

Contract for the sale and purchase of land 2022 edition

TERM vendor's agent	MEANING OF TERM McGrath Long Jetty 145 The Entrance Road THE ENTRANCE, 2261	NSW DAN: phone: 43318000 email: LongJetty@mcgrath.com.au ref: Scott Falconer Ph: 0438 825 662
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co-agent

vendor Peter Charles Anderson, Janette Ann Anderson
Unit 1, 49-53 Hutton Road, THE ENTRANCE NORTH, NSW 2261

vendor's solicitor	Link Legal and Conveyancing Pty Ltd 374 Main Road NORAVILLE NSW 2263	phone: 02 4302 1698 email: julie@llac.com.au ref: 245535
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date for completion land (address, plan details and title reference)	42 days after the contract date Unit 1 49-53 HUTTON RD THE ENTRANCE NORTH NSW 2261 Lot 1 STRATA PLAN 74062 Folio Identifier 1/SP74062	(clause 15)
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improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool, solar pool heating
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attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Automatic garage door opener, fridge, washing machine, dryer
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exclusions
purchaser

purchaser's solicitor

price
deposit _____ (10% of the price, unless otherwise stated)
balance

contract date _____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
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- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable NO yes
- GST:** Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" 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 that is to be lodged with a relevant plan <input checked="" 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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" 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 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" 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	

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

Stone Strata
 Central Coast Highway, Erina Heights, NSW 2260
 hello@strataa.com.au
 4312 3005

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 mortgage).**
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.

UNIT 1, 49-53 HUTTON RD THE ENTRANCE NORTH NSW
2267

Additional Clauses

1. Notice to Complete

- 1.1 If either party fails to complete by the completion date, the other party is entitled to serve a notice to complete at any time (which shall not give less than fourteen (14) days after the date of service of the notice).
- 1.2 The parties agree that fourteen (14) days is a reasonable and sufficient period for a notice to complete making the time for completion essential.
- 1.3 The party serving the notice to complete reserves the right to withdraw the notice at any time and reissue an additional notice at any time.
- 1.4 If the vendor issues a notice to complete, the purchaser shall allow \$220.00 at settlement to the vendor for additional legal fees incurred for this.

2. Delayed Completion

- 2.1 In the event that completion does not take place by the completion date and the vendor is ready, willing, and able to complete, the purchaser shall pay interest on the balance of the purchase price at the rate of 8% per annum calculated daily immediately after the date for completion ending on and including the date of completion.
- 2.2 Additional clause 2.1 is an essential term of this contract and the purchaser cannot require the vendor to complete until the interest payable under additional clause 2.1 is paid.
- 2.3 The interest payable under additional clause 2.1 is a genuine pre-estimate of the vendor's damages as a result of the purchaser's failure to complete on the completion date and is not a penalty.

3. Purchaser Acknowledgements

The Purchaser acknowledges the following:

- 3.1 The purchaser has not entered into this contract as a result of any representation made by the vendor or anyone on behalf of the vendor, other than those stipulated in this contract;
- 3.2 The purchaser has entered into this contract relying on their own enquiries and inspection of the property and the purchaser shall be deemed to have satisfied themselves in this respect;
- 3.3 The property including its improvements, are sold in their present state of condition and repair subject to all latent and patent defects, and subject to any infestation and dilapidation; and

The purchaser shall make no objection, requisition or claim for compensation in respect of any improvements erected thereon or the inclusions which form part of this Contract.

4. Real Estate Agent

The purchaser warrants that they were not introduced to the property or the vendor by any agent or other person who may be entitled to claim commission other than the agent named as 'the vendor's agent' on the front page of this contract. If any agent other than 'the vendor's agent' makes a successful claim for commission against the vendor, the purchaser shall indemnify the vendor against this claim and any costs being a breach of their warranty under this clause. The purchaser shall pay the amount of commission and any costs incurred. This warranty shall not merge on completion of this contract.

5. Solicitor/Conveyancer Amendments

The parties hereby authorise and agree to allow the solicitor/conveyancer acting for them to make written amendments to this contract as agreed between the parties.

6. Requisitions on title

For the purpose of clause 5.1, the attached requisitions to this contract are the only form of requisitions to be answered by the vendor unless further requisitions are raised.

7. Deposit Bond or Bank Guarantee

If the vendor agrees to accept a Deposit Bond or Bank Guarantee, the following applies:

- 7.1 The delivery of the Deposit Bond or Bank Guarantee to the vendor's representative or other person nominated in this contract to hold the deposit, to the extent of the amount guaranteed under the Bond, is deemed to be payment of the deposit in accordance with this contract.
- 7.2 On completion of this contract, the purchaser shall pay to the vendor the amount stipulated under the Bond or Guarantee in addition to all other monies payable under this contract.
- 7.3 In the event that the vendor serves a notice terminating this contract, then to the extent that the amount has not already been paid by the guarantor under the Bond or Guarantee, then the purchaser shall immediately pay the outstanding balance of the deposit to the vendor's representative or other person nominated in this contract.
- 7.4 The vendor agrees that payment of the outstanding balance of the deposit by the guarantor under the Bond or Guarantee shall satisfy the purchaser's obligation for payment under additional clause 7.3.

8. Death, Mental Illness and Bankruptcy

In the event that one or more vendors or one or more purchasers prior to completion:

- 8.1 dies, becomes mentally ill (as defined by section 4 of the *Mental Health Act 2007 (NSW)*) or becomes bankrupt; or
- 8.2 if the vendor or purchaser is a company, and resolve to enter into liquidation or provisional liquidation, enter into any scheme or arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)* or have any liquidator, provisional liquidator, receiver, manager, controller or administrator appointed in respect of the party or any of its assets,

then either party may rescind this contract in writing whereupon provisions of clause 19 shall apply.

9. Release of Deposit

- 9.1 The purchaser acknowledges and hereby authorises the vendor's agent or representative to release an amount of the deposit as is required by the vendor for the purpose of payment of a deposit or stamp duty for a purchase of any property in Australia to a real estate agent or solicitor/conveyancer trust account. Provided however that such deposit shall not be further released.
- 9.2 If the vendor requires the deposit to be made available for completion to release the property from any mortgage or charge secured over the property, the purchaser acknowledges and hereby authorises the vendor's agent holding the deposit, to transfer the deposit to the vendor's representative to be held in trust only to be used on completion.

10. Payment of Deposit

- 10.1 Clause 2 of this Contract is varied as set out in this special condition.
- 10.2 The deposit is 10% of the purchase price being \$.
- 10.3 The deposit must be paid by the purchaser in the following way:
 - (a) \$ before the expiration of the cooling off period of this contract, and this time is essential; and
 - (b) \$ on the completion date, and this time is essential.
- 10.4 The vendor may recover from the purchaser as a liquidated debt the deposit or any part of it which has not been paid by the purchaser by the due date.

11. Conditions in the event of an Auction

The following conditions for auction apply:

- 11.1 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely that a bid may be made on behalf of the seller by the auctioneer.
- 11.2 The highest bidder is the purchaser, subject to any reserve price.
- 11.3 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 11.4 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 11.5 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.
- 11.6 A bid cannot be made or accepted after the fall of the hammer.
- 11.7 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 11.8 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 11.9 One bid only may be made on behalf of the seller by the auctioneer on behalf of the seller.
- 11.10 When making a bid on behalf of the seller, the auctioneer must clearly state that the bid was made on behalf of the seller.

12. Extension of Completion and Cooling Off period due to Christmas closure

In the event that the Completion Date falls due during the period 23 December 2024 and 15 January 2025 inclusive, then the Completion Date shall be deemed to be extended to 16 January 2025.

The parties agree that no notices including a Notice of Rescission or Notice to Complete shall be served during the closure dates or deemed received.

Further, any contracts that are dated between 21 December 2024 and 13 January 2025 the cooling off period shall be deemed to be extended until 13 January 2025.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor **Peter Charles Anderson and Janette Ann Anderson**
Purchaser
Property **Unit 1/49-53 Hutton Road, The Entrance North**
Date

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
Adjustments
10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. 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.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 14. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and license number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 15. 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?
 16. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
 17.
 - (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

18. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licenses, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the

following:

- (i) any resumption or acquisition or proposed resumption or acquisition?
- (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
- (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
- (v) any realignment or proposed realignment of any road adjoining them?
- (vi) any contamination of them?

Owners corporation management

- 19. Has the initial period expired?
- 20. If the property includes a utility lot, please specify the restrictions.
- 21. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 22. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?
Capacity
- 23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
Requisitions and transfer
- 24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 25. 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.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. 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.



FOLIO: 1/SP74062

SEARCH DATE	TIME	EDITION NO	DATE
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20/8/2024	2:55 PM	6	2/3/2023

LAND

LOT 1 IN STRATA PLAN 74062
AT NORTH ENTRANCE
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

JANETTE ANN ANDERSON
PETER CHARLES ANDERSON
AS JOINT TENANTS (T AQ275927)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74062
2 AS896903 MORTGAGE TO GATEWAY BANK LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP74062

SEARCH DATE	TIME	EDITION NO	DATE
20/8/2024	2:55 PM	5	18/1/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74062
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NORTH ENTRANCE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF WALLARAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP74062

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74062
ADDRESS FOR SERVICE OF DOCUMENTS:
C/-CENTRAL COAST STRATA MANAGEMENT
PO BOX 160
THE ENTRANCE
NSW 2261

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B152303 LAND EXCLUDES MINERALS AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 AN367960 INITIAL PERIOD EXPIRED
- 4 AR800862 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74062

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 781	2	- 764	3	- 772	4	- 729
5	- 708	6	- 721	7	- 837	8	- 944
9	- 944	10	- 986	11	- 986	12	- 828

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

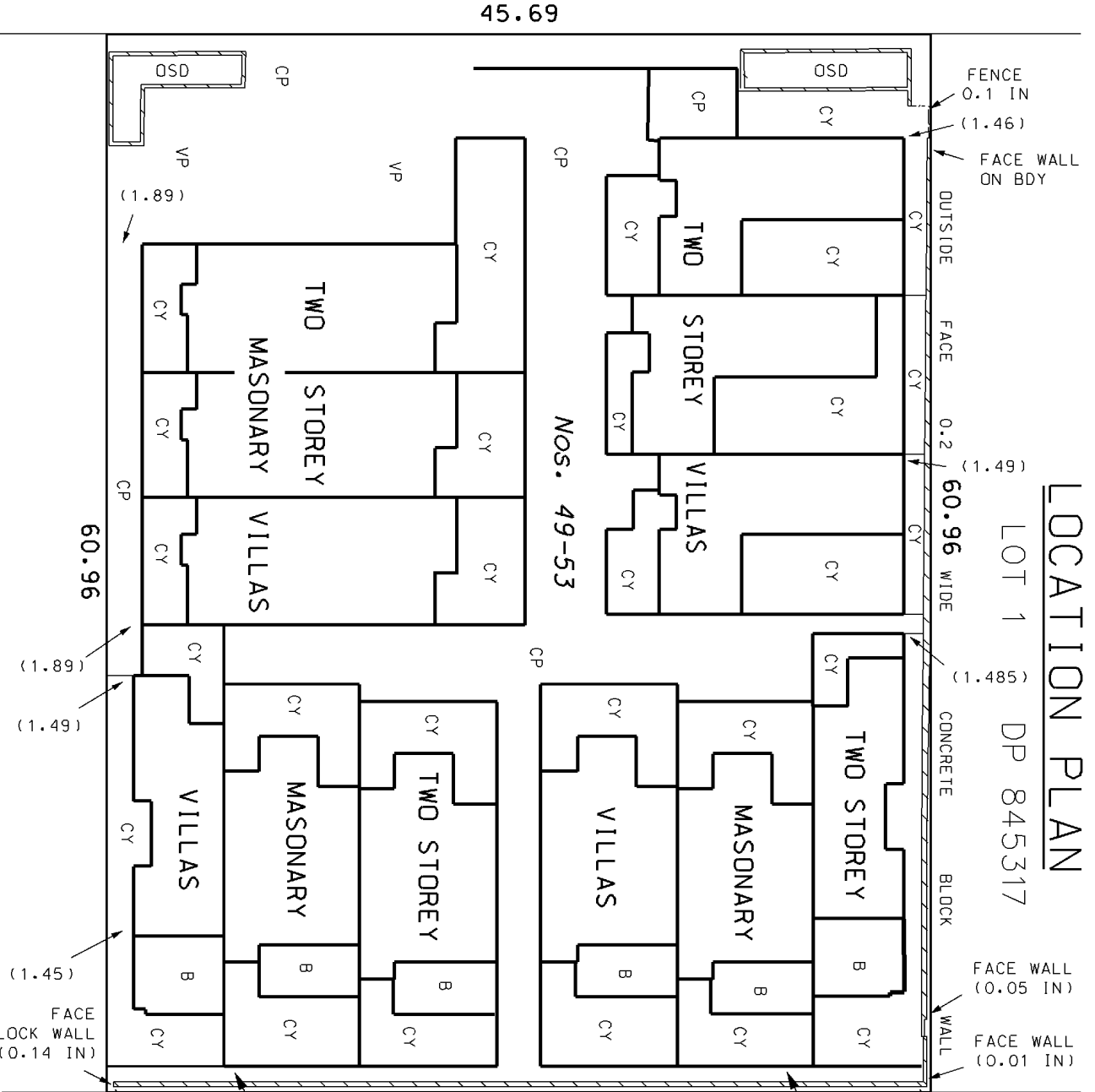
HUTTON ROAD

LOCATION PLAN

LOT 1 DP 845317

LOT 1
 DP 46745

SP74062



LOT 5 DP 11341

Reduction Ratio 1 : 250

Lengths are in metres

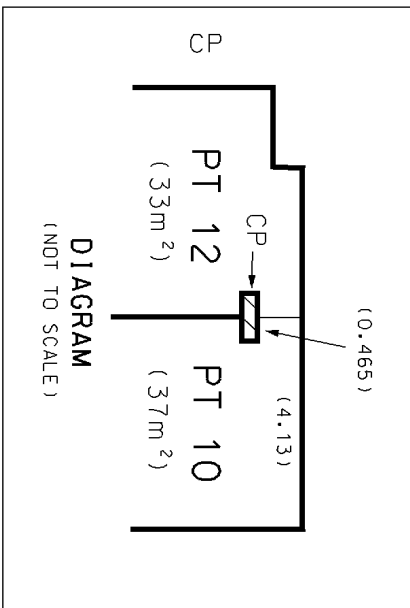
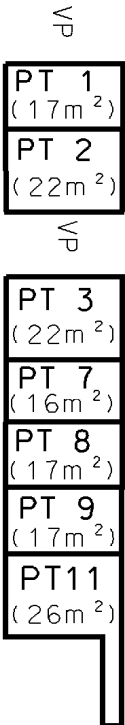
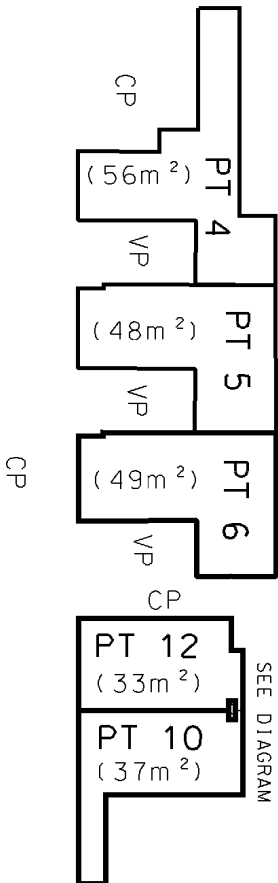
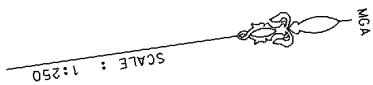


SCALE : 1:250

Surveyor Registered under Surveyors Act 1929
 SURVEYORS REFERENCE : 67510 - MAJENTA - CHECKLIST
 Authorised Person/General Manager/Accredited Certifier

BASEMENT

SP74062



NOTE:

ALL AREAS ARE APPROXIMATE ONLY

SOME OF THE GARAGE WALLS ARE MADE OF STEEL FRAME AND SECURITY MESH AND ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY

VP DENOTES VISITOR PARKING AND ARE COMMON PROPERTY

GARAGE DOOR & ASSOCIATED MECHANISMS ARE COMMON PROPERTY

Reduction Ratio 1 : 250

Lengths are in metres



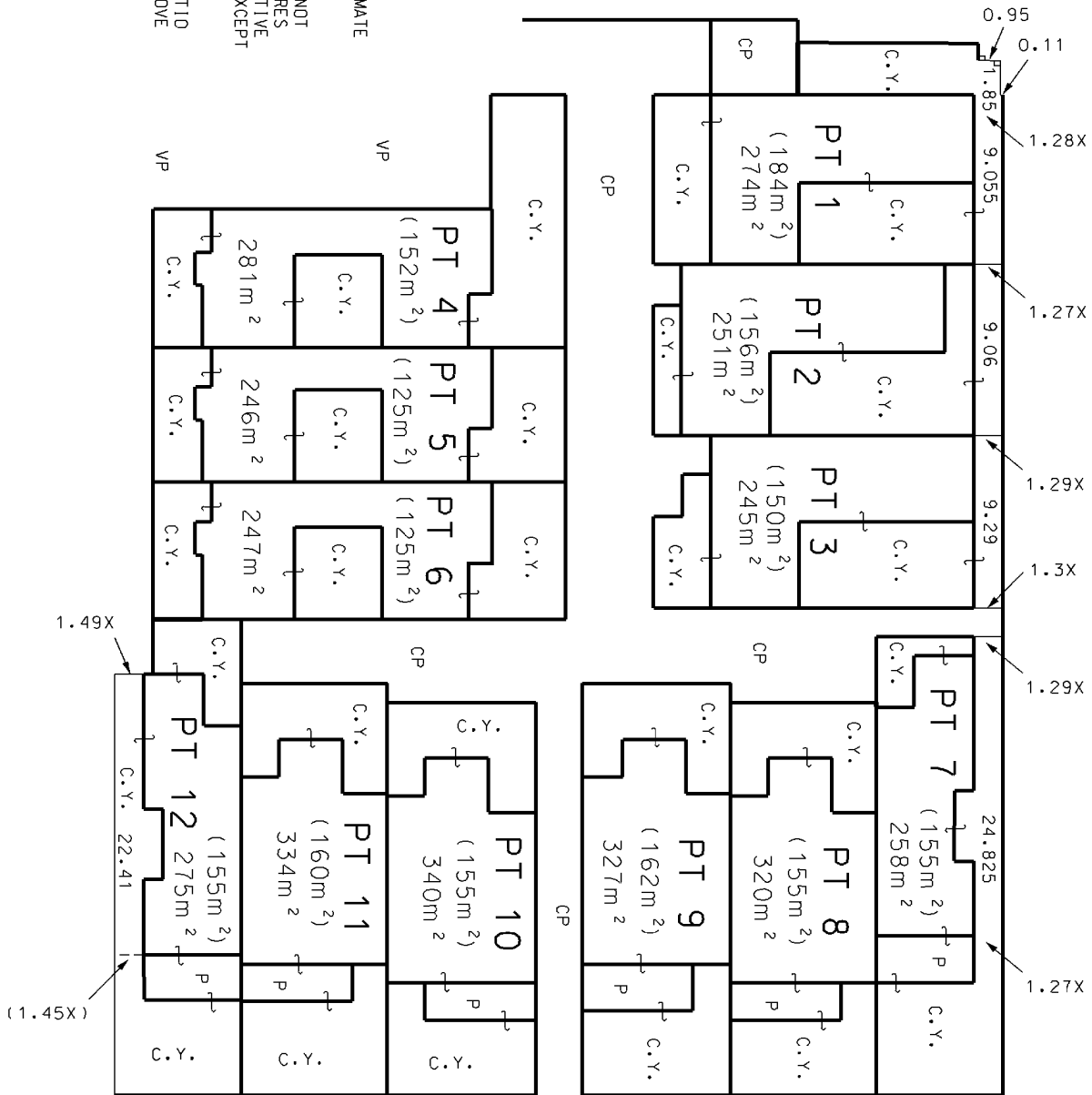
Surveyor Registered under Surveyors Act 1929

Authorised Person/General Manager/Accredited Certifier

SURVEYORS REFERENCE : 67510 - MALENITA - CHECKLIST

GROUND FLOOR

SP74062



NOTES:

ALL AREAS AND DIMENSIONS ARE APPROXIMATE ONLY.

THE STRATUM OF THE COURTYARDS WHERE NOT TILED IS LIMITED TO A DEPTH OF 2 METRES BELOW THE GROUND FLOOR OF THE RESPECTIVE RESIDENCE FORMING PART OF THAT LOT EXCEPT WHERE COMMON PROPERTY/SLAB EXISTS.

THE STRATUM OF THE COURTYARDS AND PATIO IS LIMITED IN HEIGHT TO 10 METRES ABOVE ITS TILED BASE EXCEPT WHERE COVERED.

C.Y. DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

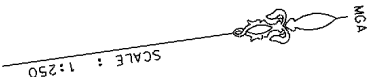
P DENOTES TILED PATIO

X DENOTES PROLONGATION OF FACE OF WALL

VP DENOTES VISITOR PARKING (AND IS COMMON PROPERTY)

Reduction Ratio 1 : 250

Lengths are in metres



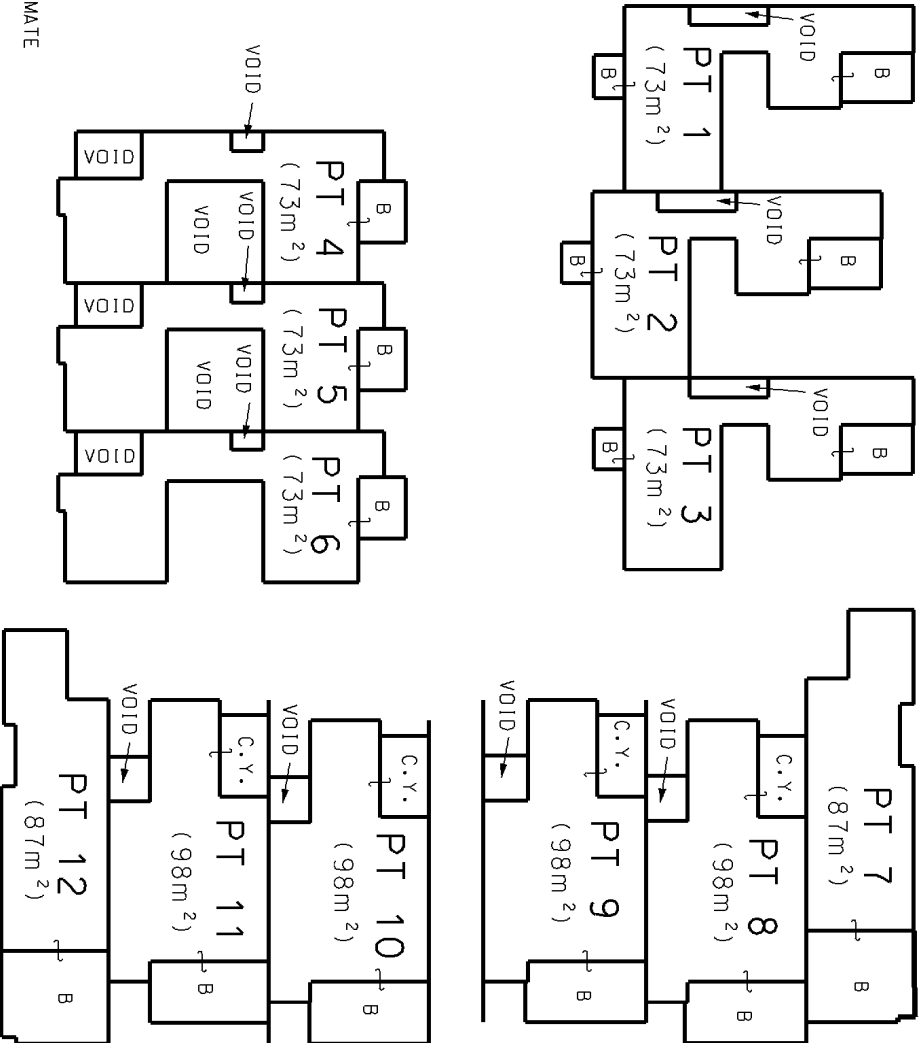
Surveyor Registered under Surveyors Act 1929

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 67510 - MAJENTA - CHECKLIST

FIRST FLOOR

SP74062



NOTES:

ALL AREAS AND DIMENSIONS ARE APPROXIMATE ONLY.

THE STRATUM OF THE COURTYARDS AND BALCONIES (WHERE NOT COVERED) IS LIMITED IN HEIGHT TO 10 METRES ABOVE ITS TILED BASE.

C.Y. DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

B DENOTES TILED BALCONY

Reduction Ratio 1 : 250

Lengths are in metres



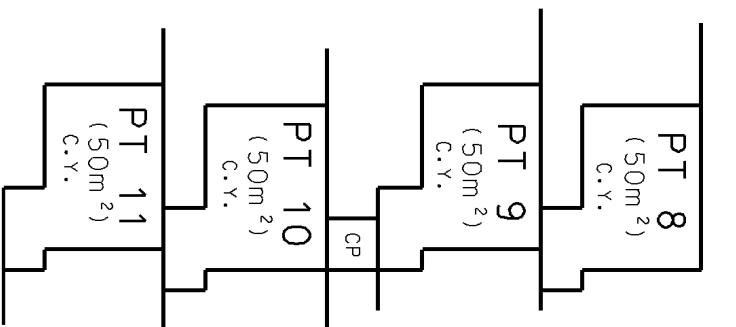
Surveyor Registered under Surveyors Act 1929


Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 67510 - MALENIA - CHECKLIST

ROOF TERRACE

SP74062



MGA

 SCALE : 1:250

NOTES:

ALL AREAS AND DIMENSIONS ARE APPROXIMATE ONLY.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 15 METRES ABOVE THE SURFACE OF THE COURTYARD.

C.Y. DENOTES TITLED COURTYARD

CP DENOTES COMMON PROPERTY

Reduction Ratio 1 : 250

Lengths are in metres



Surveyor Registered under Surveyors Act 1929

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 57510 - MAJENTA - CHECKLIST

STRATA PLAN FORM 3

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

* OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 204 IN
 DP 1076968

SP74062

Registered:



20.04.2005

Strata Certificate

Surveyor's Certificate

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

I, Royston W. LOWE
 of LOVEGROVE OXLEY CONSULTANTS PTY LTD
 a surveyor registered under the Surveying Act, 2002, hereby certify that:

* strata plan/ ~~strata plan of subdivision~~
 illustrated in the annexure to this certificate.

- (1) each applicable requirement of
 - * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 - * Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
 has been met;
- (2) ~~(a) the building encroaches on a public place;~~
 * (b) the building encroaches on land (other than a public place), in
 respect of which encroachment an appropriate easement:
 * has been created by registered +
 * is to be created under section 88B of the Conveyancing Act 1919
- (3) * the survey information recorded in the accompanying location
 plan is accurate.

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

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

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

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

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

Date: 4 April 2005
 Subdivision No. SC05/002
 Accreditation No. 276488 LEAST
 Relevant Development Consent No. DA-1400/2004/A
 Issued by Wyong Shire Council

Authorised Person / General Manager / Accredited Certifier

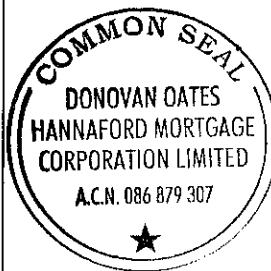
* Complete or delete if applicable.

Signature:

Date: 28 OCTOBER 2004

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

SIGNATURES AND SEALS ONLY



Director / Secretary

Signed for and on behalf of St Lawrence
Worthington Pty Ltd
 under Power of Attorney Book No: 4444 487
 by the Attorney

Signature of Attorney
Alisha Wood
 Name of Witness

 Signature of Witness

And I declare I have no notice of revocation of the Po
 of Attorney at the time of execution of this docume

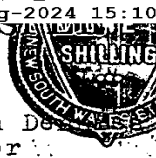
SIGNED BY MACENTA DEVELOPMENTS
 PTY LIMITED UNDER SECTION 127(1)
 OF THE CORPORATIONS ACT

MICHAEL FRANCIS BYRNE - SOLE DIRECTOR
 & SOLE SECRETARY

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

SURVEYOR'S REFERENCE: 67510 NORTH ENTRANCE CHECKLIST

(REAL PROPERTY ACT, 1900.)



B152303D

EDITH DENNISS wife of Walter John Dennis
Tiggerah Boarding House proprietor

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of One hundred pounds
(£100) (the receipt whereof is hereby acknowledged) paid to me by

ARTHUR THOMAS PAYNE of Newtown dealer

(herein called transferee)

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

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Wallarah	Part being Lot 2 Deposited Plan 11341	3406	160

~~And the transferee covenants with the transferor~~
Reserving thereout to the Transferor all veins mines and seams of coal and
all other minerals of every description lying within and under the said
land or any part thereof.

The Purchaser for himself and his assigns HEREBY for the benefit of the
adjoining land in the above Certificate of Title, but only during the
ownership thereof by the Vendor her executors administrators and assigns
other than Purchasers on sale COVENANTS with the Vendor her executors
administrators and assigns that no fence shall be erected on the land
hereby conveyed or transferred to divide it from such adjoining land
without the consent of the Vendor her executors administrators or
assigns but such consent shall not be withheld if such fence is erected
without expense to the Vendor her executors administrators or assigns
and in favour of any person dealing with the Purchaser or his assigns
such consent shall be deemed to have been given in respect of every such
fence for the time being erected. AND this restriction may be released
varied or modified by the owner or owners for the time being of such
adjoining land.

ENCUMBRANCES, &c.; REFERRED TO.*

~~Reservations noted on Certificate of Title~~

Signed at Wing the twentieth day of November 1924
'Signed in my presence by the transferor'
EDITH DENNISS
WHO IS PERSONALLY KNOWN TO ME

Edith Dennis
Transferor.*

*Signed
SIGNED IN MY PRESENCE BY THE TRANSFERREE
ARTHUR THOMAS PAYNE
WHO IS PERSONALLY KNOWN TO ME

Arthur Thomas Payne
Transferree.

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

Trusts must not be disclosed
the transfer)
less estate, strike out " in
simple," and interline the
quired alteration.
to two or more, state
ether as joint tenants or
ants in common.
all the references cannot
conveniently inserted, a
m of annexure (obtainable
L.T.O.) may be added.
y annexure must be signed
the parties and their sig-
atures witnessed.
ese references will suffice if
e whole land in the grant or
ertificate be transferred.
part only add " and being
t sec. D.P.
being the land shown in
e plan annexed hereto,
being the residue of the
nd in certificate (or grant)
gistered Vol. Fol.
here the consent of the
cal council is required to
subdivision the certificate
nd plan mentioned in
e L. G. Act, 1919, should
company the transfer.
rike out if unnecessary.
venants should comply
th section 89 of the
veyancing Act, 1919.
ere also should be set forth
y right-of-way or easement
exception.
ny provision in addition to
modification of the
ovenants implied by the
ct may also be inserted.
very short note will suffice.

f executed within the State
his instrument should be
igned or acknowledged before
he Registrar-General, or
Deputy Registrar-General, or
Notary Public, a J.P., or
ommissioner for Affidavits,
o whom the Transferor is
nown, otherwise the attest-
ng witness must appear
efore one of the above func-
ionaries to make a declara-
ion in the annexed form.
s to instruments executed
isewhere, see page 2.

Repeat attestation if
ecessary.
f the Transferor or Trans-
ferree signs by a mark, the
attestation must state " that
the instrument was read over
and explained to him, and
that he appeared fully to
understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CONSENT OF MORTGAGEE.

I. The Commercial Bank of Australia Limited mortgagee under Mortgage No. A899434 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

THE COMMERCIAL BANK OF AUSTRALIA, LIMITED.
 by its Attorney

Dated at Sydney this 11th. day of November 1924

Signed in my presence by Harry Edward Weston as Attorney for The Commercial Bank of Australia Ltd. who is personally known to me.

[Signature]
 Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 8328 Miscellaneous Register under the authority of which he has just executed the within transfer.

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

Signed at Sydney the 11th. day of November 1924

Signed at the place and on the date above-mentioned, in the presence of—
[Signature] The Commercial Bank of Australia Ltd., Sydney.

[Signature]

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at Sydney, the 11th. day of November, one thousand nine hundred and twenty four, the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

MEMORANDUM OF TRANSFER OF

Acres... roads... perches.

Lot 2 D.P. 11341 at the entrance to Tuggerah Beach Lakes

Shire of Erina Municipality Parish... County... (subject to covenant) (Reserving mines & minerals etc)

Arthur Thomas Payne Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Particulars entered in Register Book, Vol. 3406 Fol. 160.

INDEXED

BY 24th NOV 1924 day of November 1924
 CHECKED BY at 5 minutes pt 12 o'clock in the afternoon.



B 152303

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records	CB	26.11.24
Draft written		
Draft examined		
Diagram prepared	RSB	25.11.24
Diagram examined		
Draft forwarded		
Supt. of Engrossers		28 NOV 1924
Cancellation Clerk		
VOL. 3669		FOL. 7
Diagram Fees		
Additional Folios		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN367960Q

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/SP 74062	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	BOX 30P L J KANE & CO LLPN 123818G Reference: ASS: 74062	CODE CH

(C) The Owners-Strata Plan No. 74062 certify that a special resolution was passed on 22/5/2018

(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 2

Amended by-law No. SPECIAL BY-LAW 1

as fully set out below:
SEE ANNEXURE A

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

(G) The seal of The Owners-Strata Plan No. 74062 was affixed on 22/5/2018 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: [Signature]

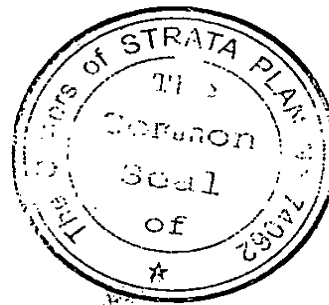
Name: NEILL WILLIAMS

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



ANNEXURE A

SPECIAL BY-LAW 1 – ANIMALS

1. BYLAW 16 IN SCHEDULE 1 (MODEL BYLAWS) TO THE REGULATIONS TO THE STRATA SCHEMES MANAGEMENT ACT 1996 (TO THE EXTENT THAT IT IS OF ANY EFFECT) IS REPEALED.

2. Option B

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

SPECIAL BY-LAW 2 – POOLS AND SPAS

A. DEFINITIONS

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

"Act" means *Strata Schemes Management Act 2015* (NSW) as amended from time to time and all regulations and all other delegated legislation of any kind made pursuant to it;

"Council" means the local council from time to time with jurisdiction over Strata Plan No 74062;

"Lot" means a lot of Strata Plan 74062;

"Owner" or "Owners" mean the registered proprietor or proprietors from time to time of a Lot;

"Owners Corporation" means The Owners-Strata Plan No 74062; and

"Use" has the meaning given to that term in clause B(1) of this by-law.

2. Where any terms used in this by-law are defined in the Act they will have the same meaning as those words are attributed under that Act.

B. EXCLUSIVE USE AND RESPONSIBILITY

1. On the conditions set out in this by-law each Owner shall as outlined below have a right of exclusive use and enjoyment in respect of such common property of Strata Plan 74062 necessary to enjoy, cause and keep the following ("Use"):

Lot 1

(a) the Owner and/or occupier from time to time of Lot 1 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 1. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the pool; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 2

(b) the Owner and/or occupier from time to time of Lot 2 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 2. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 3

(c) the Owner and/or occupier from time to time of Lot 3 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 3. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 4

(d) the Owner and/or occupier from time to time of Lot 4 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 4. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 5

(e) the Owner and/or occupier from time to time of Lot 5 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 5. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 6

(f) the Owner and/or occupier from time to time of Lot 6 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 6. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 8

(g) the Owner and/or occupier from time to time of Lot 8 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 8. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the spa; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 9

(h) the Owner and/or occupier from time to time of Lot 9 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 9. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the spa; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 10

(i) the Owner and/or occupier from time to time of Lot 10 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 10. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the spa; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 11

(j) the Owner and/or occupier from time to time of Lot 11 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 11. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the spa; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062.

C. CONDITIONS

1. Compliance

In complying with the duty under clause B the Owner must:

- (a) use good-quality and appropriate materials;
- (b) comply with any relevant manufacturer's specifications;
- (c) not allow the unreasonable obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the common areas of the strata scheme;
- (d) not unnecessarily damage other common property or the property of an owner or occupier of another Lot. In the event any unnecessary damage caused or contributed by the works or compliance with clause B arises, it must be promptly repaired upon request;
- (e) upon request provide to the Owners Corporation copies of all contracts, warranties, and guarantees concerning any work or materials.

2. Indemnity

The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Use including any repairs and/or upkeep related to the Use.

3. No conditions

The Owners Corporation imposes no conditions pursuant to section 143(2) of the Act except as expressly provided in this by-law.

4. Breach

If the Owner is in breach of any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover the costs of the rectification

together with the expenses of the Owners Corporation incurred in recovering those costs as a debt due from the Owner. The Owners Corporation may also, with reasonable notice, by itself, its agents, servants and contractors, enter a Lot to rectify any breach of this by-law.

5. Expenses

If the Owner breaches any part of this by-law, the Owner must meet all expenses of the Owners Corporation incurred in the investigation, rectification or enforcement of this by-law.

**CONSOLIDATED BY-LAWS FOR
STRATA PLAN NO. 74062
49-53 HUTTON ROAD, NORTH ENTRANCE**

- 1 Noise**
 - 2 Vehicles**
 - 3 Obstruction of common property**
 - 4 Damage to lawns and plants on common property**
 - 5 Damage to common property**
 - 6 Behaviour of owners and occupiers**
 - 7 Children playing on common property in building**
 - 8 Behaviour of invitees**
 - 9 Depositing rubbish and other material on common property**
 - 10 Drying of laundry items**
 - 11 Cleaning windows and doors**
 - 12 Storage of inflammable liquids and other substances and materials**
 - 13 Changes to floor coverings and surfaces**
 - 14 Floor coverings**
 - 15 Garbage Disposal**
 - 16 Keeping of animals – Repealed See Special By-Law 1**
 - 17 Appearance of lot**
 - 18 Change in use of lot to be notified**
 - 19 Provision of amenities or services**
 - 20 Compliance with planning and other requirements**
- SPECIAL BY-LAW 1 – Animals (Resolution passed 15/12/17)**
SPECIAL BY-LAW 2 – Pools and Spas (Resolution passed 15/12/17)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

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

Note This by-law previously referred to section 62 of the Act (being the Strata Schemes Management Act 1996.)

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, 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

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

12 Storage of inflammable liquids and other substances and materials

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

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

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 garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place 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 garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council s requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local councils requirements.

16 Keeping of animals (repealed, See Special By-Law 1)

17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

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

20 Compliance with planning and other requirements

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

SPECIAL BY-LAW 1 – ANIMALS

1. BYLAW 16 IN SCHEDULE 1 (MODEL BYLAWS) TO THE REGULATIONS TO THE STRATA SCHEMES MANAGEMENT ACT 1996 (TO THE EXTENT THAT IT IS OF ANY EFFECT) IS REPEALED.

2. Option

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

(2) The owners corporation must not unreasonably withhold its approval to the keeping of an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, a small dog or a small caged bird on the lot then the owner or occupier must:

- a. notify the owners corporation that the animal is being kept on the lot, and
- b. keep the animal within the lot, and
- c. carry the animal or suitably restrain it by lead or harness 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.

SPECIAL BY-LAW 2 – POOLS AND SPAS

A. DEFINITIONS

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

“Act” means *Strata Schemes Management Act 2015* (NSW) as amended from time to time and all regulations and all other delegated legislation of any kind made pursuant to it;

“Council” means the local council from time to time with jurisdiction over Strata Plan No 74062;

“Lot” means a lot of Strata Plan 74062;

“Owner” or “Owners” mean the registered proprietor or proprietors from time to time of a Lot;

“Owners Corporation” means The Owners–Strata Plan No 74062; and

“Use” has the meaning given to that term in clause B(1) of this by-law.

2. Where any terms used in this by-law are defined in the Act they will have the same meaning as those words are attributed under that Act.

B. EXCLUSIVE USE AND RESPONSIBILITY

1. On the conditions set out in this by-law each Owner shall as outlined below have a right of exclusive use and enjoyment in respect of such common property of Strata Plan 74062 necessary to enjoy, cause and keep the following (“Use”):

Lot 1

(a) the Owner and/or occupier from time to time of Lot 1 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 1. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the pool; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 2

(b) the Owner and/or occupier from time to time of Lot 2 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 2. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the pool; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 3

(c) the Owner and/or occupier from time to time of Lot 3 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 3. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 4

(d) the Owner and/or occupier from time to time of Lot 4 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 4. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 5

(e) the Owner and/or occupier from time to time of Lot 5 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 5. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 6

(f) the Owner and/or occupier from time to time of Lot 6 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 6. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the pool; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 8

(g) the Owner and/or occupier from time to time of Lot 8 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 8. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the spa; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 9

(h) the Owner and/or occupier from time to time of Lot 9 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 9. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the spa; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 10

(i) the Owner and/or occupier from time to time of Lot 10 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 10. The Owner shall be responsible for:-

a. the maintenance and upkeep of the water within the spa; and

b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa

equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 11

(j) the Owner and/or occupier from time to time of Lot 11 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 11. The Owner shall be responsible for:-

- a. the maintenance and upkeep of the water within the spa; and
- b. the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062.

C. CONDITIONS

1. Compliance

In complying with the duty under clause B the Owner must:

- (a) use good-quality and appropriate materials;
- (b) comply with any relevant manufacturer's specifications;
- (c) not allow the unreasonable obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the common areas of the strata scheme;
- (d) not unnecessarily damage other common property or the property of an owner or occupier of another Lot. In the event any unnecessary damage caused or contributed by the works or compliance with clause B arises, it must be promptly repaired upon request;
- (e) upon request provide to the Owners Corporation copies of all contracts, warranties, and guarantees concerning any work or materials.

2. Indemnity

The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Use including any repairs and/or upkeep related to the Use.

3. No conditions

The Owners Corporation imposes no conditions pursuant to section 143(2) of the Act except as expressly provided in this by-law.

4. Breach

If the Owner is in breach of any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify any such breach and may recover the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs as a debt due from the Owner. The Owners Corporation may also, with reasonable notice, by itself, its agents, servants and contractors, enter a Lot to rectify any breach of this by-law.

5. Expenses

If the Owner breaches any part of this by-law, the Owner must meet all expenses of the Owners Corporation incurred in the investigation, rectification or enforcement of this by-law.

FILM WITH



Approved Form 10

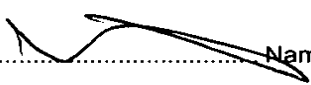
Certificate re Initial Period

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 74062 was affixed on ^ 22-05-2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: N.P. WILLIAMS Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

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

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

Lodger Details

Lodger Code 503902B
Name BUILDING BYLAWS
Address PO BOX 8274
BAULKHAM HILLS 2153
Lodger Box 1W
Email SERVICES@BYLAWSASSIST.COM.AU
Reference BLA/4331

Land Registry Document Identification

AR800862

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/SP74062	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP74062
Other legal entity

Meeting Date

24/11/2021

Repealed by-law No.

Details N/A

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-law No.3

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. SP74062

Signer Name SIMONE KASAD

Signer Organisation SIMONE KASAD

Signer Role PRACTITIONER CERTIFIER

Execution Date 15/01/2022

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

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/SP74062

(B) **LODGED BY**

Document Collection Box 1W	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153	CODE CH
	E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/4331	

(C) The Owner-Strata Plan No. 74062 certify that a special resolution was passed on 24/11/2021
 (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. _____
 Added by-law No. Special By-law No.3
 Amended by-law No. _____
 as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 74062 which includes new Added Special By-law No.3 starting from Page 10 of 12 respectively.

(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. 74062 was affixed on 21st December 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name : Helen Hughes
Authority : Strata Manager

Signature :

Name :

Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 74062

- 1 Noise**
 - 2 Vehicles**
 - 3 Obstruction of common property**
 - 4 Damage to lawns and plants on common property**
 - 5 Damage to common property**
 - 6 Behaviour of owners and occupiers**
 - 7 Children playing on common property in building**
 - 8 Behaviour of invitees**
 - 9 Depositing rubbish and other material on common property**
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 - 12 Storage of inflammable liquids and other substances and materials**
 - 13 Changes to floor coverings and surfaces**
 - 14 Floor coverings**
 - 15 Garbage Disposal**
 - 16 Keeping of animals – Repealed See Special By-Law 1**
 - 17 Appearance of lot**
 - 18 Change in use of lot to be notified**
 - 19 Provision of amenities or services**
 - 20 Compliance with planning and other requirements**
- SPECIAL BY-LAW 1 – Animals (Resolution passed 15/12/17)**
- SPECIAL BY-LAW 2 – Pools and Spas (Resolution passed 15/12/17)**
- SPECIAL BY-LAW 3 – Short-Term Accommodation Restrictions (Resolution passed 24/11/21)**

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

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

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

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note This by-law previously referred to section 62 of the Act (being the Strata Schemes Management Act 1996.)

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. Drying of laundry items

An owner or occupier of a lot must not, 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

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

12. Storage of inflammable liquids and other substances and materials

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

- (2) This 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. Changes to floor coverings and surfaces

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

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

- (b) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16. Keeping of animals (repealed, see Special By-Law 1)

17. Appearance of lot

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

18. Change in use of lot to be notified

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

19. Provision of amenities or services

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

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

20. Compliance with planning and other requirements

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

SPECIAL BY-LAW 1 - ANIMALS

1. BYLAW 16 IN SCHEDULE 1 (MODEL BYLAWS) TO THE REGULATIONS TO THE STRATA SCHEMES MANAGEMENT ACT 1996 (TO THE EXTENT THAT IT IS OF ANY EFFECT) IS REPEALED.

2. Option

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

SPECIAL BY-LAW 2 – POOLS AND SPAS

A. DEFINITIONS

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

“Act” means *Strata Schemes Management Act 2015 (NSW)* as amended from time to time and all regulations and all other delegated legislation of any kind made pursuant to it;

“Council” means the local council from time to time with jurisdiction over Strata Plan No 74062;

“Lot” means a lot of Strata Plan 74062;

“Owner” of **“Owners”** mean the registered proprietor or proprietors from time to time of a lot;

“Owners Corporation” means The Owners – Strata Plan No 74062; and

“Use” has the meaning given to that term in clause(1) of this by-law.

2. Where any terms used in this by-law are defined in the Act they will have the same meaning as those words and are attributed under that Act.

B. EXCLUSIVE USE AND RESPONSIBILITY

1. On the conditions set out in this by-law, each Owner shall as outlined below have a right of exclusive use and enjoyment in respect of such common property of Strata Plan 74062 necessary to enjoy, cause and keep the following ("Use"):

Lot 1

The owners and/or occupier from time to time of Lot 1 shall have the exclusive use and enjoyment of the tiles pool located in the courtyard on the ground floor of Lot 1. The owner shall be responsible for:

- (a) the maintenance and upkeep of the water within the pool; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 2

The Owner and/or occupier from time to time of Lot 2 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 2. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the pool; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 3

The Owner and/or occupier from time to time of Lot 3 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 3. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the pool; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 4

The Owner and/or occupier from time to time of Lot 4 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 4. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the pool; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 5

The Owner and/or occupier from time to time of Lot 5 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 5. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the pool; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 6

The Owner and/or occupier from time to time of Lot 6 shall have the exclusive use and enjoyment of the tiled pool located in the courtyard on the ground floor of Lot 6. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the pool; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated pool equipment which services and/or relates to the pool including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 8

The Owner and/or occupier from time to time of Lot 8 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 8. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the spa; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 9

The Owner and/or occupier from time to time of Lot 9 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 9. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the spa; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 10

The Owner and/or occupier from time to time of Lot 10 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 10. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the spa; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062;

Lot 11

The Owner and/or occupier from time to time of Lot 11 shall have the exclusive use and enjoyment of the spa located in the tiled courtyard of the roof terrace of Lot 11. The Owner shall be responsible for:-

- (a) the maintenance and upkeep of the water within the spa; and
- (b) the maintenance, upkeep, repair and replacement of all pumps, all filters and all associated spa equipment which services and/or relates to the spa including any pipes to the extent they are accessible and not within the common property structures of Strata Plan 74062.

C. CONDITIONS

1. Compliance

On complying with the duty under Clause B the owner must:

- (a) use good-quality and appropriate materials;
- (b) comply with any relevant manufacturer's specifications;
- (c) not allow the unreasonable obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the common areas of the strata scheme;
- (d) not unnecessarily damage other common property or the property of an owner or occupier of another Lot. In the event any unnecessary damage caused or contributed by the works or compliance with clause B arises, it must be promptly repaired upon request;
- (e) upon request provide to the Owners Corporation copies of all contracts, warranties, and guarantees concerning any work or materials.

2. Indemnity

The owner must indemnify the owners corporation against any liability or expense arising out of the use including any repairs and/or upkeep related to the use.

3. No conditions

The owners corporation imposes no condition pursuant to section 143(2) of the Act except as expressly provided in the by-law.

4. Breach

If the owner is in breach of any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may rectify any such breach and may recover the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs as a debt due from the owner. The owners corporation may also, with reasonable notice, by itself, its agents, servants and contractors, enter a lot to rectify any breach of this by-law.

5. Expenses

If the owner breaches any part of this by-law, the owner must meet all expenses of the owners corporation incurred in the investigation, rectification or enforcement of this by-law.

SPECIAL BY-LAW 3 – SHORT-TERM ACCOMMODATION RESTRICTIONS

A. General Obligations

- (1) An Owner of a lot must only use, or permit a Residential Lot to be used, for Residential Accommodation.
- (2) Notwithstanding **Clause A (1)** above, an Owner, whose lot is their principal place of residence, may use their lot for a Short-Term Accommodation Arrangement to accommodate paying guests and visitors from time to time.

B. Short-Term Accommodation Restrictions

Where an Owner is absent from the lot and that lot is not that Owner's principal place of residence, an Owner, or their Occupier, must—

- (i) not use that lot, for any type of Short-Term Accommodation Arrangement;
- (ii) not advertise or solicit, or permit or authorise any agent, servant or contractor to advertise or solicit for a Short-Term Accommodation Arrangement of less than three (3) months; and

- (iii) not end a residential tenancy agreement less than three (3) months into its term without lawful justification for doing so.

C. Owner's Obligations

- (1) Where an Owner of a Residential Lot uses their lot for a Short-Term Accommodation Arrangement as provided in **Clause A (2)** above, the owner must notify the Owners Corporation at least 21 days prior to commencing such an arrangement from their Lot and must ensure any consent from any governing authorities has been obtained.
- (2) An Owner or Occupier of a lot must ensure that the lot is not occupied by more than twice the number of approved bedrooms and must not use rooms for sleeping accommodation other than rooms designated as bedrooms on the Lot.
- (3) If a lot is subject to Short-Term Accommodation Arrangement, then the Owner must take all reasonable action to restrain any breach of the by-laws, or any other laws, by their paying guests and visitors, and shall be subject to any relevant Act or Regulations, including any Code of Conduct, imposed by any governing authorities.
- (4) If an Owner of a lot, allows any paying guests and visitors to stay on their lot under a Short-Term Accommodation Arrangement, the Owner must take all reasonable actions to make those paying guests and visitors aware of, and must ensure compliance with, the by-laws applicable to the strata scheme, to ensure those paying guests and visitors do not cause a nuisance to any other Owners or Occupiers, or affect the use and enjoyment of their lot and common property, including that their paying guests and visitors:
 - (a) do not make too much noise on the Lot and common property;
 - (b) do not block any residential parking, visitors parking or any part of common property;
 - (c) do not damage the common property; and
 - (d) take steps to ensure rubbish is disposed of correctly.
- (5) The Owners Corporation is empowered to impose any reasonable restrictions in respect of any Short-Term Accommodation Arrangement undertaken on a lot by an Owner on the Strata Scheme.
- (6) If an Owner receives more than two (2) notices in two years from the owners corporation for breach of the by-laws under s146 of the *Strata Schemes Management Act 2015*, by their paying guests and visitors, then the owners corporation may take action against the Owner to have any rights to accommodate paying guests and visitors under a Short-Term Accommodation Arrangement suspended or revoke in accordance with the *Strata Schemes Management Act 2015* or any corresponding regulations.

D. Action for failure to comply with laws

- (1) If an Owner, or their Occupier, fails to comply with the terms of this by-law and as a consequence, any local authority issues an Order or commences proceedings under the *Environmental Planning and Assessment Act 1979 (NSW)* in relation to that lot then the Owner or Occupier must indemnify the Owners Corporation for its costs of defending such an action and any penalty imposed.
- (2) Further, if an Owner or Occupier of a lot fails to comply with this by-law or any other laws, then the Owners Corporation, at its sole discretion, may do all things necessary to enforce the terms of this by-law, or any relevant law, including but not limited to:

- (a) commencing and prosecuting any action before any Court or Tribunal of competent jurisdiction; and/or
 - (b) assisting the local authority in any legal proceedings.
- (3) The Owner or Occupier must indemnify the Owners Corporation with respect to any expenses reasonably incurred by the Owners Corporation in relation to any proceedings referred to in **Clause D (1) and (2)** above.

E. Definitions and Interpretations

In this by-law,

- (a) **“Owner”** means any owner or owners of a lot from time to time on strata plan 74062.
- (b) **“Occupier”** means a tenant, lessee, licensee, sub-lessee or sub-licensee of a lot from time to time on strata 74062.
- (c) **“Residential Lot”** means a lot in the strata plan 74062 that has development approval from the local authority and approval from the Owners Corporation to be used for Residential Accommodation.
- (d) **“Residential Accommodation”** means permanent residential occupation of a lot as approved by the local authority.
- (e) **“Short-Term Accommodation Arrangement”** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the regulations not to be a short-term rental accommodation arrangement.

The seal of The Owners-Strata Plan No 74062 was affixed on 21st December '21 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): 

Name(s) [use block letters]: Helen Hughes

Authority: Strata Manager





Link Legal & Conveyancing
374 Main Rd
NORAVILLE NSW 2263

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid: \$69.00

Receipt No:

Receipt Date: 20 August 2024

Property Address: 1/49-53 Hutton Road, THE ENTRANCE NORTH NSW 2261

Property Description: Lot 1 SP 74062

Property Owner: Mr P C Anderson and Mrs J A Anderson

Certificate No: 77730

Reference No: MM:245535:288821

Date of Issue: 21-Aug-2024

The information contained within this certificate relates to the land.



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259

Gosford Office: 91-99 Mann Street, Gosford

P 02 4306 7900 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979**

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
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(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

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

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans 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

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

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

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
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(a) Identity of the Zone

Lot 1 SP 74062

R1 General Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

- (i) development that may be carried out within the zone without the need for development consent,
- (ii) development which may not be carried out within the zone except with development consent and
- (iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

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

No

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

No

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

None

3	CONTRIBUTION PLANS
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The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

The land is subject to The Entrance District Development Contributions Plan.

4	COMPLYING DEVELOPMENT
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Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) and 1.19.

HOUSING CODE

Complying development under the Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- The land is identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- The land is identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental*

Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- The land is identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- The land is identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply.

This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

The land is affected by specific land conditions:

- The land is identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

5	EXEMPT DEVELOPMENT
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Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)
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1(a) Is there any affected building notice of which the council is aware that is in force in

respect of the land?

No

- 1(b) Is there 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?

No

- 1(c) Is there 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?

No

In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

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

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
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- (a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

- (b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

- (c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9	FLOOD RELATED DEVELOPMENT CONTROLS
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- (1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

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

(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

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

The land is classed as being Acid Sulfate Soil Class 4

Central Coast Council is not in a position to clearly identify whether the relevant hazard is a current or future hazard at this time, and is working toward this outcome. In the interim, contact Council's Coastal Protection Section for further information.

In this section—

adopted policy means a policy adopted—

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

11

BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bush fire prone land (as defined in the Act).

12

LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13

MINE SUBSIDENCE

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14	PAPER SUBDIVISION INFORMATION
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- (1) The name of any development plan adopted by a relevant authority that:
- (a) applies to this land or
 - (b) that is proposed to be subject to a consent ballot.

Nil

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

Not applicable

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
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Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003*.

16	BIODIVERSITY STEWARDSHIP SITES
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Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016*.

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

17	BIODIVERSITY CERTIFIED LAND
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The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

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

18	ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006
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Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

19	ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS
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The owner (or any previous owner) of the land has not 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.

In this section—

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

Note—

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

20	WESTERN SYDNEY AEROTROPOLIS
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING
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Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

23	WATER OR SEWERAGE SERVICES
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Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

Note—

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

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

- (a) 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

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.



Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R1 General Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003
21 August 2024

Link Legal & Conveyancing
374 Main Rd
NORAVILLE NSW 2263

Dear Sir/Madam

Property: Lot 1 SP 74062
1/49-53 Hutton Road, THE ENTRANCE NORTH NSW 2261
Your Reference: MM:245535:288821

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "M Walsh", with a horizontal line extending to the right.

M Walsh
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900

Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003



Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained onsite by careful hand excavation. Council can provide an on-site advisory service on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

Base Cadastre is part of the Digital Cadastral Database supplied by the Land and Property Information (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or interests in act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before acting.



**Central Coast Council
Sewer Mains Diagram**
Not to Scale

Issue Date: 21/08/2024

Legend

- Access Chamber
- Dead End
- Lamphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicants land



ABN 73 149 644 003

Your Ref: MM:245535:288821

22 August 2024

Link Legal & Conveyancing
374 Main Rd
NORAVILLE NSW 2263

Dear Sir/Madam

**1/49-53 Hutton Road, THE ENTRANCE NORTH NSW 2261
Lot 1 SP 74062**

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "MW", with a horizontal line extending to the right.

M Walsh
Signed on Behalf of Central Coast Council

Attachment:

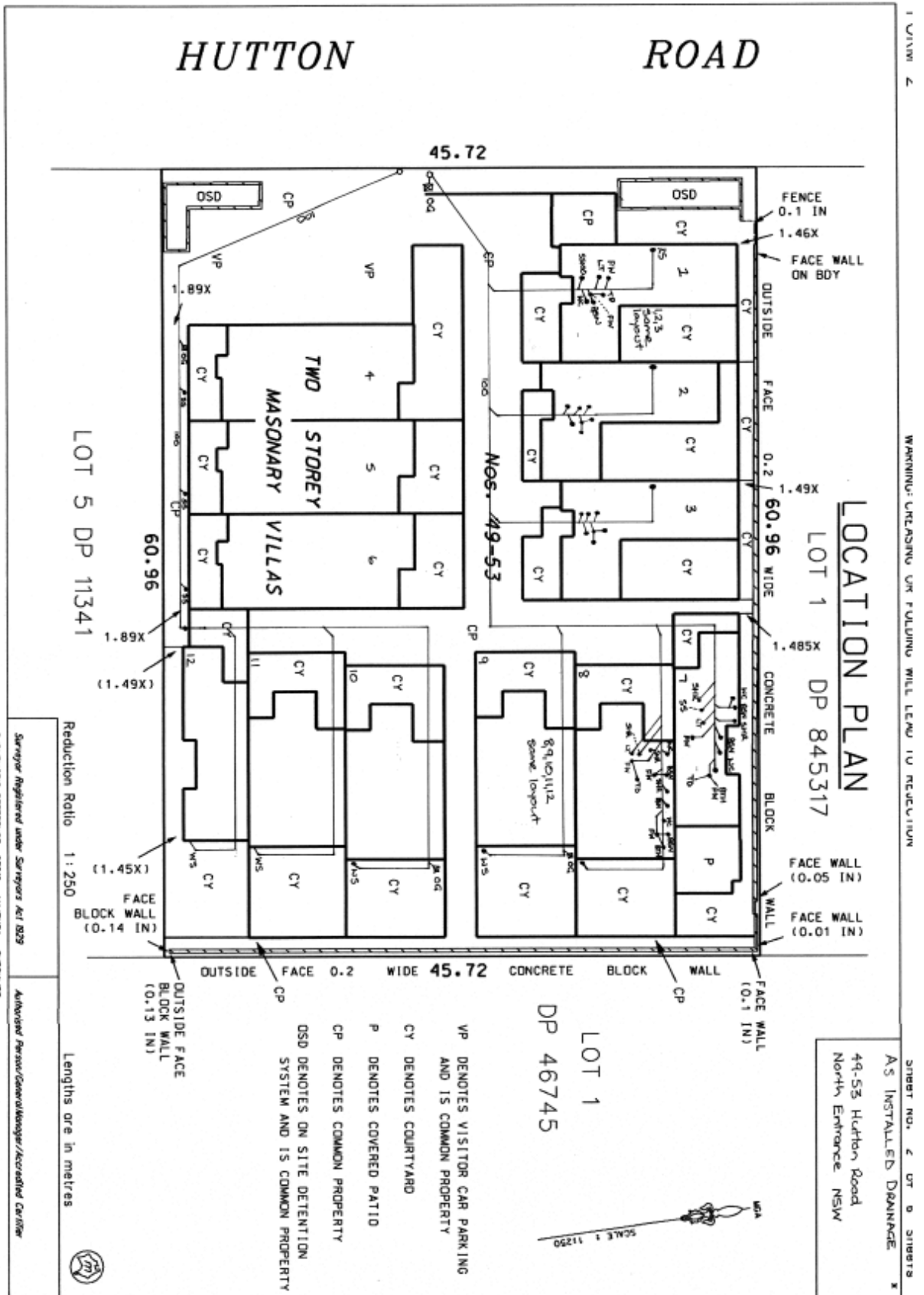


Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 02 4306 7900

Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003

1/49-53 Hutton Road, THE ENTRANCE NORTH NSW 2261
 Lot 1 SP 74062



1 VIEW 4
 WARNING: UNLOADING OR FULFILLING WILL LEAD TO REDUCTION
 SHEET NO. 4 OF 9 SHEETS

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	42afd4c4
Property Address:	1/49-53 HUTTON ROAD THE ENTRANCE NORTH
Date of Registration:	05 May 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	42afd4c4
Property Address:	1/49-53 HUTTON ROAD THE ENTRANCE NORTH
Expiry Date:	05 September 2027
Issuing Authority:	Tony (Baha) Jardak - Registered Certifier - bdc2963

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use