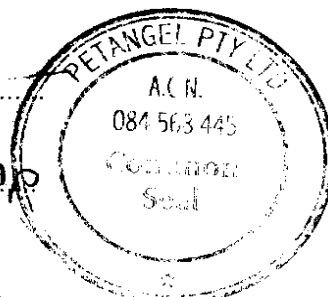
(Sheet 2 of 2 Sheets)

Plan of Lot A in Deposited Plan 102031

DP1009816


THE COMMON SEAL OF PETANGEL
PTY LTD was hereunto duly affixed by
a Director in the presence of:


) 
) Director
) A. D. Tapp
Secretary



Petangel Pty Limited by its attorney Roger
Winchester Gray pursuant to Registered Power of
Attorney Book 469 No 309 who states that he
has received no notice of the revocation thereof.

THE COMMON SEAL OF ARKWAY PTY
LIMITED was hereunto duly affixed by a
Director in the presence of:


) 
) Director
) [Signature]
) Secretary



REGISTERED  *he* 24/1/2000

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered  22.4.2016
 Office Use Only

Office Use Only

DP1219487

**PLAN OF EASEMENT OVER
 COMMON PROPERTY IN SP62048
 AND POSITIVE COVENANT OVER
 LOT 8 DP661118**

This sheet is for the provision of the following information as required:
 • A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 • Signatures and seals see 195D Conveyancing Act 1919
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number :
 Date of Endorsement :

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
2. POSITIVE COVENANT FOR REPAIRS & MAINTENANCE

**Approved Form 10
 Certificate re Initial Period**

(1) The Owners - Strata Plan No. 62048 hereby certifies that in respect of their strata scheme that;

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on~~

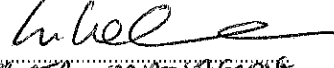
~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on~~

* (c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on 15 DECEMBER 2015 and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No 62048 was hereunto affixed on 29/3/16 in the presence of LORRIANNE LECHMAN being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

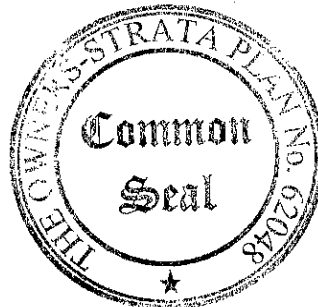

 STRATA MANAGING AGENT

AUSTRALIA AND NEW ZEALAND
 BANKING GROUP LIMITED ACN 11 005
 357 522 by its Attorney under Power of
 Attorney Book No. 4465 No. 246

Sign

Shuvro Sumsuddoha

Name
 Acting/Manager Securities



* Strike through if Inapplicable.
 ^ Insert appropriate date



Witnessed by:

Sign

Name Lynn Yeap

4/883 Collins Street, Dockland, 3008


If space is insufficient use additional annexure sheet


 ANDREW ONG

 LAURA ONG

Surveyor's Reference: 5627

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

<p>Registered  22.4.2016</p> <p>PLAN OF EASEMENT OVER COMMON PROPERTY IN SP62048 AND POSITIVE COVENANT OVER LOT B DP 661118</p> <p>Subdivision Certificate number :</p> <p>Date of Endorsement :</p>	<p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1219487</p> <p>Office Use Only</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • <i>Statements of intention to create and release affecting interests in accordance with section 88B</i> Conveyancing Act 1919 • <i>Signatures and seals see 195D</i> Conveyancing Act 1919 • <i>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</i>
--	---

**Approved Form 9
Certificate of Owners Corporation**

The Owners - Strata Plan No. 62048 certifies that:

(1) On 15/12/15 it passed a special resolution agreeing to the execution of the dealing or plan


EASEMENT TO DRAIN WATER pursuant to section 28(4) Strata Schemes

(Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

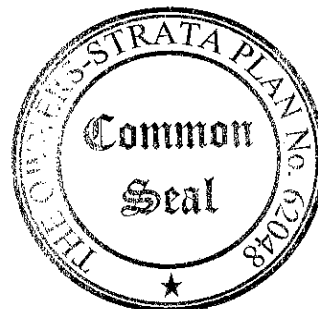
The common seal of the Owners - Strata Plan No 62048 was hereunto affixed on 29/3/16 in the presence of LOUKANE LOUKIN being the person (s) authorised by section 238 Strata

Schemes Management Act 1996 to attest the affixing of the seal.


 STRATA MANAGING AGENT.

Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

^ Insert the applicable date.



If space is insufficient use additional annexure sheet

Surveyor's Reference: 5627

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
 TO BE CREATED PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT 1919 AND POSITIVE COVENANTS FOR REPAIR AND
 MAINTENANCE INTENDED TO BE CREATED PURSUANT TO SECTION 88BA OF THE
 CONVEYANCING ACT 1919**

(Sheet 1 of 4 Sheets)

Plan: **DP1219487**

Plan of Easement over Common Property in
 SP 62048. **AND POSITIVE COVENANT
 OVER LOT 8 DP 661118**

**Full name & address of
 Proprietors of the land**

The Owners – Strata Plan No. 62048
 4 Cowmeadow Road
 Mount Hutton NSW 2290

**ANDREW ONG & LAURA ONG
 30 COWMEADOW RD**

PART I MOUNT HUTTON NSW 2290

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 2 wide over existing line of pipes	CP SP62048	Lot 8 DP 661118
2	Positive Covenant for repairs and maintenance	CP SP62048 Lot 8 DP 661118	Lot 8 DP 661118 CP SP62048

PART 2

Terms of Positive Covenant for Repairs and Maintenance, secondly noted in the Plan:-

1. The Land which is subject to the obligations for contributions to maintenance and repair is the whole of the land the site of the easement to drain water 2 wide over existing line of pipes firstly noted in the Plan.
2. The registered proprietors for the time being of the Common Property SP 62048 and Lot 8 DP 61118 in the Plan will from time to time and at all times contribute to the cost of maintenance and repair of the easement or the pipes within the easement in the equal proportions.
3. The registered proprietor for the time being of either of the Common Property SP 62048 and Lot 8 DP 61118, where such registered proprietor has contributed more than that proprietors share of the cost of maintenance and repair from time to time, may recover that excess in any Court of competent jurisdiction as a liquidated debt.
4. Whenever a registered proprietor considers that work is required in respect of maintenance and repair of the easement or the pipes within the easement that proprietor may give to the proprietors of the Lots burdened, except to themselves, notice of such need and thereafter the parties must, within 14 days meet and, acting reasonably, seek to reach agreement on the carrying out of the work.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND POSITIVE COVENANTS FOR REPAIR AND
MAINTENANCE TO BE CREATED PURSUANT TO SECTION 88BA OF THE
CONVEYANCING ACT 1919**

(Sheet 2 of 4 Sheets)

Plan: **DP1219487**

Plan of Easement over Common Property in
SP 62048. AND POSITIVE COVENANT
OVER LOT B DP 661118

5. If the parties fail to meet or having met fail to agree on the works or the costs of the work required to maintain and repair the easement or the pipes within the easement, either party may ask the President for the time being of the Law Society of New South Wales to appoint a competent person to determine the need for the repair and maintenance and the reasonable cost thereof. The decision of the person appointed shall be final and binding on the parties and shall be that of an expert and not an arbitrator. The parties shall be entitled to make submissions to the person so appointed.
6. The person appointed by the President of the time being of the Law Society of New South Wales must make a determination within 28 days after being so appointed and give notice thereof to each of the registered proprietors of the Lots burdened.
7. When the parties have agreed upon necessary repairs and maintenance or a person appointed pursuant to this clause has made such a determination and given notice thereof to each of the registered proprietors of the Lots burdened any such registered proprietor may engage a contractor or contractors to carry out those works.

Name of Persons and/or Authority having the power to release, vary or modify Terms of Easement firstly and secondly referred to in the plan:

Owners of all Lots Benefitted


**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND POSITIVE COVENANTS FOR REPAIR AND
MAINTENANCE TO BE CREATED PURSUANT TO SECTION 88BA OF THE
CONVEYANCING ACT 1919**

(Sheet 3 of 4 Sheets)

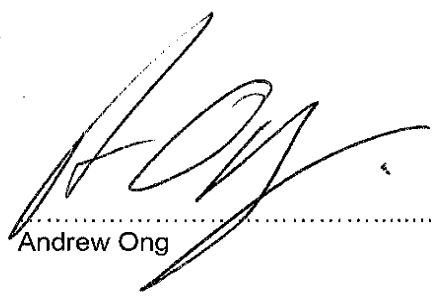
Plan: **DP1219487**

Plan of Easement over Common Property in
SP 62048. **AND POSITIVE COVENANT
OVER LOT B DP 661118**

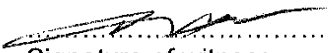
I certify that the person signing opposite,
with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
this instrument in my presence.


.....
Signature of witness


Malcolm James Higgins
Full name of witness
179 Brunner Road
Address of witness
Adamsstown NSW 2289


.....
Andrew Ong

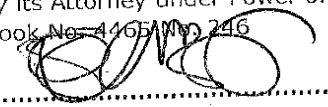
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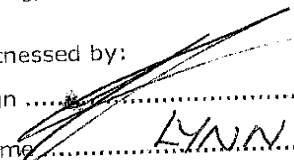

.....
Signature of witness

Malcolm James Higgins
Full name of witness
179 Brunner Road
Address of witness
Adamsstown NSW 2289


.....
Laura Ong

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED ACN 11 005
357 522 by its Attorney under Power of
Attorney Book No 4465 No 246


.....
Sign
Shuvro Sumsuddoha
Name NFC2444
Acting/Manager Securities

Witnessed by:
Sign 
Name **LYNN YEAR**
4/833 Collins Street, Dockland, 3008

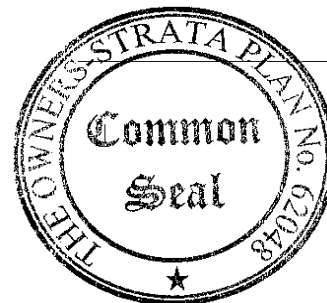
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CONVEYANCING ACT 1919

(Sheet 4 of 4 Sheets)

Plan: **DP1219487**

Plan of Easement over Common Property in
SP 62048. AND POSITIVE COVENANT
OVER LOT B DP 661118

The common seal of The Owners – Strata Plan
No 62048 was hereunto affixed on 29/3/16
in the presence of LORRAINE LOCHIN
being the person(s) authorised by s238 of the *Strata Schemes
Management Act 1996*, to attest the affixing of the seal.



[Signature]
STRATA MANAGING AGENT.

20 September 2023

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:161954
Your Ref: 61824:170937
ABN 81 065 027 868

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

Fee Paid: 53.00
Receipt No: 12966421
Receipt Date: 19 September 2023

DESCRIPTION OF LAND

Address: 9/4 Cowmeadow Road, MOUNT HUTTON NSW 2290
Lot Details: Lot 9 SP 62048
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

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

Lake Macquarie Local Environmental Plan 2014

Lake Macquarie Development Control Plan 2014

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 4 Koala habitat protection 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 2 State and regional development

State Environmental Planning Policy (Planning Systems) 2021 –

Chapter 4 Concurrences and consents

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

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021 –

Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

Lake Macquarie Local Environmental Plan 2014 (Amendment No. RZ/9/2021)

Lake Macquarie Draft Development Control Plan 2014

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

2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.
R3 Medium Density Residential
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
Exempt development as provided in Schedule 2; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

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

Any other development not specified in item (ii) or (iii)

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

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

No

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

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

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

No

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

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

Local Environmental Plan 2014 Heritage Map

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

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

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

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

- (b) Whether draft additional permitted uses apply to the land
No
- (c) Whether any draft development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.
There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

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

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,
Lake Macquarie City Council Development Contributions Plan - Charlestown Contributions Catchment - 2015
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,
Nil

4 Complying development

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

Housing Code

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

Low Rise Housing Diversity Code

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Rural Housing Code

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

Greenfield Housing Code

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

5 Exempt development

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

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

6 Affected building notices and building product rectification orders

- (1) (a) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- No, Council **has not** been notified that an affected building notice is in force in respect of this land.
- (b) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.
- A building rectification order **is not** in force in respect of this land.

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

9 Flood related development controls information

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

No

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

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

- (3) In this section -
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

10 Council and other public authority policies on hazard risk restrictions

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

- (d) acid sulfate soils

Yes

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

- (e) contaminated or potentially contaminated land

Yes

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

- (f) aircraft noise

No

- (g) salinity

No

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

No

- (2) In this section —

adopted policy means a policy adopted —

- (a) by the council, or

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

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

11 Bush Fire Prone Land

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

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

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

14 Paper subdivision information

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

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

17 Biodiversity Certified Land

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

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

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

Nil

21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

Nil

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

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

- (4) In this section—

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

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

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

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

No

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

No

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

No

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

No

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

No

ATTACHMENTS:

Complimentary Certificate for Real Property Lot

ATTACHMENT: Complimentary Certificate for Real Property Lot

20 September 2023

INFOTRACK PTY LTD
PO Box 4029
SYDNEY NSW 2001

Our Ref:161955
Your Ref: 61824:170937
ABN 81 065 027 868

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

Fee Paid: Nil

Receipt No:

Receipt Date:

DESCRIPTION OF LAND

Address: 4 Cowmeadow Road, MOUNT HUTTON NSW 2290

Lot Details: Lot 1 DP 1009816

Parish: Kahibah

County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



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Chapter 6 Bushland in urban areas

State Environmental Planning Policy (Biodiversity and Conservation) 2021 -

Chapter 7 Canal estate development

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021 –

Chapter 3 Advertising and signage

State Environmental Planning Policy (Planning Systems) 2021 –

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Chapter 2 State significant precincts

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

Chapter 2 State significant precincts

State Environmental Planning Policy (Precincts-Regional) 2021

Chapter 2 State significant precincts

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Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resilience and Hazards) 2021 –

Chapter 3 Hazardous and offensive development

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Chapter 4 Remediation of land

State Environmental Planning Policy (Resources and Energy) 2021 –

Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 2 Infrastructure

State Environmental Planning Policy (Transport and Infrastructure) 2021 –

Chapter 3 Educational establishments and child care facilities

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

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

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Lake Macquarie Draft Development Control Plan 2014

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if —
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2 Zoning and land use under relevant Local Environmental Plans

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

- (a) (i) The identity of the zone applying to the land.
- R3 Medium Density Residential
- under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.
- Exempt development as provided in Schedule 2; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.
- Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs;

Centre-based child care facilities; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems

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

Any other development not specified in item (ii) or (iii)

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

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

No

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

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

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

No

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

No

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

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

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

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

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

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

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

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

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

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

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

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

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

Local Environmental Plan 2014 Heritage Map

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

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

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

(a) Nil

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

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

No

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

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

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

No

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

No

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

3 Contributions Plans

- (1) The name of each contributions plan applying to the land, including draft contributions plan,
Lake Macquarie City Council Development Contributions Plan - Charlestown Contributions Catchment - 2015
The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019
- (2) The name of the area, if the land is in a special contributions area under the Act,
Nil

4 Complying development

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

Housing Code

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

Low Rise Housing Diversity Code

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

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code

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

Rural Housing Code

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

Greenfield Housing Code

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

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Container Recycling Facilities Code

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

5 Exempt development

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

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

6 Affected building notices and building product rectification orders

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

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

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

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

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

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

- (2) In this section -

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

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

7 Land reserved for acquisition

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

No

8 Road widening and road realignment

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

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

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

9 Flood related development controls information

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

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

- (3) In this section -
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

10 Council and other public authority policies on hazard risk restrictions

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

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

- (d) acid sulfate soils

Yes

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

- (e) contaminated or potentially contaminated land

Yes

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

- (f) aircraft noise

No

- (g) salinity

No

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

No

- (2) In this section —

adopted policy means a policy adopted —

- (a) by the council, or

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

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

11 Bush Fire Prone Land

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

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

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

14 Paper subdivision information

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

Nil

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

Not Applicable

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

15 Property Vegetation Plans

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

16 Biodiversity stewardship sites

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

under Part 5 of the Biodiversity Conservation Act 2016.

17 Biodiversity Certified Land

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

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

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

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

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

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

Nil

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

20 Conditions for seniors housing

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

Nil

21 Site compatibility certificates and conditions for affordable rental housing

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

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

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

Nil

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

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

- (4) In this section—

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

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

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

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

No

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

No

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

No

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

No

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

No



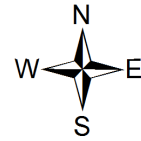
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS

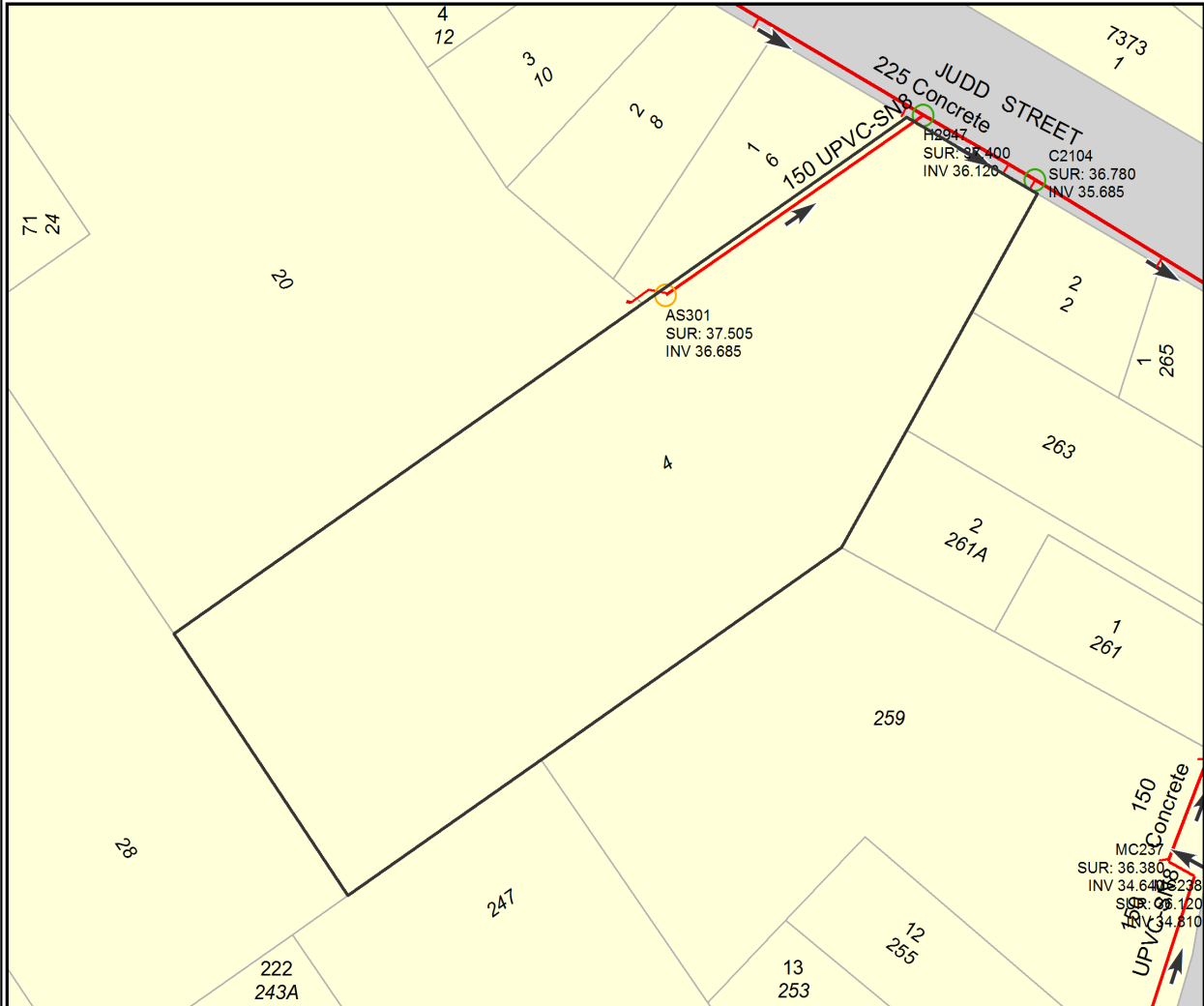


InfoTrack
4 COWMEADOW
MOUNT HUTTON NSW

APPLICATION NO.: 2095893
APPLICANT REF: M 61824
RATEABLE PREMISE NO.: 5719600175

PROPERTY ADDRESS: 4 COWMEADOW RD MOUNT HUTTON 2290

LOT/SECTION/DP:SP: CP//SP 62048



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

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

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

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

Date: 19/09/2023

Scale at A4: 1:1,000

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

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



Revenue

Enquiry ID 3981793
Agent ID 81429403
Issue Date 19 Sep 2023
Correspondence ID 1772026462
Your reference 61824

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S62048/9	Unit 9, 4 COWMEADOW RD MOUNT HUTTON 2290	\$77 667	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

FROM:

TO:

RE: Jovanovic Sale

PROPERTY: 9/4 Cowmeadow Road, Mount Hutton

We make the following requisitions herein:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act, 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) Has either the Vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15. In respect of the property and the common property:-
- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act, 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making or an upgrading or demolition order in respect of any building or structure?
 - (c) Has the Vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the Vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act, 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) Please identify the building work carried out;
 - (ii) When was the building work completed?
 - (iii) Please state the builder's name and licence number;
 - (iv) Please provide details of insurance under the *Home Building Act, 1989*.
16. Has the Vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) Did its installation or construction commence on or after 1 August 1990?
 - (b) Has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act, 1919* and *Local Government Act, 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act, 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act, 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;

- (f) Originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion.
 - (b) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act, 1991* or the *Encroachment of Buildings Act, 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the Vendor aware of:
 - (i) Any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) Any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) Any latent defects in them?
 - (d) Has the Vendor any notice or knowledge of them being affected by the following:
 - (i) Any resumption or acquisition or proposed resumption or acquisition?
 - (ii) Any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) Any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser?
 - (iv) Any sum due to any local or public authority recoverable from the Purchaser? If so, it must be paid prior to completion.
 - (v) Any realignment or proposed realignment of any road adjoining them?
 - (vi) Any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of schedule 1 of the *Taxation Administration Act, 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a Power of Attorney, then at least 7 days prior to completion a copy of the registered Power of Attorney should be produced and found in order.
27. If the Vendor has or is entitled to have possession of the title deeds, the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The Purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.