

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|---|---|
| vendor's agent | First National Real Estate Coastside Shellharbour Unit 18, 23 Addison Street, Shellharbour NSW 2529 Email: admin@coastsidefn.com.au, sales@coastsidefn.com.au | Phone: 02 4295 5033 |
| co-agent | | |
| vendor | Claudio Enrique Morales 109 Vermont Road, Warrawong NSW 2502 | |
| vendor's solicitor | Conveyancing Choice Illawarra 176 Princes Highway, Dapto NSW 2530 PO Box 613, Dapto NSW 2530 Email: angela@conveyancingchoice.com.au | Phone: 02 4261 4462 Ref: Angela McMinn |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | Apartment 6, 23 Addison Street, Shellharbour NSW 2529 Lot 10 in Strata Plan 100560 Folio Identifier 10/SP100560 | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace (2) <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

| A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property. | | | | |
|--|--|--|---|--|
| inclusions | <input checked="" type="checkbox"/> air conditioning | <input type="checkbox"/> clothes line | <input checked="" type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood |
| | <input type="checkbox"/> blinds | <input type="checkbox"/> curtains | <input type="checkbox"/> insect screens | <input type="checkbox"/> solar panels |
| | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove |
| | <input type="checkbox"/> ceiling fans | <input type="checkbox"/> EV charger | <input type="checkbox"/> pool equipment | <input type="checkbox"/> TV antenna |
| | <input checked="" type="checkbox"/> other: washing machine, dryer, microwave | | | |
| 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>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ 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>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p> |

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

NO yes

(if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|--|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document 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 checked="" 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 checked="" type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" 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 off-the-plan contract |
| <p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover | <p>Other</p> <input type="checkbox"/> 60 |
| <p>Swimming Pools Act 1992</p> <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

Integrity Strata
 Suite 5-6, 324 Crown Street, Wollongong NSW 2500
 Email: enquiries@integritystrata.com
 Tel: 02 4229 4699 1300 154 797

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:

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| <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> |
|---|--|

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)

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| 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> ; |

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 6, 23 ADDISON ST SHELLHARBOUR NSW 2229

SPECIAL CONDITIONS

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

BETWEEN **Claudio Enrique Morales** of 109 Vermont Road, Warrawong NSW 2502
(Vendor)

AND of (Purchaser)

1. Amendments to Standard Contract

The form of Contract annexed is amended as follows:-

- (a) In Clause 7.1.1, delete "5%" and replace with "\$1.00."
- (b) Printed Clause 18 is amended by adding the following:

Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. In the event that the vendor becomes entitled to serve a notice to complete, the purchaser agrees at completion to pay to the vendor in addition to all other monies due under this contract, the sum of \$330.00 (GST inclusive) to compensate the vendor for additional legal costs involved in serving the notice to complete and the purchaser acknowledges this to be a reasonable sum.

3. Death or incapacity

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

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
-

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

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

5. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

6. Agent

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

7. Electronic execution and consents under the Electronic Transactions Act 2000 (NSW)

The parties acknowledge and consent that:-

- (a) they have given their prior consent as required by the Electronic Transactions Act 2000 (NSW) to receiving electronic communications by way of facsimile or email;
 - (b) they have, before signing the Contract, reviewed and confirmed the Contract terms and in a viewing resolution adjusted to enable all words in the prescribed notices of the printed conditions to be displayed in at least 14 point font;
 - (c) this Contract may be executed by the parties in any number of counterparts, including counterparts executed by email transmission, facsimile transmission or digital signing software as set out in the Electronic Transactions Act 2000;
-

-
- (d) that the counterparts may be exchanged via electronic means, provided that each party forward a complete executed copy of the Contract to the other both for and to complete the exchange as is usually customary for a paper form of Contract;
 - (e) once exchanged and dated, the parties agree that the counterparts constitute one and the same instrument, which the parties agree to accept as originals and the requirement to exchange paper copies of the counterparts is dispensed with;
 - (f) neither party can make any claim, objection, requisition, delay completion, rescind or terminate this Contract for Sale due to the provisions of this clause.
-



FOLIO: 10/SP100560

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|------------|
| 25/7/2024 | 4:03 PM | 2 | 13/12/2019 |

LAND

LOT 10 IN STRATA PLAN 100560
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

CLAUDIO ENRIQUE MORALES (T AP768639)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100560
- 2 AP768640 MORTGAGE TO CREDIT UNION AUSTRALIA LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP100560

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 30/7/2024 | 11:19 AM | 4 | 16/3/2022 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100560
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SP100560

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100560
ADDRESS FOR SERVICE OF DOCUMENTS:
INTEGRITY STRATA,
SUITE 5, 324 CROWN STREET
WOLLONGONG, NSW, 2500

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1234034 EASEMENT FOR FUTURE SERVICES 5.37 METRE(S) WIDE
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 DP1234034 RIGHT OF ACCESS 5.37 METRE(S) WIDE (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 4 DP1257860 EASEMENT FOR INDOOR SUBSTATION 5.7 METRE(S) WIDE
LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 5 DP1257860 RIGHT OF ACCESS REFERRED TO AND NUMBERED (3) IN THE
S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 6 DP1257860 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1257861 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AR123469 INITIAL PERIOD EXPIRED
- 9 AR961676 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP100560

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100560

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 1 | - 428 | 2 | - 362 | 3 | - 275 | 4 | - 469 |
| 5 | - 453 | 6 | - 389 | 7 | - 515 | 8 | - 549 |
| 9 | - 552 | 10 | - 366 | 11 | - 481 | 12 | - 400 |
| 13 | - 526 | 14 | - 561 | 15 | - 563 | 16 | - 375 |
| 17 | - 556 | 18 | - 606 | 19 | - 595 | 20 | - 595 |
| 21 | - 384 | | | | | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2024/0021

PRINTED ON 30/7/2024

* 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.

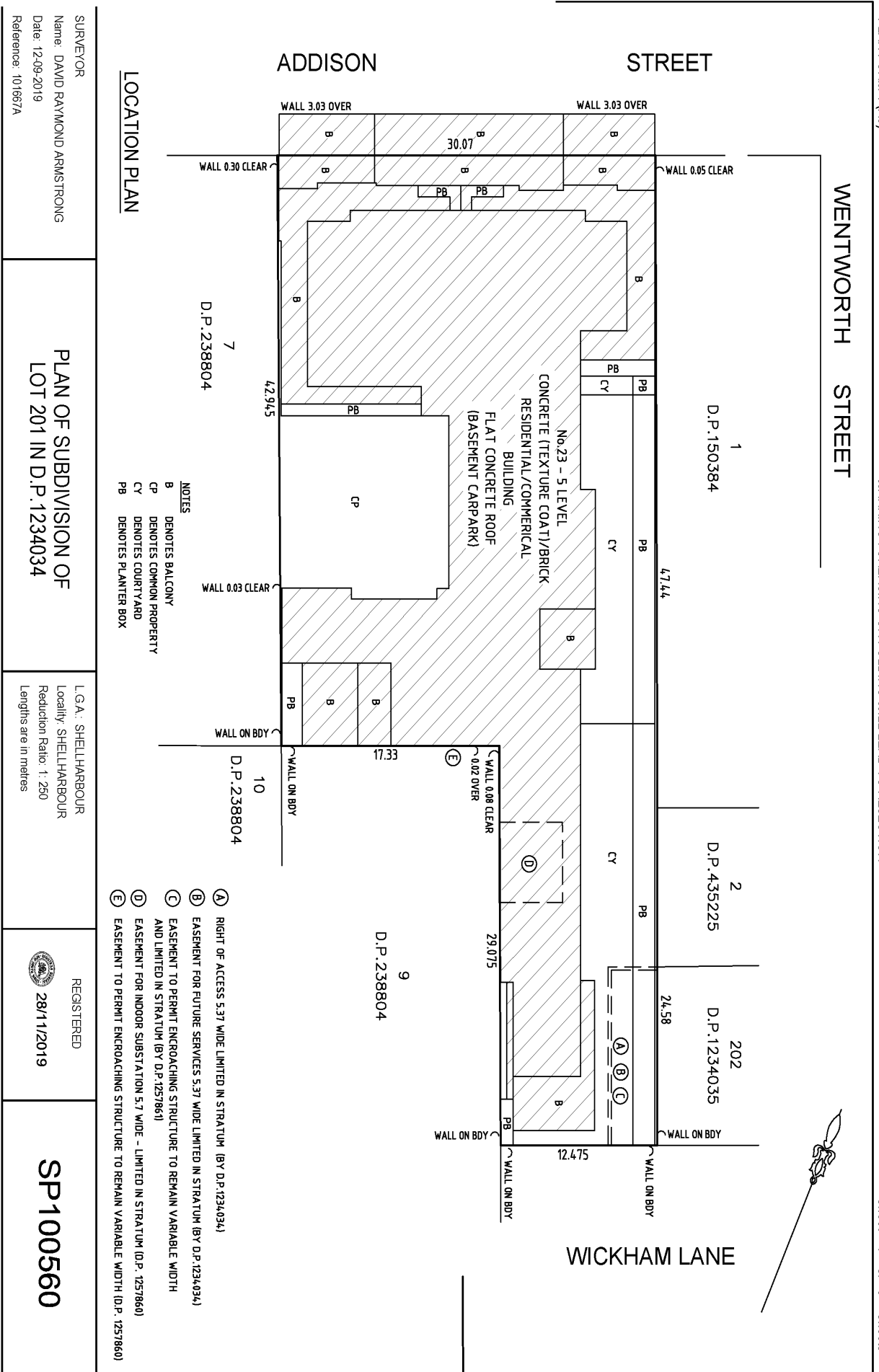
PLAN FORM 1 (A3)

SP100560

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 1 of 6 Sheets



LOCATION PLAN

- NOTES**
- (A) RIGHT OF ACCESS 5.37 WIDE LIMITED IN STRATUM (BY D.P.1234034)
 - (B) EASEMENT FOR FUTURE SERVICES 5.37 WIDE LIMITED IN STRATUM (BY D.P.1234034)
 - (C) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH AND LIMITED IN STRATUM (BY D.P.1257861)
 - (D) EASEMENT FOR INDOOR SUBSTATION 5.7 WIDE - LIMITED IN STRATUM (D.P. 1257860)
 - (E) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH (D.P. 1257860)

SURVEYOR
 Name: DAVID RAYMOND ARMSTRONG
 Date: 12/09/2019
 Reference: 101667A

PLAN OF SUBDIVISION OF LOT 201 IN D.P. 1234034

L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1: 250
 Lengths are in metres

REGISTERED
 28/11/2019

SP100560

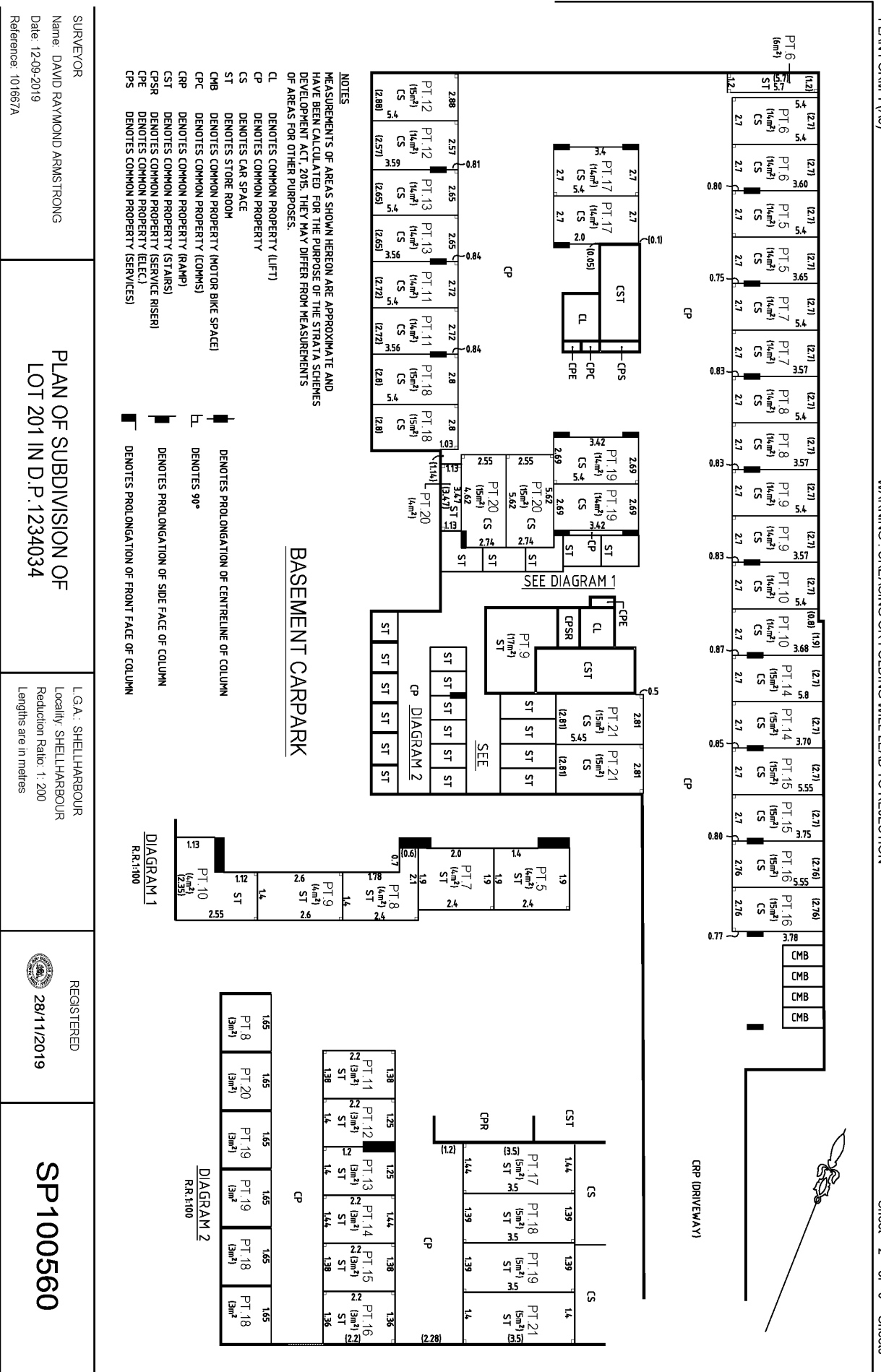
PLAN FORM 1 (A3)

SP100560

WARNING : CREATING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 2 of 6 Sheets



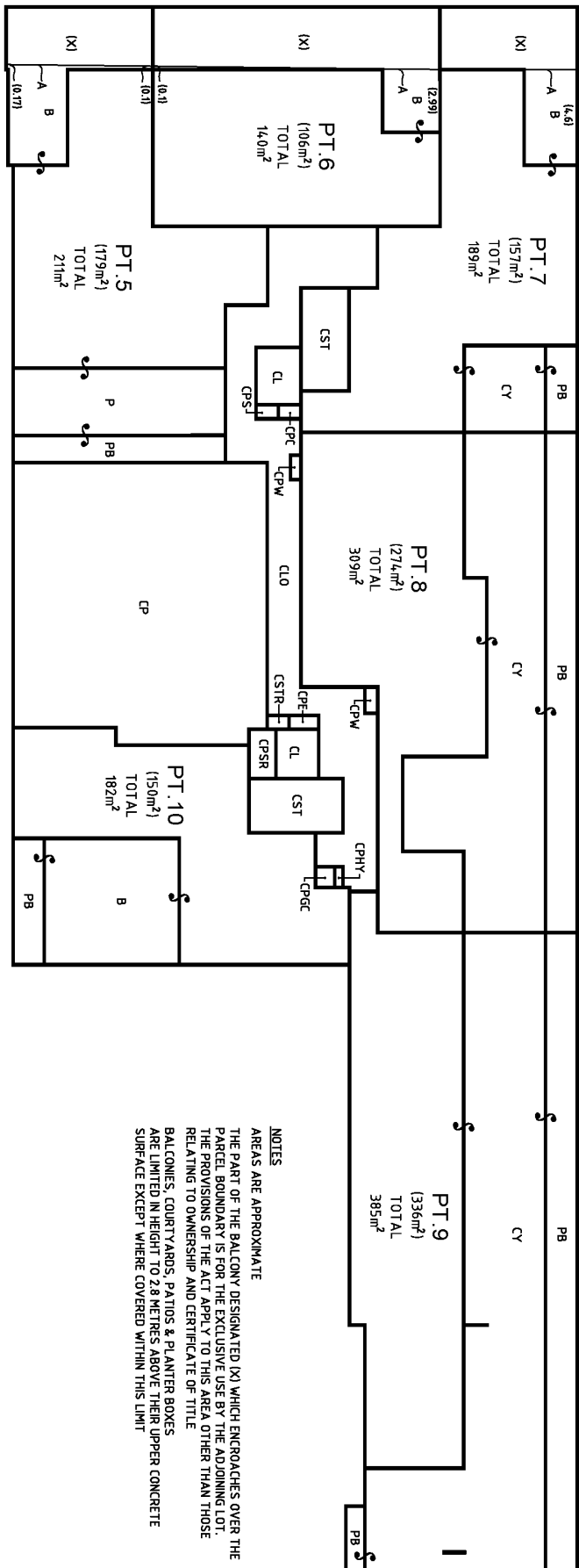
SURVEYOR
 Name: DAVID RAYMOND ARMSTRONG
 Date: 12/09/2019
 Reference: 1016674

PLAN OF SUBDIVISION OF
 LOT 201 IN D.P. 1234034

L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1:200
 Lengths are in metres



SP100560



LEVEL 1

- A DENOTES PARCEL AND LOT BOUNDARY
- P DENOTES PATIO
- B DENOTES BALCONY
- CL DENOTES COMMON PROPERTY (LIFT)
- CL DENOTES COMMON PROPERTY
- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- PB DENOTES PLANTER BOX
- DLO DENOTES COMMON PROPERTY (LOBBY)
- CPC DENOTES COMMON PROPERTY (COMMS)
- CPE DENOTES COMMON PROPERTY (ELEC.)
- PS DENOTES COMMON PROPERTY (SERVICES)
- CPW DENOTES COMMON PROPERTY (WATER METER)
- CST DENOTES COMMON PROPERTY (STAIRS)
- STR DENOTES COMMON PROPERTY (STORE ROOM)
- PSR DENOTES COMMON PROPERTY (SERVICE RISER)
- CPGC DENOTES COMMON PROPERTY (GARABAGE CHUTE)
- CPHY DENOTES COMMON PROPERTY (HYDRANT)

NOTES
 AREAS ARE APPROXIMATE
 THE PART OF THE BALCONY DESIGNATED (X) WHICH ENCROACHES OVER THE
 PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT.
 THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE
 RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE
 BALCONIES, COURTYARDS, PATIOS & PLANTER BOXES
 ARE LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR UPPER CONCRETE
 SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT

SURVEYOR
 Name: DAVID RAYMOND ARMSTRONG
 Date: 12/09/2019
 Reference: 1016674

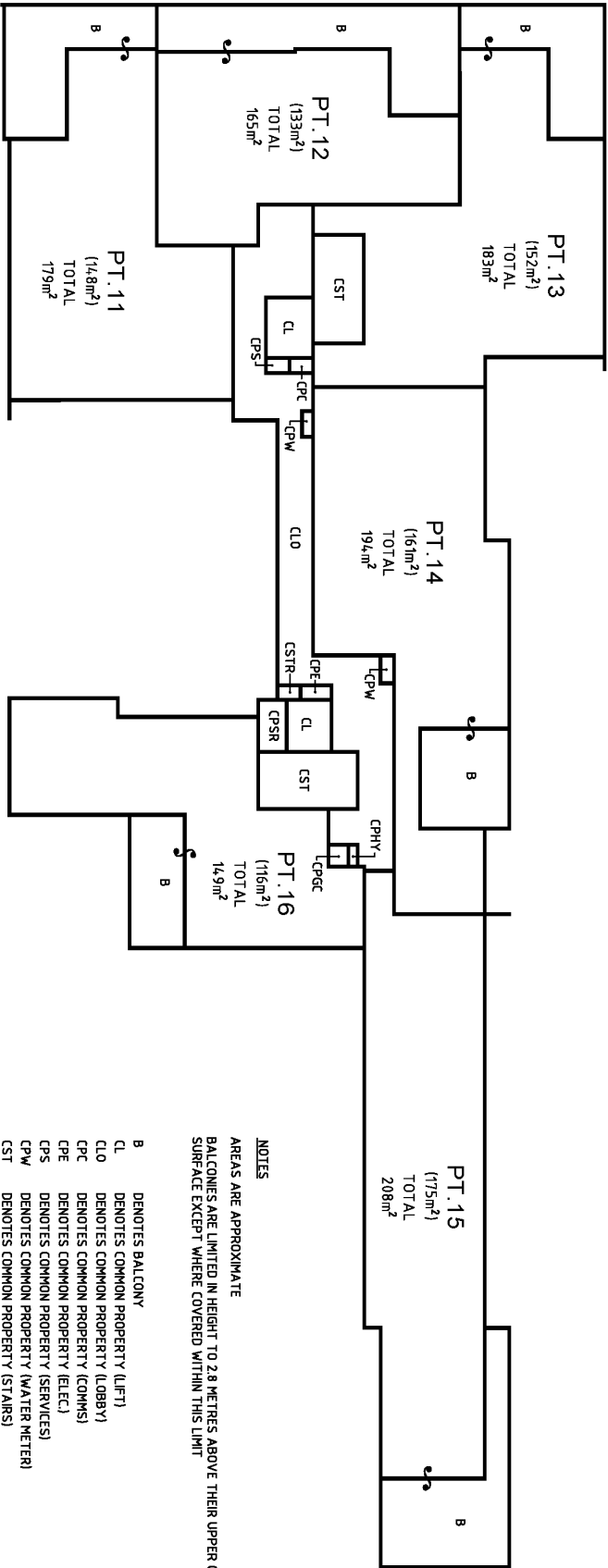
**PLAN OF SUBDIVISION OF
 LOT 201 IN D.P. 1234034**

L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1:200
 Lengths are in metres

REGISTERED

 28/11/2019

SP100560



LEVEL 2

- NOTES**
- AREAS ARE APPROXIMATE
- BALCONIES ARE LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT
- B DENOTES BALCONY
 - CL DENOTES COMMON PROPERTY (LIFT)
 - CLP DENOTES COMMON PROPERTY (LOBBY)
 - CPC DENOTES COMMON PROPERTY (COMMONS)
 - CPE DENOTES COMMON PROPERTY (ELEC.)
 - CPS DENOTES COMMON PROPERTY (SERVICES)
 - CPW DENOTES COMMON PROPERTY (WATER METER)
 - CST DENOTES COMMON PROPERTY (STAIRS)
 - CSTR DENOTES COMMON PROPERTY (STORE ROOM)
 - CPSR DENOTES COMMON PROPERTY (SERVICE RISER)
 - CPGC DENOTES COMMON PROPERTY (GARABAGE CHUTE)
 - CPHY DENOTES COMMON PROPERTY (HYDRANT)

SURVEYOR
 Name: DAVID RAYMOND ARMSTRONG
 Date: 12/09/2019
 Reference: 101667A

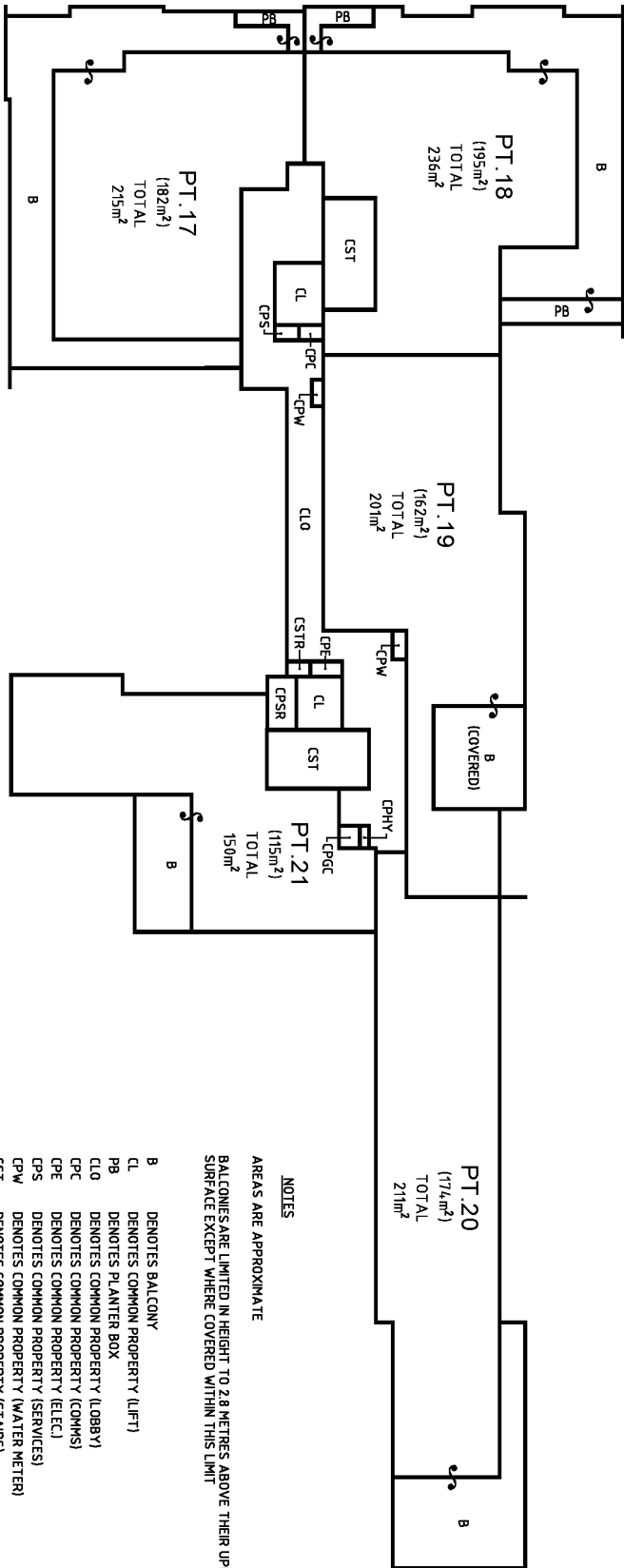
PLAN OF SUBDIVISION OF
 LOT 201 IN D.P. 1234034

L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1:200
 Lengths are in metres

REGISTERED

 28/11/2019

SP100560



LEVEL 3

- NOTES**
 AREAS ARE APPROXIMATE
 BALCONIES ARE LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT
- B DENOTES BALCONY
 - CL DENOTES COMMON PROPERTY (LIFT)
 - PB DENOTES PLANTER BOX
 - LLO DENOTES COMMON PROPERTY (LOBBY)
 - GPC DENOTES COMMON PROPERTY (COMMONS)
 - GPE DENOTES COMMON PROPERTY (ELECT)
 - GPS DENOTES COMMON PROPERTY (SERVICES)
 - CPW DENOTES COMMON PROPERTY (WATER METERS)
 - CST DENOTES COMMON PROPERTY (STAIRS)
 - ISTR DENOTES COMMON PROPERTY (STORE ROOM)
 - CSRSR DENOTES COMMON PROPERTY (SERVICE RISER)
 - CPGC DENOTES COMMON PROPERTY (GARBAGE CHUTE)
 - CPHY DENOTES COMMON PROPERTY (HYDRANT)

SURVEYOR
 Name: DAVID RAYMOND ARMSTRONG
 Date: 12/09/2019
 Reference: 101667A



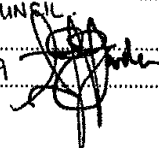
**PLAN OF SUBDIVISION OF
 LOT 201 IN D.P. 1234034**



L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1:200
 Lengths are in metres


REGISTERED

 28/11/2019

SP100560

| | | |
|--|--|------------------------|
| SP FORM 3.01 | STRATA PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet (s) |
| Office Use Only Registered:  28/11/2019 | Office Use Only <h1 style="margin: 0;">SP100560</h1> | |
| PLAN OF SUBDIVISION OF: <h2 style="margin: 0;">LOT 201 IN D.P.1234034</h2> | LGA: SHELLHARBOUR Locality: SHELLHARBOUR Parish: TERRAGONG County: CAMDEN | |
| This is a *FREEHOLD/*LEASEHOLD Strata Scheme | | |
| Address for Service of Documents INTEGRITY STRATA SUITE 5, 324 CROWN STREET WOLLONGONG, 2500 Provide an Australian postal address including a postcode | The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan. | |
| <p style="text-align: center;">Surveyor's Certificate</p> I, <u>DAVID RAYMOND ARMSTRONG</u> of <u>INTRAX CONSULTING GROUP</u> 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: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by DP1257860 Signature:  Date: <u>12-09-2019</u> Surveyor ID: 8909 Surveyor's Reference: <u>S#101667A</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement | <p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, <u>ADRIAN PHILLIP BARDEN</u> being an Accredited Certifier, accreditation number <u>8PB0767</u>, certify that in regards to the proposed 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> . *(a) This plan is part of a development scheme. *(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. *(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>. Certificate Reference: <u>15641</u> Relevant Planning Approval No.: <u>DA0204/2016</u> issued by: <u>ADRIAN PHILLIP BARDEN</u> <u>SHELLHARBOUR CITY COUNCIL</u> Signature:  Date: <u>11 NOVEMBER 2019</u> ^ Insert lot numbers of proposed utility lots. | |
| * 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:  28/11/2019 | SP100560 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>VALUER'S CERTIFICATE</p> <p>I, <u>Lauren Pope, AAPI 70514</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i>, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i>.</p> <p>Signature:  Date: <u>19/9/2019</u></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPOSED SCHEDULE OF UNIT ENTITLEMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">LOT No.</th> <th style="width:85%;">UNIT ENTITLEMENT</th> </tr> </thead> <tbody> <tr><td>1</td><td>428</td></tr> <tr><td>2</td><td>362</td></tr> <tr><td>3</td><td>275</td></tr> <tr><td>4</td><td>469</td></tr> <tr><td>5</td><td>453</td></tr> <tr><td>6</td><td>389</td></tr> <tr><td>7</td><td>515</td></tr> <tr><td>8</td><td>549</td></tr> <tr><td>9</td><td>552</td></tr> <tr><td>10</td><td>366</td></tr> <tr><td>11</td><td>481</td></tr> <tr><td>12</td><td>400</td></tr> <tr><td>13</td><td>526</td></tr> <tr><td>14</td><td>561</td></tr> <tr><td>15</td><td>563</td></tr> <tr><td>16</td><td>375</td></tr> <tr><td>17</td><td>556</td></tr> <tr><td>18</td><td>606</td></tr> <tr><td>19</td><td>595</td></tr> <tr><td>20</td><td>595</td></tr> <tr><td>21</td><td>384</td></tr> <tr> <td>AGGREGATE</td> <td>10000</td> </tr> </tbody> </table> | | | LOT No. | UNIT ENTITLEMENT | 1 | 428 | 2 | 362 | 3 | 275 | 4 | 469 | 5 | 453 | 6 | 389 | 7 | 515 | 8 | 549 | 9 | 552 | 10 | 366 | 11 | 481 | 12 | 400 | 13 | 526 | 14 | 561 | 15 | 563 | 16 | 375 | 17 | 556 | 18 | 606 | 19 | 595 | 20 | 595 | 21 | 384 | AGGREGATE | 10000 |
| LOT No. | UNIT ENTITLEMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 428 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 362 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 275 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 469 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 453 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 389 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 515 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 549 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 552 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 366 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 481 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | 526 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 561 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 563 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 375 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | 556 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 606 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 595 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | 595 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 384 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | 10000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Surveyor's Reference: S#101667A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|---|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 4 sheet(s) |
| Office Use Only Registered:  28/11/2019 | <h1 style="margin: 0;">SP100560</h1> | |

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 |
|------------|--------------------|----------------|-----------|-----------|--------------|
| CP | — | 23 | ADDISON | STREET | SHELLHARBOUR |
| 1 | 18 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 2 | 19 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 3 | 20 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 4 | 21 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 5 | 1 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 6 | 2 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 7 | 3 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 8 | 4 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 9 | 5 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 10 | 6 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 11 | 7 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 12 | 8 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 13 | 9 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 14 | 10 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 15 | 11 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 16 | 12 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 17 | 13 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 18 | 14 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 19 | 15 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 20 | 16 | 23 | ADDISON | STREET | SHELLHARBOUR |
| 21 | 17 | 23 | ADDISON | STREET | SHELLHARBOUR |

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|-------------------------|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 4 of 4 sheet(s) |
| Office Use Only | Office Use Only | |
| Registered: 28/11/2019 | SP100560 | |

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

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- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608 545 491)
 pursuant to section 127 of the corporations act 2001 by:

.....
 DIRECTOR SIGNATURE

.....
 DIRECTOR/SECRETARY SIGNATURE

.....
 DIRECTOR NAME

.....
 DIRECTOR/SECRETARY NAME

.....
 MORTGAGEE (AN316053)

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]

Certified correct for the purposes of the Real Property Act 1900 by the as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book 4299 no. 332


Signature of Witness:

.....
 (Signature) Tier Three Attorney
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

Name of Witness: Sharon Samuels

Address of Witness: 150 Collins Street
 Melbourne VIC 3000

**s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

| | | |
|---|---------------------|------------------------------------|
| Approved Form 7 | Strata Plan By-Laws | Sheet 1 of 9 sheet(s) |
| Registered:  28/11/2019 | Office Use Only | Office Use Only SP100560 |

Instrument setting out the terms of By-Laws to be created upon registration of the strata plan

By-Law 1. Vehicles

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

By-Law 2. Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owner's corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

By-Law 3. Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

By-Law 4. Obstruction of common property

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

By-Law 5. Keeping of animals

Option B

(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owner's corporation.

(2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.


(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

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

| | | |
|---|---------------------|-----------------------|
| Approved Form 7 | Strata Plan By-Laws | Sheet 2 of 9 sheet(s) |
| Registered: | Office Use Only | Office Use Only |
|  28/11/2019 | | SP100560 |

By-Law 6. Noise

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

By-Law 7. Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

By-Law 8. Children playing on common property in building

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owner's corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 9. Smoke Penetration**Option A**

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:

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

By-Law 10. Preservation of fire safety

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

By-Law 11. Storage of inflammable liquids and other substances and materials


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

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

By-Law 12. Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

| | | |
|---|---------------------|-----------------------|
| Approved Form 7 | Strata Plan By-Laws | Sheet 3 of 9 sheet(s) |
| Registered:  28/11/2019 | Office Use Only | Office Use Only |
| | | SP100560 |

By-Law 13. Cleaning windows and doors

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

By-Law 14. Hanging out of washing

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

"washing" includes any clothing, towel, bedding or other article of a similar type.

By-Law 15. Disposal of waste-bins for individual lots [applicable where individual lots have bins]


- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owner's corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

"bin" includes any receptacle for waste

"waste" includes garbage and recyclable material.

By-Law 16. Disposal of waste-shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

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| Approved Form 7 | Strata Plan By-Laws | Sheet 4 of 9 sheet(s) |
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- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
- "bin" includes any receptacle for waste.
- "waste" includes garbage and recyclable material.

By-Law 17. Change in use or occupation of lot to be notified


- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law 18. Compliance with planning and other requirements

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

By-Law 19. Minor Renovations – Applications by lot owners

- (1) In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
- 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors,
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,
 - 1.9. installing a reverse cycle split system air conditioner,
 - 1.10. installing double or triple glazed windows,
 - 1.11. installing a heat pump,
 - 1.12. installing ceiling insulation,
 - 1.13. installing TV antenna or satellite dishes for pay TV,
 - 1.14. installing whirly bird ventilation devices
 - 1.15. installing small awnings or pergolas that do not require council approval and
 - 1.16. any other work added to this list by regulations or by-laws.
- (2) Minor renovations must not involve:
- 2.1. structural changes,
 - 2.2. changes to the external appearance of a lot, or
 - 2.3. waterproofing.
- (3) Minor renovations do not include:
- 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,
 - 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.

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- (4) Before any building work is started by an owner, the owner of a lot **must** give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:
- 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - 4.4. arrangements to manage any resulting rubbish or debris
- (5) An owner of a lot must ensure that:
- 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.
- (6) The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor woks.
- (7) This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
- (8) The Strata Committee will not unreasonably withhold its consent to such applications, but applications will only be approved with conditions.
- (9) If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
- (10) The Lot Owner shall:
- 10.1. Pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - 10.2. Be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the *Strata Schemes Management Act 2015* with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
 - 10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.
- (11) If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
- 11.1. request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3. recover the costs of such work from the Owner as a debt due; and
 - 11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.


The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

By-Law 20. Wet area Major works Renovations – Application by lot owners

That by special resolution pursuant to ss 108 of the Strata Schemes Management Act 2015(NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration in accordance with Registrar-General's Office:

(a) **DEFINITIONS**

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (A) "Act" means the Strata Schemes Management Act 2015 (NSW);
 - (B) "Adjacent Common Property" means that part of the common property of the strata plan which is affected by reason of the Bathroom Renovation as defined herein;
 - (C) Wet areas renovations within the Lot including:
 - (aa) Removal and replacement of floor tiling
 - (bb) Waterproofing of the floor and common walls
 - (D) "Lot" means the lot number specified in the Schedule;
 - (E) "Owner" means the registered owner of a Lot;

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(F) "Works" means all or any maintenance, repair, renewal or replacement the Owner undertakes in respect to any "Wet Area "Renovation

(G) Work defined major works

1. Bathroom renovations which involve removal and replacement of tiles, baths, showers, basins and toilets,
2. Laundry renovations which involve removal and replacement of tiles and tubs,
3. Repositioning kitchens, bathrooms and laundries,
4. New plumbing work – for water, drainage or gas lines,
5. Replacement of external windows or doors,
6. Extending into the roof space,
7. Installing a false ceiling, replacing a ceiling,
8. Installing awnings or pergolas,
9. Enclosing balconies or car spaces,
10. Demolishing walls to create an open plan or to join two adjacent units together,
11. Installing a satellite dish or antenna.

Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

(b) RIGHTS & OBLIGATIONS

The Owner is conferred with the special privilege in respect of the common property to renovate the complete at the Owner's expense SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(i) BEFORE INSTALLATION

Prior to renovating any "Wet areas" the Owner must submit to the Strata committee details in writing (and diagrams if requested) the scope of works which must include details of the licence of the contractor and or water proofer.

AND obtain the written approval of the strata committee and who may at its absolute discretion specify in its written approval what reasonable alterations to the plans and specifications is required and the Owner must comply with those alterations;

(ii) LICENSED CONTRACTOR

The Owner shall ensure to undertake the major renovations by a contractor who is duly licensed according to the provisions of the Home Building Act 1989 (NSW);

(iii) INSTALLATION TIMES


The Owner shall perform the renovations so as to cause minimum disturbance and inconvenience to other residents of the strata scheme and only between the hours of 8.00am and 5.00pm Monday to Friday

(iv) RENOVATIONS TO MAJOR WORKS incl "WET AREAS" MAINTENANCE

The Owner shall maintain the renovations in a state of good and serviceable repair and for this purpose shall renew or replace any of the works whenever considered reasonably necessary by the owner's corporation;

(v) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and shall not make any claim against the owner's corporation due to any failure of the works

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| Approved Form 7 | Strata Plan By-Laws | Sheet 7 of 9 sheet(s) |
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(vi) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this bylaw;

(vii) INDEMNIFY OWNERS CORPORATION

The Owner shall keep the owner's corporation indemnified against:

- (H) any claims made against or expenses incurred by the owner's corporation and arising out of or caused by the Works, or the use or maintenance of bathroom; and
- (I) any liability for damage to the works caused by the owners corporation in undertaking any work referred to in s 108 (2) of the Act or in exercising the power of entry conferred by that section;

(viii) INSPECTIONS

The Owner must provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request of the owner's corporation:

- (a) before commencement of the Works;
- (b) during the installation of the Works;
- (c) after completion of the Works.
- (d) Owners Corporation may request their preferred contractor to inspect the unit prior to works commencing and after works are completed

(ix) BYLAW BREACH

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may cover the costs of fulfilling such condition as a debt from the Owner.


- (x) Lots effected by this By Law- all Lots

By Law 21- Signage

- (1) The Owner of Occupier of a commercial Lot may, subject to the approval of all other relevant authorities and the Strata Committee, erect a sign or signs that are of a size and dimensions appropriate to the size and location of that Lot within any areas designated by the Owners Corporation for such signs provided that in all cases such signs are immediately adjacent to that relevant Lot and do not materially affect the use or enjoyment of any other Lot or the common property.
- (2) The Strata Committee shall not unreasonably withhold approval of signage on a commercial Lot provided it is not offensive, excessively large or obtrusive.

By Law 22 -Electronic Service of Documents on Owner of a Lot by Owners Corporation

- (1) A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

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(2) A document or notice served on an Owner by email in accordance with this Bylaw is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

(3) Electronic Attendance and Voting at General Meetings and Strata Committee Meetings

(1) Owners may attend a general meeting of the Owners Corporation by electronic means using the technologies prescribed by the Strata Committee from time to time.

(2) Members of the Strata Committee may attend a meeting of the Strata Committee by electronic means using the technologies prescribed by the Strata Committee from time to time.

(3) Owners may vote on a motion on the agenda of a general meeting of the Owners Corporation by electronic means as follows: (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting; or

(b) by utilizing any electronic voting platform or portal approved by the Strata Committee from time to time for voting at general meetings.


(4) Members of the Strata Committee may vote on a motion on the agenda of a Strata Committee meeting by electronic means as follows: (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting;

(5) If an Owner or member of the strata committee casts a vote by email in accordance with this By-Law, the vote is deemed to have been lodged when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours

By Law 23 – Lease of Airspace

(1) The Owners Corporation will enter into an Assignment of Lease in relation to a lease of air space entered into between Shellharbour City Council (as Lessor) and Addison Street Development Pty Limited (ACN 608 545 491) (as Lessee) dated 11 November 2019 (the Lease) so that the Owners Corporation shall perform the obligations of the Lessee as stated in the lease

(2) The Owners corporation shall indemnify and keep indemnified the Lessee Addison Street Developments Pty Limited and its guarantors, in relation to its obligations pertaining to the terms and conditions set out in the Lease.

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| Approved Form 7 | Strata Plan By-Laws | Sheet 9 of 9 sheet(s) |
| Registered:  28/11/2019 | Office Use Only | Office Use Only |
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Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608545491) pursuant to section 127 of the corporations act 2001 by:

Executions

[Handwritten Signature]

Signature (Director/Secretary)

STEVEN A. COELHO

Name (Director/Secretary)

[Handwritten Signature]

Signature of Witness

[Handwritten Signature]

Signature (Director)

BURT STUFFEE

Name (Director)

ADAM JOHN STEWART

Name of Witness

295 Broughtonvale Rd, Broughton Vale, NSW

Address of Witness

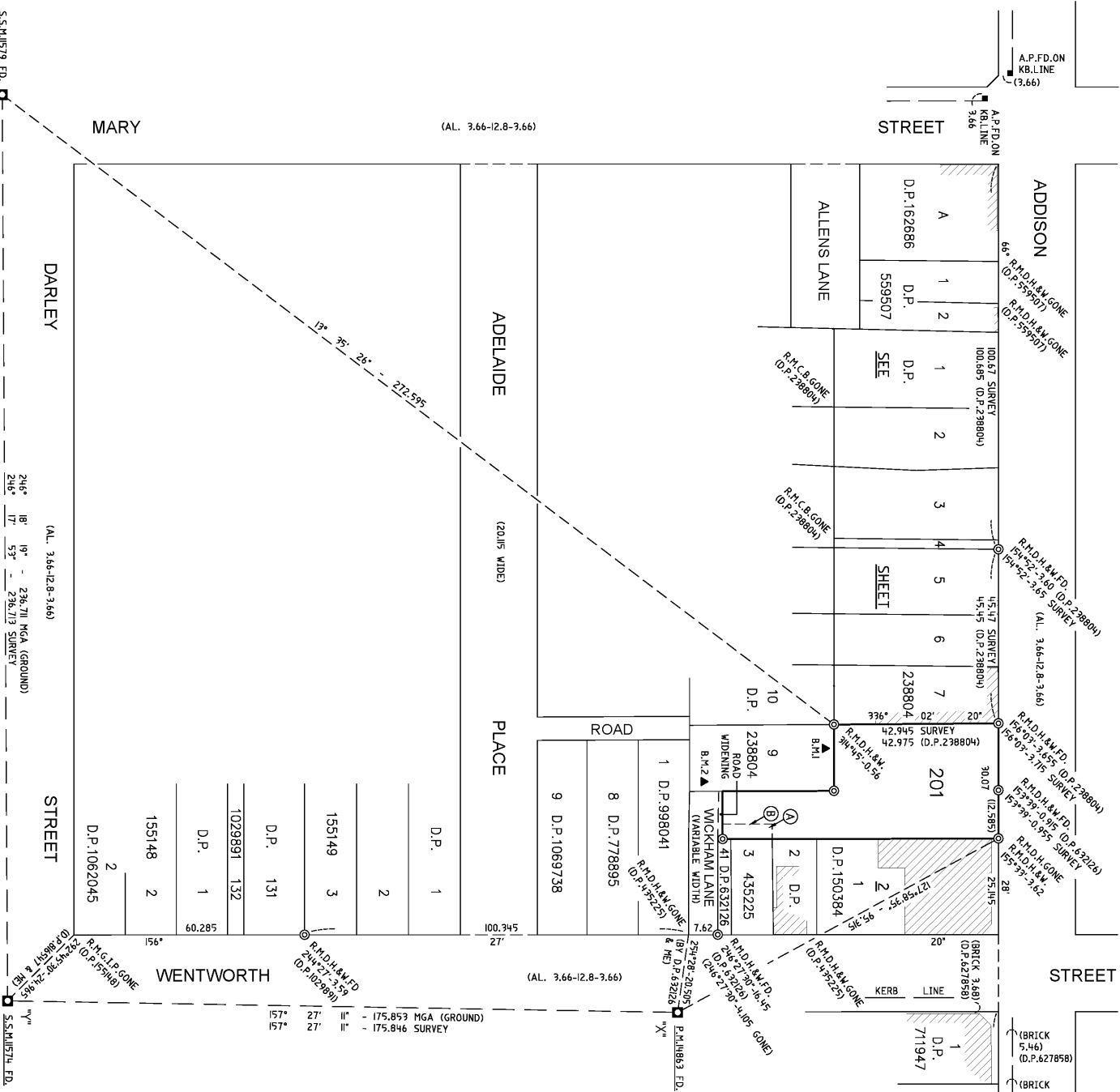
I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this INSTRUMENT in my presence.

[Handwritten Signature]
Signature of Witness
PAUL HARRISON
Name of Witness
2 MITCHELL STREET
MOLLING NSW 2500
Address of Witness

Westpac Banking Corporation
ABN 33 007 457 141 hereby consents to the within

* ~~Lease~~ * ~~Deed~~
* ~~Instrument~~ *
* ~~Plan~~ *
Signature *[Handwritten Signature]* JIM TZIOUMNIAS
Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable

Mortgagee(AN316053)



SURVEYING & SPATIAL INFORMATION REGULATION 2017, CLAUSE 70

| MARK | EASTING | NORTHING | ZONE | ACCURACY CLASS | ORDER | SOURCE |
|-----------|-------------|---------------|------|----------------|-------|--------------|
| S.S.M1574 | 304 631.208 | 6 171 362.504 | 56 | A | 1 | SCINS 9/8/17 |
| S.S.M1579 | 304 414.488 | 6 171 267.372 | 56 | B | 2 | SCINS 9/8/17 |
| P.M.H863 | 304 563.774 | 6 171 524.927 | 56 | B | 2 | SCINS 9/8/17 |

COMBINED SEA LEVEL AND SCALE FACTOR 1.000045

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF LANDS (S.C.I.M.S.) ON THE 9th AUGUST, 2017

SURVEYING & SPATIAL INFORMATION REGULATION 2017, CLAUSE 71

| AUSTRALIAN HEIGHT DATUM | | | |
|-------------------------|---------------|-------------|------------------------|
| MARK | REDUCED LEVEL | CLASS ORDER | METHOD |
| S.S.M1574 | 7.412 | LC L3 | SCINS |
| P.M.H863 | 13.256 | LC L3 | SCINS |
| B.M.1 | 17.075 | NA | DIFFERENTIAL LEVELLING |
| B.M.2 | 16.195 | D | DIFFERENTIAL LEVELLING |

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF LANDS (S.C.I.M.S.) ON THE 9th AUGUST, 2017

- Ⓐ EASEMENT FOR FUTURE SERVICES 5.37 M WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 9.84HD TO RL 9.884HD
- Ⓑ RIGHT OF ACCESS 5.37 M WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 9.84HD TO RL 9.884HD

Surveyor: David Raymond Armstrong
 Date of Survey: 27.09.2017
 Surveyor's Ref: 11328
 REP 11328

PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P. 238804 AND LOT 42 IN D.P. 632126

LGA: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Subdivision No: 2042016
 Lengths are in metres. Reduction Ratio: 1:800

Registered 26.02.2018

DP1234034

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

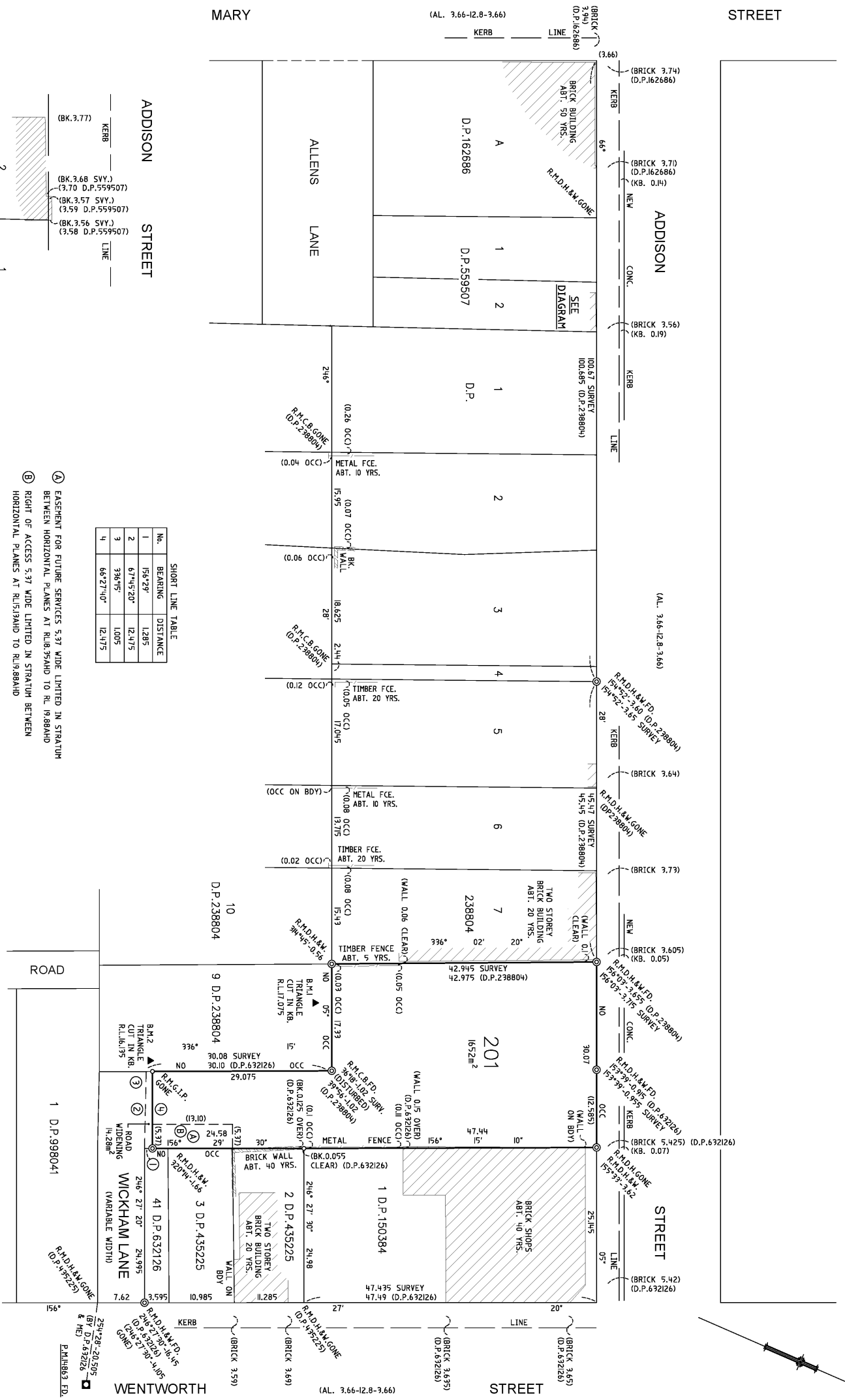
Scale in mm 0 50 100 150 200

Scale in metres 0 50 100 150 200

Scale in metres 0 50 100 150 200

Scale in metres 0 50 100 150 200

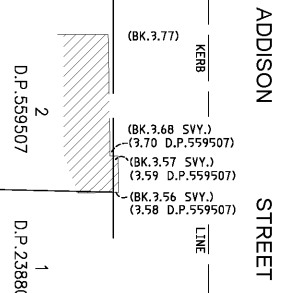
Scale in metres 0 50 100 150 200



SHORT LINE TABLE

| No. | BEARING | DISTANCE |
|-----|--------------|----------|
| 1 | S56°29' E | 1.285 |
| 2 | S74°45'20" E | 12.475 |
| 3 | S36°45' E | 1.005 |
| 4 | S67°27'40" E | 12.475 |

- Ⓐ EASTMENT FOR FUTURE SERVICES 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL.0.35 AND TO RL. 19.88 AND
- Ⓑ RIGHT OF ACCESS 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL.19.88 AND TO RL.9.88 AND



Surveyor: David Raymond Armstrong
 Date of Survey: 27.09.2017
 Surveyor's Ref: 11328
 REP 11328


PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P. 238804 AND LOT 42 IN D.P. 632126

LGA: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Subdivision No.: 2042016
 Lengths are in metres. Reduction Ratio 1:400

Registered
 26.02.2018

DP1234034

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|---|---|---|-------------|-----------|------------|-------------|-----------|------------|-------------|------------|------------|-------------|------------|------------|-------------|------------|------------|--|------------|-------------|--|------------|-------------|--|--|--|
| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of ⁴ / ₈ Sheet(s) | | | | | | | | | | | | | | | | | | | | | | | | |
| Registered :  26.02.2018 Title System : TORRENS | Office Use Only <div style="font-size: 2em; font-weight: bold;">DP1234034</div> <div style="font-size: 2em; border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">E</div> | Office Use Only | | | | | | | | | | | | | | | | | | | | | | | | |
| PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126 | LGA : SHELLHARBOUR Locality : SHELLHARBOUR Parish : TERRAGONG County : CAMDEN | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Survey Certificate</p> I, DAVID RAYMOND ARMSTRONG of ENGINEERING SURVEY GROUP, 5 MOSS STREET, NOWRA 2541 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that : * (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 27.09.2017, or * (b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or * (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line : "X" - "Y" (MGA) Type : *Urban/*Rural The terrain is *Level-Undulating /*Steep-Mountainous Signature :  Dated : 17-11-17 Surveyor identification No: 8909 Surveyor registered under the Surveying and Spatial Information Act 2002 * Strike out inappropriate words. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | <p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature : Date : File Number : Office : | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Plans used in the preparation of survey/compilation:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td>1-1966</td> <td>D.P.238804</td> <td>D.P.1057442</td> </tr> <tr> <td>D.P.11740</td> <td>D.P.435225</td> <td>D.P.1069738</td> </tr> <tr> <td>D.P.26574</td> <td>D.P.559507</td> <td>D.P.1156358</td> </tr> <tr> <td>D.P.150384</td> <td>D.P.627858</td> <td>D.P.1175464</td> </tr> <tr> <td>D.P.155149</td> <td>D.P.632126</td> <td>D.P.1206973</td> </tr> <tr> <td>D.P.161284</td> <td>D.P.816547</td> <td></td> </tr> <tr> <td>D.P.162626</td> <td>D.P.1029891</td> <td></td> </tr> <tr> <td>D.P.231199</td> <td>D.P.1049973</td> <td></td> </tr> </table> | 1-1966 | D.P.238804 | D.P.1057442 | D.P.11740 | D.P.435225 | D.P.1069738 | D.P.26574 | D.P.559507 | D.P.1156358 | D.P.150384 | D.P.627858 | D.P.1175464 | D.P.155149 | D.P.632126 | D.P.1206973 | D.P.161284 | D.P.816547 | | D.P.162626 | D.P.1029891 | | D.P.231199 | D.P.1049973 | | <p style="text-align: center;">Subdivision Certificate</p> I, * Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature : Accreditation number : SEE SHEET 2 Consent Authority : Date of Endorsement : Subdivision Certificate number : File number : * Strike through if inapplicable. | |
| 1-1966 | D.P.238804 | D.P.1057442 | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.11740 | D.P.435225 | D.P.1069738 | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.26574 | D.P.559507 | D.P.1156358 | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.150384 | D.P.627858 | D.P.1175464 | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.155149 | D.P.632126 | D.P.1206973 | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.161284 | D.P.816547 | | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.162626 | D.P.1029891 | | | | | | | | | | | | | | | | | | | | | | | | | |
| D.P.231199 | D.P.1049973 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. <p style="text-align: center;">IT IS INTENDED TO DEDICATE THE AREA DENOTED AS 'ROAD WIDENING' TO THE PUBLIC AS PUBLIC ROAD</p> | Surveyor's Reference: 11328 REP 11328 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | | 3. 10.2019  PLAN HEADING & SUBDIVISION CERTIFICATE AMENDED VIDE 2018-288 | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|--|--|-----------------------|
| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 2 of 4 Sheet(s) |
| Registered :  26.02.2018 Title System : TORRENS | Office Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1234034</div> | |
| PLAN OF SUBDIVISION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126 | LGA : SHELLHARBOUR Locality : SHELLHARBOUR Parish : TERRAGONG County : CAMDEN | |
| <p style="text-align: center;">Survey Certificate</p> <p>I,, of a surveyor registered under the Surveying and Spatial Information Act 2002, certify that :</p> <p>* (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or</p> <p>* (b) The part of the land shown in the plan (*being/* excluding**) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line :</p> <p>Type : *Urban/*Rural-</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous</p> <p>Signature : Dated :</p> <p>Surveyor identification No:</p> <p>Surveyor registered under the Surveying and Spatial Information Act 2002</p> <p>* Strike out inappropriate words. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature :</p> <p>Date :</p> <p>File Number :</p> <p>Office :</p> | |
| <p>Plans used in the preparation of survey/compilation:</p> | <p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature : <i>CM Wolfe</i></p> <p>Accreditation number :</p> <p>Consent Authority : <u>Shellharbour City Council</u></p> <p>Date of Endorsement : <u>12.11.18</u></p> <p>Subdivision Certificate number : <u>204/2016</u></p> <p>File number :</p> <p>* Strike through if inapplicable.</p> | |
| Surveyor's Reference: 11328 REP 11328 | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | |

3.10.2019



THIS SHEET ADDED VIDE 2018-288

| | | |
|---------------------|-------------------------------------|-----------------------|
| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 3 of 4 Sheet(s) |
|---------------------|-------------------------------------|-----------------------|

| | |
|---|---|
| Office Use Only Registered : 26.02.2018 | Office Use Only <h1 style="text-align: center; margin: 0;">DP1234034</h1> |
| PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126 | This sheet is for the provision of the following information as required : <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SS1 Regulation 2017 • Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
| Subdivision Certificate Number : Date of Endorsement : | |

| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
|-----|------------|-------------|-------------|--------------|
| 201 | 23 | ADDISON | STREET | SHELLHARBOUR |

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

1. EASEMENT FOR FUTURE SERVICES 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL18.35AHD TO RL 19.88AHD
2. RIGHT OF ACCESS 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL15.13AHD TO RL19.88AHD

If space is insufficient use additional annexure sheet


| |
|--|
| Surveyor's Reference: 11328 REP 11328 |
|--|

3.10.2019

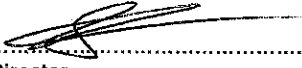
PLAN HEADING AMENDED VIDE 2018-288

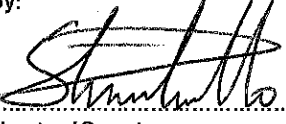


| | | |
|---------------------|-------------------------------------|---|
| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet ⁴ of ⁴ Sheet(s) |
|---------------------|-------------------------------------|---|

| | | |
|---|---|-----------------|
| Registered :  26.02.2018 | Office Use Only | Office Use Only |
| PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126 | <h1>DP1234034</h1> | |
| Subdivision Certificate Number : | <p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SS1 Regulation 2017• Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |
| Date of Endorsement : | | |


Signed on behalf of ADDISON STREET DEVELOPEMENTS PTY LTD
Pursuant to section 127 of the corporations act 2001 by:


.....
Director


.....
Director / Secretary

BRETT SUTCLIFFE
.....
Print Name

STEVEN COELHO
.....
Print Name

Signature of Witness: 
.....

Name of Witness : ADAM STEWART
.....

Address of Witness: 295a BROADHURST VILE RD, BROADHURST VILE, NSW 2835

If space is insufficient use additional annexure sheet

Surveyor's Reference: 11328
REP 11328

3.10.2019



PLAN HEADING AMENDED VIDE 2018-288

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

Plan: **DP1234034** E Sheet 1 of 4
Subdivision
Plan of Consolidation of Lot 8 in DP 238804 and
Lot 42 in DP632126

Full name and address of the owner of the land: Addison Street Developments Pty Ltd
ACN: 608 545 491
C/- 80 Bridge Road ,
NOWRA NSW 2541

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|-------------------------------|--|
| 1 | Terms of Easement for Future Services 5.37 wide limited in stratum (A) numbered 1 in the plan. | 201 | Lot 3 DP435225, Lot 41 DP632126 |
| 2 | Terms of Right of Access 5.37 wide limited in stratum (B) number 2 in the plan. | 201 | Lot 3 DP435225, Lot 41 DP632126 |

Part 2 (Terms)

1. Terms of Easement for Services 5.37 wide limited in stratum (A) numbered 1 in the plan.

1.1 The owner of the lot benefited has at all times (subject to the provisions of this instrument) the right to use the lot burdened to provide Services to or from the lot benefited and may do anything reasonably necessary for that purpose, including without limitation:

- i. construct, erect, lay, install, attach or place any machinery, plant or equipment for the purpose of pumping, providing services or ancillary thereto for the lot benefited;



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

Sheet 2 of 4

Plan: **DP1234034**

Subdivision
Plan of Consolidation of Lot 8 in DP 238804 and
Lot 42 in DP632126

Part 2 (Terms)cont;

- ii. within the site of this easement from time to time as if it is the beneficial owner thereof;
- iii. access to carry out work within the site of this easement and to replace, repair or maintain any associated equipment or structures upon the lot.

In exercising the above powers, the owner of the lot benefitted must:

- (a) ensure all work is done properly, and
- (b) comply with all Government agency requirements, and
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (e) restore the lot burdened as nearly as is practicable to its former condition, and
- (f) make good any collateral damage, and
- (g) maintain and keep the area clean.

1.2 Where the machinery, plant or equipment is used exclusively by the lot benefitted it must be maintained in a good order and repaired by the owner or occupier at its expense.

1.3 For the purpose of use of the rights and facilities created by this easement, the "owner of the lot benefitted" shall include the owners or occupiers or employees, agents, persons authorised or any invitees of said owners or occupiers.

3.10.2019



PLAN HEADING AMENDED VIDE REQUEST AP368723 & 2018-288

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

Sheet 3 of 4

Plan: **DP1234034** Subdivision
Plan of Consolidation of Lot 8 in DP 238804 and
Lot 42 in DP632126

Part 2 (Terms)cont;

2. Terms of Right of Access 5.37 wide limited in stratum (B) number 2 in the plan.

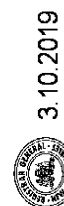
2.1 The owner of the lot benefited has the unrestricted right to go, pass and repass at all times for purpose of parking of vehicles and storage on the lot burdened and in doing so shall:

- iv. cause as little inconvenience to the lot burdened;
- v. be limited to the site of this easement;
- vi. have access to construct, erect, lay any markings, equipment or structure within the site of the easement ancillary to the right herein;
- vii. replace, repair or maintain any associated equipment or structures upon the lot at its expense.

In exercising the above powers, the owner of the lot benefited must:

- (f) ensure all work is done properly, and
- (g) comply with all Government agency requirements, and
- (h) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (i) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (j) restore the lot burdened as nearly as is practicable to its former condition, and
- (f) make good any collateral damage, and
- (g) maintain and keep the area clean.

2.2 For the purpose of use of the rights created by this easement, the "owner of the lot benefited" shall include the owners, occupiers, persons authorised or any invitees of said owners or occupiers.



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


Sheet 4 of 4

Plan: **DP1234034**

Subdivision
Plan of Consolidation of Lot 8 in DP 238804 and
Lot 42 in DP632126

Signed by the proprietors of the Dominant Tenement Mark Warren Helson and Joanne Helson, in the presence of:


.....
Mark Warren Helson


.....
Joanne Helson


.....
Signature of Witness


.....
Signature of Witness

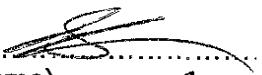
ADAM STEWART
.....
Name of Witness

ADAM STEWART
.....
Name of Witness

295a Broughton vale rd, DROUGHTONVALE
.....
Address of Witness
NSW, 2535

(Same)
.....
Address of Witness

Addison Street Developments PTY LTD
(ACN 608 545 491)
Authority: Section 127 Corporations Act, 2001


.....
(name)
Director *BRETT SUTCLIFFE*


.....
(name)
Director *STEVEN COETTO*

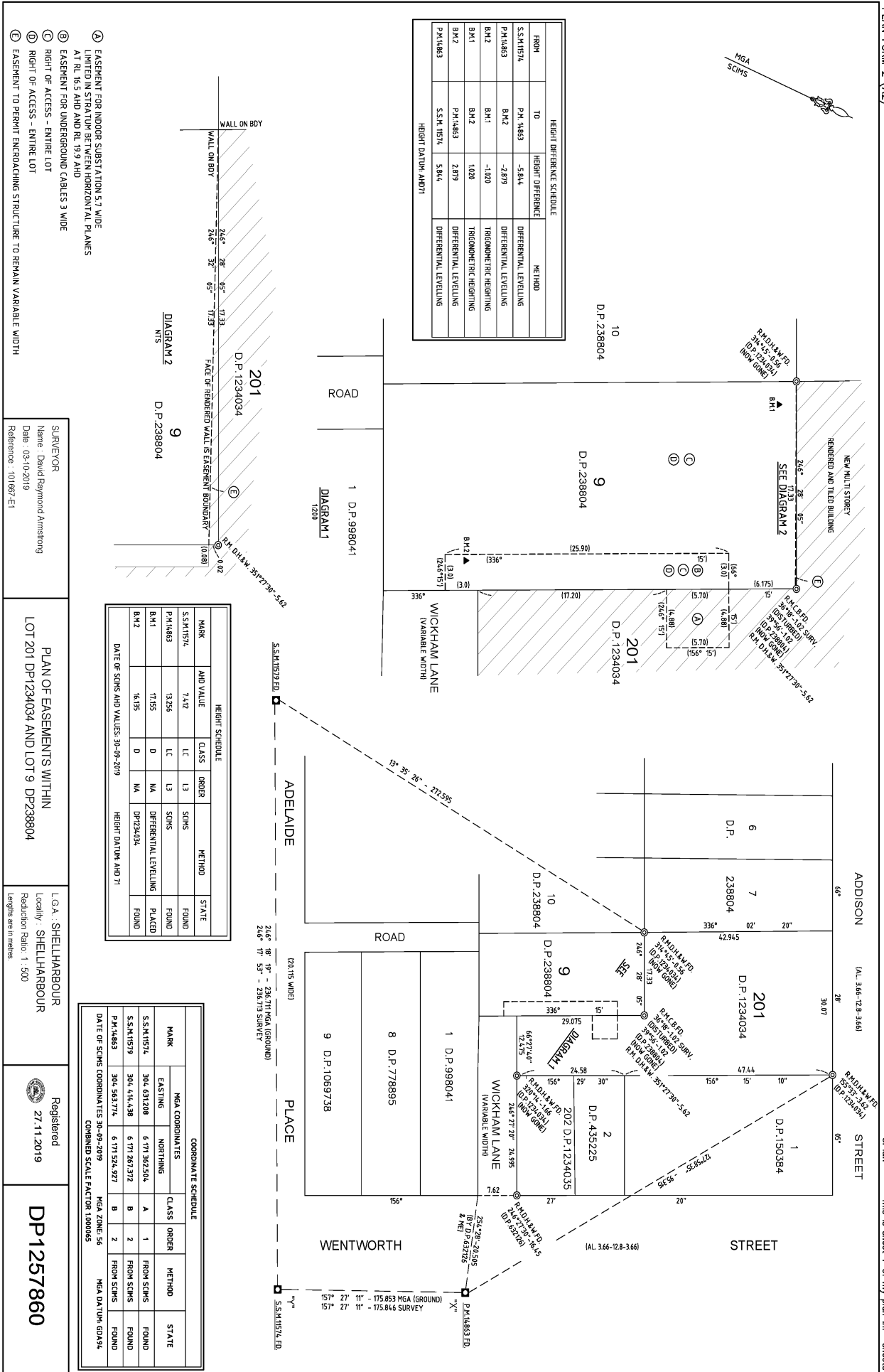
REGISTERED  26.02.2018

PLAN FORM 2 (A2)

DP-1257860

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

This is sheet 1 of my plan in sheets



| FROM | TO | HEIGHT DIFFERENCE | METHOD |
|----------|----------|-------------------|------------------------|
| S.M.1574 | P.M.1463 | -5.844 | DIFFERENTIAL LEVELLING |
| P.M.1463 | B.M.2 | -2.879 | DIFFERENTIAL LEVELLING |
| B.M.2 | B.M.1 | -1.020 | TRIGONOMIC HEIGHTING |
| B.M.1 | B.M.2 | 1.020 | TRIGONOMIC HEIGHTING |
| P.M.1463 | S.M.1574 | 2.879 | DIFFERENTIAL LEVELLING |
| P.M.1463 | S.M.1574 | 5.844 | DIFFERENTIAL LEVELLING |

- Ⓐ EASEMENT FOR INDOOR SUBSTATION 5.7 WIDE LIMITED IN STRAIGHT BETWEEN HORIZONTAL PLANES AT RL 16.5 AND RL 19.9 AND
- Ⓑ EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- Ⓒ RIGHT OF ACCESS - ENTIRE LOT
- Ⓓ RIGHT OF ACCESS - ENTIRE LOT
- Ⓔ EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH

SURVEYOR
 Name: David Raymond Armstrong
 Date: 03-10-2019
 Reference: 101967/E1

PLAN OF EASEMENTS WITHIN
 LOT 201 DP1234034 AND LOT 9 DP238804

L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1:500
 Lengths given in metres

Registered
 27.11.2019

DP1257860

| MARK | AMP VALUE | CLASS | ORDER | METHOD | STATE |
|------------|-----------|-------|-------|------------------------|--------|
| S.S.M.1574 | 7.412 | LC | L3 | SONS | FOUND |
| P.M.1463 | 13.256 | D | L3 | SONS | FOUND |
| B.M.1 | 17.155 | D | NA | DIFFERENTIAL LEVELLING | PLACED |
| B.M.2 | 16.155 | D | NA | DIFFERENTIAL LEVELLING | FOUND |

DATE OF SONS AND VALUES: 30-09-2019
 HEIGHT DATUM: AHD 71

| MARK | MGA COORDINATES | CLASS | ORDER | METHOD | STATE |
|------------|-----------------------------|-------|-------|-----------|-------|
| S.S.M.1574 | 304.631208 6 171 362.504 | A | 1 | FROM SONS | FOUND |
| S.S.M.1579 | 304.614438 6 171 267.372 | B | 2 | FROM SONS | FOUND |
| P.M.1463 | 304.563774 6 171 524.927 | B | 2 | FROM SONS | FOUND |

DATE OF SONS COORDINATES: 30-09-2019
 MGA ZONE: 56
 COMBINED SCALE FACTOR: 1.00085
 MGA DATUM: GDA94

| MARK | MGA COORDINATES | CLASS | ORDER | METHOD | STATE |
|----------|--------------------|--------------|-------|--------|-------|
| P.M.1463 | 175.853 175.846 | MGA (GROUND) | | | |
| P.M.1463 | 175.853 175.846 | MGA (GROUND) | | | |

| | | |
|---|---|-----------------------|
| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 1 sheet(s) |
| Registered:  27.11.2019 Title System: TORRENS | Office Use Only <h1 style="margin: 0;">DP1257860</h1> | Office Use Only |
| PLAN OF EASEMENTS WITHIN LOT 201 DP1234034 AND LOT 9 DP238804 | LGA: SHELLHARBOUR Locality: SHELLHARBOUR Parish: TERRAGONG County: CAMDEN | |
| <p style="text-align: center;">Survey Certificate</p> I, David Armstrong of T 5, 224 CENTRAL COAST HIGHWAY, ERINA 2250..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on . 03-10-2019 , or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X-Y..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 11/11/2019 Surveyor Identification No: 8909..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | <p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: <p style="text-align: center;">Subdivision Certificate</p> I..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.100J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable. | |
| Plans used in the preparation of survey/compilation. DP 1234034 DP 1235035 DP 238804 | Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. | |
| Surveyor's Reference: 101667-E1 | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | |

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only
Registered:  27.11.2019

Office Use Only
DP1257860

**PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804**

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:

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

1. EASEMENT FOR INDOOR SUBSTATION (A) *5.7 wide - Limited in stratum*
2. EASEMENT FOR UNDERGROUND CABLES (B) *3 wide*
3. RIGHT OF ACCESS (C) - *Entire lot*
4. RIGHT OF ACCESS (D) - *Entire lot*
5. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (E) - *variable width*

Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608 545 491)
pursuant to section 127 of the corporations act 2001 by:


.....
DIRECTOR SIGNATURE


.....
DIRECTOR/SECRETARY SIGNATURE


.....
DIRECTOR NAME


.....
DIRECTOR/SECRETARY NAME

.....
~~MORTGAGEE (AN316053)~~


If space is insufficient use additional annexure sheet

Surveyor's Reference: 101667-E1

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  27.11.2019

Office Use Only
DP1257860

~~PLAN OF EASEMENTS AND RESTRICTION~~
~~ON THE USE OF LAND WITHIN LOT 201~~
DP1234034 AND LOT 9 DP238804

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

Subdivision Certificate number:
Date of Endorsement:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.



The COMMON SEAL of the COUNCIL
OF THE CITY OF SHELLHARBOUR
was affixed on the 17th day of
October 2019

in pursuance of a resolution of Council
passed on the 11th day of December 2018

Marianne Shultz
.....
Mayor

J. Lepouras
.....
General Manager
Public Officer

.....
SHELLHARBOUR CITY COUNCIL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 101667-E1


PLAN FORM 6A (2012)



WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

| | |
|--|--|
| <p>Office Use Only</p> <p>Registered:  27.11.2019</p> <p>PLAN OF EASEMENTS WITHIN LOT 201 DP1234034 AND LOT 9 DP238804</p> <p>Subdivision Certificate number: _____</p> <p>Date of Endorsement: _____</p> | <p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1257860</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
|--|--|

| | |
|---|--|
| <p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p> <p> Signature of Witness: _____</p> <p>Name of Witness: <u>Sharon Samuels</u></p> <p>Address of Witness: 150 Collins Street Melbourne VIC 3000</p> | <p>Certified correct for the purposes of the Real Property Act 1900 by the <u>Martina Jaishinta Nair</u></p> <p>SIGNED by _____ as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book 4299 no. 332</p> <p> (Signature) <u>Tie Three Attorney</u></p> <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p> |
|---|--|

**s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16035 DP

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

Sheet 1 of 7

Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804

**Full name and address
of the owners of the land:**

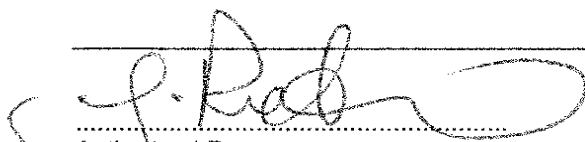
Addison Street Developments PTY LTD
ACN: 608 545 491
C/- 80 Bridge Road
Nowra NSW 2541

Shellharbour City Council
Locked Bag 155
Shellharbour City Centre
NSW 2529

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|-------------------------------|--|
| 1 | Easement for Indoor Substation (A) <i>5.7 wide - Limited in Stratum</i> | 201/DP1234034 | Epsilon Distribution Ministerial Holding Corporation |
| 2 | Easement for Underground Cables (B) <i>3 wide</i> | 9/DP238804 | Epsilon Distribution Ministerial Holding Corporation |
| 3 | Right of Access (C) - <i>Entire lot</i> | 9/DP238804 | 201/DP1234034 |
| 4 | Right of Access (D) - <i>Entire lot</i> | 9/DP238804 | Epsilon Distribution Ministerial Holding Corporation |
| 5 | Easement to Permit Encroaching Structure to Remain (E) - <i>variable</i> | 9/DP238804 | 201/DP1234034 |

width


.....
Authorised Person
Epsilon Distribution Ministerial Holding Corporation

8/10/2019
.....
Date

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

Sheet 2 of 7

Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804

Part 2 (Terms)

1. Terms of Easement (LIMITED IN STRATUM) numbered 1 in the plan.

1.0 Definitions:


- 1.1 building means the building within which the electrical equipment is located.
- 1.2 easement site means that part of the lot burdened that is affected by this easement.
- 1.3 electrical equipment includes electrical transformer, electrical switchgear, electrical cable, duct, services, ventilation, and ancillary equipment.
- 1.4 Epsilon Distribution Ministerial Holding Corporation means Epsilon Distribution Ministerial Holding Corporation and its successors (who may exercise its rights by any persons authorised by it).
- 1.5 install includes construct, repair, replace, maintain, modify, use, and remove.
- 1.6 owner means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 1.7 services includes electricity, gas, telephone, communications, water, sewage, and drainage services.

2.0 Epsilon Distribution Ministerial Holding Corporation may:

- 2.1 install electrical equipment within the easement site,
- 2.2 use the electrical equipment for the transmission of electricity,
- 2.3 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.4 install its own security doors to gain access to the electrical equipment and to prevent access by others, and
- 2.5 install conduits, cables, and pipes on, under or through the building for the purpose of connecting the electrical equipment with any services and to operate those services.

3.0 Epsilon Distribution Ministerial Holding Corporation agrees that it will not cut, drill, alter or demolish any part of the building necessary to install or operate the electrical equipment without the written permission of the owner and in accordance with such conditions as the owner may reasonably impose.

4.0 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to


.....
Authorised Person
Epsilon Distribution Ministerial Holding
Corporation

8/10/2019
.....
Date

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

Sheet 3 of 7

Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804

the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.

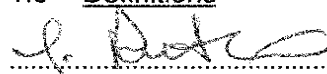
- 5.0 The owner agrees that, without the written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
- 5.1 install or permit to be installed any thing within the easement site, or
 - 5.2 interfere with, allow to be interfered with, or prevent the ventilation of the easement site, or
 - 5.3 direct or allow to be directed drainage into the easement site, or
 - 5.4 do or permit to be done anything that restricts access to the easement site by the Epsilon Distribution Ministerial Holding Corporation
- 6.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

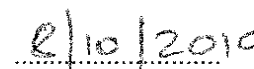
2. Terms of Easement numbered 2 in the plan.

The terms set out in Memorandum No. AK104616 registered at NSW Land Registry Services are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

3. Terms of Right of Access numbered 4 in the plan.

1.0 Definitions


.....
Authorised Person
Epsilon Distribution Ministerial Holding Corporation


.....
Date

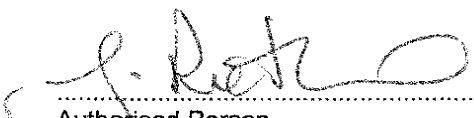
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

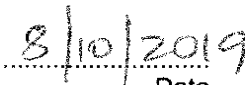
Sheet 4 of 7

Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804

- 1.1 **access site** means that part of the lot burdened that is affected by this right of access.
 - 1.2 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
 - 1.3 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 2.0 Epsilon Distribution Ministerial Holding Corporation may:
- 2.1 by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and
 - 2.2 do anything reasonably necessary for passing across the access site, including:
 - 2.2.1 entering the lot burdened, and
 - 2.2.2 taking anything on to the lot burdened, and
 - 2.2.3 carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 3.0 In exercising the rights set out in clause 2, Epsilon Distribution Ministerial Holding Corporation must:
- 3.1 ensure all work is done properly, and
 - 3.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - 3.3 cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - 3.4 restore the lot burdened as nearly as is practicable to its former condition, and
 - 3.5 make good any collateral damage.


.....
Authorised Person
Epsilon Distribution Ministerial Holding Corporation


.....
Date

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

Sheet 5 of 7

Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

4.1 Notwithstanding any other provision in this right of access, the owner grants to Epsilon Distribution Ministerial Holding Corporation the right of access and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

**The COMMON SEAL of the COUNCIL
OF THE CITY OF SHELLHARBOUR**
was affixed on the 17th day of
October 2017

in pursuance of a resolution of Council
passed on the 11th day of December 2018

Marianne Daliba
.....
Mayer

[Signature]
.....
General Manager
Public Officer



SHELLHARBOUR CITY COUNCIL ABN: 78392 627 134
Signed on behalf of ~~THE COUNCIL OF THE CITY OF SHOALHAVEN ABN 59 855~~
~~182 344~~ by its authorised delegate pursuant to S.377 Local Government act
1919, in the presence of:

[Signature]
.....
Authorised Person
Epsilon Distribution Ministerial Holding
Corporation

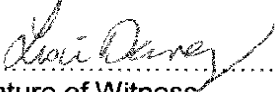
8/10/2019
.....
Date

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

Sheet 6 of 7

Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804


.....
Signature of Witness

LISA DAREY
.....
Name of Witness


76 CYGNET AVENUE
.....
Address of Witness SHELLHARBOUR CITY CENTRE


.....
Authorised Delegate

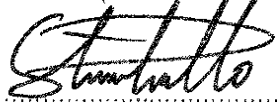
Public Officer
.....
Name

Flora Lepourd
.....
Office Held

Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608 545 491)
pursuant to section 127 of the corporations act 2001 by:


.....

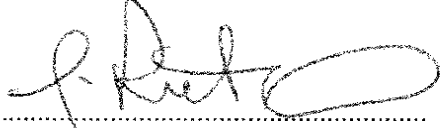
DIRECTOR SIGNATURE


.....

DIRECTOR/SECRETARY NAME

BRETT SUTCLIFFE
.....
DIRECTOR NAME

STEVEN COELHO
.....
DIRECTOR/SECRETARY NAME


.....
Authorised Person
Epsilon Distribution Ministerial Holding Corporation

8/10/2019
.....
Date

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

Sheet 7 of 7

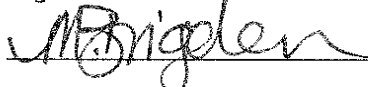
Plan: **DP1257860**

PLAN OF EASEMENTS WITHIN LOT 201
DP1234034 AND LOT 9 DP238804

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:

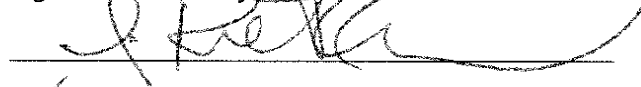


Name of witness:

MATTHEW BRIGOEN A)

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

~~Simon Lawton~~ Geoff Riethmuller
Strategic Property Manager

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book: 4754

No: 482

EE reference: UML 8401

Date: 8 October 2019

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]

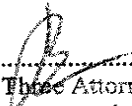
Signature of Witness: 

Name of Witness: Sharon Samuels

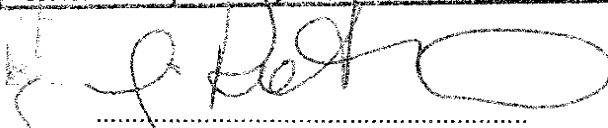
Address of Witness: 150 Collins Street
Melbourne VIC 3000

Certified correct for the purposes of the Real Property Act 1900 by the Monty Angel

SIGNED by Jaishinta Nair as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book 4299 no. 332

(Signature)  Tier Three Attorney
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

**s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*



Authorised Person
Epsilon Distribution Ministerial Holding Corporation

8/10/2019
Date

PLAN FORM 2 (A2)

DP1257861

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

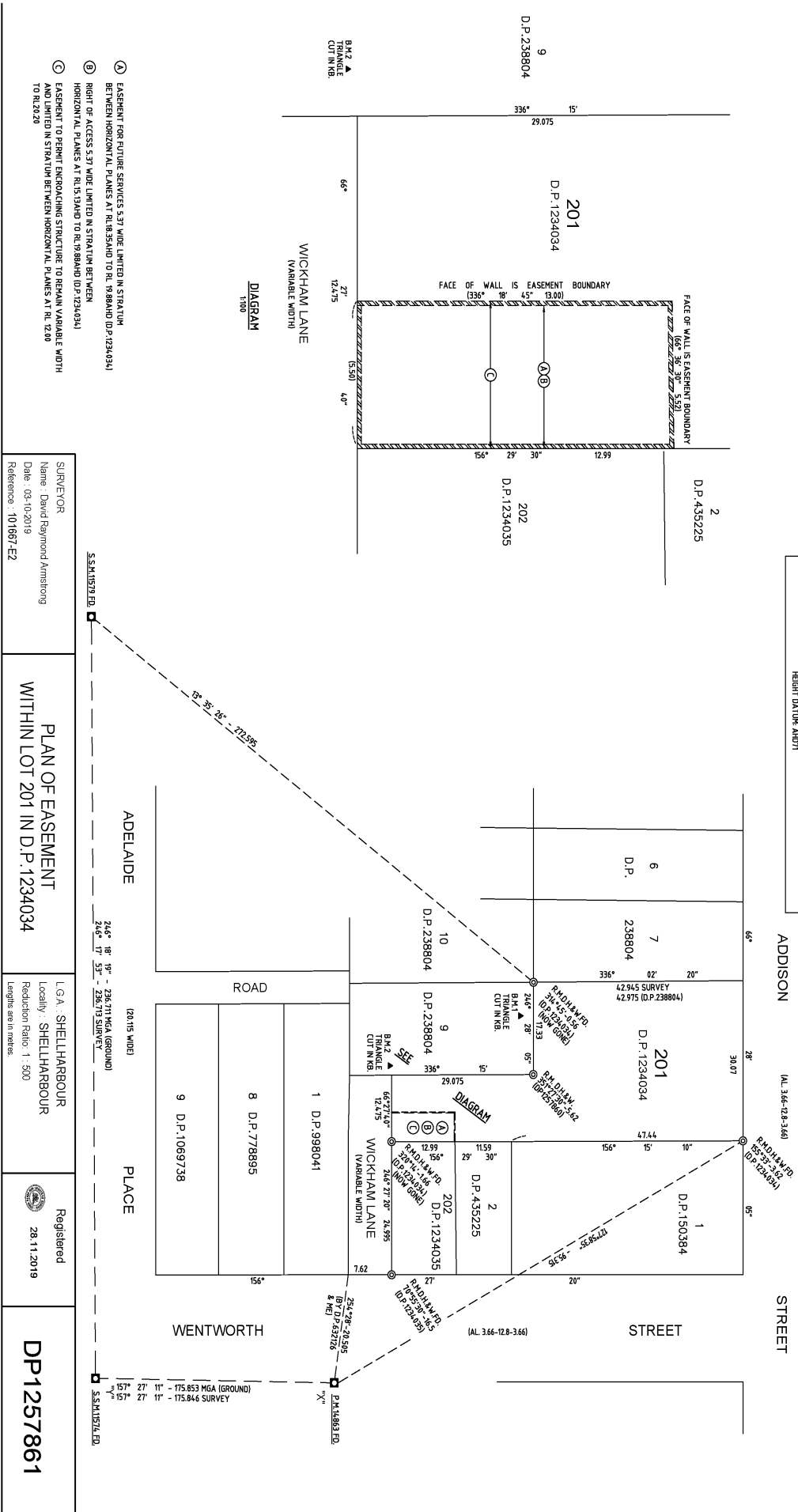
efham

Sheet 1 of 1 Sheets

| HEIGHT SCHEDULE | | | | | |
|-------------------------------------|-----------|-------|-------|----------------------|-------|
| MARK | AND VALUE | CLASS | ORDER | METHOD | STATE |
| S.S.M 157/L | 7.12 | LC | L3 | SCMS | FOUND |
| P.M 146/3 | 12.26 | LC | L3 | SCMS | FOUND |
| B.M 1 | 11.95 | 0 | NA | DP1257860 | FOUND |
| B.M 2 | 16.35 | 0 | NA | DP1234034 | FOUND |
| DATE OF SCMS AND VALUES: 30-09-2019 | | | | HEIGHT DATUM: AND 71 | |

| HEIGHT DIFFERENCE SCHEDULE | | | |
|----------------------------|-------------|-------------------|-------------------------|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| S.S.M 157/L | P.M 146/3 | -5.84 | DIFFERENTIAL LEVELLING |
| P.M 146/3 | B.M 2 | -2.879 | DIFFERENTIAL LEVELLING |
| B.M 2 | B.M 1 | -1.020 | TRIGONOMETRIC HEIGHTING |
| B.M 1 | B.M 2 | 1.020 | TRIGONOMETRIC HEIGHTING |
| B.M 2 | P.M 146/3 | 2.879 | DIFFERENTIAL LEVELLING |
| P.M 146/3 | S.S.M 157/L | 5.84 | DIFFERENTIAL LEVELLING |
| HEIGHT DATUM: AND71 | | | |

| COORDINATE SCHEDULE | | | | | | |
|--------------------------------------|-----------------|---------------|-------|--------------------------------|-----------|-------|
| MARK | MGA COORDINATES | | CLASS | ORDER | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| S.S.M 157/L | 304 631.208 | 6 171 362.504 | A | 1 | FROM SCMS | FOUND |
| S.S.M 157/9 | 304 416.438 | 6 171 267.372 | B | 2 | FROM SCMS | FOUND |
| P.M 146/3 | 304 563.774 | 6 171 526.927 | B | 2 | FROM SCMS | FOUND |
| DATE OF SCMS COORDINATES: 30-09-2019 | | | | MGA ZONE: 56 | | |
| | | | | COMBINED SCALE FACTOR: 1.00003 | | |





- Ⓐ EASEMENT FOR FUTURE SERVICES 3.37 METER WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 89.840 TO RL 89.890 (D.P. 1234034)
- Ⓑ RIGHT OF ACCESS 3.37 METER WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 89.840 TO RL 89.890 (D.P. 1234034)
- Ⓒ EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH AND LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 82.00 TO RL 82.20

SURVEYOR
 Name: David Raymond Armstrong
 Date: 03-10-2019
 Reference: 101667-E2


PLAN OF EASEMENT
 WITHIN LOT 201 IN D.P. 1234034

L.G.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Reduction Ratio: 1:500
 Lengths are in metres

Registered
 28.11.2019
 DP1257861

| | | | | | |
|---|--|---|--|-----------------------|--|
| PLAN FORM 6 (2017) | | DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 3 sheet(s) | |
| Registered:  28.11.2019 | | Office Use Only | | Office Use Only | |
| Title System: TORRENS | | DP1257861 | | | |
| PLAN OF EASEMENT WITHIN LOT 201 DP1234034 | | LGA: SHELLHARBOUR Locality: SHELLHARBOUR Parish: TERRAGONG County: CAMDEN | | | |
| Survey Certificate | | Crown Lands NSW/Western Lands Office Approval | | | |
| I, David Armstrong of T 5, 224 CENTRAL COAST HIGHWAY, ERINA 2250 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: | | I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. | | | |
| * (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on . 03-10-2019 , or | | Signature: | | | |
| * (b) The part of the land shown in the plan ("being"/"excluding" | | Date: | | | |
|) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or | | File Number: | | | |
| * (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . | | Office: | | | |
| Datum Line: X-Y | | Subdivision Certificate | | | |
| Type: *Urban/*Rural | | I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. | | | |
| The terrain is *Level-Undulating / *Steep-Mountainous. | | Signature: | | | |
| Signature:  Dated: 11/11/2019 | | Accreditation number: | | | |
| Surveyor Identification No: 8909..... | | Consent Authority: | | | |
| Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> | | Date of endorsement: | | | |
| *Strike out inappropriate words. | | Subdivision Certificate number: | | | |
| **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | | File number: | | | |
| *Strike through if inapplicable. | | Plans used in the preparation of survey/compilation: | | | |
| DP 1234034 DP 1235035 DP 238804 | | Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. | | | |
| Surveyor's Reference: 101667-E2 | | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | | | |

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s)

| | |
|--|---|
|  28.11.2019 Office Use Only | Office Use Only |
| Registered: PLAN OF EASEMENT WITHIN LOT 201 DP1234034 | DP1257861 |
| Subdivision Certificate number: Date of Endorsement: | This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |

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

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH(C) - LIMITED IN STRATUM

Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608 545 491)
pursuant to section 127 of the corporations act 2001 by:


.....
DIRECTOR SIGNATURE

Brett Sutcliffe
.....
DIRECTOR NAME


.....
DIRECTOR/SECRETARY SIGNATURE

STEVEN COELHO
.....
DIRECTOR/SECRETARY NAME

.....
MORTGAGEE (AN316053)


If space is insufficient use additional annexure sheet

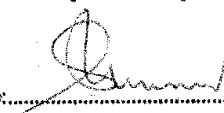


Surveyor's Reference: 101667-E2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet **3** of **3** sheet(s)

| | |
|---|---|
| <p>Registered:  28.11.2019 Office Use Only</p> <p>PLAN OF EASEMENT WITHIN LOT 201 DP1234034</p> <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p> | <p>Office Use Only</p> <h1 style="margin: 0;">DP1257861</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
|---|---|

| | |
|---|--|
| <p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p> <p>Signature of Witness: </p> <p>Name of Witness: <u>Sharon Samuels</u></p> <p>Address of Witness: 150 Collins Street Melbourne VIC 3080</p> | <p>Certified correct for the purposes of the Real Property Act 1900 by the </p> <p>SIGNED by <u>Jaishinta Nair</u> as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book 4299 no. 332</p> <p> (Signature) Tier Three Attorney</p> <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p> |
|---|--|

*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

If space is insufficient use additional annexure sheet

Surveyor's Reference: **16035 DP**

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

ePlan

Sheet 1 of 2

Plan: **DP1257861**

PLAN OF EASEMENT WITHIN LOT 201
DP1234034

**Full name and address
of the owners of the land:**

Addison Street Developments PTY LTD
ACN: 608 545 491
C/- 80 Bridge Road
Nowra NSW 2541

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|-------------------------------|--|
| 1 | Easement to Permit Encroaching Structure to Remain variable width [C] - LIMITED IN STRATUM | 201/DP1234034 | 202/1234035 |

Part 2 (Terms)

1. Terms of Easement (LIMITED IN STRATUM) numbered 1 in the plan.

- 1.1. Full and free right for the subjacent and lateral support of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this Easement effective.
 - 1.2. Full and free right for the shelter of that part of the Building erected on the Lot Benefited by all such other parts of the Building erected on the Lot Burdened as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this Easement effective.
-
-

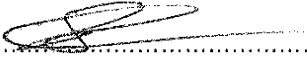
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
Sheet 2 of 2

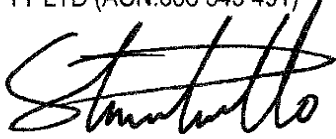
Plan: **DP1257861**

PLAN OF EASEMENT WITHIN LOT 201
DP1234034


Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608 545 491)
pursuant to section 127 of the corporations act 2001 by:


.....

DIRECTOR SIGNATURE


.....

DIRECTOR/SECRETARY NAME

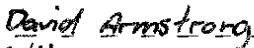

.....

DIRECTOR NAME


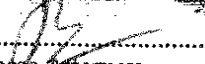

.....

DIRECTOR/SECRETARY NAME


.....
Witness Signature


.....
Witness Name


.....
Witness Address

| | |
|--|---|
| <p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p> | <p>Certified correct for the purposes of the Real Property Act 1900 by the <u>Mortgagee</u></p> |
| <p>Signature of Witness: </p> | <p>SIGNED by <u>Jaishinta Nair</u> an attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered Book <u>4299</u> no. 332</p> |
| <p>Name of Witness: <u>Sharon Samuels</u></p> | <p> (Signature) Tier Three Attorney</p> |
| <p>Address of Witness: <u>150 Collins Street</u> <u>Melbourns VIC 3080</u></p> | <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p> |
| <p><i>*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation</i></p> | |

.....
MORTGAGEE (AN316053)

REGISTERED  28.11.2019

Lodger Details

Lodger Code 502547
Name PDC LAWYERS & TOWN PLANNERS
Address PO BOX 214
WOLLONGONG 2520
Lodger Box 1W
Email LORRI@PDCLAWYERS.COM.AU
Reference 21/2049 SP10056

Land Registry Document Identification

AR123469

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/SP100560 | N | |

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100560
Non-government statutory entity

Meeting Date

29/01/2021

Repealed by-law No.

Details N/A

Added by-law No.

Details N/A

Amended by-law No.

Details 17 AND 18

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

SIGNING FOR APPLICANT PARTY

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. SP100560
Signer Name LORRI FIELD
Signer Organisation PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 08/06/2021

Approved Form 10

Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 100560

*That the initial period has expired

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

The seal of the Owners – Strata Plan 100560 was affixed on 24.5.21 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature: David Paternoster

Common Seal

Name: David Paternoster

Date: 24.5.21



^ Insert appropriate date

*Strike though if inapplicable



Strata Schemes Management Act 2015
MINUTES OF THE ANNUAL GENERAL MEETING
THE OWNERS – STRATA PLAN 100560
23 Addison Street Shellharbour

The Annual General Meeting of the Owners - Strata Plan No 100560 will be held onsite at 23 Addison Street Shellharbour on Friday 29 January 2021 at 6.00 pm

Present Personally: Owners representing Lot 1, 2,3,6,7,8,9,11,12,14,17,19,21
Voting Paper: Lot 5,20
Apologies: Lots 3
Chairperson: David Paternoster (Integrity Strata) was elected Chairperson
Quorum: The Chairperson declared a quorum present and opened the meeting at 6.20 pm

MOTION 1 - Minutes

Resolved that the minutes of the previous general meeting recorded by the Owners Corporation be confirmed as a true and accurate account of the proceedings at that meeting.

MOTION 2 – Strata Committee

Resolved that the number of Strata Committee members be determined at six with the members being V Robinson – L11, M Silarski – L8, C Sears -L9, M Hutchinson -L1, M Tame – L12, B Moller – L2

MOTION 3 – Restricted Matters

Resolved that apart from those matters stated in the legislation, there is no other matter or class of matter that must be determined by resolution of the Owners Corporation.

MOTION 4 – Key Financial Information

Resolved that the statement of key financial information for the administrative and capital works fund prepared in accordance with the legislation and circulated with this notice are confirmed.

It was noted that the treasurer of the Owners Corporation had reviewed the financial accounts of the Owners Corporation.

It was confirmed that the Owners Corporation was in a financial deficit due to unforeseen expenses.

It was confirmed that levy payments had been received leading up to the meeting; however, further invoices had been received.

The Chairperson confirmed that the Owners Corporation could consider a special levy or a gradual increase of quarterly levies to address their deficit.

The owners discussed seeking reimbursement from Otis for invoices billed during their warranty period, and it was agreed that the Strata Manager seek full reimbursement.

The owners discussed the impact in which building reports without specific funding had on their final financial position. The owners agreed that large once-off expenses should go to a general meeting to a vote and to consider a special levy to fund.

MOTION 5 – Appointment of Auditor

THAT the Owners Corporation choose not to appoint an auditor but look to review at the next AGM.

MOTION 6 – Capital Works Fund

Resolved THAT per section 80 of the *Strata Schemes Management Act 2015*,

- (a) the Owners Corporation acknowledges receipt of the Capital Works Fund Plan prepared by a suitably qualified consultant. The last obtained Capital Works Fund Plan: 26/03/2020
- (b) That the Owners Corporation revise and replace the Capital Works Fund Plan and that the Strata Managing Agent be authorised to instruct the suitably qualified consultant.

The Chairperson moved that the motion be deferred until the next AGM as the Capital Works Fund Plan was carried out in 2020. The owners in attendance voted in favour of discussing the motion at the next AGM.

MOTION 7 – Adoption of Budget

7.1 **Resolved** that the contributions to the administrative fund are approved in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **\$120,144.00** p a;

7.2 **Resolved** that contribution to the capital works fund are approved in accordance with Section 79 of the Strata Schemes Management Act 2015 and determined in accordance with Section 81 of the Strata Schemes Management Act 2015 at **\$5,000.00** p.a;

- (a) The proportion of the said contributions payable by the owner of each lot shall be in accordance with the proposed levy schedule approved at the meeting.
- (b) That both contributions be paid in equal quarterly instalments in advance commencing from 1st Levy period after the Annual General Meeting.

7.3 That the Administrative Fund and the Capital Works Fund contributions be continued at quarterly intervals commencing on 01/03/2021 until further determined.

The Chairperson confirmed that the budget is given to the Owners Corporation and that the meeting was within their right to alter and amend the budget.

That Chairperson noted that it was recommended that the Owners Corporation raise their levies significantly to address the shortfall and negative financial position of the Owners Corporation.

It was discussed and agreed that the levies should be reviewed at the next AGM and adjusted pending the Strata Plan's financial position.

Rod Eagle as company nominee of Lot 3 raised concerns with line items within the budget was overstated and needed review. The Chairperson agreed that some of the line projections had been inflated but only due to recovery of expenses unbudgeted for in the previous financial year.

The Chairperson explained that the Owners Corporation had spent \$142,879.97 in the previous financial year and that \$37557.60 could be removed from the total due to recovery through the building insurance. The Chairperson explained that the annual budget was proposed at \$120,144.00, with a projected surplus of \$14,821.63 after the current financial year's conclusion.

The Chairperson explained that invoices carried over from the previous financial year would need to be factored into the current budget as they carry over as a liability.

The Owners Corporation agreed that it would be irresponsible to lower the levies from the projection but that the levies be reviewed at the next AGM.

MOTION 8 - Insurances

Resolved that the insurances attached to the agenda are authorised and ratified by the Owners Corporation.

And it is further resolved that three quotations where practicable will be arranged before the renewal date and forwarded to the Strata Committee for their consideration. Should the insufficient response be received within the requested timeframe to allow the Strata Manager to renew, then the Strata Manager is authorised to continue with the current insurer.

Further that the Strata Committee be authorised to vary insurances.

MOTION 9 – Safety Audit Report

Resolved that the Owners Corporation choose not to obtain a Safety Audit Report of the common property area.

MOTION 10 – Payment Plans

Resolved that the Owners – Strata Plan **100560** agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata manager and the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

MOTION 11 – Annual Fire Safety Statements

Resolved that the Owners Corporation acknowledges that the fire safety certificate is to be signed by a Strata Committee Representative and the Strata Managing Agent.

It is further agreed that the Owners Corporation continue to implement all such fire safety measures which are annually certified pursuant to the certificate.

The Chairperson notes that one fire-related defect is left to be completed before completing the Annual Fire Safety Statement.

Shellharbour Electrical had been contacted several times to confirm if these works should be covered under warranty or whether they were maintenance items.

The completed Annual Fire Safety Document will be posted on the owners portal when completed.

MOTION 12 – Building Defects

(a) **That** the Owners Corporation resolves by ordinary resolution to consider building defects and rectification and to consider whether the Strata Plan progress the matter further to NCAT. A vote by the Owners Corporation will occur: yes/no or only if further issues arise.

(b) **That** the Owners Corporation resolves by ordinary resolution to engage legal advice and the Strata Manager is authorised to obtain a fee proposal regarding building defects/rectifications.

(c) **That** the Owners Corporation determine whether to appoint a building consultant to prepare a report concerning building defects/rectifications.

The Chairperson confirmed that this is statutory motion and is discussed for the first seven years of the major defects warranty period.

The Chairperson moved that the motion be deferred as building defects had been discussed in detail at the EGM of 17/10/20. The owners agreed in majority to wait to discuss at the next AGM.

MOTION 13–Sewage/Grease Trap

That the Strata Plan discuss the incident of 15/12/20 regarding sewage/grease trap overflow and the resultant \$8335.53 bill. That the Owners Corporation consider the maintenance/pump out and upkeep of the grease trap and consider engaging a lawyer to draft a by-law passing on this responsibility to the lot/s who utilise the grease trap.

The Owners Corporation discussed the events of the 15/12/20 in detail in which sewer overflowed onto the common area of the Strata Plan.

The cause of the blockage in the sewer was determined to be from an extensive build-up of baby wipes, paper towels, ladies sanitary products and discharge of grease into the sewer which from Lot 3 who had connected into the grease trap without any prior notice.

The Owners Corporation requests that the Strata Manager contact the lot owner/agent of unit 3 to ascertain whether the occupant had approval and whether they had organised the grease's removal.

The Owners Corporation via majority vote agrees for the Strata Manager to organise two quotations for a lawyer to draft a by-law passing the responsibility back to the lot owners who use the grease trap.

The Owners Corporation requested that the Strata Manager contact the owner of lot 3 prior as their consent would need to be granted for the by-law to be enforceable.

Motion 14- Rescind & Consolidation of By-Laws

Resolved that the Owners – Strata Plan No. 100560 via a special resolution amend By-Laws 17 & 18 as per Annexure A deemed read and considered.

It is further resolved that pursuant to section 141 of the Strata Schemes Management Act 2015 that the Owners Corporation shall bear all costs incurred in the preparation and registration of the following by-law in favour of each lot:

It is resolved to authorise the Strata Manager to lodge for registration the amendment to the By-Laws.

MOTION 15 - Appointment of Strata Managing Agent

Resolved that the Owners Corporation engages Strata Management Specialists Pty Ltd trading as Integrity Strata for a term of two years commencing on 29/01/2021 and an option period of 3 months as per the MAA for a fee of

strata management specialists pty ltd p 1300 154 797 e enquiries@integritystrata.com w www.integritystrata.com
a PO Box W81, Wollongong West NSW 2500 acn 103 920 903

\$5,000.00 per annum including GST plus disbursements to provide administrative and management services to the Owners Corporation and be authorised to exercise some or all of the functions contained in the Strata Management Agreement included with this notice AND FURTHER that the Integrity Strata manager is authorised and instructed to affix the seal to the agreement witnessed by two (2) committee members, one of whom must be the secretary or an authorised representative of Owners Corporation. If only one person is present at the meeting then that person, and the Strata Managing Agent (under delegated authority) is authorised to sign the agreement under seal on behalf of the Owners Corporation.

MOTION 16 – Unit 208 – Tourist and visitor Accommodation

Resolved that the Owners Corporation do not consent to unit 208/23 Addison Street Shellharbour submitting a DA to change the use of the current property to Tourist and visitor accommodation.

The owners of unit 208 addressed the floor, and they explained that they were facing significant hardship which gave the context of why they wanted to seek approval for the required consent to utilise temporary accommodation.

The owners of unit 208 explained that they wanted to work with the Owners Corporation to address their concerns and ensure that the visitors would follow the owners' by-laws.

The owners in attendance raised concerns regarding security, waste & noise concerns for owners living onsite. The owners raised that the by-laws' enforcement would be difficult with the transient nature of temporary accommodation.

Meeting Closed: 7.44 pm

STRATA COMMITTEE MEETING
Schedule 2
THE OWNERS – STRATA PLAN 100560

The Strata Committee Meeting of the Owners - Strata Plan 100560 was held immediately after the AGM

MOTION 1

ORDINARY RESOLUTION

Resolved that the minutes of the last strata committee meeting of the Owners Corporation be confirmed as a true record of that meeting's proceedings.

MOTION 2

ORDINARY RESOLUTION

(a) **Resolved** that the strata committee elect the following formal office bearers

Chairperson – M Silarski-Lot 8, Treasurer- V Robinson – L11, Secretary -M Hutchinson – L1

(b) **Resolved** that the strata committee elect C Sears & M Silarski to liaise with the Strata Manager and act on behalf of the Owners Corporation and its Strata Committee.

Close of Meeting – 7.55 pm

By-Laws 17 Change in use or occupation of lot to be notified.

1. An owner or occupier of a lot must notify the owners corporation if the owner or occupier changes the existing use of the lot.
2. Without limiting clause 1. the following change of use must be notified:
 - a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in hazardous activity being carried out on the lot, or result in the lot being used for commercial or industrial purposes rather than residential purposes),
 - b) a change to the use of a lot for short term accommodation or holiday letting.
4. the notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By Law 18 Compliance with planning and other requirements.

1. It is prohibited for a lot to be used for the purposes of short term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
2. The owner or occupier of a lot must ensure that the lot is not occupied by more than 2x adults per bedroom.
3. The owner or occupier of the lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
4. The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

Annexure A

Instrument setting out the terms of By-Laws to be created upon registration of the strata plan

By-Law 1. Vehicles

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

By-Law 2. Change to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

By-Law 3. Damage to lawns and plants on common property

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

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

By-Law 4. Obstruction of common property

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

By-Law 5. Keeping of animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owner's Corporation.
- (2) The owner's corporation must not unreasonably withhold its approval or the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 or the Disability Discrimination Act 1992 of the Commonwealth.

By-Law 6. Noise

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

By-Law 7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property,
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier



- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
- (b) without limiting paragraph (a), that invitees comply with clause (1).

By-Law 8. Children playing on common property in building

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owner's corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 9. Smoke Penetration

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:

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

By-Law 10. Preservation of fire safety

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

By-Law 11. Storage of inflammable liquids and other substances and materials

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

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

By-Law 12. Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 1-4.

By-Law 13. Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-Law 14. Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owner's corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

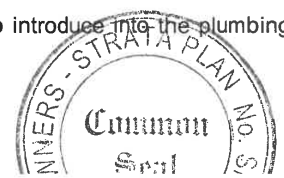
“washing” includes any clothing, towel, bedding or other article of a similar type.

By-Law 15. Disposal of waste-bins for individual lots [applicable where individual lots have bins]

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

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

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- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owner's corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
 - "bin" includes any receptacle for waste
 - "waste" includes garbage and recyclable material.

By-Law 16. Disposal of waste-shared bins for [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
 - "bin" includes any receptacle for waste
 - "waste" includes garbage and recyclable material.

By-Law 17. Change in use or occupation of lot to be notified

- (1) An owner or occupier of a lot must notify the owner's corporation if the owner or occupier changes the existing use of the lot.
- (2) Without limiting clause (1) the following change of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in hazardous activity being carried out on the lot, or result in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short term accommodation or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law 18. Compliance with planning and other requirements

- (1) It is prohibited for a lot to be used for the purposes of short term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more than 2x adults per bedroom.
- (3) The owner or occupier of the lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.
- (4) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.



By-Law 19. Minor Renovations – Applications by lot owners

- (1) In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
 - 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls excluding any load bearing walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,
 - 1.9. installing a reverse cycle split system air conditioner,
 - 1.10. installing double or triple glazed windows
 - 1.11. installing a heat pump,
 - 1.12. installing ceiling insulation,
 - 1.13. installing TV antenna or satellite dishes for pay TV
 - 1.14. installing whirly bird ventilation devices
 - 1.15. installing small awnings or pergolas that do not require council approval and
 - 1.16. any other work added to this list by regulations or by-laws.
- (2) Minor renovations must not involve:
 - 2.1. structural changes,
 - 2.2. changes to the external appearance of a lot, or
 - 2.3. waterproofing.
- (3) Minor renovations do not include:
 - 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,
 - 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.
- (4) Before any building work is started by an owner, the owner of a lot **must** give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:
 - 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - 4.4. arrangements to manage any resulting rubbish or debris
- (5) An owner of a lot must ensure that:
 - 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.
- (6) The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor works.
- (7) This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
- (8) The Strata Committee will not unreasonably withhold its consent to such applications, but applications will only be approved with conditions.
- (9) If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
- (10) The Lot Owner shall:
 - 10.1 Pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - 10.2 Be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the Strata Schemes Management Act 2015 with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
 - 10.3 at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.
- (11) If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
 - 11.1 request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2 by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3 recover the costs of such work from the Owner as a debt due; and
 - 11.4 such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

13 OR 16 DP



The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

By-Law 20. Wet area Major works Renovations

That by special resolution pursuant to ss 108 of the Strata Scheme Management Act 2015(NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration in accordance with Registrar- General's Office:

(a) DEFINITIONS

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (A) "Act" means the Strata Schemes Management Act 2015 (NSW);
 - (B) "Adjacent Common Property" means that part of the common property of the strata plan which is affected by reason of the Bathroom and Kitchen Renovation as defined herein;
 - (C) Wet areas renovations within the Lot including:
 - (aa) Removal and replacement of floor tiling
 - (bb) Waterproofing of the floor and common walls
 - (D) "Lot" means the lot number specified in the Schedule;
 - (E) "Owner" means the registered owner of a Lot;
 - (F) "Works" means all or any maintenance, repair, renewal or replacement the Owner undertakes in respect to any "Wet Area" Renovation
 - (G) Work defined major works
 - (1) Bathroom renovations which involve removal and replacement of tiles, baths, showers, basins and toilets,
 - (2) Laundry renovations which involve removal and replacement of tiles and tubs,
 - (3) Repositioning kitchens, bathrooms and laundries,
 - (4) New plumbing work – for water, drainage or gas lines,
 - (5) Replacement of external windows or doors,
 - (6) Extending into the roof space,
 - (7) Installing a false ceiling, replacing a ceiling,
 - (8) Installing awnings or pergolas,
 - (9) Enclosing balconies Of car spaces,
 - (10) Demolishing walls to create an open plan or to join two adjacent units together,
- (ii) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

(b) RIGHTS & OBLIGATIONS

The Owner is conferred with the special privilege in respect of the common property to renovate and complete at the Owner's expense SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(i) BEFORE INSTALLATION

Prior to renovating any "Wet areas" the Owner must submit to the Strata committee details in writing (and diagrams if requested) the scope of works which must include details of the licence of the contractor and or water proofer.

AND obtain the written approval of the strata committee and who may at its absolute discretion specify in its written approval what reasonable alterations to the plans and specifications is required and the Owner must comply with those alterations;

(ii) LICENSED CONTRACTOR

The Owner shall ensure to undertake the major renovations by a contractor who is duly licensed according to the provisions of the Home Building Act 1989 (NSW);

(iii) INSTALLATION TIMES

The Owner shall perform the renovations so as to cause minimum disturbance and inconvenience to other residents of the strata scheme and only between the hours of 8:00am and 5:00pm Monday to Friday

(iv) RENOVATIONS TO MAJOR WORKS incl "WET AREAS" MAINTENANCE

The Owner shall maintain the renovations in a state of good and serviceable repair and for this purpose shall renew or replace any of the works whenever considered reasonably necessary by the owner's corporation;

(v) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and shall not make any claim against the owners corporation due to any failure of the works

(vi) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this bylaw;

(vii) INDEMNIFY OWNERS CORPORATION

The Owner shall keep the owners corporation indemnified against:

- (A) any claims made against or expenses incurred by the owners corporation and arising out of or caused by the Works, or the use or maintenance of bathroom; and



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- (B) any liability for damage to the works caused by the owners corporation in undertaking any work referred to in s 108 (2) of the Act or in exercising the power of entry conferred by that section;

(viii) INSPECTIONS

The Owner must provide the owner's corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request of the owners corporation:

- (a) before commencement of the Works;
- (b) during the installation of the Works;
- (c) after completion of the Works.
- (d) Owners Corporation may request their preferred contractor to inspect the unit prior to works commencing and after works are completed

(ix) BYLAW BREACH

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may cover the costs of fulfilling such condition as a debt from the Owner.

- (x) Lots effected by this By-Law - all Lots

By Law 21. Signage

(1) The Owner of Occupier of a commercial Lot may, subject to the approval of all other relevant authorities and the Strata Committee, erect a sign or signs that are of a size and dimensions appropriate to the size and location of that Lot within any areas designated by the Owners Corporation for such signs provided that on all cases such signs are immediately adjacent to that relevant Lot and do not materially affect the use or enjoyment of any other Lot or the common property.

(2) The Strata Committee shall not unreasonably withhold approval of signage on a commercial Lot provided it is not offensive, excessively large or obtrusive.

By Law 22. Electronic Service of Documents on Owner of a Lot by Owners Corporation

(1) A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

(2) A document or notice served on an Owner by email in accordance with this Bylaw is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

(3) Electronic Attendance and Voting at General Meetings and Strata Committee Meetings

- i. Owners may attend a general meeting of the Owners Corporation by electronic means using the technologies prescribed by the Strata Committee from time to time.
- ii. Members of the Strata Committee may attend a meeting of the Strata Committee by electronic means using the technologies prescribed by the Strata Committee from time to time.
- iii. Owners may vote on a motion on the agenda of a general meeting of the Owners Corporation by electronic means as following:
 - (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting; or
 - (b) by utilizing any electronic voting platform or portal approved by the Strata Committee from time to time for voting at general meetings.

(4) Members of the Strata Committee may vote on a motion on the agenda of a Strata Committee meeting by electronic means as follows:

- (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting;

(5) If an Owner or member of the strata committee casts a vote by email in accordance with this By-Law, the vote is deemed to have been lodged when transmitted by the sender, provided that the sender does not receive an electronic notification or unsuccessful transmission within 24 hours.

By-Law 23. Lease of Airspace

(1) The Owners Corporation Will enter into an Assignment of Lease in relation to a lease of air space entered into between Shellharbour City Council (as Lessor) and Addison Street Development Pty Limited (ACN 600 545 491) (as Lessee) dated 11 November 2019 (the Lease) so that the owners Corporation shall perform the obligations of the Lessee as stated in the lease.

(2) The Owners Corporation shall indemnify and keep indemnified the Lessee Addison Street Developments Pty Limited and its guarantors, in relation to its obligations pertaining to the terms and conditions set out in the Lease.



15 08/16 DP

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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

| | | |
|-------------------|---|--|
| (A) TORRENS TITLE | For the common property CP/SP 100560 | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any PDC LAWYERS PO BOX 214 WOLLONGONG NSW 2520 Reference: _____ |
| | | CODE CH |

- (C) The Owners-Strata Plan No. 100560 certify that a special resolution was passed on 29/1/2021
- (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. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. 17 AND 18
as fully set out below:
ANNEXURE A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 100560 was affixed on 24/5/2021 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: David Paternoster

Name: DAVID PATERNOSTER

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



Lodger Details

Lodger Code 502458Y
Name PDC LAWYERS & TOWN PLANNERS
Address PO BOX 214
WOLLONGONG 2520
Lodger Box 1W
Email LORRI@PDCLAWYERS.COM.AU
Reference 212049 SP100560

Land Registry Document Identification

AR961676

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/SP100560 | N | |

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100560
Non-government statutory entity

Meeting Date

08/02/2022

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 1 & 2

Amended by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP100560
Signer Name LORRI FIELD
Signer Organisation PLANNING DEVELOPMENT COMMERCIAL LAWYERS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 15/03/2022

Approved Form 10


Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme Strata Plan 100560

*That the initial period has expired

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

The seal of the Owners – Strata Plan 100560 was affixed on 01/03/2022 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: Caitlin Hosking

Date: 01/03/2022

Common Seal



^ Insert appropriate date

*Strike though if inapplicable

Annexure 'C' - BY-LAWS FOR STRATA PLAN 100560

By-Law 1. Vehicles

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

By-Law 2. Change to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owner's corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

By-Law 3. Damage to lawns and plants on common property

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

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

By-Law 4. Obstruction of common property

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

By-Law 5. Keeping of animals

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owner's corporation.



- (2) The owner's corporation must not unreasonably withhold its approval or the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all area of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owner's corporation, provide evidence to the owner's corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

By-Law 6. Noise

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

By-Law 7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property,
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

By-Law 8. Children playing on common property in building

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owner's corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.



By-Law 9. Smoke Penetration

Option A

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

By-Law 10. Preservation of fire safety

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

By-Law 11. Storage of inflammable liquids and other substances and materials

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

By-Law 12. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 1-4.

By-Law 13. Cleaning windows and doors

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



By-Law 14. Hanging out of washing

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

By-Law 15. Disposal of waste-bins for individual lots (applicable where individual lots have bins)

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owner's corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owner's corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
"bin" includes any receptacle for waste



“waste” includes garbage and recyclable material.

By-Law 16. Disposal of waste-shared bins for (applicable where bins are shared by lots)

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must
 - (a) comply with all reasonable directions given by the owner's corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owner's corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
 - “bin”** includes any receptacle for waste
 - “waste”** includes garbage and recyclable material.

By-Law 17. Change in use or occupation of lot to be notified

- (1) An owner or occupier of a lot must notify the owner's corporation if the owner or occupier changes the existing use of the lot.
- (2) Without limiting clause (1) the following change of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in hazardous activity being carried out on the lot, or result in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short term accommodation or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law 18. Compliance with planning and other requirements

- (1) It is prohibited for a lot to be used for the purposes of short term rental accommodation arrangement if the lot is not the principal place of residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the lot.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more than 2x adults per bedroom.



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

By-Law 19. Minor Renovations – Applications by lot owners

- (1) In this By-law “Minor Renovations” include (but are not limited to) work for the purposes of the following:
 - 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls excluding any load bearing walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,
 - 1.9. installing a reverse cycle split system air conditioner,
 - 1.10. installing double or triple glazed windows
 - 1.11. installing a heat pump,
 - 1.12. installing ceiling insulation,
 - 1.13. installing TV antenna or satellite dishes for pay TV
 - 1.14. installing whirly bird ventilation devices
 - 1.15. installing small awnings or pergolas that do not require council approval and
 - 1.16. any other work added to this list by regulations or by-laws.
- (2) Minor renovations must not involve:
 - 2.1. structural changes,
 - 2.2. changes to the external appearance of a lot, or
 - 2.3. waterproofing.
- (3) Minor renovations do not include:
 - 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,
 - 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.
- (4) Before any building work is started by an owner, the owner of a lot **must** give written notice (e.g. complete an application form) in the form provided by the Owner’s Corporation, of the proposed minor renovations/building work, such application to include the following:
 - 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license, and insurances to carry out the work, and



4.4. arrangements to manage any resulting rubbish or debris

- (5) An owner of a lot must ensure that:
- 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.
- (6) The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor works.
- (7) This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
- (8) The Strata Committee will not unreasonably withhold its consent to such applications, but applications will only be approved with conditions.
- (9) If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
- (10) The Lot Owner shall:
- 10.1. Pay to the Owner's Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - 10.2. Be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the *Strata Schemes Management Act 2015* with respect to the repair, maintenance, and insurance relevant to the minor renovations carried out and installed to the Lot; and
 - 10.3. at its own expense, be responsible for the repair, maintenance, and upkeep of the minor renovations to the Lots.
- (11) If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
- 11.1. request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3. recover the costs of such work from the Owner as a debt due; and
 - 11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owner's Corporation incurred in recovering those amounts.

By-Law 20. Wet Area Major Works Renovations

That by special resolution pursuant to Section 108 of the *Strata Scheme Management Act 2015* (NSW) the following addition be made to the by-laws applying to the strata scheme and that notification of this change to the by-laws be lodged for registration in accordance with Registrar-General's Office:



(a) DEFINITIONS

- (i) In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:
- (A) "Act" means the Strata Schemes Management Act 2015 (NSW);
 - (B) "Adjacent Common Property" means that part of the common property of the strata plan which is affected by reason of the Bathroom and Kitchen Renovation as defined herein;
 - (C) Wet areas renovations within the Lot including:
 - (aa) Removal and replacement of floor tiling
 - (bb) Waterproofing of the floor and common walls
 - (D) "Lot" means the lot number specified in the Schedule;
 - (E) "Owner" means the registered owner of a Lot;
 - (F) "Works" means all or any maintenance, repair, renewal or replacement the Owner undertakes in respect to any "Wet Area" Renovation
 - (G) Work defined major works
 - (1) Bathroom renovations which involve removal and replacement of tiles, baths, showers, basins, and toilets,
 - (2) Laundry renovations which involve removal and replacement of tiles and tubs,
 - (3) Repositioning kitchens, bathrooms, and laundries,
 - (4) New plumbing work – for water, drainage or gas lines,
 - (5) Replacement of external windows or doors,
 - (6) Extending into the roof space,
 - (7) Installing a false ceiling, replacing a ceiling,
 - (8) Installing awnings or pergolas,
 - (9) Enclosing balconies of car spaces,
 - (10) Demolishing walls to create an open plan or to join two adjacent units together,
- (ii) Where any words used in this bylaw are defined in the Act they will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

(b) RIGHTS & OBLIGATIONS

The Owner is conferred with the special privilege in respect of the common property to renovate and complete at the Owner's expense SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

(i) BEFORE INSTALLATION

Prior to renovating any "Wet Areas" the Owner must submit to the Strata Committee details in writing (and diagrams if requested) the scope of works which must include details of the licence of the contractor and or water proofer.

AND obtain the written approval of the Strata Committee and who may at its absolute discretion specify in its written approval what reasonable alterations to the plans and specifications is required and the Owner must comply with those alterations;

(ii) LICENSED CONTRACTOR

The Owner shall ensure to undertake the major renovations by a contractor who is duly licensed according to the provisions of the Home Building Act 1989 (NSW);



(iii) INSTALLATION TIMES

The Owner shall perform the renovations so as to cause minimum disturbance and inconvenience to other residents of the strata scheme and only between the hours of 8:00am and 5:00pm Monday to Friday

(iv) RENOVATIONS TO MAJOR WORKS incl "WET AREAS" MAINTENANCE

The Owner shall maintain the renovations in a state of good and serviceable repair and for this purpose shall renew or replace any of the works whenever considered reasonably necessary by the owner's corporation;

(v) COMMON PROPERTY MAINTENANCE

The Owner shall be responsible for the proper maintenance and shall not make any claim against the owner's corporation due to any failure of the works

(vi) DAMAGES

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this by-law;

(vii) INDEMNIFY OWNER'S CORPORATION

The Owner shall keep the owner's corporation indemnified against:

- (A) any claims made against or expenses incurred by the owner's corporation and arising out of or caused by the Works, or the use or maintenance of bathroom; and
- (B) any liability for damage to the works caused by the owner's corporation in undertaking any work referred to in Section 108 (2) of the Act or in exercising the power of entry conferred by that section;

(viii) INSPECTIONS

The Owner must provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request of the owner's corporation:

- (A) before commencement of the Works;
- (B) during the installation of the Works;
- (C) after completion of the Works.
- (D) Owners Corporation may request their preferred contractor to inspect the unit prior to works commencing and after works are completed.

(ix) BYLAW BREACH

Without prejudice to the other rights of the owner's corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owner's corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may cover the costs of fulfilling such condition as a debt from the Owner.

(x) Lots effected by this By-Law - all Lots.

By Law 21. Signage

- (1) The Owner or Occupier of a commercial Lot may, subject to the approval of all other relevant authorities and the Strata Committee, erect a sign or signs that are of a size and dimensions



appropriate to the size and location of that Lot within any areas designated by the Owner's Corporation for such signs provided that on all cases such signs are immediately adjacent to that relevant Lot and do not materially affect the use or enjoyment of any other Lot or the common property.

- (2) The Strata Committee shall not unreasonably withhold approval of signage on a commercial Lot provided it is not offensive, excessively large or obtrusive.

By Law 22. Electronic Service of Documents on Owner of a Lot by Owner's Corporation

- (1) A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.
- (2) A document or notice served on an Owner by email in accordance with this By-law is deemed to have been served when transmitted by the sender, provided that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.
- (3) Electronic Attendance and Voting at General Meetings and Strata Committee Meetings
 - (a) Owners may attend a general meeting of the Owners Corporation by electronic means using the technologies prescribed by the Strata Committee from time to time.
 - (b) Members of the Strata Committee may attend a meeting of the Strata Committee by electronic means using the technologies prescribed by the Strata Committee from time to time.
 - (c) Owners may vote on a motion on the agenda of a general meeting of the Owner's Corporation by electronic means as following:
 - (i) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting; or
 - (ii) by utilizing any electronic voting platform or portal approved by the Strata Committee from time to time for voting at general meetings.
- (4) Members of the Strata Committee may vote on a motion on the agenda of a Strata Committee meeting by electronic means as follows:
 - (a) by sending an email to the strata managing agent at the address nominated by the strata managing agent for the purpose of electronic voting from time to time, no later than 24 hours prior to the commencement of the meeting;
- (5) If an Owner or member of the strata committee casts a vote by email in accordance with this By-Law, the vote is deemed to have been lodged when transmitted by the sender, provided that the sender does not receive an electronic notification or unsuccessful transmission within 24 hours.

By-Law 23. Lease of Airspace

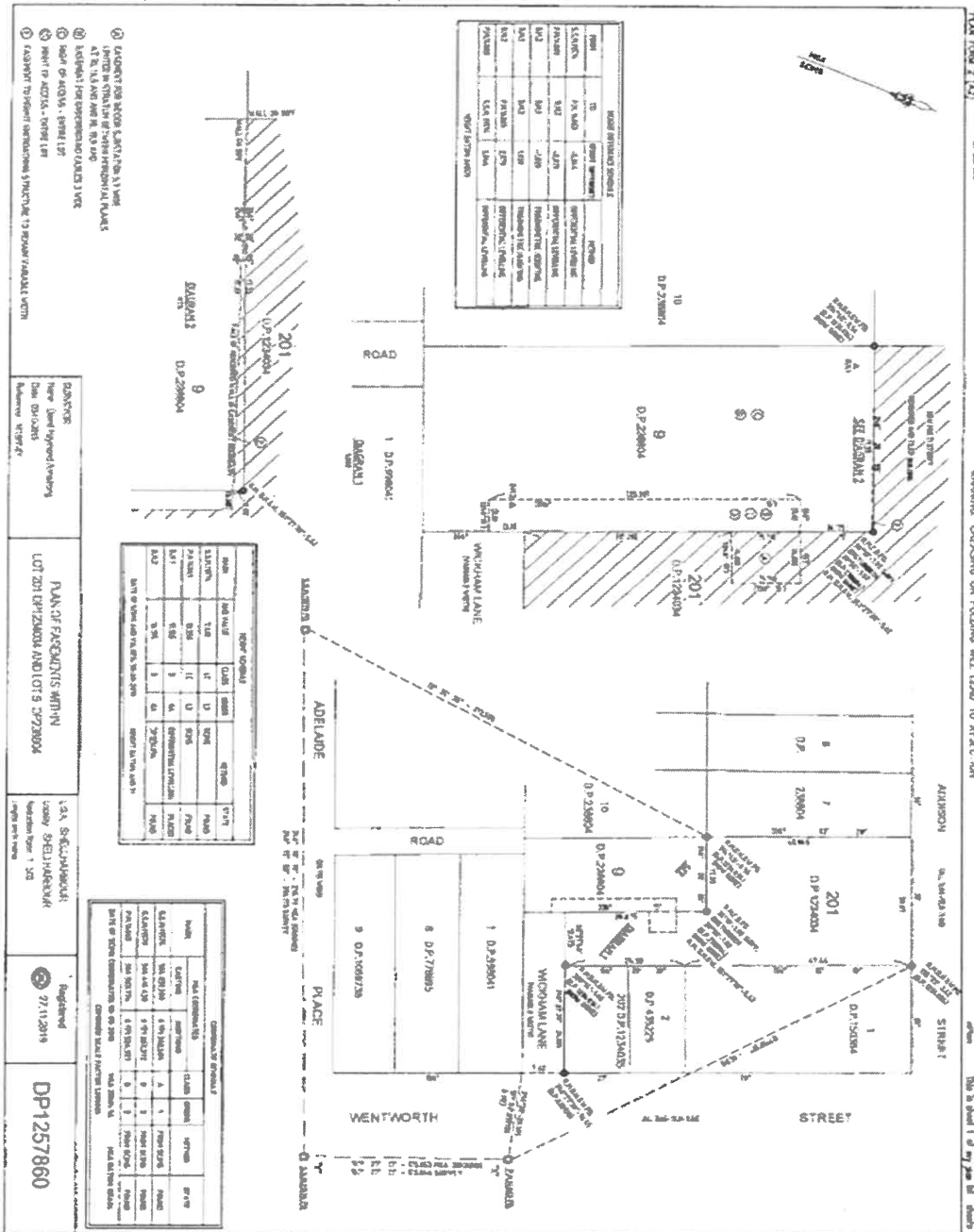
- (1) The Owner's Corporation will enter into an Assignment of Lease in relation to a lease of air space entered into between Shellharbour City Council (as Lessor) and Addison Street Development Pty Limited (ACN 600 545 491) (as Lessee) dated 11 November 2019 (the Lease) so that the Owners Corporation shall perform the obligations of the Lessee as stated in the lease.



- (2) The Owner's Corporation shall indemnify and keep indemnified the Lessee Addison Street Developments Pty Limited and its guarantors, in relation to its obligations pertaining to the terms and conditions set out in the Lease.



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Special By-law 1 Exclusive Use by-law - Grease Trap

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Commercial Pump-out** means the facility which can be used to pump out any grease from the Grease Trap.
- (c) **Common Property** means common property in the Strata Scheme.
- (d) **Exclusive Use Areas** means the Exclusive Use Area 1 and Exclusive Use Area 2.
- (e) **Exclusive Use Area 1** means the area with the approximate dimensions of 3.9 m x 7.9 m shown on the Plan of Exclusive Use Area 1 annexed to this by-law and marked Annexure "A", with a stratum limited in height by the upper surface concrete slab below and the under surface of the concrete slab above, excluding any existing pipework, electrical wiring and ductwork in the area but including the Grease Trap.
- (f) **Exclusive Use Area 2** means the area with the approximate dimensions of 700 mm x 700 mm shown on the Plan of Exclusive Use Area 2 annexed to this by-law and marked Annexure "B", with a stratum limited in height by the upper surface concrete slab below and the under surface of the concrete slab above, excluding any existing pipework, electrical wiring and ductwork in the area but including the Commercial Pump-out.
- (g) **Grease Trap** means the grease arrestor and pump and all associated cables, pipes and any parts replaced on the Grease Trap from time to time.
- (h) **Lot** means lot 3 in the Strata Scheme.
- (i) **Strata Scheme** means the strata scheme created by the registration of strata plan of subdivision registration no. 100560.
- (j) **Owner** means the owner of Lot 3 from time to time.
- (k) **Owners Corporation** means the owners corporation for the Strata Scheme.
- (l) **Pump-out Contracts** means contracts entered into between the Owners Corporation and contractors whereby the contractor(s) agree to pump out, clean and maintain and repair the Grease Trap and dispose of the contents of the Grease Trap on a routine basis, so as to comply with the requirements of any Authority for the pump-out and cleaning of the Grease Trap, and ensure the proper ongoing operation of the Grease Trap.

1.2 In this by-law a word which denotes:



- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
GRANT OF RIGHT**

2.1 The Owner has the exclusive use of the Exclusive Use Areas, subject to the obligations outlined in this by-law.

**PART 3
CONDITIONS**

**PART 3.1
General Conditions**

3.1 The Owner:

- (a) is, subject to clause 3.4, responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Areas;
- (b) must keep the Exclusive Use Areas clean and tidy;
- (c) must only use the Exclusive Use Areas for the intended purpose of operating and maintaining the Grease Trap and the Commercial Pump-out, and they must not be used for any other purpose, including without limitation, for the storage of any property;
- (d) must ensure that liquid does not escape from the Grease Trap, Commercial Pump-out or the Exclusive Use Area;
- (e) must not change the lock on the gate or door for the Exclusive Use Areas;
- (f) is liable for any damage to the Exclusive Use Areas or Common Property arising out of the use of the Exclusive Use Areas; and
- (g) must indemnify the Owners Corporation against any costs or losses arising out of the use of the Exclusive Use Areas.

**PART 3.2
Fee**

3.2 The rights conferred by this by-law are free of any occupation fee, licence fee, rent or payment other than those expressly provided for in this by-law.

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PART 3.3
Cleaning

3.3 The Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair the Exclusive Use Areas.

PART 3.4
Grease Trap Pump-out costs

3.4 The Owner authorise the Owners Corporation to enter Pump-out Contracts from time to time, and the Owner agrees that:

- (a) the Owners Corporation may seek costs from the Owner; and
- (b) amounts invoiced by the Owners Corporation are payable as a debt, and must be paid within 30 days of being invoiced, and if not paid within that 30 days, the Owners Corporation may charge interest on overdue amounts at the same rate as is payable on outstanding strata levies.

PART 3.5
Indemnity and Insurance

3.5 The Owner shall indemnify the Owners Corporation against the following:

- (a) any sum payable by the Owners Corporation by way of increased premiums for effecting and maintaining building damage insurance and/or public liability insurance, where such increase in premiums is the direct or indirect result of the use of the Exclusive Use Areas; and
- (b) any expenses, liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the use of the Exclusive Use Areas by the Owner.

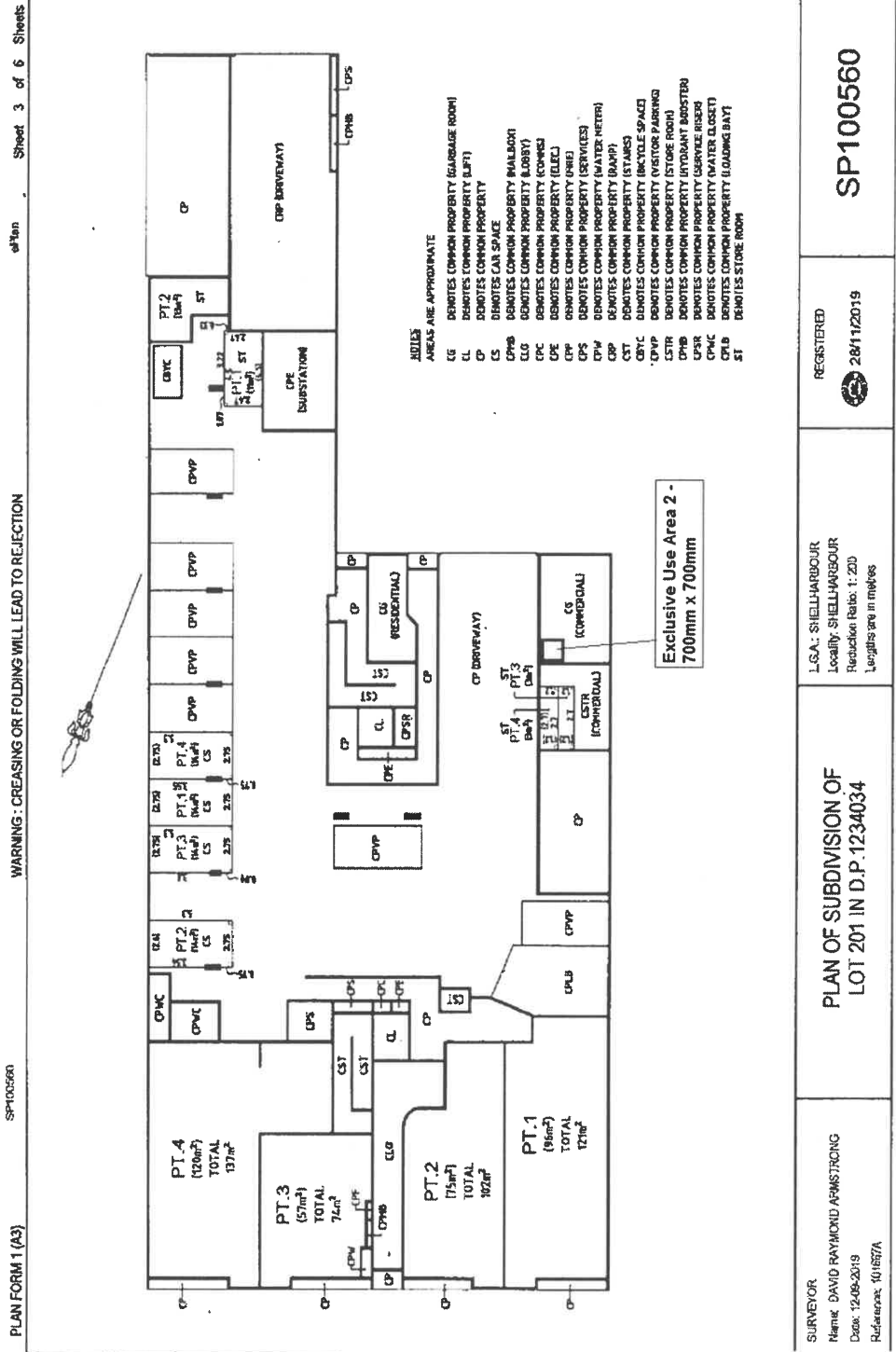
PART 3.6
Default

3.6 Without prejudice to the other rights of the Owners Corporation:

- (a) the Owners Corporation or its agents, employees or contractors may enter upon any part of the Exclusive Use Areas for the purpose of inspecting and determining whether an Owner has complied with this by-law, at any reasonable time; and
- (b) where the Owner fails or neglects to carry out any obligation referred to in this by-law, including the obligation to maintain and repair the Exclusive Use Areas, then the Owners Corporation or its agents, employees or contractors may carry out such obligation and may enter upon any part of the Exclusive Use Areas for that purpose at any reasonable time upon 48 hours prior notice being given to any occupier or Owner and may recover the costs of carrying out that obligation as a debt from the Owner.



ANNEXURE "B" PLAN OF EXCLUSIVE USE AREA 2



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REGISTERED
 28/11/2019
 SP100560

L.S.A.: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Resubdivision: 1: 220
 Lengths are in metres

PLAN OF SUBDIVISION OF
 LOT 201 IN D.P.1234034

SURVEYOR
 Name: DAVID RAYMOND ARMSTRONG
 Date: 12-05-2019
 Reference: 10/1667A



Special By-law 2 Recovery of Administrative & Remedial Costs

This By-law intends to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the negligent activities or behaviour of an owner/s or tenant within the scheme. ii. Examples include but are not limited to additional expenses incurred for remedying By-law breaches, damage caused to the common property because of moving furniture, damage caused to common property as a result of refusing to allow access to a lot,

Examples include but are not limited to;

- Additional expenses incurred for remedying By-law breaches,
- Damage caused to the common property because of careless or reckless moving of items in or out of an owner/occupant's lot,
- Damage caused to common property as a result of refusing to allow access to a lot,
- Fines or call-out,
- Fees imposed by the NSW Fire Brigades due to false alarms,
- Costs of removing abandoned goods and/or furniture,
- Failure to comply with NSW COVID-19 Public Health Order rules applicable to Strata Schemes. This includes but is not limited to the deep cleaning of the complex following a breach of NSW COVID guidelines Public Health Order rules or stay at home directions issued by NSW Health.

(a) Definitions

- (i) Terms used in this By-law which are defined in the Strata Schemes Management Act 2015, have the same meaning given to them in that Act
- (ii) The following terms are defined to mean: **"Administrative Cost"** means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
- (iii) **"Owners Corporations Agents"** means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
- (iv) **"The Act"** means the Strata Schemes Management Act 2015
- (v) **"Other Authorities"** includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Safe Work NSW.
- (vi) **"Increases in Insurance Premiums"** means increases in the Owners Corporations building insurance or public liability premiums
- (vii) **"Negligent Activities or Behaviour"** is the breaching a duty of care by doing, or failing to do something that a reasonable person would, or would not, do and which as a result, causes damage, injury or loss to common property or another person.



[Handwritten signature]

(b) Rights and Obligation of Owners

- (i) A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- (ii) A lot owner must take all reasonable steps to ensure that any occupier of their lots complies with all bylaws;
- (iii) This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each), and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- (iv) Where an administrative cost has been applied according to this By-law, a lot owner may ask the Owners Corporation that the administrative fee be reduced or waived.
- (v) In the event the Owners Corporation rejects a request made by a lot owner according to sub-clause (b) above, all charges imposed by this By-law shall stand.

(c) Rights, Powers and Obligations of the Owners Corporation

- (i) The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- (ii) The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the Strata Committee or Owners Corporation has approved the proposed fee;
- (iii) The Owners Corporation shall have the power to recover all costs outlined in clause (b) above from a lot owner as a debt by way of a levy charged to the lot;
- (iv) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (v) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (vi) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act



Form: 15CH
Release: 2.0

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

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

**Strata Schemes Management Act 2015
Real Property Act 1900**

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

(A) **TORRENS TITLE**

| |
|---|
| For the common property CP / SP 100560 |
|---|

(B) **LODGED BY**

| | | |
|-------------------------|--|-----------------------|
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any PDC Lawyers PO Box 214 WOLLONGONG NSW 2500 | CODE CH |
| | Reference: <input type="text"/> | |

- (C) The Owners-Strata Plan No. 100560 certify that a special resolution was passed on 8/2/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 1 & 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

- (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 C
- (G) The seal of The Owners-Strata Plan No. 100560 was affixed on 1/3/2022 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: CAITLIN HOSKING

Authority: STRATA MANAGER

Signature:

Name:

Authority:



Applicant:

Conveyancing Choice Illawarra
176 Princes Highway
DAPTO NSW 2530

angela@conveyancingchoice.com.au

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

Applicants Reference: AM: 2024/0021 MORALES

Certificate No: PL1576/2024

Print Date: 26 July 2024

LAND DESCRIPTION:

6/23 Addison Street SHELLHARBOUR NSW 2529

Lot 10 SP 100560

Land ID: 36368

Disclaimer

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

Title Information

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

Inspection of the land

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

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

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

1. Name of Relevant Planning Instruments and DCPs

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

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

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

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website www.planning.nsw.gov.au and the Legislation website www.legislation.nsw.gov.au for details on State Environmental Planning Policies.

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

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

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

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

Technical Policies

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

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

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

Changes to create Low & Mid Rise Housing

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

- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

It also proposes changes to:

- the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

-
- a railway station;
 - the E2 Commercial Centre zone; and
 - E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

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

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

Improving Planning Processes to Deliver Infrastructure Faster (March 2024)

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

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

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

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

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

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

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

Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

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

No exhibited draft Development Control Plans apply to the land.

.....

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

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

2. ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

Shellharbour LEP 2013 - E1 Local Centre.

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

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

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

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

2.4 For what purposes is development prohibited within the zone?

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

.....
Sewerage systems; Sex services premises; Storage premises; Transport depots;
Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or
distribution centres; Waste or resource management facilities; Water recreation
structures; Water supply systems; Wholesale supplies.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - Yes.

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

Shellharbour LEP 2013 - No.

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

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

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

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

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

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

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

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review)
(Amendment 1).

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

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

.....

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

Not applicable.

4. COMPLYING DEVELOPMENT

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

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

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

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

Housing Code

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

Rural Housing Code

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

Agritourism and Farm Stay Accommodation Code

The land has a heritage item on it as identified in the Local Environmental Plan. Complying Development under the Agritourism and Farm Stay Accommodation Code MAY only be carried out on the land IF the development is carried out in accordance with 1.17A (2) or (4) of the SEPP (Exempt & 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.

.....
Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

5 EXEMPT DEVELOPMENT

- 5.1 If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.
- 5.2 If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

.....

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

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

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

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

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

No.

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

No.

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

No.

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

7. **LAND RESERVED FOR ACQUISITION**

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

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

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

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

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No.

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

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

No.

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

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

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

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

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

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

10.1 Landslip

No.

.....

10.2 Bushfire

No.

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

.....
11. BUSH FIRE PRONE LAND

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

No.

12. LOOSE FILL ASBESTOS INSULATION

- 12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A that are listed on the Register that is required to be maintained under that Division?**

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

13. MINE SUBSIDENCE

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

No.

14. PAPER SUBDIVISION INFORMATION

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

Not applicable.

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

Not applicable.

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

15. PROPERTY VEGETATIONS PLAN

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

No.

.....
16. **BIODIVERSITY STEWARDSHIP SITES**

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

No.

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

17. **BIODIVERSITY CERTIFIED LAND**

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

No.

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

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

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

No.

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

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

Not applicable.

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

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

.....
20. WESTERN SYDNEY AEROTROPOLIS

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

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

No.

22.2 The period for which the certificate is current is?

Not Applicable.

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

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

No.

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

No.

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

23. WATER OR SEWERAGE SERVICES

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

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

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

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

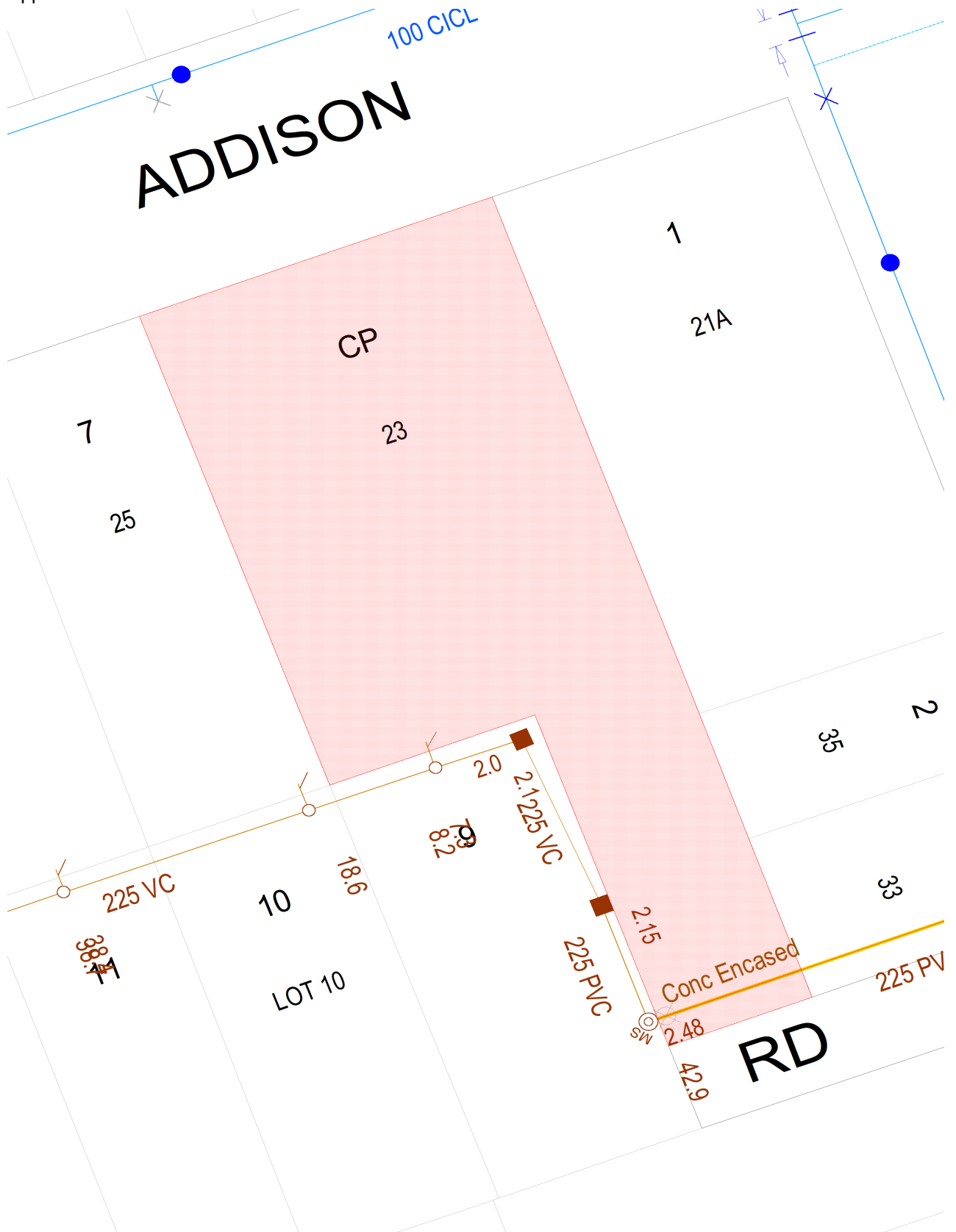
- (a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?
- No.
- (e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?
- No.

.....
There are no Part B notations on this property.

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

Authorised by:
Mike Archer
Chief Executive Officer

Service Location Print
Application Number: 8003594990



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

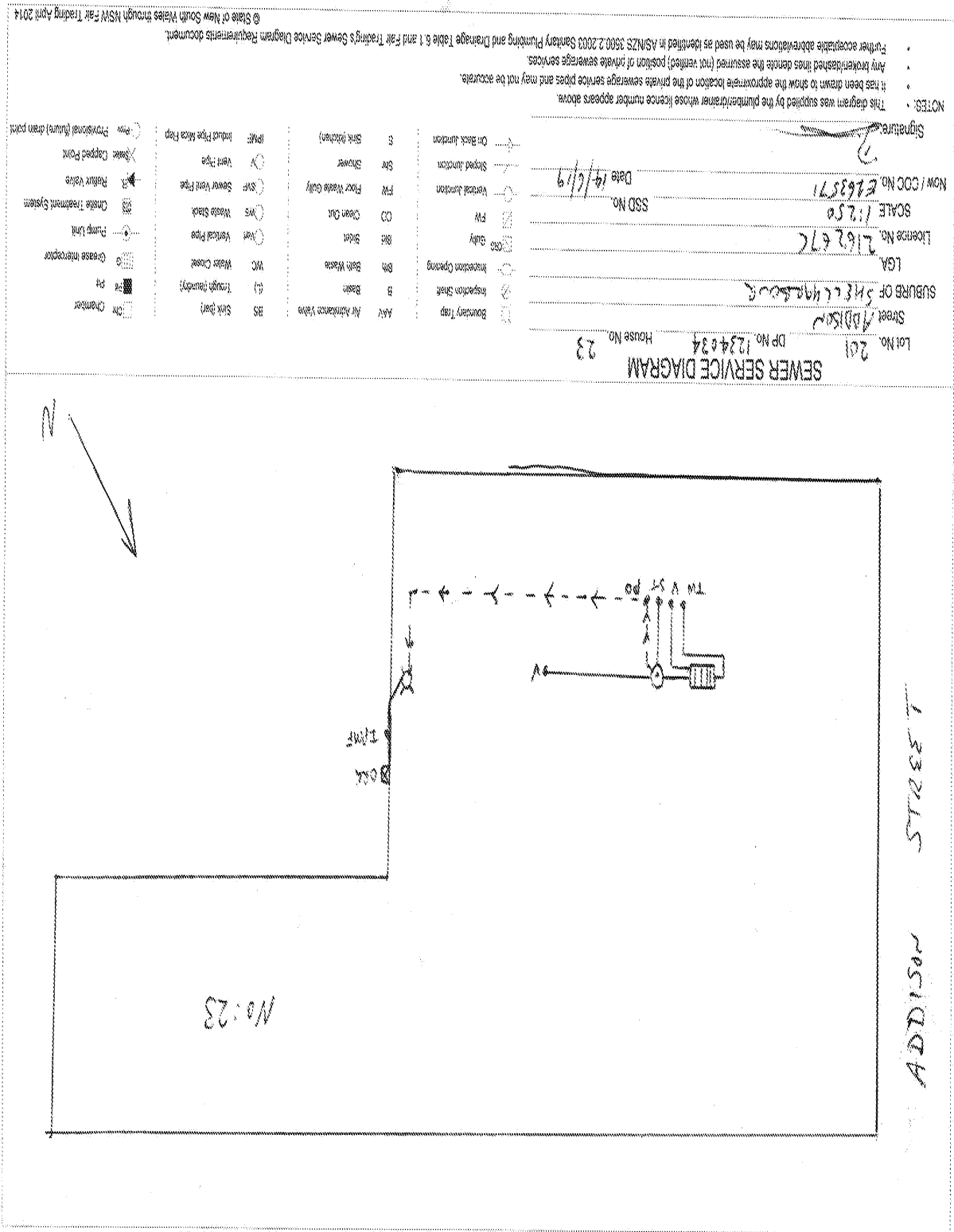
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8003594969



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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



FINAL Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
 Sections 109C (1) (c) and 109H

Occupation Certificate No

400/17

Applicant

Steve Coelho

Address

Addison Street Developments Pty Ltd Nowra NSW 2541
 80 Bridge Road

Contact No (Telephone/Fax)

Owner

Name

Addison Street Developments Pty Ltd

Address

80 Bridge Road Nowra NSW 2541

Contact No (Telephone/Fax)

Subject Land

Address

23b Addison Street Shellharbour 2529

Lot No

201

DP No:

1234034

Development Consent No.

0204/2016

Date of Consent

13/06/2017

**Construction Certificate or
Complying Development No.**

400/17

Decision Date

14/06/2018

Building Details

The building classification must be the same as that specified in the development consent or complying development certificate

| | |
|----------------------------------|--------------------------|
| Whole or Part of building | Whole |
| Use | Residential & Commercial |
| BCA Class | 2, 6, 7a |
| New/Existing | New |

Date of Receipt

Date received (to be completed by)

21/03/2017

Determination

Type of certificate

Final Occupation Certificate

Approved / Refused

Approved

Date of Determination

31/10/2019

Attachments

- Reason(s) for refusal
- Final Fire Safety Certificate or Interim Fire Safety Certificate





A C C R E D I T E D

Building **Certifiers**

FINAL

Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979
Sections 109C (1) (c) and 109H

Certificate 400/17

Premises Lot No: 201
23b Addison Street Shellharbour

Applicant Steve Coelho

Description of Development Shop-Top Housing Development Comprising 17 Residential Apartments, Four Commercial Tenancies and Strata Subdivision

Certificate

I Matthew Morrissey, Certify that

- I have been appointed as the principal certifying authority under S 109E.
- I have taken into consideration the health and safety of the occupants of the building.
- A current development consent/complying development certificate is in force with respect to the building.
- A current construction certificate or complying development certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building code of Australia.
- Where required, a final fire safety certificate has been issued for the building or an interim fire safety certificate has been issued for the relevant part of the building (see note 2).
- Where required, a report from the Commissioner of Fire Brigades has been Considered.

Accredited Certifier Matthew Morrissey

Accreditation No BPB0824

Contact No 02 4229 5309

Address 28 Auburn Street Wollongong

Date 31/10/2019

Signed:



OCCUPATION CERTIFICATE REPORT

Construction Certificate

Lot No 201
DP No 1234034
Subject Land 23b Addison Street Shellharbour 2529
Description of Development Shop-Top Housing Development Comprising 17 Residential Apartments, Four Commercial Tenancies and Strata Subdivision
Construction Certificate No 400/17
Development Consent No: 0204/2016

| Date | Description | Inspector | BPB No |
|------------|---|------------------|---------|
| 2/02/2018 | Commencement | Matthew Morrisey | BPB0824 |
| 19/06/2018 | Storm Water | Matthew Morrisey | BPB0824 |
| 24/08/2018 | Slab | Matthew Morrisey | BPB0824 |
| 22/11/2018 | Fire Rating | Matthew Morrisey | BPB0824 |
| 16/01/2019 | Miscellaneous | Matthew Morrisey | BPB0824 |
| 5/02/2019 | Fire protection at service penetrations | Matthew Morrisey | BPB0824 |
| 6/03/2019 | Fire protection at service penetrations | Matthew Morrisey | BPB0824 |
| 27/03/2019 | Fire Rating | Matthew Morrisey | BPB0824 |
| 9/05/2019 | Fire Rating | Matthew Morrisey | BPB0824 |
| 13/08/2019 | Final | Matthew Morrisey | BPB0824 |
| 26/08/2019 | Final | Matthew Morrisey | BPB0824 |
| 9/10/2019 | Final | Matthew Morrisey | BPB0824 |
| 17/10/2019 | Final | Matthew Morrisey | BPB0824 |

Certificates relied upon (if any - copies attached)

Performance Solution Report for Non Compliance of Single Step in 2 Instances
Architect Certificate of Compliance
Structural Design Certification for Glazed Balustrade Systems
Glazing Certificate
Council Confirmation of Satisfaction with Repairs to Public Infrastructure
Section 138 Roads Act Approval
Compliance and Installation Certificate for Mechanical Services
Fire Dampers PDS
Section 73 compliance certificate
Compliance and Installation Certificate for Lifts
Compliance and Installation Certificate for Passive Fire Protection
Compliance and Installation Certificate for Emergency Exit Signs
Compliance and Installation Certificate for Electrical Works
Structural Engineers Certificate of Compliance



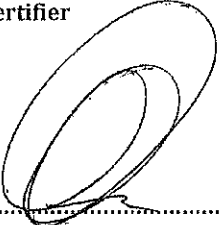
Install and Satisfactory Certificate for Condition 13
Install and Satisfactory Certificate for Condition 3
Install and Satisfactory Certificate for Condition 4
Install and Satisfactory Certificate for Condition 16
Surveyors report on Location of building
Lot Consolidation
Compliance and Installation Certificate for Landscaping
Basix Completion Receipt
Basix Compliance Certificate
Install and Satisfactory Certificate for Condition 8
Certificate on Slip Resistance
Compliance and Installation Certificate for Fire Collars, Fire Seals, Fire Pillows and Fire Dampers (including PDS's)
Compliance and Installation Certificate for Wall, Ceiling and Floor Linings (including PDS's)
Works as executed plans by a registered surveyor on the location of all drainage works including pit inverts, outlet points etc.
Builder Compliance Letter
Letter of Acceptance for Connection of Load (Endeavour Energy)
Certificate on Wet Area Flashing
Compliance and Installation Certificate for Fire Resisting Construction, Fire Seals, Smoke Resisting Construction, Warning & Operational Signs and Paths of Travel
Site Inspection Report for 4 x Adaptable Units
Compliance and Installation Certificate for Fire Doors
Plan of Management
Final Inspection Report
Test Results, Specifications and Slip Resistance Certificate for Engineered Oak Flooring
Install and Satisfactory Certificate for Educational Signage and Visitor Parking Signage
Compliance and Installation Certificate for Acoustics
Compliance and Installation Certificate for Fire Services
Compliance and Installation Certificate for Plumbing and Drainage Works
Gas Supply Certificate of Compliance
Plumbing and Drainage Work Certificate of Compliance
Compliance and Installation Certificate for Hot Water
Compliance and Installation Certificate for Vehicle Access
Install and Satisfactory Certificate for fire rated walls having all penetrations and perimeter gaps filled
Compliance and Installation Certificate for Light Weight Construction
Compliance and Installation Certificate for Smoke Control
Compliance and Installation Certificate for Fire Hydrants and Test Report
Automatic Fire Detection and Alarm System Commissioning Statement and Report
Compliance and Installation Certificate for Fire Hydrant Booster Set
Compliance and Installation Certificate for Smoke Alarms
Creation of Easement



Compliance and Installation Certificate for Automatic Fail-Safe Devices
Compliance and Installation Certificate for Portable Fire Extinguishers
Compliance and Installation Certificate for Emergency Lighting
Final Fire Safety Certificate
Fire Safety System Report from NSW Fire & Rescue
Commissioning Report
Automatic Fire Detection and Alarm System Commissioning Statement
Compliance and Installation Certificate for Mechanical Services
Forged Storz Hermaphrodite Hose Couplings Warranty Statement
Final Installation Fire Safety Certificate
Fire Hydrant and Fire Hose Reel Commissioning Test Results

The Accredited Certifier certifies that the subject stages of construction were inspected and found to be satisfactory and the development is completed in accordance with Council's Development Consent (approved plans, specifications and conditions)

CERTIFYING AUTHORITY

| | |
|-------------------------------------|--|
| Name of Accredited Certifier | Matthew Morrisey |
| Accreditation No | BPB0824 |
| Accreditation Body | Building Professional Board |
| Date | 31/10/2019 |
| Signed |  |

