

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	<b>Robert John Scholz and Gai Maurelle Scholz</b> <b>802/21-25 Wallis Street, FORSTER NSW 2428</b>	
vendor's solicitor	<b>John Katen</b> <b>Sundek Plaza Corner West &amp; Wallis Streets,</b> <b>FORSTER NSW 2428</b>	<b>Phone: 02 6555 7334</b> <b>Fax: 02 6555 8590</b> <b>Ref: JK:6741</b> <b>E: mail.jkaten@bigpond.com</b> (clause 15)
date for completion	<b>42<sup>nd</sup> day after the contract date</b>	
land (address, plan details and title reference)	<b>Unit 802 "Twin Pines" / 21-25 Wallis Street, FORSTER NSW 2428</b> <b>Registered Plan: Lot 17 Strata Plan SP75226</b> <b>Folio Identifier 17/SP75226</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30): **PEXA**

**Electronic transaction** (clause 30) ☐ no ☐ YES  
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within 14 days* of the contract date):

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

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

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

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

Purchaser must make a *GSTRW* payment (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

## Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

## Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

## Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

## Other

- ☐ 59

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

Alliance Strata Group, 8 Wallis Street, Forster NSW 2428  
PH: 02 6555 7510

## **Special conditions**

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

**BETWEEN**

**Robert John Scholz and Gai Maurelle Scholz**

(Vendor)

And

(Purchaser)

### **1. 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.

### **2. 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.

### **3. 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 to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**4. Late completion**

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

**5. 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.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 17/SP75226

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SEARCH DATE

TIME

EDITION NO

DATE

4/2/2020

2:58 PM

4

31/1/2014

LAND

-----

LOT 17 IN STRATA PLAN 75226

AT FORSTER

LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

-----

ROBERT JOHN SCHOLZ

GAI MAURELLE SCHOLZ

AS JOINT TENANTS

(T AI280306)

SECOND SCHEDULE (1 NOTIFICATION)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP75226

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

6741

PRINTED ON 4/2/2020

\* 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.



FOLIO: CP/SP75226

SEARCH DATE	TIME	EDITION NO	DATE
4/2/2020	2:58 PM	5	13/11/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 75226  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FORSTER  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF FORSTER COUNTY OF GLOUCESTER  
TITLE DIAGRAM SP75226

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 75226  
ADDRESS FOR SERVICE OF DOCUMENTS:  
21-25 'TWIN PINES' WALLIS STREET  
FORSTER  
NSW 2428

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1078799 EASEMENT FOR POWER RETICULATION SUPPLY 3 METRES WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 3 AP556405 INITIAL PERIOD EXPIRED
- 4 AP679769 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 75226

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 30	2	- 30	3	- 30	4	- 32
5	- 32	6	- 33	7	- 33	8	- 34
9	- 34	10	- 36	11	- 36	12	- 45
13	- 43	14	- 48	15	- 48	16	- 55
17	- 55	18	- 62	19	- 62	20	- 73
21	- 73	22	- 76				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

6741

PRINTED ON 4/2/2020

SP75226

Approved Form 27

By-Laws

**Instrument setting out the terms of by-laws to be created upon registration of the strata plan.**

The Proprietors adopt the RESIDENTIAL Model By-Laws and Option A in relation to the keeping of animals.

**20. Style Guide**

To ensure the architectural integrity of the building the original owner, on or about the date of registration of the strata plan, has arrange for the architect for the building to provide to the Owners Corporation a Style Guide relating to the building. The Owners Corporation may from time to time amend the Style Guide.

**21. Windows**

All window coverings of a Lot including louvres, curtains or blinds when viewed from the exterior of the building must be in accordance with the Style Guide.

**22. Insect Screens**

An owner or occupier may install insect screens which face the exterior of the building so long as the screens are of an identical colour to the adjacent window frame.

**23. Balconies**

23.1 An owner or occupier must not without the written consent of the Owners Corporation maintain any furniture on the balconies of a Lot unless that furniture complies with the requirements of the Style Guide.

23.2 An owner or occupier must not erect any privacy, sun or other screen on the balcony of a Lot except with the written approval of the Owners Corporation and unless that screen is in accordance with the requirements of the Style Guide.

**24. Carspace enclosures**

An owner or occupier must not install any gate or door to the carspace relating to a Lot without the prior written consent of the Owners Corporation and unless that gate or door complies with the requirements of the Style Guide.






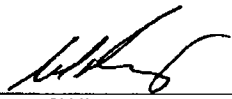
## SP75226

### 25. Signage

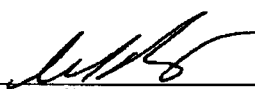
- 25.1 An owner or occupier must not erect "for sale", "for lease" or other signage within a Lot so that it is visible from the outside of a Lot.
- 25.2 An owner or occupier must not erect "for sale", "for lease" or other signage on the common property without the written approval of the Owners Corporation. Subject to such approval, any signage must be erected in the garden area situated on the south-western corner of the common property. The owner or occupier must ensure that such signage is erected and removed without damage to the plants and landscaping within that garden area.

### SIGNATURE OF REGISTERED PROPRIETORS

  
Erland George Olofsson by his  
Attorney TERTTU ARJA OLOFSSON  
under Power of Attorney  
Book 4460 Number 767

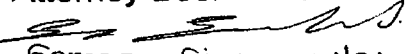
  
Signature of Witness  
Michelle Ramirez  
Name of Witness  
100 George St, Parramatta  
Address of Witness  
Paralegal  
Occupation of Witness

  
Terttu Arja Olofsson

  
Signature of Witness  
Michelle Ramirez  
Name of Witness  
100 George St, Parramatta  
Address of Witness  
Paralegal  
Occupation of Witness

### SIGNATURE OF MORTGAGEE

Signed at Sydney the 7th day of  
June 2005 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
duly appointed Attorney under Power of  
Attorney Book 4418 No. 141

  
George Giannopoulos, Risk Manager  
Witness

  
ANNA AHERAN

REGISTERED



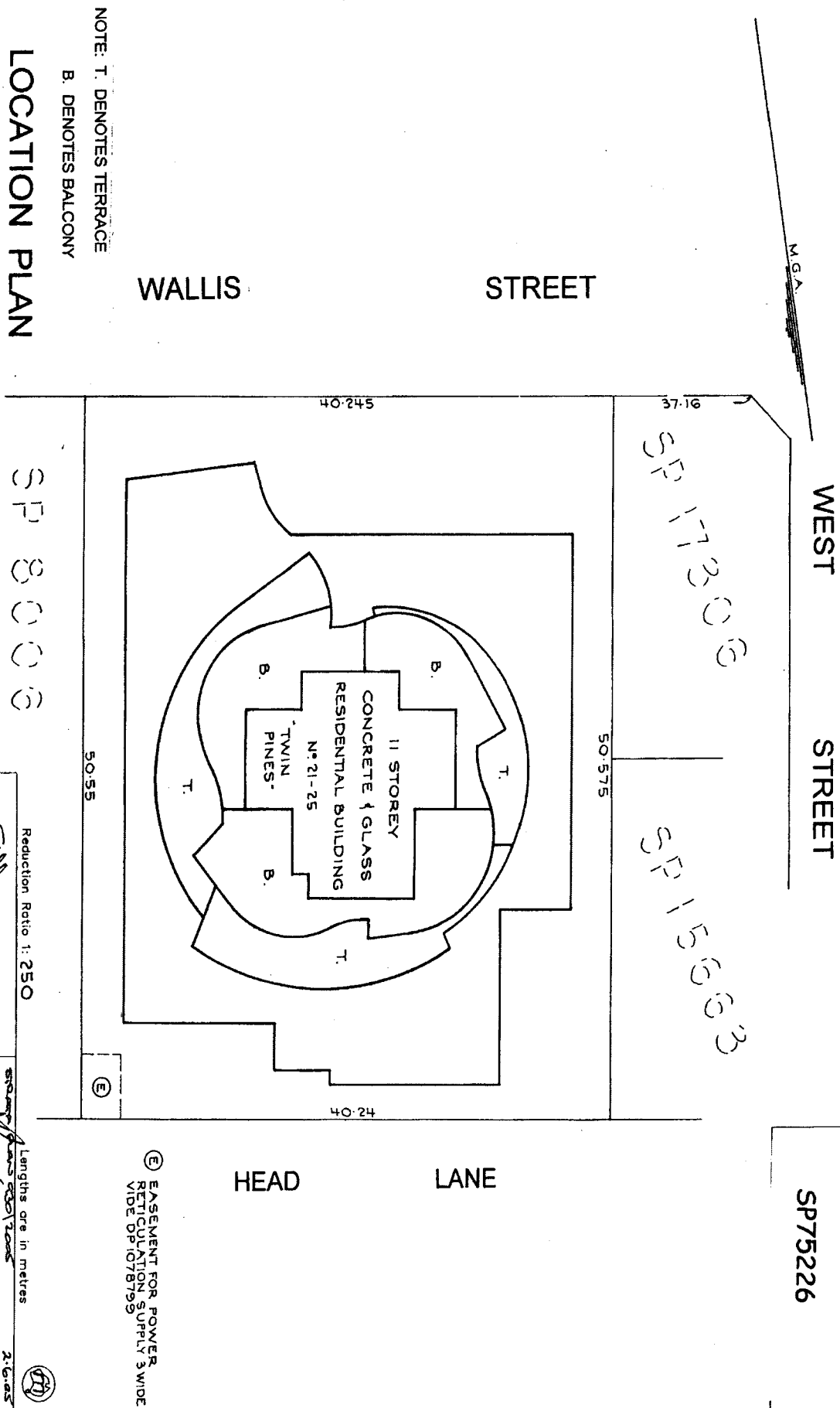
8 4.7.2005



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 9 Sheets



LOCATION PLAN

NOTE: T. DENOTES TERRACE  
 B. DENOTES BALCONY

SURVEYOR'S REFERENCE: 2527/15

Reduction Ratio 1: 250  
 Registered Surveyor

Lengths are in metres  
 2.6.15  
 Authorised Person/General Manager/Accountant-Controller

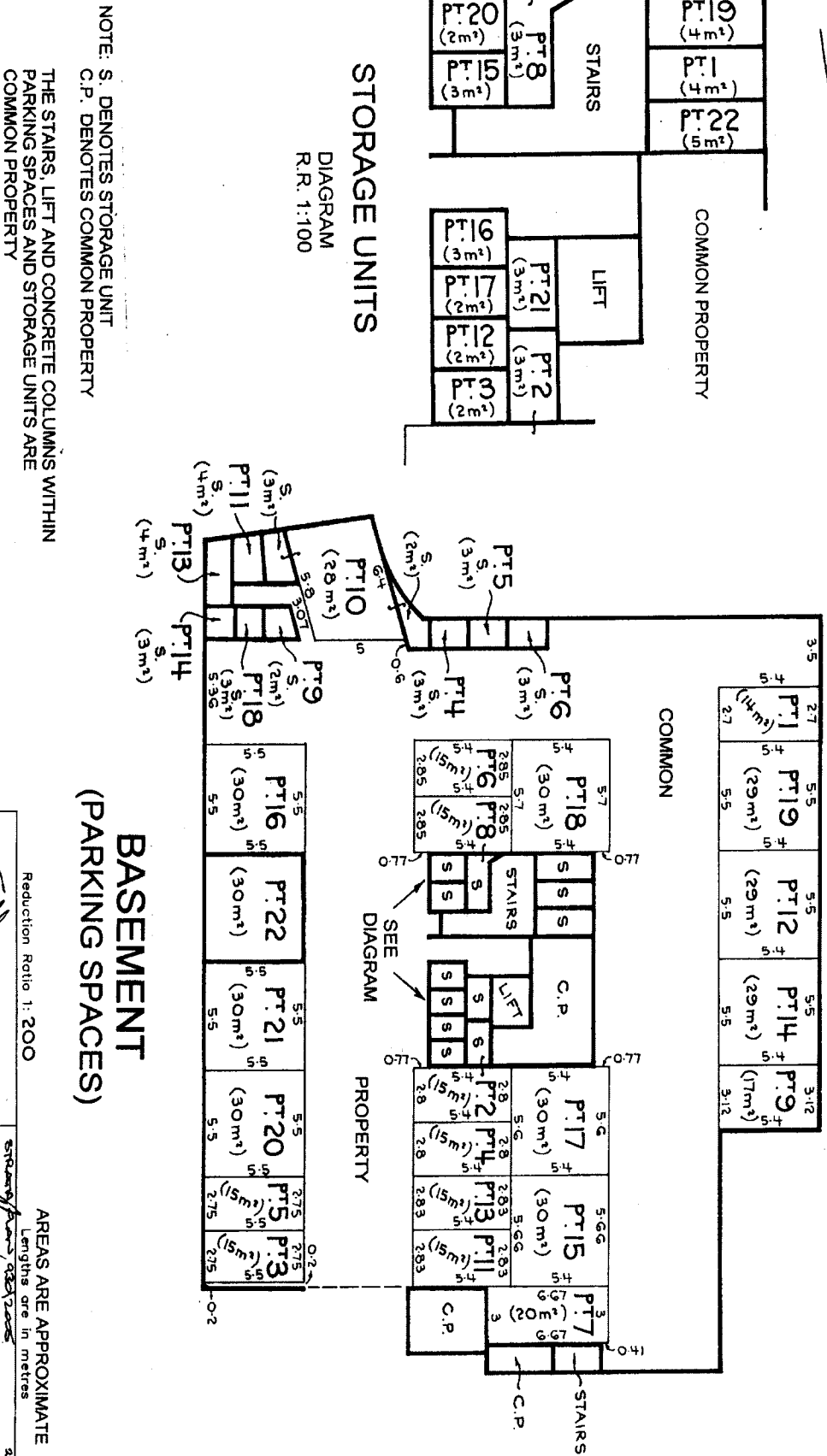
(E) EASEMENT FOR POWER  
 RECTIFICATION SUPPLY 3 WIDE  
 VIDE OP 1078792

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 9 Sheets

SP75226



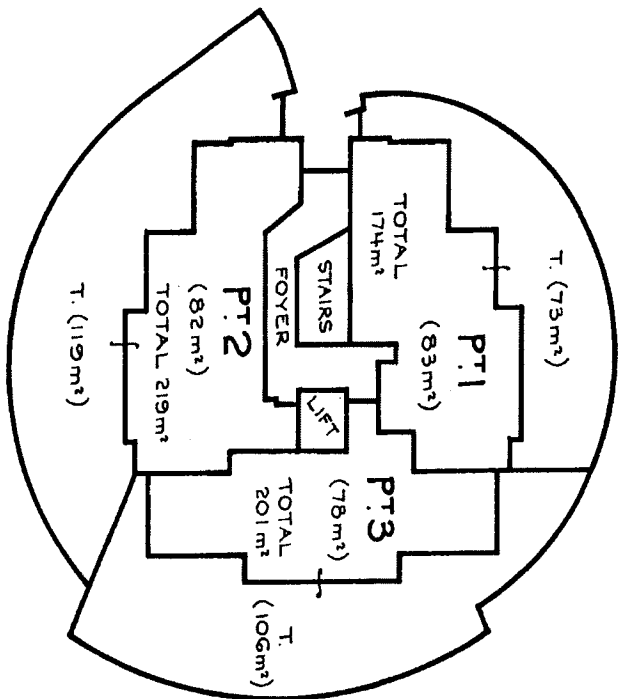
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 9 Sheets

SP75226

M.G.A.



LEVEL 1

NOTE: T DENOTES TERRACE. THE STRATUM OF THE TERRACES IS LIMITED TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED

THE STAIRS, FOYER AND LIFT ARE COMMON PROPERTY

Reduction Ratio 1: 200

Registered Surveyor

Authorised Person/General Manager/Accountant/Partner

SURVEYOR'S REFERENCE: 2527/15

AREAS ARE APPROXIMATE

Lengths are in metres



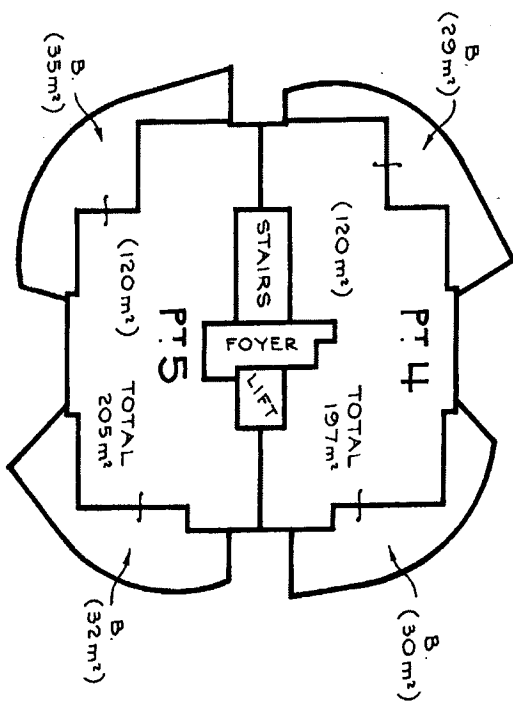
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STRATA PLAN FORM 2

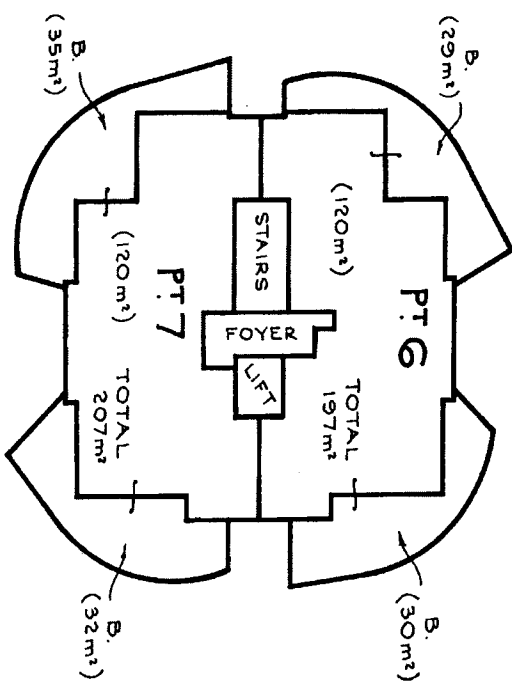
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Sheet No. 5 of 9 Sheets

SP75226



LEVEL 2



LEVEL 3

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE  
BALCONIES IS LIMITED TO THE UNDERSIDE  
OF THE BALCONY IMMEDIATELY ABOVE AND  
HORIZONTAL PROJECTION THEREOF WHERE  
NOT COVERED  
THE STAIRS, FOYER AND LIFT ARE COMMON  
PROPERTY

Reduction Ratio 1: 200	AREAS ARE APPROXIMATE
Registered Surveyor	Lengths are in metres
<i>[Signature]</i>	<i>[Signature]</i>
Authorised Person/General Manager/Associate-Clerk	2.0.05

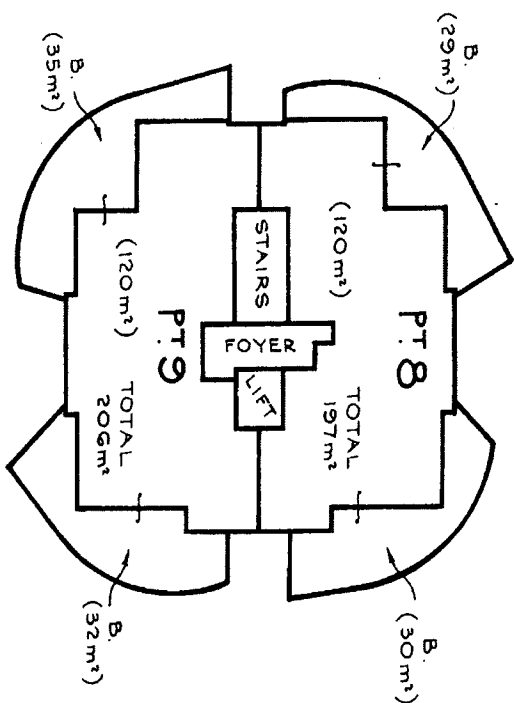
SURVEYOR'S REFERENCE: 2527/15

STRATA PLAN FORM 2

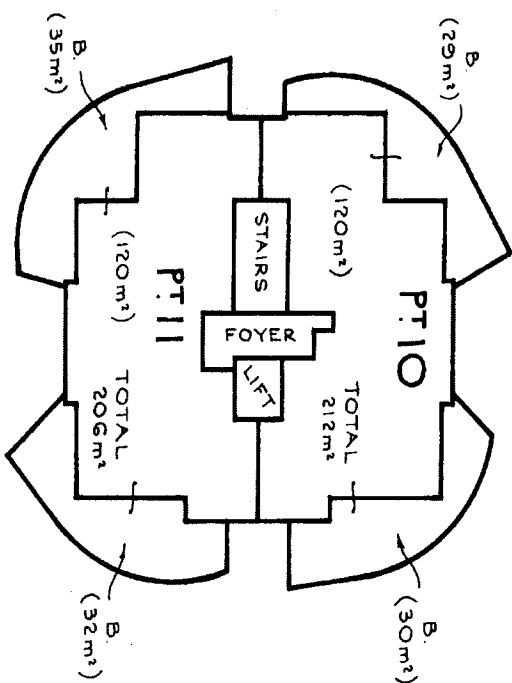
WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No 6 of 9 Sheets

SP75226



LEVEL 4



LEVEL 5

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONIES IS LIMITED TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED  
 THE STAIRS, FOYER AND LIFT ARE COMMON PROPERTY

Reduction Ratio 1: 200  
 Registered Surveyor

SURVEYOR'S REFERENCE: 2527/1S

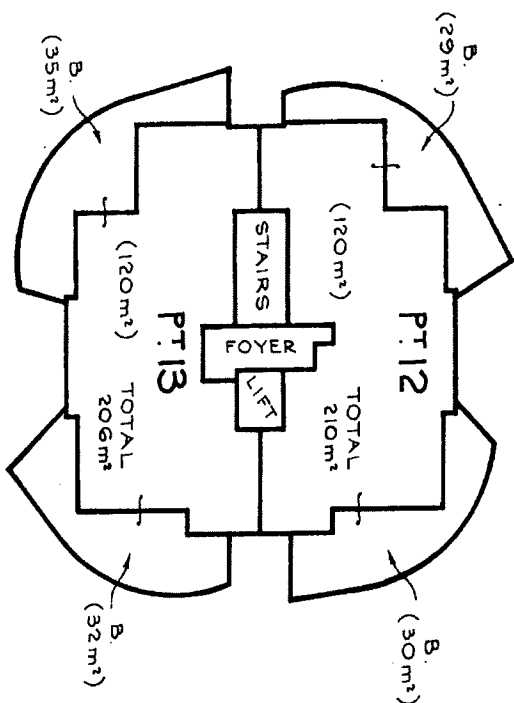
AREAS ARE APPROXIMATE  
 Lengths are in metres  
 Authorised Person/General Manager/Accredited Certifier

STRATA PLAN FORM 2

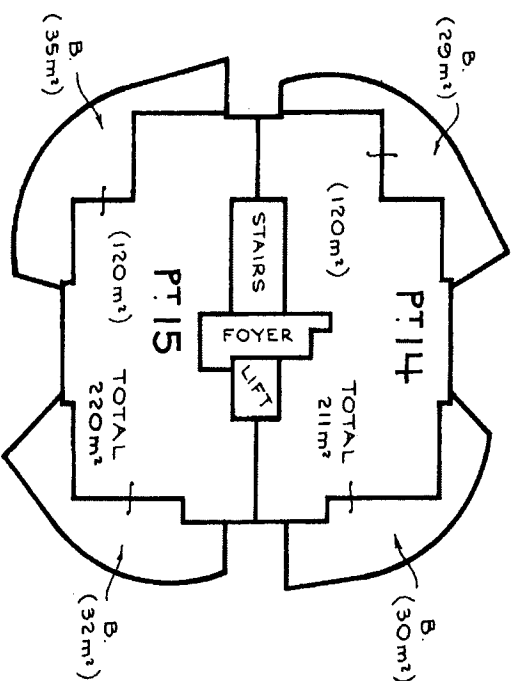
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Sheet No 7 of 9 Sheets

SP75226



LEVEL 6



LEVEL 7

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE  
 BALCONIES IS LIMITED TO THE UNDERSIDE  
 OF THE BALCONY IMMEDIATELY ABOVE AND  
 HORIZONTAL PROJECTION THEREOF WHERE  
 NOT COVERED  
 THE STAIRS, FOYER AND LIFT ARE COMMON  
 PROPERTY

Reduction Ratio 1: 200

AREAS ARE APPROXIMATE

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Associate-Entity

SURVEYOR'S REFERENCE: 2527/1S

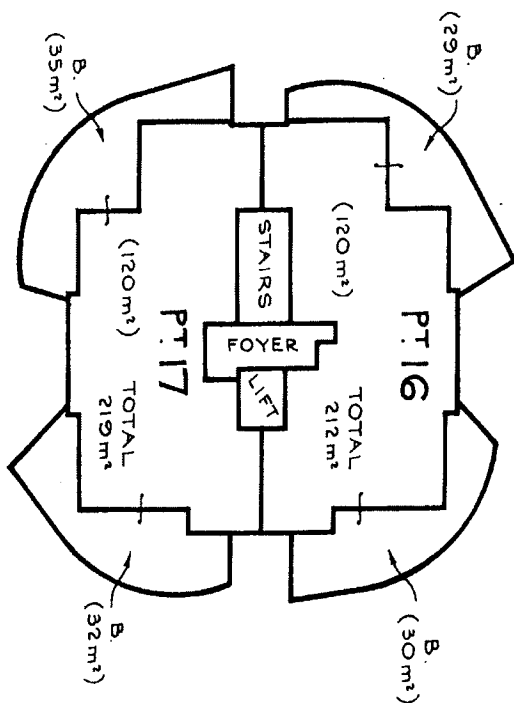


STRATA PLAN FORM 2

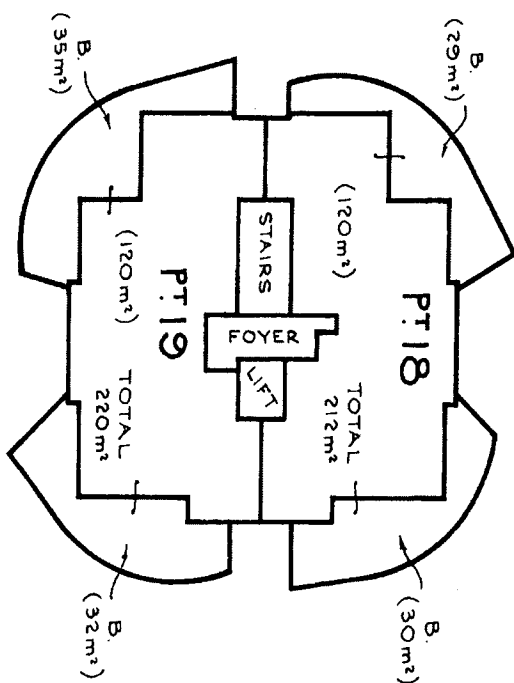
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No 8 of 9 Sheets

SP75226



LEVEL 8



LEVEL 9

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONIES IS LIMITED TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED  
 THE STAIRS, FOYER AND LIFT ARE COMMON PROPERTY

Reduction Ratio 1: 200

Registered Surveyor

Authorized Person/General Manager/Executive Officer

AREAS ARE APPROXIMATE  
 Lengths are in metres



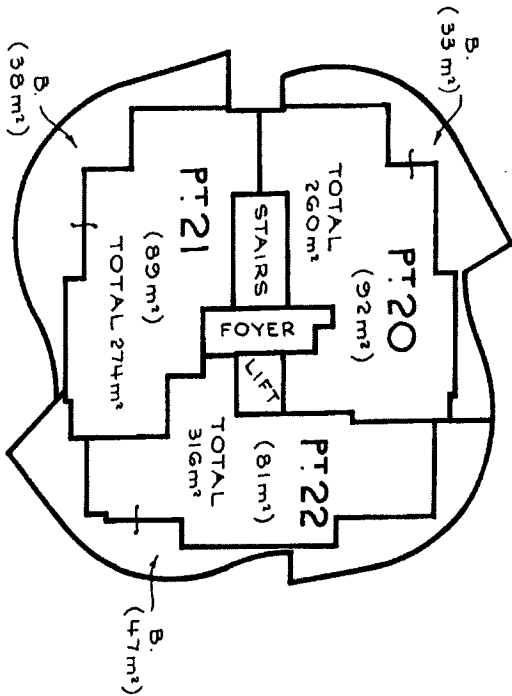
SURVEYOR'S REFERENCE: 2527/15

STRATA PLAN FORM 2

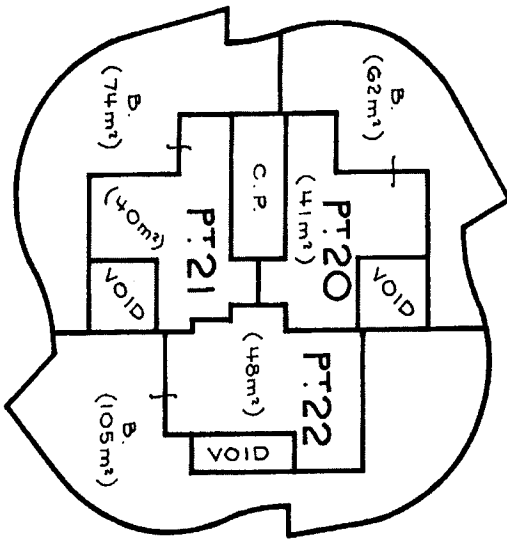
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 9 Sheets

SP75226



LEVEL 10



LEVEL 11

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONIES IS LIMITED TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED  
 THE STAIRS, FOYER AND LIFT ARE COMMON PROPERTY

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONIES IS LIMITED TO THE UNDERSIDE OF THE EAVE IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED  
 C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1: 200

AREAS ARE APPROXIMATE

Lengths are in metres

Registered Surveyor

Authorised Person/General-Manager/Deelected-Custodian

SURVEYOR'S REFERENCE: 2527/1S

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND POSITIVE COVENANT  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(SHEET 1 OF 2 SHEETS)

**DP1078799**

Plan of Redefinition of Lot 2 DP 588341

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

Erland George Olofsson & Terttu Arja  
Olofsson, 27 Coronet Court, North  
Rocks NSW 2151

**PART 1**

Number of items shown in the intention panel on the plan	Identity of easement, to be created, and referred to in the plan	Burdened lot(s)	Benefited lot(s) or Authority
1	Easement for Power Reticulation Supply 3 Wide	200	Country Energy

**PART 2 (TERMS)**

**1. Terms of Easement for Power of Reticulation for Supply 3 Wide**


1.1 Easement for power reticulation in the terms of Memorandum AA26009

**EXECUTED by ERLAND GEORGE OLOFSSON** )  
in the presence of: )

  
Witness MICHELLE RAMIREZ

  
Erland George Olofsson

**EXECUTED by TERTTU ARJA OLOFSSON** )  
in the presence of: )

  
Witness MICHELLE RAMIREZ  
100 George St.  
Parramatta  
Paralegal,  
(00174662)

  
Terttu Arja Olofsson

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND POSITIVE COVENANT  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

(SHEET 2 OF 2 SHEETS)

Lengths are in metres

Plan of Redefinition of Lot 2 DP 588341

**DP1078799**

**PART 2 (continued)**

**EXECUTED BY MORTGAGEE FOR LOT BURDENED**

Commonwealth Bank of Australia A.C.N. 123 123 124 being the Mortgagee under Memorandum  
of Mortgage No./dated AA 585722 of the premises demised by the within lease  
HEREBY CONSENTS to such lease, instrument *as A*

SIGNED IN MY PRESENCE

*[Signature]*  
of the Commonwealth of Australia,  
the duly constituted Attorney of the said  
bank who is personally known to me.

*[Signature]*  
COMMONWEALTH BANK OF AUSTRALIA by its attorney  
who is George Glanopoulos  
Risk Manager  
for the time being at Sydney and who is the attorney  
mentioned and referred to in Power of Attorney registered  
in the LAND TITLES OFFICE Book 4418 No. 1401  
23 January 2005 *as A*

{00174662}

**REGISTERED** 17W 16.02.2005





AP556405S

Form: 15CH

Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) <b>TORRENS TITLE</b>	For the common property CP/SP75226	
(B) <b>LODGED BY</b>	Document in accordance with Part 8 Section 53 of the Taxation Collection Administration Act 1996, the original stamped Box document or a copy thereof and all supporting evidence (e.g Valuations, statutory declarations etc.) must be held for a period of 10 years Reference: <u>JK - SP 75226</u>	<b>CODE</b>  <b>CH</b>

- (C) The Owners-Strata Plan No. 75226 certify that a special resolution was passed on 17/4/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY LAW 2  
Amended by-law No. NOT APPLICABLE  
as fully set out below:  
SEE ANNEXURE "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 75226 was affixed on 17th September 2019 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:

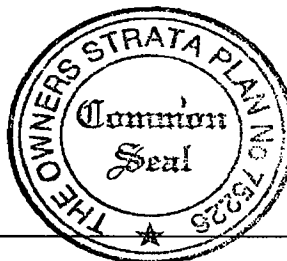
Name:

Authority: STRATA MANAGER

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705

## Annexure "A"

### SPECIAL BY – LAW 2

### STRATA COMMITTEE TO APPROVE MINOR RENOVATIONS

Resolved EGM 17.4.19

#### Minor Renovations by Owners

Pursuant to **Section 110 (6) (b)** of the *Strata Schemes Management Act 2015* the Owners Corporation of SP 75226 delegate its functions under this section to the strata committee without requiring a general meeting, ensuring adherence to the following parts of Section 110 of the *Strata Schemes Management Act*:

- (2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owners corporation.
- (3) "**Minor renovations**" include but are not limited to work for the purposes of the following:
  - (a) renovating a kitchen,
  - (b) changing recessed light fittings,
  - (c) installing or replacing wood or other hard floors,
  - (d) installing or replacing wiring or cabling or power or access points,
  - (e) work involving reconfiguring walls,
  - (f) any other work prescribed by the regulations for the purposes of this subsection.
- (4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of proposed minor renovations to the owners corporation, including the following:
  - (a) details of the work, including copies of any plans,
  - (b) duration and times of the work,
  - (c) details of the persons carrying out the work, including qualifications to carry out the work,
  - (d) arrangements to manage any resulting rubbish or debris.
- (5) An owner of a lot must ensure that:
  - (a) 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
  - (b) the minor renovations and any repairs are carried out in a competent and proper manner.

The Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the *Strata Schemes Management Act 2015* on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.



## **Annexure "B"**

**SP 75226**

**Twin Pines**

### **STRATA SCHEMES REGULATION 1997**

#### **Schedule 1 – Model by-Laws. Residential Schemes**

##### **1. Noise**

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

##### **2. Vehicles**

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

##### **3. Obstruction of common property**

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

##### **4. Damage to lawns, etc on common property**

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

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

##### **5. Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owner's corporation.

(2) An approval given by the owner's corporation under subclause (1) cannot authorise any additions to the common property.

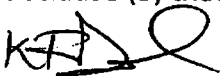
(3) This by-law does not prevent an owner or person authorised by an owner from installing;

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owners lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62, the owner of a lot must:

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



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

**6. Behaviour of owners and occupiers**

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

**7. Children playing on common property in building**

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

**8. Behaviour of invitees**

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

**9. Depositing rubbish and other material on common property**

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

**10. Drying of laundry items**

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

**11. Cleaning windows, etc**

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

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

**12. Storage of inflammable liquids and other substances and materials**

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

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

**13. Moving furniture and other objects on or through common property**

(1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.



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

#### **14. Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage disposal**

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

#### **16. Keeping of Animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.



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### **17. Appearance of lot**

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

### **18. Change in use of lot to be notified**

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

### **19. Provision of amenities or services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

### **20. Style Guide**

To ensure the architectural integrity of the building the original owner, on or about the date of registration of the strata plan, has arranged for the architect for the building to provide to the Owners Corporation a Style Guide relating to the building. The Owners Corporation may from time to time amend the Style Guide.

### **21. Windows**

All window covering of a Lot including louvres, curtains or blinds when viewed from the exterior of the building must be in accordance with the Style Guide.

### **22. Insect Screens**

An owner or occupier may install insect screens which face the exterior of the building so long as the screens are of an identical colour to the adjacent window frame.

### **23. Balconies**

23.1 An owner or occupier must not without the written consent of the Owners Corporation maintain any furniture on the balconies of a Lot unless the furniture complies with the requirements of the Style Guide.

23.2 An owner or occupier must not erect any privacy, sun or other screen on the balcony of a Lot except with the written approval of the Owners Corporation and unless that screen is in accordance with the requirements of the Style Guide.



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## 24. Carspace enclosures

An owner or occupier must not install any gate or door to the carspace relating to a Lot without the prior written consent of the Owners Corporation and unless that gate or door complies with the requirements of the Style Guide.

## 25. Signage

25.1 An owner or occupier must not erect "for sale", "for lease" or other signage within a Lot that it is visible from the outside of the Lot.

25.2 An owner or occupier must not erect "for sale", "for lease" or other signage on the common property without the written approval of the Owners Corporation. Subject to such approval, any signage must be erected in the garden area situated on the south-western corner of the common property. The owner or occupier must ensure that such signage is erected and removed without damage to the plants and landscaping within that garden area.

## Design Note

The fitting out of the building, where it has an impact on the external appearance, should comply with the following design objectives to ensure that the quality and value of the building is preserved.

- The balconies define the outside form of the building. As the balustrades are generally transparent, the appearance of furniture on the balconies can have a significant impact. Anything on the balconies should maintain the quality and character of the building by being light in construction, framed in aluminum or similar material and simple and tidy in appearance. The use of heavy, dark coloured timber furniture, barbecues etc would be detrimental to the building. Similarly, balconies should not be used for clothes drying or other utility purpose where it is visible.
- For the reasons above, any solar or privacy screening proposed for the balconies should be limited to the ends of the balconies facing other units on the same floor and take the form of the screens used on the southern side of the building. The colour of the fabric and the colour and detail of the guides etc should match the existing blinds in all respects.
- The windows also form a major element of the appearance of the building. The glass tint and framing colour together with the shadowing of the balconies have been designed to create dark shadowed recesses to contrast with the bright color of the concrete frame to the balconies. To preserve this important element, the appearance of the curtains and blinds from the exterior should be as dark as practicable. Fabrics should be mid to dark toned and neutral in color on their external face.

## Internally:

- In common areas such as the carpark, where individual owners have private facilities, any additions to the fabric of the building must maintain the features required by Building Code and other Authorities' requirements. They also need to be consistent in appearance for the benefit of all owners. Where approval is obtained for the installation of a garage door on a private parking area, the door and any surrounding structure are to match the color of the existing tilting door, ventilation is to be maintained in the form and area of the existing enclosed garage, and the detailed appearance is to be identical with the existing enclosure and door.



# **SPECIAL BY – LAW 1**

## **COMMON PROPERTY MEMORANDUM**

Resolved AGM 20.10.18

### **Owners corporation responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after the registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under the <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquet flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> </ul>

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	<ul style="list-style-type: none"> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>

**Lot owner responsibilities for maintenance, repair or replacement.**

<b>1. Balcony &amp; Courtyards</b>	<ul style="list-style-type: none"> <li>(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan</li> <li>(b) that part of a tree within the cubic space of a lot</li> </ul>
<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings inside the lot installed by an owner after the registration of the strata plan</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot</li> <li>(b) fuses and fuse boards within the lot and serving only that lot</li> <li>(c) in-sink food waste disposal systems and water filtration systems</li> <li>(d) electrical wiring in non-common property walls within a lot and serving only that lot</li> <li>(e) light fittings, light switches and power point sockets within the lot serving only that lot</li> <li>(f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot</li> <li>(g) telephone, television, internet and cable service and connection sockets</li> <li>(h) intercom handsets serving one lot and associated wiring located within non-common walls</li> </ul>



4. Entrance door	<ul style="list-style-type: none"> <li>(a) door locks additional to the original lock (or subsequent replacement of the original lock)</li> <li>(b) keys, security cards and access passes</li> </ul>
5. Floor	<ul style="list-style-type: none"> <li>(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan</li> <li>(b) lacquer and staining on surface of floorboards or parquet flooring</li> <li>(c) internal carpeting and floor coverings, unfixed floating floors</li> <li>(d) mezzanines and stairs within lots that are not shown or referred to in the strata plan</li> </ul>
6. General	<ul style="list-style-type: none"> <li>(a) internal (non-common property) walls</li> <li>(b) paintwork inside the lot (including ceiling and entrance door)</li> <li>(c) built-in wardrobes, cupboards, shelving</li> <li>(d) dishwasher</li> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
7. Parking/Garage	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> <li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>(d) mesh between parking spaces where shown as thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li> </ul>
8. Plumbing	<ul style="list-style-type: none"> <li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>(c) sink, laundry tub and hand basin</li> <li>(d) toilet bowl and cistern</li> <li>(e) bath</li> <li>(f) shower screen</li> <li>(g) bathroom cabinet and mirror</li> <li>(h) taps and associated hardware</li> </ul>
9. Windows	<ul style="list-style-type: none"> <li>(a) window cleaning- interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>(b) locks additional to the original (or any lock replaced by an owner)</li> <li>(c) window lock keys</li> </ul>

#### SPECIAL BY – LAW 2

#### STRATA COMMITTEE TO APPROVE MINOR RENOVATIONS

Resolved EGM 17.4.19

#### Minor Renovations by Owners

Pursuant to **Section 110 (6) (b)** of the *Strata Schemes Management Act 2015* the Owners Corporation of SP 75226 delegate its functions under this section to the strata committee without requiring a general meeting, ensuring adherence to the following parts of Section 110 of the *Strata Schemes Management Act*:

(2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owners corporation.

(3) "Minor renovations" include but are not limited to work for the purposes of the following:

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- (a) renovating a kitchen,
  - (b) changing recessed light fittings,
  - (c) installing or replacing wood or other hard floors,
  - (d) installing or replacing wiring or cabling or power or access points,
  - (e) work involving reconfiguring walls,
  - (f) any other work prescribed by the regulations for the purposes of this subsection.
- (4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of proposed minor renovations to the owners corporation, including the following:
- (a) details of the work, including copies of any plans,
  - (b) duration and times of the work,
  - (c) details of the persons carrying out the work, including qualifications to carry out the work,
  - (d) arrangements to manage any resulting rubbish or debris.
- (5) An owner of a lot must ensure that:
- (a) 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
  - (b) the minor renovations and any repairs are carried out in a competent and proper manner.

The Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the *Strata Schemes Management Act 2015* on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.





Approved Form 10

FILM WITH  
AP556405


Created 2016 Certificate re Initial Period

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

that the initial period has expired.

The seal of The Owners - Strata Plan No. 75226 was affixed on 17th September 2019

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: Kirsty Deal Authority: Strata Manager



Form: 15CH  
Release: 2-1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



**AP679769P**

**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.

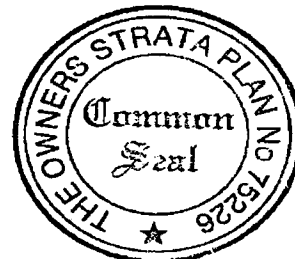
(A) TORRENS TITLE	For the common property CP/SP75226				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box  <b>1W</b></td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E)  Reference: <b>BLA/2438</b></td></tr></table>	Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E)  Reference: <b>BLA/2438</b>	<table border="1"><tr><td>CODE  <b>CH</b></td></tr></table>	CODE  <b>CH</b>
Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E)  Reference: <b>BLA/2438</b>				
CODE  <b>CH</b>					

- (C) The Owners-Strata Plan No. 75226 certify that a special resolution was passed on 19/10/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. \_\_\_\_\_  
Added by-law No. Special By-law No.3  
Amended by-law No. \_\_\_\_\_  
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 75226 which includes new Added Special By-law No.3 starting from Page 8 of 17 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 75226 was affixed on 14th November 2019 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: Kirsty Deal  
Name: KIRSTY DEAL  
Authority: STRATA MANAGER  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authority: \_\_\_\_\_



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
1705

**ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH**

**STRATA SCHEME 75226**

**STRATA SCHEMES REGULATION 1997**

**Schedule 1 – Model by-Laws. Residential Schemes**

**1. Noise**

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

**2. Vehicles**

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

**3. Obstruction of common property**

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

**4. Damage to lawns, etc on common property**

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

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

**5. Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owner's corporation.

(2) An approval given by the owner's corporation under subclause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing;

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owners lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62, the owner of a lot must:

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

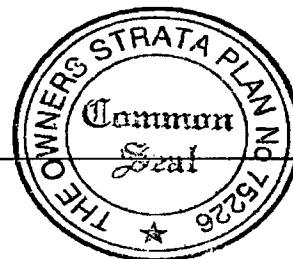
The seal of The Owners-Strata Plan No 75226 was affixed on 7th November 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): Kirsty Deal

Name(s) [use block letters]: KIRSTY DEAL

Authority: STRATA MANAGER

ALL HANDWRITING MUST BE IN BLOCK CAPITALS  
1705



#### **6. Behaviour of owners and occupiers**

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

#### **7. Children playing on common property in building**

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

#### **8. Behaviour of invitees**

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

#### **9. Depositing rubbish and other material on common property**

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

#### **10. Drying of laundry items**

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

#### **11. Cleaning windows, etc**

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

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

#### **12. Storage of inflammable liquids and other substances and materials**

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

#### **13. Moving furniture and other objects on or through common property**

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

#### **14. Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry conditions and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and



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

#### **16. Keeping of Animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17. Appearance of lot**

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

#### **18. Change in use of lot to be notified**

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

#### **19. Provision of amenities or services**

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

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

#### **20. Style Guide**

To ensure the architectural integrity of the building the original owner, on or about the date of registration of the strata plan, has arranged for the architect for the building to provide to the Owners Corporation a Style Guide relating to the building. The Owners Corporation may from time to time amend the Style Guide.

#### **21. Windows**

All window covering of a Lot including louvres, curtains or blinds when viewed from the exterior of the building must be in accordance with the Style Guide.

#### **22. Insect Screens**

An owner or occupier may install insect screens which face the exterior of the building so long as the screens are of an identical colour to the adjacent window frame.



### 23. Balconies

23.1 An owner or occupier must not without the written consent of the Owners Corporation maintain any furniture on the balconies of a Lot unless the furniture complies with the requirements of the Style Guide.

23.2 An owner or occupier must not erect any privacy, sun or other screen on the balcony of a Lot except with the written approval of the Owners Corporation and unless that screen is in accordance with the requirements of the Style Guide.

### 24. Carspace enclosures

An owner or occupier must not install any gate or door to the carspace relating to a Lot without the prior written consent of the Owners Corporation and unless that gate or door complies with the requirements of the Style Guide.

### 25. Signage

25.1 An owner or occupier must not erect "for sale", "for lease" or other signage within a Lot that it is visible from the outside of the Lot.

25.2 An owner or occupier must not erect "for sale", "for lease" or other signage on the common property without the written approval of the Owners Corporation. Subject to such approval, any signage must be erected in the garden area situated on the south-western corner of the common property. The owner or occupier must ensure that such signage is erected and removed without damage to the plants and landscaping within that garden area.

### Design Note

The fitting out of the building, where it has an impact on the external appearance, should comply with the following design objectives to ensure that the quality and value of the building is preserved.

- The balconies define the outside form of the building. As the balustrades are generally transparent, the appearance of furniture on the balconies can have a significant impact. Anything on the balconies should maintain the quality and character of the building by being light in construction, framed in aluminum or similar material and simple and tidy in appearance. The use of heavy, dark coloured timber furniture, barbecues etc would be detrimental to the building. Similarly, balconies should not be used for clothes drying or other utility purpose where it is visible.
- For the reasons above, any solar or privacy screening proposed for the balconies should be limited to the ends of the balconies facing other units on the same floor and take the form of the screens used on the southern side of the building. The colour of the fabric and the colour and detail of the guides etc should match the existing blinds in all respects.
- The windows also form a major element of the appearance of the building. The glass tint and framing colour together with the shadowing of the balconies have been designed to create dark shadowed recesses to contrast with the bright color of the concrete frame to the balconies. To preserve this important element, the appearance of the curtains and blinds from the exterior should be as dark as practicable. Fabrics should be mid to dark toned and neutral in color on their external face.

### Internally:

- In common areas such as the carpark, where individual owners have private facilities, any additions to the fabric of the building must maintain the features required by Building Code and other Authorities' requirements. They also need to be consistent in appearance for the benefit of all owners. Where approval is obtained for the installation of a garage door on a private parking area, the door and any surrounding structure are to match the color of the existing tilting door, ventilation is to be maintained in the form and area of the existing enclosed garage, and the detailed appearance is to be identical with the existing enclosure and door.

### SPECIAL BY – LAW 1

#### COMMON PROPERTY MEMORANDUM

Resolved AGM 20.10.18

#### Owners corporation responsibilities for maintenance, repair or replacement

<b>1. Balcony and courtyards</b>	<ul style="list-style-type: none"> <li>(a) columns and railings</li> <li>(b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) balcony ceilings (including painting)</li> <li>(d) security doors, other than those installed by an owner after the registration of the strata plan</li> <li>(e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan</li> <li>(f) common wall fencing, shown as a thick line on the strata plan</li> <li>(g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land</li> <li>(h) awnings within common property outside the cubic space of a balcony or courtyard</li> <li>(i) walls of planter boxes shown by a thick line on the strata plan</li> <li>(j) that part of a tree which exists within common property</li> </ul>
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<b>2. Ceiling/Roof</b>	<ul style="list-style-type: none"> <li>(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility)</li> <li>(b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)</li> <li>(c) guttering</li> <li>(d) membranes</li> </ul>
<b>3. Electrical</b>	<ul style="list-style-type: none"> <li>(a) air conditioning systems serving more than one lot</li> <li>(b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller</li> <li>(c) fuses and fuse board in meter room</li> <li>(d) intercom handset and wiring serving more than one lot</li> <li>(e) electrical wiring serving more than one lot</li> <li>(f) light fittings serving more than one lot</li> <li>(g) power point sockets serving more than one lot</li> <li>(h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under the <i>Environmental Planning and Assessment Act 1979</i>)</li> <li>(i) telephone, television, internet and cable wiring within common property walls</li> <li>(j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property</li> <li>(k) lifts and lift operating systems</li> </ul>
<b>4. Entrance door</b>	<ul style="list-style-type: none"> <li>(a) original door lock or its subsequent replacement</li> <li>(b) entrance door to a lot including all door furniture and automatic closer</li> <li>(c) security doors, other than those installed by an owner after registration of the strata plan</li> </ul>
<b>5. Floor</b>	<ul style="list-style-type: none"> <li>(a) original floorboards or parquet flooring affixed to common property floors</li> <li>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</li> <li>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</li> <li>(d) sound proofing floor base (e.g. magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</li> </ul>
<b>6. General</b>	<ul style="list-style-type: none"> <li>(a) common property walls</li> <li>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area e.g. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</li> <li>(c) any door in a common property wall (including all original door furniture)</li> <li>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</li> <li>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</li> <li>(f) ducting cover or structure covering a service that serves more than one lot or the common property</li> <li>(g) ducting for the purposes of carrying pipes servicing more than one lot</li> <li>(h) exhaust fans outside the lot</li> <li>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</li> <li>(j) letter boxes within common property</li> <li>(k) swimming pool and associated equipment</li> <li>(l) gym equipment</li> </ul>
<b>7. Parking/Garage</b>	<ul style="list-style-type: none"> <li>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</li> <li>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</li> <li>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</li> <li>(d) mesh between parking spaces, if shown by a thick line on the strata plan</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) floor drain or sewer in common property</li> <li>(b) pipes within common property wall, floor or ceiling</li> <li>(c) main stopcock to unit</li> <li>(d) storm water and on-site detention systems below ground</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) windows in common property walls, including window furniture, sash cord and window seal</li> <li>(b) insect-screens, other than those installed by an owner after the registration of the strata plan</li> <li>(c) original lock or other lock if subsequently replacement by the owners corporation</li> </ul>

**Lot owner responsibilities for maintenance, repair or replacement.**

<b>1. Balcony &amp; Courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls (j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
<b>7. Parking/Garage</b>	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
<b>8. Plumbing</b>	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and associated hardware
<b>9. Windows</b>	(a) window cleaning- interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys



**SPECIAL BY – LAW 2**  
**STRATA COMMITTEE TO APPROVE MINOR RENOVATIONS**  
Resolved EGM 17.4.19

Minor Renovations by Owners

Pursuant to Section 110 (6) (b) of the *Strata Schemes Management Act 2015* the Owners Corporation of SP 75226 delegate its functions under this section to the strata committee without requiring a general meeting, ensuring adherence to the following parts of Section 110 of the *Strata Schemes Management Act*:

- (2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owners corporation.
- (3) "Minor renovations" include but are not limited to work for the purposes of the following:
  - (a) renovating a kitchen,
  - (b) changing recessed light fittings,
  - (c) installing or replacing wood or other hard floors,
  - (d) installing or replacing wiring or cabling or power or access points,
  - (e) work involving reconfiguring walls,
  - (f) any other work prescribed by the regulations for the purposes of this subsection.
- (4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of proposed minor renovations to the owners corporation, including the following:
  - (a) details of the work, including copies of any plans,
  - (b) duration and times of the work,
  - (c) details of the persons carrying out the work, including qualifications to carry out the work,
  - (d) arrangements to manage any resulting rubbish or debris.
- (5) An owner of a lot must ensure that:
  - (a) 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
  - (b) the minor renovations and any repairs are carried out in a competent and proper manner.

The Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the *Strata Schemes Management Act 2015* on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

**SPECIAL BY – LAW 3**  
**LOT 21 WORKS**  
Resolved AGM 19.10.19

**Purpose of By-law**

- (1) This Common Property Rights By-law confers on the Owner Rights of Exclusive Use to part of the common property and Special Privileges to perform Works on the common property for the benefit of that Owner, and assigns responsibility for the repair and maintenance of the part of the common property for which the Rights of Exclusive Use are conferred and Works undertaken, in accordance with the conditions in this Common Property Rights By-law.

**Defined Terms and Interpretation**

- (2) "Lot" is lot 21 on the strata scheme.
- (3) "Owner" means the owner or owners of the Lot from time to time on strata plan no.75226.
- (4) "Rights of Exclusive Use" means the rights to exclusively use part of the common property affected by the Works undertaken by the Owner as shown in the *Development Application Drawings and Specifications* prepared by RGR Design, attached to this Common Property Rights By-law and marked "Annexure A".
- (5) "Cosmetic Works" means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.
- (6) "Minor Renovations" means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-law applicable to the scheme.
- (7) "Special Privileges" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.



- (8) "Works" means the alterations and additions, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in the *Development Application Drawings and Specifications* prepared by RGR Design, attached to this Common Property Rights By-law and marked "Annexure A":
- (a) Demolition/Removal of the existing bedroom one ensuite eastern external wall and part north-eastern corner wall of bedroom one. This change shall be signed off by a Structural Engineer.
  - (b) Installation of glazing to the walls removed, including one 2400MM glass and aluminum sliding access door, one 500MM wide double hung window (in bedroom one) with fixed glass end and corner panels to the south eastern corner. All aluminum, glazing, window and door are to match existing. It is noted that no alteration to the current buildings integral support structure is required.
  - (c) Construction of one new wet area toilet amenity at the roof balcony level, consisting of a toilet suite and hand wash basin. The new amenity will sit beneath the existing building's eave line on the southern side of the existing bedroom one ensuite.
  - (d) Installation of an externally opening waterproof aluminum and glass doorway to provide access to the proposed new wet area toilet amenity. Cladding of the remaining external walls will match the existing building cladding system. It is noted that no alteration to the current buildings integral support structure is required.
  - (e) Modification of the existing bedroom one and bedroom two balcony sliding door sets as shown in the *Development Application Drawings and Specifications* prepared by RGR Design. Proposed adjustments to maintain balcony access to bedroom two and provide new balcony access to proposed study/bedroom three.
  - (f) Repositioning of the existing bedroom one ensuite (to be relocated in the current laundry site) and renovating the new bedroom one ensuite, including re-tiling walls and floors, re-waterproofing to Australian Standards and installation of new fixtures, fittings and accessories. Existing plumbing connections to be used.
  - (g) Installation of new fully functional laundry cupboards to be allocated on both levels one and two of the Lot.
  - (h) Installation of three proposed roof skylights. One to serve the proposed new bedroom one ensuite and two above the existing open void area, serving both level one and two on the Lot. It is noted that no alteration to the current buildings integral support structure is required, however the current roof sheeting will necessitate change. This change shall be designed and signed off by a Structural Engineer.
  - (i) Removal of the existing stairs from levels ten to eleven and a new steel and timber tread staircase be installed in the same location. The alternate layout will change both current landing positions and will be of a more open appearance.
  - (j) Installation of five external electric blinds. Two blinds are proposed to be installed at bedroom one's eastern glazed wall. Three blinds are proposed on the level ten balcony. The awnings will be LUXAFLEX EVO STC or equal and are to match the existing building colour scheme and glazing elements.
  - (k) Installation of a proposed external spa pool at the roof balcony level. The pool will be a Votex Mercury Gypsum Grey 820, five-person seating, 1000 litre capacity with a weight of 1292 KG (full). Dimensions are: 2.0 X 2.0 X 0.92. A Structural Engineer is to confirm that existing structure will not be compromised by the spa installation.
  - (l) Installation of ducted air conditioning throughout the Lot. The external unit motor is proposed to sit on the roof top balcony, external of the existing plantroom which is situated between P1 and P2. Sound proofing is to be installed to ensure quiet operation of the unit.
  - (m) Refurbishment and replacement of other ground floor bathroom, kitchen, laundry, and floor coverings, including re-waterproofing of wet areas where required and replacement of fixtures, fittings and accessories.
- (9) In this Common Property Rights By-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this Common Property Rights By-law;
  - (b) words importing the singular include the plural and vice versa;
  - (c) words importing a gender include any gender;
  - (d) words defined in the Act have the meaning given to them in the Act; and



(e) references to legislation includes references to amending and replacing legislation.

(10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

#### **Grant of Rights of Exclusive Use and Special Privileges**

(11) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Rights of Exclusive Use and Special Privileges granted to the Owner.

#### **CONDITIONS**

##### **Before undertaking Works**

##### **Planning, Approvals and Certificates**

(12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.

(13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

##### **Development Application**

(14) The Owners Corporation authorises the Strata Managing Agent to affix the common seal of the Owners Corporation on the Development Application to the local authority in respect of the Works to be undertaken on the Lot in accordance with this by-law.

(15) The Owner must provide the Owners Corporation with documentation of any alteration and / or addition to the Works as required by the local authority or any other statutory authority.

##### **Specification of Works**

(16) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:

- (a) a preliminary report from a structural engineer, certifying that the Works will not affect the structural integrity of the building;
- (b) further specifications of the Works;
- (c) details of the contractor performing the Works; and
- (d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged on the Works which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim.

##### **Carrying out the Works**

##### **Hours of Works**

(17) The Owner must perform the Works as prescribed by the local authority or during such other times as may be approved by the Owners Corporation.

##### **Compliance with Codes**

(18) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(19) The Owner performing the Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Works are undertaken.



### **General Conditions**

(20) When performing the Works, the Owner must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).
- (b) ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- (c) must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (d) ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- (e) keep all areas of the building outside their Lot clean and tidy throughout the performance of the Works.
- (f) repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

### **After Completion of the Works**

(21) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

(22) If required by the Owners Corporation, the Owner must deliver to the Owners Corporation (at the Owner's cost) the following documents:

- (a) a post completion report from a structural engineer, certifying that the Works do not affect the structural integrity of the building, such certification to be in favour of the Owners Corporation;
- (b) a certificate from a waterproofing expert approved by the Owners Corporation, providing a warranty for the waterproofing works undertaken, such certification to be in favour of the Owners Corporation; and
- (c) any other document reasonably required by the Owners Corporation in respect of the Works to be undertaken.

### **Owner's Enduring Rights and Obligations**

#### **Maintenance and Repair**

(23) The Owner must, at the Owner's expense:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- (b) properly maintain the common property altered by the Works, or which the Works shall be added to, that rights of exclusive use are conferred, in a state of good and serviceable repair, and when necessary renew or replace any fixtures or fittings comprised in that common property.

(24) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

#### **Liability and Indemnity**

(25) The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the use of the Works and common property altered by the Works, or which the Works shall be added;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of use of the Works and common property altered by the Works, or which the Works shall be added; and



(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the use of the Works and common property altered by the Works, or which the Works shall be added.

(26) To the extent that section 106(3) of the Act is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works performed under this by-law.

#### **Repair of Damage**

(27) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

(28) Any loss and damage suffered by the Owners Corporation as a result of the Owner using the common property altered by the Works, or which the Works shall be added, and / or performing and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

#### **Breach of By-law**

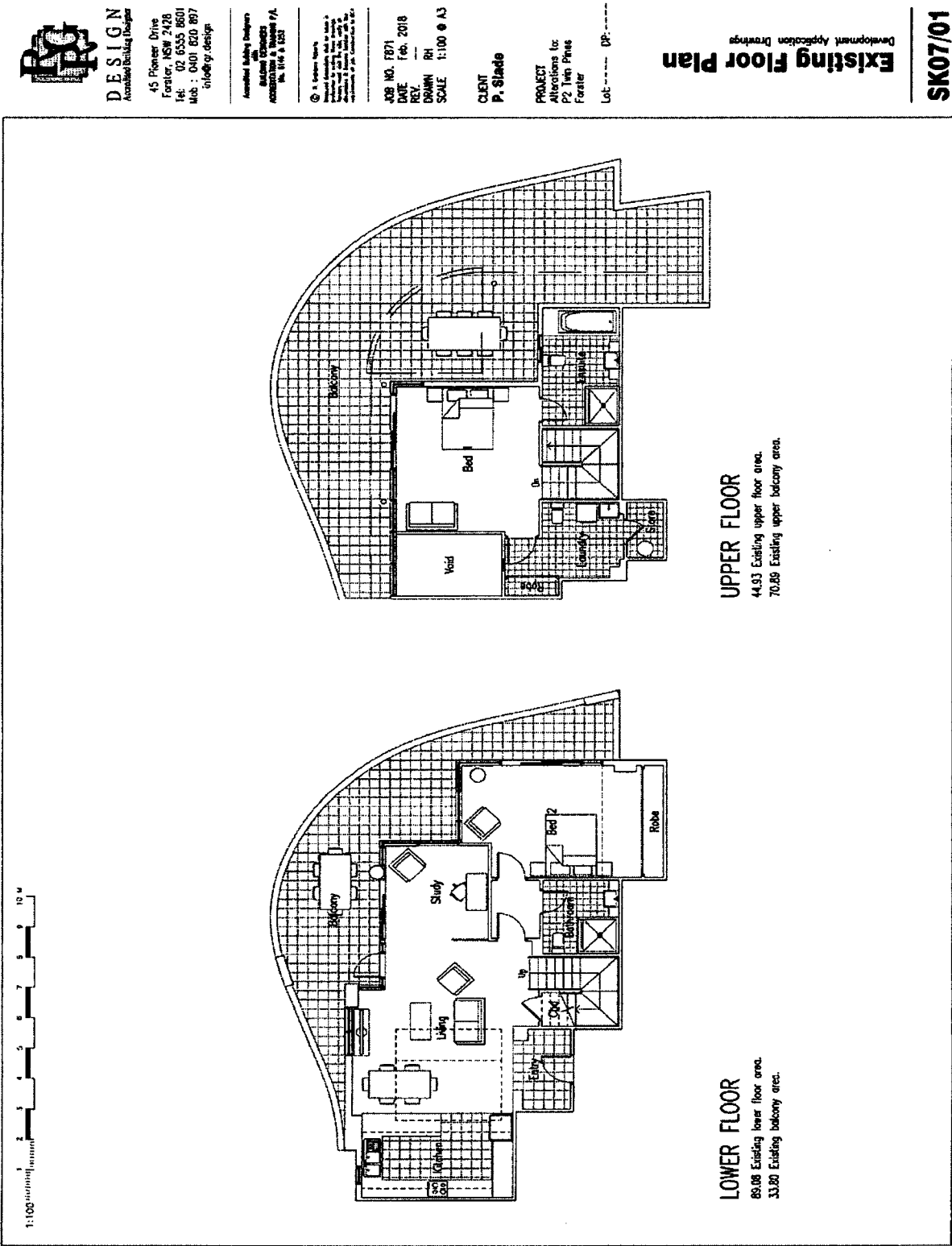
(29) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

#### **Costs of this By-Law**

(30) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law. The Owners Corporation may refuse to execute any document relating to the registration of this by law until such time as the Owner pays those costs.



Annexure A





## DESIGN

45 Pioneer Drive  
Forster, NSW 2428  
Tel: 02 5555 8601  
Mob : 0401 820 897  
info@gr.design

Accredited Building Contractors  
with  
**BALFOUR BECKETT**  
**ACCREDITATION & TRAINING P.A.**  
No. 8114 & 8752

Ⓢ R. GILBERT MICHIELS

JOB NO. F871  
DATE Feb. 2018  
REV. ---  
DRAWN RM  
SCALE 1:100 @ A3

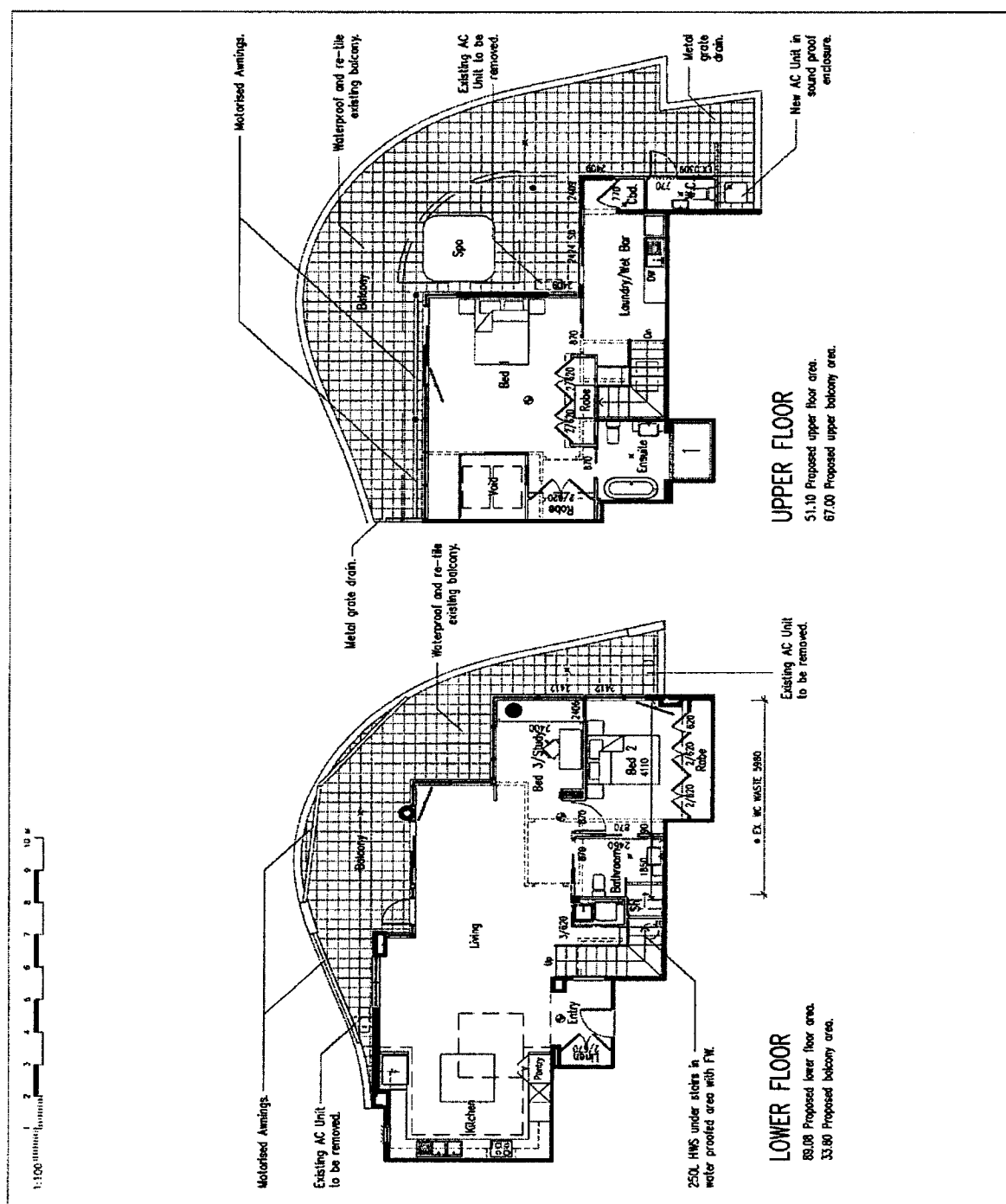
**P. Slade**

**PROJECT**  
Alterations to:  
p2 Twin Pines  
Forster

Lot:----- DP:-----

## Proposed Floor Plan

**SK07/02**



**SK07/03**



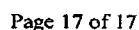


## Proposed Upper Floor Plan

**SK07/04**



**SK07/05**





**MIDCOAST**  
council

**Forster office**  
4 Breese Parade | PO Box 450  
Forster NSW 2428

## PLANNING CERTIFICATE

**Section 10.7**  
**Environmental Planning & Assessment Act 1979**

**Cert No.**

**1317 / 2020**

**Applicant**

JOHN KATEN SOLICITOR  
PO Box 551  
FORSTER NSW 2428

Receipt No. : 2199265  
Date of Issue: 11 February 2020  
Ref : JK:6741:9897

Property Key: 34039

**Property Description**

17/21-25 Wallis Street, FORSTER NSW 2428  
Lot 17 SP 75226

**Owner (as recorded by Council):**

Mr R J Scholz and Mrs G M Scholz  
802/21-25 Wallis St  
FORSTER NSW 2428

### **A — Advice provided in accordance with Section 10.7(2)**

#### **1. Names of relevant planning instruments and DCPs**

**Great Lakes Local Environment Plan 2014**

**Great Lakes Development Control Plan**

**The land is subject to the following planning proposal(s)**

**Short-term Holiday Rental of Dwellings**

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

**Liveable Housing and Flexible Zone Boundaries**

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

**The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land**

SEPP COASTAL MANAGEMENT 2018 (WHOLE OF LOT)  
SEPP NO. 1 DEVELOPMENT STANDARDS

SEPP NO. 21	CARAVAN PARKS
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP NO. 70	AFFORDABLE HOUSING (REVISED SCHEME)
SEPP	BUILDING SUSTAINABILITY INDEX: (BASIX) 2004
SEPP	HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004
SEPP	STATE SIGNIFICANT PRECINCTS 2005
SEPP	MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007
SEPP	INFRASTRUCTURE 2007
SEPP	MISCELLANEOUS CONSENT PROVISIONS 2007
SEPP	EXEMPT AND COMPLYING DEVELOPMENT CODES 2008
SEPP	AFFORDABLE RENTAL HOUSING 2009
SEPP	STATE AND REGIONAL DEVELOPMENT 2011
SEPP	VEGETATION IN NON-RURAL AREAS 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES 2017
SEPP	CONCURRENCES 2018
SEPP	PRIMARY PRODUCTION AND RURAL DEVELOPMENT 2019
DRAFT SEPP	SHORT-TERM RENTAL ACCOMMODATION 2019 [NSW]

## 2. Zoning and land use under relevant LEPs

### Great Lakes Local Environment Plan 2014

#### Zone R4 High Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To achieve increased population density in locations that support the business centre.
- To provide for tourist and visitor accommodation in appropriate locations.

##### 2 Permitted without consent

Home occupations.

##### 3 Permitted with consent

Boarding houses; Boat launching ramps; Car parks; Centre-based child care facilities; Community facilities; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Helipads; Home-based child care; Home businesses; Information and education facilities; Jetties; Moorings; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential accommodation; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Service stations; Sewerage systems; Shop top housing; Signage; Tourist and visitor accommodation; Water recreation structures; Water supply systems

#### 4 Prohibited

Dwelling houses; Farm stay accommodation; Pond-based aquaculture Rural workers' dwellings; Tank-based aquaculture; Any other development not specified in item 2 or 3

### 3. Complying development

#### Housing Code

Complying development under this code MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

#### Rural Housing Code

Complying development under this code MAY be undertaken on land Zoned RU1, RU2, RU3, RU4, or R5 in Great Lakes LEP 2014

#### Greenfield Housing Code

Complying development under this code CAN NOT be undertaken on the land

#### Demolition Code

Complying development under this code MAY be undertaken on the land

#### Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

#### Commercial and Industrial (New Buildings and Additions) Code

Complying development under this code MAY be undertaken on the land

#### General Development Code

Complying development under this code MAY be undertaken on the land

#### Housing Alterations Code

Complying development under this code MAY be undertaken on the land

#### Subdivisions Code

Complying development under this code MAY be undertaken on the land

#### Fire Safety Code

Complying development under this code MAY be undertaken on the land

#### Container Recycling Facilities Code

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

### 4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

No annual charges apply to the land

**5. Mine subsidence**

The land is not proclaimed as a mine subsidence district

**6. Road widening and road realignment**

The land is not affected by plans for road widening or realignment

**7. Council and other public authority policies on hazard risk restrictions**

The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**7A. Flood related development controls information**

No flood related development controls affect the land

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**8. Land reserved for acquisition**

The land is not reserved for acquisition

**9. Contributions plans that apply to the land**

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

**9A. Biodiversity certified land**

The land is not Biodiversity certified

**10. Biodiversity stewardship sites**

No biodiversity stewardship agreements apply to the land

**10A. Native vegetation clearing set asides**

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

**11. Bush fire prone land**

The land is not bushfire prone land

**12. Property vegetation plans**

No property vegetation plans apply to the subject land

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not received any such order

**14. Directions under Part 3A of the EP&A Act**

Not applicable

**15. Site compatibility certificates and conditions for seniors housing**

No Site Compatibility Certificate for Seniors Housing applies to the land

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments applies to the land

**17. Site compatibility certificates for affordable rental housing**

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

**18. Paper subdivision information**

No development plan applies to the land

**19. Site verification certificates**

No site verification certificate applies to the land

**20. Loose-fill asbestos insulation**

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

**21. Affected building notices and building product rectification orders**

No affected building notice or building product rectification order applies to the subject land

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

No additional matters under the Contaminated Land Management Act 1997

*For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222.*



**MIDCOAST**  
council

PO Box 482  
Taree NSW 2430

Your Ref: JK:6741  
Our Ref.: ENG2020/0150

John Katen Solicitor  
Po Box 551  
FORSTER NSW 2428

**Owner Details**

Gai M Scholz & Robert J Scholz

**Property Details**

Lot 17 SP 75226

**Property Address**

Unit 802/21-25 Wallis St FORSTER NSW 2428

**SEWERED AREAS**

As requested the Plan of House Drainage for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan. Please note the following important points:-

1. MidCoast Council's policy "Building over or adjacent to Watermains, Sewers or Sewerage Rising Mains" basically prohibits any new buildings to be erected closer than 1.5 meters to a Council pipe. This policy also requires special footings to be used when a building is within the 'Zone of Influence' of a sewer.

Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main can, and will, prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Council if you need any clarification on the implication of this policy. Full details are available upon request.

2. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Council nor that it complies with any standard or code.
3. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
4. The information on this Plan has been supplied by other parties and MidCoast Council will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that drainage diagrams are as accurate as practical when issued.
5. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
6. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.



7. Development charges will be applied if any new development on this land has a capacity of more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).
8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Council. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 1300 133 455

Dated: 11/02/2020

Director Water Services



**MIDCOAST**  
council

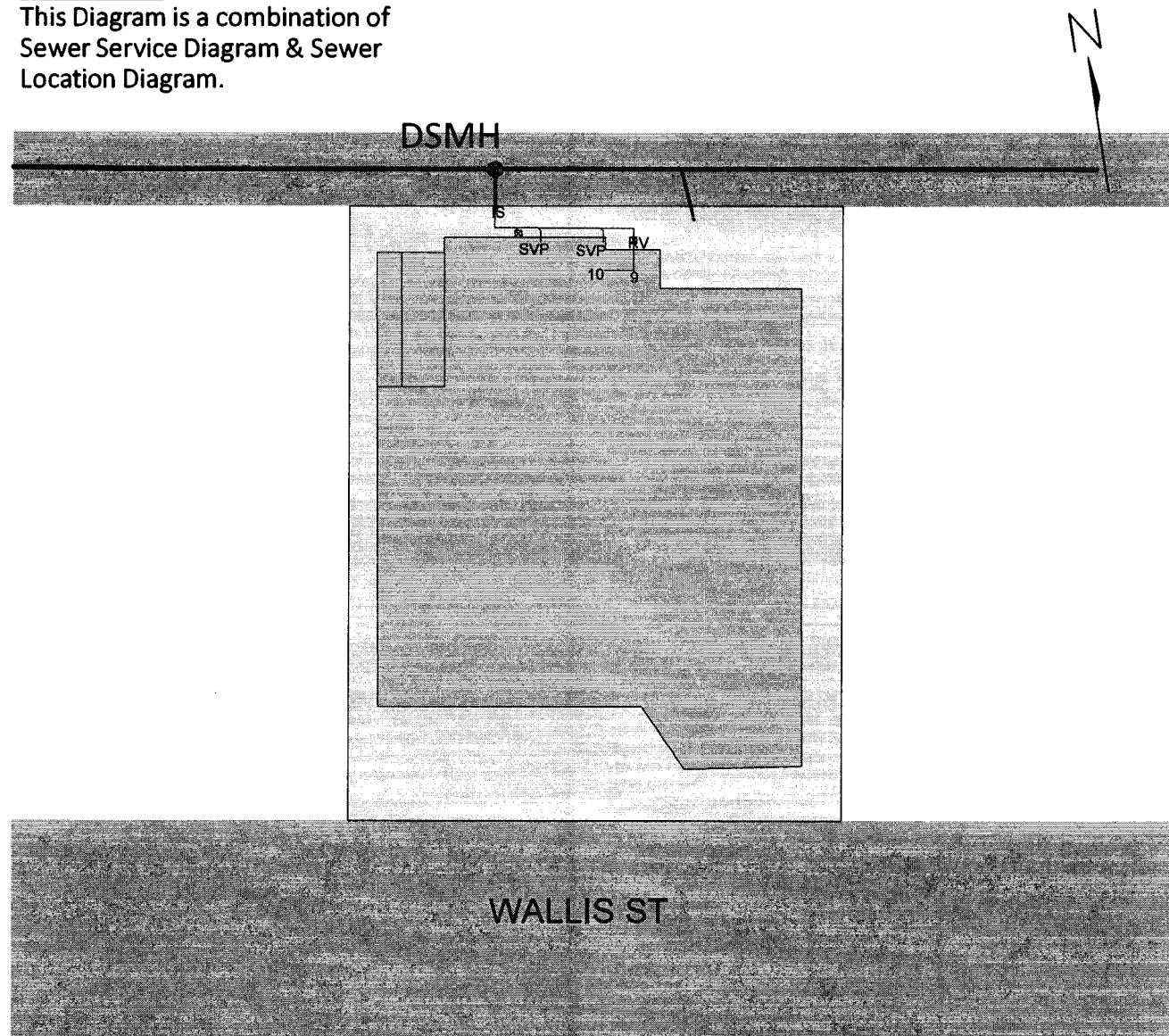
SEWER DRAINAGE DIAGRAM 64084

Lot 17 Sec. D.P. SP75226

Address WALLIS ST 21-25 Town FORSTER

**Please Note:**

This Diagram is a combination of  
Sewer Service Diagram & Sewer  
Location Diagram.



This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Water, but may also be used by clients/customers to assist with the identification and provision of services subject to terms and conditions. No responsibility is accepted for the accuracy of the map or the data that it contains.

Any person relying on this map must read and fully comprehend the terms, conditions and legal obligations, available at [www.midcoastwater.com.au](http://www.midcoastwater.com.au)

LEGEND			Scale: 1:500
W.C..... 1	Soil Vent Pipe...SVP	● .....Manhole	JUNCTION LOCATION
Bath..... 2	Waste Stack.....WS	○ .....Inspection opening	Sewer Junction..... 304180
Basin..... 3	Inspect. Shaft....IS	— .....Assumed location of existing sewer	existing at..... 15.20 .....metres
Shower..... 4	Reflux Valve.....RV	☒ .....Surcharge Gully	from D.S.M.H.....(d=.....m)
K.Sink..... 5	Tap Over.....TO		Depth of Junction approx..... 1.11 .....m
Tubs..... 6	Grease Arrestor..GA		Depth of Riser approx.....m
Gully..... 7	Urinal.....UR		
Vent..... 8	Low Level Vent..LLV		
Floor Waste.... 9	Sewer Direction.. >		

**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002* prescribe a number of conditions applying to sales by auction.

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 by a 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 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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 serving 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 *serving* 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 *serving* 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 *serving* 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
16.2 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.  
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
16.4 The legal title to the *property* does not pass before completion.  
16.5 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.  
16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
16.7.1 the price less any:  
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.  
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.  
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.  
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –  
16.11.1 if a special completion address is stated in this contract - that address; or  
16.11.2 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  
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.  
16.12 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.  
16.13 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.
- 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 *serving* 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 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 *serving* 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 - 3) 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.
- 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

## **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 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;



- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <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>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <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>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <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> .   |

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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