

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's Agent	<b>JKL Real Estate</b> <b>PO Box 666</b> <b>Forster NSW 2428</b>	Phone <b>6554 8717</b> Fax Ref
Co-agent		
Vendor	<b>Ian Kevin Tull and Cheryl Denise Tull</b> <b>Unit 203, 50-52 Head Street, Forster NSW 2428</b>	
Vendor's Solicitor	<b>KEY2 CONVEYANCING</b> <b>PO BOX 697</b> <b>FORSTER NSW 2428</b>	Phone <b>02 6555 8788</b> Fax <b>02 6555 8763</b> Ref <b>K12137</b> Email <b>liz@key2conveyancing.com.au</b>
Date for completion	<b>42</b> days after the date of this contract (clause 15)	
Land (address, plan details and title reference)	<b>Unit 203 50-52 Head Street, Forster</b> Registered Plan: Lot 9 Plan SP103122 Folio 9/SP103122	
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 checked="" 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 as numbered: Other documents:	

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

Inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> other:	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
Exclusions				
Purchaser				
Purchaser's solicitor			Phone	
			Fax	
			Ref	
			Email	
Price	\$			
Deposit	\$			
Balance	\$			(10% of the price, unless otherwise stated)
Contract Date				(if not stated, the date this contract was made)

buyer's agent

Vendor	<b>GST AMOUNT</b> (optional) The price includes GST of:	Witness
Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> 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 an 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	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 planning agreement	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address, email address and telephone number**

BCS Strata Management  
32-34 Manning St Tuncurry phone: 65545977

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

### ADDITIONAL PROVISIONS TO CONTRACT FOR SALE

- 33.1 The purchaser warrants that the purchaser was not introduced to the Vendor or the property by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract. The purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which may be made by any Real Estate Agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention;
- 33.2 This warranty and indemnity will not merge on completion;
- 33.3 The Vendor warrants that they have not entered into an exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the Contract.
- 34.1 In the event of the Purchasers failure to complete this Contract on or prior to the completion date referred to on the front page herein, the Vendor shall be entitled to serve on the Purchaser a Notice to Complete making time of the essence. The parties agree that fourteen (14) days shall be reasonable notice for the purpose of any Notice to Complete.
- 34.2 The Parties further agree that in the event that such notice issues by the Vendor, the Purchaser shall allow on completion to the Vendor the sum of \$220.00 (including GST), the payment of which is an essential term of this Contract.
35. The inclusions listed herein are included in the purchase and the purchase price. The purchaser acknowledges:
- (a) that unless otherwise stated, none of the said inclusions are new;
  - (b) that the Vendor has not made and does not make any representation or warranty as to the state of repair and condition of such items, and
  - (c) they accept all of the said inclusions on the date on which the Purchaser is entitled to possession of the property hereunder in the state of repair and condition that same are now in, with reasonable wear and tear between the date hereof and the date on which the Purchaser is entitled to possession of the property hereunder excepted,
- Title to such inclusions shall pass on completion of this agreement and the Vendor shall not be required to give formal delivery in respect thereof.
- (d) they accept the improvements in their present position, condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, contamination or infestation.
36. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement between the parties. The Purchaser further acknowledges that they enter into this agreement not relying upon any warranties or representations made to them by or on behalf of the Vendor that are not contained in the Contract.
37. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this Special Condition not been included herein, should either party, prior to completion, being either the Purchaser or Vendor or any one or more of them shall:-

- (a) die; or
- (b) become mentally incapacitated,

then either party may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

38. Should the purchaser be declared a bankrupt, assign their estate for the benefit of creditors, or, being a company, go into liquidation or enter into a creditors petition, then the Vendor may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 herein shall apply.
39. The Purchasers shall not be entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract:
  - (a) If it should be found that the existing fences or any of them, or any parts thereof are off correct boundaries;
  - (b) In relation to any telephone or electricity lines whether the property of Telstra, Country Energy or any other Public Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;
  - (c) If there are any encroachments by or upon the subject land.
40. If the purchaser does not complete this Contract by the completion date, and provided the Vendor is ready, willing and able to complete the Contract, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated at 6% per annum interest on the balance of the purchase money computed at a daily rate from the completion date referred to on the front page of this agreement up to and including the actual date of completion. It is agreed between the parties that the amount payable pursuant to this provision is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and other outgoings.
41. In the event of any inconsistency between Pages 4-19 of the 2019 NSW Contract for Sale of Land herein attached and these additional provisions it is expressly agreed that these additional provisions shall apply in respect of such inconsistency.
42. Pages 4-19 of the 2019 NSW Contract for Sale of Land herein attached are amended as follows:-
  - (a) Clause 25 is amended by removal of the words 'Qualified Title' and 'Limited Title' where appearing throughout.
43. In the event that the Purchaser pays less than 10% of the purchase price as deposit pursuant to clause 2 of this contract and if the Purchaser commits a breach entitling the vendor to terminate the contract then the whole of the 10% deposit will become due and payable notwithstanding that this contract is not completed.
 

This clause will not merge on completion and the Vendor will be entitled to sue for recovery of so much of the 10% deposit that remains outstanding.
44. In the event that this contract is exchanged under the provisions of Section 66S (cooling off period), the deposit referred to on the front page shall be paid by the purchaser as follows:

- (1) 0.25% of the purchase price on the date this contract was made; and
  - (2) The remainder of the 10% deposit at any time before 5.00pm on the expiry of the cooling off period.
45. Release of deposit:  
The purchaser irrevocably authorizes the release of the deposit paid by them to pay a deposit to secure the vendor's subsequent purchase provided that the deposit shall be held in the trust account of a stakeholder, being a licensed conveyancer, solicitor or real estate agent and shall not be further released.
46. Requisitions on title  
The purchaser agrees that the only form of requisitions the purchaser may raise pursuant to Clause 5 of the contract are in the form annexed hereto.
47. Execution of contract
- a) This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument
  - b) For the purpose of the Electronic Transactions Act 2000, each of the parties consents to send and receive the executed counterparts by email;
  - c) Submission of the executed counterpart for exchange by email will be accepted as a valid and binding execution of this contract
  - d) The vendor and purchaser acknowledge that the electronic version of this contract sent by email and signed by the respective party will be a true and original version of the contract and no other version will be provided unless agreed otherwise in writing by the parties.
48. Covid-19 (Coronavirus)  
This Clause applies whilst ever the Federal, NSW State, or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency:
1. In the event any party to the Contract is required to undertake self isolation or quarantine, such party will notify the other party immediately and
    - a. In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such self-isolation or quarantine, then the completion date is extended by 21 days
  2. In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible and
    - a. In the event that completion does not take place by the completion date as provided for in Clause 15 of this Contract due to such hospitalisation, then on and from the date of the that party's discharge from hospital, the completion date is extended by 21 days.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. In respect of the property and the common property:  
(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;  
(iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
16. If a swimming pool is on the common property:  
(a) when did construction of the swimming pool commence?  
(b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?

- (c) If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
- 17. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

- 18. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

- 19. Has the initial period expired?
- 20. If the property includes a utility lot, please specify the restrictions.
- 21. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 22. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

- 24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.





LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
Triconvey (Reseller)  
Ph. 1300 064 452 Fax.

FOLIO: 9/SP103122

SEARCH DATE	TIME	EDITION NO	DATE
24/1/2022	12:57 PM	2	25/5/2021

LAND

LOT 9 IN STRATA PLAN 103122  
AT FORSTER  
LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

IAN KEVIN TULL  
CHERYL DENISE TULL  
AS JOINT TENANTS

(T AR81512)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103122

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

k12137

PRINTED ON 24/1/2022

\* 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.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
Triconvey (Reseller)  
Ph. 1300 064 452 Fax.

FOLIO: CP/SP103122

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SEARCH DATE	TIME	EDITION NO	DATE
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24/1/2022	12:58 PM	1	10/5/2021

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103122  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FORSTER  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF FORSTER COUNTY OF GLOUCESTER  
TITLE DIAGRAM SP103122

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 103122  
ADDRESS FOR SERVICE OF DOCUMENTS:  
50 HEAD STREET  
FORSTER  
NSW 2428

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE  
STRATA PLAN
- 3 AQ397053 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION  
4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

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STRATA PLAN 103122

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	~ 26	2	- 18	3	- 24	4	- 26
5	- 23	6	- 26	7	- 26	8	- 23
9	- 26	10	- 27	11	- 24	12	- 27
13	- 28	14	- 24	15	- 28	16	- 30
17	- 25	18	- 30	19	- 31	20	- 26
21	- 31	22	- 34	23	- 27	24	- 34
25	- 38	26	- 30	27	- 38	28	- 42
29	- 34	30	- 42	31	- 66	32	- 66

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: CP/SP103122  
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PAGE 2

NOTATIONS  
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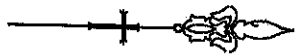
UNREGISTERED DEALINGS: NIL

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

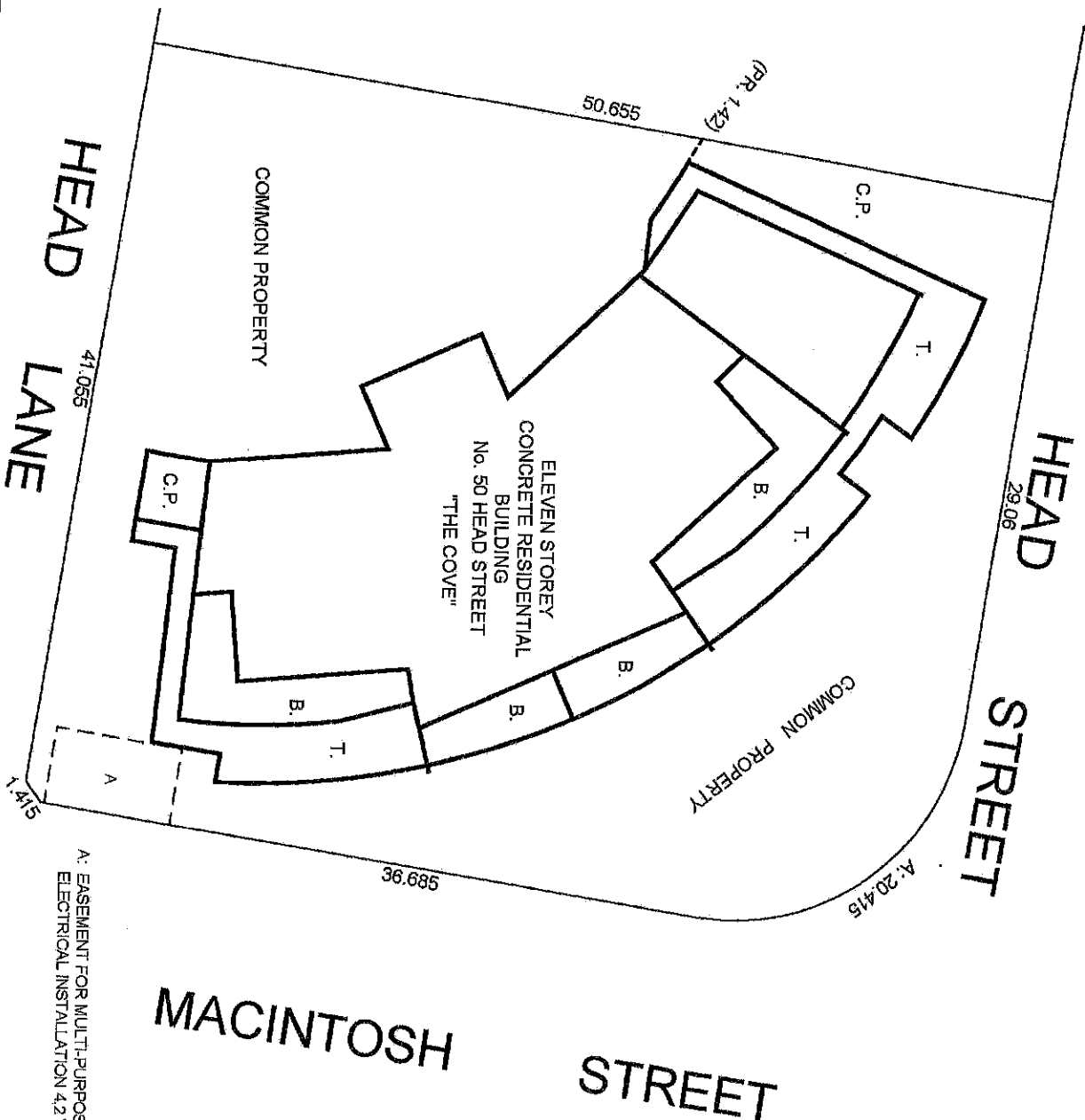
k12137

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DP17917



NOTE:

- T. DENOTES TERRACE
- B. DENOTES BALCONY
- C.P. DENOTES COMMON PROPERTY
- PR. DENOTES PROLONGATION OF FACE OF WALL

LOCATION

PLAN

SURVEYOR

Name: Steven Peter Whiteman

Date : 29-10-2020

Reference: 67115

PLAN OF SUBDIVISION OF LOT 100 DP1261897

HEAD LANE

HEAD STREET

STREET

MACINTOSH

LGA: MID-COAST

Locality : FORSTER

Reduction Ratio: 1:250

Lengths are in metres

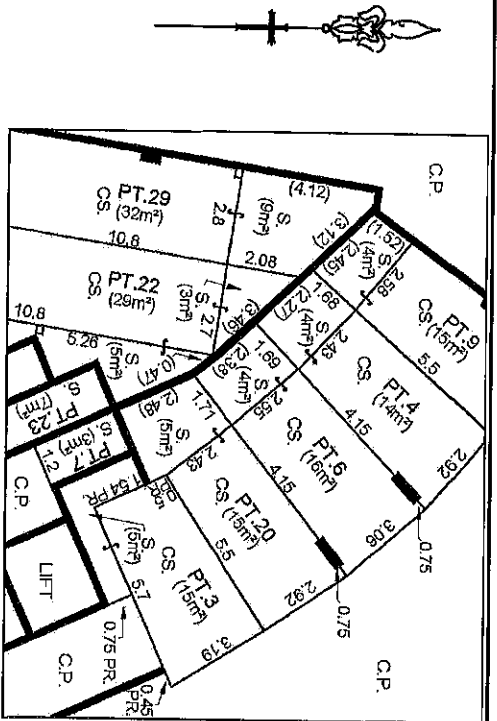
REGISTERED



10/05/2021

SP103122

A: EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE VIDE AQ397053



NOTE: C.P. DENOTES COMMON PROPERTY.

S. DENOTES STORAGE SPACE.

CS. DENOTES CAR SPACE.

PR. DENOTES PROLONGATION OF FACE OF WALL.

THE LIFT, STAIRS &amp; CONCRETE COLUMNS WITHIN PARKING SPACES ARE COMMON PROPERTY.

ALL STORMWATER PIPES AND STRUCTURES ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE.

ALL SERVICE LINES AND DUCTS WITHIN CAR SPACES ARE COMMON PROPERTY.

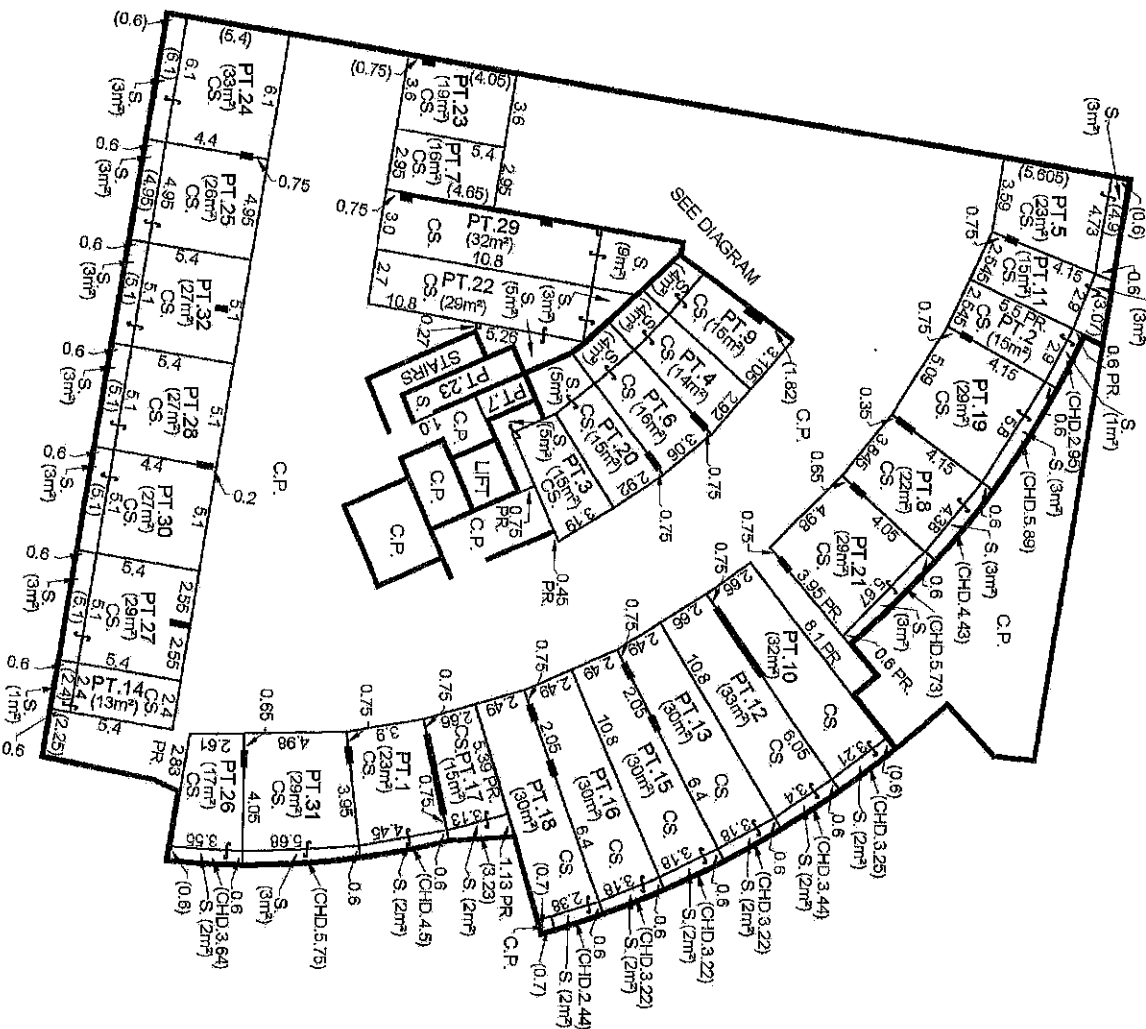
DENOTES COLUMN

DENOTES PROLONGATION OF CENTRELINE OF COLUMN

DENOTES PROLONGATION OF FACE OF COLUMN

DENOTES RIGHT ANGLE

CHD. DENOTES CHORD



SURVEYOR

Name: Steven Peter Whiteman

Date : 29-10-2020

Reference: 6711S

PLAN OF SUBDIVISION OF LOT 100 DP1261897

REGISTERED

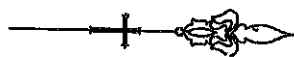


10/05/2021

BASEMENT

SP103122

LGA: MID-COAST  
Locality : FORSTER  
Reduction Ratio: 1:250  
Lengths are in metres



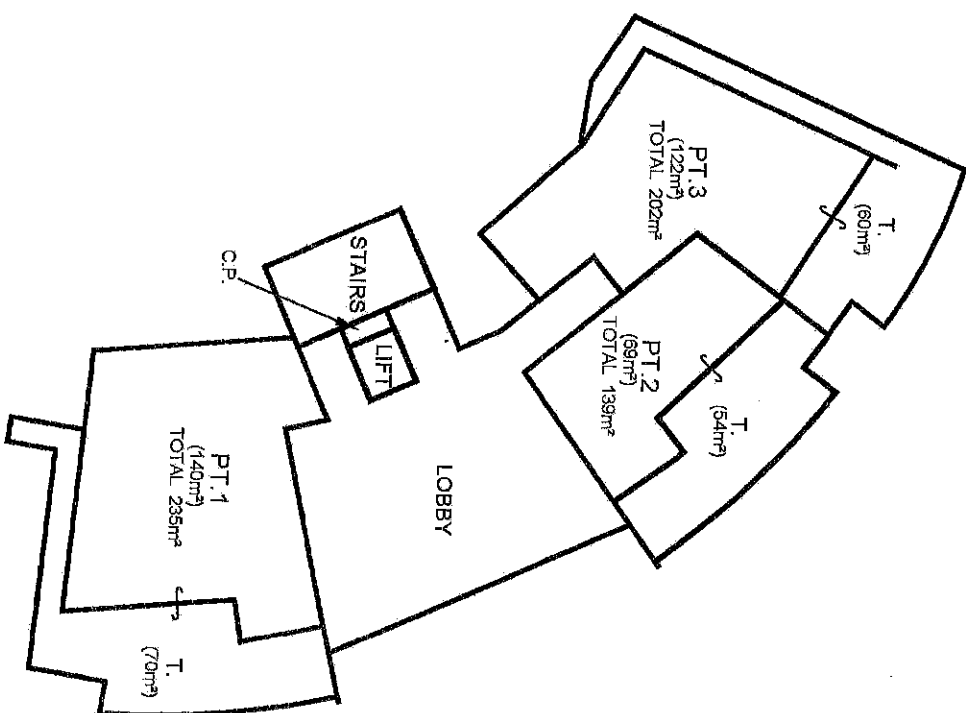
NOTE: T. DENOTES TERRACE, THE STRATUM OF THE TERRACES IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2016 ONLY AND ARE APPROXIMATE.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

C.P. DENOTES COMMON PROPERTY



# GROUND FLOOR

## SURVEYOR

Name: Steven Peter Whiteman

Date : 29-10-2020

Reference: 67115

PLAN OF SUBDIVISION OF LOT 100 DP1261897

LGA: MID-COAST

Locality : FORSTER

Reduction Ratio: 1:250

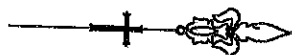
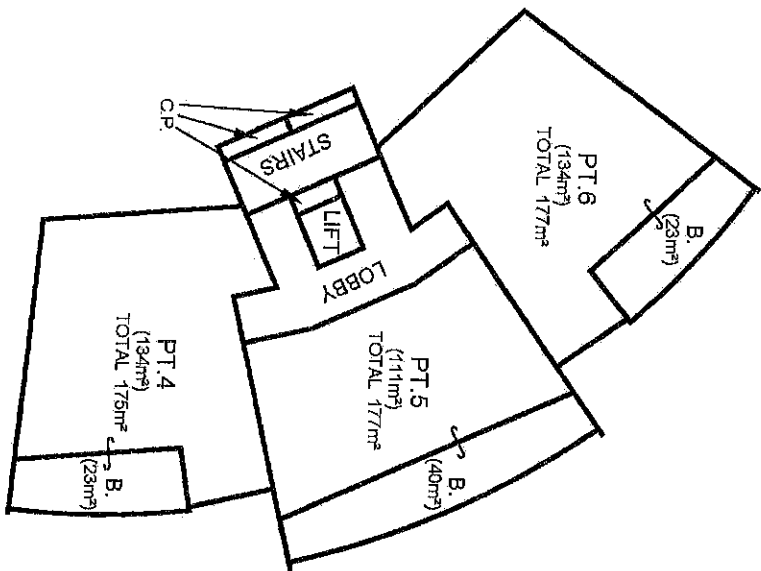
Lengths are in metres

REGISTERED

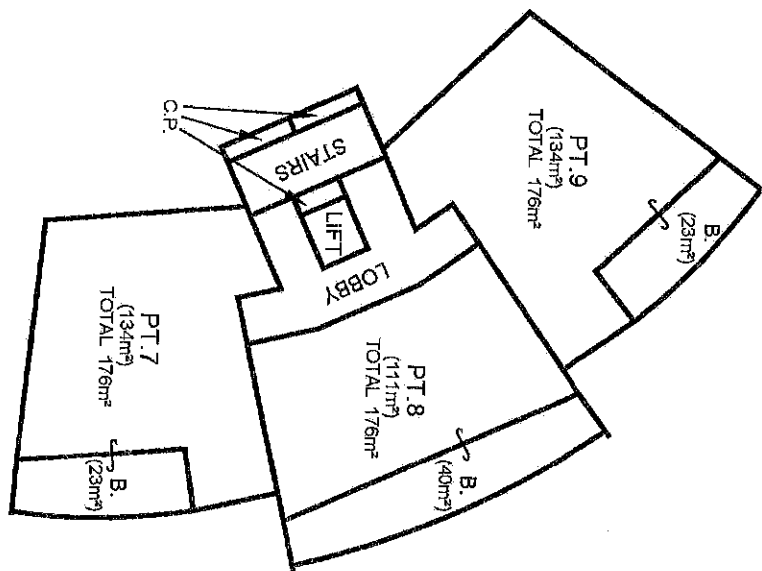


10/05/2021

SP103122



# FIRST FLOOR



# SECOND FLOOR

NOTE: B. DENOTES BALCONY, THE STRATUM OF THE BALCONY IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

C.P. DENOTES COMMON PROPERTY

## SURVEYOR

Name: Steven Peter Whiteman

Date : 28-10-2020

Reference: 6711S

PLAN OF SUBDIVISION OF LOT 100 DP1261897

LGA: MID-COAST

Locality : FORSTER

Reduction Ratio: 1:250

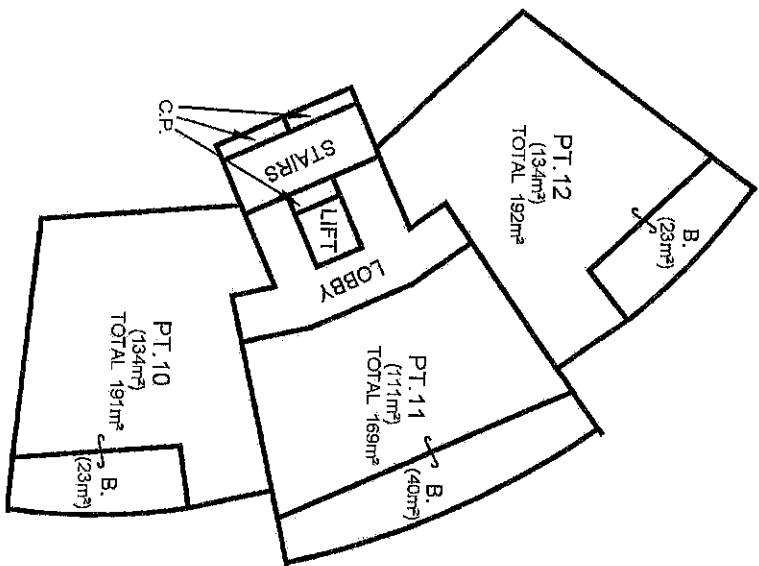
Lengths are in metres

REGISTERED



10/05/2021

SP103122



## THIRD FLOOR

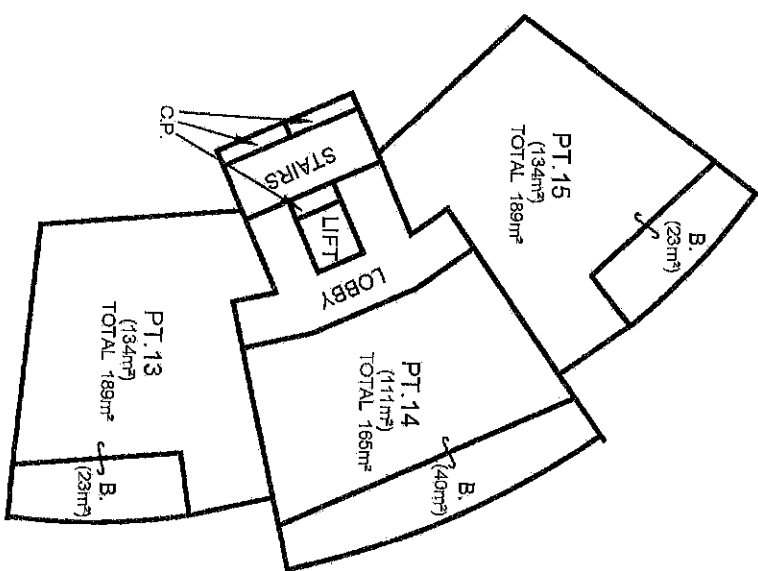
NOTE: B. DENOTES BALCONY, THE STRATUM OF THE BALCONY IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

C.P. DENOTES COMMON PROPERTY



## FOURTH FLOOR

### SURVEYOR

Name: Steven Peter Whiteman

Date : 29-10-2020

Reference: 67115

VERSION 10 (31/03/21)

### PLAN OF SUBDIVISION OF LOT 100 DP1261897

LGA: MID-COAST

Locality : FORSTER

Reduction Ratio: 1:250

Lengths are in metres

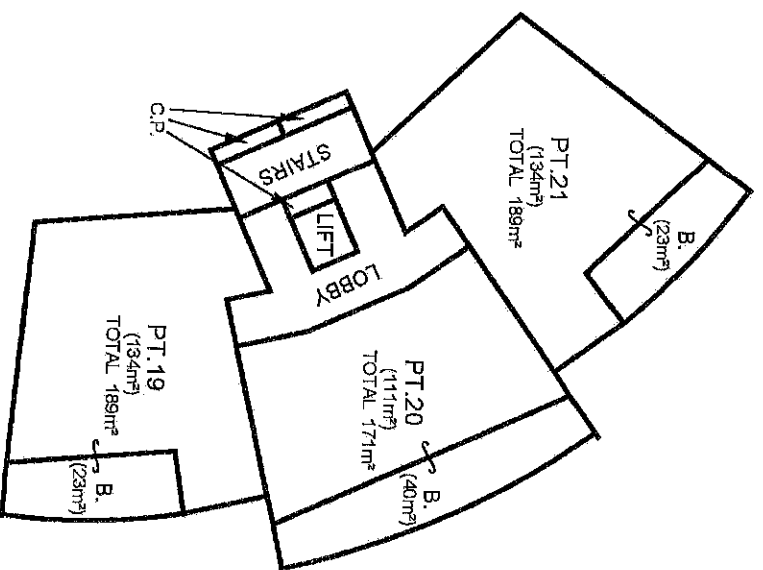
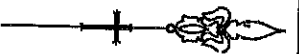
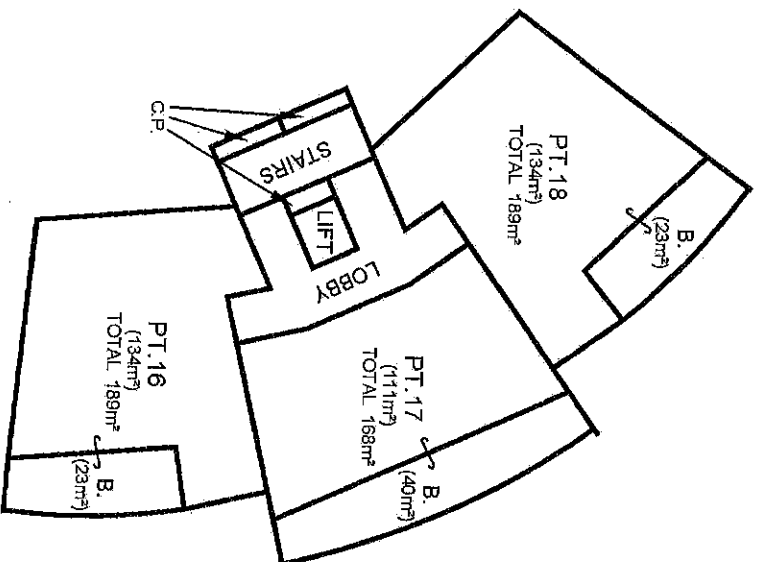
REGISTERED



10/05/2021

SP103122





## FIFTH FLOOR

## SIXTH FLOOR

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONY IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

C.P. DENOTES COMMON PROPERTY

### SURVEYOR

Name: Steven Peter Whiteman

Date :

Reference: 6711S

PLAN OF SUBDIVISION OF LOT 100 DP1261897

LGA: MID-COAST

Locality : FORSTER

Reduction Ratio: 1:250

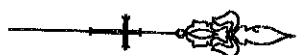
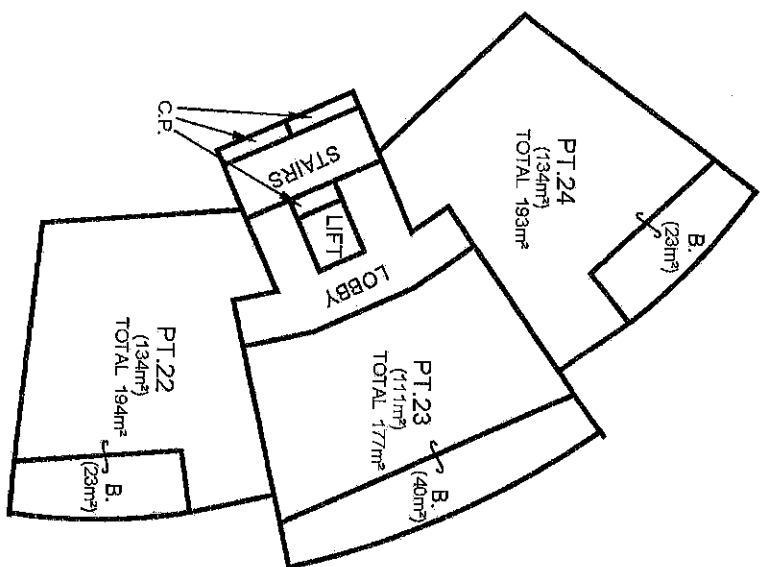
Lengths are in metres

REGISTERED



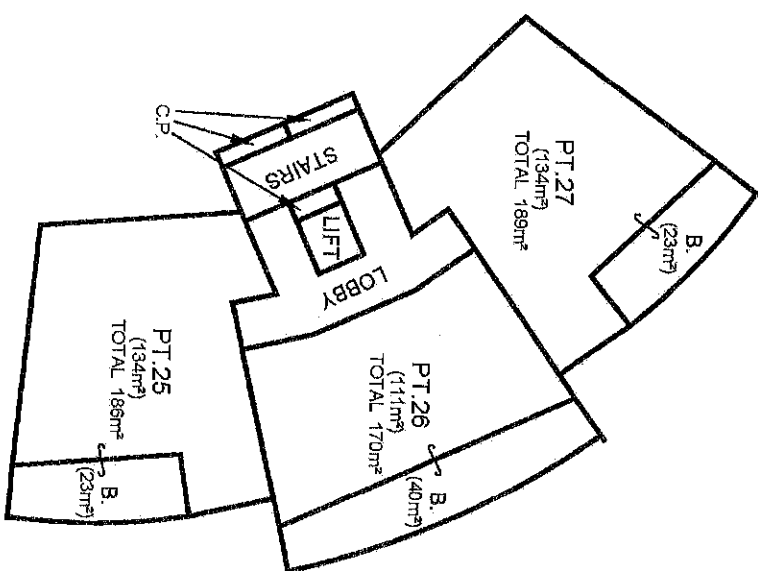
10/05/2021

SP103122



## SEVENTH FLOOR

## EIGHTH FLOOR



NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONY IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

C.P. DENOTES COMMON PROPERTY

### SURVEYOR

Name: Steven Peter Whiteman

Date : 29-10-2020

Reference: 6711S

PLAN OF SUBDIVISION OF LOT 100 DP1261897

LGA: MID-COAST

Locality : FORSTER

Reduction Ratio: 1:250

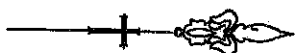
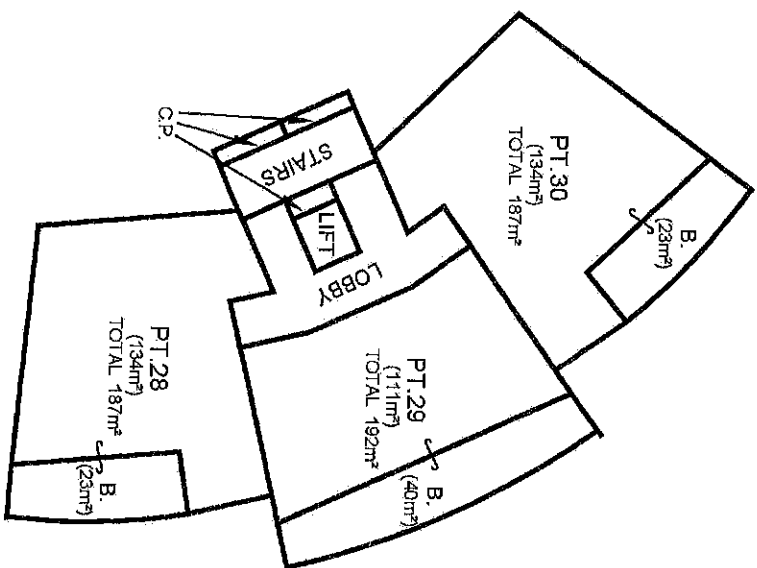
Lengths are in metres

REGISTERED



10/05/2021

SP103122



## NINTH FLOOR

NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONY IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO THE UNDERSIDE OF THE BALCONY IMMEDIATELY ABOVE AND HORIZONTAL PROJECTION THEREOF WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

C.P. DENOTES COMMON PROPERTY

### SURVEYOR

Name: Steven Peter Whiteman

Date : 29-10-2020

Reference: 6711S

PLAN OF SUBDIVISION OF LOT 100 DP1261897

LGA: MID-COAST

Locality : FORSTER

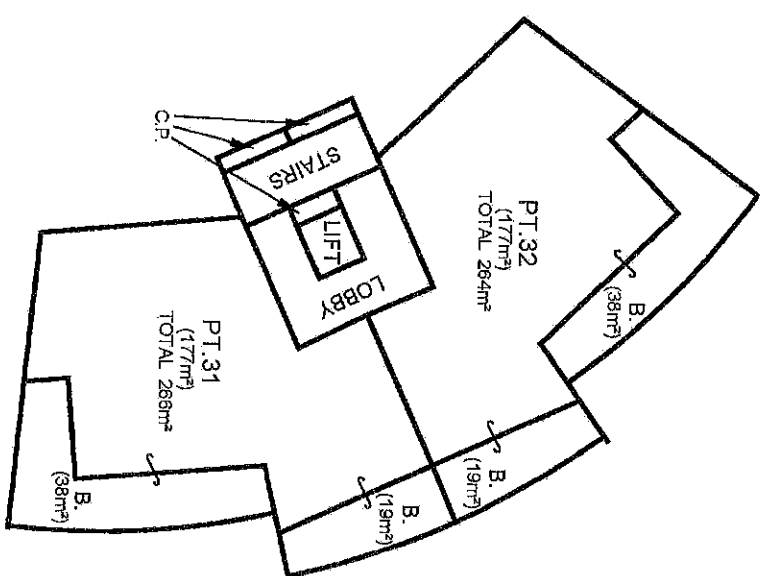
Reduction Ratio: 1:250

Lengths are in metres

REGISTERED

10/06/2021

SP103122



## TENTH FLOOR


NOTE: B. DENOTES BALCONY. THE STRATUM OF THE BALCONY IS LIMITED FROM THE UPPER SURFACE OF THEIR CONCRETE FLOOR TO 3 METRES ABOVE THIS SURFACE WHERE NOT COVERED.

THE LIFT, LOBBY & STAIRS ARE COMMON PROPERTY.

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE.

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

C.P. DENOTES COMMON PROPERTY

SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 1 sheet(s)
Office Use Only		Office Use Only
Registered:  10/05/2021		SP103122
<b>PLAN OF SUBDIVISION OF:</b> LOT 100 DP1261897		LGA: MID-COAST Locality: FORSTER Parish: FORSTER County: GLOUCESTER
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents <del>The Owners - Strata Plan No.</del> 50 Head Street, Forster 2428  Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.
<b>Surveyor's Certificate</b> I, <u>Steven Peter Whiteman</u> of <u>3 Wharf Street Forster. Po Box 510</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^		<b>Strata Certificate (Registered Certifier)</b> I, <u>ANDREW SYMONAS</u> being an Registered Certifier, registration number <u>64C 1837</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with <del>section 63 Strata Schemes Development Act 2015.</del>
Signature: <u>[Signature]</u> Date: <u>29-10-20</u> Surveyor ID: ..... Surveyor's Reference: <u>6711S</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Certificate Reference: <u>16398</u> Relevant Planning Approval No.: <u>64-361-2020</u> Issued by: <u>MID COAST COUNCIL</u> Signature: <u>[Signature]</u> Date: <u>19 APRIL 2021</u> ^ Insert lot numbers of proposed utility lots.

\* Strike through if inapplicable

<b>SP FORM 3.07 (2019)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 6 sheet(s)
<div style="display: flex; justify-content: space-between;"> <span>Office Use Only</span> <span>Office Use Only</span> </div>		
Registered:  10/05/2021	SP103122	

**VALUER'S CERTIFICATE**

I, BELINDA RICHARDSON of ROBERTSON & ROBERTSON

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

Professional Body: AUSTRALIAN PROPERTY INSTITUTE

Class of membership: ASSOCIATE

Membership number: 14969

certify that the unit entitlements shown in the schedule herewith were apportioned on 31 MARCH 2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: [Signature] Date: 31 MARCH 2021

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**

<b>SCHEDULE OF UNIT ENTITLEMENT</b>			
LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	26	19	31
2	18	20	26
3	24	21	31
4	26	22	34
5	23	23	27
6	26	24	34
7	26	25	38
8	23	26	30
9	26	27	38
10	27	28	42
11	24	29	34
12	27	30	42
13	28	31	66
14	24	32	66
15	28	AGGREGATE	1000
16	30		
17	25		
18	30		

Surveyor's Reference: 6711S

SP FORM 3.08 (Annexure)

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 3 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:



10/05/2021


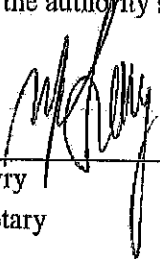
**SP103122**


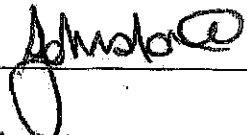

This sheet is for the provision of the following information as required:

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


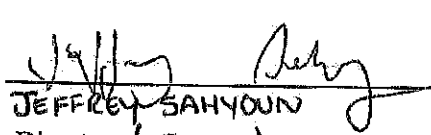
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		50	Head	Street	Forster
1	G01	50	Head	Street	Forster
2	G02	50	Head	Street	Forster
3	G03	50	Head	Street	Forster
4	101	50	Head	Street	Forster
5	102	50	Head	Street	Forster
6	103	50	Head	Street	Forster
7	201	50	Head	Street	Forster
8	202	50	Head	Street	Forster
9	203	50	Head	Street	Forster
10	301	50	Head	Street	Forster
11	302	50	Head	Street	Forster
12	303	50	Head	Street	Forster
13	401	50	Head	Street	Forster
14	402	50	Head	Street	Forster
15	403	50	Head	Street	Forster
16	501	50	Head	Street	Forster
17	502	50	Head	Street	Forster
18	503	50	Head	Street	Forster
19	601	50	Head	Street	Forster
20	602	50	Head	Street	Forster
21	603	50	Head	Street	Forster
22	701	50	Head	Street	Forster
23	702	50	Head	Street	Forster
24	703	50	Head	Street	Forster
25	801	50	Head	Street	Forster
26	802	50	Head	Street	Forster
27	803	50	Head	Street	Forster
28	901	50	Head	Street	Forster
29	902	50	Head	Street	Forster
30	903	50	Head	Street	Forster
31	P1	50	Head	Street	Forster
32	P2	50	Head	Street	Forster


Surveyor's Reference: 6711S

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 6 sheet(s)
Office Use Only		Office Use Only
Registered:  10/05/2021	<b>SP103122</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• A schedule of street addresses</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see section 22 Strata Schemes Development Act 2015</li></ul>		
<p><b>Executed by Mundarra Pty Ltd</b> ACN 620 775 877 in accordance with s127 of the Corporations Act by the authorised persons whose signature appears below pursuant to the authority specified</p> <p></p> <p>Michael John Lowry Sole director/secretary</p>		
Surveyor's Reference: 6711S VERSION: 30/10/20		

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 6 sheet(s)
<div>Office Use Only</div> <div>Registered:  10/05/2021</div>		<div>Office Use Only</div> <div><b>SP103122</b></div>
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• A schedule of street addresses</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p><b>Executed by The Trust Company (Australia) Limited ACN 000 000 993</b> in accordance with <del>s127 of the Corporations Act</del> by the authorised persons whose signature appears below pursuant to the authority specified</p>		<p>Executed under Power of Attorney dated 18 September 2014 <i>Book 4676 Ref. NO. 134</i></p>
<div> _____ Witness <del>Director</del>  Shane Johnstone Client Service Officer</div>		<div> _____ Attorney <del>Director</del>  Trent Franklin Senior Client Manager</div>
Surveyor's Reference: 6711S VERSION 9 (30/10/20)		



SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 6 sheet(s)
Office Use Only		Office Use Only
Registered:  10/05/2021	<b>SP103122</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• A schedule of street addresses</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see section 22 Strata Schemes Development Act 2015</li></ul>		
<p><b>Executed by Jasara Investments Pty Limited</b> ACN 122 402 439 in accordance with s127 of the Corporations Act by the authorised persons whose signature appears below pursuant to the authority specified</p> <p>_____</p> <p>Director</p> <p style="text-align: right;"> <b>JEFFREY SAHYOUN</b> Sole Director / Secretary</p>		
Surveyor's Reference: 6711S VERSION 9 (30/10/20)		


Approved Form 7	Strata Plan By-laws	Sheet 1 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

Instrument setting out the details of by-laws to be created upon registration of  
a strata plan

**By-laws**  
**50 – 52 Head Street, Forster NSW 2428**


This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is  
intended to create by-laws other than model by-law

Approved Form 7		Strata Plan By-laws	Sheet 2 of 31 sheet(s)
Registered:  10/05/2021		Office Use Only	
SP103122		Office Use Only	

## Contents

1.	Definitions.....	4
2.	Interpretation.....	7
3.	Noise.....	7
4.	Rules.....	7
5.	Obstruction of Common Property.....	8
6.	Damage to lawns and plants on Common Property.....	8
7.	Damage to Common Property.....	8
8.	Behaviour of Owners and Occupiers.....	9
9.	Children playing on Common Property in Building.....	9
10.	Behaviour of Invitees.....	10
11.	Depositing rubbish and other material on Common Property.....	10
12.	Washing and curtains.....	10
13.	Cleaning windows and doors.....	10
14.	Storage of inflammable liquids and other substances and materials.....	11
15.	Moving and delivering furniture and goods.....	11
16.	Building Manager.....	12
17.	Floor coverings.....	13
18.	Garbage disposal.....	14
19.	Keeping of animals.....	15
20.	Appearance of Lot.....	16
21.	Change in use of Lot to be notified.....	17
22.	Fire safety.....	17
23.	Prevention of hazards.....	17

Approved Form 7	Strata Plan By-laws	Sheet 3 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

24.	Selling and leasing activities .....	17
25.	Security Keys .....	17
26.	Vehicles and parking areas.....	18
27.	Structural support in the Building .....	18
28.	Access to inspect or read meters .....	19
29.	Annual fire safety certification .....	19
30.	Noise control – plant and machinery .....	19
31.	Public access .....	19
32.	Failure to comply with by-laws.....	19
33.	Cladding .....	20
34.	Use and maintenance of Balconies.....	20
35.	False Fire Alarm.....	20
36.	Compliance with planning and other requirements.....	21
37.	Service of documents on Owner of Lot by Owners Corporation .....	21
38.	Access rights .....	21
39.	Lift.....	21
40.	Gymnasium and swimming pool area.....	22
41.	Air-Conditioning Unit.....	23
42.	Smoke Penetration .....	23
43.	Building Management Agreement.....	23
44.	Letting Agreement.....	25
45.	Financier Deed .....	26
46.	Exclusive Use of Ground Floor Office Area – Lot 1 .....	27

Approved Form 7		Strata Plan By-laws	Sheet 4 of 31 sheet(s)
Registered: 10/05/2021		SP103122	
Office Use Only		Office Use Only	

## Terms

### Notes on by-laws

- A The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.
- B All Owners and Occupiers and the Owners Corporation must comply with the by-laws.
- C The Owners Corporation may amend the by-laws.

### 1. Definitions

**Act** means *Strata Schemes Management Act 2016* (NSW) as amended from time to time.

**Authority** means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

**Automatic Fire Alarm Network Service Agreement** means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and rescue NSW's automatic fire alarm system.

**Balcony** means the areas shown on the Strata Plan as being a balcony, terrace or courtyard or any other area having the attributes of a balcony, terrace or courtyard.

**Balcony Fittings** means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

**Building** means the building constructed within the Scheme and includes all recreational facilities, storage Areas and Common Property within the Scheme.

**Building Manager** means the person or entity appointed under the Building Management Agreement.

**Building Management Agreement** means a Building Management Agreement entered into pursuant to By Law Error! Reference source not found.


**Business Day** means any day that is not a Saturday, Sunday or a public holiday in the State of New South Wales.

**Common Property** means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

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

**Complex** means all buildings and improvements within the Strata Plan.

**Council** means MidCoast Council or its replacement Council.

Approved Form 7	Strata Plan By-laws	Sheet 5 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

**Divider** means a screen, structure or device used for the purpose of creating a fence or door to separate the car parking space of a Lot from other Lots or Common Property.

**Fire Alarm** means a back-to-base fire alarm system installed on the Common Property.

**Fire Alarm Costs** means:

- (a) any charges imposed by Fire and Rescue NSW pursuant to the *Fire and Rescue NSW Act 1989*, the *Fire Brigades Regulation 2014* and the Automatic Fire Alarm Network Service Agreement in responding to activation of any Fire Alarm;
- (b) any additional administrative fees associated with the charges referred to in paragraph (a) above, pursuant to the Automatic Fire Alarm Network Service Agreement.

**Fire Rescue NSW** means the department of government established by the *Fire Brigades Act 1989* or any other authority which replaces or performs that same function.

**Fire Safety Management Plan** means the plan prepared for the Building that documents the essential fire safety measures, maintenance and procedures to be followed to ensure the ongoing fire safety of persons within the Building.

**Gymnasium and Swimming Pool Area** means the Gymnasium and Swimming Pool.

**Gymnasium** means the gymnasium constructed on Common Property.

**Letting Agreement** means the Letting Agreement entered into pursuant to By Law Error! Reference source not found..

**Letting Manager** means the person or entity appointed under the Letting Agreement.

**Lot** means a lot in the Scheme.

**Occupier** means the occupier, licensee or person in lawful possession of a Lot.

**Original Proprietor** means:


- (a) Mundarra Pty Limited ACN 620 775 877

(Original Proprietor Entities).

or any nominee of the Original Proprietor Entities notified to the Strata Committee.

**Owner** means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot;
- (b) for a Common Property Rights By-Law, the owner of the Lot benefiting from the by-law; and

Approved Form 7		Strata Plan By-laws	Sheet 6 of 31 sheet(s)
Registered: 		Office Use Only	
10/05/2021		SP103122	
Office Use Only		Office Use Only	

(c) a mortgagee in possession of the Lot

**Owners Corporation** means the owners corporation established on registration of the Strata Plan.

**Penthouse** means the lots situated on the top level of the Building.

**Residential Lot(s)** means all Lots in the Scheme.

**Residential Lift(s)** means the lift in the Scheme denoted as "Lift" in the Strata Plan.

**Roof Top Area** means the area on the roof of the building which is out of bounds subject to By-Law 41

**Rules** means the rules made by the Owners Corporation in accordance with the by-law 4.

**Services** means the services provided by the Building Manager to the Owners Corporation under the Building Manager Agreement including, without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

**Scheme** means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communications systems in the Building.

**Site** means the land comprising the Strata Plan.


**Strata Committee** means the strata committee of the Owners Corporation constituted pursuant to Part 3 Division 1 of the Act

**Strata Manager** means the person appointed from time to time under Part 4 of the Act in relation to the Scheme.

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

**Swimming Pool** means the swimming pool constructed on Common Property.

**Unit Entitlement** means the relative proportion of each Owner's share of ownership in the whole of the strata scheme.

Approved Form 7		Strata Plan By-laws	Sheet 7 of 31 sheet(s)
Registered:	Office Use Only	Office Use Only	
 10/05/2021		SP103122	

## 2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (d) an expression imparting a natural person includes any company, partnership, joint venture, association or other corporation and any governmental authority;
- (e) a reference to a thing includes part of that thing;
- (f) headings are for convenience and do not affect the interpretation of these by-laws; and
- (g) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

## 3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

## 4. Rules

### 4.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Scheme and, in particular, the use of the Common Property.

### 4.2 Changing Rules

Subject to these by-laws (including any Common Property Rights By-Laws or special privilege rights of the Owners and Occupiers), the Owners Corporation may add to or change the Rules at any time.

### 4.3 Owners' and Occupiers' obligations

The Owners and Occupiers must comply with the Rules.



Approved Form 7		Strata Plan By-laws	Sheet 8 of 31 sheet(s)
Registered:	Office Use Only	Office Use Only	
10/05/2021		SP103122	

4.4 Inconsistency with by-laws

If a Rule is inconsistent with the by-laws or the requirements of any relevant Authority, the by-laws or Authority requirements prevail to the extent of the inconsistency.

5. Obstruction of Common Property

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

6. Damage to lawns and plants on Common Property

(a) An Owner or Occupier must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property.

(b) An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of Common Property.

7. Damage to Common Property

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property, except with the written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under this by-law 7 cannot authorise any additions to Common Property.

(c) This by-law 7 does not prevent an Owner or person authorised by an Owner from installing:

(i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;


(ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot;

(iii) any structure or device to prevent harm to children; or

(iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot;

unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lot or Common Property.

(d) 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.

Approved Form 7	Strata Plan By-laws	Sheet 9 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>


- (e) Despite section 106 of the Act, the Owner of a Lot must:
- (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
  - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law 7 that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law 7 which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law 7, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law 7.
- (g) The costs of the Owners Corporation in removing and replacing that screen, structure or device will be a debt payable by the Owner to the Owners Corporation on demand.

## 8. Behaviour of Owners and Occupiers

- (a) 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.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

## 9. Children playing on Common Property in Building

- (a) Unless accompanied by an adult exercising effective control, an Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or to be or to remain on Common Property comprising a car parking or recreational area or other area of possible danger or hazard to children.

Approved Form 7		Strata Plan By-laws	Sheet 10 of 31 sheet(s)
Registered:  10/05/2021		Office Use Only SP103122	

(b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

#### 10. Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

#### 11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

#### 12. Washing and curtains

(a) An Owner or Occupier may not:

(i) dry, air or display clothing other than in areas designated for that purpose by the Owners Corporation;

(ii) without the consent of the Owners Corporation permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or

(iii) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.


(b) The Owners Corporation will generally approve blinds which is in keeping with the rest of the Building.

#### 13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that 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.


Approved Form 7	Strata Plan By-laws	Sheet 11 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

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

- (a) 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 Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This by-law 14 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.

**15. Moving and delivering furniture and goods**

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
  - (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
  - (ii) repair any damage they (or the person making the delivery) cause to Common Property; and
  - (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
  - (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
  - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
  - (iii) Owners or Occupiers may be prohibited from moving items through the foyer(s) of the Building and/or restricted to using the lift; and
  - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

Approved Form 7	Strata Plan By-laws	Sheet 12 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

- (d) The Owners Corporation may appoint a Strata Manager to assist it to perform its functions under this by-law 16. If this happens, Owners and Occupiers must:
- (i) make arrangements with the person so appointed when they move in or out of the Building; and
  - (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

## **16. Building Manager**

### **16.1 Appointment**

The Owners Corporation may:

- (a) appoint the Building Manager to provide Services; and
- (b) enter into the Building Manager Agreement referred to in by-law 16.2 to provide those services.

### **16.2 Building Manager Agreement**


The Building Manager Agreement may contain the following provisions:

- (a) provide for remuneration of the Building Manager of an annual fee to be agreed between the Owners Corporation and the Building Manager; and
- (b) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.
- (c) the manner in which the Building Manager must carry out the Services;
- (d) the manner in which employees and contractors are to be engaged;
- (e) the manner in which the Building Manager may be reimbursed for expenses; and
- (f) the manner in which the Building Manager Agreement may be assigned.

### **16.3 Obstruction of the Building Manager**

The Owners and Occupiers must not:

- (a) interfere with or obstruct the Building Manager from providing the services contemplated by the Building Manager Agreement;
- (b) interfere with or obstruct the Building Manager from using any part of the Common Property in providing the services contemplated by the Building Manager Agreement.

Approved Form 7	Strata Plan By-laws	Sheet 13 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>


#### 16.4 Delegation by Owners Corporation

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) If the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager; and
- (b) If the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to a member of the Strata Committee.

#### 17. Floor coverings

- (a) 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.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
  - (i) the Impact Insulation rating of an installed floor covering or treatment must have an Impact Insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia;
  - (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
  - (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law 18 has been complied with.
- (d) By-law 17(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 17(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

Approved Form 7	Strata Plan By-laws	Sheet 14 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

## **18. Garbage disposal**

### **18.1 Making rules**

The Owners Corporation may make Rules about the storage and removal of garbage from the Site.


### **18.2 Requirements for Residential Lots**

#### **18.3 An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:**

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

#### **18.4 An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:**

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

Approved Form 7		Strata Plan By-laws	Sheet 15 of 31 sheet(s)
Registered:	Office Use Only	Office Use Only	
 10/05/2021	SP103122		

**18.5 An owner or occupier of a lot must:**

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

**18.6 The owners corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.**


**19. Keeping of animals**

- (a) Subject to section 139(5) of the Act, an Owner or Occupier may keep up to two small animals on its Lot or on Common Property, if the Owner or Occupier gives the Owners Corporation written notice that it is being kept on the lot.
- (b) The notice must be given not later than 14 days after the animal commences being kept on the lot.
- (c) If an Owner or Occupier of a lot keeps an animal on the lot, the Owner or Occupier must:
  - (i) Keep the animal within the lot, and
  - (ii) Supervise the animal when it is on the Common Property, and
  - (iii) Take any action that is necessary to clean all areas of the lot or the Common Property that are soiled by the animal.
- (d) The written notice to the Owners Corporation must include:
  - (i) Details of the type and size (including weight) of the animal; and
  - (ii) a photograph of the animal

and the Owners Corporation may refuse to allow an animal to be kept on the lot other than a:

- (i) cat;
- (ii) dog (other than a dangerous dog as defined in the *Companion Animals Act 1998*);
- (iii) caged bird;
- (iv) fish in a secure aquarium; or
- (v) any other small animal approved by the Strata Committee.




Approved Form 7	Strata Plan By-laws	Sheet 16 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

- (e) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the Council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (f) An Owner and Occupier must ensure that its cat, dog or bird:
  - (i) is kept within the Lot whenever practicable;
  - (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property;
  - (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed; and
  - (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (g) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Strata Committee is entitled to request by written notice to the Owner or Occupier, that the animal be removed, following which the animal must be removed from the Lot and the Scheme within seven days.
- (h) Nothing in this bylaw overrides the operation of the *Companion Animals Act 1998*.

## 20. Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with 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 appearance of the rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
  - (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
  - (ii) satellite dishes or antennas.

Approved Form 7		Strata Plan By-laws	Sheet 17 of 31 sheet(s)
Registered:	Office Use Only	Office Use Only	
 10/05/2021	SP103122		

**21. Change in use of Lot to be notified**

- (a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).
- (b) Notwithstanding by-law 21(a), the Owner or Occupier is only permitted to use the Lot for residential purposes.

**22. Fire safety**

- (a) The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.
- (b) The Strata Committee must adopt the Fire Safety Management Plan for the Building and the Owners and Occupiers must comply with the Fire Safety Management Plan.
- (c) The Owners Corporation must comply with all relevant obligations prescribed by the *Environmental Planning and Assessment Regulation 2000* with respect to all matters concerning fire safety of the Building.

**23. Prevention of hazards**


The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using Common Property.

**24. Selling and leasing activities**

- (a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:
  - (i) maintain selling and leasing offices and facilities;
  - (ii) maintain signs in connection with those selling and leasing activities; and
  - (iii) conduct selling, leasing and auction activities.
- (b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

**25. Security Keys**

- (a) If relevant, the Strata Manager will issue security keys or swipes to the Owner of a Lot, but an Owner is not entitled to more keys or swipes than there are bedrooms

Approved Form 7	Strata Plan By-laws	Sheet 18 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

In the Owner's Lot except in the case of a one bedroom Lot, where the entitlement is to two sets of keys or swipes.


- (b) The Strata Manager will charge a fee for each Security Key given and may charge a deposit, which will be retained by the Strata Manager if a Security Key must be replaced, and return that deposit if a Security Key or swipe is returned undamaged.
- (c) The Owner or Occupier of a Lot may not duplicate or copy the key or swipe.
- (d) If the Owner or Occupier of a Lot has damaged, lost or had its security key or swipe stolen, then the Owner must immediately notify the Strata Manager which will replace the key at the cost of the Owner.
- (e) The Owner or Occupier of a Lot will return any security key or swipe to the Strata Manager immediately on request.

## 26. Vehicles and parking areas

- (a) An Owner, or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.
- (d) The Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.
- (e) An owner or Occupier of a Lot must not at any time use any space or the Common Property for:
  - (i) Washing vehicles (other than the car wash bay area if available); and
  - (ii) Repairing, modifying and/or maintaining any vehicle.

## 27. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which affects structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant Authorities required by law must also be obtained for the alterations and any

Approved Form 7	Strata Plan By-laws	Sheet 19 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant Authorities and the Owners Corporation.

**28. Access to inspect or read meters**

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

**29. Annual fire safety certification**

The Owners Corporation must certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

**30. Noise control – plant and machinery**


An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

**31. Public access**

An Owner or Occupier will not obstruct a public access way with any materials, vehicles, refuse, skips or the like under any circumstances.

**32. Failure to comply with by-laws**

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
  - (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and
  - (ii) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.

Approved Form 7	Strata Plan By-laws	Sheet 20 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

- (d) The rights of the Owners Corporation under this by-law 32 are in addition to those that it has under the Act.

### 33. Cladding

*The ExoTec™ Vero™ Façade Panel* must be thoroughly washed down a minimum twice a year and as further documented and updated by James Hardie. This must be done by the Owner or Occupier of a lot and/or the Owners Corporation and documented and recorded to the requirements of James Hardie.

Where walls are protected by soffits above and where good rainfall will not wash down any area of the panel, the wash down twice per year is a maintenance requirement by the Owners Corporation. The wash down process entails the consistent flow of water over the face of the sheet, vertical and horizontal control joints in order to displace the build-up of any salt deposits. It is at the discretion of the responsible parties to do this in the most practical and safe manner available.


It is the responsibility of the Owner or Occupier of a lot and the Owners Corporation to continually update themselves on the minimum washdown and any other requirements by James Hardie as to not void warranty and extend the life of the cladding and the system as a whole. An Owner or Occupier of a lot must consent to the Owners Corporation complying with the requirements of this By Law including (but not limited to) allowing the Owners Corporation or a consultant paid by the Owners Corporation to access their lot for the purpose of completing the washdown process.

### 34. Use and maintenance of Balconies

- (a) An Owner or Occupier must not, without the written consent of the Owners Corporation, use Balconies or permit Balconies to be used by any other person, to store furniture, goods or any other item. Outdoor furniture kept on balconies:
- (i) must be in keeping with the appearance of the rest of the Building; and
  - (ii) must not cause damage or be dangerous or have potential to cause damage or injury.
- (b) The Owner or Occupier of a Lot must at all times ensure that Balcony drainage is not blocked.
- (c) The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

### 35. False Fire Alarm

- (a) An Owner or Occupier must not by wilful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.

Approved Form 7	Strata Plan By-laws	Sheet 21 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

- (b) The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of by-law 35(a) by an Owner or Occupier.
- (c) The Owners Corporation may:
  - (i) demand payment from an Owner or Occupier for any money outstanding under this by-law 35 and recover this amount from the Owner or Occupier as a debt; and
  - (ii) Include reference to the debt on notices under section 184 of the Act.

### 36. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must
  - (i) ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot;
  - (ii) not permit their Lot to be occupied by more adults than two adults per bedroom;
  - (iii) not permit any bedroom in their Lot to be occupied by more than two adults; and
  - (iv) have more than two beds (other than children's beds or bassinets) in any bedroom.

### 37. Service of documents on Owner of Lot by Owners Corporation


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

### 38. Access rights

For the purpose of Part 6 Division 4 of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 122 of the Act, if the Owners Corporation provides seven days written notice to the Owner or Occupier of its intention to so enter the Lot.


### 39. Lift

The Proprietor or Occupier of a lot should not allow the conveyance in the Lift of any object likely to damage or dirty the Lift. When using the lift to transport furniture of bulky items the Proprietor or Occupier of a lot must utilise the lift protection curtains.

Approved Form 7		Strata Plan By-laws	Sheet 22 of 31 sheet(s)
Registered:	Office Use Only	Office Use Only	
 10/05/2021	SP103122		

#### 40. Gymnasium and swimming pool area

- 40.1** The Owners Corporation continues to be responsible for the property maintenance and keeping of the Gymnasium and Swimming Pool Area in a state of good and serviceable repair.
- 40.2** The Owners Corporation may enter the Gymnasium and Swimming Pool Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 40.3** The following conditions apply to the use of the Gymnasium and Swimming Pool by the Owners and Occupiers of the Residential Lots:
- (a) The Gymnasium and Swimming Pool may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the Strata Committee;
  - (b) Children under the age of 15 years of age may use the Gymnasium and Swimming Pool only if accompanied and supervised by an adult;
  - (c) Glass objects, drinking glasses, food and sharp objects are not permitted in the Gymnasium and Swimming Pool;
  - (d) Running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool;
  - (e) The Swimming Pool equipment must not, except with the approval of the Strata Committee, be interfered with, operated or adjusted;
  - (f) Sports type footwear must be worn while using the Gymnasium;
  - (g) All users must be appropriately attired whilst using the Gymnasium; and
  - (h) All users must carry a towel.
  - (i) A person on the Gymnasium and Swimming Pool Area with the express or implied consent of an Occupier or Owner, may use the Swimming Pool and Gymnasium provided they comply with any rules about the use of the Gymnasium and Swimming Pool Area.

Approved Form 7	Strata Plan By-laws	Sheet 23 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

#### **41. Air-Conditioning Unit**

- 41.1** The Occupier or Owner of a lot that uses an air-conditioning system is responsible for the costs of repair and maintenance for that air conditioning system.
- 41.2** The Occupier or Owner or a Contractor of an Occupier or Owner of a Penthouse will have access to the Rooftop Area for the purpose of servicing and repairing Air-Conditioning units.

#### **42. Smoke Penetration**

- 42.1** An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- 42.2** An Owner or Occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the Owner or Occupier on the lot does not penetrate to the Common Property or any other lot.

#### **43. Building Management Agreement**

##### **43.1 Power to Appoint**


In accordance with the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide caretaking, security, cleaning and other operational services for the Complex.

##### **43.2 Building Manager's Duties**

The Building Manager's duties may include:

- (a) caretaking, supervising and servicing the Common Property to a standard consistent with use of lots in the scheme as high class residential apartments;
- (b) attending to or supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and any personal property vested in the Owners Corporation;
- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person and room cleaning;
- (d) supervising Owners Corporation employees and contractors;
- (e) providing security services to the Owners Corporation;
- (f) providing cleaning services to the Owners Corporation;



Approved Form 7	Strata Plan By-laws	Sheet 24 of 31, sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

- (g) supervising the Complex generally;
- (h) anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex.

#### 43.3 Building Manager to Comply

The Building Manager must comply with Instructions from the Owners Corporation about performing its duties.

#### 43.4 Only One Building Management Agreement

The Owners Corporation must not, without the written consent of the Building Manager, enter into more than one Building Management Agreement under this by law at any one time.

#### 43.5 Provide for Payment

Any Building Management Agreement entered into by the Owners Corporation pursuant to by law 43.1 will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the building management services and undertaking the building management duties as provided for in the Building Management Agreement.

#### 43.6 No Interference


The owner or occupier of a lot must not:

- (a) Interfere with or obstruct the Building Manager from performing the Building Manager's duties under the Building Management Agreements; or
- (b) Interfere with or obstruct the Building Manager from using the Building Manager's office or any other part of the Common Property designated by the Owners Corporation for use by the Building Manager.

#### 43.7 Restriction on competition

The owner or occupier of a lot must not, on any lot or the Common Property (except with the written consent of the Building Manager) conduct or participate in the conduct of:

- (a) the business of an onsite Building Manager; or
- (b) any other business activity that is either:
  - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the Complex referred to in by law 43.2, or

Approved Form 7	Strata Plan By-laws	Sheet 25 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by law 43.2.

(c) The Owners Corporation must not, without the written consent of the Building Manager, vary or revoke this by law.

#### **44. Letting Agreement**

##### **44.1 Power to Authorise**

In accordance with the Act, the Owners Corporation has the power to authorise and enter into an agreement with a Letting Manager to provide letting, sales, and other services to owners in the Complex.

##### **44.2 Letting Manager's Duties**

The Letting Manager's duties may include:

- (a) providing a letting, property management and sales service;
- (b) providing services to owners and occupiers including, without limitation, the services of a handy person, room cleaning, the provision of linen and the hiring of equipment; and
- (c) providing telecommunication and Internet services.

##### **44.3 Letting Manager to Comply**

The Letting Manager must comply with instructions from the Owners Corporation about performing its duties.

##### **44.4 Only One Letting Agreement**


The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting Agreement under this by law at any one time.

##### **44.5 Provide for Payment**

Any Letting Agreement entered into by the Owners Corporation pursuant to by law 44.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration, fees or other consideration for providing the letting services.

##### **44.6 Signage**

The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and

Approved Form 7	Strata Plan By-laws	Sheet 26 of 31 sheet(s)
Registered:	Office Use Only	Office Use Only
 10/05/2021	SP103122	

sales service of the Letting Manager, subject to the prior consent of the Owners Corporation, acting reasonably.

#### 44.7 No-Interference

The owner or occupier of a lot must not:

- (a) Interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting Agreement; or
- (b) Interfere with or obstruct the Letting Manager from using the reception area or any other part of the Common Property designated by the Owners Corporation for use by the Letting Manager.

#### 44.8 Restriction on competition

The owner or occupier of a lot must not, on any lot or the Common Property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:

- (a) the business of a Letting Manager; or
- (b) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of lots referred to in by law 43.2

The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule.

### 45. Financier Deed


#### 45.1 Deed re Financier

The Building Manager and/or Letting Manager (*Manager*) may offer to a financier the Building Management Agreement and/or the Letting and Licence Deed as security for a loan and the Owners Corporation shall, at the Manager's request, sign a Deed acknowledging the existence of the financier.

#### 45.2 Terms of Deed

Such Deed must be on reasonable terms including:


- (a) allowing the financier to perform the Manager's obligations under the Building Management Agreement and/or the Letting and Licence Deed by a replacement Manager approved by the Owners Corporation;
- (b) requiring the Owners Corporation to give to the financier any notice given under the Building Management Agreement and/or the Letting and Licence Deed to the Manager at the same time as the Manager is given the notice.

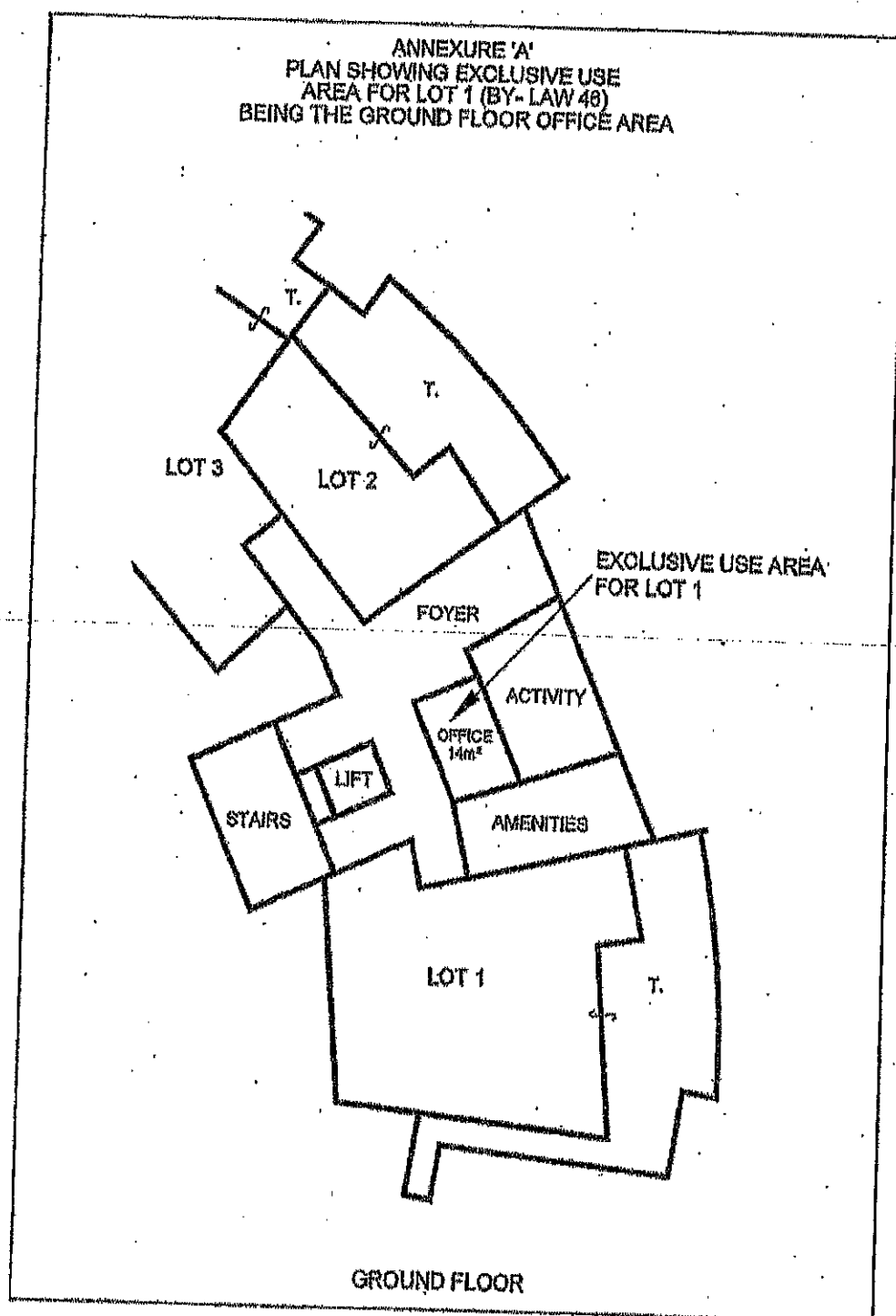
Approved Form 7	Strata Plan By-laws	Sheet 27 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>


**46. Exclusive Use of Ground Floor Office Area – Lot 1**

The owner of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the Common Property on the ground floor identified on the plan attached to these by-laws and marked "A", subject to the following conditions:

- (a) the Owner of Lot 1 is to use the area as an office/storage room for the conduct of building management and letting activities at the complex;
- (b) the Owner of Lot 1 is responsible for the maintenance and state of repair of the exclusive use area, excluding any maintenance or repair of a structural nature;
- (c) the Owner of Lot 1 must make good any damage to the Common Property occasioned by the exercise of any right or privilege referred to in this by-law;
- (d) the Owner of Lot 1 is entitled with any necessary consent of a government agency to make such alterations and conditions to the exclusive use area in conjunction with the exercise of rights referred to in this by-law. The Owners Corporation must consent to any application by the Owner to a government agency for development consent, building consent or other permit necessary or incidental to use of the rights and privileges referred to in this by-law.


Approved Form 7	Strata Plan By-laws	Sheet 28 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>




Approved Form 7	Strata Plan By-laws	Sheet 29 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

Signing page

Executed by **MUNDARRAH PTY LTD ACN 620 775 877** by the authorised persons whose signatures appear below pursuant to the Corporations Act:

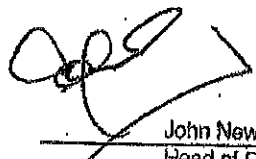
  
\_\_\_\_\_  
Michael John Lowry  
Sole Director/ Secretary


Approved Form 7	Strata Plan By-laws	Sheet 30 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

~~Executed under Power of Attorney dated 18 September 2014~~  
**Executed by The Trust Company (Australia)**  
**Limited ACN 000 000 993 in accordance with**  
**s127 of the Corporations Act by the**  
**authorised persons whose signature appears**  
**below pursuant to the authority specified**

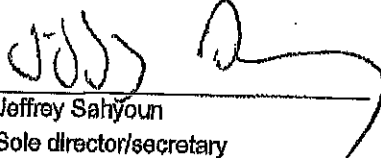
Book 4676 No. 134

  
\_\_\_\_\_  
Senay Sevgi  
Client Service Officer  
Director

  
\_\_\_\_\_  
John Newby  
Head of Custody  
Director

Approved Form 7	Strata Plan By-laws	Sheet 31 of 31 sheet(s)
Registered:  10/05/2021	Office Use Only	Office Use Only <b>SP103122</b>

Executed by Jasara Investments Pty Ltd  
ACN 122 402 439 in accordance with  
s127 of the Corporations Act by the  
authorised persons whose signature appears  
below pursuant to the authority specified

  
\_\_\_\_\_  
Jeffrey Sahyoun  
Sole director/secretary



Form: 01TG  
Release: 3-2

**TRANSFER  
GRANTING EASEMENT**

New South Wales

Real Property Act 1900

**AQ397053G**

**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**

Servient Tenement  
100/1261897

Dominant Tenement  
Easement in gross

(B) **LODGED BY**

Document  
Collection  
Box

390G

Name, Address or DX, Telephone, and Customer Account Number if any

SPECTRUM CLIENT SOLUTIONS 131493N

Email:

Reference:

T01+2-174831

CODE

**TG**

(C) **TRANSFEROR**

Mundarra Pty Ltd ACN 620 775 877

(D)

The transferor acknowledges receipt of the consideration of \$  
and transfers and grants—

(E) **DESCRIPTION  
OF EASEMENT**

Easement for multi-purpose electrical installation 4.2 wide shown as (A)  
on the plan attached at Annexure B. The terms of easement are as per Part  
C of Memorandum AG189384.

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

Essential Energy ABN 37 428 185 226

**DATE**

(H) Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the company named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Company:

Mundarra Pty Ltd ACN 620 775 877

Authority:

section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Michael John Lowry

Name of authorised person:

Office held:

Sole Director/Secretary

Office held:

I certify that I am an eligible witness and that the transferee's  
attorney signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act  
1900 by the transferee's attorney who signed this dealing  
pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:

Melinda White

Address of witness:

8 Buller Street, Port Macquarie

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

Martin English, Head of Legal

Essential Energy

4745

85

## ANNEXURE B

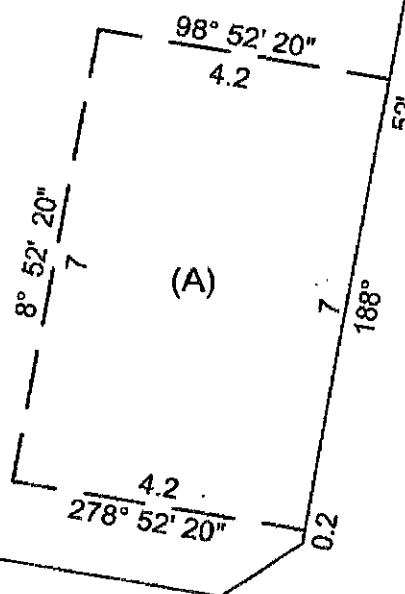
STEVEN PETER WHITEMAN  
3 WHARF STREET FORSTER. PO BOX 510

Signature ..... *[Signature]* ..... Dated: 31-5-20  
Surveyor registered under the Surveying & Spatial Information Act 2002.

(A) PROPOSED EASEMENT FOR MULTI-PURPOSE  
ELECTRICAL INSTALLATION 4.2 WIDE



100  
DP1261897



36.685

20"

52'

188°

0.2

41.055  
278° 56' 25"

4.2  
278° 52' 20"

98° 52' 20"  
4.2

8° 52' 20"  
7

HEAD

LANE

MACINTOSH  
STREET

**LS.W** LIDBURY, SUMMERS & WHITEMAN  
CONSULTING SURVEYORS, PLANNERS & ENGINEERS

1st FLOOR 3 WHARF ST. FORSTER 2428 (02) 65547988 FAX (02) 65549378

PO BOX 510 FORSTER NSW 2428 EMAIL [consult@lswsurveyors.com.au](mailto:consult@lswsurveyors.com.au)

PROJECT:

PROPOSED EASEMENT FOR MULTI-PURPOSE  
ELECTRICAL INSTALLATION 4.2 WIDE AFFECTING  
LOT 100 DP1261897

SCALE:  
HORIZ.: 1: 100  
VERT.: N/A

DATUM:  
N/A  
REF:  
6711/E

DWG No.:  
F:\06711\06711DPI  
6711E1\_V2.dwg

DATE:  
21/05/2020

Liability limited by a scheme approved under Professional Standards Legislation

## FINAL OCCUPATION CERTIFICATE (FOC) 20/0225/01

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 (Now Part 6 Sections 6.4(c) and 6.9 (1))

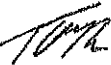
<b>APPLICANT DETAILS</b>	
Applicant:	Michael Lowry of Mundarran Pty Ltd
Address:	3/20 Clifford Street Mosman NSW 2088
Phone:	0418 673 607
<b>OWNER DETAILS</b>	
Name of the person having benefit of the development consent:	Michael Lowry of Mundarran Pty Ltd
Address:	3/20 Clifford Street Mosman NSW 2088
Phone:	0418 673 607
<b>INTERIM OCCUPATION CERTIFICATE DETERMINATION</b>	
Determination:	Approved
Type of Occupation Certificate:	Final Occupation Certificate (FOC)
Documents Used to Support Determination:	Schedule 1
Determination Date:	16/04/2020
<b>DEVELOPMENT CONSENTS AND DETAILS</b>	
Address of Development:	50-52 Head Street, Forster NSW 2428
Development Consent Number:	DA-905/2004, DA-905/2004/A, DA-905/2004/B, DA-905/2004/C
Date Issued:	13/07/2004, 24/04/2018, 12/12/2018, 22/07/2019
Consent Authority / Local Government Area:	Mid-Coast Council
Development Consent Description:	Multi-storey Residential Building
Construction Certificate Number:	18-136-1, 18-136-02, & 18-136-03 -- Issued by Tim Stenning of TJS Building Certifiers
Construction Certificate Issue Date:	Modified Construction Certificate 20/0225/01 Issued by Tim O'Reilly
Building Classification:	11/02/2019, 03/06/2019, 13/09/2019 & 16/03/2021
Lot & DP / SP:	Class 2, 7a and 10b (pool)
Use:	Lot 6 DP 17917, Lot 8 DP 507139, Lot 9 SEC 8 DP 507139 Lot 100 DP 1281987
<b>DETAILS OF ANY NEW ALTERNATIVE SOLUTION REPORT</b>	
Title of the report:	Residential Flat Building
Date the report was made:	Fire Engineering Report
Reference number and version number of the report:	Report dated: 08/11/2020
Name of the competent fire safety practitioner who prepared the report or on whose behalf the report was prepared	Report No.: P220_283-2 (FER) NH
The accreditation number of that practitioner	Prepared by: Luke Sheehy of Design Confidence (Sydney) Pty Ltd
Title of the report:	C10 - BPB 0830
Date the report was made:	Fire Engineering Report
Reference number and version number of the report:	Report dated: 02/02/2021
Name of the competent fire safety practitioner who prepared the report or on whose behalf the report was prepared	Report No.: 19312_FER, Version No.: 1.4
The accreditation number of that practitioner	Prepared by Daniel Turhanlar of Mobius Fire Safety Pty Ltd
<b>PRINCIPAL CERTIFIER</b>	
Principal Certifier:	C10 - BPB 2150
Accreditation Body:	Tim O'Reilly
Accreditation Number:	BDC
	3184

I, Tim O'Reilly, as the Principal Certifier, state that:

- The health and safety of the occupants of the building have been taken into consideration where an Interim occupation certificate is being issued, and
- A current development consent or complying development certificate is in force for the building, and
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- A fire safety certificate has been issued for the building (if a fire safety schedule is required under Part 9), and
- A report from the Fire Commissioner has been considered (if required).

Dated:  
Signed:

16/04/2020



Tim O'Reilly  
Building Certificates Australia

**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:
 

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
--	---

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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* 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;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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*.