

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Wyong 1/22-32 Pacific Highway Wyong, NSW 2259	phone: 0417 400 556 email: shauncoffey@stonerealestate.com.au ref: Shaun Coffey

co-agent

vendor Luke Feros
16 Toona Way, GLENNING VALLEY, NSW 2261

vendor's solicitor	Link Legal and Conveyancing Pty Ltd 374 Main Road NORAVILLE NSW 2263	phone: 02 4302 1698 email: reception@llac.com.au ref: 245217
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date for completion 42 days after the contract date (clause 15)
land (address, plan details and title reference) 94/2 WARREN RD WARNERVALE NSW 2259
 Lot 94 STRATA PLAN 104192
 Folio Identifier 94/SP104192

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: factory bay

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

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

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
-
- 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** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input 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

Russell Property Partners
 139 Pacific Highway, Charlestown NSW 2290
 admin@russellproperty.com.au
 4947 8088

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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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Additional Clauses

1. Notice to Complete

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

2. Delayed Completion

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

3. Purchaser Acknowledgements

The Purchaser acknowledges the following:

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

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

4. Real Estate Agent

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

5. Solicitor/Conveyancer Amendments

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

6. Requisitions on title

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

7. Deposit Bond or Bank Guarantee

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

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

8. Death, Mental Illness and Bankruptcy

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

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

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

9. Release of Deposit

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

10. Payment of Deposit

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

11. Conditions in the event of an Auction

The following conditions for auction apply:

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

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
 2. Is anyone in adverse possession of the Property or any part of it?
 3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
Please specify any existing breaches.
 - (c) What is the current rent payable?
 - (d) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (e) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (g) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (h) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
 4. Is any tenancy subject to the *Retail Leases Act 1994 (NSW)*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
 5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
 6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.
- Title**
7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
 8. On or before completion, any mortgage, caveat writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
 9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
 10. When and where may the title documents be inspected?

11. (a) In these requisitions, *personal property, secured party, security agreement, security interest and verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.
- (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.
- (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSW)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
(a) to what year has a return been made?
(b) what is the taxable value of the Property for land tax purposes for the current year?
16. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.
- Survey and building**
17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
(a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 6 years:
(i) please identify the building work carried out;
(ii) when was the building work completed?
(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
(g) Has any work been carried out by the vendor on the Property or the common property? If so:
(i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
(ii) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?

- (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
21. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or indicators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the Property?
- If so, please provide full details.
22. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992 (NSW)* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)*?
25. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them such as underground pipes or structures?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997 (NSW)* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
 - (e) If the answer to any part of Requisition 26(d) is yes, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.
- Applications, Orders etc**
27. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar

- General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
28. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
29. Are there any:
- orders of the Tribunal;
 - notices of or investigations by the Owners Corporation;
 - notices or orders issued by any Court; or
 - notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
30. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
31. Has any proposal been given by any person or entity to the Owners Corporation for:
- a collective sale of the strata scheme; or
 - a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

32. Has the initial period expired?
33. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
34. If the Property includes a utility lot, please specify the restrictions.
35. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
36. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- who has been appointed to each role;
 - when does the term or each appointment expire; and
 - what functions have been delegated to the strata managing agent and/or the building manager.
37. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
38. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
39. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
40. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
41. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
42. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
43. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
44. Has the Owners Corporation met all of its obligations under the Act relating to:
- Insurances;
 - fire safety;
 - occupational health and safety;
 - building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - the preparation and review of the 10 year plan for the capital works fund; and
 - repair and maintenance.
45. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
46. Has an internal dispute resolution process been established? If so, what are its terms?
47. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Warranties and service contracts

49. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
50. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

51. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the Taxation Administration Act 1963 (Cth) should be served on the purchaser at least 7 days prior to completion.
52. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
53. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
54. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

55. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax Invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property; and
 - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
56. The purchaser reserves the right to make further requisitions prior to completion.
57. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 94/SP104192

SEARCH DATE	TIME	EDITION NO	DATE
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30/4/2024	12:28 PM	2	17/2/2022

LAND

LOT 94 IN STRATA PLAN 104192
AT WARNERVALE
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

LUKE FEROS (T AR894233)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100234

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP100234

SEARCH DATE	TIME	EDITION NO	DATE
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30/4/2024	12:29 PM	5	22/2/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100234
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARNERVALE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF MUNMORAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP100234

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100234
ADDRESS FOR SERVICE OF DOCUMENTS:
2 WARREN ROAD
WARNERVALE NSW 2259

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO
A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 1-3
SP104192 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
- 4 SP100234 POSITIVE COVENANT
- 5 SP100234 RESTRICTION(S) ON THE USE OF LAND
- 6 AR898184 INITIAL PERIOD EXPIRED
- 7 AR898184 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5125)

STRATA PLAN 100234

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- SP101250	2	- SP103288	3	- SP104192	4	- 28
5	- 63	6	- 44	7	- 44	8	- 44
9	- 44	10	- 44	11	- 44	12	- 44
13	- 44	14	- 44	15	- 44	16	- 44
17	- 44	18	- 44	19	- 56	20	- 56
21	- 56	22	- 56	23	- 56	24	- 56
25	- 56	26	- 56	27	- 56	28	- 56
29	- 56	30	- 56	31	- 56	32	- 45
33	- 52	34	- 160	35	- 84	36	- 84

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5125) (CONTINUED)

STRATA PLAN 100234

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 84	38	- 60	39	- 60	40	- 60
41	- 52	42	- 62	43	- 87	44	- 85
45	- 83	46	- 83	47	- 30	48	- 30
49	- 48	50	- 25	51	- 25	52	- 25
53	- 24	54	- 24	55	- 34		

STRATA PLAN 101250

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
56	- 54	57	- 54	58	- 54	59	- 54
60	- 54	61	- 54	62	- 54	63	- 54
64	- 54	65	- 54	66	- 54	67	- 54
68	- 54	69	- 54	70	- 54	71	- 54

STRATA PLAN 103288

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
72	- 57	73	- 57	74	- 57	75	- 65
76	- 65	77	- 65	78	- 65	79	- 57
80	- 57	81	- 57	82	- 65	83	- 65
84	- 65	85	- 65				

STRATA PLAN 104192

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
86	- 57	87	- 57	88	- 57	89	- 65
90	- 65	91	- 65	92	- 65	93	- 57
94	- 57	95	- 57				

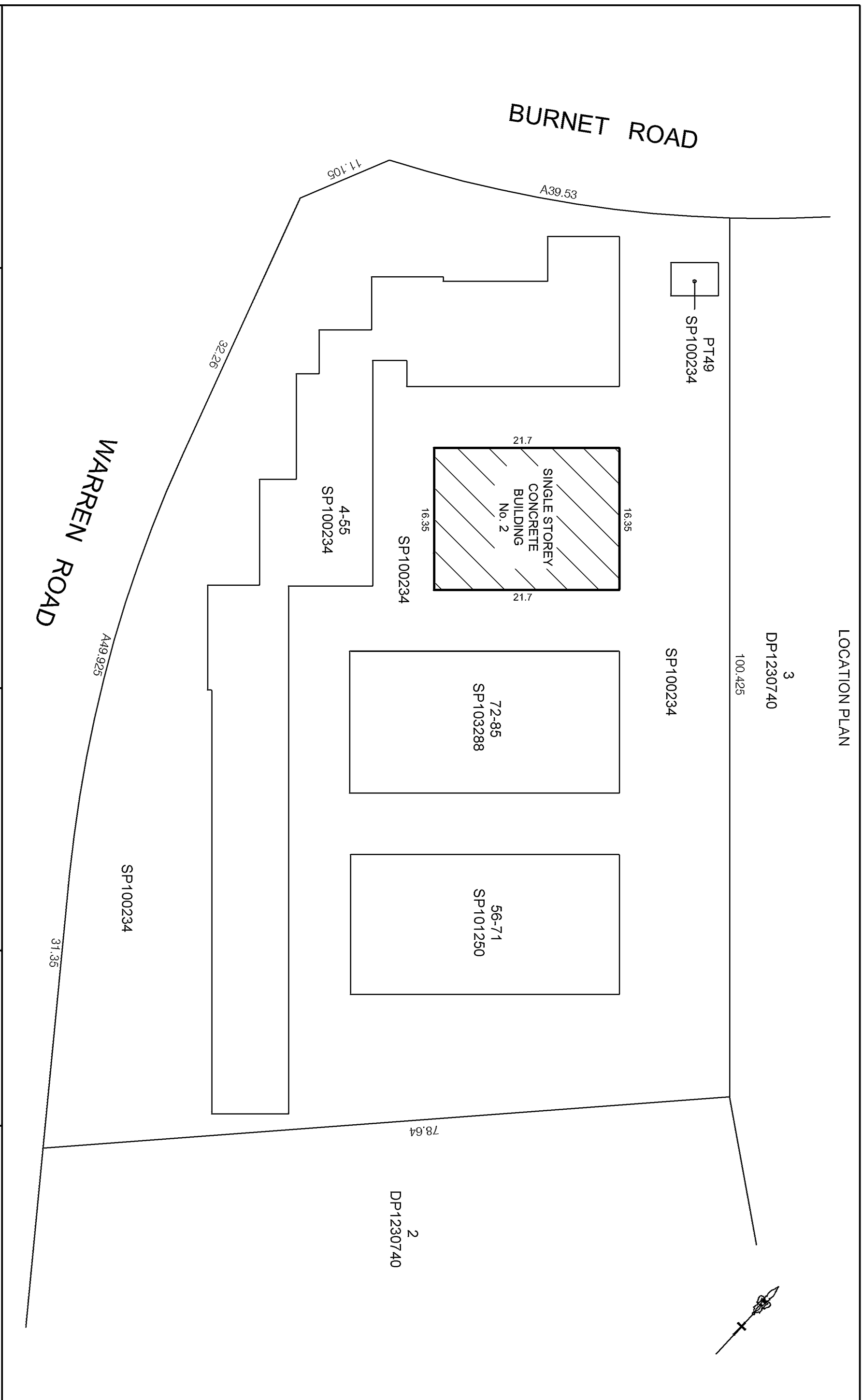
NOTATIONS


UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

LOCATION PLAN



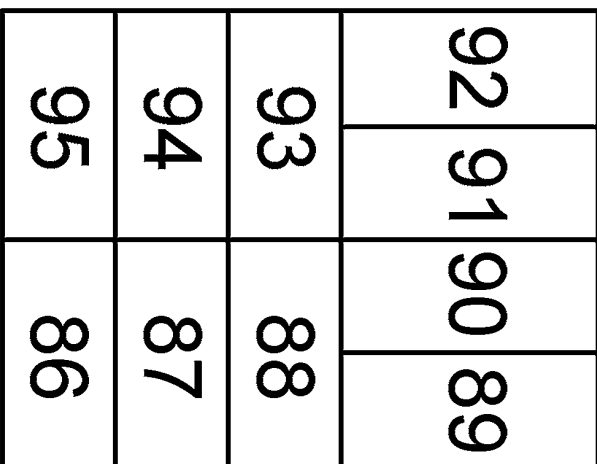
SURVEYOR Name: ANDREW MURDOCH Date: 21.10.2021 Reference: 100242		PLAN OF SUBDIVISION OF: LOT 3 SP100234	
L.G.A.: CENTRAL COAST Locality: WARNERVILLE Reduction Ratio: 1:500 Lengths are in metres		REGISTERED  10/12/2021	
		SP104192	

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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FLOOR PLAN

SCHEDULE OF LOT AREAS

LOT	TOTAL	LOT	TOTAL
86	31m2	91	36m2
87	31m2	92	36m2
88	31m2	93	31m2
89	36m2	94	31m2
90	36m2	95	31m2



COMMON
PROPERTY
SP100234

NOTES

- ~ ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
- ~ AREA SHOWN ARE FOR THE STRATA SCHEME DEVELOPMENT ACT 2015 AND ARE APPROXIMATE.

SURVEYOR

Name: ANDREW MURDOCH

Date: 21.10.2021

Reference: 100242

PLAN OF SUBDIVISION OF:
LOT 3 SP100234

REGISTERED

10/12/2021



SP104192


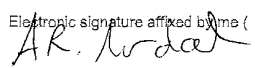
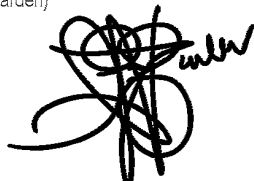
L.G.A.: CENTRAL COAST

Locality: WARNERVALE


Reduction Ratio: 1:500

Lengths are in metres

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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SP FORM 3_E (2020)	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  10/12/2021	SP104192	
STRATA PLAN OF SUBDIVISION OF: LOT 3 SP100234	LGA: CENTRAL COAST Locality: WARNERVALE Parish: MUNMORAH County: NORTHUMBERLAND	
This is a FREEHOLD	Strata Scheme	
Panel Not Used	Panel Not Used	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, ANDREW RAYMOND MURDOCH, of EARTH SURVEYING PTY LTD, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. The building encroaches on: Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p style="font-size: 0.8em;">Electronic signature affixed by me (ANDREW MURDOCH)</p> <p>Signature: </p> <p>Date: 21-Oct-2021 Surveyor ID: 8435 Surveyor's Reference: 100242</p> <p style="font-size: 0.7em;">^ Insert the deposited plan number or dealing number of the instrument that created the easement.</p>	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I, ADRIAN PHILLIP BARDEN being a Registered Certifier, Registration number BDC0767, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section Strata Schemes Development Act 2015.</p> <p>* (a) This plan is part of a development scheme.</p> <p>* (b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>* (c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015.</p> <p>Certificate Reference: CFT-87248</p> <p>Relevant Planning Approval No.: DA/1000/2017 issued by: CENTRAL COAST COUNCIL Electronic signature affixed by me (Adrian Barden)</p> <p>Signature: </p> <p>Date: 24/11/2021</p> <p style="font-size: 0.7em;">* Strike through if inapplicable ^ Insert lot number of proposed utility lots</p>	

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
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Office Use Only Registered:  10/12/2021	Office Use Only <h1 style="margin: 0;">SP104192</h1>
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VALUER'S CERTIFICATE

I, * Todd Hadley of MJD Valuers

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute
 Class of membership: Fellow
 Membership number: 68279

certify that the unit entitlements shown in the schedule herewith were apportioned on 11/7/21 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015


Signature: *Todd Hadley* Date 11/11/21

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	UNIT ENTITLEMENT	LOT NUMBER	UNIT ENTITLEMENT
86	57	91	65
87	57	92	65
88	57	93	57
89	65	94	57
90	65	95	57
		AGGREGATE	602

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  10/12/2021	SP104192

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
86	86	2	Warren	Road	Warnervale
87	87	2	Warren	Road	Warnervale
88	88	2	Warren	Road	Warnervale
89	89	2	Warren	Road	Warnervale
90	90	2	Warren	Road	Warnervale
91	91	2	Warren	Road	Warnervale
92	92	2	Warren	Road	Warnervale
93	93	2	Warren	Road	Warnervale
94	94	2	Warren	Road	Warnervale
95	95	2	Warren	Road	Warnervale

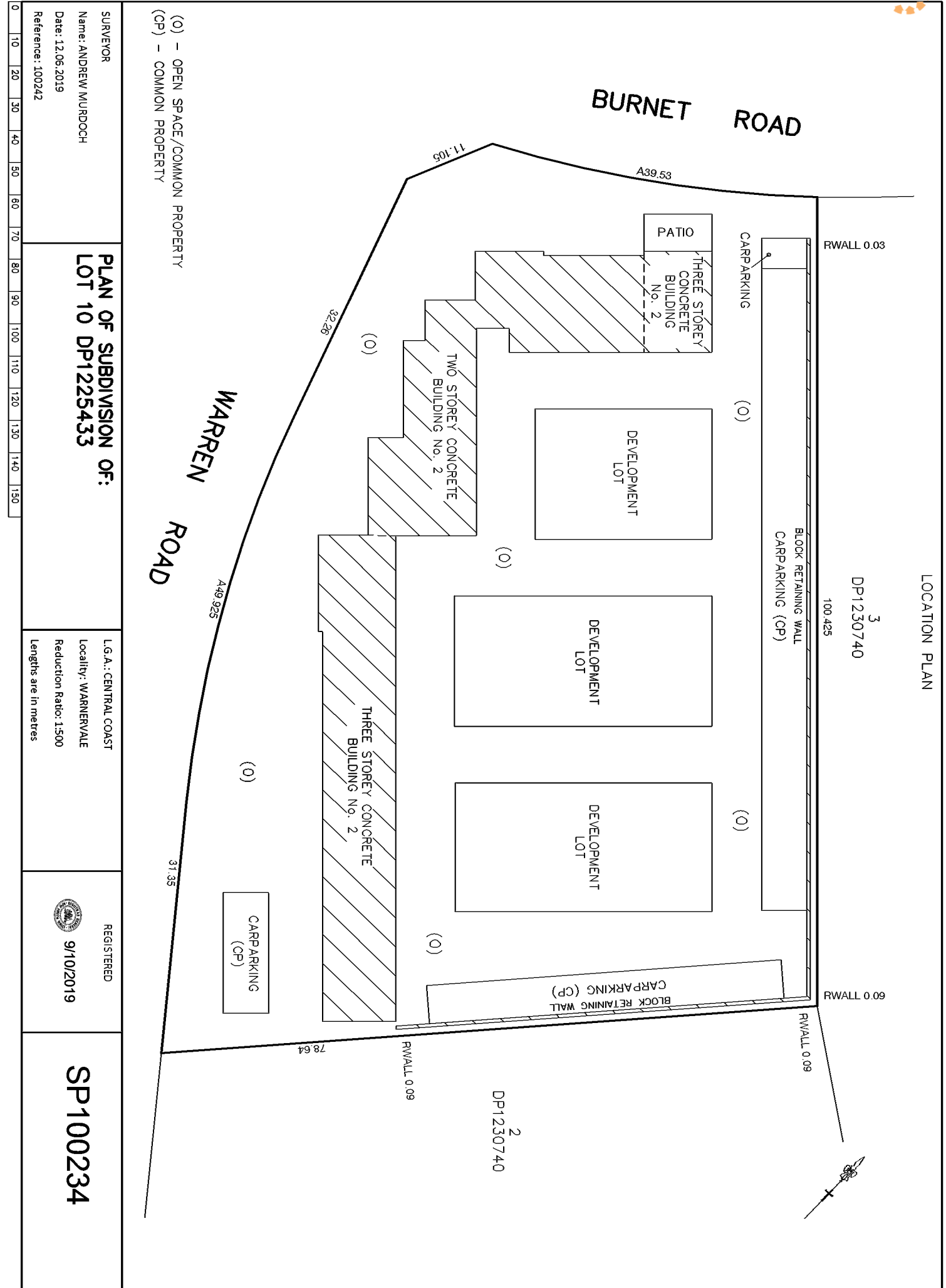
EXECUTED by **CUBBY HOLE PTY LIMITED ACN 639 088 430** in accordance with section 127 of the Corporations Act 2001 (Cth)



 Sole Director/Secretary

John David Ryba

LOCATION PLAN



(O) - OPEN SPACE/Common Property
 (CP) - Common Property

SURVEYOR
 Name: ANDREW MURDOCH
 Date: 12.06.2019
 Reference: 100242

PLAN OF SUBDIVISION OF:
LOT 10 DP1225433

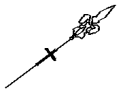
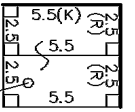
L.G.A.: CENTRAL COAST
 Locality: WARNERVALE
 Reduction Ratio: 1:500
 Lengths are in metres

REGISTERED
 9/10/2019

SP100234

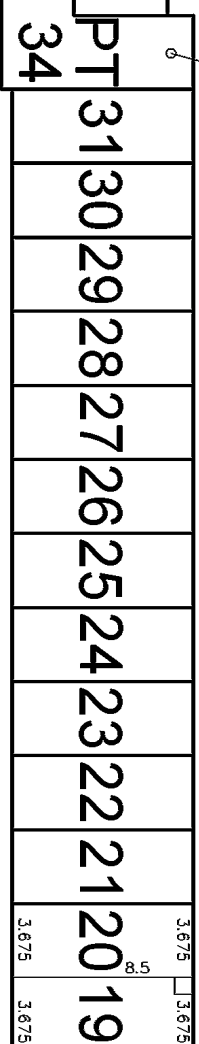
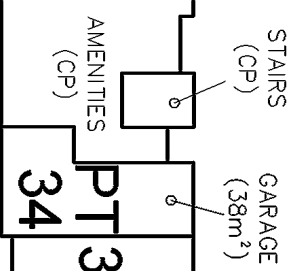
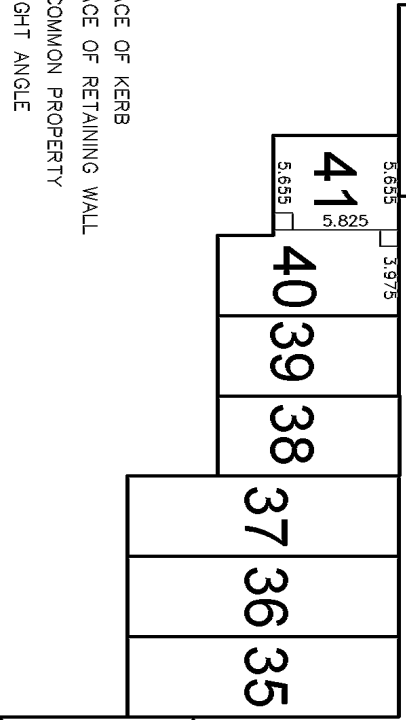
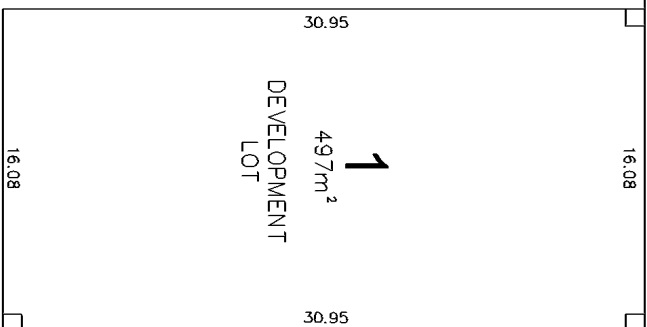
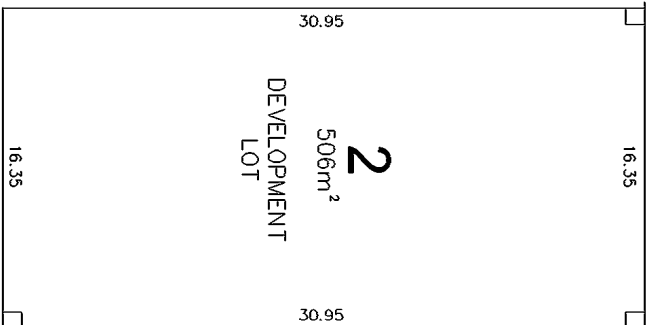
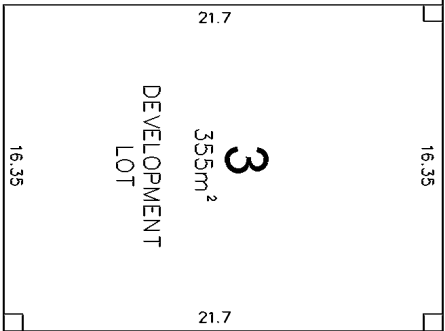
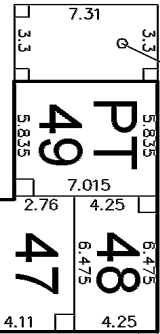
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

GROUND FLOOR PLAN



PT49
PATIO
(24m²)

PT49
CARPARKING
(28m²)



(K) - FACE OF KERB
(R) - FACE OF RETAINING WALL
(CP) - COMMON PROPERTY
 - RIGHT ANGLE

- NOTES**
- ~ ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.
 - ~ AREA SHOWN ARE FOR THE STRATA SCHEME DEVELOPMENT ACT 2015 AND ARE APPROXIMATE.
 - ~ THE STRATUM OF THE CARPARKING SPACES AND PATIO IS LIMITED TO 4 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - ~ THE STRATUM OF THE DEVELOPMENT LOTS IS LIMITED TO 5 BELOW AND 10 ABOVE THE UPPER SURFACE OF THE ADJOINING CONCRETE DRIVEWAY.

SURVEYOR
Name: ANDREW MURDOCH
Date: 12.06.2019
Reference: 100242

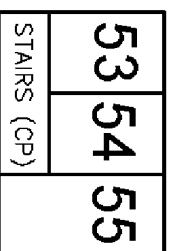
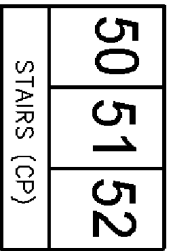
**PLAN OF SUBDIVISION OF:
LOT 10 DP1225433**

L.G.A.: CENTRAL COAST
Locality: WARNERVALE
Reduction Ratio: 1:500
Lengths are in metres

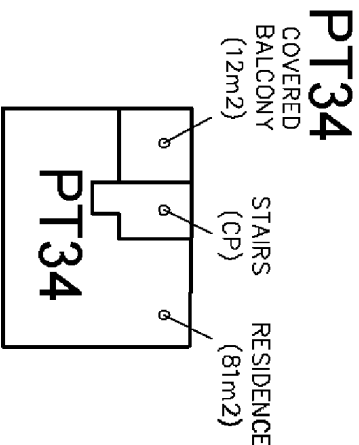
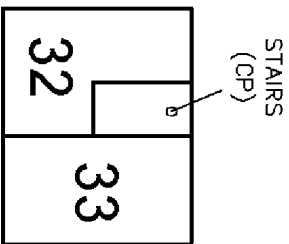
REGISTERED
9/10/2019

SP100234

FIRST FLOOR PLAN

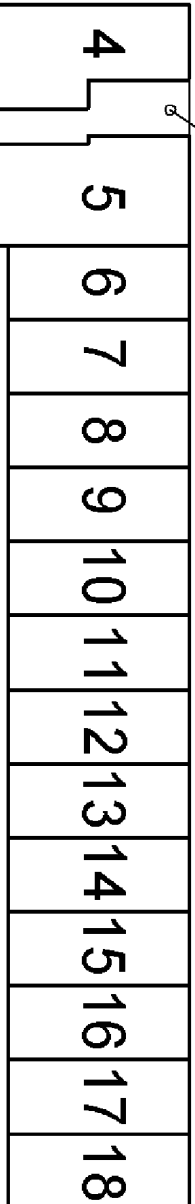


SECOND FLOOR PLAN



STAIRS (CP)

LOWER GROUND FLOOR PLAN



NOTES

- ~ ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
- ~ AREA SHOWN ARE FOR THE STRATA SCHEME DEVELOPMENT ACT 2015 AND ARE APPROXIMATE.

(CP) - COMMON PROPERTY

SURVEYOR

Name: ANDREW MURDOCH

Date: 12.06.2019

Reference: 100242

PLAN OF SUBDIVISION OF:
LOT 10 DP1225433

L.G.A.: CENTRAL COAST

Locality: WARNERVILLE

Reduction Ratio: 1:500

Lengths are in metres

REGISTERED



9/10/2019

SP100234

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
---	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

SCHEDULE OF LOT AREAS

LOT	TOTAL	LOT	TOTAL	LOT	TOTAL
1	497m ²	32	40m ²		
2	506m ²	33	49m ²		
3	355m ²	34	129m ²		
4	39m ²	35	50m ²		
5	47m ²	36	50m ²		
6	31m ²	37	50m ²		
7	31m ²	38	33m ²		
8	31m ²	39	33m ²		
9	31m ²	40	33m ²		
10	31m ²	41	33m ²		
11	31m ²	42	36m ²		
12	31m ²	43	48m ²		
13	31m ²	44	46m ²		
14	31m ²	45	46m ²		
15	31m ²	46	46m ²		
16	31m ²	47	25m ²		
17	31m ²	48	25m ²		
18	31m ²	49	93m ²		
19	31m ²	50	22m ²		
20	31m ²	51	22m ²		
21	31m ²	52	22m ²		
22	31m ²	53	22m ²		
23	31m ²	54	22m ²		
24	31m ²	55	31m ²		
25	31m ²				
26	31m ²				
27	31m ²				
28	31m ²				
29	31m ²				
30	31m ²				
31	31m ²				



SUBVEYOR
Name: ANDREW MUIRODOGH
Date: 12/06/2019
Reference: 100242

**PLAN OF SUBDIVISION OF:
LOT 10 DP1225433**



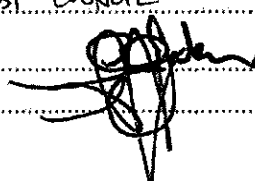
L.G.A.: CENTRAL COAST
Locality: WARRENVALE
Reduction Ratio: 1:500
Lengths are in metres

REGISTERED

9/10/2019

SP100234

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  9/10/2019	<h1>SP100234</h1>	
PLAN OF SUBDIVISION OF: LOT 10 DP1225433	LGA: CENTRAL COAST Locality: WARNERVALE Parish: MUNMORAH County: NORTHUMBERLAND	
This is a *FREEHOLD/LEASEHOLD Strata Scheme		
<p style="text-align: center;">Address for Service of Documents</p> <p style="text-align: center;">2 Warren Road, Warnervale NSW 2259</p> <p style="text-align: center;">Provide an Australian postal address including a postcode</p>	<p>The by-laws adopted for the scheme are:</p> <p>* Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>)</p> <p>* The strata by-laws lodged with the plan.</p>	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, ANDREW RAYMOND MURDOCH, of EARTH SURVEYING PTY LTD, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 12.06.2019</p> <p>Surveyor ID: 8435</p> <p>Surveyor's Reference: 100242</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> <p>I, <u>ADRIAN PHILIP BARDEN</u>.....being an Accredited Certifier, accreditation number <u>BPB0767</u>....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>15542</u></p> <p>Relevant Planning Approval No.: <u>PA/1000/2017</u> issued by: <u>CENTRAL COAST COUNCIL</u></p> <p>Signature: </p> <p>Date: <u>6 SEPTEMBER 2019</u></p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
* Strike through if inapplicable		

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



9/10/2019

SP100234

VALUER'S CERTIFICATE

I, SEAN MCGILL being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: *Sean McGill* Date 16-8-19

SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	UNIT ENTITLEMENT	LOT NUMBER	UNIT ENTITLEMENT	LOT NUMBER	UNIT ENTITLEMENT
1 (DEV LOT)	864	20	56	39	60
2 (DEV LOT)	862	21	56	40	60
3 (DEV LOT)	602	22	56	41	52
4	28	23	56	42	62
5	63	24	56	43	87
6	44	25	56	44	85
7	44	26	56	45	83
8	44	27	56	46	83
9	44	28	56	47	30
10	44	29	56	48	30
11	44	30	56	49	48
12	44	31	56	50	25
13	44	32	45	51	25
14	44	33	52	52	25
15	44	34	160	53	24
16	44	35	84	54	24
17	44	36	84	55	34
18	44	37	84		
19	56	38	60	AGGREGATE	5125

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:



9/10/2019

SP100234


This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		2	Warren	Road	Wamervale
1	1	2	Warren	Road	Wamervale
2	2	2	Warren	Road	Wamervale
3	3	2	Warren	Road	Wamervale
4	4	2	Warren	Road	Wamervale
5	5	2	Warren	Road	Wamervale
6	6	2	Warren	Road	Wamervale
7	7	2	Warren	Road	Wamervale
8	8	2	Warren	Road	Wamervale
9	9	2	Warren	Road	Wamervale
10	10	2	Warren	Road	Wamervale
11	11	2	Warren	Road	Wamervale
12	12	2	Warren	Road	Wamervale
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15	15	2	Warren	Road	Wamervale
16	16	2	Warren	Road	Wamervale
17	17	2	Warren	Road	Wamervale
18	18	2	Warren	Road	Wamervale
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20	20	2	Warren	Road	Wamervale
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27	27	2	Warren	Road	Wamervale
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51	51	2	Warren	Road	Wamervale
52	52	2	Warren	Road	Wamervale
53	53	2	Warren	Road	Wamervale
54	54	2	Warren	Road	Wamervale
55	55	2	Warren	Road	Wamervale

Surveyor's Reference: 100242

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
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Office Use Only	Office Use Only
Registered:  9/10/2019	SP100234

This sheet is for the provision of the following information as required:

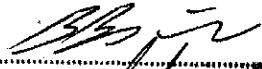

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

This plan contains a Development Contract comprising 22 sheets.


IT IS INTENDED:
TO CREATE PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919, AS AMENDED;

1. POSITIVE COVENANT
2. RESTRICTION ON THE USE OF LAND

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by
BRETT BOLTON
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power:


.....
Signature of Attorney
In the presence of

.....
Signature of Witness
Ben Howley
.....
Print name of Witness
12 Stewart Avenue
Newcastle West NSW 2302
.....
Address of Witness

EXECUTED BY
SITE PTY LIMITED ACN 003 387 700
in accordance with section 127 of the
Corporations Act 2001 (C'th)


.....
Sole Director/Secretary

John David Ryba

**THIS PLAN IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT WHICH IS
FILED WITH THE STRATA PLAN.**

Lodger Details

Lodger Code 505858Q
Name KERIN BENSON LAWYERS PTY LTD
Address SE 9.02, 46 MARKET ST
SYDNEY 2000
Lodger Box 1W
Email ALLISON@KERINBENSONLAWYERS.COM.AU
Reference 004698

Land Registry Document Identification

AR898184

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/SP100234	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100234
Other legal entity

Meeting Date

14/12/2021

Repealed by-law No.

Details 10, 12 and 13

Amended by-law No.

Details N/A

Added by-law No.

Details 10

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP100234
Signer Name MICHELA ALESSE
Signer Organisation KERIN BENSON LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 18/02/2022

Annexure A

Consolidated by-laws for Strata Plan No. 100234

By-Laws for Cubbyhole Warnervale, 2 Warren Road, Warnervale

1. ABOUT THE BY-LAWS

1.1. Purpose of the By-Laws

The by-laws regulate the day-to-day management, administration, control, use and enjoyment of the Lots and the Common Property in the Strata Plan. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in the Property.

The by-laws are designed to maintain the quality of the Property. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property.

1.2. Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. COMMON PROPERTY RIGHTS BY-LAWS

2.1. Purpose of Common Property Rights By-Laws

To fairly apportion the costs for maintaining, repairing and replacing Common Property, Common Property Rights By-Laws make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2. Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

2.3. How to make or change a Common Property Rights By-Law

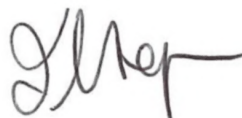
Subject to the Management Act, the Owners Corporation may, by special resolution, make or change a Common Property Rights By-Law with the written consent of each Owner on whom the Common Property Rights By-Law confers or will confer rights or special privileges.

2.4. Occupiers may exercise rights

You may allow the Occupier of your Lot to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

2.5. Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may



- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6. Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.7. Indemnities

You indemnify the Owners Corporation against all claims and liabilities caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

2.8. Additional Insurances

In addition to your obligations under by-law 23 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of exercising your rights or performing your obligations under a Common Property Rights By-Law.

3. YOUR BEHAVIOUR

3.1. What are your general obligations?

You must:

- (a) not make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) not use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) not smoke cigarettes, cigars or pipes while you are using the Shared Amenities or allow smoke from them to enter Common Property or another Lot;
- (d) not obstruct the legal use of Common Property by any person;
- (e) comply with all rules and restrictions imposed by the Owners Corporation in relation to the use of the Shared Facilities;
- (f) not do anything in the Property which is illegal or immoral;
- (g) not do anything which might damage the good reputation of the Owners Corporation or the Property;
- (h) not do anything that may endanger the safety and good reputation of any persons or entities occupying a Lot within the Strata Scheme;

- (i) not damage lawns, gardens, trees, shrubs, plants and flowers;
- (j) not use audible security alarms and flashing security lights as security for your Lot; and
- (k) except to the extent permitted by the Management Act or any other law, not use your Lot for any purpose other than a light industrial unit (except for the Residential Lot and the Café Lot) as defined by the Council in any Development Consent or subsequent zoning applicable to the Property.

3.2. Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot;
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and order of Government Agencies.

3.3. Consents

You must obtain all necessary consents from Government Agencies before you carry out any Building Works. Your obligations under this clause apply in addition to your obligations under the by-laws.

3.4. Additional consents required

In addition to the obligations of you and the Owners Corporation under clause 3.3 and elsewhere in these by-laws, you must have consent from the Owners Corporation if you propose to:

- (a) carry out Building Works which will affect the External Appearance of the Property; or
- (b) place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Lot or on Common Property; or
- (c) install curtains, blinds, louvres, shutters, sun shades or other window and door treatments on or in your Lot or on Common Property if they change the external appearance of the Lot or Common Property or otherwise have an external appearance; or
- (d) install security doors or windows, screens, grilles, alarms, locks or other safety devices on the interior or exterior of windows or doors in you Lot or on Common Property if they are visible from outside your Lot or the Property; or
- (e) carry out any other works which are visible from outside your Lot or the Common Property; or

- (f) place or install any solar dish, antenna, sky dish, receiver, satellite receiver or any other erection, construction, aerial, receiver or thing of a similar or like nature on or in Common Property or on or in your Lot which are visible from outside your Lot (except for the owner or occupier of the Residential Lot or the Café Lot which are permitted to install any solar dish, antenna, sky dish, receiver, satellite receiver or any other erection, construction, aerial, receiver or thing of similar or like nature on the roof area of the Common Property above those lots without the consent of the Owners Corporation).

This is not a definitive list of when you will need to obtain consent from the Owners Corporation. Contact the Strata Manager if you want to confirm whether or not you will need consent.

3.5. Easements

You must not breach any Easement affecting Lots, Common Property or any part of the Property.

4. YOUR ADDITIONAL OBLIGATIONS

4.1. What are your obligations?

You:

- (a) must take all reasonable actions to ensure your Visitors (including guests, servants, employees, staff, agents, children, invitees and licensees) comply with the by-laws;
- (b) must make your Visitors leave the Property if they do not comply with the by-laws;
- (c) must take reasonable care about who you invite into the Property;
- (d) must accompany your Visitors at all times, except when they are entering or leaving the Property;
- (e) are responsible for maintaining anything that you have installed in your Lot;
- (f) must be adequately clothed when on Common Property;
- (g) must not do anything on your Lot or Common Property that is illegal;
- (h) must ensure that skateboards and roller blades are not used on any part of the Common Property including any access ramps or egress ramps; and
- (i) must make sure any child under your control does not play on Common Property unless under supervision or control of an adult.

You must not allow another person to do anything which you cannot do under the by-laws. You are liable to compensate the Owners Corporation for all damage to the Common Property or personal property caused by you or your Visitors.

4.2. Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply with the by-laws or leave the Property in the event they do not comply with the by-laws; and
- (d) promptly provide the Strata Manager and the strata Building Manager details of the tenancy including contact details of the lessee or licensee; and
- (e) except to the extent permitted by the Management Act or any other law, not use your Lot for any purpose other than a light industrial unit (except for the Residential Lot and Café Lot).

5. YOUR LOT

5.1. What are your general obligations?

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your Lot (whether or not you made the installation or alteration and whether or not it forms part of the Common Property);
- (c) ensure that waterproofing to any internal areas which have water services or external areas which form part of your Lot does not leak resulting in water escaping into other Lots or the Common Property;
- (d) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 23 ("Insurance premiums") for important information about increasing and paying insurance premiums; and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

5.2. When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;

- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of the Property; and
- (c) subject to by-law 3.4(f), attach or hang an aerial, antennae, satellite dish, tower or other transmission or receiving device or wires outside your Lot or the Property.

5.3. When is consent from the Owners Corporation not required?

By-law 5.2 does not prevent an owner or person authorised by the Owners Corporation or the Strata Manager, its employees, agents and contractors from installing:

- (a) any structure or device to prevent harm to children within a Lot;
- (b) any sign or notice considered necessary by either the Owners Corporation or the Strata Manager;
- (c) any locking or safety device for protection of the Lot against intruders or to improve safety within the Lot, provided such device is not visible from outside the Lot; or
- (d) any sign to advertise the activities of the occupier of the Lot if the Owners Corporation has specified locations for such signs and that sign is installed in the specified location (and provided the sign meets signage requirements as specified by the Owners Corporation from time to time).

5.4. Cleaning Windows

Subject to by-law 5.5 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Lot, (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

5.5. Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in the Units. If the Owners Corporation resolves to clean glass in your Unit, you are excused from your obligations under by-law 5.4 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

5.6. Replacement of windows and doors

You must promptly replace broken or cracked windows or doors with fresh glass of the same kind, colour and weight in accordance with any applicable standards of any relevant authority.

5.7. Right of owners corporation to enter your Lot

In addition to its rights under by-law 28 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

5.8. Not visible from outside the lot.

Owners and Occupiers must not keep anything on a Lot that is visible from outside of the Lot if it is not in keeping with the style of the Property.

5.9. Roller Doors

You:

- (a) must not remove or alter the graphics illustrated on the roller doors of Lots without the prior written approval of the Owners Corporation; and
- (b) are responsible for the maintenance and repair of the roller door which services your Lot. Any replacement roller door must be of the same make or model as the existing roller doors in the Strata Scheme (or such other make or model as approved in writing by the Owners Corporation) including the same graphics illustrated on the roller door.

The Owners Corporation will, from time to time as it sees appropriate, and upon provision of notice in advance to owners and occupiers of Lots, re-paint the graphics illustrated on the roller doors.

5.10. Shared Facilities

There are a number of facilities and services in the Strata Scheme that are intended for use by the owners and occupiers of the Lots. The facilities are called the Shared Facilities.

Subject to these bylaws, the Owners Corporation must operate, manage, control, maintain, repair and replace the Shared Facilities. The Owners Corporation may appoint and contract with parties to assist in the performance of its functions in relation to the Shared Facilities.

The Shared Facilities include:

- (a) The Common Bathrooms; and
- (b) The Wet Bar.

Subject to availability, the Shared Facilities are for use by all owners and occupiers of Lots.

When using the Shared Facilities you must:

- (a) comply with all conditions and requirements of the by-laws;
- (b) comply with all rules and restrictions imposed by the Owners Corporation for the use of the Shared Facilities;
- (c) leave the rooms and facilities in a reasonable and tidy condition;
- (d) ensure that an adult exercising effective control accompanies children under 15 who use the Shared Facilities;
- (e) be adequately clothed when entering or leaving the Shared Facilities;

- (f) not bring glass or other sharp objects into the Shared Facilities;
- (g) not do anything that is dangerous, illegal or may give offence in the Shared Facilities;
- (h) not make noise or behave in a way which interferes with the use of the Shared Facilities by another owner or occupier of a Lot; and
- (i) not hold parties or other functions in the Shared Facilities for a commercial purpose without the prior written consent of the Owners Corporation.

6. KEEPING AN ANIMAL

6.1. What animals may you keep?

Subject to by-law 6.2 ("Guide or hearing dogs or other animals for a disability"), you may only keep an animal in your Unit with the Owners Corporation's consent, which cannot unreasonably be withheld. The Owners Corporation can impose conditions if it gives you consent to keep an animal according to this by-law 6.1.

6.2. Guide or hearing dogs or other animals for a disability

You may keep in your Unit a guide dog or hearing dog or other animal trained to assist to alleviate the effect of a disability if you need the dog or other animal because you have a disability. You must provide the Owners Corporation with reasonable evidence that the animal is an assistance animal.

6.3. How you must keep your animal

If you are permitted to keep an animal under this by-law 6 ("Keeping an animal"), you must:

- (a) control and restrain your animal (eg by keeping it on a leash, carrying or restraining in an appropriate pet cage) on Common Property;
- (b) clean and remove any mess left by your animal on Common Property;
- (c) ensure that your animal is registered as a "companion animal" under the *Companion Animals Act 1998* (NSW) (if required) and comply with the *Companion Animals Act 1998* (NSW);
- (d) ensure that your animal does not wander into another Unit or Common Property;
- (e) comply with any conditions imposed by the Owners Corporation in giving consent;
- (f) ensure that your animal does not disturb any other Owners and Occupiers; and
- (g) register your dog and/or cat with the Owners Corporation and provide the Owners Corporation with reasonable details of breed, sex, age, registration and vaccination history.

6.4. Your visitors

You must not allow your visitors to bring animals into the Property unless the animals are guide dogs or hearing dogs or other animals trained to assist to alleviate the effect of a disability if your visitors need the dog or other animal because of a disability.

6.5. Animal may be removed

The Owners Corporations may order the removal of an animal from the Property if:

- (a) the animal is unreasonably disturbing other Owners and Occupiers;
- (b) you do not comply with this by-law 6, the *Companion Animals Act 1998* (NSW) or a condition made by the Owners Corporation when it gave you consent to keep the animal;
- (c) the animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (d) if you keep a dog, your dog is declared a "dangerous dog" under the *Companion Animals Act 1998* (NSW).

7. ERECTING SIGNS

7.1. Signs

Except in accordance with by-law 5.3, or with the consent of the Owners Corporation, you must not erect a sign on any part of your Lot or Common Property that may be viewed from outside your Lot. This restriction includes, without limitation, signs that advertise that a Lot is for sale or lease or any A frame type signs placed anywhere around the Lot or the Common Property.

7.2. The Developer

While the Developer is an Owner, the Developer may erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases without the need to obtain the consent of the Owners Corporation.

8. FIRE CONTROL

8.1. What are your obligations?

You may keep flammable materials in your Unit only if you:

- (a) use them in connection with the lawful use of your Unit; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

You must pay to the Owners Corporation as a debt due against your Lot any false alarm fees caused by you.

8.2. Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment;
- (c) reduce the level of fire safety in the Lots or the Common Property;
- (d) obstruct fire stairs or fire escapes;
- (e) use fire hose reels for any purpose other than a fire fighting purpose; or
- (f) keep flammable materials in any of the car spaces.

9. MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

9.1. What are your obligations?

When you take deliveries through the Property (including the delivery of furniture and appliances), you must:

- (a) comply with the reasonable requirements of the Owners Corporation;
- (b) minimise noise and disruption to other Lot owners and occupiers (in particular, the Residential Lot) when taking deliveries between the hours of 7.00pm and 6.00am;
- (c) repair any damage you (or the person making the delivery) cause to Common Property; and
- (d) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

10. PARKING ON COMMON PROPERTY (REPEALED AND REPLACED 14 DECEMBER 2021)

1. You must:

- a. have consent from the Owners Corporation to park or stand a motor car or motor bike on Common Property other than in a designated car space, or on another owner or occupiers Lot;
- b. not park or stand a motor car or motor bike on Common Property driveways within the Property;
- c. only park or stand a motor car or motor bike on Common Property whilst on site at the strata scheme;
- d. not park or stand any motor car or motor bike on Common Property that is more than 5.5 metres in length or that overhangs the parking spot at any time; and

- e. not park or stand any vehicle that is not a motor car or motor bike on Common Property subject only to the exceptions in clauses 3 and 4 below for the purpose of the temporary loading or unloading of goods.
2. No more than two vehicles (being one motor car and one motor bike or two of either) per Lot may be parked or stood on either the Common Property or in a designated space at any one time.
3. The Owners Corporation must not unreasonably withhold its approval to parking or standing a vehicle on the Common Property when it is due to the loading or unloading of goods or other objects on or through the Common Property or due to an emergency as determined by the Owners Corporation, acting reasonably.
4. You may:
 - a. park or stand any vehicle, trailer or any part thereof on Common Property in front of your Lot on a temporary basis, for a reasonable period of time, for the purpose of loading and unloading goods only, provided that you do not unreasonably restrict or hinder other owners or occupiers use of their Lots; and
 - b. park or stand any vehicle or trailer or part thereof on the Loading Bay Areas on a temporary basis, for a reasonable period of time, for the purposes of loading and unloading goods only.

Designated Car Spaces

1. Unless approved in writing by the Owners Corporation, you may only park registered motor cars or motor bikes that remain completely within the boundaries of a car space which forms part of any lot or any of the designated car spaces located on the Common Property. All vehicles parked within car spaces must, at all times, be kept in a roadworthy condition and the car space and driveway to each lot (if any) must be kept clean, tidy and free from litter or other items.
2. You may not use the designated car spaces located on Common Property for any long term (being a period of 12 or more consecutive hours in any given day) car parking or storage of motor cars, motor bikes, or any other conveyance or thing without the prior written consent of the Owners Corporation.
3. You may only use the designated car spaces located on the Common Property whilst you are on site at the strata scheme.
4. You are responsible for the cleaning and maintenance of the driveway and car spaces which form part of your Lot (if any). If you fail to comply with the by-law the Owners Corporation, the Strata Manager, the Strata Building Manager or its employees, agents and contractors may access the driveway and car spaces which form part of a Lot (if any) for the purpose of cleaning and keeping those areas tidy and free from rubbish, stains and litter and you indemnify the Owners Corporation and the Strata Manager for the cost of any works undertaken pursuant to this by-law.

11. CONTROLLING TRAFFIC IN COMMON PROPERTY

The Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking;
- (e) devise rules relating to the implementation of, undertake any measure or controls, carry out any works, or install any item required, to comply with the Traffic Management Plan; and
- (f) install signs to control traffic in Common Property and, in particular, traffic entering and leaving the Property.

You must comply with any requirement or direction of the Owners Corporation in relation to the implementation of the Traffic Management Plan at the Property.

12. DESIGNATED CAR SPACES (REPEALED 14 DECEMBER 2021)

13. DESIGNATED CAR SPACES (REPEALED 14 DECEMBER 2021)

14. WASTE MANAGEMENT

14.1. General Obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on Common Property; or
- (b) in an area of your Lot which is visible from outside your Lot.

You must not place any items of a personal nature on Common Property (including but not limited to doormats, shoes, private artworks or name plaques).

The Owners Corporation may devise rules including a rubbish removal system for the removal of rubbish from each Lot and from the Common Property which incorporates, amongst other things:

- (a) permitted means and times for disposal;
- (b) disposal routes;
- (c) permitted pick up areas (if any);
- (d) location of rubbish removal;
- (e) storage of rubbish;

- (f) containment of rubbish;
- (g) regularity of rubbish removal;
- (h) segregation of rubbish; and
- (i) special rubbish requirements.

The Owners Corporation will advise each owner of its rubbish removal system. Each owner will display in its Lot at all times a copy of any rubbish removal rules, including the rubbish removal system.

The Owners Corporation must procure the emptying of the bins provided by the Owners Corporation located in the Bin Storage Area on a regular basis (except for the waste generated by the Café Lot as provided in By-Law 14.4).

14.2. What are your obligations?

You must:

- (a) ensure that garbage is removed from your Lot on a regular basis;
- (b) comply with all Council and Government Agency laws and applicable waste management plans regarding disposal of garbage;
- (c) ensure that you do not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owner or occupiers of other Lots;
- (d) comply with any rubbish removal rules, including the rubbish removal system, put in place by the Owners Corporation from time to time under by law 14.1;
- (e) drain and securely wrap your garbage;
- (f) drain and clean bottles and make sure they are not broken before you place them in the appropriate recycling bin in the Common Property Bin Storage Area designated by the Owners Corporation for that purpose;
- (g) recycle your garbage according to instructions from the Owners Corporation and Council;
- (h) not cause the contents of any recycling bin, garbage bin or other waste receptacle to overflow;
- (i) ensure that only general waste generated from occupying a Lot is placed in the waste bins provided by the Owners Corporation. All other waste material including, but not limited to, furniture, unwanted storage items, building waste, waste generated from operating a business and any waste brought into the Strata Scheme from outside of the Strata Scheme, is to be disposed of by the Lot Owner responsible, either using the services of a garbage contractor or by taking the waste to a council waste management facility. No waste other than that permitted to be disposed on in the Owners Corporation provided waste bins, is to be placed on the Common Property; and

- (j) not empty or discharge any effluent, chemicals, oils, fuels, solvents or any other contaminated waste or substances into the common property driveway stormwater drains or anywhere else on the common property including the amenities area drainage wastes.

14.3. Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of the Common Property.

14.4. Café Lot waste

The Owner or Occupier of the Café Lot is entitled to store a bin or other type of waste receptacle in the Bin Storage Area. The Owner or Occupier of the Café Lot must, at its own cost, arrange for the removal of its waste on a regular basis and must take reasonable steps to ensure that the Bin Storage Area remains clean and free from odours and vermin.

15. CARRYING OUT BUILDING WORKS

15.1. When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation consent may include conditions.

15.2. When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 7.2 ("The Developer"); or
- (b) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law;
- (c) install a mezzanine or shopfront in accordance with by-law 15; or
- (d) carry out Cosmetic Work.

However, you must comply with by-laws 15.3 ("Procedures before you carry out Building Works") to 15.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

15.3. Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation (unless exempted under by-law 15.2 "When is consent not necessary?" or by-law 15 "Mezzanines and Shopfronts") and Government Agencies;
- (b) find out where service lines and pipes are located;

- (c) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services (unless exempted under by-law 15.2 ("When is consent not necessary?")); and
- (d) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

15.4. Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation;
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier; and
- (d) comply with any conditions of the Owners Corporation attached to its approval.

15.5. Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Property for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access the Property; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Property.

15.6. Not used.

15.7. In addition to and without derogating from the preceding paragraphs of this by-law 15, the Strata Committee may require you to provide, and if it does so you must provide, such additional information as the Strata Committee considers reasonable and relevant in the circumstances including but not limited to:

- (a) the opinion of a structural engineer (reasonably acceptable to the Strata Committee) to the effect that if the Building Works are carried out in a good and workmanlike manner substantially in accordance with the plans, drawings and specifications provided to the Strata Committee, the Building Works will not adversely affect the structural integrity of a building or any part thereof;

- (b) a dilapidation report of the Common Property and each Lot affected or likely to be affected by the Building Works;
- (c) if the Building Works impact on Common Property in a bathroom, kitchen or other wet area:
 - (i) the details of the waterproof membrane or other waterproofing product to be applied to the floor, and, where required, the walls and any other area of the bathroom, kitchen or other wet area;
 - (ii) the details of the product warranty for the waterproof membrane or other waterproofing product (which must not be less than 10 years);
 - (iii) the name, licence number and details of the experience of the contractor who will apply the waterproof membrane or other waterproofing produce; and if a waterproof membrane or other waterproofing product proposed to be used is not acceptable to the Strata Committee (acting reasonably), the Strata Committee may require you to propose a different waterproofing membrane or other waterproofing product;
- (d) a work methods statement prepared by your contractor and evidence of your contractor's compliance with current laws and regulations governing workplace health and safety.

15.8. In addition to and without derogating from the preceding paragraphs of this by-law 15, for the purposes of this by-law 15, the Strata Committee may impose restrictions and obligations on you and your contractors, servants and agents including without limitation:

- (a) a requirement to obtain from the Council any necessary development consent or other necessary approval being relevant for the performance of the Building Works;
- (b) restrictions on parking within the Property by your contractor, any architect, design or other consultant in respect of the Building Works, and their respective employees, servants and agents;
- (c) a requirement as to timing of the Building Works in order to ensure the orderly conduct of the Building Works, and coordination with other Building Works being undertaken in Property;
- (d) restrictions on the manner in which building materials and debris are removed from the building and disposed of or, if any items are to be re-used, stored in the complex; and
- (e) such other restrictions and obligations the Strata Committee considers are reasonable and appropriate having regard to the nature of the Building Works including the necessity for the adoption of an additional by-law in accordance with the Management Act.

15.9. In addition to and without derogating from the preceding paragraphs of this by-law 15, if your proposed Building Works effect a change to Common Property, prior to undertaking the Building Works, in addition to complying with any other

restrictions or obligations imposed by the Strata Committee, you must obtain and provide to the Strata Committee the certificate of currency of the insurance policy or policies of the building contractor carrying out the Building Works which is effected with a reputable insurance company reasonably acceptable to the Strata Committee of the Owners Corporation for:

- (a) contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$20,000,000;
 - (b) any insurance required in respect of the Building Works under Section 92 of the *Home Building Act 1989*, as amended (if required); and
 - (c) workers' compensation in accordance with applicable legislation.
- 15.10.** In addition to and without derogating from the preceding paragraphs of this by-law 15, the approval by the Strata Committee of your proposed Building Works, which must precede the commencement of your proposed Building Works, is subject to compliance by you with your obligations under this by-law 15 (as applicable to your Building Works) and may be subject to the adoption at a general meeting of the Owners Corporation of an additional by-law authorising the proposed Building Works.
- 15.11.** In addition to and without derogating from the preceding paragraphs of this by-law 15, in carrying out the Building Works, you must:
- (a) if the Building Works effect a change to common property, ensure that the Building Works are carried out in a good and workmanlike manner by licensed contractors in compliance with the BCA and relevant Australian standards;
 - (b) ensure that the Building Works are carried out in such a way as to minimise disruption or inconvenience to any Owner or Occupier of any other Lot;
 - (c) ensure that the Building Works are carried out substantially in accordance with the plans, drawings and specifications provided to the Strata Committee prior to construction and, if the approval of the Council is required for the conduct of the Building Works, as approved by the Council;
 - (d) not materially amend or vary the plans, drawings and specifications without the approval in writing of the Strata Committee and, if required, the Council;
 - (e) take reasonable precautions to protect all areas of the building outside your Lot from damage by the Building Works;
 - (f) ensure that all construction materials, equipment, debris and other material associated with the Building Works is transported within Common Property in the manner reasonably directed by the Strata Committee and that no construction materials, equipment, debris and other material associated with the Building Works is deposited on the Common Property or on the pavement outside the building at all unless prior arrangements have been made by you or your contractor with the Strata Committee;

- (g) ensure that all areas of the building outside your Lot which are affected by the Building Works are kept clean and tidy throughout the performance of the Building Works;
 - (h) ensure that, so far as is reasonably practicable, the Building Works are performed wholly within your Lot;
 - (i) ensure that the Building Works are only performed between the hours of 7.30 a.m. and 4.00 p.m. Monday to Friday, 8.00 a.m. to 2.00 p.m. on Saturday and not at all on Sunday or any public holiday or as otherwise directed by the Strata Committee;
 - (j) ensure that no doors or access ways are blocked, or propped open or hindered in any way by your contractor, its employees, servants or agents or by construction materials, equipment, debris and other material associated with the Building Works;
 - (k) ensure that the Building Works do not interfere with or damage the Common Property (other than as is approved in an appropriate by-law) or the property of any other Lot Owner or Occupier;
 - (l) ensure that neither you nor your contractor, its employees, servants or agents uses any of the Owners Corporation's trolleys or garbage bins to store or cart debris, building materials, tools or equipment;
 - (m) ensure that any damage caused by you or your contractor, its employees, servants or agents in the performance of the Building Works is made good within a reasonable period after that damage occurs; and
 - (n) ensure that, subject to any extension of time required by reason of any supervening event or circumstance beyond your reasonable control, the Building Works are completed within three months of their commencement or such longer period of time as the Strata Committee, acting reasonably, permits.
- 15.12.** In addition to and without derogating from the preceding paragraphs of this by-law 15, if the approval of the Council is necessary to carry out the Building Works, on completion of the Building Works you must provide to the Strata Committee the certificate of the Council or other principal certifying authority that the Building Works have been inspected by the Council or principal certifying authority and that the Building Works comply with the conditions of any approval given by the Council.
- 15.13.** In addition to and without derogating from the preceding paragraphs of this by-law 15, on completion of the Building Works, the Strata Committee may, by its representative, inspect the Building Works to ensure that none of the services of the building have been affected by the Building Works and you must permit the Strata Committee's representative access to your lot for that inspection.
- 15.14.** In addition to and without derogating from the preceding paragraphs of this by-law 15, you must comply with the provisions of the Management Act relating to the making of a by-law authorising particular Building Works or the exercise of a special privilege or grant of common property rights.
- 15.15.** In addition to and without derogating from the preceding paragraphs of this by-

- law 15, you are liable for any damage caused to any part of the Common Property or any other Lot as a result of the performance of the Building Works and you must take such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 15.16.** In addition to and without derogating from the preceding paragraphs of this by-law 15, you indemnify the Owners Corporation and each other Owner and Occupier of a Lot in the Property against any loss or damage the Owners Corporation and/or that other Owner or Occupier may suffer as a direct result of the performance of the Building Works. You must pay a bond (of such amount determined by the Strata Committee) to the Owners Corporation as security for the indemnity under this clause. The bond or so much thereof has not been appropriated will be returned on completion of the Building Works provided there has been no loss or damage to the Owners Corporation and/or that other Owners or Occupiers have not suffered as a direct result of the performance of the Building Works.
- 15.17.** In addition to and without derogating from the preceding paragraphs of this by-law 15, you must, at your cost, maintain and keep the fixtures and fittings (including without limitation waterproofing) installed in the course of the Building Works and the Common Property directly affected by the Building Works in a state of good and serviceable repair and you must renew or replace those fixtures and fittings and that affected Common Property when necessary and in the event that you fail to do so, the Owners Corporation may, at your cost:
- (a) carry out all work necessary to maintain, repair or replace the fixtures and fittings installed as part of the Building Works;
 - (b) enter upon any part of your Lot to carry out that work; and
 - (c) recover the costs of carrying out that work from you, and you indemnify the Owners Corporation against any liability flowing from the actions of the Owners Corporation pursuant to this clause.
- 15.18.** In addition to and without derogating from the preceding paragraphs of this by-law 15, you must ensure that all fixtures and fittings installed by you in the course of the Building Works are included on your policy of insurance for the full replacement value thereof.

16. MEZZANINES AND SHOPFRONTS

16.1. Mezzanines

An Owner or Occupier of a Lot may, subject to any necessary approvals being obtained, install a mezzanine level within their Lot, provided that the Owner obtains appropriate certification in relation to the mezzanine works from Council or a private certifier and a copy of that certification is provided to the Owners Corporation as soon as is reasonably practicable. The consent of the Owners Corporation is not required to install a mezzanine provided that all other necessary approvals are obtained.

The Owner or Occupier of a Lot which installs a mezzanine level pursuant to this by-law has the exclusive use and enjoyment of the Common Property to which the mezzanine level is affixed.

The Owner or Occupier of a Lot that installs a mezzanine level in accordance with this by-law is responsible for the maintenance and upkeep of the mezzanine level. The provisions of by-law 2 apply to this by-law.

16.2. Shopfronts

An Owner or Occupier of a Lot may, subject to all necessary approvals being obtained, install a shopfront within their Lot behind the roller door. Shopfronts of Lots must:

- (a) not be offensive; and
- (b) be of high quality materials and good workmanship in keeping with the quality of the Strata Scheme.

The shopfronts do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owners or occupier of the Lot.

The Owner or Occupier of a Lot which installs a shopfront pursuant to this by-law has the exclusive use and enjoyment of the Common Property to which the shopfront is affixed.

The consent of the Owners Corporation is not required to install a shopfront provided that all other necessary approvals are obtained.

The Owner or Occupier of a Lot that installs shopfront in accordance with this by-law is responsible for the maintenance and upkeep of the shopfront. The provisions of by-law 2 apply to this by-law.

17. AGREEMENT WITH THE STRATA BUILDING MANAGER

17.1. Purpose of the agreement

In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with a Strata Building Manager to provide management and operational services for the Property.

17.2. Initial Period

The Owners Corporation may enter into agreements with a Strata Building Manager during the Initial Period. If the Owners Corporation enters into an agreement with a Strata Building Manager during the Initial Period:

- (a) the term of the agreement may be for any period permitted by law including permitted by the Management Act; and
- (b) the remuneration of the Strata Building Manager under the agreement may be for the amount determined by the Owners Corporation (acting reasonably).

17.3. Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a strata Building Manager.

17.4. What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation and a Strata Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the strata Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Strata Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

17.5. Duties of the strata Building Manager

The duties of a Strata Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) arranging for the inspection and certification of plant and equipment as required by the law;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (f) co-ordinating the carrying out of Building Works;
- (g) managing the Security Key system and providing Security Keys according to the by-laws;
- (h) providing services to the Owners Corporation, Owners and Occupiers;
- (i) supervising employees and contractors of the Owners Corporation;
- (j) supervising the Property generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Property including the provision of concierge services.

17.6. Agreements after the Initial Period

The Owners Corporation may, in its own right, enter into an agreement with the Strata Building Manager from the date of the first annual general meeting of the Owners Corporation for a term of up to ten years. The agreements may have provisions about the rights of the Strata Building Manager to assign the agreement. The remuneration for the Strata Building Manager is at the discretion of the Owners Corporation and the parties to the agreement.

18. PROVISION OF AMENITIES OR SERVICES

18.1. ARRANGEMENT FOR PROVISION OF SERVICES

The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or occupiers of one or more of the Lots:

- (a) security services;
- (b) promotional services;
- (c) advertising;
- (d) commercial cleaning;
- (e) domestic services;
- (f) garbage disposal and recycling services;
- (g) electricity, water or gas supply;
- (h) telecommunications services (i.e. cable television);
- (i) forklift services; and
- (j) landscaping.

If the Owners Corporation passes a special resolution as referred to in this by-law to provide an amenity or service to a Lot or to the owner or occupier of a Lot, it must indicate in the special resolution the amount for which, or the conditions on which it will provide the amenity or the service.

18.2 TELECOMMUNICATIONS SERVICES

A cradle point IBR600C Dual SIM 4G Router (multi carriers) and network switch is installed in the MDF – Telecommunications (located on the external wall of Lot 41) where Cat 6 cables from each lot are terminated. This system will provide internet access to the Strata Scheme until access to the National Broadband Network (NBN) is available.

The Owners or Occupiers of a lot in the Strata Scheme may contact the Strata Manager to provide them with contact details of appropriate IT service providers if required.

19. BUILDING MANAGEMENT AND YOU

You must not:

- (a) interfere with or stop the Strata Building Manager or the Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation;
- (b) interfere with or stop the Strata Building Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

20. LICENCES

20.1. Powers of the Owners Corporation

If permitted by law, in addition to its powers under the Management Act, the Owners Corporation has the power to grant licenses to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by special resolution at a general meeting.

20.2. What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of person allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

21. AIR-CONDITIONING

21.1. Air-Conditioning Installation

An owner or occupier of a Lot must not install any air-conditioning infrastructure and equipment on Common Property without the consent of the Owners Corporation. The Owners Corporation may give its consent to the installation of air-conditioning subject to conditions which the owner or occupier must comply with.

21.2. Air-Conditioning Installation without consent

An Owner of an Air-Conditioning Approved Lot (being Lots 47 through to 55, inclusive and Lots 32, 33 and 34) may install an air conditioning compressor unit and associated piping to their lot on the Common Property where provision has been made to accommodate an air conditioning compressor unit and associated piping (being, above the openings to Lots 47 and 48 for Lots 47 through to 55 and adjacent to the external wall of the Shared Facilities for Lots 32, 33 and 34) without the consent of the Owners Corporation. Nothing in this by-law will be construed as waiving the requirement for a Lot Owner or Occupier to comply with other requirements relating to the installation of air-conditioning in their Lot.

The Owner of an Air-Conditioning Approved Lot which installs airconditioning pursuant to this by-law is responsible for the maintenance, upkeep, repair, replacement and renewal of the air conditioning and any associated piping.

22. DAMAGE TO COMMON PROPERTY

22.1. What are your obligations

Subject to the by-laws, you must:

- a. use Common Property equipment only for its intended purpose;
- b. immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- c. compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Property on your behalf.

22.2. When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation before you can:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation;
- (c) use any part of the Common Property for your own purposes (including, but not limited to, use as a garden); or
- (d) interfere with the operation of Common Property equipment.

23. INSURANCE PREMIUMS

23.1. Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

23.2. Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

24. SECURITY AT THE PROPERTY

24.1. Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Property; and
- (b) prevent fires and other hazards.

The Owners Corporation is responsible for the proper maintenance and nurturing of lawns, gardens and plants on Common Property and may engage a contractor for this purpose.

24.2. Installation of security equipment

Subject to this by-law, by addition to its powers under the Management Act, the Owners Corporation has the power to operate and an obligation to repair, replace and renew an electronic security gate (Security Gate) on Common Property at the Burnet and Warren Roads entrance, audio and visual security cameras and other audio and visual surveillance equipment for the security of the Property.

24.3. Restricting access to Common Property

Subject to this by-law, in addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) close off or restrict by use of the Security Gate or Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key or use of the Security Gate your access to parts of the Property where you do not own or occupy a Lot or have a right to use under a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Property. The Owners Corporation may exclude you from using these parts of Common Property; and
- (d) make agreements with another party (e.g. the Building Manager) to exercise its functions under this by-law.

24.4. Providing owners and occupiers with security keys

The Owners Corporation is responsible to provide Security Keys for the Property. The Owners Corporation may charge you a fee or bond if you want extra or replacement Security Keys or for the re-coding of security keys.

24.5. What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) comply with the requirements of the Owners Corporation about security and Security Keys and, in particular, take all reasonable steps not to lose Security Keys; and
- (c) comply with the requirements of the Owners Corporation about leasing your Lot; and
- (d) not interfere with security equipment or do (or allow anyone to do) anything that is prohibited by the Owners Corporation; and

- (e) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

25. RULES

25.1. Powers of the Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to make Rules about the security, control, management, operation, use, enjoyment and appearance of the Property and, in particular, the use of Common Property and the Shared Facilities.

25.2. The Owners Corporation may add to or change the Rules at any time.

25.3. What are your obligations?

You must comply with the Rules.

25.4. What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

26. CONTROL OF HOURS OF OPERATION AND USE OF FACILITIES

26.1. Owners Corporation may make Rules

The Owners Corporation may, by special resolution, make any of the following rules if it considers them appropriate for the control management, administration, use and enjoyment of the Lot or the Lots and Common Property of the Strata Scheme:

- (a) that commercial and business activities may be conducted on a Lot or the Common Property only during certain times;
- (b) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and
- (c) you must comply with any and all rules determined in accordance with this by-law.

26.2. Hours of Use

You may access your Lot using the Common Property at any time, however, you must abide by the hours of use of your Lot stipulated by the Council.

Operations which are not noisy or disruptive may be undertaken by owners and occupiers of Lots between 7.00pm and 6.00am provided such operations do not cause disturbance to the amenity of the Residential Lot.

The Café Lot may determine its hours of operations subject to any requirements of any statutory authorities.

27. HOW ARE CONSENTS GIVEN?

27.1. Who may give consent?

Unless a by-law states otherwise, and subject to the Management Act, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

27.2. Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

27.3. Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

28. FAILURE TO COMPLY WITH BY-LAWS

28.1. Powers of the Owners Corporation

The Powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

28.2. What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

28.3. Procedures

Subject to the Management Act, the Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

28.4. Recovering money

The Owners Corporation may recover any money you owe it:

- (a) under the by-law as a debt; and

- (b) which was incurred by the Owners Corporation in connection with non-compliance of the by-laws as a debt.

29. CORRESPONDENCE, APPLICATIONS AND COMPLAINTS

You must make direct any correspondence, applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

30. SERVICE

In addition to any other lawful method of service, a document may be served on the owner of a lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

31. MISCELLANEOUS

31.1. Reimbursement of Costs, Charges and Expenses

You must pay or reimburse the Owners Corporation on demand for any expenses of the Owners Corporation paid to third parties contracted by the Owners Corporation in connection with the contemplated or actual enforcement or preservation of any rights under these by-laws in relation to you.

The costs, charges and expenses uncured under this by-law include, without limitation, legal and other expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

31.2. Owners Corporation not liable for damages

The Owners Corporation is not liable for damages to or loss of property or injury to any person in or near the Common Property due to any cause other than the negligence or fraud of the Owners Corporation or an employee or agent of the Owners Corporation.

31.3. Interest on Overdue Money

- (a) An owner or occupier of a Lot must pay the Owners Corporation interest on any amount that is due for payment and remains unpaid from and including the date it is due for payment.
- (b) During the period that the amount under by law 31.3(a) remains unpaid, either on demand or at times notified by the Owners Corporation, interest will be calculated on daily balances at the rate equal to the rate stated in the Management Act or the regulations to the Management Act, and in the event that the Management Act is amended or repealed to the extent that no interest provision is ascertainable than the rate equal to two per centum (2%) per annum above the rate quoted from time to time by the Owners Corporation banker (as nominated by the Owners Corporation) on overdraft in excess of \$100,000.00.
- (c) Interest which is not due for payment may be capitalised by the Owners Corporation at monthly intervals and interest is payable on capitalised interest at the rate and in the manner referred to in by-law 31.3(b) above.

- (d) Nothing in this by-law 31.3 prevents the Owners Corporation from recovering any amount exceeding the interest calculated under this by-law as a consequence of any amount not being paid when due.

31.4. Notices to be Observed

You must comply with the terms of any notice made on Common Property or by the Owners Corporation, a service provider, the Strata Manager or any other relevant authority.

31.5. Certificate

A certificate signed by the Owners Corporation or the Strata Manager, or their secretary of the Owners Corporation about a matter or sum payable to the Owners Corporation in connection with these by-laws or the Management Act is prima facie evidence of the amount or any other factual matter stated in it.

32. DEVELOPER

For so long as the developer is the owner of a lot, any by-law for the specific benefit of the developer cannot be repealed or changed without the written consent of the developer.

33. EXCLUSIVE USE AREAS FOR CAFÉ LOT

Part 1

Preamble

33.1.1 This by-law is a Common Property Rights by-law.

33.1.2 Its principal purpose is to confer on the Owner of the Café Lot in the Strata Scheme a right of exclusive use and enjoyment of and a special privilege of specified parts of the Common Property for car spaces, signage and storage of gas cylinders.

33.1.3 This by-law imposes obligations of proper maintenance and repair on the Owner of the Café Lot in respect of this parts of the Common property in accordance with Section 144(1)(b) of the Management Act.

Part 2

Conferral of Right

33.1.4 Despite anything contained in any by-law applicable to the Strata Scheme, the Owner of the Café Lot has:

(a) a right of exclusive use and enjoyment of those parts of the Common Property, being the Exclusive Use Areas; and

(b) the special privilege to use the Exclusive Use Areas for the Permitted Use subject to the terms and conditions contained in Part 4 of this by-law.

33.1.5 If there is any inconsistency between this by-law and any other by-law in force for the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

Part 3

Definitions

33.1.6 In this by-law, unless the context otherwise requires or permits:

(a) **Authority** means any government, semi-government, statutory, public or other authority having jurisdiction over the Lot.

(b) **Café Lot Owner** means the Owner of the Café Lot.

(c) **Car Park Plan** means the plan showing the part of the Exclusive Use Areas to be used for the purposes of customer car parking by the Owner of the Café Lot annexed to these by-laws on Sheet 41.

(d) **Exclusive Use Areas** means the Common Property car spaces as shown on the Car Park Plan having the boundary of the inner dimensions of the lines indicated on the Car Park Plan, the Common Property area shown on the Signage Plan allocated for use for a sign for the Café Lot Owner and the area on the plinth of the cannon allocated for the storage of 2 gas cylinders.

(e) **Permitted Use** means the use of the Exclusive Use Areas for the purpose of:

(i) for the car spaces shown in the Car Park Plan, allowing customers to park a motor vehicle only in the car spaces;

(ii) for the space allocated on the plinth of the cannon, for the storage of 2 large gas cylinders; and

(iii) for the area shown on the Signage Plan, for the erection, installation of a sign by the Café Lot Owner.

(f) **Signage Plan** means the plan showing the part of the Exclusive Use Areas to be used for the signage of the Café Lot Owner annexed to these by-laws on sheet 42.

All other terms have the same meaning as shown in the by-law 34 Definitions.

Part 4

Conditions

33.1.7 The Owner of the Café Lot must:

- (a) only use the Exclusive Use Areas for the Permitted Use;
- (b) not carry out, or allow any person to carry out, any alterations, or additions or do any works (including any mechanical repairs) in the Exclusive Use Areas (other than those approved under these by-laws);
- (c) obtain the approval of the Owners Corporation if the use of the Exclusive Use Areas is to be changed;
- (d) keep the Exclusive Use Areas clean, tidy and in a well-ordered condition at all times;
- (e) properly maintain and upkeep the Exclusive Use Areas in a state of good and serviceable repair including, but not limited to, cleaning any oil and grease stains;
- (f) use reasonable endeavours to cause as little disruption as possible when using, or allowing others, to use the Exclusive Use Areas;
- (g) remain liable for any damage to Lot or Common Property arising out of the use of the Exclusive Use Areas and make good that damage immediately after it has occurred;
- (h) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Areas;
- (i) allow the Owners Corporation (its servants or agents) and any statutory authority access to the Exclusive Use Areas for the purposes of carrying out repair or maintenance of the Common Property or certification or registration of common property plant and equipment that adjoins the Exclusive Use Areas; and
- (j) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Permitted Use of the Exclusive Use Areas, including any liability in respect of the Lot Owner or Occupier.

Specifically, in relation to the exclusive Use Area shown on the Signage Plan:

- (a) only use the designated Exclusive Use Area for the sign;
- (b) properly maintain and upkeep any sign installed pursuant to this by-law along with any alterations or additions in a state of good and serviceable repair;

- (c) properly maintain those parts of the Common Property that represent a point of contact between the sign and the Common Property;
- (d) ensure that any sign installed pursuant to this by-law is of high quality in keeping with the nature of the Strata Scheme;
- (e) use reasonable endeavours to minimise disruption or inconvenience to Owners or Occupiers of any Lot within the Strata Scheme when installing a sign pursuant to this by-law;
- (f) remain liable for any damage to the Common Property arising out of the Exclusive Use Area shown on the Signage Plan (including the installation, attaching, erection of any sign and the maintenance of any sign) and make good any damage immediately after it has occurred;
- (g) comply with all directions, orders and requirements of any statutory authorities relating to the use of the Exclusive Use Area and any sign erected, attached or installed thereon (including, but not limited to, obtaining approval and consent to install the sign from Council as well as complying with the BCA and any relevant Australian Standards;
- (h) indemnify and keep indemnified, the Owners Corporation, against any cost or losses arising out the use of the Exclusive Use Area shown on the Signage Plan including any liability in respect of the property of the Owner or Occupier of the Café Lot;
- (i) when removing any sign, must restore the Common Property to the original condition prior to the sign being attached or installed; and
- (j) not install any sign that is offensive or sexually suggestive in nature as determined and approved by the Owners Corporation.

The provisions of by-law 2 apply to this by-law.

The Owners Corporation will not be liable for any damage to any property kept within the Exclusive Use Areas.

33.1.8 If the Café Lot Owner or Occupier does not comply with any obligation under this by-law, then the Owners Corporation may:

- (a) serve a written notice on the Café Lot Owner requiring the Café Lot Owner to comply with the by-law;
- (b) carry out all work necessary to perform that obligation and enter upon the Exclusive Use Areas to carry out that work; and
- (c) recover the costs incurred by the Owners Corporation in carrying out that obligation from the defaulting Café Lot Owner.

34. GREASE ARRESTOR

The Owner of the Café Lot may, subject to any necessary approvals being obtained, install a Grease Arrestor beside the wall of Lot 49. The consent of the Owners Corporation is not required to install a Grease Arrestor pursuant to this by-law.

The Owner of the Café Lot has the exclusive use and enjoyment of the Grease Arrestor installed on the Common Property pursuant to this by-law.

The Owner of the Café Lot is responsible for the maintenance of and keeping the Grease Arrestor in a state of good and serviceable repair.

The provisions of by-law 2 apply to this by-law.

35. DEFINITIONS

These meanings, in any form, apply unless the contrary intention appears:

BCA means the Building Code of Australia.

Bin Storage Area means the bin storage area(s) located on the Common Property forming part of the Strata Scheme from time to time.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot, Common Property walls including windows and doors in those walls;
- (b) the structure of your Lot;
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot);
- (d) Common Property services; or
- (e) services in the Property, whether or not they are for the exclusive use of your Lot.

Building Works include Minor Renovations. Building Works excludes Cosmetic Work.

Café Lot means Lots 47, 48 and 49.

Common Bathrooms means the common male, female and disabled toilets, showers and change-rooms located between Lot 34 and Lot 35 within the Strata Scheme intended for the use of owners and occupiers of Lots.

Common Property means common property (as that term is defined in the Development Act) in the Units and personal property of the Owners Corporation.

Common Property Rights By-Law means by-laws granting Owners exclusive use and enjoyment of and special privileges in respect of Common Property according to Division 3 Part 7 of the Management Act.

Cosmetic Work has the same meaning as it does in the Management Act.

Council means Central Coast Council or such other local government having jurisdiction over the Units from time to time.

Developer means **S I T E PTY LIMITED ACN 003 387 7000**.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Easements mean an easement, positive covenant or restriction on use affecting the Units (including any Lot or Common Property) in effect from time to time.

External Appearance means the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or the Common Property.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Lots. See by-law 16 about making alterations to or removing Inter-Tenancy Walls.

Loading Bay Areas means the areas on the Common Property designated as loading bay areas as indicated on the Loading Bay Plan annexed to these by-laws on sheet 43.

Loading Bay Plan means the plan showing the location of the Loading Bar Area

Lot means a lot in the Property.

Management Act means the *Strata Schemes Management Act 2015* (NSW).

Minor Renovations has the same meaning as it does in the Management Act.

Occupier means the occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or re-subdivided, the owners for the time being of new Lots; and
- (c) for a Common Property Rights By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means the owners corporation for the Property created on registration of the Strata Plan.

Property means the strata scheme created on registration of the Strata Plan and known as "Cubbyhole Warnervale", 2 Warren Street, Warnervale.

Residential Lot means Lot 34.

Rules mean Rules made by the Owners Corporation according to by-law 25 ("Rules").

Shared Amenities means the communal male, female and accessible bathrooms.

Security Keys means a key, magnetic card or other device or information used in the Property to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 24 ("Security at the Property") for more information.

Strata Building Manager means the strata building manager appointed by the Owners Corporation according to by-law 17 ("Agreement with strata Building Manager").

Strata Committee means the strata committee of the Owners Corporation.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means the strata plan registered with these by-laws.

Strata Scheme means the strata scheme created on registration of the Strata Plan.

Traffic Management Plan means the Turning Diagram dated August 2017 prepared by D Hunt & Associates and the letter of B J Bradley of B J Bradley & Associates dated 28 August 2018 annexed to these by-laws on sheets 44 to 47.

Unit means a unit in the Property.

Visitors means the invitees, guests, servants, employees, agents, children and licensees of any owner or occupier of a Lot.

Wash Area means the common wash area located within the Strata Scheme intended for the use of owners and occupiers of Lots.

Waste Management Plan means the plan for waste management, recycling, storage and removal at and from the Property, if any, approved by the Council.

Wet Bar means the stainless steel sink equipped with access to hot and cold water located on common property for the use of all lot owners and occupiers.

36. INTERPRETATION

36.1. Reference to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word "you" means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Property; and
- (d) **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

36.2. Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

36.3. Severability

If the whole of any part of a provision in the by-laws is void, unenforceable or illegal, then the provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

36.4. Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise). All consents of the Owners Corporation and the Strata Committee must be in writing.

36.5. Drafting

Nothing in these by-laws will be interpreted adversely to a person only because that person was responsible for drafting of these by-laws or a particular by-law.

36.6. Remedies cumulative

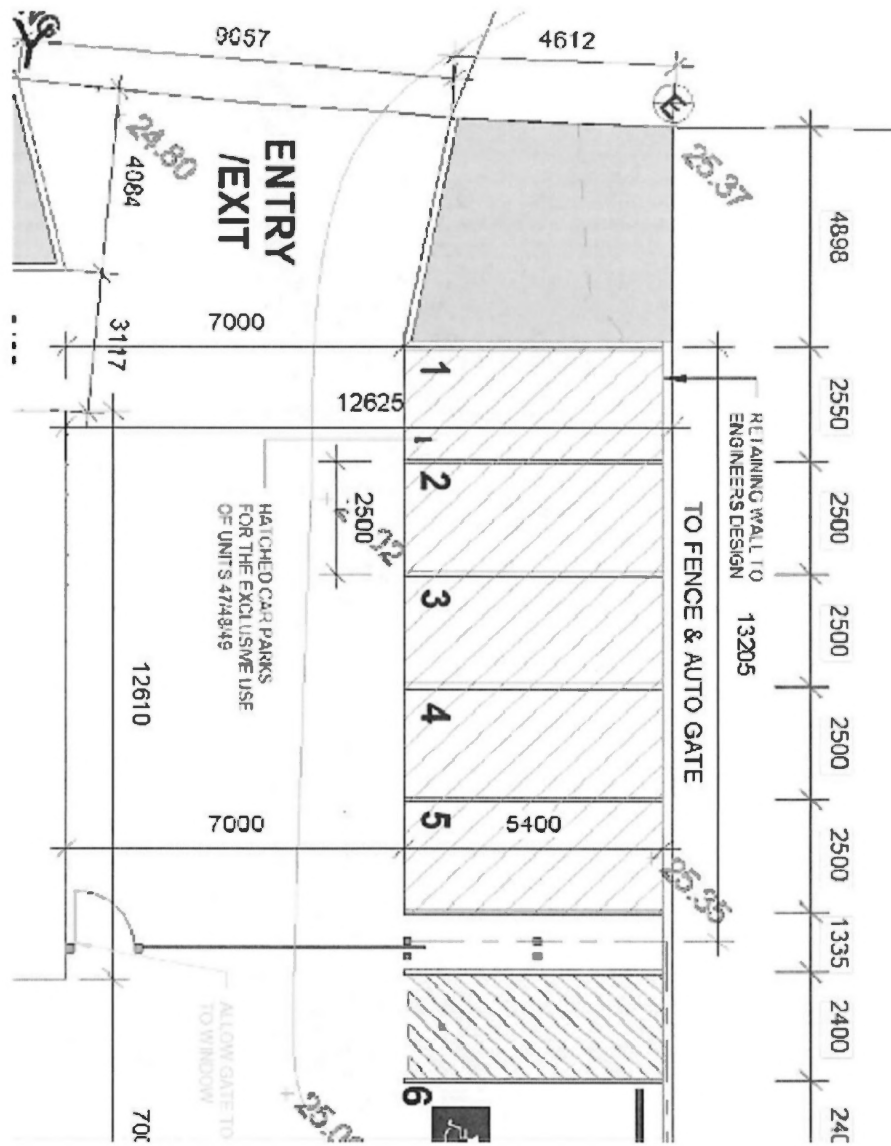
The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

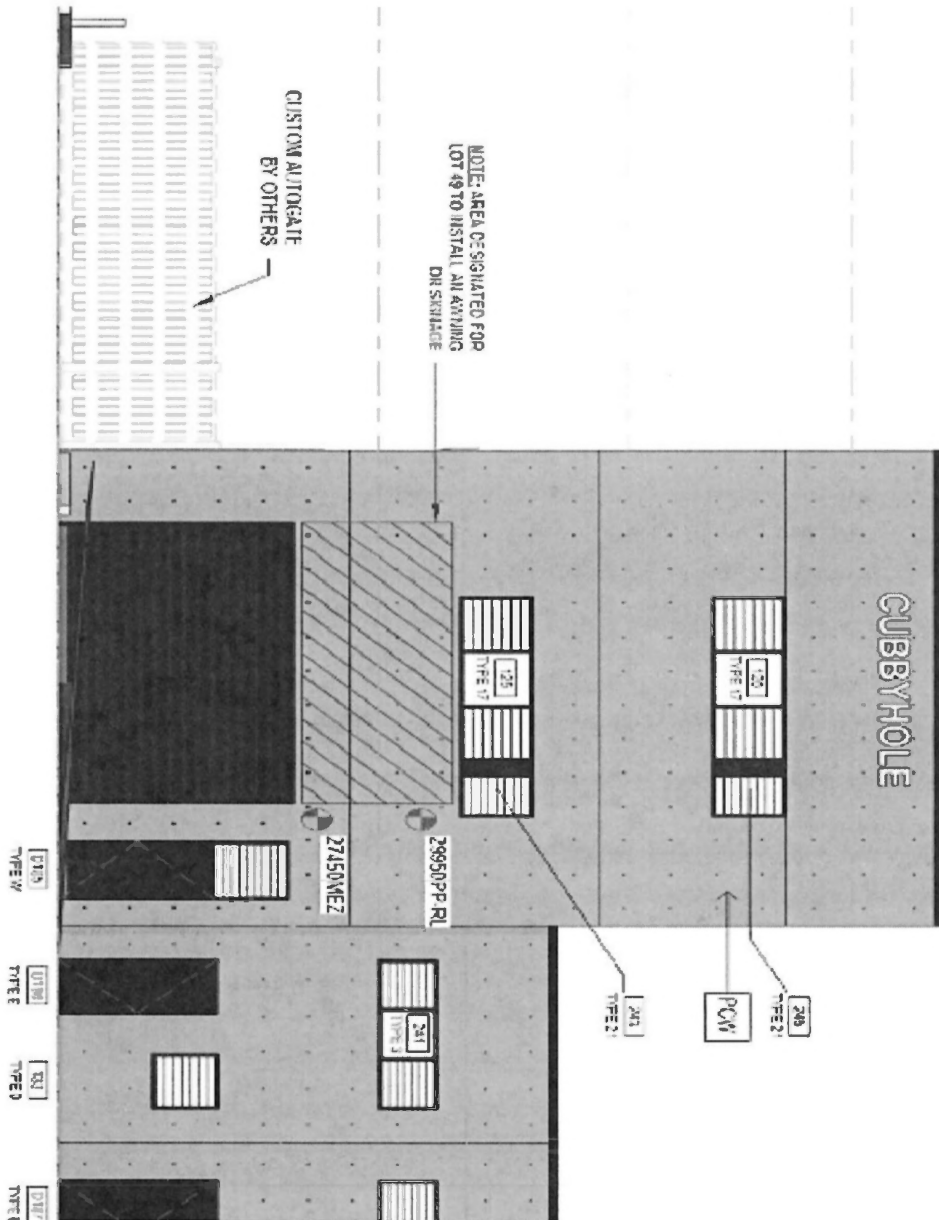
36.7. Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

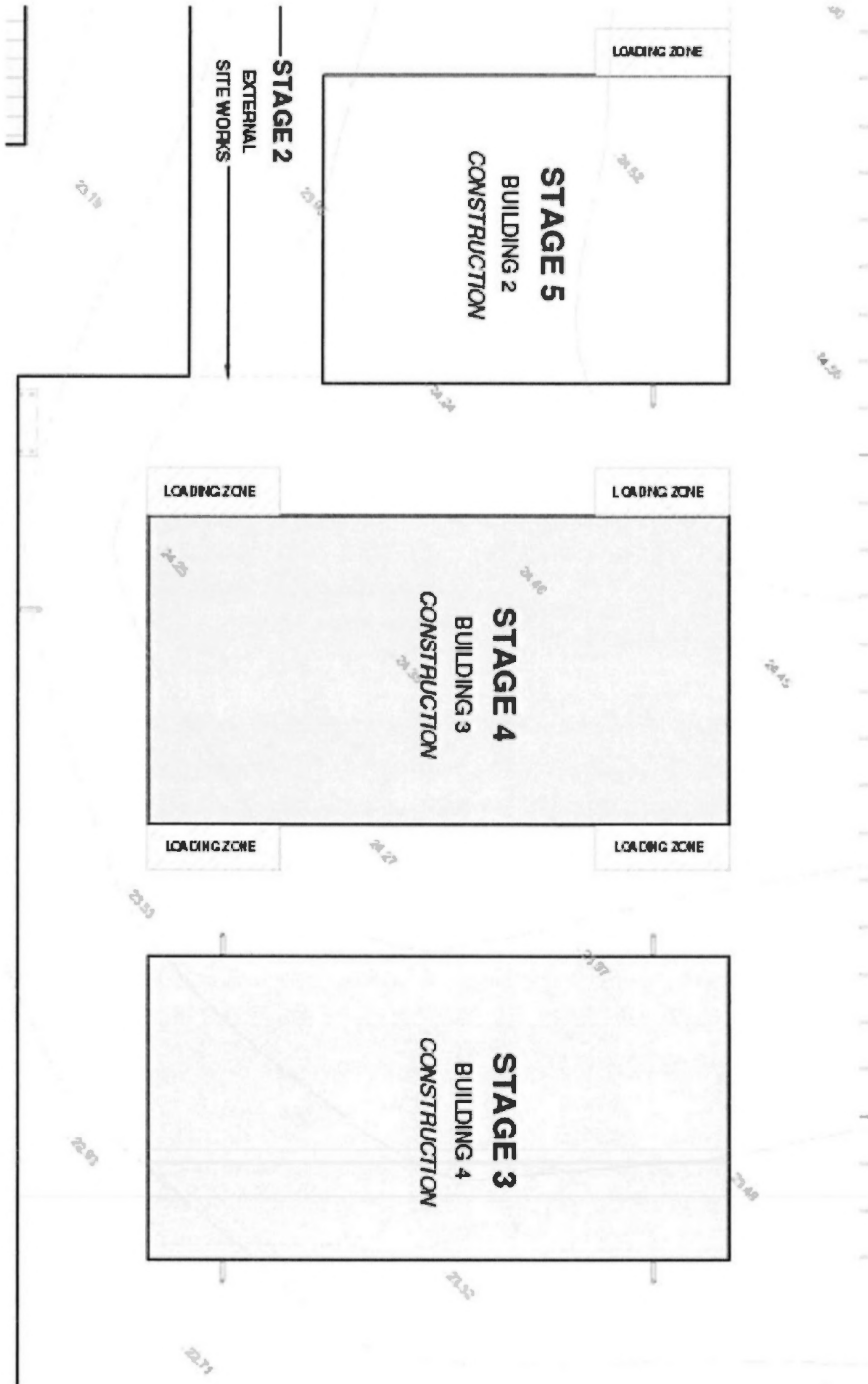
36.8. Permit or suffer

If under these by-laws a person is prohibited from doing any particular thing they must not permit or suffer any other person to do the particular thing which has been prohibited.





LOADING BAY PLAN



The General Manager
Central Coast Council
2 Hely Street
WYONG NSW 2259

Attention: Shannon Butler

**Re: DA/1000/2017. Light Industry (Cubbyhole development), Lot
10 DP 1225433 - 2 Warren Road, Warnervale, NSW 2259**

Dear Sir

I refer to Council's Notice of Determination dated 5 December 2017 for the subject Development Application.
I have been engaged to provide expert review of compliance with Conditions of Consent 14 and 15.

My Qualifications are:

BACHELOR OF ENGINEERING (CIVIL) 1971
UNIVERSITY OF NEWCASTLE

SHORT COURSE IN TRANSPORT PLANNING (3 months) - 1979

GRADUATE DIPLOMA IN MANAGEMENT – 1993

I have operated B J Bradley & Associates since April 1993, specialising in Traffic matters.

Council's Conditions of Consent 14 and 15 relate to:

Vehicle Access and Parking - Design Requirements:

- The submission to the Accredited Certifier of a detailed car parking and internal access design.
- The submission to the accredited certifier from a suitably qualified consultant of a traffic management plan for the site.
- The submission to the accredited certifier from a suitably qualified consultant of a traffic management plan for the site.

Drawings Reviewed:

Civil drawings: 17-2624-01 (Revision O) dated 03/07/18, by D Hunt & Associates (6 drawings),

and;

Architectural drawings: 16.17.60 dated June 2017, by Moore Architects (9 drawings)

Compliance Statement

I have reviewed the above drawings and confirm that the requirements of Council's Conditions of Consent 14 and 15 have been satisfied and are in compliance with the following standards:

AS/NZS 2890.1 - 2004; Parking facilities, Part 1: Off-street parking AS 2890.2 - 2002; Parking facilities, Part 2: Off-street commercial Vehicle facilities
AS/NZS 2890.6 - 2009; Parking facilities, Part 6: Off-street parking for people with disabilities

Omissions from Drawings

The following details requested on Council's Conditions of Consent have been not been shown on the drawings:

- Wheel stops for parking spaces numbered 1 -30 and 47-56 are not included, as requested in Condition 14.

Comment: Wheel stops are not obligatory in Clause 2.4.5.4 of AS/NZS 2890.1 - 2004.

This development is only accessible to people who utilise the various sheds via coded gate access and is not open to the general public. Drivers accessing the units will do so randomly and will be well aware of the potential for hitting retaining walls or fences within the site.

In my opinion, the requested wheel stops are unnecessary for this development.

- Two (2) pavement arrows are not shown on the Warren Road access on Civil drawing C01.

Comment: This omission appears to be an oversight and these arrows should be added to the drawing and provided on-site.

- Pedestrian desire lines are not included on the drawings as requested in Condition 15.

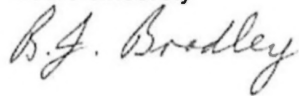
Comment: People accessing their individual units will park as close to their units as possible during each visit. Their actual parking location may vary from time-to-time depending on other parking space occupation.

Developments such as this generate quite low traffic volumes and parking demand and it is likely that most drivers will usually park close to their own unit.

Pedestrian desire lines would be between the car space occupied and their unit.

In my opinion, it is unnecessary and impractical to portray pedestrian desire lines on drawings for this development.

Yours sincerely

A handwritten signature in cursive script that reads "B.J. Bradley".

B J Bradley BE (Civil) Grad Dip Man MIE Aust

Form: 15CH
Release: 2.3

**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/SP100234	
--	--

(B) **LODGED BY**

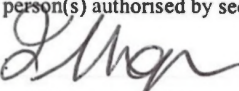
Document Collection Box	Name	Suzanne Bancroft	CODE CH
	Company	Kerin Benson Lawyers	
	Address	591 Glebe Road Adamstown NSW 2289	
	E-mail	suzanne@kerinbensonlawyers.com.au Contact Number (02) 4032 7990	
	Customer Account Number (IF APPLICABLE) Reference	004698	

- (C) The Owner-Strata Plan No. 100234 certify that a special resolution was passed on 14/12/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. 10, 12, 13
Added by-law No. 10
Amended by-law No. NOT APPLICABLE
as fully set out below :

Annexure A

Added By-law 10 as set out on pages 11 to 12

- (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. 100234 was affixed on 9/2/2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: ELIZABETH MORGAN
Authority: STRATA MANAGER.

Signature :

Name :

Authority :



Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 100234 was affixed on ^.....9/2/2022.....
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

Signature: *[Handwritten Signature]*.....

Name: ELIZABETH MORGAN

Authority: STRATA MANAGER



Signature:

Name:

Authority:

^ Insert appropriate date * Strike through if inapplicable.



Link Legal & Conveyancing
374 Main Rd
NORAVILLE NSW 2263

SECTION 10.7(2) PLANNING CERTIFICATE

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

Fee Paid: \$67.00

Receipt No:

Receipt Date: 1 May 2024

Property Address: 94/2 Warren Road, WARNERVALE NSW 2259

Property Description: Lot 94 SP 104192

Property Owner: Mr L Feros

Certificate No: 73817

Reference No: JB:245217:277257

Date of Issue: 01-May-2024

The information contained within this certificate relates to the land.



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

Gosford Office: 91-99 Mann Street, Gosford

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

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

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
----------	---

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021
Proposed State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
----------	--

(a) Identity of the Zone

Lot 94 SP 104192
E4 General Industrial

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

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

(c) Whether additional permitted uses apply to the land

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

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

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

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

No

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

No

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

None

3	CONTRIBUTION PLANS
----------	---------------------------

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

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

The land is subject to Warnervale District Development Contributions Plan.

4	COMPLYING DEVELOPMENT
----------	------------------------------

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

HOUSING CODE

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

RURAL HOUSING CODE

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

LOW RISE HOUSING DIVERSITY CODE

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

GREENFIELD HOUSING CODE

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

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

INDUSTRIAL AND BUSINESS BUILDINGS CODE

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

CONTAINER RECYCLING FACILITIES CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

FIRE SAFETY CODE

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

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

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

5	EXEMPT DEVELOPMENT
----------	---------------------------

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

GENERAL EXEMPT DEVELOPMENT CODE

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

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

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

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

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

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)
----------	--

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

No

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

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

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

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

7	LAND RESERVED FOR ACQUISITION
----------	--------------------------------------

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

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
----------	---

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

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

(b) ENVIRONMENTAL PLANNING INSTRUMENT

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

(c) COUNCIL RESOLUTIONS

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

9	FLOOD RELATED DEVELOPMENT CONTROLS
----------	---

(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10

COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

In this section—

adopted policy means a policy adopted—

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

11

BUSH FIRE PRONE LAND

The information currently available to Council indicates that **all** of the land is bush fire prone land (as defined in the Act).

12

LOOSE-FILL ASBESTOS INSULATION

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

13

MINE SUBSIDENCE

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

14

PAPER SUBDIVISION INFORMATION

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

Nil

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

Not applicable

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

15	PROPERTY VEGETATION PLANS
-----------	----------------------------------

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

16	BIODIVERSITY STEWARDSHIP SITES
-----------	---------------------------------------

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

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

17	BIODIVERSITY CERTIFIED LAND
-----------	------------------------------------

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

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

18	ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006
-----------	--

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

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

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

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

Note—

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

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

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

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

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

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

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No

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

No

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

No

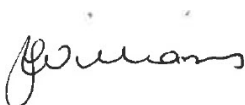
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

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

No

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



Christina Williams
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone E4 General Industrial Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- To ensure that retail, commercial or service land uses in industrial areas are of an ancillary nature.
- To support and protect industrial land for industrial uses.

2 Permitted without consent

Recreation areas

3 Permitted with consent

Depots; Food and drink premises; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Heavy industrial storage establishments; Heavy industries; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Hospitals; Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Public administration buildings; Residential accommodation; Tourist and visitor accommodation; Water recreation structures



ABN 73 149 644 003
1 May 2024

Link Legal & Conveyancing
374 Main Rd
NORAVILLE NSW 2263

Dear Sir/Madam

Property: Lot 94 SP 104192
94/2 Warren Road, WARNERVALE NSW 2259
Your Reference: JB:245217:277257

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

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

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

Yours faithfully

A handwritten signature in blue ink, consisting of the letters "MW" followed by a horizontal line.

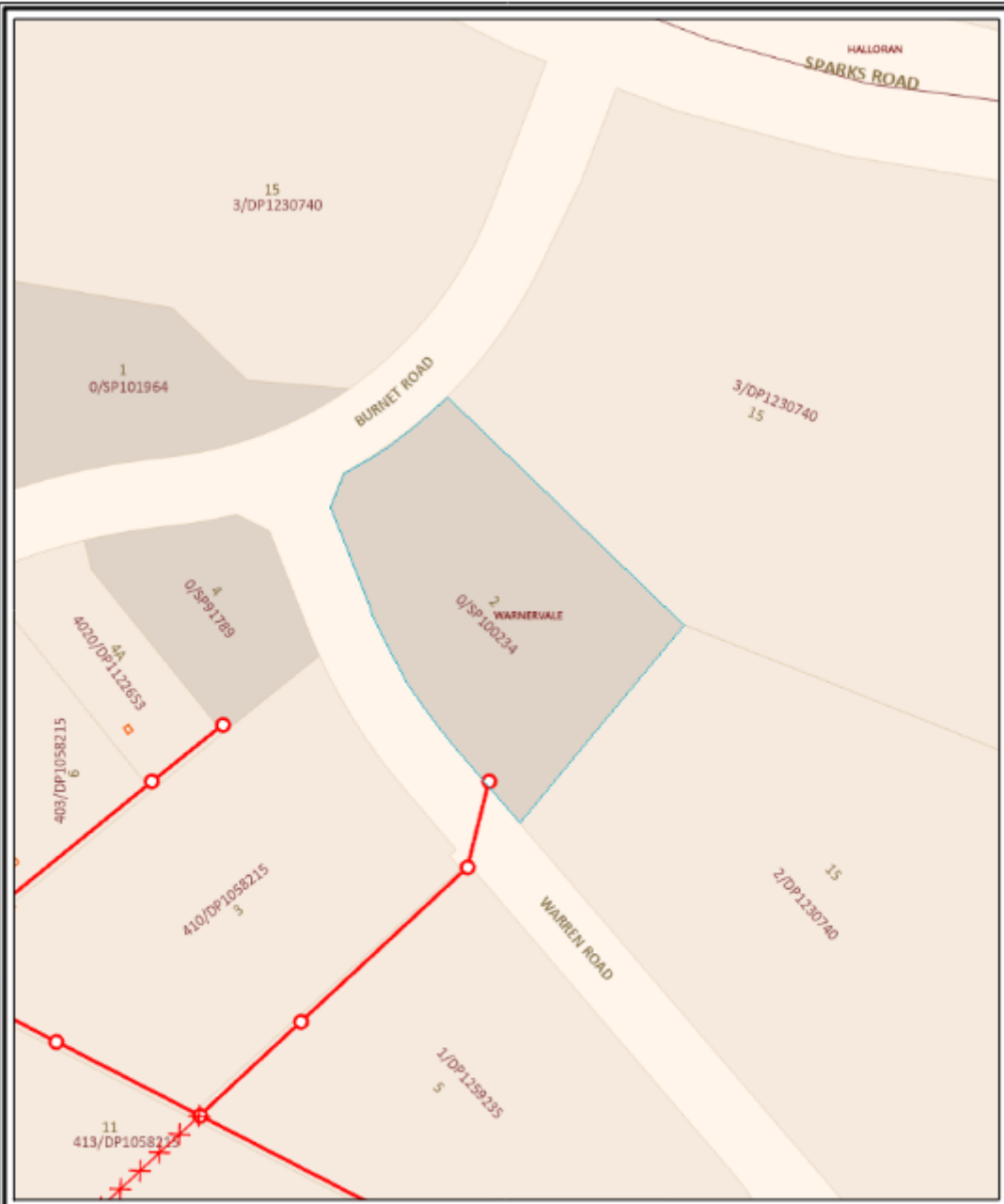
M Walsh
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900
Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

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



Warning Note for Underground Plant Locations

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

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



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

Issue Date: 01/05/2024

Legend

- Access Chamber
- Dead End
- Lamp Post
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Retention Main
- Trunk Main
- Retention Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not In Use
- Applicant's land



ABN 73 149 644 003

Your Ref: JB:245217:277257

2 May 2024

Link Legal & Conveyancing
374 Main Rd
NORAVILLE NSW 2263

Dear Sir/Madam

94/2 Warren Road, WARNERVALE NSW 2259
Lot 94 SP 104192

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

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

Yours faithfully

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

M Walsh
Signed on Behalf of Central Coast Council

Attachment:



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

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

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

94/2 Warren Road, WARNERVALE NSW 2259
 Lot 94 SP 104192

