

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>First National Real Estate Coastside</b> 18/23 Addison Street, Shellharbour, NSW 2529	Phone: 4295 5033 Fax: 4295 5066
co-agent		
vendor	<b>Robert Emilius Antony Da Lio and Leizel Paradero Leyson</b> 26/20-26 Addison Street, Shellharbour, NSW 2529	
vendor's solicitor	<b>Coastwide Conveyancing</b> 2, 47 Addison Street, SHELLHARBOUR NSW 2529 DX 26408 Shellharbour	Phone: 02 4295 3047 Email: michelle@coastwideconveyanci ng.com.au Fax: 02 4295 1145 Ref: MMJ:14456
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> 55/20-26 Addison Street, Shellharbour, New South Wales 2529 Registered Plan: Lot 55 Plan SP 74571 Folio Identifier 55/SP74571	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
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><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____      _____</p> <p>Office held      Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____      _____</p> <p>Office held      Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable 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 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 type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 –
- adjustment date* the earlier of the giving of possession to the purchaser or completion;
  - adjustment figures* details of the adjustments to be made to the price under clause 14;
  - authorised Subscriber* a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
  - bank* the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
  - business day* any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
  - cheque* a cheque that is not postdated or stale;
  - clearance certificate* a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
  - completion time* the time of day at which completion is to occur;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - deposit-bond* a deposit bond or guarantee with each of the following approved by the vendor –
    - the issuer;
    - the expiry date (if any); and
    - the amount;
  - depositholder* vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* is named in this contract, the buyer's agent);
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - document of title* document relevant to the title or the passing of title;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transaction* a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
  - FRCGW percentage* the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
  - FRCGW remittance* a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
  - GST Act* A New Tax System (Goods and Services Tax) Act 1999;
  - GST rate* the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
  - GSTRW payment* a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
  - GSTRW rate* the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11<sup>th</sup> if not);
  - incoming mortgagee* any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
  - legislation* an Act or a by-law, ordinance, regulation or rule made under an Act;
  - manual transaction* a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
  - normally* subject to any other provision of this contract;
  - participation rules* the participation rules as determined by the *ECNL*;
  - party* each of the vendor and the purchaser;
  - property* the land, the improvements, all fixtures and the inclusions, but not the exclusions;
  - planning agreement* a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property*;
  - populate* to complete data fields in the *Electronic Workspace*;



<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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 55, 20-26 ADDISON ST SHELLHARBOUR NSW 2522

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## SPECIAL CONDITIONS

**These are the special conditions to the contract for the sale of land**

**BETWEEN Robert Emilius Antony Da Lio and Leizel Paradero Leyson** of 26/20-26 Addison Street, SHELLHARBOUR, New South Wales (**Vendor**)

**AND** of (**Purchaser**)

1. Special condition 23.13 of the printed conditions is deleted and replaced with *“the vendor authorises the purchaser to apply for a certificate under section 184 of the Strata Schemes Management Act 1996 or section 26 of the Community Land Management Act 1989 in relation to the lot, the schemes or any other schemes. The purchaser will make all necessary arrangements to make the application for the certificate. The vendor will provide a written authority for this purpose if required”*

2. **Death or incapacity**

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Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. **Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property and the inclusions:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

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**4. Late completion**

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In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The purchaser shall not be entitled to require the vendor to complete this agreement unless such interest is paid to the vendor upon completion together with the sum of \$275.00 to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses to be allowed by the purchaser as an additional adjustment on completion.

**5. Notice to complete**

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In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. Further if it becomes necessary for the vendor to issue a Notice to Complete pursuant to this clause, then the purchaser shall pay to the vendor the costs of issue of such Notice assessed at \$275.00 (inclusive of GST) payable on completion.

**6. Agent**

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

**7. Smoke alarms**

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The property has smoke alarms installed.

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**8. Swimming pool**

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The property does not have a swimming pool.

**9. Deposit bond**

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- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**10. Electronic settlement**

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- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**11. COUNTERPARTS AND ELECTRONIC SIGNATURE**

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- 11.1 This contract may be executed:
- 11.1.1 in a number of counterparts and all the counterparts together making one instrument; and/or
  - 11.1.2 electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract.
- 11.2 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- 11.3 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- 11.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the Purchaser may not make a claim because of anything contained in this clause.
- 11.5 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.
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**12. COVID-19**

For the benefit of both parties, should either party:

- a. contract the Covid-19 virus;
- b. be placed into isolation in the property;
- c. be directed to self isolate in the property; or
- d. need to care for an immediate member of their household or family in the property,

then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
3. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
4. It is an essential term of this contract that the party seeking the benefit of this clause shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but it is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors

**12. FURTHER AMENDMENTS**

- a. Clause 7.1.1 is amended to read \$1.00.
- b. Clause 25.1.1 is amended by deleting the words "limited"
- c. Clause 31.4 is deleted
- d. In addition to the terms of Clause 18, should the purchaser accept access or occupation of the property prior to completion, the purchaser acknowledges that they accept the property in its present state of repair and condition. The purchaser cannot make a claim, requisition or delay settlement after entering into possession of the property.

**13. CHRISTMAS CLOSURE**

Notwithstanding any other provision of this contract, if the date for completion falls on or within the period 18 December 2024 and 15 January 2025, the date for completion will be deemed to be 15 January 2025.

If the date for completion falls prior to 18 December 2024 but completion does not take place by that date through no fault of the vendor, then the provisions of clauses 3 and 4 will apply from the due date for completion and the purchaser acknowledges that they cannot require the vendor to complete before 15 January 2025.

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FOLIO: 55/SP74571

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SEARCH DATE	TIME	EDITION NO	DATE
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21/10/2024	12:01 PM	8	16/10/2020

LAND

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LOT 55 IN STRATA PLAN 74571  
AT SHELLHARBOUR  
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

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LEIZEL PARADERO LEYSON  
IN 1/2 SHARE  
ROBERT EMILIUS ANTONY DA LIO  
IN 1/2 SHARE  
AS TENANTS IN COMMON (T AQ479043)

SECOND SCHEDULE (1 NOTIFICATION)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74571

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP74571

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SEARCH DATE	TIME	EDITION NO	DATE
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21/10/2024	12:01 PM	6	27/1/2023

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74571  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM SP74571

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 74571  
ADDRESS FOR SERVICE OF DOCUMENTS:  
20-26 ADDISON STREET  
SHELLHARBOUR 2529

SECOND SCHEDULE (23 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1079787
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP74571
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP74571
- 5 DP1057442 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1079787 EASEMENT FOR ACCESS 1.2 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1079787 EASEMENT FOR EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1079787 EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1079787 EASEMENT FOR SUPPORT AFFECTING THE LAND ABOVE DESCRIBED
- 10 DP1079787 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1079787 EASEMENT FOR SHELTER AFFECTING THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- DESCRIBED
- 12 DP1079787 EASEMENT FOR SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
  - 13 DP1079787 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE DESCRIBED
  - 14 DP1079787 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
  - 15 DP1079787 EASEMENT FOR LETTERBOXES 0.26 WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
  - 16 DP1079787 EASEMENT FOR ACCESS 1.2 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
  - 17 SP74571 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 18 SP74571 EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (N) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 19 SP74571 EASEMENT FOR ACCESS 2.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 20 SP74571 EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (Q) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 21 SP74571 EASEMENT FOR PLANT 1.5 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
  - 22 AM888147 INITIAL PERIOD EXPIRED
  - 23 AS811782 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74571

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 156	2	- 154	3	- 152	4	- 146
5	- 159	6	- 157	7	- 155	8	- 155
9	- 151	10	- 151	11	- 157	12	- 157
13	- 115	14	- 110	15	- 116	16	- 113
17	- 173	18	- 103	19	- 171	20	- 103
21	- 179	22	- 186	23	- 151	24	- 152
25	- 157	26	- 159	27	- 182	28	- 151
29	- 154	30	- 157	31	- 159	32	- 151
33	- 153	34	- 151	35	- 154	36	- 157
37	- 159	38	- 162	39	- 161	40	- 161
41	- 159	42	- 167	43	- 165	44	- 163
45	- 161	46	- 159	47	- 161	48	- 165
49	- 167	50	- 177	51	- 174	52	- 160
53	- 160	54	- 157	55	- 157	56	- 160
57	- 160	58	- 157	59	- 157	60	- 160

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP74571

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 74571

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
61	- 197	62	- 157	63	- 183	64	- 17
65	- 8	66	- 3	67	- 8	68	- 9
69	- 10	70	- 6	71	- 3	72	- 2
73	- 2	74	- 9	75	- 9	76	- 9
77	- 9	78	- 9	79	- 9	80	- 9
81	- 9	82	- 9	83	- 9	84	- 9

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



**STRATA CERTIFICATE**  
**GORDON (UREN)**  
 When delivered, the Certificate of the Strata Scheme (Freehold Development) Act 1973 shall be deemed to be a copy of the original and shall be taken to be a copy of the original.

State Plan / Subdivision Certificate

Noted in the manner to the certificate.

The certificate is issued that the plan is consistent with a relevant development consent in force and that the conditions of the development consent are satisfied in respect of the proposed development.

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The certificate is issued that the plan is consistent with a relevant development consent in force and that the conditions of the development consent are satisfied in respect of the proposed development.

**SURVEYOR'S CERTIFICATE**

**SHAWN MAURICE LE CLERC**

1. **ROSEB. ROYAL, SURVEYORS, P/L, PO BOX 519, SUTHERLAND, 1999.**

a surveyor registered under the Surveying Act 2002, hereby certify that:

- (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
- (2) the survey information recorded in my accompanying section plan is accurate.

Signature: *Shawn Le Clerc*  
 Date: 24-8-2005

This is sheet 1 of my Plan in 17 sheets.

**SCHEDULE OF UNIT ENTITLEMENT**

**RESIDENTIAL** Model B, -1005 subject to this scheme  
 keeping of animals: Option #49/C  
 Schedule of By-laws: In sheets filed with plan  
 #49-D - laws apply  
 Strike out whichever is inapplicable

SEE SHEET 3

PLAN OF SUBDIVISION OF LOT 101  
 IN DP 1079787.

**L G A SHELLHARBOUR** Suburb: SHELLHARBOUR

Parish: TERRAGONG County: CAMDEN

SP74571

Registered: 22.9.2005

Purpose: STRATA PLAN

Ref. Map: W8270-82

Last Plan: DP 10797 87

Name of, and address for service of notices on, the owners corporation  
 No. 20-26 ADDISON STREET,  
 SHELLHARBOUR, 2529.

**FOR LOCATION PLAN SEE SHEET 2**

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 84A & 84B OF THE STRATA TITLES (PART STRATA) ATTACHMENT ACT 1992, IT IS INTENDED TO CREATE:

- 1- EASEMENT FOR SUPPORT
- 2- EASEMENT FOR SHELTER
- 3- EASEMENT FOR SERVICES

- 1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (M)
- 2. EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (N)
- 3. EASEMENT FOR ACCESS 2.05 WIDE (P)
- 4. EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (Q)
- 5. EASEMENT FOR PLANT 1.5 WIDE (R)

**MICHAEL SHOUTI** LEE  
 (DIRECTOR)  
 (MSE) (MSE) (Director)

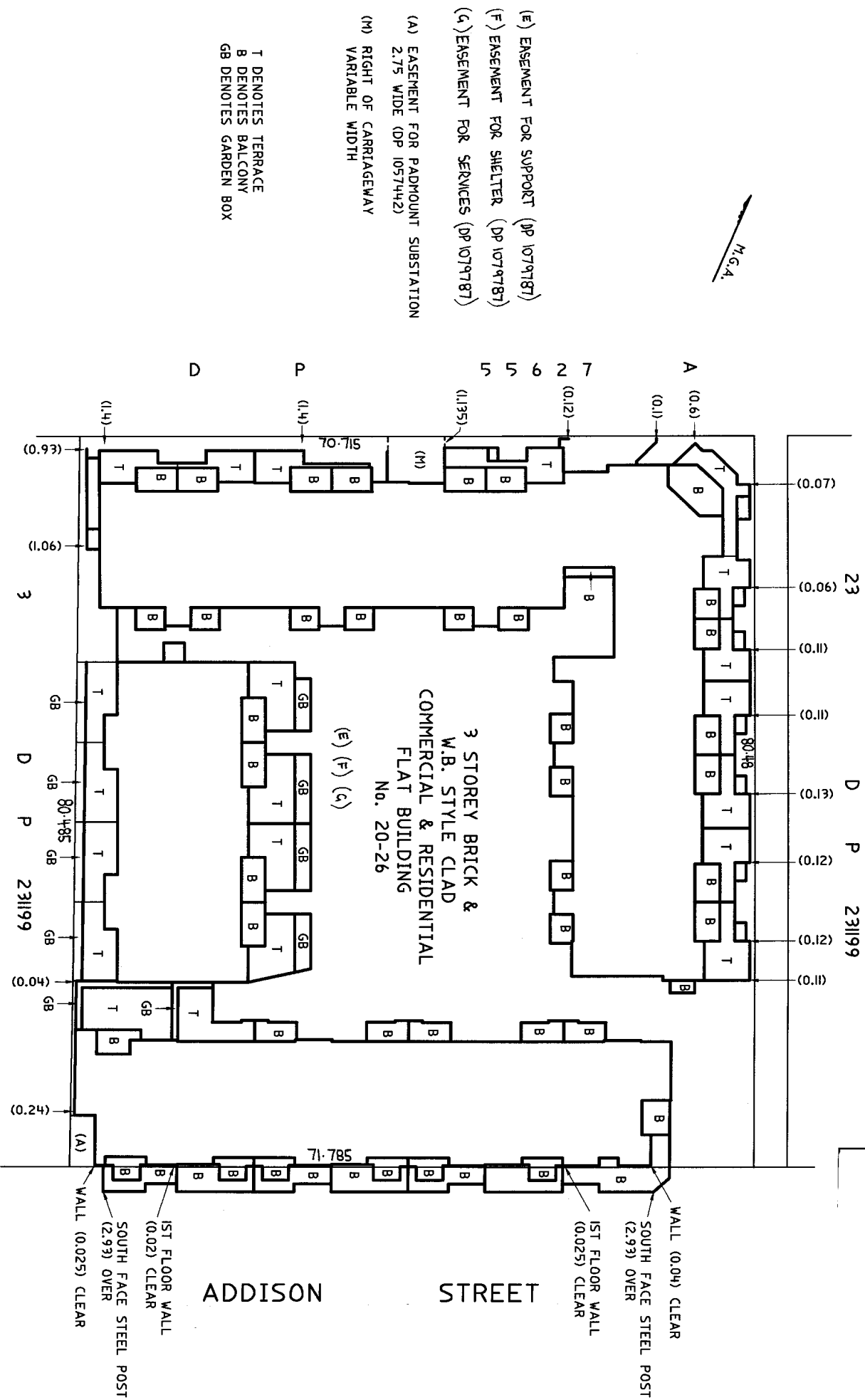


PERMANENT TRUSTEE AUSTRALIA LIMITED ACN 008 412 913  
 by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereby they execute this deed document or instrument.  
 Nos 20246  
 Group A Attorney  
 Signature: **JOHN MEYER**  
 Name: **KYLE BOZICEVIC**  
 Group B Attorney

PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT IN 43 SWEETS.  
 Nicole Lesue  
 35 CLARENCE STREET, SYDNEY, 2000

# LOCATION PLAN

## SP74571



- (E) EASEMENT FOR SUPPORT (DP 1079787)
- (F) EASEMENT FOR SHELTER (DP 1079787)
- (G) EASEMENT FOR SERVICES (DP 1079787)
- (A) EASEMENT FOR PADMOUNT SUBSTATION  
2.75 WIDE (DP 1057442)
- (M) RIGHT OF CARRIAGEWAY  
VARIABLE WIDTH

T DENOTES TERRACE  
 B DENOTES BALCONY  
 GB DENOTES GARDEN BOX

NOTE: FOR THE BOUNDARIES OF THE STRATUM  
 PARCEL OF LOT 101 SEE DP1079787

Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: T301/SP2(D)



SP74571

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	156	44	163
2	154	45	161
3	152	46	159
4	146	47	161
5	159	48	165
6	157	49	167
7	155	50	177
8	155	51	174
9	151	52	160
10	151	53	160
11	157	54	157
12	157	55	157
13	115	56	160
14	110	57	160
15	116	58	157
16	113	59	157
17	173	60	160
18	103	61	197
19	171	62	157
20	103	63	183
21	179	64	17
22	186	65	8
23	151	66	3
24	152	67	8
25	157	68	9
26	159	69	10
27	182	70	6
28	151	71	3
29	154	72	2
30	157	73	2
31	159	74	9
32	151	75	9
33	153	76	9
34	151	77	9
35	154	78	9
36	157	79	9
37	159	80	9
38	162	81	9
39	161	82	9
40	161	83	9
41	159	84	9
42	167	AGGREGATE	10000
43	165		

Reduction Ratio 1:

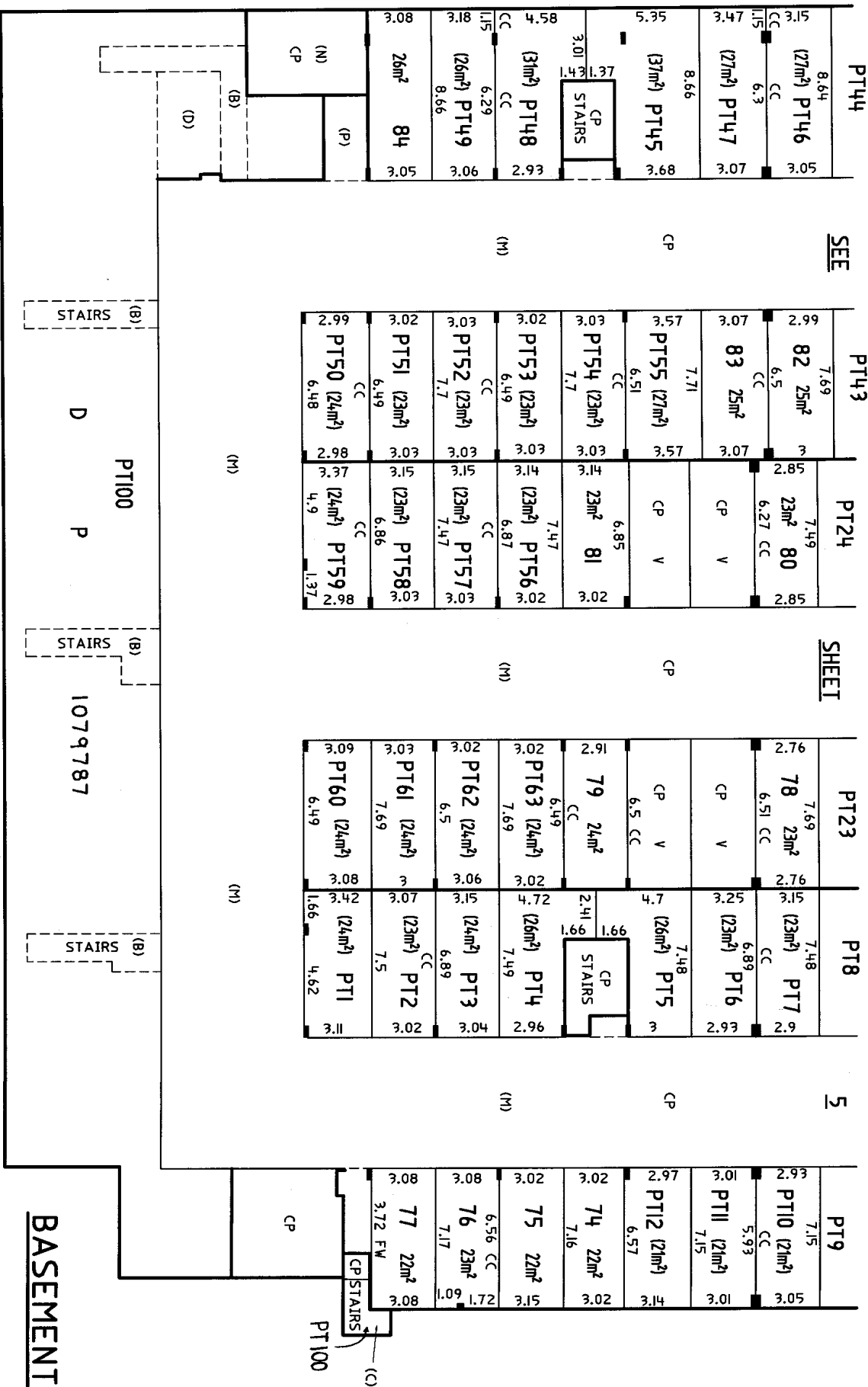
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person/Competent Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 301/SP2(D)

SP74571



CC DENOTES FROM CENTRE OF COLUMN  
 CP DENOTES COMMON PROPERTY  
 V DENOTES VISITOR CARSPACE

(B) EASEMENT FOR ACCESS 1.2 WIDE & VARIABLE (DP1079787)  
 (C) EASEMENT FOR EGRESS VARIABLE WIDTH (DP1079787)  
 (D) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH (DP1079787)  
 (M) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
 (N) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH  
 (P) EASEMENT FOR ACCESS 2.05 WIDE

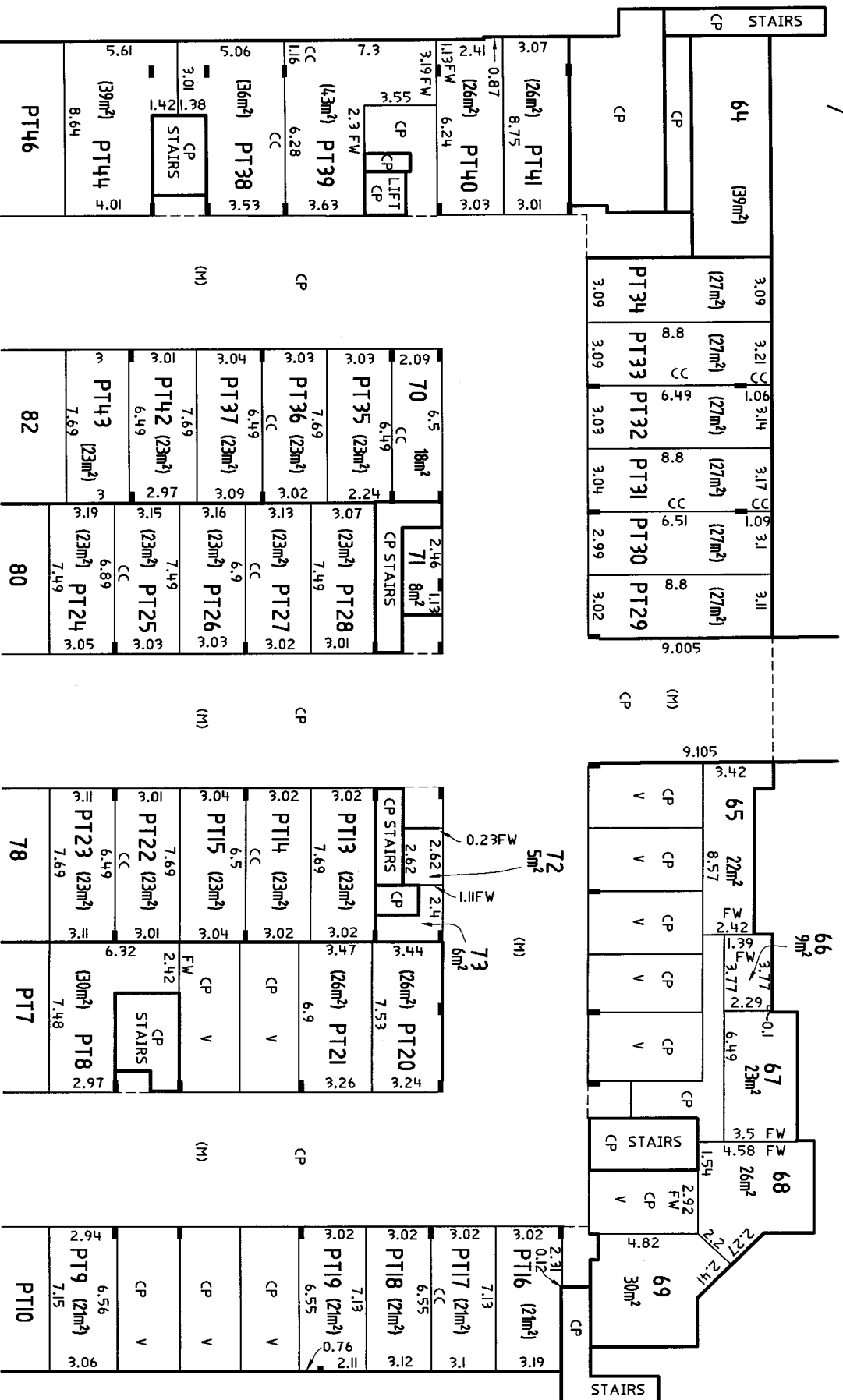
Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor: *[Signature]*  
 Authorised Person/Agent/Manager/Accredited Certifier: *[Signature]*  
 SURVEYOR'S REFERENCE: 7301/SP2(D)

SP74571

(M) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
DENOTES 90° ANGLE



SA DENOTES STORAGE AREA  
CP DENOTES COMMON PROPERTY  
V DENOTES VISITOR CARSPACE  
FW DENOTES FACE OF WALL OR COLUMN  
CC DENOTES FROM CENTRE OF COLUMN

**BASEMENT**

Reduction Ratio 1: 200

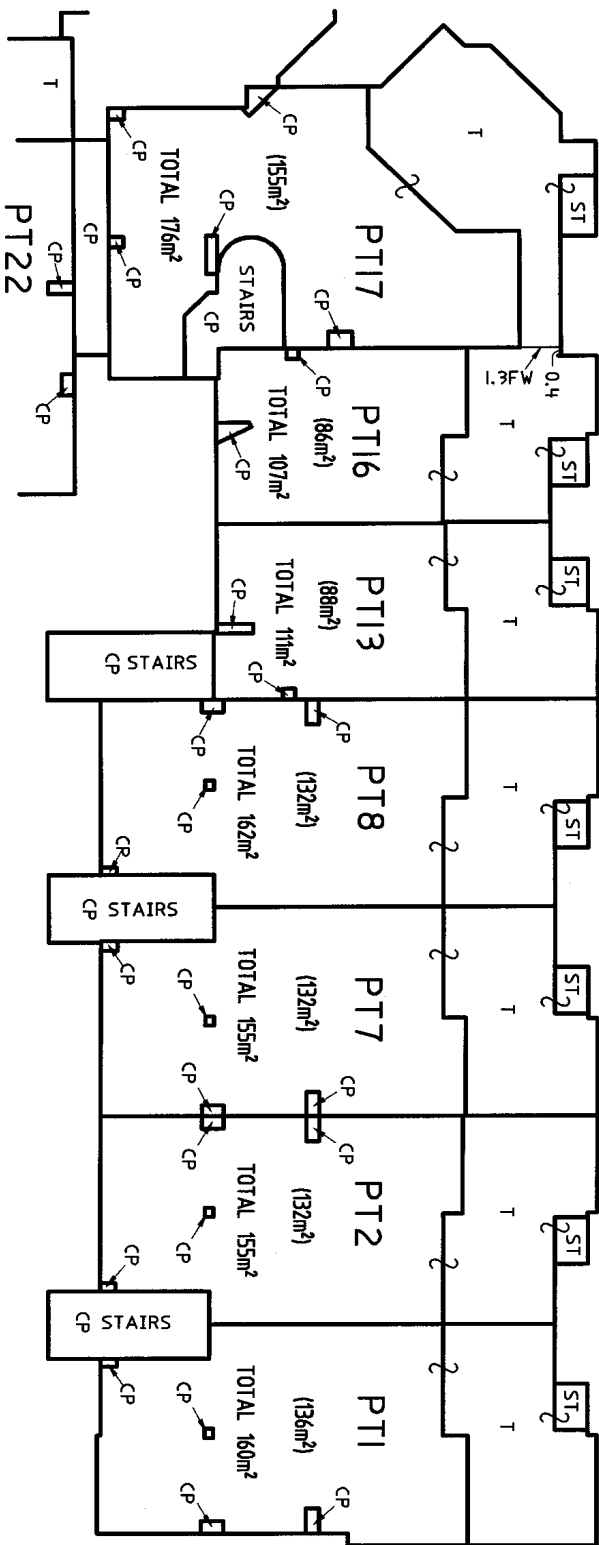
Lengths are in metres

Registered Surveyor

Authorised Professional Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 301/SP2(D)

SP74571



GROUND FLOOR

FW DENOTES FACE OF WALL PRODUCED  
 ST DENOTES STAIRS  
 CP DENOTES COMMON PROPERTY  
 T DENOTES TERRACE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. TERRACES AND STAIRS WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR UPPER SURFACE.

Reduction Ratio 1: 200

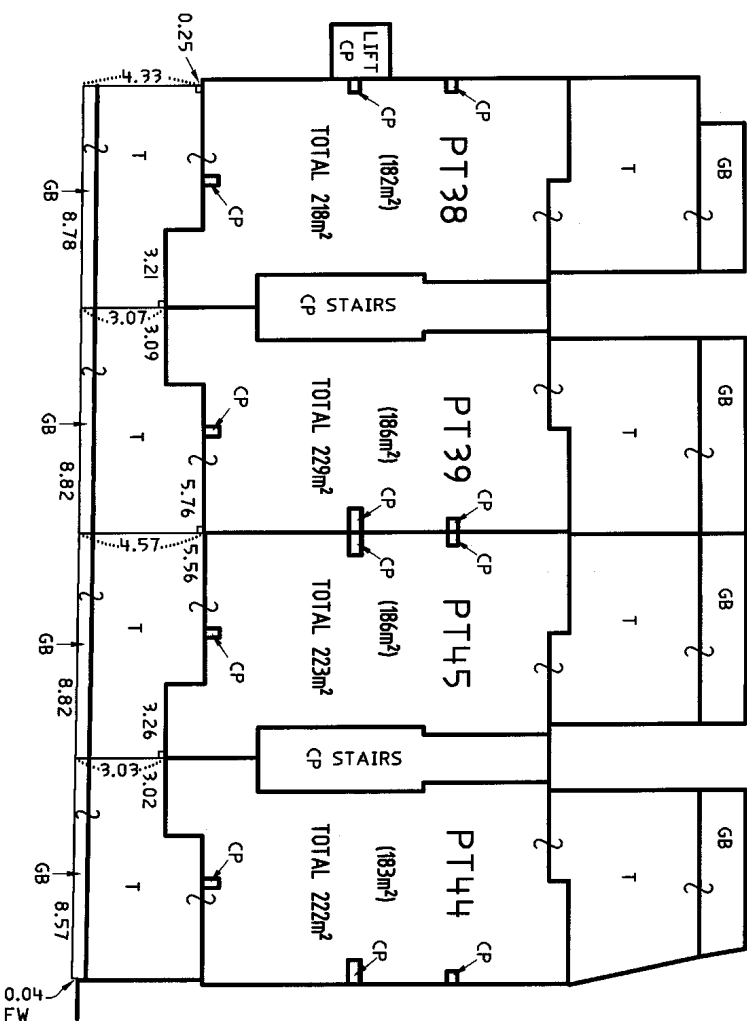
Lengths are in metres

Registered Surveyor

Surveyor's Reference: T 301/SP2(D)

SURVEYOR'S REFERENCE: T 301/SP2(D)

SP74571



**GROUND FLOOR**

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. TERRACES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS. GARDEN BOXES ARE LIMITED IN HEIGHT TO 3 ABOVE AND 1 BELOW THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE ADJOINING UNITS EXCEPT WHERE COVERED AND EXCEPT THOSE GARDEN BOXES ABOVE THE BASEMENT WHICH ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT ROOF.

└─┘ DENOTES 90° ANGLE

CP DENOTES COMMON PROPERTY  
 T DENOTES TERRACE  
 GB DENOTES GARDEN BOX  
 FW DENOTES FACE OF WALL PRODUCED

Reduction Ratio 1: 200

Lengths are in metres

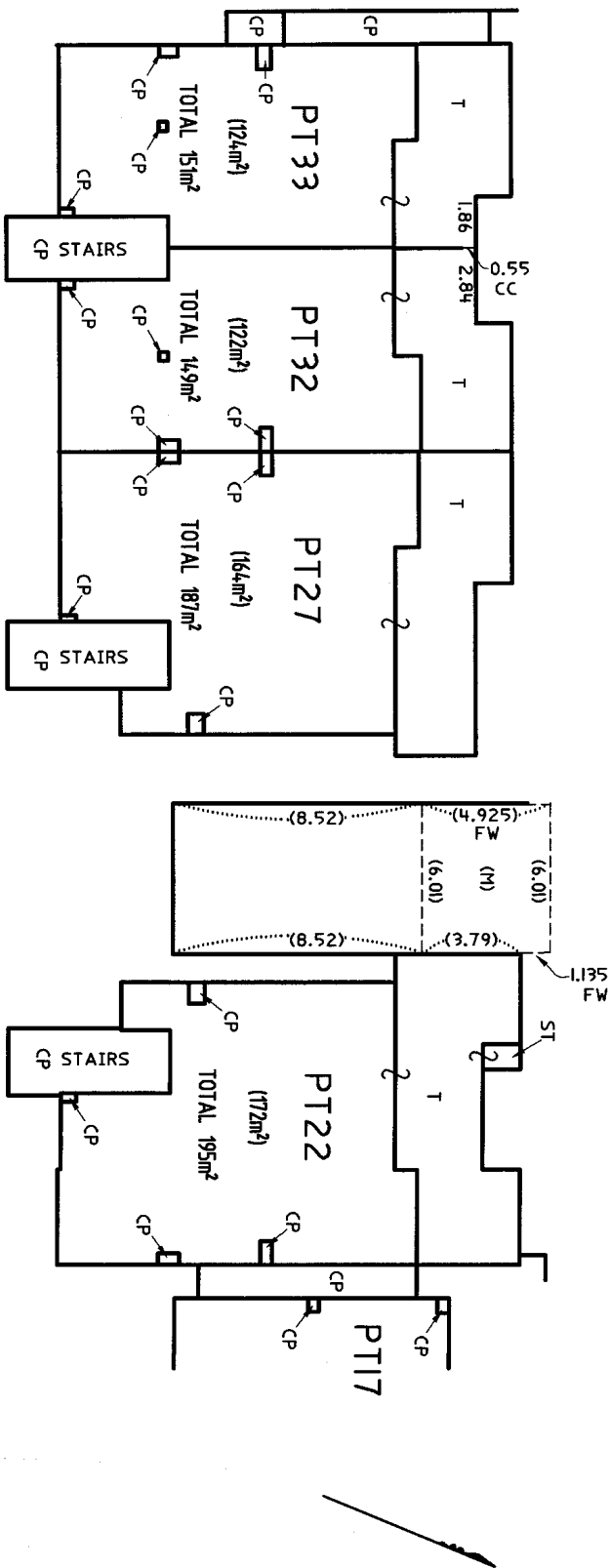
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: (301/SP2(D))

(M) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

SP74571



**GROUND FLOOR**

- CC DENOTES FROM CENTRE OF END OF WALL
- ST DENOTES STAIRS
- CP DENOTES COMMON PROPERTY
- T DENOTES TERRACE
- FW DENOTES FACE OF WALL PRODUCED

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. TERRACES AND STAIRS WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

*Shirley*  
Registered Surveyor

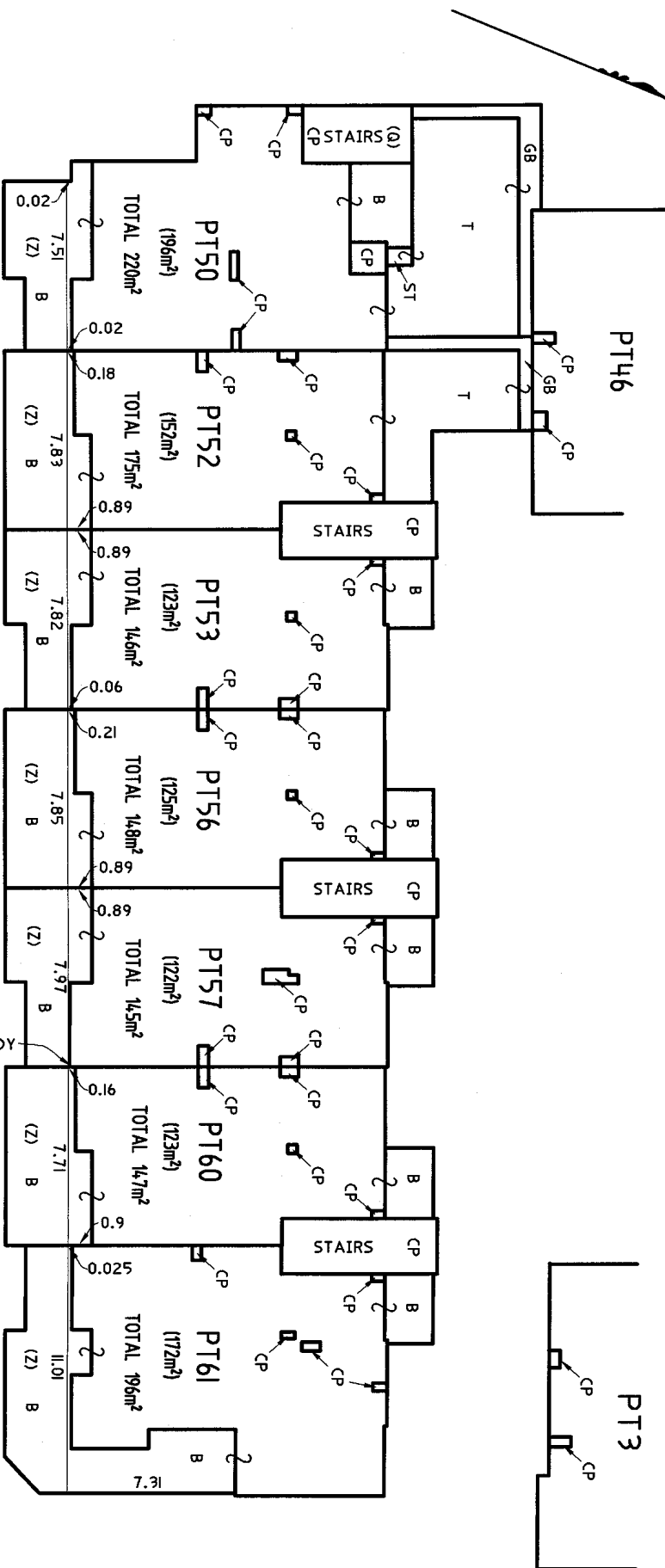
*Shirley*  
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: (301/SP2(D))

(Z) DENOTES THAT PART OF THE FLOOR AREA OF THE BALCONY WHICH EXTENDS BEYOND THE STRATA LOT BOUNDARY AND DOES NOT FORM PART OF THAT LOT BUT IS FOR THE EXCLUSIVE USE OF THAT LOT AND IS TO BE MAINTAINED BY THE LOT FOR ALL PURPOSES OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH

SP74571



FIRST FLOOR

- ST DENOTES STAIRS
- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- T DENOTES TERRACES
- GB DENOTES GARDEN BOXES

Reduction Ratio 1: 200

Lengths are in metres

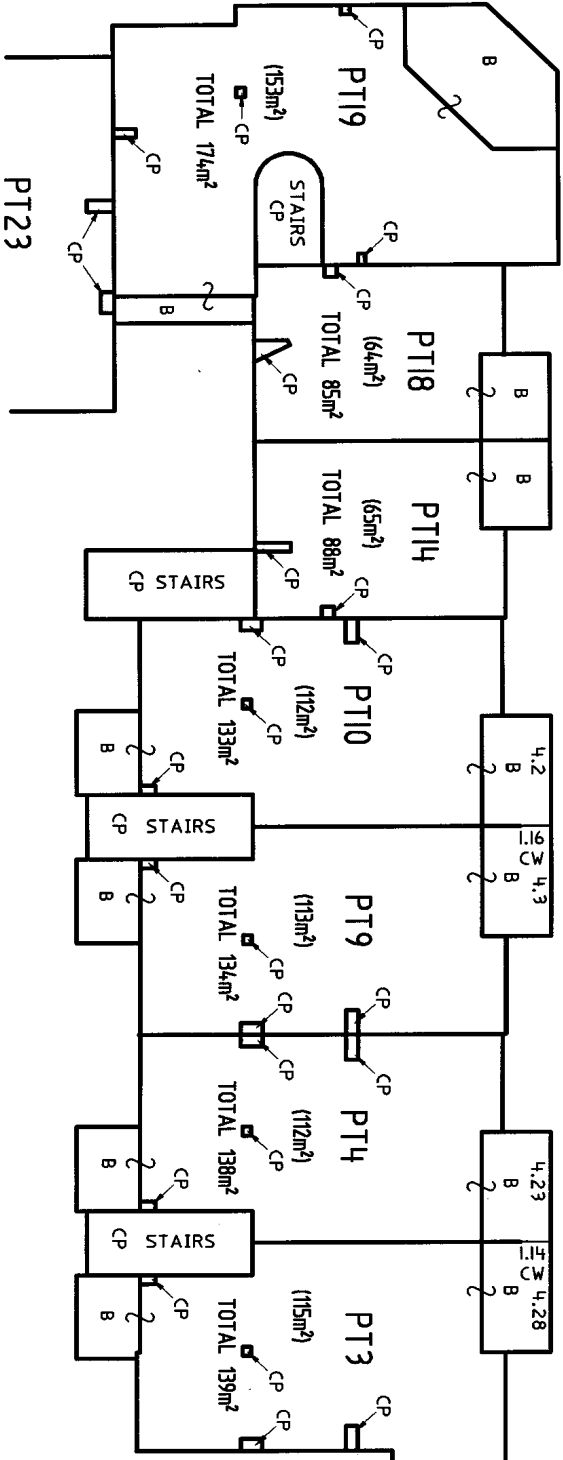
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES, STAIRS, TERRACES AND GARDEN BOXES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR UPPER SURFACE.

*John W. ...*  
Registered Surveyor

*Paula ...*  
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: K301/SP2(D)

SP74571



FIRST FLOOR

CP DENOTES COMMON PROPERTY  
 B DENOTES BALCONY  
 CW DENOTES FROM CENTRE OF END OF WALL

Reduction Ratio 1: 200

Lengths are in metres

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

*Shirley*  
 Registered Surveyor

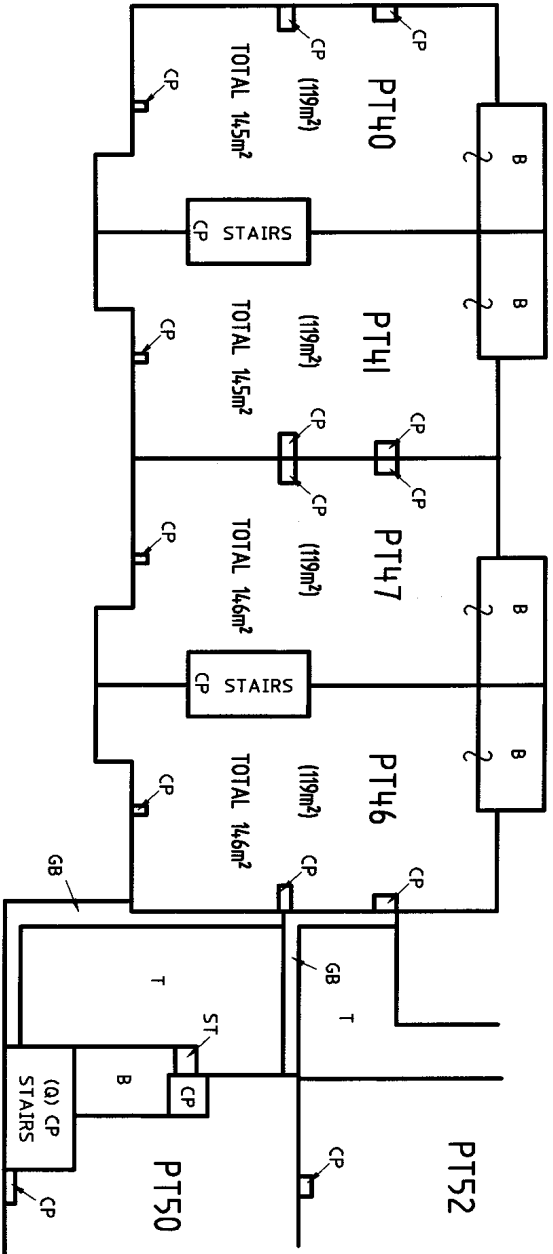
*Archie*  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: T301/SP2(D)



SP74571

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH



FIRST FLOOR

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- GB DENOTES GARDEN BOX
- T DENOTES TERRACE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

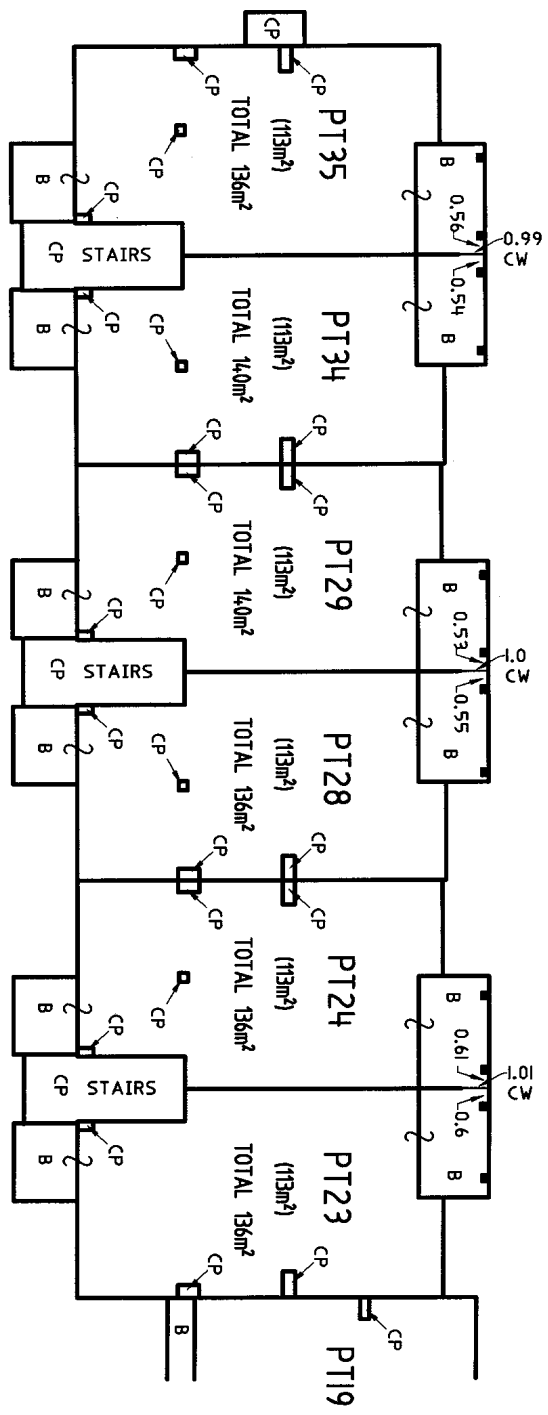
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person/Company Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7301/SP2(D)

SP74571



**FIRST FLOOR**

CP DENOTES COMMON PROPERTY  
 B DENOTES BALCONY  
 CW DENOTES FROM CENTRE OF END OF WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
 Registered Surveyor

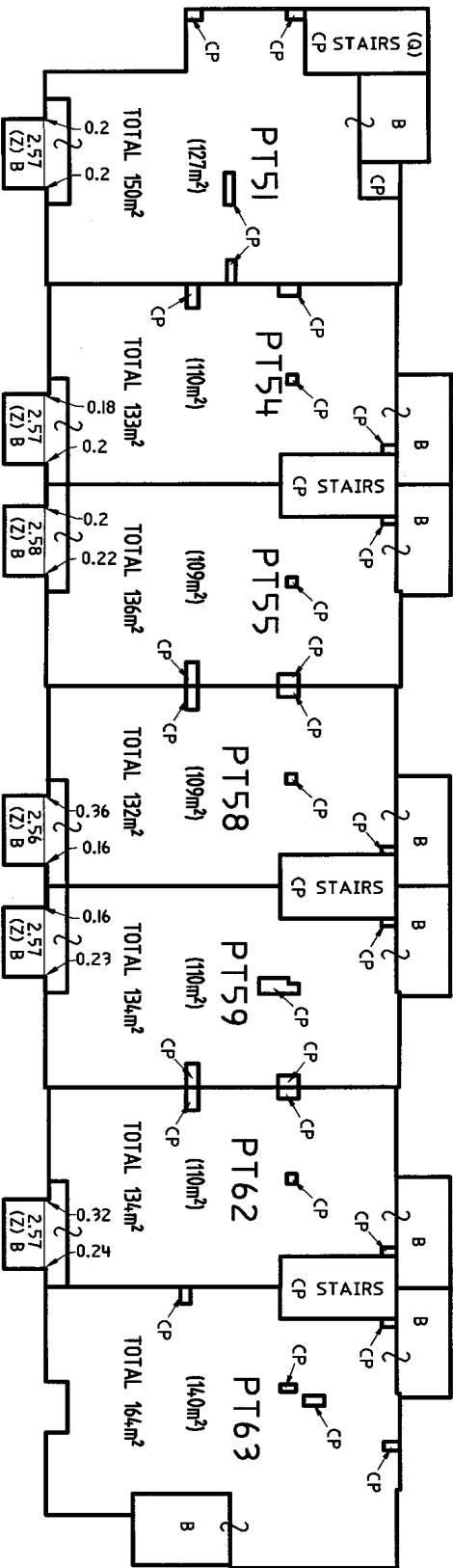
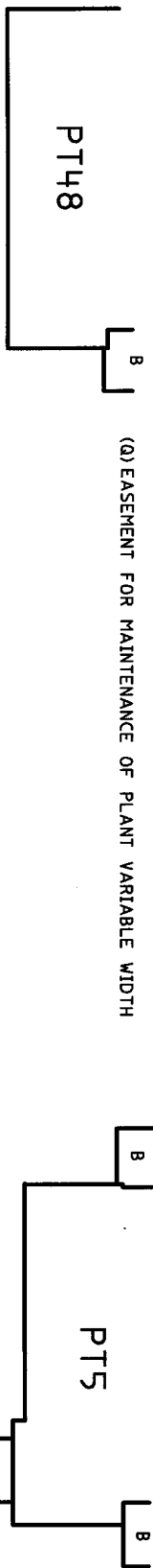
*[Signature]*  
 Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: T301/SP2(D)

(Z) DENOTES THAT PART OF THE FLOOR AREA OF THE BALCONY WHICH EXTENDS BEYOND THE STRATA LOT BOUNDARY AND DOES NOT FORM PART OF THAT LOT BUT IS FOR THE EXCLUSIVE USE OF THAT LOT AND IS TO BE MAINTAINED BY THE LOT FOR ALL PURPOSES OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH

SP74571



SECOND FLOOR

CP DENOTES COMMON PROPERTY  
B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

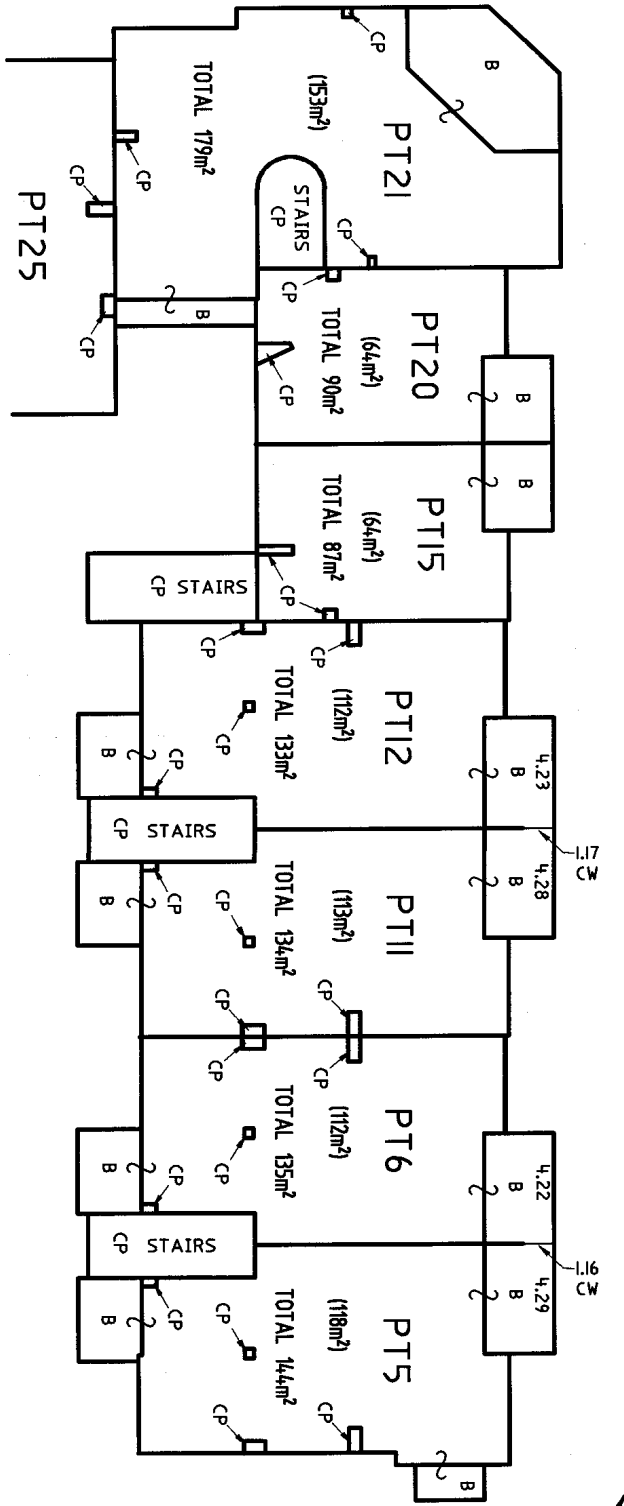
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: T301/SP2(D)

SP74571



**SECOND FLOOR**

CP DENOTES COMMON PROPERTY  
 B DENOTES BALCONY  
 CW DENOTES FROM CENTRE OF END OF WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

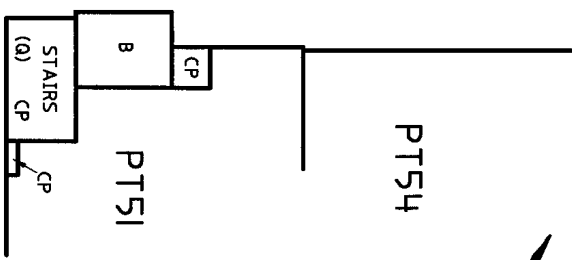
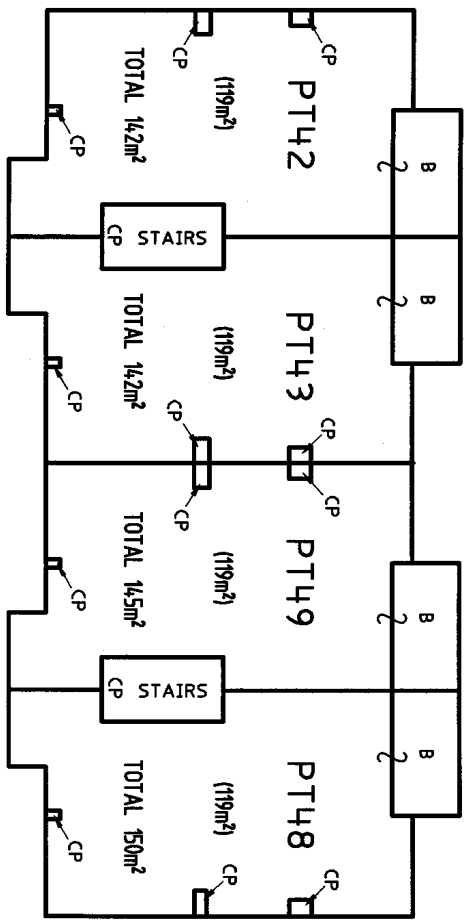
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person/Agent/Manager/Accredited Certifier

SURVEYOR'S REFERENCE: B301/SP2(D)

SP74571

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH



**SECOND FLOOR**

CP DENOTES COMMON PROPERTY  
B DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE. BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

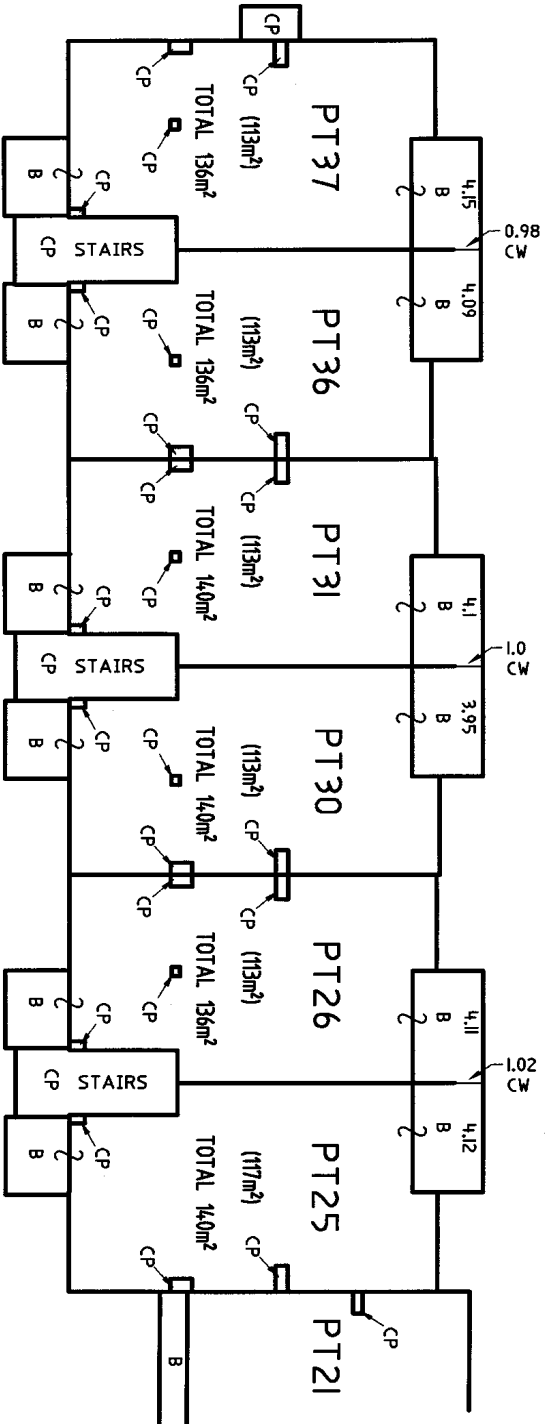
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person/Geomatics Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 7901/SP2(D)

SP74571



SECOND FLOOR

CP DENOTES COMMON PROPERTY  
 B DENOTES BALCONY  
 CW DENOTES FROM CENTRE OF END OF WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

BALCONIES WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

Reduction Ratio 1: 200

Lengths are in metres

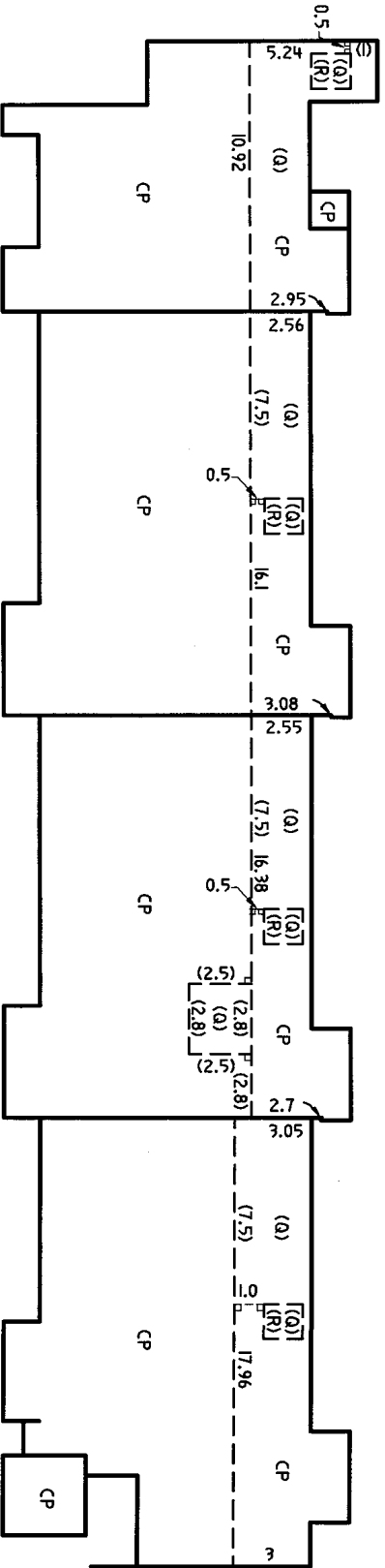
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: (301/SP2(D))

SP74571

(Q) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH  
(R) EASEMENT FOR PLANT 1.5 WIDE



**ROOF FLOOR**

(Q) DENOTES EASEMENT 1.5X1.5 SQUARE  
(R) DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person/Control Manager/Accredited Certifier

SURVEYOR'S REFERENCE: V301/SP2(D)

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

(Sheet 1 of 9 sheets)

**SP74571**

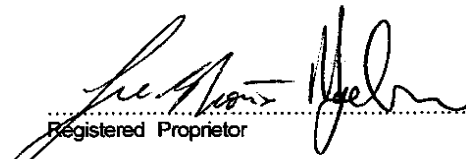
Plan of subdivision of lot 101  
in DP 1079787 covered by  
Strata subdivision certificate number  
SC 743

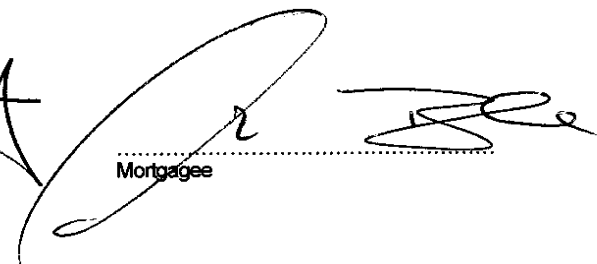
**Full name and address of the owner of the land:** Stella Maritz Pty Limited  
ACN 100 871 145  
Unit 8/105a Vanessa Street,  
Kingsgrove NSW 1480

**Part 1**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s)</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities</b>
1	Right of carriageway variable width (M)	CP/SP74571	Lot 100 DP1079787
2	Easement for maintenance of plant variable width (N)	CP/SP74571	Lot 100 DP1079787
3	Easement for access 2.05 wide (P)	CP/SP74571	Lot 100 DP1079787
4	Easement for maintenance of plant variable width (Q)	CP/SP74571	Lot 100 DP1079787
5	Easement for plant 1.5 wide (R)	CP/SP74571	Lot 100 DP1079787

  
Gordon Wren  
Accredited Certifier - Strata  
Accreditation No: PSOA 003

  
Registered Proprietor

  
Mortgagee



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

(Sheet 2 of 9 sheets)

Plan of subdivision of lot 101  
in DP 1079787 covered by

Strata subdivision certificate number  
SC 743

**SP74571**

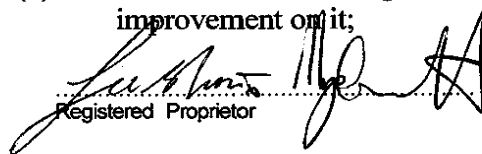
**Part 2**

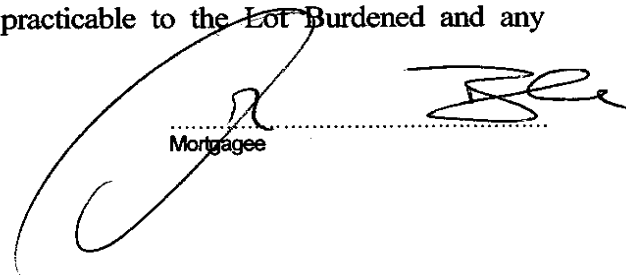
**1. Terms of right of carriageway variable width (M) numbered 1 in the Plan**

- 1.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot or with vehicles for all lawful purposes.
- 1.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (c) make good any collateral damage; and
  - (d) comply with any rules in any Strata Management Statement.
- 1.3 The Grantee may only do a thing under this easement within the site of the easement.
- 1.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**2. Terms of easement for maintenance of plant variable width (N) numbered 2 in the Plan**

- 2.1 The Grantee has the right to access to, enter into and use in common with others, the fan room on the Lot Burdened.
- 2.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) only use the fan room for its intended purpose;
  - (b) clean up any spillage that may have been caused by the Grantor in or near the fan room;
  - (c) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

  
Registered Proprietor

  
Mortgagee

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

(Sheet 3 of 9 sheets)

**SP74571**

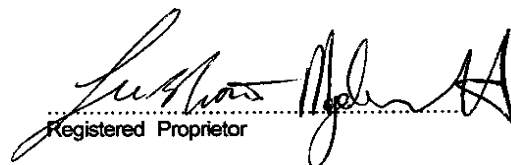
Plan of subdivision of lot 101  
in DP 1079787 covered by  
~~Strata~~ subdivision certificate number  
**SC 743**

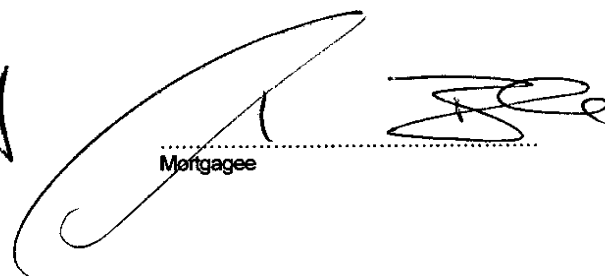
**Part 2 (Continued)**

- (e) make good any collateral damage; and
  - (f) comply with any rules in any Strata Management Statement.
- 2.3 The Grantee may only do a thing under this easement within the site of the easement.
- 2.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**3. Terms of easement for access 2.05 wide (P) numbered 3 in the Plan**

- 3.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot with or without workmen, tools and equipment for all lawful purposes.
- 3.2 The easement right is subject to the conditions that the Grantor and each Authorised Person:
- (a) exercises their respective rights consistently with the rights of all other parties who have the same of similar rights; and
  - (b) complies with any by-laws in any Strata Management Statement relevant to the site of the easement.
- 3.3 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
  - (c) make good any collateral damage.
- 3.4 The Grantee may only do a thing under this easement within the site of the easement.
- 3.5 The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

  
.....  
Registered Proprietor

  
.....  
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
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(Sheet 4 of 9 sheets)

**SP74571**

Plan of subdivision of lot 101  
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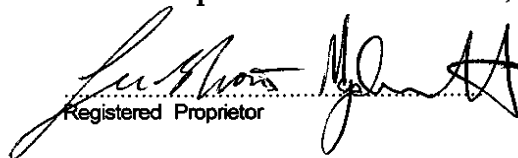
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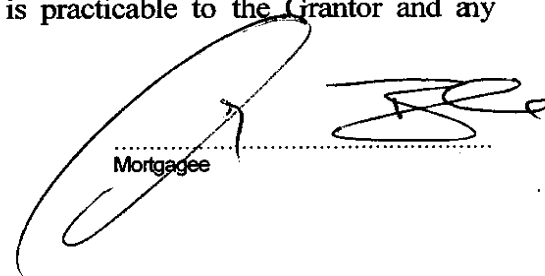
**4. Terms of easement for maintenance of plant variable width (Q) numbered 4 in the Plan**

- 4.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot with or without workmen, tools and equipment for all lawful purposes.
- 4.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (c) make good any collateral damage; and
  - (d) comply with any rules in any Strata Management Statement.
- 4.3 The Grantee may only do a thing under this easement within the site of the easement.
- 4.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**5. Terms of easement for plant 1.5 wide (R) numbered 5 in the Plan**

- 5.1. The Grantee has the right to:
- (a) install plant and equipment on the Lot Burdened;
  - (b) access the Lot Burdened (either with or without workmen, tools and equipment) for the purposes of inspecting, maintaining, repairing and renewing the plant and equipment installed in the Lot Burdened; and
  - (c) do all other things necessary in connection with ownership of the plant and equipment on the Lot Burdened.
- 5.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

  
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Plan of subdivision of lot 101  
in DP 1079787 covered by  
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**Part 2 (Continued)**

- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (c) make good any collateral damage; and
  - (d) comply with any rules in any Strata Management Statement.
- 5.3 The Grantee may only do a thing under this easement within the site of this easement.
- 5.4 The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**6. Definitions**

**“Authorised Person”** means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee’s visitors, employees and contractors.

**“Building Management Committee”** means building management committee constituted under a Strata Management Statement.

**“Conducting Medium”** means any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or other exhaust flue or duct and other apparatus through or in which a Service passes or is stored or contained.

**“Conveyancing Act”** means the *Conveyancing Act 1919 (NSW)* as that may be amended from time to time and includes any regulations under that Act.

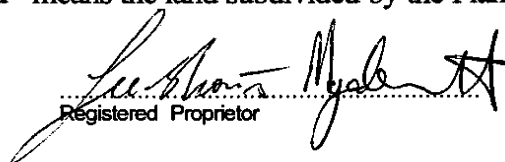
**“Council”** means Shellharbour City Council.

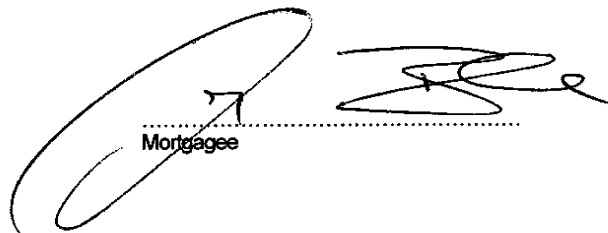
**“Grantee”** means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression “Grantee” wherever used means and includes the Grantee and every Authorised Person.

**“Grantor”** means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

**“Instrument”** means this instrument.

**“Land”** means the land subdivided by the Plan.

  
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE  
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

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Plan of subdivision of lot 101  
in DP 1079787 covered by

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**SC 743**

**Part 2 (Continued)**

**“Lot”** means a lot in the Plan.

**“Lot Benefited”** in connection with a restriction or easement the subject of this instrument, means the Lot Benefited by the relevant restriction or easement.

**“Lot Burdened”** in connection with a restriction or easement the subject of this Instrument, means the Lot Burdened by the relevant restriction or easement.

**“Plan”** means the plan to which this instrument relates.

**“Shared Facility”** means a shared facility under a Strata Management Statement.

**“Strata Freehold Act”** means the *Strata Schemes (Freehold Development) Act 1973* as that Act may be amended from time to time and includes any regulations under that Act.

**“Strata Management Statement”** means a strata management statement registered in accordance with the provisions of Division 2B of the Strata Freehold Act.

**7. Interpretation**

7.1 The expression “Grantor” includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

7.2 The expression “Grantee” includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.

7.3 The terms of each easement, covenant and restriction in this Instrument are covenants and agreements:

- (a) between each relevant Grantor and relevant Grantee;
- (b) which annex to each relevant easement, covenant and restriction; and
- (c) which pass with the burden and benefit of each relevant easement, covenant and restriction.

7.4 Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and

  
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

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Plan of subdivision of lot 101  
in DP 1079787 covered by  
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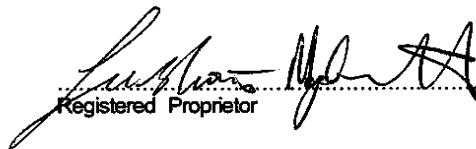
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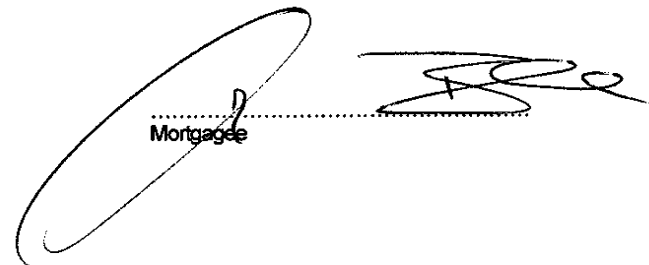
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction.

7.5 If matters relating to the maintenance, repair or replacement of any part of a Lot Burdened the subject of an easement, covenant or restriction in this Instrument are covered or regulated by a Strata Management Statement, then:

- (a) the terms of that Strata Management Statement:
  - (i) apply to that easement, covenant or restriction; and
  - (ii) bind the relevant Grantor and Grantee; and
- (b) to the extent of any inconsistency between the Strata Management Statement and the terms of the relevant easement, covenant or restriction, then the terms of the Strata Management Statement prevail to the extent of the inconsistency.

7.6 If the terms of any easement allow the Grantor to make rules in connection with the easement site or the use of the easement site, and the easement site is a Shared Facility, then the rules of the Building Management Committee in connection with the easement site or the use or the easement site prevail to the extent of any inconsistency.

  
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 8 of 9 sheets)

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Plan of subdivision of lot 101  
in DP 1079787 covered by  
~~subdivision~~ certificate number  
**SC 743**

Strata

**DATED:** 8-9-2005

**EXECUTION:**

**THE COMMON SEAL STELLAR  
MARITZ PTY LIMITED  
ACN 100 871 145** the affixing of which  
was witnessed by:



*[Signature]* (Robert Kodr)

*[Signature]*  
Signature of director

*[Signature]*  
Signature of director/secretary

MICHAEL SHOUJI LEE  
Name

MAJED HAWATT  
Name

*[Signature]*  
Registered Proprietor

*[Signature]*  
Mortgagee

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

(Sheet 9 of 9 sheets)



Plan of subdivision of lot 101 in DP 1079787 covered by ~~subdivision~~ certificate number SC 743

**THE COMMON SEAL PERMANENT TRUSTEE AUSTRALIA LTD ACN 008 412 913** the affixing of which was witnessed by:

[Signature]  
Signature of director

[Signature]  
Signature of director/secretary

MICHAEL SHOUJI LEE  
Name

MAJED HAWATT.  
Name

[Signature]

Robert Kodr  
Name

[Signature]

Robert Kodr  
Name

PERMANENT TRUSTEE AUSTRALIA LIMITED ACN 008 412 913 by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereby they execute this deed document or instrument.

NSW BK4022 No 346

Group A Attorney	Group B Attorney
Signature	Signature
Name JOHN MEYER	Name KYLEE BOZICEVIC

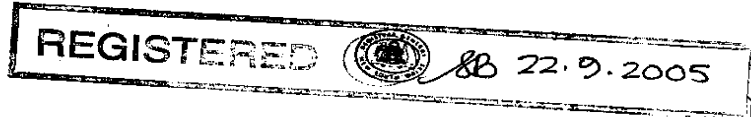
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Neslie  
NICOLE LESLIE  
35 CLARENCE STREET, SYDNEY, 2000

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[Signature]  
Registered Proprietor

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# Strata Management Statement

## Shell Harbour Resort

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## INTRODUCTION

This Statement relates to the Building known as “Stella Maritz” situated at 20 – 26 Addison Street, Shell Harbour, New South Wales 2529 and has been entered into pursuant to section 28S of the *Strata Schemes Management Act 1996 (NSW)*.

The Building comprises 2 separate components which are:

1. the Residential Building; and
2. the Retail Building.

The Residential Building is comprised within lot 101 in deposited plan 1079787 (which was subdivided by the Residential Strata Plan (strata plan number 74571) and the Retail Building is comprised within lot 100 in deposited plan 1079787.

## SCHEDULES

The following Schedules form part of this Statement:

Schedule 1 - Dictionary

Schedule 2 - Rules for interpretation

Schedule 3 - Shared Facilities and Division of Costs

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## TERMS

### 1. EFFECT OF THIS STATEMENT

#### 1.1 Effect

This Statement has effect as an agreement under seal binding:

- (a) each Owners Corporation;
- (b) each Strata Lot Owner;
- (c) each Strata Lot Occupier;
- (d) each Stratum Lot Owner or mortgagee in possession of a Stratum Lot; and
- (e) each Stratum Lot Occupier.

### 2. GENERAL OBLIGATIONS OF MEMBERS AND PARTIES BOUND BY THIS STATEMENT

#### 2.1 General obligations of the Members

Each Member must:

- (a) make sure the Building Management Committee remains properly constituted in accordance with this Statement and the Strata Titles Legislation;
- (b) promptly comply with its obligations under this Statement;
- (c) promptly comply with the directions of the Building Management Committee;
- (d) make sure the Building Management Committee effects and maintains the Insurances;
- (e) make sure the Building Management Committee convenes an annual general meeting at least once each 12 month period;
- (f) make sure the Building Management Committee has in place a policy regarding the Repair of the Shared Facilities;
- (g) cause or permit the implementation of decisions of the Building Management Committee; and
- (h) cause the Building Management Committee to carry out its Functions under this Statement.

#### 2.2 General obligations of the Parties

Each Party:

- (a) must comply with its obligations in this Statement;

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- (b) must comply with the directions of the Building Management Committee;
- (c) must not hinder implementation of decisions of the Building Management Committee;
- (d) in an emergency, must give access to each other Party over the Fire Exit Areas;
- (e) must permit the Shared Facilities which are located in that part of the Building in which it has an interest to remain on site and not removed, altered, varied or changed except at the direction of the Building Management Committee;
- (f) must permit unrestricted access to the Shared Facilities which are located in that part of the Building of which it has an interest:
  - (i) by the Building Management Committee;
  - (ii) by the Strata Manager;
  - (iii) by the Facilities Manager;
  - (iv) by any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities; and
  - (v) by any other party authorised by the Building Management Committee.

### **2.3 Subdivision of Stratum Lots and further strata management statements**

- (a) Members and Parties acknowledge:
  - (i) Stratum Lots may be subdivided into one or more Stratum Lots or by a Strata Plan; and
  - (ii) a subsequent strata management statement may be registered with any such Strata Plan.
- (b) Members and Parties agree:
  - (i) not to object to any subdivision contemplated by clause 2.3(a);
  - (ii) not to hinder or prevent any subdivision contemplated by clause 2.3(a); and
  - (iii) not to hinder the registration of any subsequent strata management statement in circumstances where the rights and obligations of each Member and Party under any such subsequent strata management statement substantially correspond with the rights and obligations of each Member and Party under this Statement.
- (c) Members and Parties will be regarded as having consented to:
  - (i) any such subdivision; and

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- (ii) any subsequent strata management statement which may be registered with any Strata Plan in circumstances where the rights and obligations of each Member under any such subsequent strata management statement substantially correspond with the rights and obligations of each Member under this Statement.
- (d) Members who are Owners Corporations agree they will pass the necessary special resolutions consenting to a subsequent strata management statement contemplated by clauses 2.3(a) and 2.3(b) and will execute the documents (including the subsequent strata management statement) required by the owner of the relevant Stratum Lot to enable registration of any subdivision and subsequent strata management statement.
- (e) Each Strata Lot Owner agrees it will vote in favour of any motion at a meeting of its Owners Corporation to give effect to clause 2.3(d).
- (f) Members who are Stratum Lot Owners agree to execute the documents (including any subsequent strata management statement) required by the owner of the relevant Stratum Lot to enable registration of any subdivision and subsequent strata management statement.

#### 2.4 Altering or adding to the Shared Facilities

- (a) The provisions of this clause 2.4 apply until the Building Management Committee receives written notice from the Original Owner to the effect the Original Owner no longer intends to exercise any rights under this clause.
- (b) Members and Parties acknowledge:
  - (i) it may be necessary to alter or add to the Shared Facilities or alter the proportions of Shared Costs to more accurately reflect the arrangements in connection with the Shared Facilities and the Shared Costs; and
  - (ii) any such changes would require this Statement being amended and an amended Statement registered at the Department of Land and Property Information.
- (c) Members agree not to object to any such amendments recommended by the Original Owner and will be regarded as having consented to:
  - (i) any such amendments; and
  - (ii) any amendment to this Statement,which may be recommended by the Original Owner.
- (d) Members who are Owners Corporations agree they will pass the necessary special resolutions consenting to the amendments to this Statement contemplated by clauses 2.4(b) and 2.4(c) and will execute the documents required by the Development Act to enable registration of any such amendments.



- (e) Members who are Stratum Lot Owners agree to execute the documents required by the Development Act to enable registration of any such amendments.

## **2.5 By-laws**

Each Member who is an Owners Corporations must ensure the by-laws for its Strata Scheme is not inconsistent with this Management Statement. If there is inconsistency, then no later than 21 Business Days after a request from the Building Management Committee, the Owners Corporation must amend its by-laws to rectify the inconsistency.

## **3. BUILDING MANAGEMENT COMMITTEE**

### **3.1 Establishment and obligations**

- (a) Registration of this Statement establishes the Building Management Committee.
- (b) The Building Management Committee:
  - (i) must appoint a Strata Manager;
  - (ii) must appoint a Facilities Manager; and
  - (iii) may enter into contracts with third party service providers.

### **3.2 Composition**

The Members of the Building Management Committee are:

- (a) each Owners Corporation; and
- (b) the registered proprietor of each Stratum Lot that has not been subdivided under the Strata Titles Legislation.

### **3.3 Representatives**

- (a) Each Member must:
  - (i) appoint a Representative to represent it on the Building Management Committee;
  - (ii) give to the Strata Manager and each other written notice of the name, address and telephone number of its Representative; and
  - (iii) notify each other about any changes.
- (b) A Member may appoint more than one Representative to represent it on the Building Management Committee. The provisions of this clause do not affect the voting entitlements of a Member who appoints more than one Representative to represent it on the Building Management Committee.

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- (c) Anything done by a Representative of a Member has the same effect as if done by the Member.
  - (d) Each Member:
    - (i) may change its Representative at any time; and
    - (ii) may appoint a casual Representative or substitute for a particular meeting or meetings; and
    - (iii) who is an Owners Corporation agrees it will give all necessary directions to its Representative or Substitute Representative to enable that party to vote at meetings of the Building Management Committee.

### 3.4 Functions

- (a) The Functions of the Building Management Committee are to:
  - (i) make decisions about matters delegated to the Building Management Committee under in this Statement;
  - (ii) make decisions about:
    - keeping the Fire Exit Areas clean and keeping the Fire Exit Areas safe and in a good state of repair and condition; and
    - keeping the doors to the Fire Exit Areas operational;
  - (iii) make Rules;
  - (iv) convene and hold meetings;
  - (v) operate and Repair the Shared Facilities;
  - (vi) change, add to or extend the Shared Facilities;
  - (vii) change, add to or adjust Shared Costs (except those relating to Insurances which are governed by the Strata Titles Legislation);
  - (viii) make decisions concerning the Shared Costs including:
    - the manner in which they are to be paid;
    - the manner in which they are to be collected; and
    - the manner in which contributions to the Shared Costs should be banked and the manner in which, and by whom, cheques are to be drawn;
  - (ix) determine and levy contributions to the Administrative Fund and the Sinking Fund and make payments from those funds;
  - (x) effect the Insurances;
  - (xi) enter into contracts with persons to provide services;

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- (xii) make decisions regarding:
    - the appointment of the Strata Manager;
    - the terms of his engagement; and
    - any other matter in connection with the Strata Manager and his appointment;
  - (xiii) make decisions regarding:
    - the appointment of the Facilities Manager;
    - the terms of his engagement; and
    - any other matter in connection with the Facilities Manager and his appointment;
  - (xiv) supervise any contractor or agent, including the Strata Manager and the Facilities Manager, contracted to or engaged on behalf of the Building Management Committee; and
  - (xv) comply with this Statement and the Strata Titles Legislation.
- (b) The Building Management Committee must appoint one of its Members to act as chairperson for each meeting; must appoint one of its Members to act as secretary; must appoint one of its Members to act as treasurer; and may appoint any other office bearer considered necessary by the Building Management Committee.
- (c) The functions of the secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee; convene meetings; prepare and distribute notices and minutes of meetings; and keep the books and records.
- (d) The functions of the treasurer are to prepare budgets; prepare financial statements; send out notices for, collect and bank contributions to the Administrative Fund and the Sinking Fund; pay accounts; keep the accounting records of the Building Management Committee.
- (e) The functions of the chairperson are to preside at those meetings of the Building Management Committee which he attends.

### 3.5 Rules

- (a) The Building Management Committee may make Rules to assist in the management and operation of the Building.
- (b) Any Rule must have regard to the various types of use in the Building and must not be inconsistent with that use.
- (c) If any Rule is inconsistent with this Strata Management Statement, this Strata Management Statement prevails to the extent of any inconsistency.

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### **3.6 Power to appoint**

In the exercise of its Functions, the Building Management Committee may:

- (a) enter into contracts with consultants, experts and other such parties;
- (b) engage consultants, experts and other such parties; and
- (c) appoint any party its agent.

### **3.7 Meetings**

The Building Management Committee must hold a meeting if:

- (a) requested by notice in writing by a Member;
- (b) no other meeting has been held in the preceding 12 month period of each anniversary of the date of registration of this Statement; or
- (c) the Building Management Committee is otherwise required to do so under this Statement or by Law.

### **3.8 Request for meeting**

- (a) A request for a meeting must state the issue or proposal for the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

### **3.9 Notice of meetings**

- (a) The Building Management Committee must normally give at least 5 Business Days' notice of a meeting to each Member.
- (b) In the case of an emergency, the Building Management Committee may give a shorter notice.
- (c) The Building Management Committee must call a meeting within 10 Business Days of receiving a written notice from a Member calling for a meeting.

### **3.10 Quorum**

- (a) A quorum must be present at a meeting of the Building Management Committee to vote on any motion.
- (b) A quorum for a meeting is:
  - (i) if the Original Owner is a Member, the Representative or Substitute Representative of the Original Owner; and
  - (ii) if the Original Owner is not a Member, the Representative or Substitute Representative of all Members.

- (c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.
- (d) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting is that number of Representatives or Substitute Representatives present at the time appointed for the adjourned meeting.
- (f) At an adjourned meeting, one Representative or Substitute Representative may constitute a quorum.

### 3.11 Minutes

Minutes of the meeting must be distributed to each Member 10 Business Days of the meeting.

### 3.12 Voting

- (a) At each meeting of the Building Management Committee, each Member through its Representative or Substitute Representative is entitled to exercise the following votes:
  - (i) each Owners Corporation 1 vote
  - (ii) each Stratum Lot Owner 1 vote
- (b) A Defaulting Member is not entitled to vote at meetings of the Building Management Committee.
- (c) The Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (d) If the Building Management Committee decides on a matter, it must be decided by a Unanimous Resolution.

### 3.13 Deadlock

If at any meeting of the Building Management Committee a Unanimous Resolution is not passed on any motion, either Member may serve a Dispute Notice as contemplated by clause 19.

### 3.14 Proxies

- (a) A Member may at any time appoint a person to represent the Member at a meeting of the Building Management Committee if a Representative or a Substitute Representative will not be present at the meeting. The person so appointed may exercise all powers which may be exercised by the Representative if present at the meeting.

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- (b) A Representative may appoint a proxy to attend a meeting at which the Representative and the Substitute Representative are unable to be present. A person so appointed may exercise all of the powers which the Representative could have exercised if present at the meeting.
- (c) Every such appointment must be in writing under the hand of the appointor or, if the appointor is a body corporate, under the hand of a director or duly authorised officer of the body corporate. The appointment must be tabled at the relevant meeting before the person appointed may exercise any of the powers conferred on that person.

#### **4. FINANCIAL AFFAIRS**

##### **4.1 Administrative Fund and Sinking Fund**

- (a) Within one month after the registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Sinking Fund.
- (b) The Administrative Fund must be used to:
  - (i) pay the day to day expenses of cleaning, operating and Repairing the Shared Facilities;
  - (ii) pay the Insurances; and
  - (iii) pay any other costs which are not Sinking Fund costs.
- (c) The Building Management Committee must use the Sinking Fund to pay all costs for renewing, upgrading and replacing the Shared Facilities.

##### **4.2 Budgets**

- (a) The Building Management Committee must prepare a budget for each 12 month period.
- (b) Each budget must be based on an estimate of the costs and expenditures to:
  - (i) pay Shared Costs; and
  - (ii) satisfy any obligation of the Building Management Committee under this Statement, the Strata Titles Legislation or any other Law.
- (c) Each budget must contain itemised details of:
  - (i) each Shared Facility for which a Member is responsible to contribute;
  - (ii) each item of Insurance for which a Member is responsible to contribute;
  - (iii) the proportion which each Member must contribute to each Shared Facility and each item of Insurance; and

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- (iv) the amount of the proportion which each Member must contribute to each Shared Facility and each item of Insurance.
- (d) The first budget must be prepared within one month of registration of this Statement.

#### **4.3 Contributions**

- (a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Sinking Fund for each 12 month period. The amount of the contributions must be based on the budget for the relevant 12 month period.
- (b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Sinking Fund in accordance with each of their relevant proportions.
- (c) The first contribution must be levied within one month of registration of this Statement.
- (d) Contributions are due and payable by a Member for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

#### **4.4 Payment by Members**

- (a) Each Member must pay each levy within one month of the due date for the payment of the levy.
- (b) If a Member fails to do so, it becomes a Defaulting Member.

#### **4.5 Interest for late payment**

- (a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.

#### **4.6 Financial statement**

As soon as practicable, but no later than 3 months after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds in the Administrative Fund and the Sinking Fund.

#### **4.7 Additional amounts payable**

If the amounts payable or paid under clause 4.3 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Sinking Fund to enable the Building

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Management Committee to carry out its obligations under this Statement and the Strata Titles Legislation.

#### **4.8 Deposit of moneys**

- (a) The Building Management Committee must open accounts for the Administrative Fund and Sinking Fund with its bank, building society or credit union.
- (b) The Building Management Committee must:
  - (i) deposit into the Administrative Fund all amounts and levies received from Members as contributions to the Administrative Fund; and
  - (ii) deposit into the Sinking Fund all amounts and levies received from Members as contributions to the Sinking Fund.
- (c) The Building Management Committee must pay all invoices, statements and accounts of the Building Management Committee out of either the Administrative Fund or the Sinking Fund in the manner required by clause 4.1(b) and clause 4.1(c).
- (d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Sinking Fund must be credited to Sinking Fund.

#### **4.9 Surplus funds**

- (a) The Building Management Committee may distribute surplus funds in shares determined by the Building Management Committee.
- (b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

#### **4.10 Dispute**

- (a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.
- (b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

### **5. SHARED FACILITIES**

#### **5.1 Shared Facilities**

A list of the Shared Facilities is set out in Schedule 3.

#### **5.2 Amending Shared Facilities**

- (a) The Building Management Committee may by Unanimous Resolution vary, modify, add to or adjust the Shared Facilities.

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- (b) If this occurs, the Shared Facilities in Schedule 3 are automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the Department of Land and Property Information to record the change.

### **5.3 Repairing Shared Facilities**

- (a) The Building Management Committee must ensure the Shared Facilities are properly Repaired.
- (b) The Building Management Committee, at its discretion, may enter into maintenance agreements with contractors to operate and Repair the Shared Facilities.

### **5.4 Government Agency compliance**

The Building Management Committee must:

- (a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and
- (b) obtain any certification of the Shared Facilities required by any Authority or any Law.

### **5.5 Use of Shared Facilities**

Each Party must:

- (a) only use a Shared Facility for its intended purpose;
- (b) notify the Building Management Committee of any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and
- (c) compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

## **6. COSTS AND THE MANNER OF SHARING THEM**

### **6.1 Shared Costs**

Each Member must pay its proportion of the Shared Costs.

### **6.2 Proportions**

- (a) The respective proportions of the Shared Costs are:
- (i) for the Shared Services, the Fire Exit Areas, the fees payable to the Strata Manager and the Facilities Manager, the proportions set out in Schedule 3; and

- (ii) for the Insurances, the relative proportion of the replacement value as required by s84(4) of the Management Act.
- (b) The Building Management Committee must apportion the Shared Costs in the proportions stated in this Statement and the Strata Titles Legislation.

### 6.3 Amending proportions

The Building Management Committee may vary the proportions stated in Schedule 3 by Unanimous Resolution. If this occurs, each proportion of Shared Costs in Schedule 3 is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the Department of Land and Property Information to record the change.

### 6.4 Dispute regarding proportions

Disputes regarding proportions must be determined in accordance with clause 19 and the expert must determine the adjustments to be made (if any).

## 7. INSURANCES AND RELEASE

### 7.1 Insurances

- (a) The Building Management Committee must effect the following Insurances:
  - (i) a damage policy in accordance with the Management Act;
  - (ii) machinery breakdown insurance for each Shared Facility which is not covered under warranty;
  - (iii) public liability insurance for each Shared Facility;
  - (iv) Workers Compensation if required by Law; and
  - (v) any other insurance decided by the Building Management Committee.
- (b) The Building Management Committee must take out each policy:
  - (i) in the joint names of each Member; and
  - (ii) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.
- (c) Each insurance policy must be consistent with the valuations as determined by a suitably qualified valuer.

### 7.2 Initial valuation

The Building Management Committee must have the initial valuation prepared by a suitably qualified valuer within 6 months of the registration of this Strata Management Statement.

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### 7.3 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months to determine currently policies and the requirement of additional policies if necessary;
- (b) have the Building valued for insurance purposes by a qualified valuer at least once every 48 months; and
- (c) immediately effect new Insurances or adjust existing Insurances if there is an increase in or a new risk to the Building.

### 7.4 Affect Insurances

- (a) A Party must not at any time do anything that might:
  - (i) void or prejudice the Insurances; or
  - (ii) increase the insurance premiums.
- (b) Clause 7.4(a) does not apply if the Party first obtains the consent of the Building Management Committee.
- (c) If a Party does anything to increase an insurance premium, the Party must pay the increased amount.

### 7.5 Use by a Party of property

- (a) If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Building, that Party:
  - (i) does so at its own risk; and
  - (ii) releases the other Party from any:
    - claim and demand of any kind; and
    - liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Building.
- (b) Clause 7.5(a)(ii) does not apply if the damage, death or injury is caused by the negligence of the other Party.

### 7.6 Insurance by Members

- (a) Each Member must effect the following insurance for that part of the Building which it owns:
- (b) public liability insurance;
- (c) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty; and

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- (d) if the Member is an Owners Corporation, contents insurance for its Common Property.

## **8. MAINTENANCE, REPAIR AND THE EXTERNAL APPEARANCE OF THE BUILDING**

### **8.1 Residential Owners Corporation**

- (a) The Residential Owners Corporation must carry out its obligations to maintain and repair Common Property and personal property vested in the Residential Owners Corporation in accordance with s62 of the Management Act.
- (b) The Residential Owners Corporation may only make a determination under s62(3) of the Management Act if it first obtains the consent of the Building Management Committee.
- (c) If the Residential Owners Corporation breaches clause 8.1(b), the Residential Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.

### **8.2 Retail Proprietor**

The Retail Proprietor must keep the Retail Building in a clean and tidy condition and in a reasonable state of repair.

### **8.3 Architectural Code**

- (a) The Building Management Committee may adopt an Architectural Code.
- (b) The Parties must comply with any Architectural Code adopted by the Building Management Committee.
- (c) Except as provided in the Architectural Code or by Unanimous Resolution, the Residential Owners Corporation must not alter the external appearance of the Residential Building.
- (d) A Party must:
  - (i) make a written application to the Building Management Committee for any consent required under the Architectural Code; and
  - (ii) submit to the Building Management Committee the plans, specifications and other information required by the Building Management Committee to consider any consent under the Architectural Code.
- (e) The Building Management Committee is deemed to have refused an application for a consent under the Architectural Code if the Building Management has not made a decision within 2 months.
- (f) The Building Management Committee must supply to a Party a copy of the Architectural Code as soon as practicable after request.

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## 8.4 Changes to Architectural Code

By Unanimous Resolution, the Building Management Committee may amend or vary the Architectural Code. The Architectural Code will be automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution.

## 9. BOOKS AND RECORDS

- (a) The Building Management Committee must:
  - (i) keep records and books of account of all the amounts payable and payments made under this statement; and
  - (ii) enter all matters and transactions usually entered in books of account kept by property managers.
- (b) The Building Management Committee must make available the records and books of account for inspection during normal business hours on reasonable notice by a Party.
- (c) The Building Management Committee must keep copies of notices given or received, agendas, motions and minutes.
- (d) The Building Management Committee must make available for inspection the materials the subject of clause 9(c) during normal business hours on reasonable notice by a Party.
- (e) A Party may, at its own expense, copy books and records of the Building Management Committee, however the Party is not permitted to remove the records without the prior consent of the Building Management Committee.

## 10. STRATA MANAGER

### 10.1 Appointment

- (a) The Building Management Committee must appoint a Strata Manager to assist the Building Management Committee to perform its Functions in this Statement.
- (b) The Strata Manager must be a licensed strata managing agent as required by the Management Act.
- (c) The terms of any agreement with the Strata Manager may be on such terms and conditions as determined by the Building Management Committee.

### 10.2 Delegation of Functions

- (a) Subject to clause 10.2(b), the Building Management Committee may delegate its Functions and the Functions of its offices to the Strata Manager.

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- (b) The Building Management Committee may not delegate the following Functions to the Strata Manager:
- (i) functions which the Building Management Committee may only exercise by Unanimous Resolution;
  - (ii) the Function to determine levies to the Administrative Fund and the Sinking Fund; and
  - (iii) any Function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

### **10.3 Management Fee**

The Members must contribute to the Management Fee in the proportions set out in Schedule 3.

### **10.4 Strata Manager as agent**

- (a) If required by the Building Management Committee, the Strata Manager must enter into agreements with other parties as the agent for the Building Management Committee.
- (b) The Building Management Committee indemnifies the Strata Manager and agrees to keep the Strata Manager indemnified for any cost, expense or charge incurred by the Strata Manager in properly performing its Functions under any such agreement.

## **11. FACILITIES MANAGER**

### **11.1 Appointment**

- (a) The Building Management Committee may appoint a Facilities Manager to provide services for the Building Management Committee in connection with the operation, and Repair of the Shared Facilities.
- (b) The terms of any agreement with the Facilities Manager may be on such terms and conditions as determined by the Building Management Committee.

### **11.2 Duties of Facilities Manager**

- (a) If required by the Building Management Committee, the Facilities Manager must enter into agreements with other parties as the agent for the Building Management Committee.
- (b) The Building Management Committee indemnifies the Facilities Manager and agrees to keep the Facilities Manager indemnified for any cost, expense or charge incurred by the Facilities Manager in properly performing its Functions under any such agreement.

## 12. ACCESS

### 12.1 Rights of access over Fire Exit Areas

- (a) Occupiers of any part of the Building have at all times the right to unrestricted access over the Fire Exit Areas for the purposes of exiting the Building in the event of an emergency or when a fire drill is being conducted.
- (b) Each Member agrees as follows regarding the Fire Exit Areas in that part of the Building in which it has an interest:
- (i) it will not change the location or the nature of the Fire Exit Areas;
  - (ii) it will not use the Fire Exit Areas for any purpose than the purpose for which they were designed and built;
  - (iii) it will not store or place anything in the Fire Exit Areas;
  - (iv) it will not obstruct the Fire Exit Areas;
  - (v) it will keep the Fire Exit Areas clean and free from rubbish;
  - (vi) it will keep the Fire Exit Areas safe and in a good state of repair and condition; and
  - (vii) it will keep the doors to the Fire Exit Areas operational.
- (c) On giving reasonable notice, a Member may have access to other parts of the Building in which it does not have an interest for the purposes of establishing compliance with the provisions of clause 12.1(b).

### 12.2 Air conditioning service platform

- (a) The air conditioning service platform is located on the roof of the Residential Building, and is the subject of an easement in favour of the Retail Proprietor.
- (b) The Residential Owners Corporation:
- (i) must not do anything to hinder, or prevent, the Retail Proprietor from exercising its rights under the easement; and
  - (ii) must, at its own expense, maintain in good order and repair the easement site, and access to the easement site.

## 13. GARBAGE

### 13.1 Separate garbage rooms

- (a) Each of the Retail Building and the Residential Building have their own separate garbage rooms.

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- (b) The Retail Proprietor and each Retail Occupier may only use the garbage room in the Retail Building for its intended use, and may not use the garbage room in the Residential Building.
- (c) The Residential Owners Corporation and each Residential Strata Lot Owner and Residential Strata Lot Occupier may only use the garbage room in the Residential Building for its intended use, and may not use the garbage room in the Retail Building.

## **14. WATER FEATURE**

### **14.1 Shared Facility**

The Water Feature is a Shared Facility.

### **14.2 Maintenance program**

- (a) Within one month of the date of registration of this Statement, the Building Management Committee must establish a maintenance program for the ongoing operation, repair and maintenance of the Water Feature.
- (b) The Building Management Committee must, if considered appropriate, engage the properly qualified consultants to assist it in connection with the ongoing operation, maintenance and repair of the Water Feature.

## **15. SIGNS**

### **15.1 Residential Building**

- (a) No Sign may be attached on or to the Residential Building or to a Residential Strata Lot or in a Residential Strata Lot which is visible from outside the Residential Building unless it is of a type, location, size and dimensions as approved by the Building Management Committee, which approval may be granted or withheld by the Building Management Committee in its absolute discretion.
- (b) Any Sign erected on the Residential Building with the consent of the Building Management Committee must:
  - (i) be one which has been approved by the Council; and
  - (ii) be maintained, repaired and replaced at the direction of the Building Management Committee.

## **16. BUILDING WORKS**

### **16.1 Residential Building**

This clause binds the Residential Owners Corporation, Residential Strata Lot Owners and Residential Strata Lot Occupiers.



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## 16.2 Building Works

- (a) Building Works may not be carried out to a Residential Strata Lot or the Residential Building unless they are Building Works which have been first approved by the Building Management Committee.
- (b) Consent of the Building Management Committee is not required for:
  - (i) Building Works which relate to the fit out of a Residential Strata Lot (provided the works will not affect the structure of the Residential Strata Lot, the Residential Building or the external appearance of the Residential Strata Lot or the Residential Building); and
  - (ii) Building Works which relate to the erection of a Sign which has been approved by the Building Management Committee.
- (c) In giving its approval to Building Works, the Building Management Committee may impose conditions, which must be complied with.

## 17. COMPLIANCE WITH BY-LAWS

### 17.1 Parties bound

This clause binds the Residential Owners Corporation, Residential Lot Owners and Residential Lot Occupiers.

### 17.2 Certain by-laws

The Residential Owners Corporation, each Residential Lot Owner and each Residential Lot Occupier must comply with the by-laws of the Residential Strata Scheme as if they were set out in full in this Statement.

## 18. DAMAGE OR DESTRUCTION TO THE BUILDING

### 18.1 Development Act

This part 18 is subject to any order made under Sections 50 or 51 of the Development Act.

### 18.2 Partial Damage

- (a) The following provisions apply in the event of Partial Damage.
- (b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.
- (c) Where Partial Damage is confined to that part of the Building within the land of a Member (in this clause 18.2(c) called the "Affected Member"), the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be paid to the Affected Member and such moneys shall forthwith be applied by the Affected Member

in the re-building, replacing, repairing or restoring the portion of the Building so damaged, as the case may require.

- (d) Where Partial Damage is not confined to that part of the Building within the land of a Member, the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the Partial Damage. Such moneys shall then forthwith be applied by the Members in re-building, replacing, repairing or restoring the portions of the Building so damaged, as the case may require.
- (e) Each Member shall be entitled to reasonable access to that part of the Building within the land of the other Member for the purpose of effecting such repairs.

### 18.3 Total Damage

- (a) The following provisions apply in the event of Total Loss Damage.
- (b) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:
  - (i) the Insurer to elect reinstatement as the basis of settlement; and
  - (ii) to the Authorities with a view to reinstating the Building in accordance with its original design. The Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.
- (c) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.
- (d) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Building in accordance with its original design is permitted by the Authorities:
  - (i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Building in accordance with its original design from the proceeds of the Insurances;
  - (ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and
  - (iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its original design as soon as practicable.
- (e) If, instead of reimbursement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:

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- (i) each Member shall receive a proportion of the proceeds of Insurances paid by the Insurer in the same proportion that the premium was payable by it;
- (ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;
- (iii) the Members do not have an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;
- (iv) each Member must advise the other Members of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and
- (v) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a shared cost.

## **19. DISPUTES**

### **19.1 Parties to, and nature of, a Dispute**

- (a) The party or parties to a Dispute include the Building Management Committee, a Member, an Owner or an Occupier.
- (b) A Dispute means any dispute, difference, disagreement or controversy between any of the parties referred to in clause 22.1(a) in connection with, or arising out of, this Statement or the interpretation of this Statement.

### **19.2 Obligation to resolve**

The parties to a Dispute must endeavour in good faith to resolve the Dispute before they take action under this clause.

### **19.3 Notice of Dispute**

- (a) Any party referred to in clause 19.1(a) may at any time notify another party or parties referred to in clause 19.1(a) of a Dispute.
- (b) A party notifies another party or parties by serving a Dispute Notice.
- (c) A Dispute Notice must:
  - (i) identify the subject matter of the Dispute;
  - (ii) state the facts upon which the party relies;
  - (iii) identify the provisions of the Statement relevant to the Dispute;
  - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the party giving the Dispute Notice; and

- (v) contain any particulars of the amount in Dispute (if any).
- (d) If the Dispute is not resolved within 10 Business Days from the time of service of the Dispute Notice, a party to the Dispute may by written notice to the other party or parties to the Dispute require the Dispute to be determined by an independent expert.

#### **19.4 Appointment of an Expert**

- (a) If within 10 Business Days of the notice given under clause 19.3(d) the parties to the Dispute cannot agree to and jointly appoint an expert, any party to the Dispute may request the President of the Law Society of NSW to appoint an expert.
- (b) The expert acts as an expert and not as an arbitrator.
- (c) Except as to matters of Law, the expert's decision including any decision about an expense arising from the Dispute, is final and binding on each party to the Dispute.
- (d) The appointment must require the expert to make a decision within 20 Business Days of the appointment.
- (e) The expert may appoint consultants as the expert thinks necessary to advise on any aspect of the dispute.
- (f) Each party to the Dispute may make written submissions to the expert about the dispute and costs.

#### **19.5 Submission to expert**

- (a) If a party to the Dispute makes a submission, that party must:
  - (i) submit it within 10 Business Days of the appointment of the expert; and
  - (ii) provide the other parties to the Dispute with a copy of submissions within 24 hours of submission to the expert.
- (b) A party who makes a submission must:
  - (i) co-operate with the expert; and
  - (ii) as required by the expert, promptly provide the expert with information in the possession or control of that person and relevant to the matter to be determined.
- (c) Clause 19.5(b) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

- 
- (d) Within 20 Business Days of the expert's appointment, the expert must determine the matters in dispute having regard to the written submissions, this statement and the expert's own enquiries.

## 19.6 Expert's determination

- (a) The expert must:
- (i) give reasons for the determination; and
  - (ii) determine how the cost of any determination is paid.
- (b) A party is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this clause 19.

## 19.7 Costs

- (a) The parties to the Dispute must equally share the costs of any expert or mediator.
- (b) Each party is responsible for their own costs in connection with the Dispute.

## 20. NOTICES AND SERVICE

### 20.1 Notices

- (a) A notice under this Statement must be in writing.
- (b) Each Party may send a notice:
- (i) by hand;
  - (ii) by facsimile transmission; or
  - (iii) by security post.
- (c) A notice is deemed to be given:
- (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile transmission, at the time recorded on the transmission report; and
  - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

### 20.2 Service by facsimile

Clause 20.1(c)(ii) does not apply if:

- (a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

- (b) the transmission report of the sender indicates a faulty or incomplete transmission.

### **20.3 Address**

Each Member must address a notice to the representative of a Member as notified under clause 3.3(a).

## **21. GENERAL**

### **21.1 Waiver**

A provision of or right created under this Statement may only be:

- (a) waived if the waiver is in writing and signed by the Member granting the waiver, or
- (b) varied if the variation is in writing and signed by each Member.

### **21.2 Exercise of a right**

- (a) A Member may exercise a right:
  - (i) at the Member's discretion; and
  - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

### **21.3 Severance**

- (a) Subject to clause 21.3(b):
  - (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite clause 21.3(a)(i), a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole provision must be severed.
- (b) If an event under clause 21.3(a) occurs, the remainder of this Statement continues in full force and effect.

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## **21.4 Consent**

Subject to an express provision in this statement, a Member may in the Member's absolute discretion:

- (a) give the Member's consent conditionally or unconditionally; or
- (b) withhold the Member's consent.

## **21.5 Entire statement**

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

## **21.6 To the extent the Law permits**

The terms of this Statement apply to the extent the Law permits.

## **21.7 Cumulative rights**

A Member's rights under this Statement are in addition to the rights of the Members at Law.

## **21.8 Further assurances**

Each Member at the Member's own expense must:

- (a) do everything reasonably necessary to give effect to:
  - (i) this Statement; and
  - (ii) the transactions contemplated by this Statement, including the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

## **22. GST**

### **22.1 Payment of GST**

A recipient of a Taxable Supply made under this document must pay to the Supplier, in addition to the consideration for the Taxable Supply, any GST paid or payable by the Supplier in respect of the Taxable Supply.

The Recipient must pay the GST to the Supplier at the same time as the consideration is payable.

### **22.2 Reimbursements**

A party's obligation to reimburse another party for an amount paid or payable to a third party (eg a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

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Stella Maritz – Strata Management Statement

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## **22.3 Tax invoices**

Each party making a Taxable Supply under this document must issue a tax invoice to the other party for each Taxable Supply.

## **22.4 Adjustment note**

Each party must issue an adjustment note to the other party (as soon as it becomes aware) of an adjustment event relating to a Taxable Supply by it under this document.

## **22.5 Indemnities**

If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.

If a party has an indemnity or costs on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

## **22.6 Amending this Statement**

This Statement may only be amended by way of a Unanimous Resolution at a duly convened meeting of the Building Management Committee.



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## SCHEDULE 1 – DICTIONARY

<b>Administrative Fund</b>	The fund established by the Building Management Committee for the purposes contemplated by clause 4.1(b).
<b>Architectural Code</b>	The Architectural Code in adopted by the Building Management Committee.
<b>Authority</b>	Any Governmental Agency or any other authority or body having authority over or jurisdiction in respect of the Building.
<b>Building</b>	The building comprising the Retail Building and the Residential Building.
<b>Building Management Committee</b>	The committee required by the Strata Titles Legislation, the subject of clause 3.
<b>Building Works</b>	Works of any kind to the Residential Building.
<b>Business Day</b>	Any day which is not a Saturday or a Sunday or a day on which trading banks are closed.
<b>Chairperson</b>	The Chairperson of the Building Management Committee.
<b>Common Property</b>	The common property of a Strata Scheme.
<b>Conducting Media</b>	Any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or exhaust flue or duct and other apparatus through which a service passes.
<b>Defaulting Member</b>	Has the meaning given in clause 4.4.
<b>Development Act</b>	The <i>Strata Schemes (Freehold Development) Act 1973 (NSW)</i> .
<b>Dispute</b>	Has the meaning given to it by clause 19.
<b>Dispute Notice</b>	A notice given under clause 19.3.
<b>Expert</b>	A person appointed under clause 19.
<b>Facilities Manager</b>	A person appointed by the Building Management Committee under clause 11.
<b>Fire Exit Areas</b>	Those parts of the Building which are fire escape passages or fire escape stairs.
<b>Function</b>	Includes duty, right and obligation.

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<b>Governmental Agency</b>	Any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.
<b>Insurances</b>	Means: <ul style="list-style-type: none"><li>(a) the insurance which the Building Management Committee must effect under the Strata Titles Legislation and this Statement; and</li><li>(b) any other insurances which the Building Management Committee determines to effect.</li></ul>
<b>Insurer</b>	The party with whom the Insurances is effected.
<b>Law</b>	Includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.
<b>Management Act</b>	The <i>Strata Schemes Management Act 1996 (NSW)</i> .
<b>Member</b>	A member of the Building Management Committee as determined by clause 3.2
<b>Operating Costs</b>	The costs of operating the Shared Facilities.
<b>Original Owner</b>	Stella Maritz Pty Limited ACN 100 871 145.
<b>Owners Corporation</b>	The owners corporation for a Strata Scheme.
<b>Partial Damage</b>	Any damage to the Building or any part of it which is not total loss damage.
<b>Party</b>	A party bound by this Statement.
<b>Plan</b>	Deposited plan 1079787.
<b>Repair</b>	To clean, maintain, repair, renew or replace.
<b>Repair Costs</b>	The costs of Repairing the Shared Facilities (including any amount payable to any contractor under a maintenance agreement or any other agreement).
<b>Representative</b>	A Member's representative on the Building Management Committee.
<b>Residential Building</b>	The building comprising the Residential Strata Scheme.
<b>Residential Strata Lot Occupier</b>	The lessee, licensee or occupier of a Residential Strata Lot.

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<b>Residential Strata Lot Owner</b>	The registered proprietor from time to time of a Residential Strata Lot.
<b>Residential Owners Corporation</b>	The Owners – Strata Plan 74571.
<b>Residential Strata Lot</b>	A Strata Lot in the Residential Strata Scheme.
<b>Residential Strata Plan</b>	Strata Plan 74571.
<b>Residential Strata Scheme</b>	The Strata Scheme constituted on registration of the Residential Strata Plan.
<b>Retail Building</b>	The building erected on the Retail Stratum.
<b>Retail Occupier</b>	Each lessee, licensee and occupier of the Retail Building.
<b>Retail Proprietor</b>	The registered proprietor from time to time of the Retail Building, including any mortgagee in possession.
<b>Retail Stratum</b>	Is: <ul style="list-style-type: none"><li>(a) Lot 100 in the Plan; and</li><li>(b) if that lot is subdivided, then the lot or lots created by the subdivision.</li></ul>
<b>Rules</b>	The rules made by the Building Management Committee in relation to the operation and management of the Building.
<b>Shared Costs :</b>	Means: <ul style="list-style-type: none"><li>(a) in respect of the Shared Facilities:<ul style="list-style-type: none"><li>(i) the Repair Costs;</li><li>(ii) the Operating Costs; and</li><li>(iii) any amount which the Building Management Committee determines is a Shared Cost;</li></ul></li><li>(b) the fees and other monies payable to the Strata Manager and the Facilities Manager;</li><li>(c) the costs in connection with the Insurances; and</li><li>(d) any amount which the Building Management Committee determines is a Shared Cost.</li></ul>

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<b>Shared Facilities:</b>	<b>Means:</b> <ul style="list-style-type: none"><li>(a) the services, facilities, machinery and equipment referred to in Schedule 3;</li><li>(b) any alterations, additions or replacement of those items;</li><li>(c) any services, facilities, machinery and equipment which the Building Management Committee determines are Shared Facilities; and</li><li>(d) any Conducting Media connected to or forming part of these items.</li></ul>
<b>Sign</b>	Includes a sign, boarding, advertisement and placard.
<b>Sinking Fund</b>	The fund established by the Building Management Committee for the purposes contemplated by clause 4.1(c) .
<b>Statement</b>	This strata management statement.
<b>Strata Lot</b>	A lot in a Strata Plan.
<b>Strata Lot Occupier</b>	The tenant, licensee or occupier of a Strata Lot, not being a Strata Lot Owner.
<b>Strata Lot Owner</b>	The registered proprietor of a Strata Lot.
<b>Strata Manager</b>	A person appointed by the Building Management Committee under clause 10.
<b>Strata Scheme</b>	The strata scheme constituted on registration of a Strata Plan.
<b>Strata Plan</b>	A strata plan registered under the Strata Titles Legislation.
<b>Strata Titles Legislation</b>	The Development Act and the Management Act (or either of them as the context requires).
<b>Stratum Lot</b>	A lot in a plan of subdivision as defined by s7A of the <i>Conveyancing Act 1919 (NSW)</i> which has not been subdivided under the Strata Titles Legislation, and if a Stratum Lot is subdivided then a lot or lots created by the subdivision.
<b>Stratum Lot Occupier</b>	The tenant, licensee or occupier of a Stratum Lot, not being a Stratum Lot Owner.

<b>Stratum Lot Owner</b>	The registered proprietor of a Stratum Lot; and if a Stratum Lot has been subdivided, the registered proprietors for the time being of the new lots.
<b>Substitute Representative</b>	A representative appointed pursuant to clause 3.3(d).
<b>Total Loss Damage</b>	Damage to the Building which requires the demolition and dismantling of the remains of the Building and the total reinstatement of the Building.
<b>Unanimous Resolution</b>	A resolution on a motion before the Building Management Committee without a vote being cast against it
<b>Water Feature</b>	The equipment and facilities comprising the water feature, and being a Shared Facility.

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## SCHEDULE 2 - RULES FOR INTERPRETATION

In this Deed unless the context indicates a contrary intention:

- (a) words denoting any gender include all genders;
- (b) the singular number includes the plural and vice versa;
- (c) references to any legislation includes any legislation which amends or replaces that legislation;
- (d) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns;
- (e) a person includes companies and corporations and vice versa;
- (f) except in the dictionary, headings do not affect the interpretation of this Deed;
- (g) the construction least favourable to the Party responsible for drafting the Deed will not be adopted against that Party merely because that Party put forward the first draft of this Deed;
- (h) words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause;
- (i) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
- (j) a reference to a document includes any variation or replacement of it;
- (k) a reference to any thing includes the whole or each part of it;
- (l) if this statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day;
- (m) if an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs;
- (n) a reference to a day is a reference to a time period which begins at midnight and ends 24 hours later; and
- (o) a reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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Stella Maritz – Strata Management Statement

## SCHEDULE 3 - SHARED FACILITIES AND DIVISION OF COSTS

Shared Facility or Shared Service	Location Within the Building	Purpose	Stratum Lot 1 (% of Shared Costs payable by the owner of the lot) (Commercial)	Stratum Lot 2 (% of Shared Costs payable by the owner of the lot) (Residential)	Method of determining % of Shared Costs
<b>1 Fire Services</b>					
Sprinkler pipes	Basement	Spread of fire	10	90	Area
Hydrants	Ground	Spread of fire	33	67	Area
Hydrant pipes	Ground	Spread of fire	33	67	Area
Hose reels	Basement	Spread of fire	33	67	Location
Emergency warning system	Various	Fire Alarm	10	90	Entitlement
Emergency exit lighting	Stairs-South Block	Emergency lighting	33	67	Location
Portable fire extinguisher	Basement	Spread of fire	10	90	Area
Fire Indicator Panel	Sprinkler room	Fire Indicator	10	90	Area

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Stella Maritz – Strata Management Statement

Shared Facility or Shared Service	Location Within the Building	Purpose	Stratum Lot 1 (% of Shared Costs payable by the owner of the lot) (Commercial)	Stratum Lot 2 (% of Shared Costs payable by the owner of the lot) (Residential)	Method of determining % of Shared Costs
<b>2</b>					
<b>Hydraulics</b>					
Basement s/w pumps	Basement	S/W Pump-out	10	90	Area
Basement s/w pipes	Basement	S/W System	10	90	Area
Water Main	Sprinkler Room	Sprinklers	10	90	Entitlement
Sewage pipes	South Block	Wastewater Connection	33	67	Area
Sewer Pumping well	Basement	Sewer Pump-out	50	50	Usage
<b>3</b>					
<b>Electrical</b>					
Mechanical Exhaust fans(1 & 2)	Basement	Electricity	10	90	Area
Waterfeature	Basement Plantroom	Electricity	50	50	Location & Usage
Main switchboard	Basement	Electricity	10	90	Entitlement
Electrical substation	Addison Street	Electricity	10	90	Power Consumption
Main Distribution Board	Ground	Telephone	10	90	Entitlement



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Stella Mariz – Strata Management Statement

Shared Facility or Shared Service	Location Within the Building	Purpose	Stratum Lot 1 (% of Shared Costs payable by the owner of the lot) (Commercial)	Stratum Lot 2 (% of Shared Costs payable by the owner of the lot) (Residential)	Method of determining % of Shared Costs
<b>4 Mechanical Services</b>					
Carpark exhaust and smoke fan No 1	Basement	Exhaust pollution	10	90	Area
Car park exhaust and smoke fan No2	Basement	Exhaust pollution	10	90	Area
Mechanical control Panel	Sprinkler room	Fan Controls	10	90	Area
<b>5 Security</b>					
Intercom system	Ground/Ramp	Security	10	90	Area
<b>6 On Site Management</b>					
Building Management Committee	N/A	Manage shared facility	50	50	Two Parties
Strata Manager	N/A	----	50	50	Two Parties

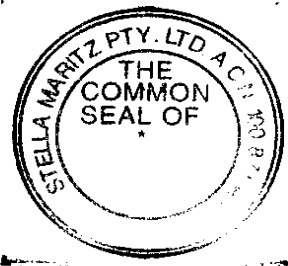
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Stella Maritz – Strata Management Statement

Facilities Manager	N/A	----	50	50	Two Parties
Shared Facility or Shared Service	Location Within the Building	Purpose	Stratum Lot 1 (% of Shared Costs payable by the owner of the lot)	Stratum Lot 2 (% of Shared Costs payable by the owner of the lot)	Method of determining % of Shared Costs
<b>7 Insurance</b>					
Damage Policy	Complete Building	Replacement	10	90	Entitlement
Public liability	Complete Building	Damages	10	90	Entitlement
Workers Compensation	Complete Building	Damages	10	90	Entitlement
<b>8 Common Areas</b>					
Roller Shutters (3 No)	Driveway/Common areas	Security	10	90	Area
Access Gates	Ground floor commercial	Access	10	90	Area
Traffic Control (signs, enforcement)	Basement	Safety	10	90	Area
<b>9 Water Feature</b>					
Water Feature Includes Equipment Maintenance & Repairs	Centre Courtyard	Recreation	50	50	Location & Usage

Date: 8-9-2005

Execution by registered proprietor



THE COMMON SEAL of STELLA MARITZ ACN 100 871 145 the affixing of which was witnessed by: *[Signature]*

*[Signature]*  
Signature of director

MAJED HAWATT  
Name

*[Signature]*  
Signature of director/secretary

SHOUJI  
MICHAEL LEE  
Name

Execution by mortgagee

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913  
by its Attorneys who state that they have no notice  
of revocation of the Power of Attorney dated 2nd June 1993,  
whereby they execute this deed document or instrument.  
Power of Attorney No. BOOK 4020 NO. 346  
Group A Attorney *[Signature]* Group B Attorney *[Signature]*  
Signature

JENNIE BEAVERS Susan Davis

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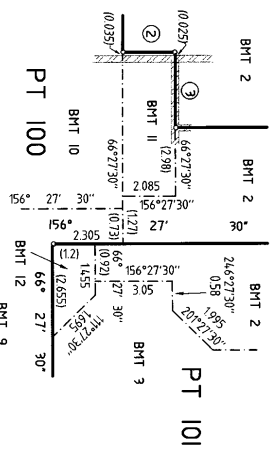
REGISTERED  SB 22.9.2005



**SCHEDULE OF HEIGHT LIMITS**

BHT 1	UNLIMITED IN HEIGHT AND DEPTH
BHT 2	UNLIMITED IN HEIGHT TO RL 21.05
BHT 3	UNLIMITED IN HEIGHT TO RL 20.82
BHT 4	UNLIMITED IN HEIGHT TO RL 19.68
BHT 5	UNLIMITED IN HEIGHT TO RL 19.17
BHT 6	UNLIMITED IN HEIGHT TO RL 24.00
BHT 7	UNLIMITED IN HEIGHT TO RL 23.10
BHT 8	UNLIMITED IN HEIGHT TO RL 24.07
BHT 9	UNLIMITED IN HEIGHT TO RL 24.36
BHT 10	UNLIMITED IN HEIGHT TO RL 24.97
BHT 11	UNLIMITED IN HEIGHT TO RL 21.75
BHT 12	UNLIMITED IN HEIGHT TO RL 21.34

DIAGRAM 1  
SHOWING LOCATION OF HEIGHT LIMITATIONS

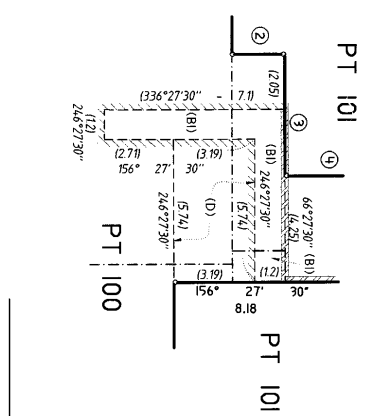


**SCHEDULE OF SHORT LINES**

No.	BEARING	DIST	DESCRIPTION	No.	BEARING	DIST	DESCRIPTION
1	56°27'30"	3.23		11	156°27'30"	6.49	FW
2	286°27'30"	2.88		12	56°27'30"	1.12	FW
3	396°27'30"	3.79	CENTRE 0.2 WALL	13	56°27'30"	6.49	FW
4	396°27'30"	4.25	CENTRE 0.09 WALL	14	156°27'30"	1.8	FW
5	66°27'30"	4.25	EASTERN FACE OF WALL & COLUMNS	15	246°27'30"	2.775	FW
6	156°27'30"	3.46		16	156°27'30"	4.7	FW
7	336°27'30"	1.65		17	246°27'30"	1.2	FW
8	66°27'30"	1.65		18	336°27'30"	6.5	FW
9	336°27'30"	2.285		19	156°27'30"	6.49	FW
10	66°27'30"	1.675		20	246°27'30"	1.2	FW
				21	336°27'30"	6.49	FW
				22	336°27'30"	6.49	FW

FW DENOTES FACE OF WALL  
 BC DENOTES BOUNDARY IS APPROXIMATELY  
 PASSING THROUGH THE CENTRE OF THE WALL

DIAGRAM 2  
SHOWING LOCATION OF EASEMENTS



(A) EASEMENT FOR PADMOUNT SUBSTATION 2.775 WIDE (OP)0574442)  
 (B) EASEMENT FOR ACCESS 1.2 WIDE AND VARIABLE WIDTH  
 HEIGHT LIMITATIONS AS PER LOT 100

(B2) EASEMENT FOR ACCESS 1.2 WIDE AND VARIABLE WIDTH  
 LIMITED IN HEIGHT TO RL 20.82 AND UNLIMITED IN DEPTH  
 (B3) EASEMENT FOR ACCESS 1.2 WIDE AND VARIABLE WIDTH  
 LIMITED IN HEIGHT TO RL 19.68 AND UNLIMITED IN DEPTH  
 (B4) EASEMENT FOR ACCESS 1.2 WIDE AND VARIABLE WIDTH  
 LIMITED IN HEIGHT TO RL 19.17 AND UNLIMITED IN DEPTH

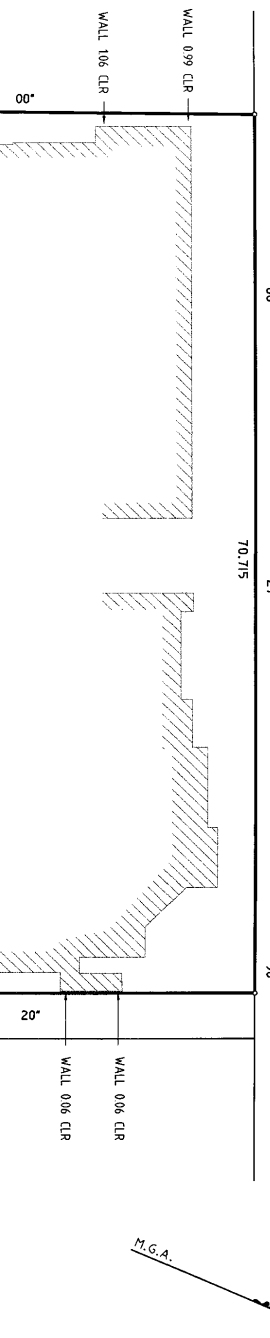
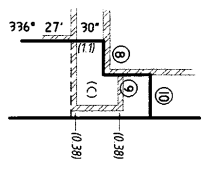


DIAGRAM 3  
NTS



**BASEMENT**

(C) EASEMENT FOR EGRESS VARIABLE WIDTH  
 LIMITED IN HEIGHT TO RL 23.10 AND UNLIMITED IN DEPTH  
 (D) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH  
 LIMITED IN HEIGHT TO RL 21.05 AND UNLIMITED IN DEPTH

DP1079787

Registered: 28.09.2005

This is sheet 2 of my plan in 8 sheets  
 dated 27-4-2005

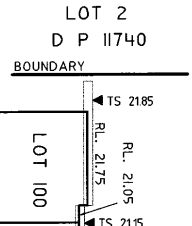
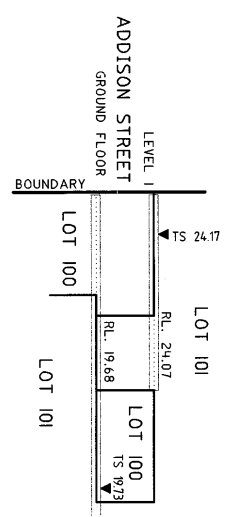
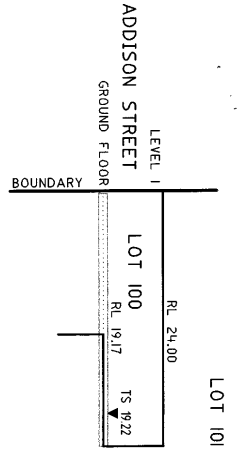
(Signature)  
 Surveyor registered under the Surveying Act, 2002.

This is sheet 2 of the plan of 6 sheets covered by Subdivision Certificate No. 331 of 03

For use where space is insufficient in any panel on Plan Form 2.

- EASEMENT FOR LETTERBOXES 0.26 WIDE (LIMITED IN STRATHUN) (J)
- EASEMENT FOR ACCESS 1.2 WIDE & VARIABLE WIDTH (LIMITED IN STRATHUN) (K)
- RIGHT OF PUBLIC ACCESS (LIMITED IN STRATHUN) (L)

Reduction Ratio: 1:300  
 SURVEYOR'S REFERENCE: 7301-6(B)

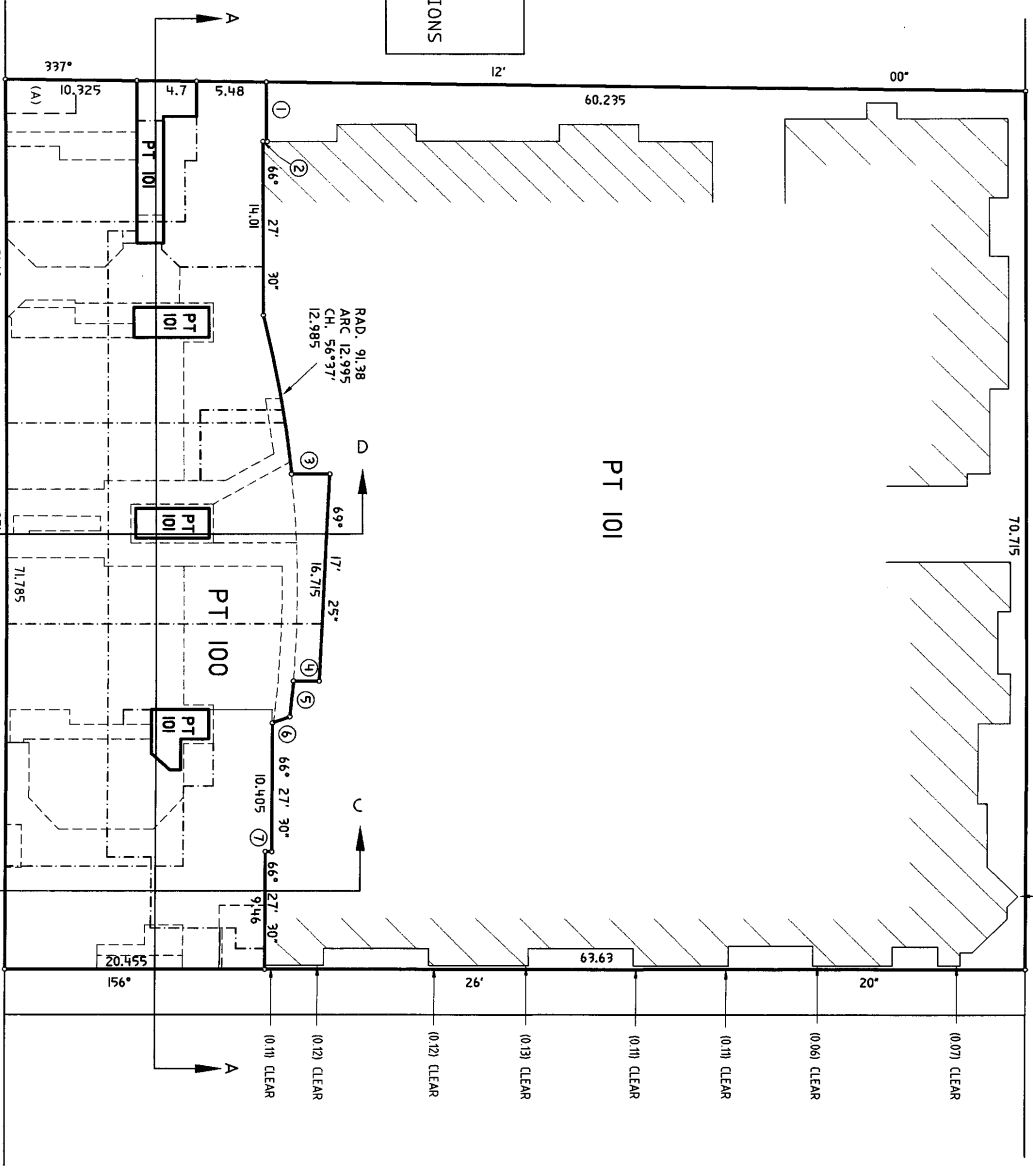


SEE SHEET 4 FOR LOCATION OF EASEMENTS  
 OVER THE GROUND FLOOR  
 SEE SHEET 5 FOR LOCATION OF HEIGHT LIMITATIONS  
 OVER THE GROUND FLOOR

(A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP057442)  
 TS DENOTES TOP OF SLAB

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DIST	ARC	RADIUS	DESCRIPTION
1	66°27'30"	4.785			CENTRE 0.27 WALL
2	156°27'30"	0.255			FACE OF WALL
3	336°27'30"	2.985			FACE OF WALL
4	156°27'30"	2.005			FACE OF WALL
5	72°04'30"	2.88		91.38	FACE OF WALL
6	136°44'25"	1.47			FACE OF WALL
7	155°27'30"	0.5			FACE OF WALL



Plan Drawing only to appear in this space

DP1079787

Registered: 8 09 2005

This is sheet 3 of my plan in 6 sheets.  
 dated 27-11-2005

(Signatures)  
 Surveyor registered under the Surveying Act, 2002.

This is sheet 3 of the plan of 6 sheets covered by Subdivision Certificate No. 531 of 03

Authorised Person/General Manager/Professional Officer  
 For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio: 1:300

SURVEYOR'S REFERENCE: 7301-6(B)

**SCHEDULE OF SHORT & CURVED LINES**

No.	BEARING	DIST	ARC	RADIUS	DESCRIPTION
1	336°27'30"	2.88			
2	156°27'30"	2.005			
3	72°04'30"	2.88			
4	136°44'25"	1.47			
5	156°27'30"	0.5			
6	66°27'30"	2.4			
7	156°27'30"	5.895			
8	246°27'30"	2.4			
9	336°27'30"	5.895			
10	156°27'30"	5.73			
11	156°27'30"	5.73			
12	156°27'30"	2.18			
13	156°27'30"	2.495			
14	156°27'30"	0.855			
15	246°27'30"	3.575			
16	336°27'30"	4.47			
17	336°27'30"	4.47			
18	156°27'30"	(2.285)			
19	156°27'30"	(1.1)			
20	66°27'30"	(3.33)			
21	66°27'30"	(1.2)			
22	66°27'30"	(0.23)			
23	156°27'30"	(1.2)			
24	246°27'30"	(1.43)			
25	66°27'30"	(3.37)			
26	212°27'30"	(3.3)			
27	66°27'30"	(3.3)			
28	246°27'30"	(2.28)			
29	246°27'30"	(0.48)			
30	246°27'30"	(1.09)			
31	66°27'30"	(0.52)			
32	212°27'30"	(1.995)			
33	156°27'30"	(1.215)			
34	158°08'00"	(4.485)			
35	65°45'00"	(16.695)			
36	249°20'55"	(12.6)			

**SCHEDULE OF HEIGHT LIMITS**

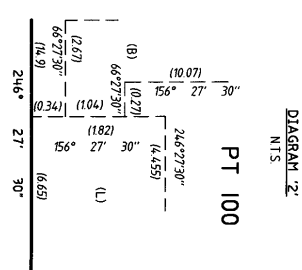
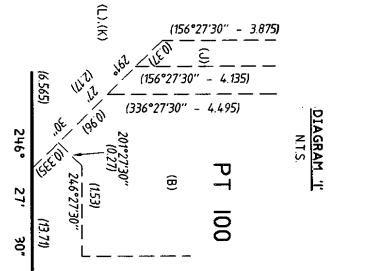
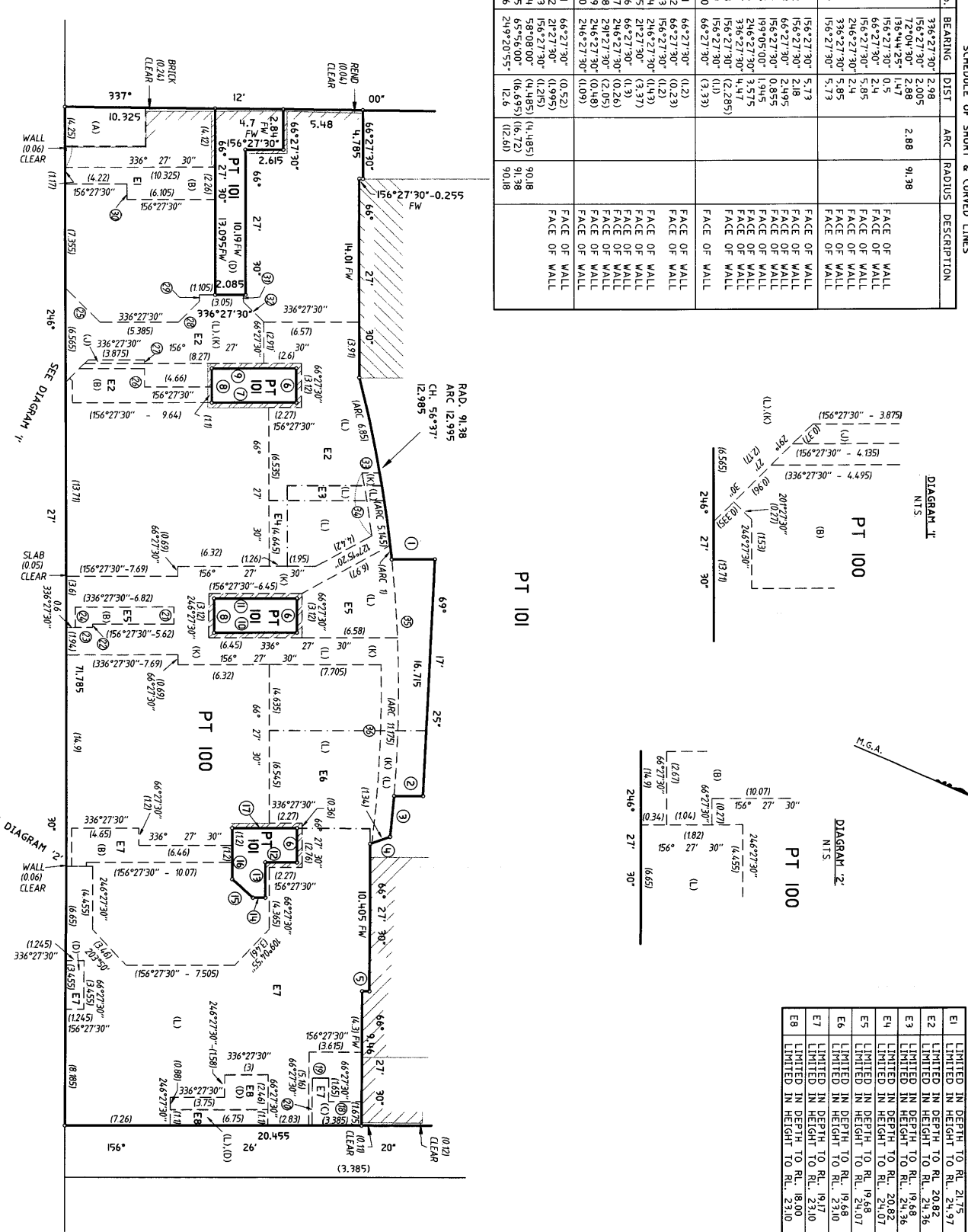
E1	E2	E3	E4	E5	E6	E7	E8
LIMITED IN DEPTH TO RL 21.75	LIMITED IN DEPTH TO RL 20.82	LIMITED IN DEPTH TO RL 24.36	LIMITED IN DEPTH TO RL 24.07	LIMITED IN DEPTH TO RL 19.68	LIMITED IN DEPTH TO RL 19.58	LIMITED IN DEPTH TO RL 19.71	LIMITED IN DEPTH TO RL 18.20

- (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (OPPOSITE)
- (B) EASEMENT FOR ACCESS 1.2 WIDE AND VARIABLE WIDTH
- (C) EASEMENT FOR EGRESS VARIABLE WIDTH
- (D) EASEMENT FOR MAINTENANCE OF PLANT VARIABLE WIDTH
- (E) EASEMENT FOR LETTERBOXES 0.26 WIDE
- (F) EASEMENT FOR ACCESS 1.2 WIDE AND VARIABLE WIDTH
- (G) RIGHT OF PUBLIC ACCESS

**GROUND FLOOR**  
**PLAN SHOWING LOCATION OF EASEMENTS**

Plan Drawing only to appear in this space

Reduction Ratio 1:200  
 SURVEYOR'S REFERENCE: 7301-6(B)

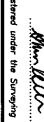


Registered: **DP1079787**  
 8-001-2205  
 This is sheet 4 of my plan in 6 sheets.  
 dated 27.11.2005.  
 (Signature) *[Signature]*  
 Surveyor registered under the Surveying Act 2002.  
 This is sheet 4 of the plan of 6 sheets covered by Subdivision Certificate No. **33** of **03**.  
 For use where space is insufficient in any panel on Plan Form 2.  
 Authorised Person/Competent-Member/Surveyor/Professional-Engineer  
*[Signature]*

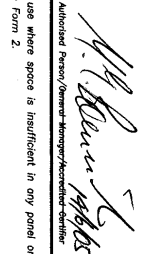
DP1079787

Registered:  8-09-2005

This is sheet 5 of my plan in 6 sheets, dated 27-11-2005

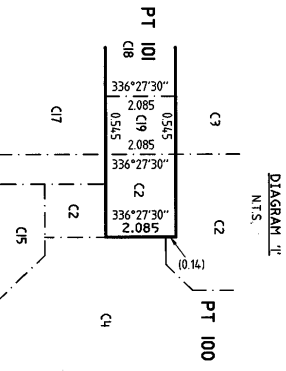
(Signature)   
 Surveyor registered under the Surveying Act, 2002.

This is sheet 5 of the plan of 6 sheets covered by Subdivision Certificate No. 531 of 03

Authorised Person/Surveyor/Engineer/Professional  
  
 For use where space is insufficient in any panel on Plan Form 2

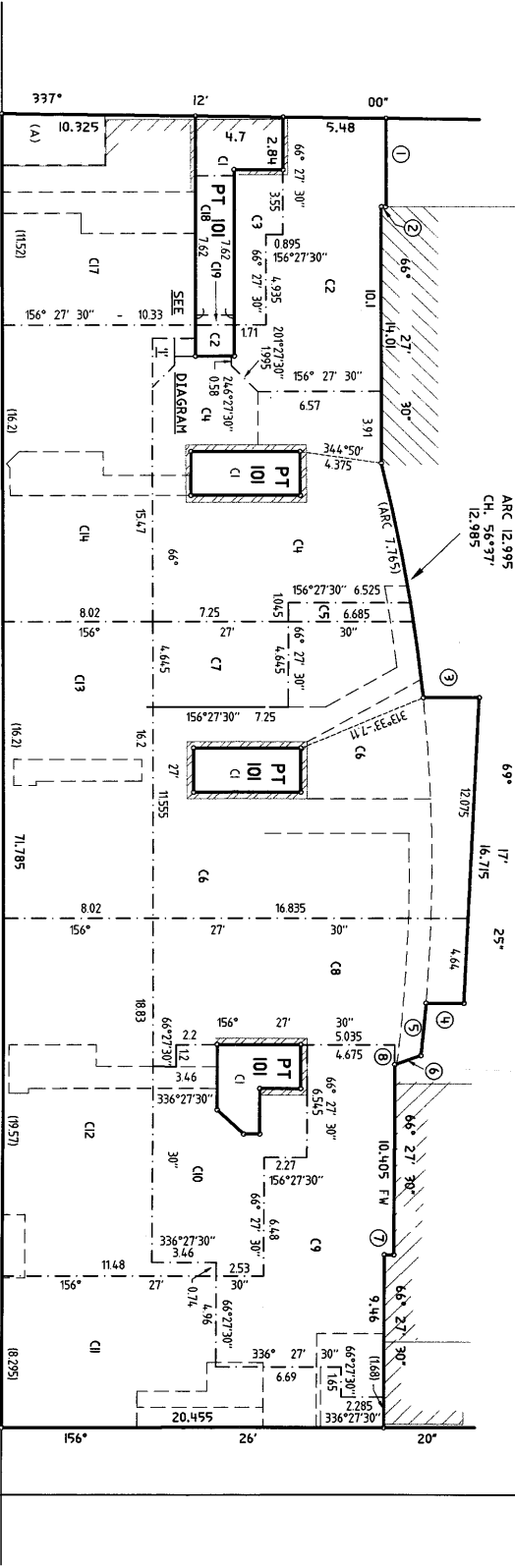
SCHEDULE OF HEIGHT LIMITS

C1	UNLIMITED IN HEIGHT AND DEPTH
C2	LIMITED IN DEPTH TO RL 21.05
C3	LIMITED IN DEPTH TO RL 21.05
C4	LIMITED IN DEPTH TO RL 21.05
C5	LIMITED IN DEPTH TO RL 21.05
C6	LIMITED IN DEPTH TO RL 21.05
C7	LIMITED IN DEPTH TO RL 21.05
C8	LIMITED IN DEPTH TO RL 21.05
C9	LIMITED IN DEPTH TO RL 21.05
C10	LIMITED IN DEPTH TO RL 21.05
C11	LIMITED IN DEPTH TO RL 21.05
C12	LIMITED IN DEPTH TO RL 21.05
C13	LIMITED IN DEPTH TO RL 21.05
C14	LIMITED IN DEPTH TO RL 21.05
C15	LIMITED IN DEPTH TO RL 21.05
C16	LIMITED IN DEPTH TO RL 21.05
C17	LIMITED IN DEPTH TO RL 21.05
C18	LIMITED IN DEPTH TO RL 21.05
C19	LIMITED IN DEPTH TO RL 21.05



SCHEDULE OF SHORT & CURVED LINES

NO.	BEARING	DIST	ARC	RADIUS	DESCRIPTION
1	66°27'30"	4.785			
2	156°27'30"	0.255			
3	336°27'30"	2.98			
4	156°27'30"	2.005			
5	72°04'30"	2.88	2.88	91.38	
6	156°27'30"	1.47			
7	156°27'30"	0.5			
8	246°27'30"	1.455			FACE OF WALL



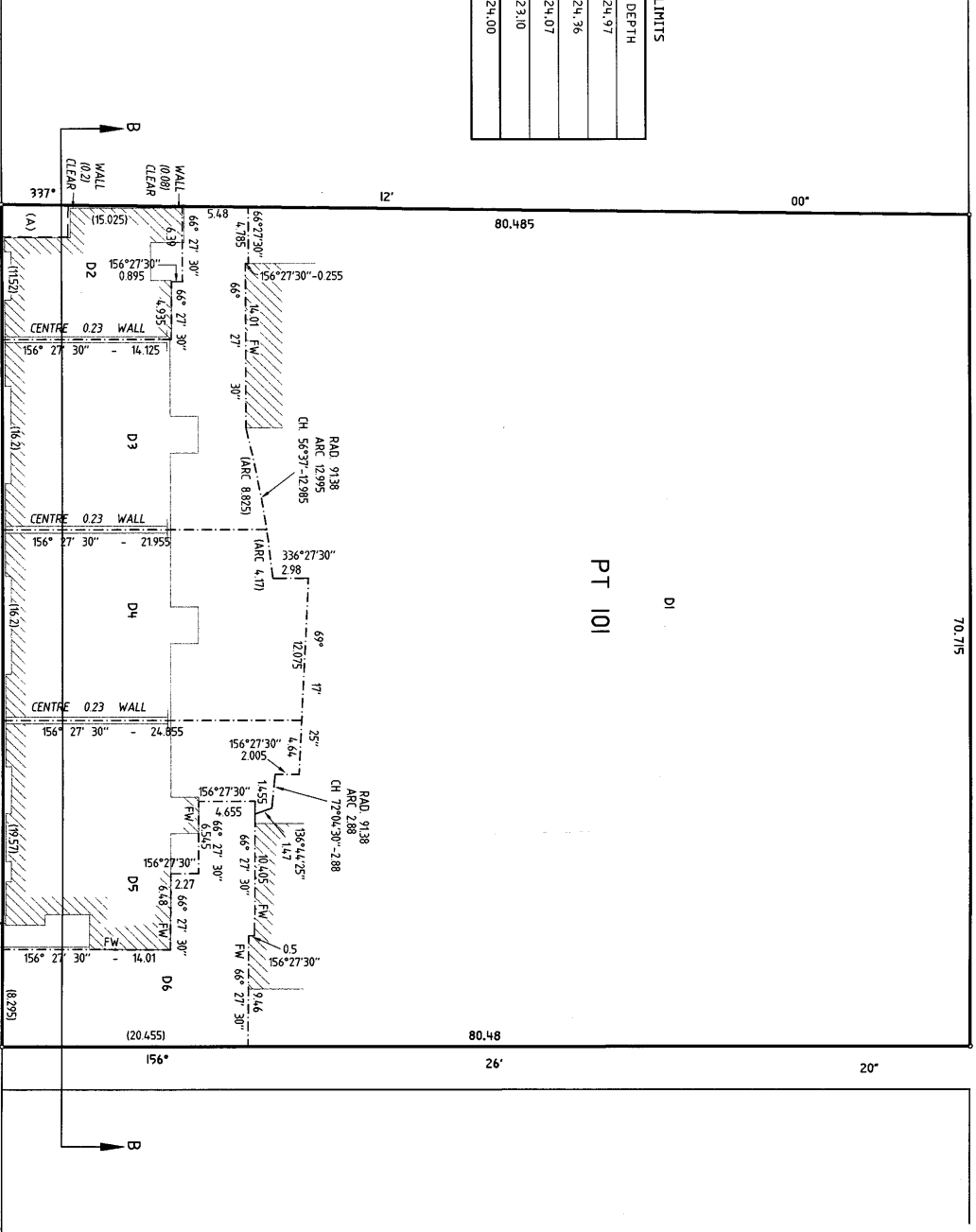
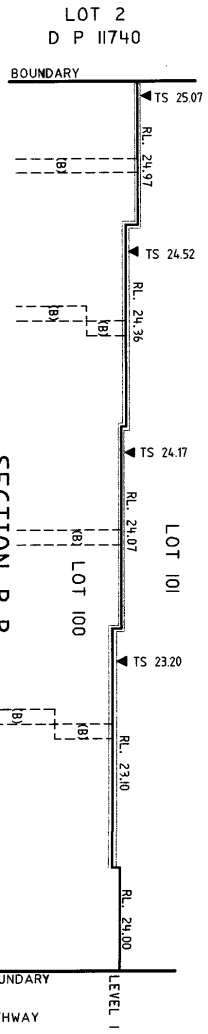
GROUND FLOOR  
 PLAN SHOWING LOCATION OF HEIGHT LIMITATIONS

FW DENOTES FACE OF WALL



**SCHEDULE OF HEIGHT LIMITS**

D1	UNLIMITED IN HEIGHT AND DEPTH
D2	LIMITED IN DEPTH TO R.L. 24.97
D3	LIMITED IN DEPTH TO R.L. 24.36
D4	LIMITED IN DEPTH TO R.L. 24.07
D5	LIMITED IN DEPTH TO R.L. 23.10
D6	UNLIMITED IN HEIGHT



TS DENOTES R.L. TOP OF SLAB  
 FW DENOTES FACE OF WALL  
 (A) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP1057442)  
 (B) EASEMENT FOR ACCESS 1.2 WIDE & VARIABLE WIDTH

**ADDISON**

**FIRST FLOOR**

**STREET**

**DP1079787**

Registered: 8.09.2005

This is sheet 6 of my plan in 6 sheets.  
 dated 21.4.2005

(Signature)   
 Surveyor registered under the Surveying Act, 2002.

This is sheet 6 of the plan of 6 sheets covered by Subdivision Certificate No. 331 of 03.

Authorized Person/Engineer/Designer/Architect/Designer  
 M. J. Bennett  
 14/6/05

For use where space is insufficient in any panel on Plan Form 2.

Reduction Rate 1:300

SUBMITTER'S REFERENCE: 730-6(B)

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

(Sheet 1 of 15 sheets)

**DP1079787**

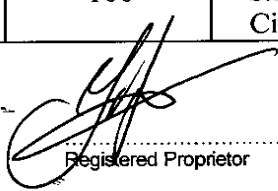
Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

**Full name and address of the owner  
of the land:** Stella Maritz Pty Limited  
ACN 100 871 145  
Unit 8/105a Vanessa Street,  
Kingsgrove NSW 1480

**Part 1**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s)</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities</b>
1	Easement for access 1.2 wide and variable width (limited in stratum) (B, B1, B2, B3 and B4))	100	101
2	Easement for egress variable width (limited in stratum) (C)	100	101
3	Easement for maintenance of plant variable width (limited in stratum) (D)	100	101
4	Easement for support (whole of lot) (E)	100 101	101 100
5	Easement for shelter (whole of lot) (F)	100 101	101 100
6	Easement for services (whole of lot) (G)	100 101	101 100
7	Easement for underground cables over existing line of cables (H)	100	Integral Energy
8	Easement for letterboxes 0.26 wide (limited in stratum) (J)	100	101
9	Easement for access 1.2 wide and variable width (limited in stratum) (K)	100	101
10	Right of public access (limited in stratum) (L)	100	Shellharbour City Council

  
General Manager/Authorised Person

  
Registered Proprietor

14/6/05

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

(Sheet 2 of 15 sheets)

**DP1079787**

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

**Part 2**

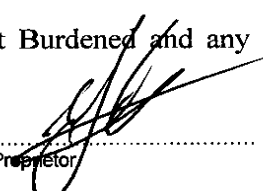
**1. Terms of easement for access variable width limited in stratum (B, B1, B2, B3 and B4) numbered 1 in the Plan**

- 1.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes.
- 1.2. The Grantor may make rules about the use of the site of this easement.
- 1.3. In exercising the powers conferred by this easement, the Grantee must:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
  - (c) make good any collateral damage; and
  - (d) comply with any rules made by the Grantor according to this easement.
- 1.4. The Grantee may only do a thing under this easement within the site of the easement.
- 1.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**2. Terms of easement for egress variable width limited in stratum (C) numbered 2 in the Plan**

- 2.1. The Grantee has the right to go and pass over the Lot Burdened at all times on foot for all lawful purposes.
- 2.2. The Grantor may make rules about the use of the site of this easement.
- 2.3. In exercising the powers conferred by this easement, the Grantee must:
  - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
  - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

  
.....  
General Manager/Authorised Person

  
.....  
Registered Proprietor

14/6/05

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

(Sheet 3 of 15 sheets)

**DP1079787**

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

- (c) make good any collateral damage; and
- (d) comply with any rules made by the Grantor according to this easement.

- 2.4. The Grantee may only do a thing under this easement within the site of the easement.
- 2.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**3. Terms of easement for maintenance of plant variable width limited in stratum (D) numbered 3 in the Plan**

- 3.1. The Grantee has (subject to the provisions of this Instrument) the unrestricted right:
  - (a) to keep installed in the site of the easement plant and equipment servicing the Lot Benefited;
  - (b) to use in common with others the site of the easement for the purpose of:
    - (i) access to the plant and equipment;
    - (ii) inspecting and servicing the plant and equipment;
    - (iii) repairing and maintaining the plant and equipment; and
    - (iv) replacing the plant and equipment with similar plant and equipment in the same location as the plant and equipment existing at the date of this Instrument; and
  - (c) pass and repass over the Lot Burdened by the most practicable direct route for the purpose of access to and from the site of the easement.
- 3.2. In exercising the powers conferred by this easement, the Grantee must:
  - (a) ensure that all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
  - (c) not leave any item on the site of the easement;
  - (d) clean and make good the site of the easement after exercising any rights in connection with the site of the easement; and

.....  
General Manager/Authorised Person

.....  
Registered Proprietor

14/6/05

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

(Sheet 4 of 15 sheets)

**DP1079787**

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

- (e) make good any collateral damage.
- 3.3. The Grantor may make reasonable rules about the use of the site of the easement and access to the site of the easement.
- 3.4. The easement right is subject to the conditions that the Grantor and each Authorised Person:
- (a) exercises their respective rights consistently with the rights of all other parties who have the same of similar rights; and
- (b) complies with any rules made by the Grantor or the by-laws in any Building Management Statement or Strata Management Statement relevant to the site of the easement.
- 3.5. The Grantee may only do a thing under this easement within the site of the easement.
- 3.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.
- 4. Terms of easement for support for whole of the lot (E) numbered 4 in the Plan**
- 4.1. Full and free right for the subjacent and lateral support of that part of the building erected on the Lot Benefited at the date of this Instrument by all such other parts of the building erected on the Lot Burdened at the date of this Instrument as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this easement effective.
- 5. Terms of easement for shelter for whole of lot (F) numbered 5 in the Plan**
- 5.1. Registration of this Instrument creates an easement for shelter in the terms of the easement set out in section 196K of the Conveyancing Act.
- 6. Terms of easement for services for whole of lot (G) numbered 6 in the Plan**
- 6.1. The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to and from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:

.....  
General Manager/Authorised Person

.....  
Registered Proprietor

14/6/05

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

(Sheet 5 of 15 sheets)

**DP1079787**

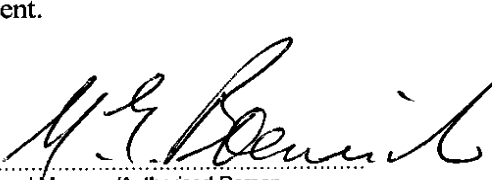
Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

- (a) the right to the free and uninterrupted storage and passage of a Service along, through or in a Conducting Medium relating to that Service that is within the Lot Burdened (whether that Conducting Media or Conducting Medium is in existence at the date of this Instrument or constructed after the date of this Instrument);
- (b) the right to construct, erect, lay, attach or place a Conducting Media or Conducting Medium on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
- (c) do anything reasonably necessary for the purposes stated in paragraphs (a) and (b), including:
- entering the Lot Burdened;
  - taking anything onto the Lot Burdened;
  - using any line of Conducting Media;
  - carrying out work, such as constructing new Conducting Media, placing, repairing or maintaining pipes, channels, ditches and equipment;
- (d) remaining on the Lot Burdened for such time as may be necessary in the circumstances; and
- (e) taking anything onto the Lot Burdened for the purposes associated with the Grantee's rights under this easement.

6.2. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

6.3. The Grantee may only do a thing under this easement within the site of the easement.

  
.....  
General Manager/Authorised Person

  
.....  
Registered Proprietor

14/6/05

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

(Sheet 6 of 15 sheets)

**DP1079787**

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

6.4. The rights in, and obligations on, the Grantee under this easement extend to every Authorised Person.

**7. Terms of easement for underground cables over existing line of cables (H) numbered 7 in the Plan**

7.1. The authority benefited may:

- (a) install electrical equipment within the easement site;
- (b) excavate the easement site to install the electrical equipment;
- (c) use the electrical equipment for the transmission of electricity;
- (d) enter the Lot Burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for a reasonable time;
- (e) trim or remove any vegetation from the Lot Burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment; and
- (f) remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

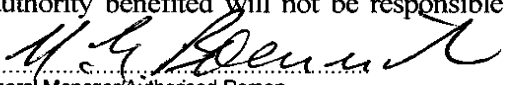
7.2. In exercising its rights under this easement the authority benefited will take reasonable precautions to minimise disturbance to the Lot Burdened and will restore the Lot Burdened as nearly as practicable to its original condition.

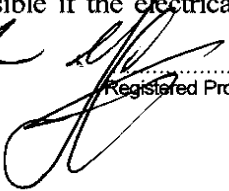
7.3. The owner agrees that it will not:

- (a) install or permit to be installed any services of structure within the easement site;
- (b) alter the surface level of the easement site; or
- (c) do or permit to be done anything that restricts access to the easement site by the authority benefited,

without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

7.4. The authority benefited will not be responsible if the electrical equipment causes

  
.....  
General Manager/Authorised Person

  
.....  
Registered Proprietor

14/6/05

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

(Sheet 7 of 15 sheets)

**DP1079787**

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

magnetic interference to computer equipment or electronic equipment operated  
within the Lot Burdened.

7.5. For the purposes of the easement only, the definitions are as follows:

- (a) **authority benefited** means Integral Energy Australia and its successors  
(who may exercise its rights by any person authorised by it);
- (b) **easement site** means that part of the Lot Burdened that is affected by this  
easement;
- (c) **electrical equipment** includes underground electrical cable, duct, service  
pillar, underground earthing system, and ancillary equipment;
- (d) **install** includes construct, repair, replace, maintain, modify, use and  
remove;
- (e) **owner** means the registered proprietor of the Lot Burdened and its  
successors (including those claiming under or through the registered  
proprietor);
- (f) **services** includes overhead and underground gas, telephone,  
communications, water, sewage and drainage services; and
- (g) **structure** includes building, wall, retaining wall, carport, swimming pool,  
driveway, and fixed plant or equipment, but excludes garden furniture and  
garden ornament.

**8. Terms of easement for letterboxes 0.26 wide limited in stratum (J) numbered 8 in the  
Plan**

8.1. The Grantee may:

- (a) use the Lot Burdened and any part of the Lot Burdened to construct and  
maintain letterboxes on the following conditions:
  - (i) the Grantee must maintain and keep in a state of good and  
serviceable repair all letterboxes constructed by or on behalf of the  
Grantee on the Lot Burdened; and
  - (ii) the Grantee must promptly make good any damage to the Lot  
Burdened caused by the construction, maintenance or repair of any  
letterboxes;

  
.....  
General Manager/Authorised Person

.....  
Registered Proprietor

14/6/05



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

(Sheet 8 of 15 sheets)

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- (b) do anything reasonably necessary for that purpose, including:
  - (i) taking anything on the Lot burdened; and
  - (ii) carrying out work, such as replacing, repairing or maintaining the letterboxes.

8.2. In exercising those powers, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the Grantor; and
- (c) make good any collateral damage.

8.3. The Grantee may only do a thing under this easement within the site of this easement.

8.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**9. Terms of easement for access 1.2 wide and variable width limited in stratum (K) numbered 9 in the Plan**

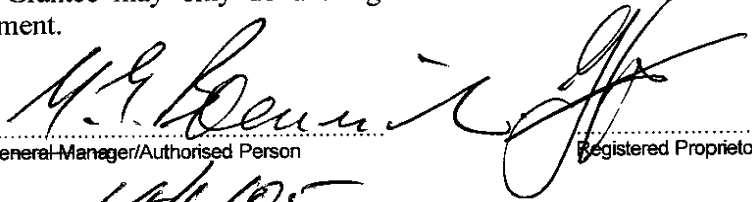
9.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes.

9.2. The Grantor may make rules about the use of the site of this easement.

9.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) make good any collateral damage; and
- (d) comply with any rules made by the Grantor according to this easement.

9.4. The Grantee may only do a thing under this easement within the site of the easement.

  
General Manager/Authorised Person

Registered Proprietor

14/6/05

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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(Sheet 9 of 15 sheets)

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9.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**10. Terms of right of public access limited in stratum (L) numbered 10 in the Plan**

10.1. Subject to the terms of this easement, the Grantee has the right to go, pass and repossess over the Lot Burdened on foot for all lawful purposes.

10.2. The Grantor may make rules or conditions about the use of the site of the easement.

10.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (c) make good any collateral damage; and
- (d) comply with any rules and conditions made by the Grantor when they exercise their rights or perform their obligations under this easement.

10.4. Notwithstanding anything to the contrary in this easement, the Grantee may not have access to that part of the easement site which is contained in the courtyard area at any time the courtyard area may be locked for security, safety or management reasons.

10.5. The Grantee may only do a thing under this easement within the site of the easement.

10.6. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

**11. Definitions**

“**Authorised Person**” means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee’s visitors, employees and contractors.

“**Building Management Committee**” means building management committee constituted under either a Strata Management Statement or a Building Management Statement.

  
.....  
General Manager/Authorised Person

.....  
Registered Proprietor

14/6/05

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
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(Sheet 10 of 15 sheets)

**DP1079787**

Plan of subdivision of  
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**“Building Management Statement”** means a building management statement registered in accordance with the provisions of Division 3B of the Conveyancing Act.

**“Conducting Medium”** means any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or other exhaust flue or duct and other apparatus through or in which a Service passes or is stored or contained.

**“Conveyancing Act”** means the *Conveyancing Act 1919 (NSW)* as that may be amended from time to time and includes any regulations under that Act.

**“Council”** means Shellharbour City Council.

**“Grantee”** means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression “Grantee” wherever used means and includes the Grantee and every Authorised Person.

**“Grantee’s Improvements”** in connection with an easement in this Instrument means the improvements from time to time erected or contained or situated on the relevant easement site and include without limitation items, goods and furniture associated with or used by the Grantee in connection with the conduct of the Grantee’s business or activities on the Lot Benefited by the relevant easement.

**“Grantor”** means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

**“Instrument”** means this instrument.

**“Land”** means the land subdivided by the Plan.

**“Lot”** means a lot in the Plan.

**“Lot Benefited”** in connection with a restriction or easement the subject of this instrument, means the Lot Benefited by the relevant restriction or easement.

**“Lot Burdened”** in connection with a restriction or easement the subject of this Instrument, means the Lot Burdened by the relevant restriction or easement.

**“Plan”** means the plan to which this instrument relates.

**“Service”** includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television or radio impulses or signals service.

  
.....  
General Manager/Authorised Person

.....  
Registered Proprietor

14/6/05

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
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**DP1079787**

Plan of subdivision of  
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**“Shared Facility”** means a shared facility under a Building Management Statement or a Strata Management Statement.

**“Strata Freehold Act”** means the *Strata Schemes (Freehold Development) Act 1973* as that Act may be amended from time to time and includes any regulations under that Act.

**“Strata Management Statement”** means a strata management statement registered in accordance with the provisions of Division 2B of the Strata Freehold Act.

**12. Interpretation**

12.1. The expression “Grantor” includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.

12.2. The expression “Grantee” includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.

12.3. The terms of each easement, covenant and restriction in this Instrument are covenants and agreements:

- (a) between each relevant Grantor and relevant Grantee;
- (b) which annex to each relevant easement, covenant and restriction; and
- (c) which pass with the burden and benefit of each relevant easement, covenant and restriction.

12.4. Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction.

12.5. If:

- (a) matters relating to the maintenance, repair or replacement of any part of a Lot Burdened the subject of an easement, covenant or restriction in this Instrument are covered or regulated by a Strata Management Statement or a Building Management Statement,

.....  
General Manager/Authorised Person

.....  
Registered Proprietor

14/6/05

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
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(Sheet 12 of 15 sheets)

**DP1079787**

Plan of subdivision of  
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then:

- (a) the terms of that Strata Management Statement or Building Management Statement:
- (i) apply to that easement, covenant or restriction; and
  - (ii) bind the relevant Grantor and Grantee; and
- (b) to the extent of any inconsistency between the Strata Management Statement or Building Management Statement (as the case may be) and the terms of the relevant easement, covenant or restriction, then the terms of the Strata Management Statement or the Building Management Statement (as the case may be) prevail to the extent of the inconsistency.

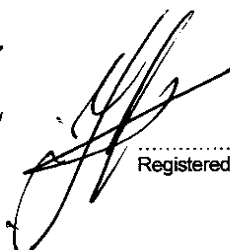
- 12.6. If the terms of any easement allow the Grantor to make rules in connection with the easement site or the use of the easement site, and the easement site is a Shared Facility, then the rules of the Building Management Committee in connection with the easement site or the use of the easement site prevail to the extent of any inconsistency.

**PARTY OR PARTIES ENTITLED TO VARY, MODIFY OR RELEASE THE  
EASEMENTS AND RESTRICTIONS CREATED BY THIS INSTRUMENT**

<b>Easement or restriction</b>	<b>Party entitled to vary, modify or release</b>
Every easement and restriction other than those referred to below.	The person or persons entitled to an estate or interest in possession in the Lot Benefited.
Easement numbered 7.	Integral Energy
Easement numbered 10.	Shellharbour City Council

  
.....  
General Manager/Authorised Person

14/6/05

  
.....  
Registered Proprietor

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
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(Sheet 13 of 15 sheets)

Plan of subdivision of  
lot 1 in DP 1057442 covered  
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**DP1079787**

**EXECUTION**

**Dated:**

**THE COMMON SEAL STELLAR  
MARITZ of PTY LIMITED  
ACN 100 871 145** the affixing of which  
was witnessed by:

\_\_\_\_\_  
*Michael Lee*  
Signature of director

MICHAEL LEE  
Name

\_\_\_\_\_  
*Dino Stamatopoulos*  
Signature of director/secretary

DINO STAMATOPOULOS  
Name

\_\_\_\_\_  
*M. G. Bennett*  
General Manager/Authorised Person  
14/6/05

\_\_\_\_\_  
*[Signature]*  
Registered Proprietor

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

(Sheet 14 of 15 sheets)

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

**DP1079787**

**EXECUTION CONTINUED**

**THE COMMON SEAL PERMANENT  
TRUSTEE AUSTRALIA LTED  
ACN 008 412 913** the affixing of which  
was witnessed by:

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913  
by its Attorneys who state that they have no notice  
of revocation of the Power of Attorney dated 2nd June 1993,  
whereby they execute this deed document or instrument.  
Power of Attorney No. BOOK 4446 NO 816  
Group A Attorney [Signature] Group B Attorney [Signature]  
Signature .....

\_\_\_\_\_  
Signature of director

Geoffrey Funnell JENNIE BEAVERS  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED** on behalf of **INTEGRAL  
ENERGY AUSTRALIA** by its Attorney  
pursuant to Power of Attorney Book 4446  
No 816 in the presence of:

.....  
Signature of Attorney

.....  
Signature of witness

.....  
Name of Attorney

.....  
Name of witness

[Signature]  
General Manager/Authorised Person  
14/6/05  
[Signature]  
Registered Proprietor

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

(Sheet 15 of 15 sheets)

Plan of subdivision of  
lot 1 in DP 1057442 covered  
by subdivision certificate  
number 331/03

**DP1079787**

**SIGNED SEALED AND DELIVERED**  
for and on behalf of **SHELLHARBOUR**  
**CITY COUNCIL** by:

\_\_\_\_\_  
.....  
\_\_\_\_\_  
.....  
\_\_\_\_\_  
.....

REGISTERED  8.09.2005

*M. G. Bennett*  
.....  
General Manager/Authorised Person Registered Proprietor  
14/6/05





SIGNATURE AND SEALS ONLY.

THE SURVEY (GEODESIC DATUM OF AUSTRALIA) ACT 1999	
M.G.A. CO-ORDINATES	ZONE CLASSIFIER
EASTING	NORTHING
300226.307	617791.684
300228.883	617792.409
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300328.395	617796.871
300330.173	617797.862
300331.951	617798.853
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300340.841	617803.808
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300854.949	618085.252
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300858.589	618087.234
300860.409	618088.225
300862.229	618089.216
300864.049	618090.207
300865.869	618091.198
300867.689	618092.189
300869.509	618093.180
300871.329	618094.171
300873.149	618095.162
300874.969	618096.153
300876.789	

**Instrument setting out terms of Easements or Profit à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919.**

(Sheet 1 of 2 Sheets)

**DP1057442**

Plan of Consolidation of Lots 20, 21 & 22 in DP 231199, Lot 4A in DP 333981, Lot 1 in DP 338102, & Lot 2 in DP 1045194

**Full Name and address of the owner of the land:**

Stella Maritz Pty Limited  
P.O. Box 68  
KINGSGROVE NSW 1480  
ABN 23 100 871 145

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot (s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Padmount Sub Station 2.75 wide	1	Integral Energy Australia

**Part 2 (Terms)**

**Terms of Easement for Padmount Substation numbered 1 in the plan:**

An Easement for Padmount Substation having terms as detailed in Memorandum No 3021852 registered with Land & Property Information NSW.

**Name of person or authority whose consent is required to modify vary or release the Easement numbered 1 in the plan:**

Integral Energy Australia

DP1057442

Plan of Consolidation of Lots 20, 21 &  
22 in DP 231199, Lot 4A in DP 333981,  
Lot 1 in DP 338102, & Lot 2 in DP  
1045194

~~THE COMMON SEAL OF~~  
STELLA MARITZ PTY LIMITED ACN 100 871 145  
was hereby affixed by authority of  
the Board in the presence of  
*BY VIRTUE OF DEEDS BY PLAN TO S127  
CONSOLIDATION LAW*

*[Signature]*  
.....  
~~Secretary~~ Director  
MICHAEL UTE

*[Signature]*  
.....  
Director  
DINO SPERANDIS

EQUITRUST LTD ACN 061 383 944  
by its duly appointed Attorney  
JODIE ANN MARKOVITCH under Power of  
Attorney No. 857 Book 4336

*[Signature]*

*[Signature]*  
CAROLINE LOUISE LAUGH  
Cnee 76965

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**



**AM888147K**


New South Wales  
Strata Schemes Management Act:  
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/SP74571		
(B) LODGED BY	Document Collection	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	<b>35D</b>	<b>LLPN: 123005 B</b> Reference: <b>41388551 INTEGRITY</b>	<b>CH</b>
		<b>MORRIS, HAYES &amp; EDGAR</b> DX 420 SYDNEY PH: 9232-2411 AS AGENTS FOR	

- (C) The Owners-Strata Plan No. 74571 certify that a special resolution was passed on 29/8/2017
- (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 3  
 Amended by-law No. NOT APPLICABLE  
 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 "A"
- (G) The seal of The Owners-Strata Plan No. 74571 was affixed on 7/10/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Debbie Kominkovski

Authority: STRATA MANAGER



Signature:

Name:

Authority:

*DK*

**Approved Form 10**  
**Certificate re Initial Period**

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 74571

\*That the initial period has expired

~~\*The original proprietor of 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 74571 was affixed on 30/10/17 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: Debbie Kominkovski

Date: 30/10/17

Common Seal



## “Annexure A”

Strata Schemes Management Act, 2015 (NSW)

**BY-LAWS RELATING TO BEHAVIOUR OF RESIDENTS AND USE OF COMMON PROPERTY OF  
STRATA PLAN 74571 – 20-26 Addison Street Shellharbour**

**By-Law 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.

**By-Law 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 written approval of the Owners Corporation.

**By-Law 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.

**By-Law 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.

**By-Law 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 owners lot.
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite Section 62, of the Act, the owner of a lot must:
  - a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred in clause (3) that forms part of the common property and that services the lot.

**By-Law 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.

**By-Law 7. 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.

**By-Law 8. Depositing rubbish and other material on common property**

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

**By-Law 9. 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 time..

**By-Law 10. 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.

**By-Law 11. 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.

**By-Law 12. 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 covering or floor services of the lot. If the change is likely to result in an increase of noise transmitted from that lot to another 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.

**By-Law 13. Floor coverings**

1. An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

2. This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**By-Law 14. 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 recycle material ) adequately covered, and
- b) must ensure that before garbage, recyclable material or waste is placed in the receptacle, 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 recyclable guidelines, and
- c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and, at a time not more than twelve (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 receptacle to the lot or other area referred to in paragraph (a); and
- e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that lot or occupier, and
- f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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 recyclable guidelines, and
- b) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

3. An owner or occupier of a lot must:

- a) Comply with the local councils requirements for the storage, handling and collection of garbage, waste and recyclable materials 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.

**By-Law 15. Keeping of animals**

**Option C**

Subject to Section 49(4) of the act, an owner or occupier of a residential lot must not keep any animal on the lot or common property

**By-Law 16. Appearance of the 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.

**By-Law 17. Change in use of the 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).

**By Law 18 Provision of amenities or services**

1. The owner's corporation 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, garbage disposal and recycling services
  - c) Electricity, water or gas supply or
  - d) Telecommunications services (for example cable television)
2. If the owners corporation makes a resolutions 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 amenities or service.

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

**By Law 19 Compliance with Planning and other requirements**

The owner or occupier of a lot must ensure that the lot is not use for any purpose that is not prohibited by law.  
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 - 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 comprising within the building, laundry, car parking garage area, water feature / pond area, Garden area, Lift, Stairwells or other area of possible danger or hazard to children. A child must be accompanied by an adult exercising effective control when on common property.

**Special By Law 2 – Repairs & Maintenance:**

Resolved That Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation agree that fixed assets used for the sole purpose of an individual apartment, specifically nominated as the air-conditioning unit, built in wardrobes and cupboards, dryer, hot water heater, internal light and bathroom exhaust fixings, dishwasher, individual garage door motors and garage door emergency key lock access, internal floor and wall tiles or floor coverings, excluding floor and wall tiles located in designated wet areas agreed as the laundry and bathroom/s, kitchen benches and cupboards, kitchen and laundry basins, range hoods, solar water unit, skylights at the point of entry into the apartment, stoves, cook tops, tap fittings and washing machines are the sole responsibility of the individual apartment owner to maintain and replace in accordance with the manufacturer's operating instructions.

It is accepted that damage to any component of internal waterproof membrane, to an apartment is the responsibility of the owner.

**Special By Law 3 - Window Safety Devices and Common property**

1. An owner or person authorised by an owner may install, without the consent of the owners corporation:
  - 1.1 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
  - 1.2 any screen or other device to prevent entry of animals or insects on the lot, or
  - 1.3 any structure or device to prevent harm to children in accordance with section 64A of the Strata Schemes Management Act 1996.
2. 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.
3. In accordance with section 64A of the Strata Schemes Management Act 1996 the owner must give written notification of the installation to the owners corporation within 7 days after the completion of the installation of the window safety device.



4. By-law 3 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

5. The owner of a lot must:

5.1 maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 3 that forms part of the common property and that services the lot, and

5.2 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 By-law 3 that forms part of the common property and that services the lot.

6. As the obligation under section 64A of the Strata Schemes Management Act 1996 is upon the owners corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the owners corporation may choose to install such window safety devices and if such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and/or replacement of that window safety device.

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**Owners, occupiers and other persons are not to create nuisance:**

- You must not use or enjoy your lot in such a way, which might cause a nuisance or hazard to another resident.
- You must not use or enjoy the common property in a way that may interfere unreasonably with another resident's use and enjoyment of common property or the resident's lot.

**Owners, occupiers and other persons are not to interfere with the structure of the lot or services to the lot**

- You must not interfere with any support or shelter provided by your lot for another lot or the common property.
- You must not interfere with the passage or provision of water, sewerage, drainage, gas or other similar services.
- You must give the Owners Corporation at least fourteen (14) days written notice before altering the structure of your lot.
- You must say in the notice what the alterations are going to be. The Owners Corporation can stop alteration to a lot if it interferes with the common property or any support to the rest of the building.

**Lodger Details**

Lodger Code 502458Y  
Name PDC LAWYERS & TOWN PLANNERS  
Address PO BOX 214  
WOLLONGONG 2520  
Lodger Box 1W  
Email LORRI@PDCLAWYERS.COM.AU  
Reference 21/2049 SP74571

Land Registry Document Identification

AS811782

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/SP74571	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP74571  
Non-government statutory entity

**Meeting Date**

03/12/2022

**Amended by-law No.**

**Details** NOT APPLICABLE

**Repealed by-law No.**

**Details** NOT APPLICABLE

**Added by-law No.**

**Details** By Law 23

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. SP74571  
**Signer Name** KRISTY MUTCH  
**Signer Organisation** PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 24/01/2023

**Approved Form 10**  
**Certificate re Initial Period**

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 74571

\*That the initial period has expired

~~\*The original proprietor of 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 74571 was affixed on 24<sup>th</sup> January 2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: Michelle Parker

Name: Michelle Parker

Date: 24<sup>th</sup> January 2023

Common Seal



^ Insert appropriate date

\*Strike though if inapplicable

page 2 of 9  
MP

**Strata Schemes Management Act, 2015 (NSW)**  
**BY-LAWS RELATING TO BEHAVIOUR OF RESIDENTS AND USE OF COMMON PROPERTY OF STRATA**  
**PLAN 74571 – 20-26 Addison Street Shellharbour**

**1 Vehicle**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owner's corporation or as permitted by a sign authorised by the owner's corporation.

**2 Changes to common property**

- (1) An owner or person authorised by an owner may install, without the consent of the owner's corporation:
  - (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 the entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) 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 (1) 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 (1) that forms part of the common property and that services the lot.

**3 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 owner's 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.

**4 Obstruction of common property**

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

**5 Keeping of animals**

**Option B**

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owner's corporation.
  - (a) An owner or occupier can only keep up to 2 animals comprising of cats or dogs ie. up to 2 cats, or 2 dogs, or 1 of each
  - (b) The owners corporation to maintain a pet register recording all relevant information received upon receipt of an owner or occupier completing a mandatory 'Request to keep a pet registration form' (attached to By-Law) for each pet they wish to keep. The owners corporation must be kept up to date by the owner or occupier with any change in circumstances to pets registered for their lot.
- (2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property. It must give an owner or occupier written reasons for any refusal to grant approval.
- (3) In relation to a pet owned or in the care of an Owner or owned or in the care of an invitee of an Owner, the Owner must:
  - (a) clean up all excrement or refuse left upon Common Property by the pet;
  - (b) make good, or bear the cost of making good, damage to Common Property by the pet;
  - (c) ensure dogs are carried or on leash when on common property
  - (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
  - (e) ensure the pet does not wander onto another Owner's Lot or onto Common Property;
  - (f) ensure the living quarters of the pet are maintained in a manner to prevent odors escaping from the lot; and
  - (g) ensure the pet's waste is treated and disposed of and, without limiting the generality of this by-law, ensure:
  - (h) all waste from the pet must be double bagged before placing in bins, and
  - (i) litter is not to be placed in toilets.

(A) If Owners Corporation, acting reasonably, forms the view

  - (i) a pet is or has become vicious or aggressive; or
  - (ii) there are repeated breaches of the by-laws,

the Owners Corporation may serve a notice on the owner of the lot requesting that the pet is permanently removed from the parcel.

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ML



(B) An Owner who has received a notice from the Owners Corporation under the by-law must comply with the requirements of the notice within 14 days of receiving it.

- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owner's corporation, provide evidence to the owner's corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

## 6 Noise

An owner or occupier of a lot, or any invitee of 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 any person lawfully using common property.

## 7 Behavior of owners, occupiers, and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on the common property, or on a non-enclosed balcony, must be adequately and appropriately dressed, and not use language or behave in a manner likely to cause intimidation, embarrassment or offence to the owner, occupier, or visitor to another lot.  
Owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on the 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 any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier
- (a) 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, and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

## 8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible for my play on any area of the common property that is designated by the owners corporation for that purpose
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible for, unless accompanied by an adult exercising effective control, to be on or remain on common property that is a car parking area, or other areas of possible danger or a hazard to children

## 9 Smoke penetration

### Option A

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

## 10 Preservation of fire safety

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

## 11 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 owner's corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine

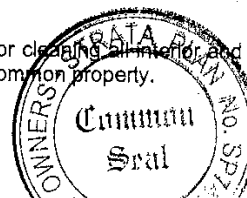
## 12 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from 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 clothing, towel, bedding or another article of a similar type in accordance with by-law 14

## 13 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.

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- (2) The owner's corporation is responsible for regularly cleaning 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.

#### 14 Hanging out of the washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owner's corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law **washing** includes any clothing, towel, bedding or another article of a similar type.

#### 15 Disposal of waste-shared bins (applicable where bins are shared by lots)

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item or material that is not appropriate for such disposal e.g. no animal litter, no baby wipes or disposable nappies, no sanitary products
- (3) An owner or occupier must-
  - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law the **bin** includes any receptacle for waste.  
**waste** includes garbage and recyclable material.

#### 16 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owner's corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change 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),
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

#### 17 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.

#### 18 Provision of amenities or services

- (1) The owner's corporation 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, garbage disposal and recycling services
  - (c) Electricity, water or gas supply or
  - (d) Telecommunications services (for example cable television)

If the owner's 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 amenities or service.



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#### 19 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor covering or floor services of the lot if the change is likely to result in an increase of noise transmitted from that lot to another lot. The notice must specify the type of the proposed floor covering or surface.
- (2) By-Law does not affect any requirement under any law to obtain consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.
- (3) 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. This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### 20 Window Safety Devices and Common property

- (1) An owner or person authorised by an owner may install, without the consent of the owner's corporation:
- (2) 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 By-law 2 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 By-law 2 that forms part of the common property and that services the lot.
- (3) As the obligation under Strata Schemes Management Act 2015 is upon the owner's corporation to ensure that there are complying window safety devices for all common property windows in the strata scheme, the owner's corporation may choose to install such window safety devices. If such a device is damaged or removed by a person within the lot, then the owner of the lot shall be responsible for the repair and replacement of that window safety device.

#### 21 Minor Renovation By-Law Renovations and Conditions of Approval

Renovations can be classified as either cosmetic, minor or major in nature. Cosmetic renovations include (but is not limited to) work such as

- (1) installing or replacing hooks, nails or screws for hanging paintings, or other things on walls,
- (2) installing or replacing handrails within your lot
- (3) interior painting
- (4) filling minor holes and cracks in internal walls, skirtings,
- (5) changing light fittings (not recessed)
- (6) changing window coverings,
- (7) changing internal doors (not the main entrance door),  
Replaced doors must not be disposed of in the Owners Corporations garbage bins,
- (8) changing power points, light switches etc.
- (9) installing ceiling fans,
- (10) the changing configuration of built-in or walk-in wardrobes,

**No approvals are required for cosmetic renovations; Relevant By-Laws apply, Minor renovations includes (but is not limited to) work such as:**

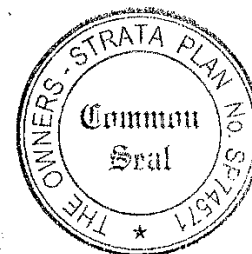
- (1) kitchen renovations,
- (2) minor bathroom renovations not involving waterproofing,
- (3) replacing floor carpets, timber or tile flooring,
- (4) renovating internal walls,
- (5) installing reverse cycle split system air conditioners,
- (6) installation of outdoor kitchens,
- (7) installation of fixed seating on the Lot balcony,
- (8) changing recessed light fittings,
- (9) painting of balcony tiles,
- (10) changing of any screens

The Owners Corporation, by this By-law, has delegated its responsibility to the Strata Committee to review and assess any application for minor renovations and additions; therefore, all the necessary details of the proposed work must be provided to the Committee to provide a basis for assessment and approval. Any Strata Committee approval will be conditional upon the Lot Owner accepting the Conditions of Approval listed below.

#### 22 Major Renovation By-Law Renovations and Conditions of Approval

Major renovations include (but is not limited to) work such as:

- (1) structural changes,
- (2) any renovation involving waterproofing including bathrooms, laundries,
- (3) any changes that affect the outside appearance of the building, example balcony enclosures,
- (4) addition offences, awnings etc.,
- (5) changing of balcony tiles,
- (6) Enclosure of balconies



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- (7) any work for which consent or another approval is required under any other Act

The Owners Corporation, by this By-law, has delegated its responsibility to the Strata Committee to review and assess any application for major renovations and additions; therefore, all the necessary details of the proposed work must be provided to the Committee to provide a basis for assessment and approval.

Any Strata Committee approval will be conditional upon the Lot Owner accepting the Conditions of Approval listed below and the applicant proposing a motion to be approved via special resolution at a General Meeting of the Owners Corporation.

#### Conditions of Approval

The Lot Owner must apply in writing to the Owners Corporation/ Strata Committee for approval of the proposed renovations before any building work has started, the application must provide details of the proposed work, including any relevant plans, where work involves waterproofing and sound transmission to an adjoining unit, e.g., changing flooring, appropriate details must also be provided in the application, as much detail as possible should be provided to provide a sound basis for assessment by the Owners Corporation/ Strata Committee, Failure to provide the necessary details may compromise assessment and hence delay the approval process,

- (1) The Lot Owner is responsible for determining whether any external approvals are required, e.g., from Shellharbour City Council, and must obtain any such approvals before work is started, the Strata Committee may also seek clarification as to whether external approvals are required for certain types of renovations, if approvals are necessary, then a copy of the approval is to be provided to the Owners Corporation,
- (2) The Lot Owner must ensure all work complies with the Building Code of Australia standards.
- (3) The Lot Owner must carry out all work in accordance with the plans and specifications approved by the Owners Corporation or Strata Committee and, where required, the approved plans and specifications of any statutory authority,
- (4) The Lot Owner must ensure tradespeople/ contractors doing the work are licensed and insured to carry out the work according to the provisions of the Home Building Act 1989(NSW)
- (5) The hours of work are to be restricted to between 7:00am – 5:00pm, Monday to Friday, if work is deemed necessary outside these times, then the Strata Committee must be notified in advance for approval and potential notification to other residents.
- (6) The Lot Owner is responsible for any damage caused to common property (e.g., lifts, corridors etc.) arising from any work or activity associated with the renovation. This also includes any subsequent damage to common property caused over time by the renovation, this is at the Lot Owners expense, if the Lot Owner fails to make good any damage to common property caused during the renovation or over time, then the Owners Corporation will manage the repairs, and any costs will be the liability of the Lot Owner, and recoverable as a charge against the lot.
- (7) The Lot Owner is to ensure the common property is left in a clean and tidy condition at the completion of each day's work. The Lot Owner will be responsible for the cost of any cleaning necessary due to the failure of the owner to comply with this condition.
- (8) The Owners Corporation garbage bins are not to be used for any waste material arising from any work associated with the proposed renovation,
- (9) Waste material from any renovation is not to be stored or left on common property without approval of the Strata Committee.
- (10) The Lot Owner must ensure every effort is made to prevent any dust from the renovation work entering adjoining Lots.
- (11) The Lot Owner must ensure that anyone doing any work associated with the renovation complies with all other relevant by-laws, an example being parking.
- (12) All works associated with the renovation will always remain the Lot Owners fixture and responsibility.
- (13) The Lot Owner must subsequently properly maintain the completed work in a good state of serviceable repair and, where necessary, replace or renew any part of the renovation. This is at the Lot Owners expense.
- (14) The Lot Owner and subsequent Lot owner(s) will be responsible for any future repairs arising from alterations to common property.
- (15) The Lot Owner is liable for and indemnifies and will keep indemnified the Owners Corporation against all proceedings, losses, claims, demands, costs and damages arising from or in connection with the renovation, this includes:
- (16) anything (including damage, loss, injury and death) caused or contributed to by a Lot Owner
- (17) cause;
- (18) anything is occurring on the lot, originating on the lot or coming from the lot as a result of the renovation carried out by the lot owner;
  - (a) any non-compliance by the Lot Owner with any laws or requirements;
  - (b) the negligent or careless use or misuse of any services by the Lot Owner or anyone working on the renovation;

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- (c) the overflow or leakage of water or any other liquid or gases into or from the property, including any subsequent damage except to the extent that any loss or claim is caused by the gross negligence or willful default of the Owners Corporation or any person lawfully claiming through them.
- (19) If the Lot Owner breaches any part of the conditions of approval or the renovation is not in accordance with the plans, specifications and requirements of approval authorities, the Owners Corporation may give the Lot Owner a notice to rectify the work or comply with the conditions. If the Lot Owner has failed to rectify that breach within a timely manner from the time of notice served by the Owners Corporation SP 74571 (maximum 30 days for significant breaches), then the Owners Corporation may enter upon any part of the parcel and may recover the costs of fulfilling and rectify such breach and recover as a debt from the lot Owner such costs of rectification. This includes costs incurred by the Owners Corporation SP74571 in recovering such costs.

### 23 Special Privilege By-Law

#### PRE-AMBLE

This by-law is made pursuant to Parts 6 and 7 of the Act.

The purpose of this by-law is to confer on the Owner a special privilege to carry out the Works to their Lot and common property and exclusive use and enjoyment rights of the common property the subject of such works as set out in this by-law.

The rights conferred by this by-law shall ensure the Owner's benefit.

#### (A) DEFINITIONS

"Owner" means the Owner of Lot 61 in SP 74571

"Area of Exclusive Use" means that the respective Owner utilises part of the Common Property for the Owner's Building Works.

"Building Works" means the alterations and additions undertaken by the Owner to construct, install or perform any alterations, upgrades, removal or addition of common property and any further maintenance and repairs necessary to maintain the Building Works to a reasonable and satisfactory standard. And any other work prescribed by the Act or Regulations for this subsection.

The works include the enclosure or partial enclosure of the balcony of the lot.

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) RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) Consent of the Owners Corporation to the exclusive use of the Area of Exclusive Use.
- (b) Special privilege in respect of the common property to use the Area of Exclusive Use; and
- (c) Concerning their Lot, the exclusive use of those parts of the common property is occupied by the Area of exclusive Use.
- (d) Consent to perform the Building Works.
- (e) Special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (f) Concerning their Lot, the exclusive use of those parts of the common property occupied by the Building Works.

#### (C) CONDITIONS

- (a) The Owner must repair any damage to any part of the common property caused by creating the Building Works and Area of Exclusive Use.
- (b) Any repairs are to be conducted competently and properly.
- (c) The Owner shall be responsible for properly maintaining and keeping in a state of good and serviceable repair the common property, which is the subject of this by-law and renewing or replacing the fixtures or fittings comprised in the Area of Exclusive Use, which is the subject of this by-law and the Owner shall be entitled to do all such things in and about the Area of Exclusive Use as are necessary to meet the Owner's obligations according to this condition.
- (d) If the Owner is in breach of any condition of the by-law and fails to rectify that breach within thirty days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owner's rights hereunder shall terminate forthwith upon notice of termination being given by the Owners Corporation, Irrespective of whether this by-law remains on the folio of the register for the common property.
- (e) If the Owner is in breach of any condition of this by-law and fails to rectify that breach within thirty 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 as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs. The costs of the rectification shall become due and payable by the Owner as and when the Owners Corporation pays them, and if not paid by the Owner at the end of one month after they become due and payable, they shall bear simple interest at the same annual rate as shall apply to contributions levied by the Owners Corporation from time to time.

For this by-law, rectifying a breach shall include the removal of all or any of the works and the restoration of the property after that removal. The decision to effect such removal must be made at the absolute discretion of the Owners Corporation.

**(D) DOCUMENTATION**

If required by the Owners Corporation, the Owner may be required to provide the following documents relating to the Building Works and Area of Exclusive Use:

- (a) plans and drawings prepared by a suitably qualified expert noting the Building Works and Area of Exclusive Use, as required; and
- (b) any other document reasonably required by the Owners Corporation.

**(E) LIABILITY**

The Owner will be liable for any damage caused to any part of the common property due to the Building Works and exclusive use of the Area of Exclusive Use, the common property and will make good that damage immediately after it has occurred.

**(F) INDEMNITY**

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers because of the Building Works and exclusive use of the Area of Exclusive Use on the common property, including liability under the Act in respect of any property of the Owners.

**(G) COSTS**

All costs associated with the preparation, maintenance or enforcement of this by-law must be undertaken at the cost of the Owner

**(H) RIGHT TO REMEDY DEFAULT**

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

- (a) carry out all work necessary to perform that obligation.
- (b) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work from the Owner.



Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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

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

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

(A) **TORRENS TITLE**

For the common property CP / SP 74571	
--	--

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any PDC Lawyers PO Box 214 WOLLONGONG NSW 2520	<b>CODE</b>  <b>CH</b>
	Reference: _____	

- (C) The Owners-Strata Plan No. 74571 certify that a special resolution was passed on 3/12/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. By Law 23  
 Amended by-law No. NOT APPLICABLE  
 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 A
- (G) The seal of The Owners-Strata Plan No. 74571 was affixed on 24/1/2023 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: Michelle Parker

Name: MICHELLE PARKER

Authority: STRATA MANAGER

Signature:

Name:

Authority:



*MP*

**Applicant:**

InfoTrack Pty Ltd  
GPO BOX 4029  
SYDNEY

[ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

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

**Applicants Reference: 14456**  
**Certificate No: PL2412/2024**  
**Print Date: 22 October 2024**

**LAND DESCRIPTION:**

**55/20-26 Addison Street SHELLHARBOUR NSW 2529**

**Lot 55 SP 74571**

**Land ID: 27883**

**Disclaimer**

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and the Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council's Customer Service Section.

**Title Information**

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

**Inspection of the land**

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

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**PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)**

**Central Register of Restrictions (CRR) Searches**

The CRR is a centralised database where participating organisations (known as authorities) maintain up to date information about possible or actual interests they hold against NSW properties. A CRR interest is not usually noted on title, and therefore will not appear in a standard title search. A specific CRR search is required to identify interests on a particular property. Please see the following link.

Central Register of Restrictions (CRR) - NSW Land Registry Services ([nswlrs.com.au](http://nswlrs.com.au))

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

**1. Name of Relevant Planning Instruments and DCPs**

**1.1 Which environmental planning instruments apply to the carrying out of development on the land?**

**Local Environmental Plan**

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for full details regarding this LEP.

**State Environmental Planning Policies**

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP (Resilience & Hazards) 2021 - Wholly. Chapter 2 of this SEPP applies to all of this land.

.....  
SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au) and the Legislation website [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for details on State Environmental Planning Policies.

## 1.2 Which development control plans apply to the carrying out of development on the land?

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 4.15 of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

### Technical Policies

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:  
<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

## 1.3 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

### Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

### Draft State Environmental Planning Policies

#### Changes to create Low & Mid Rise Housing

The Explanation of Intended Effect (EIE) was publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to:

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently

.....  
needed goods and services such as full line supermarkets, shops and restaurants.

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:
  - a railway station;
  - the E2 Commercial Centre zone; and
  - E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

#### **Improving Planning Processes to Deliver Infrastructure Faster (March 2024)**

The EIE was publicly exhibited by the Department of Planning, Housing and Infrastructure until 16 April 2024.

The proposed changes include amendments to the SEPP Transport and Infrastructure 2021, SEPP Planning Systems 2021 and SEPP Precincts-Western Parkland City 2021 to streamline the planning approval processes for various infrastructure, transport, education, health, emergency services and environmental management related land uses.

Please refer to the Department of Planning, Housing and Infrastructure website for more information:  
<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

#### **Complying Development for Farm Buildings, Rural Sheds and Earthworks on Rural Lands.**

The Explanation of Intended Effect (EIE) has been prepared by the Department of Planning, Housing and Infrastructure (DPHI).

It proposes changes to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) for earthworks and farm building provision in the Inland and Rural Housing Codes.

Please refer to the DPHI website for more information:  
<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

#### **Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

.....  
**1.4 Which proposed development control plans apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?**

No exhibited draft Development Control Plans apply to the land.

**1.5 In this clause 1.3 and 1.4 do not apply in relation to a proposed environmental planning instrument or a draft development control plan if it has been more than 3 years since the end of the public exhibition for the proposed instrument or draft plan, or for a proposed environmental planning instrument, the Planning Secretary has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved**

**1.6 In this clause, proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a LEP.**

**2. ZONING AND LAND USE UNDER RELEVANT LEPs**

**For each environmental planning instrument or draft environmental planning instrument referred to in clause 1 above that includes land in a zone:**

**2.1 What is the identity of the zoning for the land?**

Shellharbour LEP 2013 - E1 Local Centre.

**2.2 For what purposes may development be carried out within the zone without development consent?**

Shellharbour LEP 2013 - E1: Home businesses; Home occupations.

**2.3 For what purposes may development not be carried out within the zone except with development consent?**

Shellharbour LEP 2013 - E1: Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems; Any other development not specified in item 2 or 4.

**2.4 For what purposes is development prohibited within the zone?**

Shellharbour LEP 2013 - E1: Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail



.....  
outlets; Industrial training facilities; Industries; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies.

**2.5 Whether additional permitted uses apply to land?**

Shellharbour LEP 2013 - No.

**2.6 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?**

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

**2.7 Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

Shellharbour LEP 2013 - No.

**2.8 Is the land in a conservation area?**

Shellharbour LEP 2013 - No.

**2.9 Is an Item of environmental heritage situated on the land?**

Shellharbour LEP 2013 - No.

**3. CONTRIBUTIONS**

**3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?**

Shellharbour Local Infrastructure Contributions Plan 2019 (9<sup>th</sup> Review)  
(Amendment 1).

**3.2 If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region and the name of the Ministerial planning order in which the region is identified.**

Environmental Planning and Assessment (Housing and Productivity Contribution)  
Order 2023 - Illawarra-Shoalhaven Region

.....  
**3.3 If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

Not applicable.

**4. COMPLYING DEVELOPMENT**

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

**4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.**

**4.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

**4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.**

**Housing Code**

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

**Rural Housing Code**

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

**Agritourism and Farm Stay Accommodation Code**

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

**Low Rise Housing Diversity Code**

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

**Greenfield Housing Code**

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

.....  
**Housing Alterations Code**

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

**General Development Code**

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

**Industrial and Business Alterations Code**

Complying development under the Industrial and Business Alterations Code MAY be carried out on the land.

**Industrial and Business Buildings Code**

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

**Container Recycling Facilities Code**

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**5 EXEMPT DEVELOPMENT**

- 5.1 **If 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) to (d) or 1.16A.**
- 5.2 **If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.**

.....  
5.3 If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

Exempt development **may** only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

6.1 Is an affected building notice, of which council is aware, in force in respect of the land?

No.

6.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?

No.

6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?

No.

6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. **LAND RESERVED FOR ACQUISITION**

7.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?

Shellharbour LEP 2013 - No.

.....  
**8. ROAD WIDENING AND ROAD ALIGNMENT**

**8.1 Is the land affected by any road widening or road realignment under:**

**(a) The Roads Act 1993, Part 3, Division 2?**

No.

**(b) Any environment planning instrument?**

No.

**(c) Any resolution of the Council?**

No.

**9 FLOOD RELATED DEVELOPMENT CONTROLS**

**9.1 If the land or part of the land within the flood planning area and subject to flood related development controls.**

No.

Council has no record indicating that the land may be located within a flood prone area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

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

No.

Council has no record indicating that the land may be located within a flood prone area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

**9.3 In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.**

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

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

.....  
**10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

**10.1 Landslip**

No.

**10.2 Bushfire**

No.

**10.3 Tidal Inundation**

No.

**10.4 Subsidence**

No.

**10.5 Acid Sulphate Soils**

No.

**10.6 Contamination**

No.

**10.7 Aircraft Noise**

No.

**10.8 Salinity**

No.

**10.9 Coastal Hazards**

No.

**10.10 Sea Level Rise**

No.

**10.11 Any Other Risk**

No.

.....  
10.12 In this clause, adopted policy means a policy adopted by the Council or 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**

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

No.

12. **LOOSE FILL ASBESTOS INSULATION**

12.1 Does the land 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?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

13. **MINE SUBSIDENCE**

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of *Coal Mine Subsidence Compensation Act 2017*?

No.

14. **PAPER SUBDIVISION INFORMATION**

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

Not applicable.

14.2 The date of any subdivision order that applies to the land.

Not applicable.

14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.

.....  
15. **PROPERTY VEGETATIONS PLAN**

- 15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?

No.

16. **BIODIVERSITY STEWARDSHIP SITES**

- 16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?

No.

Note: Biodiversity Stewardship agreements including 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**

- 17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016* Part 8?

No.

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

18. **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

- 18.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

19. **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

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

Not applicable.



.....  
**19.2 In this clause, 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**

**20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area**

**21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

**22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

**22.1 Is there a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which council is aware, in relation to proposed development on the land?**

No.

**22.2 The period for which the certificate is current is?**

Not Applicable.

**If there is a certificate, copy of the certificate can be obtained from the Department.**

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

No.

**22.4 Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?**

No.

.....  
22.5 In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. **WATER OR SEWERAGE SERVICES**

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

Note – A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 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.

No. This clause does not currently apply within Shellharbour Local Government Area.

**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 (CLM Act)**

(a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?

No.

(b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?

No.

(c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?

No.

(d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?

No.

.....  
(e) Is the land the subject of a site audit statement within the meaning of the  
*CLM Act* (such a statement having been provided to Council at any  
time)?

No.

<b>PART B: NOTATIONS</b>
--------------------------

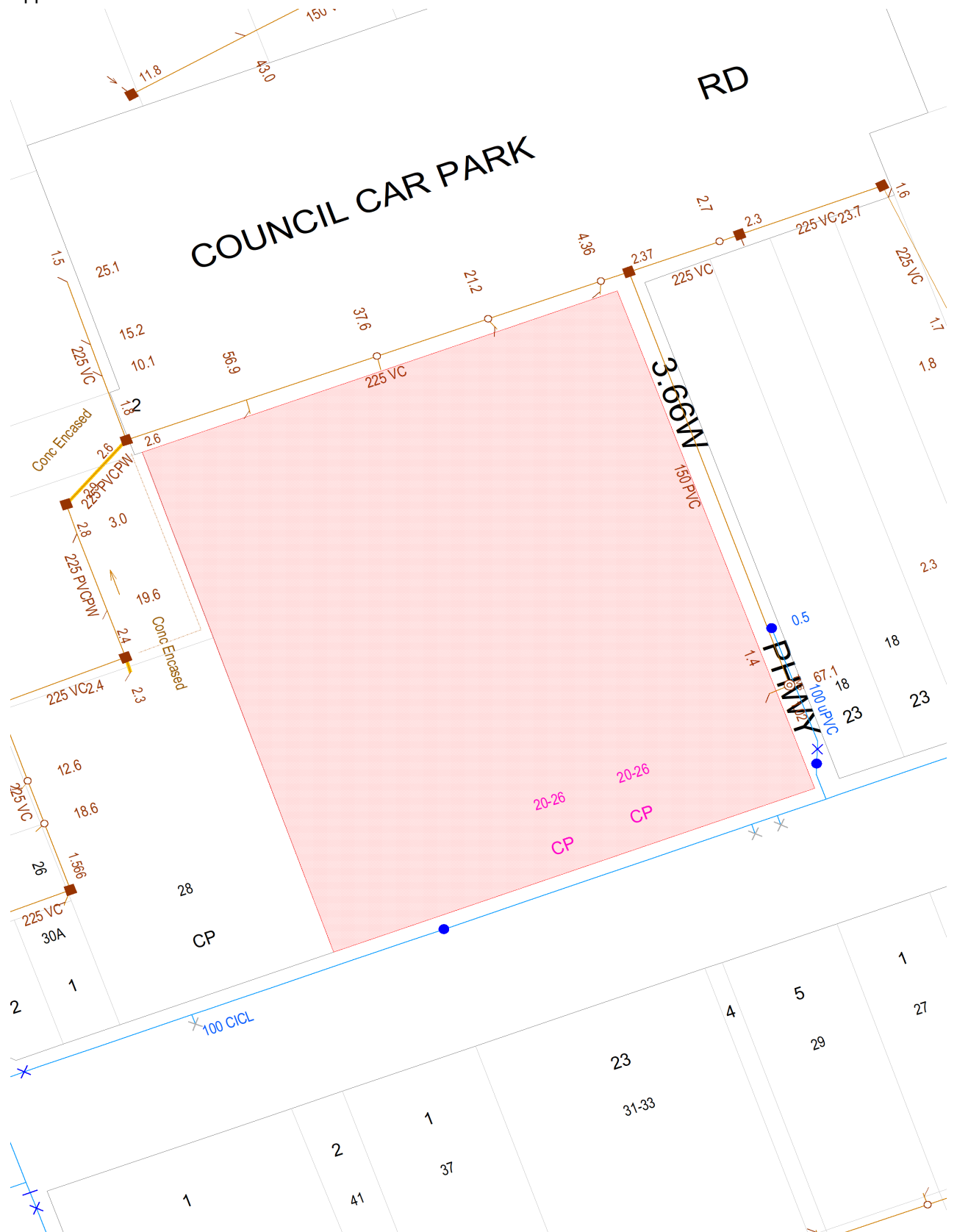
There are no Part B notations on this property.

For further information please contact the  
Land & Information Services on  
(02) 4221 6111

**Authorised by:**  
**Mike Archer**  
**Chief Executive Officer**



Service Location Print  
Application Number: 8003821448



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**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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