

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>LS PROPERTIES</b> Shop 13, 2/6 Pandanus Parade, Cabarita Beach, NSW 2488 Australia	Phone: 0434 490 877 Ref: Leanne Morris
co-agent		
vendor		
vendor's solicitor	<b>Attwood Marshall Lawyers</b> Suite 1, Level 2 The Strand, 72 - 80 Marine Parade, Coolangatta QLD 4225 DX 41751 Coolangatta	Phone: 02 6670 1002 Email: melzer@attwoodmarshall.com.au Fax: 07 5536 9777 Ref: BVH:ME:20221974
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>27/28 Moss Street, Kingscliff, New South Wales 2487</b> <b>Registered Plan: Lot 27 Plan SP 52701</b> <b>Folio Identifier 27/SP52701</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>												
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>												
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td data-bbox="164 1227 486 1261">_____ Signature of authorised person</td> <td data-bbox="486 1227 842 1261">_____ Signature of authorised person</td> </tr> <tr> <td data-bbox="164 1328 486 1361">_____ Name of authorised person</td> <td data-bbox="486 1328 842 1361">_____ Name of authorised person</td> </tr> <tr> <td data-bbox="164 1429 486 1462">_____ Office held</td> <td data-bbox="486 1429 842 1462">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td data-bbox="842 1227 1165 1261">_____ Signature of authorised person</td> <td data-bbox="1165 1227 1522 1261">_____ Signature of authorised person</td> </tr> <tr> <td data-bbox="842 1328 1165 1361">_____ Name of authorised person</td> <td data-bbox="1165 1328 1522 1361">_____ Name of authorised person</td> </tr> <tr> <td data-bbox="842 1429 1165 1462">_____ Office held</td> <td data-bbox="1165 1429 1522 1462">_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												
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_____ Name of authorised person	_____ Name of authorised person												
_____ Office held	_____ Office held												

**Choices**

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

**Nominated *Electronic Lodgment Network (ELN)*** (clause 4): \_\_\_\_\_

**Manual transaction** (clause 30) NO yes

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

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

**Land tax** is adjustable NO yes

**GST:** Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

(GST residential withholding payment)

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

**GSTRW payment (GST residential withholding payment) – 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input checked="" type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

Strata Title Management  
 PO Box 134, TWEED HEADS New South Wales 2485 Phone: 07 5536 0700  
[updates.north@stratatitle.com.au](mailto:updates.north@stratatitle.com.au)

27/28 Moss Street - Inventory

**ENTRANCE**

2x Side console  
Wall mirror  
Artwork  
Decor

**LOUNGE**

2x couches  
2x side tables  
1x lamp - no bulb  
1x coffee table  
1x tv cabinet  
1st tv with remote  
1x dvd player with remote  
1x floor rug  
Various books & dvds  
1x faux plant  
Various decor  
2x art work

**DINING**

1x table  
8x dining chairs  
1x side console  
Various books & decor  
3x artwork

**KITCHEN**

2x bench stools  
1x side table & decor  
1x wall clock  
Various crockery, glassware, plastic ware, cooking utensils & cutlery  
1x fridge  
1x microwave

**BEDROOM 1**

1 x double bed  
2 x side tables  
2 x lamps  
2 x cabinets in walk in robe

## 27/28 Moss Street - Inventory

### **BEDROOM 2**

1x double bed  
2x side tables  
2x lamps  
Various games  
1x pedestal fan  
1x heater  
1x drawers  
3x artwork

### **BEDROOM 3**

2x single beds  
1x side table  
1x artwork  
Various games  
2x pedestal fans  
1 lamp - no bulb

### **LAUNDRY**

Vacuum  
Washing machine  
Dyer  
Mop & bucket  
Clothes drying rack  
Broom

### **DECK**

2x Bench seats  
1x table  
Various potplants

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **27/28 Moss Street, Kingscliff**, from **Brian Stanley Robbins and Nicole Elizabeth Robbins** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Brian Stanley Robbins and Nicole Elizabeth Robbins** and am not employed in the legal practice of a solicitor acting for **Brian Stanley Robbins and Nicole Elizabeth Robbins** nor am I a member or employee of a firm of which a solicitor acting for **Brian Stanley Robbins and Nicole Elizabeth Robbins** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

**WARNING—SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.



### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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



## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

27/28 MOSS ST, KINGSCLIFF 2487



## SPECIAL CONDITIONS

BETWEEN:

AND:

PROPERTY:                                 27/28 MOSS STREET, KINGSCLIFF

1.       INCONSISTENCIES

If there are inconsistencies between any of the pre-printed Standard Clauses and any of the Special Conditions herein contained, then the Special Condition(s) shall prevail.

2.       ERROR OR MISDESCRIPTION (Standard Clause 6)

The words "whether substantial or not" are deleted and replaced with "the purchaser is materially prejudiced by the error or misdescription".

3.       CLAIMS BY THE PURCHASER (Standard Clause 7)

- (a)     Standard Clause 7.1.1 is hereby amended by deleting "5% of the price" and inserting in its place "five hundred dollars (\$500.00)";
- (b)     Standard Clause 7.1.3 is hereby amended by deleting "fourteen (14) days" and inserting in its place "seven (7) days";
- (c)     Standard Clause 7.2.1 is hereby amended by deleting "10% of the price" and inserting in its place "five hundred dollars (\$500.00)".

4.       VENDOR'S RIGHT TO RESCIND (Standard Clause 8)

- (a)     Without limiting the meaning of Standard Clause 8, any requisition (other than a claim) which requires the Vendor to spend more than five hundred dollars (\$500.00) shall constitute at the Vendor's option "reasonable grounds";
- (b)     Standard Clause 8.1.3 is hereby amended by deleting "fourteen (14) days" and inserting in its place "seven (7) days".

5.       COMPLETION DATE

- (a)     If completion does not take place as provided for in this Contract then either party, if entitled to do so, may give to the other notice in writing to complete and making time of the essence of this Contract.
- (b)     The new date for completion shall then be the date which is 14 days following (but exclusive of) the date of service of the notice.
- (c)     Neither party shall be entitled to object to the sufficiency or adequacy of the period of such notice and both parties acknowledge that 14 days shall be sufficient and adequate as to time.

6.       DEMISE OF EITHER PARTY

- (a)     If either party or any one of them:-

- (1) Shall die or loses the capacity to complete this Contract as evidenced by an appropriate medical certificate; or
- (2) Being a natural person enter into a scheme of arrangement or composition with creditors or be made bankrupt; or
- (3) Being a company, resolve to go into liquidation or have a petition for winding up presented or enter into any scheme of arrangement with creditors or if any liquidator, receiver or official manager shall be appointed.

THEN in any such event, either party may rescind this Contract by notice in writing specifying the reason for the rescission to the other party whereupon the terms of Standard Clause 19 shall apply.

- (b) If a party dispute the right of the other party to rescind this Contract under this Special Condition 6, the parties agree to follow the process in Standard Clause 7.2.3 relating to Claims.

## 7. INTEREST

If the Purchaser does not complete this Contract by the Completion Date, without default on the part of the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the Purchase Price, interest at the rate of 8% per annum calculated on the Purchase Price from the day immediately after completion to the day on which this Contract is completed or the date this Contract is terminated. It is agreed this amount is a genuine pre estimate of the vendor's loss and or damages caused by the delay or termination.

## 8. SOLE AGENT

The Purchaser warrant that the Purchaser has been introduced to this property by the Real Estate Agent noted on the front page of this Contract and they indemnify the Vendor from any claim for commission that may be made by any other Real Estate Agent in respect of this sale.

This clause shall not merge on Completion.

## 9. PURCHASER PURCHASES THE PROPERTY "AS IS"

- (a) The parties agree that Standard Clauses 6 and 7 shall be, for all purposes, subject to the following Special Condition 9(b);
- (b) Regardless of any other provision in this Contract the parties agree the Purchaser will acquire the property "as is" in its physical condition at the date of this Contract and the Purchaser agrees to make no claim or objection of any nature whatsoever in respect of the property's physical condition.

## 10. ELECTRONIC TRANSACTIONS (NSW) ACT 2000

The parties by executing this Contract agree and give their consent as required by the *Electronic Transactions Act (NSW) 2000* to receiving electronic communications by way of email.

## 11. COUNTERPARTS

This Contract may be executed in any number of counterparts, including counterparts by email, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument as the original and binding Contract.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 27/SP52701

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SEARCH DATE	TIME	EDITION NO	DATE
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10/11/2022	8:41 AM	8	8/9/2018

LAND

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LOT 27 IN STRATA PLAN 52701  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

(T AK276326)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP52701
- 2 AK276327 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

20221974

PRINTED ON 10/11/2022

\* 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.

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FOLIO: CP/SP52701

SEARCH DATE	TIME	EDITION NO	DATE
10/11/2022	8:41 AM	6	2/6/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 52701  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM SHEET 1 SP52701

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 52701  
ADDRESS FOR SERVICE OF DOCUMENTS:  
28 MOSS ST  
KINGSCLIFF 2487

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP21680 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 F58642 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 SP52701 RIGHT OF FOOTWAY VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 SP52701 EASEMENT FOR DRAINAGE OVER EXISTING UNDERGROUND PIPE & OPEN CHANNEL AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AN583882 INITIAL PERIOD EXPIRED
- 7 AS174642 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 28)

STRATA PLAN 52701

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1	15	- 1	16	- 1
17	- 1	18	- 1	19	- 1	20	- 1
21	- 1	22	- 1	23	- 1	24	- 1

END OF PAGE 1 - CONTINUED OVER

20221974

PRINTED ON 10/11/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP52701

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 28) (CONTINUED)

STRATA PLAN 52701

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 1	26	- 1	27	- 1	28	- 1

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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

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Received: 10/11/2022 08:41:42



COUNCIL'S CERTIFICATE  
TWEED SHIRE COUNCIL

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

strata plan  
strata plan of subdivision  
illustrated herein  
Council's approval is not subject to the encroachment of the building beyond the alignment of...

This approval is given on the condition that (see)

is/are subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.  
Date: 8 May 1996  
Subdivision No: 69/96

Signature: [Signature]  
Date: 1st April 1996  
\*Complete, or date if applicable

SURVEYOR'S CERTIFICATE

MARK KEVIN BUCKMAN

47 PEARL ST. KINGSCLIFF

a surveyor registered under the Surveyors Act 1929, hereby certify that:  
(1) each applicable requirement of Schedule 1A to the Strata Titles Act 1973 has been met.  
(2) (a) the building encroaches on a public place;  
(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement...  
(3) the survey information recorded in any accompanying location plan is accurate.

Signature: Mark Kevin Buckman  
Date: 1st April 1996

\*Delete if applicable  
\*State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 3 sheets.

PLAN OF

SUBDIVISION OF LOT 1 IN D.P. 847194 AND LOT 5 IN D.P. 29546



LGA

TWEED

Locality :

KINGSCLIFF

Parish :

CUDGEN

County :

ROUS

Reduction Ratio 1: 600

Lengths are in metres



STRATA PLAN 52701

Registered: 27-6-1996

C.A. N° 69/96 OF 8.5.1996

Purpose: STRATA PLAN

Ref. Map: X 5467-14 & 42\*

Last Plan: DP 29546, DP 847194

Name of, and \*address for service of notices on, the body corporate  
\*Address required on original strata plan only.

THE PROPRIETORS STRATA PLAN NO. 52701  
NO. 28 MOSS STREET,  
KINGSCLIFF 2487.

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA TITLES ACT 1973, IT IS INTENDED TO CREATE :-

- (1) RIGHT OF FOOTWAY VARIABLE WIDTH
- (2) EASEMENT FOR DRAINAGE OVER EXISTING UNDERGROUND PIPE AND OPEN CHANNEL

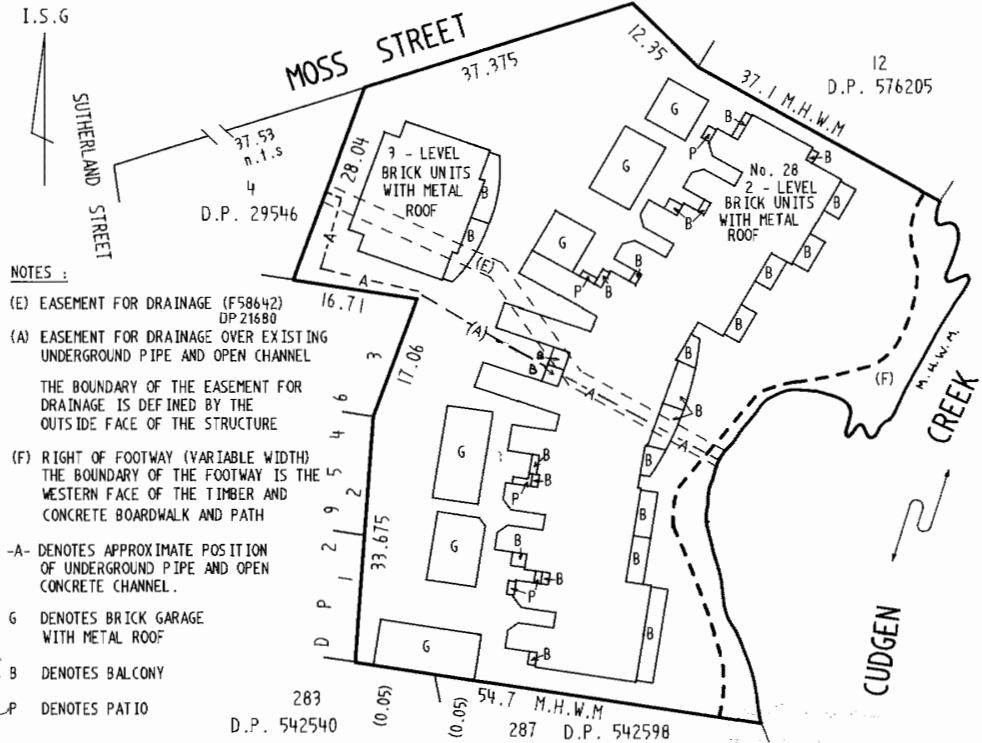
PURSUANT TO SECTION 58(7B) OF THE STRATA TITLES ACT 1973, IT IS INTENDED TO CREATE :-

- (1) EXCLUSIVE USE BYLAWS

RA 35 X 10  
RA 35 X 10  
RA 35 X 10  
[Signatures: R. Lundy, L. Candy, N. M. Candy, R. Lundy, N. M. Candy]



I.S.G



NOTES :

- (E) EASEMENT FOR DRAINAGE (F58642) DP 21680
- (A) EASEMENT FOR DRAINAGE OVER EXISTING UNDERGROUND PIPE AND OPEN CHANNEL  
THE BOUNDARY OF THE EASEMENT FOR DRAINAGE IS DEFINED BY THE OUTSIDE FACE OF THE STRUCTURE
- (F) RIGHT OF FOOTWAY (VARIABLE WIDTH)  
THE BOUNDARY OF THE FOOTWAY IS THE WESTERN FACE OF THE TIMBER AND CONCRETE BOARDWALK AND PATH
- A- DENOTES APPROXIMATE POSITION OF UNDERGROUND PIPE AND OPEN CONCRETE CHANNEL.
- G DENOTES BRICK GARAGE WITH METAL ROOF
- B DENOTES BALCONY
- P DENOTES PATIO

Table of mm: 10, 20, 30, 40, 50, 60, 100, 110, 120, 130, 140, 150, 160

SURVEYOR'S REFERENCE: 92211 (CHECKLIST)

Plan Drawing only to appear in this space

Reg:R729786 /Doc:SP 0052701 P /Rev:16-Feb-2010 /NSW IRS /Fgs:ALL /Prt:10-Nov-2022 08:43 /Seq:1 of 3  
© Office of the Registrar-General /Scr:InfoTrack /Ref:20221974

Plan Drawing only to appear in this space

STRATA PLAN 52701

NOTES :

B DENOTES BALCONY

THE STRATUM OF THE BALCONY WHERE NOT COVERED IS LIMITED IN HEIGHT BY THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE CEILING OF THE ADJOINING UNIT.

P DENOTES PATIO

THE STRATUM OF THE PATIO IS LIMITED IN HEIGHT BY THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE CEILING OF THE ADJOINING UNIT (EXCEPT WHERE COVERED).

EA DENOTES EXCLUSIVE USE AREA A  
THE STRATUM OF THE EXCLUSIVE USE AREA A EXTENDS FROM 1 BELOW TO 3 ABOVE THE GROUND FLOOR OF THE ADJOINING UNIT.

EB DENOTES EXCLUSIVE USE AREA B  
THE STRATUM OF THE EXCLUSIVE USE AREA B EXTENDS FROM 3 BELOW (X) TO 1 ABOVE (Y) THE GROUND FLOOR OF THE ADJOINING UNIT.

(X) EXCEPT WHERE CONCRETE SLAB  
(Y) EXCEPT WHERE COVERED

EC DENOTES EXCLUSIVE USE AREA C  
CONCRETE FLOOR AND COVERED

C DENOTES CAR SPACE  
CAR SPACES ARE COVERED

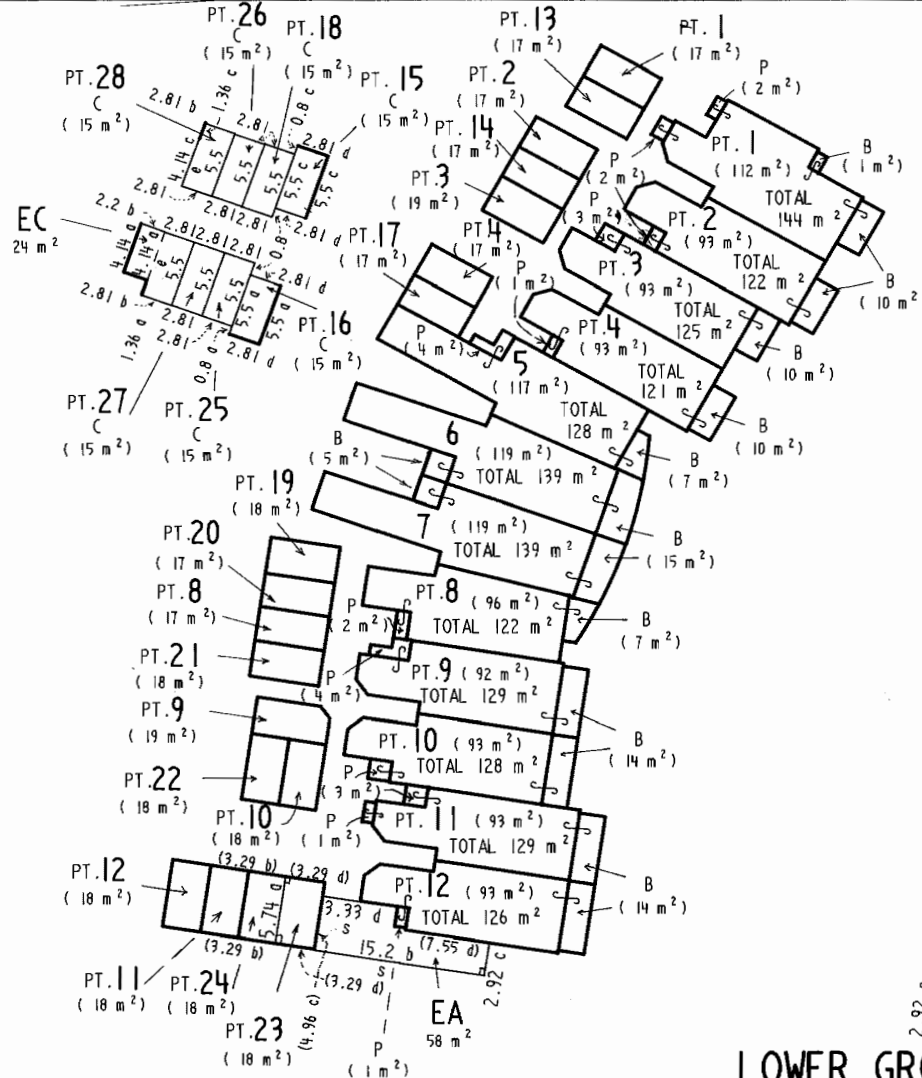
a FROM THE NE FACE OF WALL  
b FROM THE SE FACE OF WALL  
c FROM THE SW FACE OF WALL  
d FROM THE NW FACE OF WALL

e PROLONGATION OF THE SE FACE OF WALL  
s PROLONGATION OF THE SW FACE OF WALL  
w PROLONGATION OF THE NW FACE OF WALL

└──┘ DENOTES 90 DEGREES

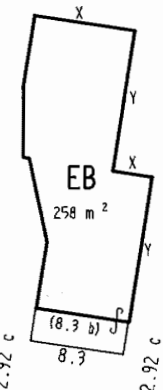
ALL AREAS ARE APPROXIMATE ONLY

X DENOTES BOUNDARY IS THE PLANE CREATED BY THE HORIZONTAL PROJECTION OF THE NE FACE OF PIERS.  
Y DENOTES BOUNDARY IS THE PLANE CREATED BY THE HORIZONTAL PROJECTION OF THE SE FACE OF PIERS.



I.S.G

SCHEDULE OF UNIT ENTITLEMENT	
LOT NO.	UNIT ENTITLEMENT
1 TO 28	1 EACH
AGGREGATE	28



GROUND FLOOR PLAN

LOWER GROUND FLOOR PLAN

Reduction Ratio 1:400

Lengths are in metres

*Mark Kevin Rubman*  
Surveyor Registered under Surveyors Act 1929

*Q. S. L. ...*  
General Manager/Authorised Person

SURVEYORS REFERENCE: 92211 (checklist)

STRATA PLAN 52701

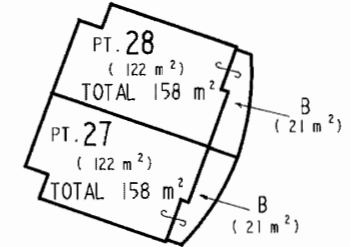
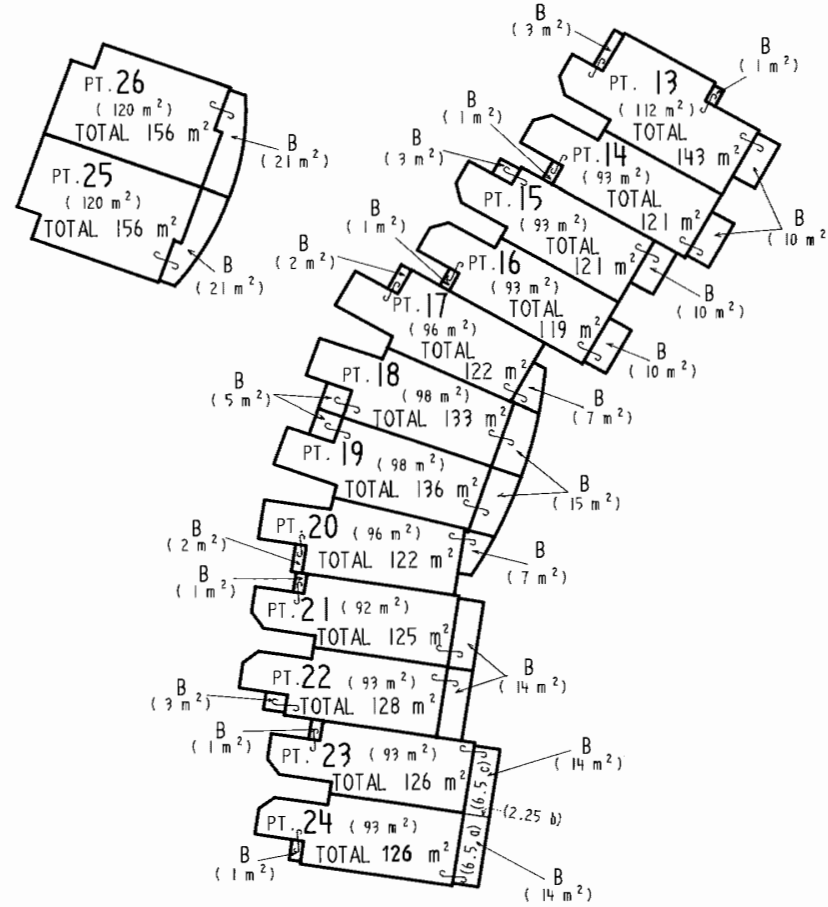
NOTES :

B DENOTES BALCONY

THE STRATUM OF THE BALCONY WHERE NOT COVERED IS LIMITED IN HEIGHT BY THE HORIZONTAL PROJECTION OF THE UNDERSIDE OF THE CEILING OF THE ADJOINING UNIT.

ALL AREAS ARE APPROXIMATE ONLY.

- a FROM THE NE FACE OF WALL
- b FROM THE SE FACE OF WALL
- c FROM THE SW FACE OF WALL



SECOND FLOOR PLAN

I.S.G



FIRST FLOOR PLAN

Reduction Ratio 1: 400

Lengths are in metres



*Mark Kevin Buchan*  
 Surveyor Registered under Surveyors Act 1929

*[Signature]*  
 General Manager/Authorised Person

SURVEYOR'S REFERENCE: 92211 (CHECKLIST)

\*OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

Sheet 1 of 3 Sheets)

PART 1

SP **52701**

Subdivision of Lot 1 in  
Deposited Plan 847194 and Lot 5  
in Deposited Plan 29546 in the  
Parish of Cudgen and County of  
Rous covered by Shire Clerk's  
Certificate No. 69/96

Full Name and Address  
of Proprietor of the Land:

ROGER ARTHUR GOUDY & LORRAINE  
SYLVIA GOUDY as Joint Tenants in  
1/6 Share, NORRIS GERALD GOUDY  
in 1/6 share and TORRAC  
INVESTMENTS PTY.LIMITED A.C.N.  
002 994 381 in 4/6 Share as  
Tenant in Common as regards Lot  
1 and TORRAC INVESTMENTS PTY  
LIMITED A.C.N. 002 994 381 as  
regards Lot 5 all of 12 Queen  
Street, Murwillumbah

1. Identity of Easement or  
Restriction firstly referred  
to in the abovementioned  
plan:

Right of Footway Variable Width

SCHEDULE OF LOTS, ETC AFFECTED

Lots Burdened

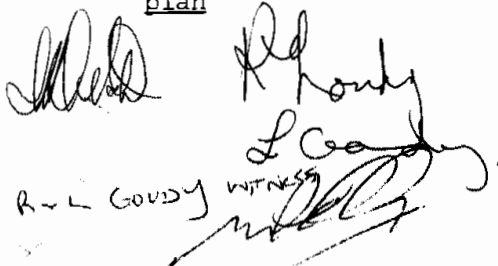
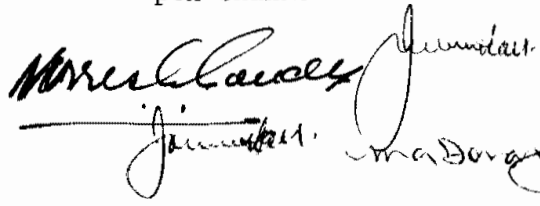
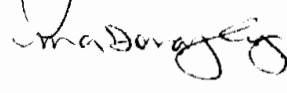
Lots, name of Road or Authority  
Benefited

~~COMMON PROPERTY  
Lot 1 DP847194~~

Tweed Shire Council

2. Identity of Easement or  
Restriction secondly referred  
to in the abovementioned  
plan

Easement for Drainage over  
existing underground pipe and  
open channel

  
R-A Goudy WITNESS  
  


INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

SP **52701**

Subdivision covered by Council  
Clerks Certificate No. 69/96  
Sheet 2 of 3 Sheets

SCHEDULE OF LOTS ETC AFFECTED

<u>Lots Burdened</u>	<u>Lots, name of Road or Authority Benefited</u>
<del>COMMON PROPERTY Lot 5 DP29546 &amp; Lot 1 DP847194</del>	Tweed Shire Council

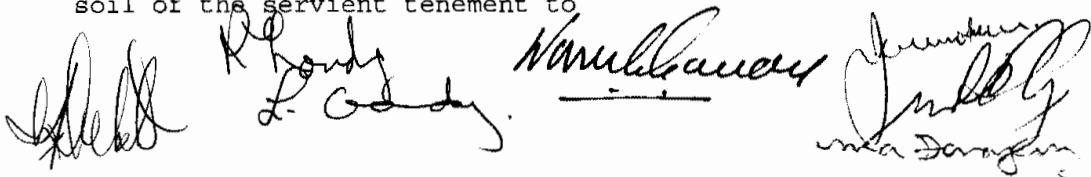
PART 2

1. TERMS OF RIGHT OF FOOTWAY VARIABLE WIDTH FIRSTLY REFERRED TO  
IN ABOVEMENTIONED PLAN:

Full and free right for every person to go, pass and repass on foot at any times and for all purposes without lingering and without vehicles and without animals excepting domestic pets.

2. TERMS OF THE EASEMENT FOR DRAINAGE OVER EXISTING UNDERGROUND  
PIPE AND OPEN CHANNEL SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:

Full and free right for the body in whose favour this easement is created, and every person authorised by it from time to time and at all times by means of pipes and drains to drain water and other waste materials and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

SP 52701

Subdivision covered by Council  
Clerks Certificate No. 69/96.  
Sheet 3 of 3 Sheets


such extent as may be necessary provided that the body in whose  
favour this easement is created and the persons authorised by it  
will take all reasonable precautions to ensure as little  
disturbance as possible to the surface of the servient tenement  
and will restore that surface as nearly as practicable to its  
original condition.

Signed in my presence  
by Roger Arthur Gandy  
& Lorraine Sylvia Gandy  
who are personally known  
to me:  
+ Witness to  
R.A. & L.S. Gandy.

*R. Gandy*  
*L. Gandy*  
(BARRY WINDSTYRE  
RETIRED  
MURKILLUMBAH)

*Murkilla Gandy*  
Signed in my presence by  
Morris Gerald Gandy who  
is personally known to me:  
*Murkilla Gandy*  
(Witness to  
Morris Gandy)  
(JHN HALL  
SOLICITOR  
MURKILLUMBAH)

*Governing  
Director*



*Director*  
DIRECTOR  
*Uma Dwyer*  
SECRETARY

*R. Gandy*  
Secretary

*Murkilla Gandy*  
Director

REGISTERED 27 JUN 1998

Plan Form No. 1 (for Deposited Plan)

Municipality of  
Shire of Tweed

D915180 1-11.48.

PLAN  
HUNGERFORD'S SUBDIVISION

being a subdivision of part of land in C.T. Vo.5242 Fo.52

PARISH OF CUDGEN COUNTY OF ROUS

Scale: 1 chain to an inch

Deposited PLAN No 21680  
8th day of June 49



Permanent Marks

Mark	Description	Distance
A	22° 28'	2.37
B	22° 19'	2.24
C	281° 14' 30"	2.45
D	272° 52' 30"	2.28
E	222° 16' 30"	3.14
F	187° 55' 30"	2.35
G	126° 32'	2.53
H	308° 52'	2.30
J	108° 52' 30"	2.27
K	120° 32'	2.30

Reference Marks

Mark	Description	Distance
A	29° 54'	Bottle 3.0
G	126° 32'	G.I. Pipe 4.35
L	195° 05'	Bottle 4.15
M	0° 0'	" 2.62
N	0° 0'	" 3.55
P	193° 05'	" 6.05
Q	19° 32'	" 4.15
R	207° 20' 50"	G.I. Pipe 1.95
S	Bottle at Intersection	4.15
T	187° 51' 30"	G.I. Pipe 4.55 (6)

It is intended to dedicate the new road, the new lanes, the lane widening and the splayed corners to the public.  
 It is intended to grant to the Council of the Shire of Tweed, easements for drainage over the strip 10 lks wide within lot 13 and over the strip 8 feet wide shown hereon as appurtenant to the new road.

1st Certificate of the Surveyor  
 25th Aug. 1948.

*Stanley James Masie*  
 Surveyor

Approved by Council & Covered by Council Clerk's Certificate  
 No. 225 of 27th Nov 1947.

*John A. Paine*  
 Council Clerk

Datum line of Azimuth H-X

Subscribed and declared before me at Lismore  
 this 25th day of Feb. A.D. 1948

*W. Morgan*  
 J.P.

I, Stanley James Masie of Lismore a Surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare (a) that all bearings and measurements shown on this plan are correct, (b) that all survey marks found and placed physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated hereby used in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1932 (1) & (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulation, 1932, and was completed on 17th Dec 1947, and the reference and permanent marks have been placed as shown hereon.

*Stanley James Masie*  
 Surveyor registered under the Surveyors Act, 1929.

Date of Survey



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 21680

FEET INCHES      METRES

30      -      9.144

LINKS      METRES

0.05	0.010
0.8	0.161
1	0.201
1.2	0.241
1.5	0.302
1.95	0.392
2.27	0.457
2.28	0.459
2.3	0.463
2.35	0.473
2.36	0.475
2.37	0.477
2.45	0.493
2.53	0.509
2.62	0.527
3	0.604
3.14	0.632
3.85	0.774
4.18	0.841
4.55	0.915
6.05	1.217
6.7	1.348
8	1.609
9	1.811
10	2.012
12.9	2.595
13.7	2.756
15.01	3.020
15.5	3.118
16.2	3.259
18.18	3.657
18.8	3.782
19.3	3.883
19.31	3.885
20	4.023
20.2	4.064
22.45	4.516
30	6.035
30.3	6.095
30.5	6.136
31	6.236
31.5	6.337
34.16	6.872
34.5	6.940
34.6	6.960
34.99	7.039
42.7	8.590
44	8.851
44.18	8.888
45	9.053
45.45	9.143
45.6	9.173
46.6	9.374
46.8	9.415
47.3	9.515
49.1	9.877
49.3	9.918
51	10.260
53.7	10.803
60	12.070
61.2	12.311
61.7	12.412
65	13.076
66.7	13.418
66.8	13.438
70	14.082
72.5	14.585
73.4	14.766
73.7	14.826
75	15.088
76.2	15.329
77	15.490
80	16.093





CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 21680 CONTINUED

LINKS	METRES
85	17.099
87	17.502
87.9	17.683
88.4	17.783
90	18.105
90.8	18.266
92.9	18.689
94.3	18.970
96.7	19.453
100	20.117
104	20.921
104.3	20.982
106.4	21.404
110	22.128
111.95	22.521
112.9	22.712
115.5	23.235
120	24.140
126.9	25.528
133.48	26.852
144.5	29.069
148.9	29.954
149.3	30.034
150.1	30.195
159	31.986
162.5	32.690
172.4	34.681
173	34.802
185.8	37.377
186.3	37.478
186.8	37.578
189.7	38.162
190.1	38.242
192	38.624
193.1	38.846
200	40.234
200.1	40.254
200.2	40.274
200.5	40.334
206.2	41.481
210.4	42.326
221.2	44.498
233.9	47.053
267	53.712
400	80.467
551.9	111.025
686.3	138.062
730.3	146.913
770.03	184.905
1159	233.154
2200.2	442.610

AC	RD	P	SQ	M
-	-	20 1/4	512.2	
-	-	21 3/4	550.1	
-	-	22 3/4	575.4	
-	-	24 3/4	626	
-	-	25 1/4	638.6	
-	-	26 1/2	670.3	
-	-	27	682.9	
-	-	27 3/4	701.9	
-	-	28	708.2	
-	-	29	733.5	
-	-	29 1/2	746.1	
-	-	30 1/4	765.1	
-	-	30 1/2	771.4	
-	-	35 3/4	904.2	
-	1	-	1012	
-	1	3/4	1031	

*Handwritten signature and date: 10/11/2022*

AUG 15 13 10 07



R.P. 13.  
 New South Wales.

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT 1900).

**B 11347 E F 58642**

Fees :-  
 Lodgment ... 10/6  
 Endorsement  
 Certificate ...  
 Plan 5  
 at 1:17 p  
 15.8.47

Trusts that not be disclosed in the instrument

If a lease estate, state the term, and in the case of a lease, the date of the lease, and in the case of a mortgage, the date of the mortgage, and in the case of a charge, the date of the charge, and in the case of a power of appointment, the date of the power.

If two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.R.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto, or "being the residue of the land in certificate (or certificates) registered Vol. ... Fol. ... Where the consent of the local council is required for a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

A very short note will suffice.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. AS to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

I, **EDITH MAY MARTHA HUNGERFORD** of Murwillumbah in the State of New South Wales Widow  
 (herein called transferor )  
 being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of **THREE HUNDRED POUNDS**  
 (£300.0.0) (the receipt whereof is hereby acknowledged) paid to me by **AUGUSTUS CECIL ELPHINSTONE** of Brisbane in the State of Queensland Company Director  
 (herein called transferee )

do hereby transfer to the said transferee  
 ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :-

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Rous	Cudgen	Part -	5242	52	Being the land comprising 1 acre 1 rood 38 perches shown in the plan annexed hereto and therein edged red.

And the transferee consents with the transferor.

Reserving however to the Transferor an Easement for drainage of the Transferor's adjoining land comprised in the said Certificate of Title Volume 5242 Folio 52 through the land the subject of this Transfer to the Cudgen Creek such Drainage Easement being 8 feet wide as shewn on the said Plan annexed hereto and being for the purpose of draining such adjoining land of surplus rain water and it is hereby declared that the land to which such easement shall be appurtenant is the balance of the land comprised in the said Certificate of Title Volume 5242 Folio 52 and the person by whom such easement may be released varied or modified is the Registered Proprietor or Proprietors for the time being of the balance of the land comprised in the said Certificate of Title.

**ENCUMBRANCES, &c. REFERRED TO:**

Reservations contained in Crown Grant  
 Drainage easement as shown in Plan.

Signed at Murwillumbah the fifth day of August 19 47

Signed in my presence by the transferor  
**EDITH MAY MARTHA HUNGERFORD**  
 WHO IS PERSONALLY KNOWN TO ME

*J.P. [Signature]*  
 J.P.

*E.M.M. Hungerford*  
 Transferor

Signed  
*[Signature]*  
 Murwillumbah

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee  
**AUGUSTUS CECIL ELPHINSTONE**  
 WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
 J.P.

*A.C. Elphinstone*  
 Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

**GLAYTON, LUTZ & COMPANY**  
 SOLICITORS  
 196 LIVERPOOL ST.  
 SYDNEY

No. ~~10425~~  
**F 58642**

LODGED BY

**CONSENT OF MORTGAGEE.**

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims  
 thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
 in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ Mortgagee.  
 Signed in my presence by \_\_\_\_\_ who is personally known to me.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power  
 of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has  
 just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of—

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, one thousand  
 nine hundred and forty \_\_\_\_\_ the attesting witness to this instrument,  
 and declared that he personally knew \_\_\_\_\_ the person  
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
 signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and  
 that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

**MEMORANDUM OF TRANSFER of**

\_\_\_\_\_ Acres \_\_\_\_\_ goods \_\_\_\_\_ perches.  
Five Acres 59  
 (Roundly covered)  
 Shire Tweed  
 Municipality \_\_\_\_\_  
 Parish Bungay County Ross  
Augustus Basil Elphinstone Transferree.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., All'gor, etc.
Contract with caveat endorsed		
Surveyors plan		
+ three checks Cash		
		57/1947

Particulars entered in Register Book, Vol. 5047 Fol. 57

the 23rd day of August 1947.  
 at \_\_\_\_\_ minutes 12 o'clock in the \_\_\_\_\_

*J. H. Pella*  
 Registrar-General



**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch...		
Received from Records...		22/6
Draft written ...		23/9
Draft examined...		23/9
Diagram prepared		23/9
Diagram examined		9/10/50
Draft forwarded		10/10/50
Supt. of Engravers		16/10/50
Cancellation Clerk		16/10/50
Vol. <b>6102</b> Fol. <b>235</b>		
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Force.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £5000, and 1/1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Form: 1SCH  
 Release: 2.1  
 Licence: 01-05-086  
 Licensee: LEAP Legal Software Pty Limited  
 Firm name: Flood Legal Pty Ltd

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



**AN583882C**

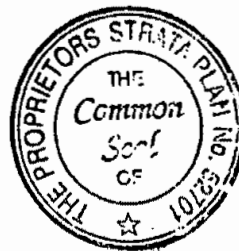
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person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

(A) TORRENS TITLE	For the common property CP/SP52701	
(B) LODGED BY	Document	Name, Address or DX, Telephone, and Customer Account Number if any
	Collection Box <b>659M</b>	SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400
	Reference:	<b>FLE 02994304</b>
		<b>CH</b>

- (C) The Owners-Strata Plan No 52701 certify that a special resolution was passed on 26 April 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No            Not applicable  
 Added by-law No                28, 29, 30, 31  
 Amended by-law No            Not applicable
- as fully set out below:  
 For additional by-laws 28 to 31 see pages 8 to 28 of Annexure A
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No 52701 was affixed on <sup>10<sup>th</sup></sup> August 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*  
 Name: Deborah Anne Scottman  
 Authority: Strata Manager

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Authority: \_\_\_\_\_



**ANNEXURE A REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS  
FOR SP52701 – 28 MOSS STREET, KINGSCLIFF NSW 2487**

**1. Noise**

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

**2. Vehicles**

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

**3. Obstruction of Common Property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4. Damage to Lawns and Plants on Common Property**

An owner or occupier of a lot must not:

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

**5. Damage to Common Property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.



**6. Behaviour of Owners and Occupiers**

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

**7. Children Playing on Common Property in Building**

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

**8. Behaviour of Invitees**

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

**9. Depositing Rubbish and Other Material on Common Property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**10. Drying of Laundry Items**

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

**11. Cleaning Windows and Doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

**12. Storage of Inflammable Liquids and Other Substances and Materials**

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

**13. Moving Furniture and Other Objects On or Through Common Property**

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

**14. Floor Coverings**

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

**15. Garbage Disposal**

An owner or occupier of a lot:

- (a) must maintain 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 adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle 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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**16. Keeping of Animals**

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

**17. Appearance of Lot**

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

**18. Notice Board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

**19. Change In Use of Lot To Be Notified**

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

**20. Exclusive Use – Lot 13**

The proprietor of Lot 13 shall have the right of exclusive use and enjoyment of that part of the common property designated "EC" on the Strata Plan.

**21. Exclusive Use – Lots 21 and 24**

The proprietor of Lot 24 and Lot 21 shall have the right of exclusive use and enjoyment of those parts of the common property designated "EB" and "EA" on the Strata Plan.

**22. Caretaking / Letting Agreement**

The Body Corporate may enter into with the Proprietor of Lot 13 or with an entity under the control of the Proprietor of Lot 13 an Agreement, upon such terms and conditions as the Body Corporate may deem fit, for such proprietor or entity to provide services for the control management and administration of the common property ("a Caretaking Agreement) and for the provision of letting and ancillary services to such of the proprietors or occupiers of Lots in the building who wish to avail themselves of such services ("a Letting Agreement") which Agreement may provide for the payment of a fee or other consideration for providing any of those services.

**23. Licence of Common Property – Lot 13**

The Body Corporate may grant to the proprietor of Lot 13 or an entity under the control of the Proprietor of Lot 13 the exclusive right to carry on in the building the business of letting of units and other ancillary services and the Body Corporate may agree not to lease or grant any licence with respect to any part of the common property to any other person or entity for the purpose of conducting the same or a similar business or services conducted or rendered by the proprietor of Lot 13 or an entity under the control of the Proprietor of Lot 13.

**24. Erection of Signage**

The Proprietor or as entity under the control of the Proprietor of Lot 13 may erect or procure the erection of signs in or about the complex for the purpose of promoting the letting business on the following conditions:

- (1) The consent of the Body Corporate must first be obtained to a sign before it is erected (which consent will not be unreasonably withheld)
- (2) The Body Corporate will continue to be responsible to maintain the common property and keep it in a state of good repair; and
- (3) The Proprietor of Lot 13 will be responsible to maintain any signs erected pursuant to this By-law and to keep such signs in a state of good repair.

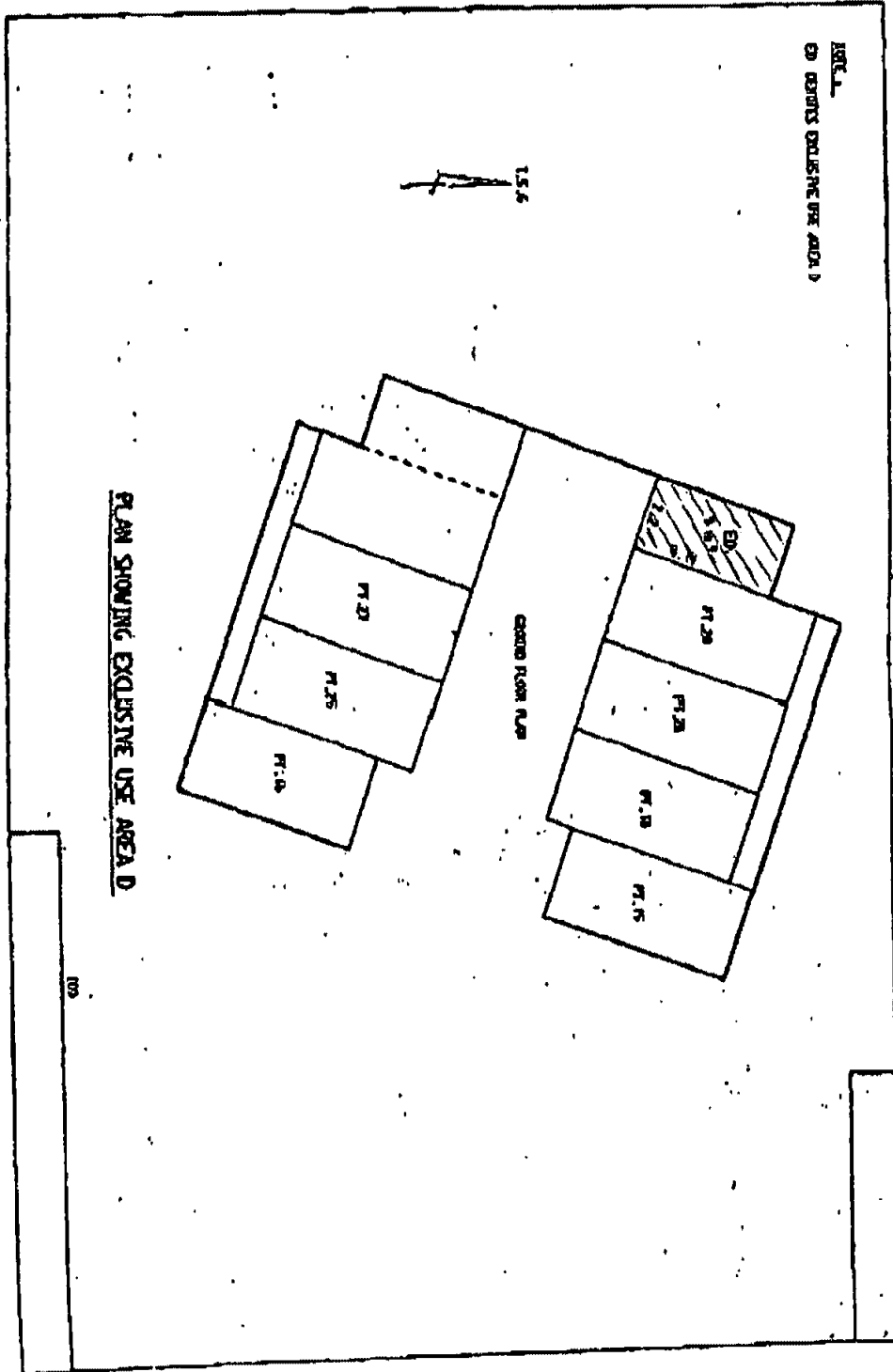
**25. Keeping of Animals – Lot 24**

Subject to the present proprietor of Lot 24 being allowed to retain his cat upon his lot until its removal or demise, no further animals shall be permitted to be kept or brought upon any lot or the common property.



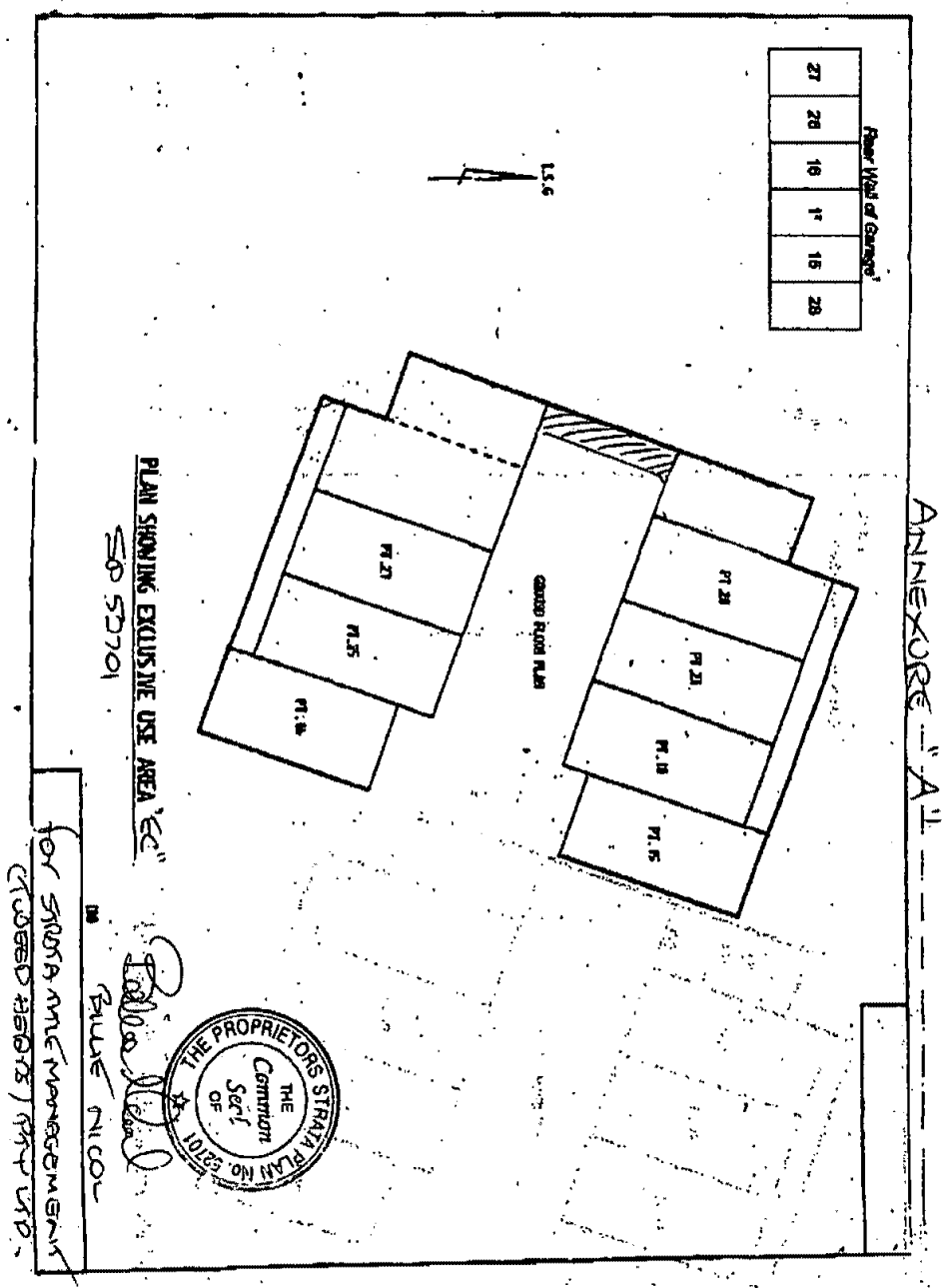
**26. Exclusive Use – Lot 18**

The proprietor for the time being of Lot 18 shall be entitled to the exclusive use and enjoyment of that part of the common property shown hatched on the attached plan and marked "ED" PROVIDED ALWAYS that the body corporate shall continue to be responsible for its duties under Section 68 (1)(a), (B) & (C)."



**27. Exclusive Use - Garages**

The owners of Lots 1, 15, 16, 25, 27 and 28 shall be entitled to the exclusive use and enjoyment of that part of the common property within the garage marked "EC" and shaded on the plan forming part of this By-law and annexed hereto and marked "Annexure A" upon the condition that the owners of Lots 1, 15, 16, 25, 27 and 28 shall be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, of that part of the common property the exclusive use and enjoyment of which is hereby respectively conferred upon the owners of Lots 1, 15, 16, 25, 27 and 28.



## 28. MINOR RENOVATIONS

### 28.1 Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

### 28.2 Definitions & Interpretation

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**apartment**" means a lot in the strata scheme,
  - (c) "**building**" means the building in the strata scheme in which your apartment is located,
  - (d) "**common area**" means the common property in the strata scheme,
  - (e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
    - (i) renovating a kitchen,
    - (ii) renovating a bathroom in a manner that does not involve waterproofing,
    - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
    - (iv) changing recessed light fittings,
    - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
    - (vi) installing or replacing wood or other hard floors,
    - (vii) installing or replacing wiring or cabling or power or access points,
    - (viii) installing or replacing pipes and ducts,
    - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
    - (x) installing a rainwater tank,
    - (xi) installing a clothesline,
    - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
    - (xiii) installing double or triple glazed windows,
    - (xiv) installing a heat pump or hot water service,
    - (xv) installing ceiling insulation,
    - (xvi) installing an aerial or antenna,
    - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
    - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,but cannot include non-minor renovations,
  - (f) "**non-minor renovations**" means:
    - (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
    - (ii) work involving structural changes,

- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
  - (iv) work involving waterproofing,
  - (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
  - (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
  - (g) **"strata scheme"** means the strata scheme to which this by-law applies, and
  - (h) **"you"** means an owner of an apartment and includes your successors in title.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
  - (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **28.3 Minor Renovations Approval Process**

- (1) Minor Renovations Require Approval
- You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.
- (2) The Approval Process
- (a) If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
  - (b) The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
  - (c) Your application must contain:
    - (i) your name, address and telephone number,
    - (ii) your apartment and lot number,
    - (iii) details of the minor renovations,
    - (iv) drawings, plans and specifications for the minor renovations,
    - (v) an estimate of the duration and times of the minor renovations,

- (vi) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- (vii) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- (d) The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- (e) The owners corporation may engage a consultant to assist it review your application.
- (f) The owners corporation may:
  - (i) approve your application either with or without conditions, or
  - (ii) withhold approval of your application (but it must not act unreasonably when doing so).
- (g) You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **28.4 Conditions for Minor Renovations**

##### **Before the Minor Renovations**

- (1) Before commencing the minor renovations, you must:
  - (a) **Prior Notice**

Give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
  - (b) **Contractor's Licence and Insurance Details**

Give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:

    - (i) licence,
    - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
    - (iii) workers compensation insurance policy (if required by law), and
    - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),
  - (c) **Engineer's Report**

If requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
  - (d) **Acoustic Consultant's Report**

If the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

If requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(f) Bond

If requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

Pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

- (2) If you have not complied with any of the conditions set out in clause 28.4(1) you must not begin the minor renovations and if you have already begun the minor renovations, you must immediately stop them.

**During the Minor renovations**

- (3) During the minor renovations you must:

(a) Standard of Workmanship

Ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Minor Renovations

Make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Minor Renovations

Make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Minor Renovations

Ensure that the minor renovations are only carried out between the hours of 8.00am– 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

Make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

Ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Noise During Minor Renovations

Ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

- (h) **Transportation of Construction Equipment**

Ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (i) **Debris**

Ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (j) **Storage of Building Materials on Common Areas**

Make sure that no building materials are stored in a common area,
- (k) **Protection of Building**

Protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (l) **Daily Cleaning**

Clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- (m) **Interruption to Services**

Minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours' prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (n) **Access**

Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- (o) **Vehicles**

Ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (p) **Security**

Ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- (q) **Variation to Minor Renovations**

Not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- (r) **Costs of Minor renovations**

Pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

#### **After the Minor Renovations**

- (4) After the minor renovations have been completed, you must:
- (a) **Notify the Owners Corporation**  
Promptly notify the owners corporation that the minor renovations have been completed,
  - (b) **Access**  
Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
  - (c) **Restore the Common Areas**  
Restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
  - (d) **Expert's Report**  
If required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
  - (e) **Acoustic Consultant's Report**  
If the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

#### **Enduring Obligations**

- (5) You must:
- (a) **Maintenance of Minor Renovations**  
Properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,
  - (b) **Repair Damage**  
Repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,
  - (c) **Prevent Excessive Noise**  
Ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
  - (d) **Flooring**  
Ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),



(e) Indemnity

Indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

Comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

**28.5 Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

**28.6 Breach of this By-Law**

- (1) If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
  - (a) rectify the breach,
  - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
  - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- (2) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

**28.7 Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

**28.8 Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## **28.9 Decision of Owners Corporation not to Maintain Minor Renovations**

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

## **29. MAJOR RENOVATIONS**

### **29.1 Introduction**

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

### **29.2 Definitions & Interpretation**

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**apartment**" means a lot in the strata scheme,
  - (c) "**annexure**" means the annexure to this by-law,
  - (d) "**building**" means the building in the strata scheme in which your apartment is located,
  - (e) "**common area**" means the common property in the strata scheme,
  - (f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
  - (g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
    - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
    - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
    - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
    - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,  
but cannot include cosmetic work or minor renovations,
  - (h) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
  - (i) "**strata scheme**" means the strata scheme to which this by-law applies, and

- (j) **"you"** means an owner of an apartment and includes your successors in title.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
  - (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **29.3 Major Renovations Approval Process**

- (1) Major Renovations Require Approval
- You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.
- (2) The Approval Process
- (a) If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.
  - (b) The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
  - (c) Your application must contain:
    - (i) your name, address and telephone number,
    - (ii) your apartment and lot number,
    - (iii) details of the major renovations,
    - (iv) drawings, plans and specifications for the major renovations,
    - (v) an estimate of the duration and times of the major renovations,
    - (vi) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
    - (vii) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
  - (d) Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
  - (e) The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

- (f) The owners corporation may engage a consultant to assist it review your application.
- (g) The owners corporation may:
  - (i) approve your application either with or without conditions, or
  - (ii) withhold approval of your application (but it must not act unreasonably when doing so).
- (h) If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- (i) You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **29.4 Conditions for Major Renovations**

##### **Before the Major Renovations**

- (1) Before commencing the major renovations, you must:
  - (a) **Prior Notice**

Give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
  - (b) **Local Council Approval**

If required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
  - (c) **Contractor's Licence and Insurance Details**

Give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

    - (i) licence,
    - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
    - (iii) workers compensation insurance policy; and
    - (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),
  - (d) **Engineer's Report**

If requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,
  - (e) **Acoustic Consultant's Report**

If the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

If requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

If requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

Pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

- (2) If you have not complied with any of the conditions set out in clause 29.4(1) you must not begin the major renovations and if you have already begun the major renovations, you must immediately stop them.

**During the Major Renovations**

- (3) During the major renovations you must:

(a) Standard of Workmanship

Ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

Make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

Make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

Ensure that the major renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

Make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

Ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

Ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

- (h) **Noise During Major Renovations**

Ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (i) **Transportation of Construction Equipment**

Ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (j) **Debris**

Ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (k) **Storage of Building Materials on Common Areas**

Make sure that no building materials are stored in a common area,
- (l) **Protection of Building**

Protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (m) **Building Integrity**

Keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,
- (n) **Daily Cleaning**

Clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,
- (o) **Interruption to Services**

Minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (p) **Access**

Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,
- (q) **Vehicles**

Ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (r) **Security**

Ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for

longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

Not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

Pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

**After the Major Renovations**

(4) After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

Promptly notify the owners corporation that the major renovations have been completed,

(b) Access

Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

If required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

Restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

If the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

### **Enduring Obligations**

(5) You must:

(a) Maintenance of Major Renovations

Properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

Repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

Ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

If the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

Indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

Comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).



## **29.5 Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
  - (b) cleaning any part of the common area as a result of the major renovations,
- and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

## **29.6 Breach of this By-Law**

- (1) If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
  - (i) rectify the breach,
  - (ii) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
  - (iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- (2) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **29.7 Common Property Rights By-Law**

- (a) Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- (b) Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 29.3(2)(h).

## **ANNEXURE TO MAJOR RENOVATION BY-LAW**

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

**By-Law No. 29 – Major Renovations and Building Works (Lot ....)**

**(1) Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

**(2) Definitions**

In this by-law:

“**Lot**” means Lot ..... in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being .....

“**Major Renovations By-Law**” means By-Law No. 29 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

**(3) Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations on the conditions of this by-law.

**(4) Conditions**

- (a) The Major Renovations By-Law will apply to the Major Renovations.
- (b) The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- (c) The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.
- (d) The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- (e) The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- (f) For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

## **30. ELECTRONIC VOTING AT MEETINGS**

### **30.1 Introduction**

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

### **30.2 Definitions & Interpretation**

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (i) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (ii) "**electronic means**" includes a vote cast via a voting website or electronic application,
  - (iii) "**e-voting**" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
  - (iv) "**e-voting determination**" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
  - (v) "**committee meeting**" means a meeting of the strata committee,
  - (vi) "**general meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
  - (vii) "**meeting**" means a committee meeting or a general meeting,
  - (viii) "**motion**" means a motion to be considered by the committee, at a committee meeting or at a general meeting,
  - (ix) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
  - (x) "**owner**" means an owner of a lot in the strata scheme,
  - (xi) "**person**" means an owner or a proxy,
  - (xii) "**proxy**" means a duly appointed proxy for the purposes of the Act,
  - (xiii) "**strata scheme**" means the strata scheme to which this by-law applies, and
  - (xiv) "**you**" means an owner.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (i) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (ii) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (iii) words importing the singular number include the plural and vice versa,
  - (iv) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (v) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - (vi) the provisions of this by-law operate to the extent permitted by law, and

- (vii) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **30.3 E-Voting**

- (1) This by-law applies if the owners corporation or strata committee has made an e-voting determination.
- (2) An e-voting determination remains in force until it is revoked.
- (3) An e-voting determination may be revoked by a resolution of:
  - (i) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
  - (ii) (in the case of an e-voting determination made by the owners corporation) the owners corporation.
- (4) The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

### **30.4 Rules for E-Voting**

- (1) E-voting must be conducted by a ballot.
- (2) The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
  - (a) instructions for completing the ballot paper, and
  - (b) the motions to be voted on, and
  - (c) the means of indicating the voter's choice on the motions to be voted on.
- (3) The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
  - (b) access to information about:
    - (i) how the ballot paper must be completed, and
    - (ii) the deadline for submission of the ballot paper, and
    - (iii) if voting is by email, the address where the ballot paper is to be returned, and
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
  - (c) access to an electronic form of declaration requiring the voter to state:
    - (i) his or her name, and
    - (ii) the capacity in which the person is entitled to vote, and
    - (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
    - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.
- (4) Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

- (5) A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- (6) If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.
- (7) If the ballot is a secret ballot, the secretary must ensure that:
  - (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
  - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.
- (8) An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
- (9) The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- (10) As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:
  - (a) review all information and reports about the electronic ballot, and
  - (b) reject as informal any votes that do not comply with the requirements of this by-law, and
  - (c) ascertain the result of the electronic ballot, and
  - (d) make a written or electronic record of the result of the electronic ballot, and
  - (e) announce or publish the result of the ballot.

### **30.5 Obligations of Owners and Proxies**

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

## **31. PROXIES**

### **31.1 Introduction**

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

### **31.2 Definitions & Interpretation**

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**earliest proxy appointment forms**" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
  - (c) "**meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
  - (d) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
  - (e) "**person**" means the person referred to in clause 31.3(1) of this by-law,
  - (f) "**proxy**" means a duly appointed proxy for the purposes of the Act,

- (g) **"proxy appointment form"** means an instrument appointing a proxy in the form prescribed by the Regulations,
  - (h) **"proxy election"** means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
  - (i) **"proxy giver"** means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
  - (j) **"proxy threshold"** means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
    - (i) if the strata scheme has 20 lots or less, one,
    - (ii) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
  - (k) **"strata scheme"** means the strata scheme to which this by-law applies, and
  - (l) **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
    - (i) exceeds the proxy threshold for that person, or
    - (ii) results in the proxy threshold being exceeded by that person,
  - (m) **"you"** means the owner of a lot in the strata scheme.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - (f) the provisions of this by-law operate to the extent permitted by law, and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **31.3 Rules Where Proxy Threshold Exceeded**

- (1) If a person has been given a surplus of proxies the person must make a proxy election.
- (2) A proxy election must be communicated by that person to the secretary of the owners corporation:
  - (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or

- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- (3) A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.
- (4) If that person does not make a proxy election within the time stipulated by clause 31.3(2) of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- (5) A proxy election by that person or the chairperson must:
  - (a) give priority to the earliest proxy appointment forms; and
  - (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.
- (6) Despite clause 31.3(5) of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.
- (7) You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.



FILM WITH  
AN583882

Approved Form 10

Certificate re Initial Period

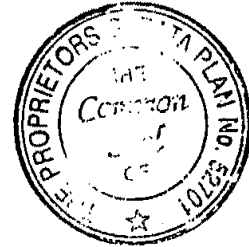
The owners corporation certifies that in respect of the strata scheme:

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

The seal of The Owners - Strata Plan No 52701 was affixed on .....<sup>10<sup>th</sup></sup>..... August 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: *[Signature]* Name: Deborah Ann Slotina Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....





**Lodger Details**

Lodger Code 501290S  
Name FLOOD LEGAL PTY LTD  
Address PO BOX 2006  
KINGSCLIFF 2487  
Lodger Box 1W  
Email PROPERTY@FLOODLEGAL.COM.AU  
Reference 2021341 SP 5270

Land Registry Document Identification

**AS174642**

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP52701	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP52701  
Other legal entity

**Meeting Date**

22/03/2022

**Repealed by-law No.**

**Details** Not applicable

**Amended by-law No.**

**Details** Not applicable

**Added by-law No.**

**Details** 32

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP52701

**Signer Name** LARA GAMBLE

**Signer Organisation** FLOOD LEGAL PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 31/05/2022

**Annexure A referred to in Consolidation/Change of By-Laws  
for  
SP52701 – 28 MOSS STREET, KINGSCLIFF NSW 2487  
Consolidated Set of By-Laws**

**1. Noise**

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

**2. Vehicles**

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

**3. Obstruction of Common Property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**4. Damage to Lawns and Plants on Common Property**

An owner or occupier of a lot must not:

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

**5. Damage to Common Property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

*Rebecca Harris*



**6. Behaviour of Owners and Occupiers**

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

**7. Children Playing on Common Property in Building**

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

**8. Behaviour of Invitees**

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

**9. Depositing Rubbish and Other Material on Common Property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**10. Drying of Laundry Items**

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

**11. Cleaning Windows and Doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

**12. Storage of Inflammable Liquids and Other Substances and Materials**

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

**13. Moving Furniture and Other Objects On or Through Common Property**

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

#### **14. Floor Coverings**

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

#### **15. Garbage Disposal**

An owner or occupier of a lot:

- (a) must maintain 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 adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle 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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

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

- (1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

#### **17. Appearance of Lot**

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

#### **18. Notice Board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

**19. Change In Use of Lot To Be Notified**

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

**20. Exclusive Use – Lot 13**

The proprietor of Lot 13 shall have the right of exclusive use and enjoyment of that part of the common property designated "EC" on the Strata Plan.

**21. Exclusive Use – Lots 21 and 24**

The proprietor of Lot 24 and Lot 21 shall have the right of exclusive use and enjoyment of those parts of the common property designated "EB" and "EA" on the Strata Plan.

**22. Caretaking / Letting Agreement**

The Body Corporate may enter into with the Proprietor of Lot 13 or with an entity under the control of the Proprietor of Lot 13 an Agreement, upon such terms and conditions as the Body Corporate may deem fit, for such proprietor or entity to provide services for the control management and administration of the common property ("a Caretaking Agreement) and for the provision of letting and ancillary services to such of the proprietors or occupiers of Lots in the building who wish to avail themselves of such services ("a Letting Agreement") which Agreement may provide for the payment of a fee or other consideration for providing any of those services.

**23. Licence of Common Property – Lot 13**

The Body Corporate may grant to the proprietor of Lot 13 or an entity under the control of the Proprietor of Lot 13 the exclusive right to carry on in the building the business of letting of units and other ancillary services and the Body Corporate may agree not to lease or grant any licence with respect to any part of the common property to any other person or entity for the purpose of conducting the same or a similar business or services conducted or rendered by the proprietor of Lot 13 or an entity under the control of the Proprietor of Lot 13.

**24. Erection of Signage**

The Proprietor or as entity under the control of the Proprietor of Lot 13 may erect or procure the erection of signs in or about the complex for the purpose of promoting the letting business on the following conditions:

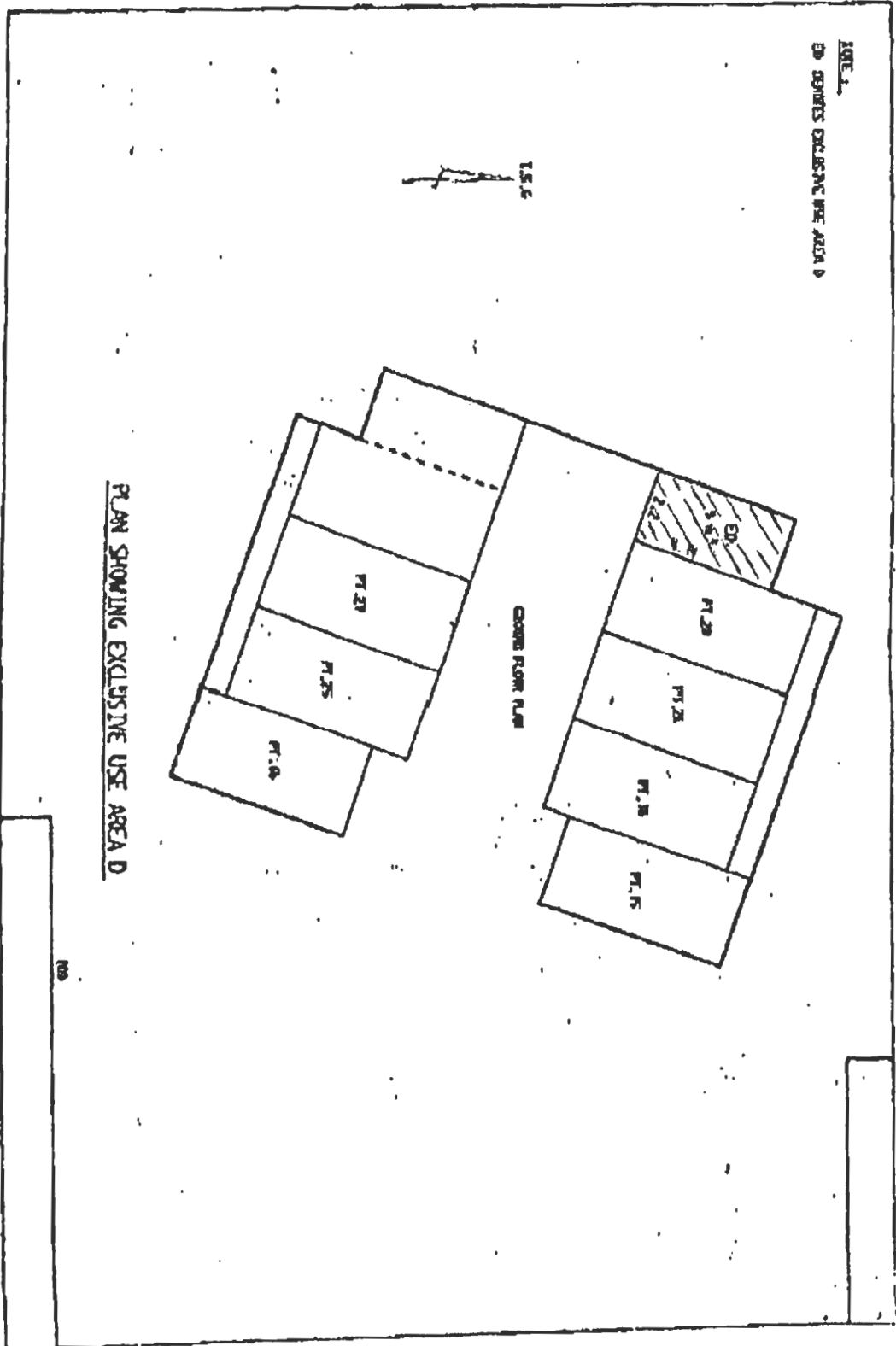
- (1) The consent of the Body Corporate must first be obtained to a sign before it is erected (which consent will not be unreasonably withheld)
- (2) The Body Corporate will continue to be responsible to maintain the common property and keep it in a state of good repair; and
- (3) The Proprietor of Lot 13 will be responsible to maintain any signs erected pursuant to this By-law and to keep such signs in a state of good repair.

**25. Keeping of Animals – Lot 24**

Subject to the present proprietor of Lot 24 being allowed to retain his cat upon his lot until its removal or demise, no further animals shall be permitted to be kept or brought upon any lot or the common property.

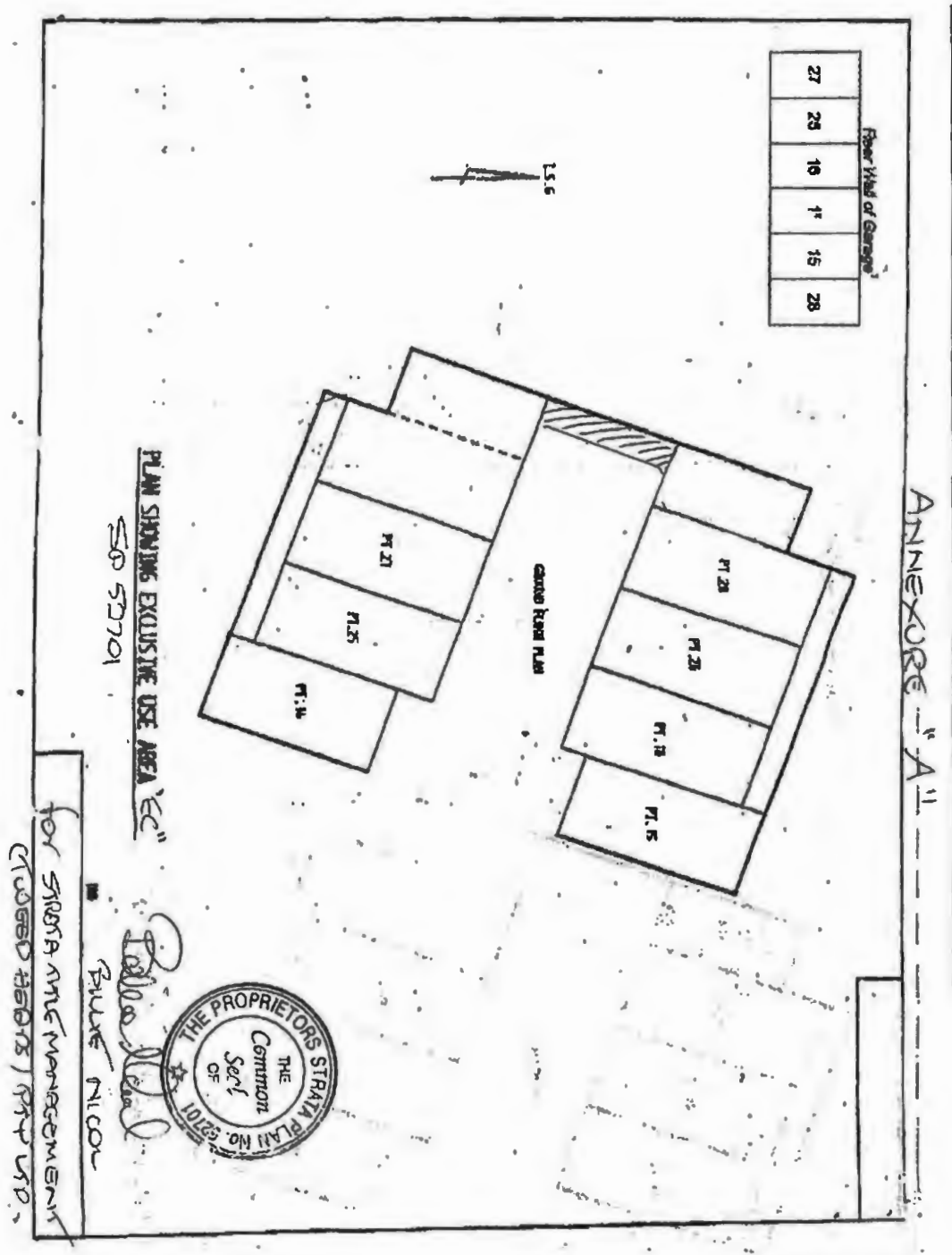
**26. Exclusive Use – Lot 18**

The proprietor for the time being of Lot 18 shall be entitled to the exclusive use and enjoyment of that part of the common property shown hatched on the attached plan and marked "ED" PROVIDED ALWAYS that the body corporate shall continue to be responsible for its duties under Section 68 (1)(a), (B) & (C)."



**27. Exclusive Use - Garages**

The owners of Lots 1, 15, 16, 25, 27 and 28 shall be entitled to the exclusive use and enjoyment of that part of the common property within the garage marked "EC" and shaded on the plan forming part of this By-law and annexed hereto and marked "Annexure A" upon the condition that the owners of Lots 1, 15, 16, 25, 27 and 28 shall be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, of that part of the common property the exclusive use and enjoyment of which is hereby respectively conferred upon the owners of Lots 1, 15, 16, 25, 27 and 28.



## 28. MINOR RENOVATIONS

### 28.1 Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

### 28.2 Definitions & Interpretation

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**apartment**" means a lot in the strata scheme,
  - (c) "**building**" means the building in the strata scheme in which your apartment is located,
  - (d) "**common area**" means the common property in the strata scheme,
  - (e) "**minor renovations**" means any work to a common area in the building in connection with your apartment for the following purposes:
    - (i) renovating a kitchen,
    - (ii) renovating a bathroom in a manner that does not involve waterproofing,
    - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
    - (iv) changing recessed light fittings,
    - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
    - (vi) installing or replacing wood or other hard floors,
    - (vii) installing or replacing wiring or cabling or power or access points,
    - (viii) installing or replacing pipes and ducts,
    - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
    - (x) installing a rainwater tank,
    - (xi) installing a clothesline,
    - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
    - (xiii) installing double or triple glazed windows,
    - (xiv) installing a heat pump or hot water service,
    - (xv) installing ceiling insulation,
    - (xvi) installing an aerial or antenna,
    - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
    - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,but cannot include non-minor renovations,
  - (f) "**non-minor renovations**" means:
    - (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
    - (ii) work involving structural changes,



- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
  - (iv) work involving waterproofing,
  - (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
  - (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,
- (g) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (h) **"you"** means an owner of an apartment and includes your successors in title.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
  - (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **28.3 Minor Renovations Approval Process**

(1) Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

(2) The Approval Process

- (a) If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
- (b) The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- (c) Your application must contain:
  - (i) your name, address and telephone number,
  - (ii) your apartment and lot number,
  - (iii) details of the minor renovations,
  - (iv) drawings, plans and specifications for the minor renovations,
  - (v) an estimate of the duration and times of the minor renovations,

- (vi) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
  - (vii) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.
- (d) The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- (e) The owners corporation may engage a consultant to assist it review your application.
- (f) The owners corporation may:
- (i) approve your application either with or without conditions, or
  - (ii) withhold approval of your application (but it must not act unreasonably when doing so).
- (g) You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **28.4 Conditions for Minor Renovations**

##### **Before the Minor Renovations**

- (1) Before commencing the minor renovations, you must:
- (a) **Prior Notice**  
Give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
  - (b) **Contractor's Licence and Insurance Details**  
Give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
    - (i) licence,
    - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
    - (iii) workers compensation insurance policy (if required by law), and
    - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),
  - (c) **Engineer's Report**  
If requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
  - (d) **Acoustic Consultant's Report**  
If the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

- (e) Dilapidation Report  
If requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,
  - (f) Bond  
If requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,
  - (g) Costs  
Pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.
- (2) If you have not complied with any of the conditions set out in clause 28.4(1) you must not begin the minor renovations and if you have already begun the minor renovations, you must immediately stop them.

**During the Minor renovations**

- (3) During the minor renovations you must:
- (a) Standard of Workmanship  
Ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
  - (b) Quality of Minor Renovations  
Make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
  - (c) Time for Completion of Minor Renovations  
Make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
  - (d) Times for Minor Renovations  
Ensure that the minor renovations are only carried out between the hours of 8.00am– 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
  - (e) Times for Operation of Noisy Equipment  
Make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
  - (f) Appearance of Minor Renovations  
Ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,
  - (g) Noise During Minor Renovations  
Ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

- (h) Transportation of Construction Equipment  
Ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (i) Debris  
Ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (j) Storage of Building Materials on Common Areas  
Make sure that no building materials are stored in a common area,
- (k) Protection of Building  
Protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (l) Daily Cleaning  
Clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- (m) Interruption to Services  
Minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours' prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (n) Access  
Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- (o) Vehicles  
Ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (p) Security  
Ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- (q) Variation to Minor Renovations  
Not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- (r) Costs of Minor renovations  
Pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

#### **After the Minor Renovations**

- (4) After the minor renovations have been completed, you must:
- (a) **Notify the Owners Corporation**  
Promptly notify the owners corporation that the minor renovations have been completed,
  - (b) **Access**  
Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
  - (c) **Restore the Common Areas**  
Restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
  - (d) **Expert's Report**  
If required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
  - (e) **Acoustic Consultant's Report**  
If the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

#### **Enduring Obligations**

- (5) You must:
- (a) **Maintenance of Minor Renovations**  
Properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,
  - (b) **Repair Damage**  
Repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,
  - (c) **Prevent Excessive Noise**  
Ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
  - (d) **Flooring**  
Ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

Indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,

(g) Comply with the Law

Comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

### **28.5 Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

### **28.6 Breach of this By-Law**

- (1) If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
  - (a) rectify the breach,
  - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
  - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- (2) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

### **28.7 Approvals**

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

### **28.8 Specification of Additional Minor Renovations**

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

## 28.9 Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

## 29. MAJOR RENOVATIONS

### 29.1 Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

### 29.2 Definitions & Interpretation

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**apartment**" means a lot in the strata scheme,
  - (c) "**annexure**" means the annexure to this by-law,
  - (d) "**building**" means the building in the strata scheme in which your apartment is located,
  - (e) "**common area**" means the common property in the strata scheme,
  - (f) "**cosmetic work**" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
  - (g) "**major renovations**" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
    - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
    - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
    - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
    - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,  
but cannot include cosmetic work or minor renovations,
  - (h) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
  - (i) "**strata scheme**" means the strata scheme to which this by-law applies,  
and

- (j) **"you"** means an owner of an apartment and includes your successors in title.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
  - (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **29.3 Major Renovations Approval Process**

- (1) Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.
- (2) The Approval Process
  - (a) If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.
  - (b) The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
  - (c) Your application must contain:
    - (i) your name, address and telephone number,
    - (ii) your apartment and lot number,
    - (iii) details of the major renovations,
    - (iv) drawings, plans and specifications for the major renovations,
    - (v) an estimate of the duration and times of the major renovations,
    - (vi) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
    - (vii) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
  - (d) Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
  - (e) The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.



- (f) The owners corporation may engage a consultant to assist it review your application.
- (g) The owners corporation may:
  - (i) approve your application either with or without conditions, or
  - (ii) withhold approval of your application (but it must not act unreasonably when doing so).
- (h) If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- (i) You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

#### **29.4 Conditions for Major Renovations**

##### **Before the Major Renovations**

- (1) Before commencing the major renovations, you must:
  - (a) **Prior Notice**

Give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
  - (b) **Local Council Approval**

If required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
  - (c) **Contractor's Licence and Insurance Details**

Give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:

    - (i) licence,
    - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
    - (iii) workers compensation insurance policy; and
    - (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the major renovations (if required by law),
  - (d) **Engineer's Report**

If requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,
  - (e) **Acoustic Consultant's Report**

If the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

If requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(g) Bond

If requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

Pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

- (2) If you have not complied with any of the conditions set out in clause 29.4(1) you must not begin the major renovations and if you have already begun the major renovations, you must immediately stop them.

**During the Major Renovations**

- (3) During the major renovations you must:

(a) Standard of Workmanship

Ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Major Renovations

Make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Major Renovations

Make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Major Renovations

Ensure that the major renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

Make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

Ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Major Renovations

Ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Major Renovations

Ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

Ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

Ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

Make sure that no building materials are stored in a common area,

(l) Protection of Building

Protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

Keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

Clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,

(o) Interruption to Services

Minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,

(q) Vehicles

Ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(r) Security

Ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for

longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

Not vary the major renovations without obtaining the prior written approval of the owners corporation,

(t) Costs of Major renovations

Pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

**After the Major Renovations**

(4) After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

Promptly notify the owners corporation that the major renovations have been completed,

(b) Access

Give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,

(c) Obtain Planning Certificates

If required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

Restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,

(e) Engineer's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(f) Expert's Report

If required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(g) Acoustic Consultant's Report

If the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

### **Enduring Obligations**

(5) You must:

(a) Maintenance of Major Renovations

Properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

Repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,

(c) Prevent Excessive Noise

Ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

If the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

Indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,

(f) Insurance

If required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,

(g) Comply with the Law

Comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

## **29.5 Bond**

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
  - (b) cleaning any part of the common area as a result of the major renovations,
- and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

## **29.6 Breach of this By-Law**

- (1) If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
  - (i) rectify the breach,
  - (ii) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
  - (iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- (2) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

## **29.7 Common Property Rights By-Law**

- (a) Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- (b) Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 29.3(2)(h).

## **ANNEXURE TO MAJOR RENOVATION BY-LAW**

### **Motion and By-Law for Major Renovations**

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

**By-Law No. 29 – Major Renovations and Building Works (Lot ....)**

**(1) Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

**(2) Definitions**

In this by-law:

“**Lot**” means Lot ..... in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings prepared by ..... and dated ..... attached to this by-law;

“**Major Renovations**” means the alterations and additions to the Lot and common property described and shown in the Plans being .....

“**Major Renovations By-Law**” means By-Law No. 29 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

**(3) Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner’s cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations on the conditions of this by-law.

**(4) Conditions**

- (a) The Major Renovations By-Law will apply to the Major Renovations.
- (b) The Owner must, at the Owner’s cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- (c) The Owner must also, at the Owner’s cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.
- (d) The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- (e) The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- (f) For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

## **30. ELECTRONIC VOTING AT MEETINGS**

### **30.1 Introduction**

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

### **30.2 Definitions & Interpretation**

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (i) **"Act"** means the *Strata Schemes Management Act 2015*,
  - (ii) **"electronic means"** includes a vote cast via a voting website or electronic application,
  - (iii) **"e-voting"** means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
  - (iv) **"e-voting determination"** means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
  - (v) **"committee meeting"** means a meeting of the strata committee,
  - (vi) **"general meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
  - (vii) **"meeting"** means a committee meeting or a general meeting,
  - (viii) **"motion"** means a motion to be considered by the committee, at a committee meeting or at a general meeting,
  - (ix) **"Regulations"** means the *Strata Schemes Management Regulation 2016*,
  - (x) **"owner"** means an owner of a lot in the strata scheme,
  - (xi) **"person"** means an owner or a proxy,
  - (xii) **"proxy"** means a duly appointed proxy for the purposes of the Act,
  - (xiii) **"strata scheme"** means the strata scheme to which this by-law applies, and
  - (xiv) **"you"** means an owner.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (i) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (ii) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (iii) words importing the singular number include the plural and vice versa,
  - (iv) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (v) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - (vi) the provisions of this by-law operate to the extent permitted by law, and



- (vii) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **30.3 E-Voting**

- (1) This by-law applies if the owners corporation or strata committee has made an e-voting determination.
- (2) An e-voting determination remains in force until it is revoked.
- (3) An e-voting determination may be revoked by a resolution of:
  - (i) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
  - (ii) (in the case of an e-voting determination made by the owners corporation) the owners corporation.
- (4) The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

### **30.4 Rules for E-Voting**

- (1) E-voting must be conducted by a ballot.
- (2) The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
  - (a) instructions for completing the ballot paper, and
  - (b) the motions to be voted on, and
  - (c) the means of indicating the voter's choice on the motions to be voted on.
- (3) The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
  - (b) access to information about:
    - (i) how the ballot paper must be completed, and
    - (ii) the deadline for submission of the ballot paper, and
    - (iii) if voting is by email, the address where the ballot paper is to be returned, and
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
  - (c) access to an electronic form of declaration requiring the voter to state:
    - (i) his or her name, and
    - (ii) the capacity in which the person is entitled to vote, and
    - (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
    - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.
- (4) Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

- (5) A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- (6) If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.
- (7) If the ballot is a secret ballot, the secretary must ensure that:
  - (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
  - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.
- (8) An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
- (9) The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- (10) As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:
  - (a) review all information and reports about the electronic ballot, and
  - (b) reject as informal any votes that do not comply with the requirements of this by-law, and
  - (c) ascertain the result of the electronic ballot, and
  - (d) make a written or electronic record of the result of the electronic ballot, and
  - (e) announce or publish the result of the ballot.

### **30.5 Obligations of Owners and Proxies**

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

## **31. PROXIES**

### **31.1 Introduction**

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

### **31.2 Definitions & Interpretation**

- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*,
  - (b) "**earliest proxy appointment forms**" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
  - (c) "**meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
  - (d) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
  - (e) "**person**" means the person referred to in clause 31.3(1) of this by-law,
  - (f) "**proxy**" means a duly appointed proxy for the purposes of the Act,

- (g) **"proxy appointment form"** means an instrument appointing a proxy in the form prescribed by the Regulations,
  - (h) **"proxy election"** means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
  - (i) **"proxy giver"** means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
  - (j) **"proxy threshold"** means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
    - (i) if the strata scheme has 20 lots or less, one,
    - (ii) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
  - (k) **"strata scheme"** means the strata scheme to which this by-law applies, and
  - (l) **"surplus of proxies"** means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
    - (i) exceeds the proxy threshold for that person, or
    - (ii) results in the proxy threshold being exceeded by that person,
  - (m) **"you"** means the owner of a lot in the strata scheme.
- (2) In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
  - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
  - (c) words importing the singular number include the plural and vice versa,
  - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
  - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
  - (f) the provisions of this by-law operate to the extent permitted by law, and
  - (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

### **31.3 Rules Where Proxy Threshold Exceeded**

- (1) If a person has been given a surplus of proxies the person must make a proxy election.
- (2) A proxy election must be communicated by that person to the secretary of the owners corporation:
  - (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or

- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- (3) A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.
- (4) If that person does not make a proxy election within the time stipulated by clause 31.3(2) of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- (5) A proxy election by that person or the chairperson must:
  - (a) give priority to the earliest proxy appointment forms; and
  - (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.
- (6) Despite clause 31.3(5) of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.
- (7) You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

## **32. Approval of Air Conditioning**

- (1) This by-law is made under the provisions of Part 6 and Part 7 of the *Strata Schemes Management Act 2015*.
- (2) Notwithstanding any other by-law, this by-law:
  - (a) confers on each lot owner special privileges in respect of part of the common property as a consequence of the installation of a split system air conditioning unit and ancillary equipment to service the lot (Air Conditioning) and use of that part of the common property to which the Air Conditioning is affixed; and
  - (b) confers on the owner of each lot within which an air conditioning unit has been installed prior to the making of this by-law (Existing Air Conditioning) special privileges in respect of part of the common property as a consequence of the installation of the Existing Air Conditioning and exclusive use of that part of the common property occupied by the Existing Air Conditioning,subject to compliance with the provisions of this by-law.
- (3) The special privileges conferred by this by-law are the rights to alter and use the common property by installation of Air Conditioning and the privilege to retain Existing Air Conditioning installed prior to the date of the making of this by-law, in accordance with the provisions of this by-law.
- (4) An owner may only install Air Conditioning after the written consent of the Strata Committee is obtained. Such consent may include any conditions the Strata Committee reasonably requires and must not be unreasonably withheld in the event the owner provides the Owners Corporation with their written acceptance of and consent to be bound by the terms of this by-law and By-Law 28.

- (5) Air Conditioning must be installed in accordance with the following conditions:
- (a) the owner must provide the Strata Committee 21 days' prior written notice of the intended date of installation detailing the size, type and positioning of the Air Conditioning and details of the contractor installing the Air Conditioning;
  - (b) the installation of the Air Conditioning must be undertaken by a qualified contractor who holds the relevant licences and insurances and in a manner which least disrupts other owners and occupiers;
  - (c) the Air Conditioning must be installed in a position approved by the Strata Committee and must be as much as possible and practicable in a construction and colour that matches the overall appearance of the building and which detracts as little as possible from the appearance of the scheme;
  - (d) the Air Conditioning unit must be piped into the storm water drain or as otherwise directed by the Strata Committee to avoid run-off on the building and common property;
  - (e) all rubbish from the installation of the Air Conditioning must be promptly removed from the Scheme; and
  - (f) any damage caused to the common property or another lot as a result of the installation or the operation of the Air Conditioning must be repaired at the lot owner's expense by a qualified contractor who holds the relevant licences and insurances.
- (6) An owner of a lot in which Air Conditioning or Existing Air Conditioning is installed must at all times:
- (a) comply with all directions, orders and requirements of any Authority and of the Owners Corporation relating to the Air Conditioning or Existing Air Conditioning;
  - (b) properly maintain and upkeep the Air Conditioning or Existing Air Conditioning in a state of good and serviceable repair and keep the Air Conditioning or Existing Air Conditioning insured;
  - (c) remain responsible for the maintenance, repair and replacement of the Air Conditioning or Existing Air Conditioning and any infrastructure which affixes the Air Conditioning or Existing Air Conditioning to the common property and for the maintenance and repair of that part of the common property to which the Air Conditioning or Existing Air Conditioning is affixed;
  - (d) remain liable for any damage to a lot or common property arising out of or in connection with the installation and operation of the Air Conditioning or Existing Air Conditioning and make good that damage immediately after it has occurred; and
  - (e) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Air Conditioning or Existing Air Conditioning including its installation, repair, maintenance, replacement, removal and/or use.
- (7) If Air Conditioning or Existing Air Conditioning is to be replaced by an owner, the owner must first obtain approval for the installation of the replacement air conditioning unit and equipment in accordance with this by-law.

- (8) If the Air Conditioning or Existing Air Conditioning is to be removed by an owner, any damage to the common property caused by such removal is to be remedied by the owner so that the common property is returned to its previous condition ('Remedy Works').
- (9) In accordance with section 120 of the *Strata Schemes Management Act 2015* if an owner fails to carry out Remedy Works after being provided written notice by the Strata Committee or Owners Corporation to do so, the Owners Corporation may carry out the work that is required to be carried out by the owner and may recover the cost of carrying out the work from the relevant owner or from any person who, after the work is carried out, becomes the owner, as a debt.
- (10) This by-law applies to each owner of a lot within the scheme and to the successive owners of each lot.
- (11) This by-law prevails to the extent of any inconsistency with any other by-law applicable to the strata scheme.

*Rebecca Harris*



**Approved Form 10**

**Certificate re Initial Period**

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

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

The seal of The Owners - Strata Plan No 52701 was affixed on ^.....19/5/22..... 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Rebecca Harris Name: Rebecca Harris Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date  
\* Strike through if inapplicable



### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 52701 was affixed on 18<sup>th</sup> May 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Rebecca Harris Name: Rebecca Harris Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date





Form: 15CH  
Release: 2.3  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Flood Legal Pty Ltd

## CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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

(A) TORRENS TITLE	For the common property CP/SP 52701	
(B) LODGED BY	Document Collection Box	Name Company Address Email Contact Number Customer Account Number Reference
		CODE  <b>CH</b>

- (C) The Owners-Strata Plan No 52701 certify that a special resolution was passed on 22 March 2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. Not applicable  
Added by-law No. 32  
Amended by-law No. Not applicable  
as fully set out below.  
For additional By-Law 32 see pages 28 to 30 of Annexure A
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporated the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of the Owners-Strata Plan No 52701 was affixed on 18<sup>th</sup> May 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: Rebecca Harris  
Name: REBECCA HARRIS  
Authority: STRATA MANAGER



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authority: \_\_\_\_\_

# Planning Certificate under Section

## 10.7 (formerly Section 149)

### Environmental Planning and Assessment Act, 1979

Land No. 38606

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2000

**Certificate No:** ePlanCer22/3341  
**Date of Issue:** 11/11/2022  
**Fee Paid:** \$62.00  
**Receipt No:**

**Your Reference:**

**eCustomer Reference:** 20221974

**Property Description:** Lot 27 SP 52701; No. 27/28 Moss Street KINGSCLIFF

*In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.*

#### ITEM 1

##### Names of relevant planning instruments and development control plans

- (1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.*
- (3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*
  - (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
  - (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*
- (4) *In this section—*

**proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

##### Item 1(1)

**The following local environmental planning instrument applies to the carrying out of development on the land:**

Tweed Shire LEP 2014

**The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.**

State Environmental Planning Policy (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

State Environmental Planning Policy (Housing) 2021 - Chapter 2 Affordable Housing

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 7 Canal Estate Development

State Environmental Planning Policy (Housing) 2021 - Chapter 3 Diverse Housing

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 3 Educational Establishments and Child Care Facilities

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 3 Hazardous and Offensive Development

State Environmental Planning Policy (Primary Production) 2021 - Chapter 2 Primary Production and Rural Development

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 4 Remediation of Land

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 2 Coastal Management

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

State Environmental Planning Policy (Resources and Energy) 2021 - Chapter 2 Mining, Petroleum Production and Extractive Industries

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 2 Vegetation in non-rural areas

State Environmental Planning Policy (Planning Systems) 2021

**Item 1(2)**

**The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:**

There are no draft Local Environmental Plans currently applying to the subject land.

**Item 1(3)**

**The following development control plan(s) that have been prepared in draft or adopted may apply to the carrying out of development on the land:**

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B9 - Tweed Coast Strategy

Section B26 - Kingscliff Locality Plan

## ITEM 2

### Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
  - (i) a name, such as “Residential Zone” or “Heritage Area”, or
  - (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone—
  - (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,
- (c) whether additional permitted uses apply to the land,
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
- (e) whether the land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#),
- (f) whether the land is in a conservation area, however described,
- (g) whether an item of environmental heritage, however described, is located on the land.

#### Item 2(a-c)

The subject land is within the following zone(s) and is affected by the following landuse table:

#### Zone R3 Medium Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

##### 2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

##### 3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

##### 4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Registered clubs; Research stations; Restricted premises; Rural

industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R3 Table]

**Item 2(d)**

**Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:**

Not applicable.

**Item 2(e) - Biodiversity Value:**

The subject land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#).

**Item 2(f) - Conservation Area:**

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

**Item 2(g) - Item of Environmental Heritage:**

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

**Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)**

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

**ITEM 3**

**Contributions Plans:**

- (1) *The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.*
- (2) *If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 5 - Open Space Contributions

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

**ITEM 4**

**Complying Development**

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*
- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
- (a) *a restriction applies to the land, but it may not apply to all of the land, and*
  - (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

### **Part 3 Housing Code**

No. Complying Development under the Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2
- \* land that is within an environmentally sensitive area

### **Part 3A Rural Housing Code**

No. Complying Development under the Rural Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2
- \* land that is within an environmentally sensitive area

### **Part 3B Low Rise Housing Diversity Code**

No. Complying Development under the Low Rise Housing Diversity Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2
- \* land that is within an environmentally sensitive area

### **Part 3C Greenfield Housing Code**

No. Complying Development under the Greenfield Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2
- \* land that is within an environmentally sensitive area

### **Part 4 Housing Alterations Code**

No. Complying Development under the Housing Alterations Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### **Part 4A General Development Code**

No. Complying Development under the General Development Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### **Part 5 Industrial and Business Alterations Code**

No. Complying Development under the Industrial and Business Alterations Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### **Part 5A Industrial and Business Buildings Code**

No. Complying Development under the Industrial and Business Buildings Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### Part 5B Container Recycling Facilities Code

No. Complying Development under the Container Recycling Facilities Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### Part 6 Subdivisions Code

No. Complying Development under the Subdivisions Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### Part 7 Demolition Code

No. Complying Development under the Demolition Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### Part 8 Fire Safety Code

No. Complying Development under the Fire Safety Code may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

## ITEM 5

### Exempt Development

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
  - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
  - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

No. Exempt Development may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an environmentally sensitive area

### Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

## ITEM 6

### Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*
  - (a) *an affected building notice is in force in relation to the land, or*

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section—
- affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.
- building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

#### Item (1)(a-c)

Council is not aware of any affected building notice or building product rectification order or a notice of intention to make a building product rectification order for the subject land.

### ITEM 7

#### Land reserved for acquisition:

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

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

### ITEM 8

#### Road Widening and Road Realignment:

*Whether the land is affected by road widening or road realignment under—*

- (a) the [Roads Act 1993](#), Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

#### Item 8(a-c)

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

### ITEM 9

#### Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this section—
- flood planning area** has the same meaning as in the *Floodplain Development Manual*.
- Floodplain Development Manual** means the *Floodplain Development Manual (ISBN 0 7347 5476 0)* published by the NSW Government in April 2005.
- probable maximum flood** has the same meaning as in the *Floodplain Development Manual*.

#### Item 9(1-3)

- (1) The land is a flood control lot. Council is aware that the land or part of the land is within the flood planning area and subject to flood related development controls. Flood related development controls, such as the Tweed Local Environmental Plans and minimum floor levels, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.



### Floodplain Risk Management Study

The subject land is situated within the high flow area under the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006.

The subject land is situated within the low flow area under the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006.

- (2) The land or part of the land is not affected by the probable maximum flood.

## ITEM 10

### Council and other public authority policies on hazard risk restrictions

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*
- (2) *In this section—*
- adopted policy means a policy adopted—**
- (a) *by the council, or*
- (b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

#### Land Slip:

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

#### Bushfire:

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard.

#### Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

#### Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

#### Acid Sulfate Soils:

The subject land is identified as Class 1 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

The subject land is identified as Class 5 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

#### Contamination:

Council has by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for

such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

**Coastal Hazards:**

This property is not affected.

**Aircraft Noise**

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07) 5589 1100 or by visiting their website at <http://www.goldcoastairport.com.au/>.

**Any Other Risk:**

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

- **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

**ITEM 11**

**Bush Fire Prone Land**

- (1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*
- (2) *If none of the land is bush fire prone land, a statement to that effect.*

The subject land is not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10.3(2) of the Environmental Planning and Assessment Act, 1979, as amended.

**ITEM 12**

**Loose-fill asbestos insulation**

*If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

The land is not known to be affected or listed on any register.

**ITEM 13**

**Mine Subsidence:**

*Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).*

No

**ITEM 14**

**Paper subdivision information**

- (1) *The name of a development plan adopted by a relevant authority that—*
  - (a) *applies to the land, or*
  - (b) *is proposed to be subject to a ballot.*
- (2) *The date of a subdivision order that applies to the land.*

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

There is no paper subdivision information relating to this land.

## ITEM 15

### Property Vegetation Plans

If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

## ITEM 16

### Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

**Note—**

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

## ITEM 17

### Biodiversity certified land:

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

**Note—**

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

Council is not aware of any Biodiversity Certifications on this site.

## ITEM 18

### Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order has been made under the [Trees \(Disputes Between Neighbours\) Act 2006](#) to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

## ITEM 19

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

(1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

- (2) In this section—  
**existing coastal protection works** has the same meaning as in the [Local Government Act 1993](#), section 553B.  
**Note—**  
Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The subject site is not affected by any Annual Charges for coastal protection services under the *Local Government Act 1993*.

## ITEM 20

### Western Sydney Aerotropolis

- Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—
- in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
  - shown on the [Lighting Intensity and Wind Shear Map](#), or
  - shown on the [Obstacle Limitation Surface Map](#), or
  - in the “public safety area” on the [Public Safety Area Map](#), or
  - in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

## ITEM 21

### Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

There are no historic development consents relating to Seniors Housing on the land.

## ITEM 22

### Site compatibility certificates and development consent conditions for affordable rental housing

- Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - the period for which the certificate is current, and
  - that a copy may be obtained from the Department.
- If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Item (1)(a-b)

There are no current site compatibility certificates under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate that council is aware of in relation to the land.

**Item (2)**

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 does not apply to the land.

There are no development consents of a kind referred to in State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, section 21(1) or 40(1) relating to the land.

**Item (3)**

There are no development consents of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1) relating to the land.

**Prescribed matters in accordance with the Contaminated Land Management Act 1997**

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

- (a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- (b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,*
- (d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

**(a) Significantly Contaminated Land**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

**(b) Management Order**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

**(c) Approved Voluntary Management Proposal**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

**(d) Ongoing Maintenance Order**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

**(e) Site Audit Statement**

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

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**NOTE:** *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021.*

*Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

*When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.*

*In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 may provide advice on the following additional matters:*

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

*Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).*

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**Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.**

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**TROY GREEN**  
**GENERAL MANAGER**

Per .....

Council Reference: DD22/1860  
Your Reference:  
eCustomer Reference: 20221974



Customer Service | 1300 292 872 | (02) 6670 2400

14 November 2022

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2000

[tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)  
[www.tweed.nsw.gov.au](http://www.tweed.nsw.gov.au)



PO Box 816  
Murwillumbah NSW 2484

Please address all communications  
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

**Sewer Diagram**  
**Lot 27 SP 52701; No. 27/28 Moss Street KINGSCLIFF**

The sewer detail shown identifies the location of Council's sewer main connection point servicing this property.

Sewer drainage lines located within the allotment and servicing the individual buildings are privately owned and controlled by the Body Corporate.

Reference should be made to the Developer/Subdivider for details relating to these drainage lines.

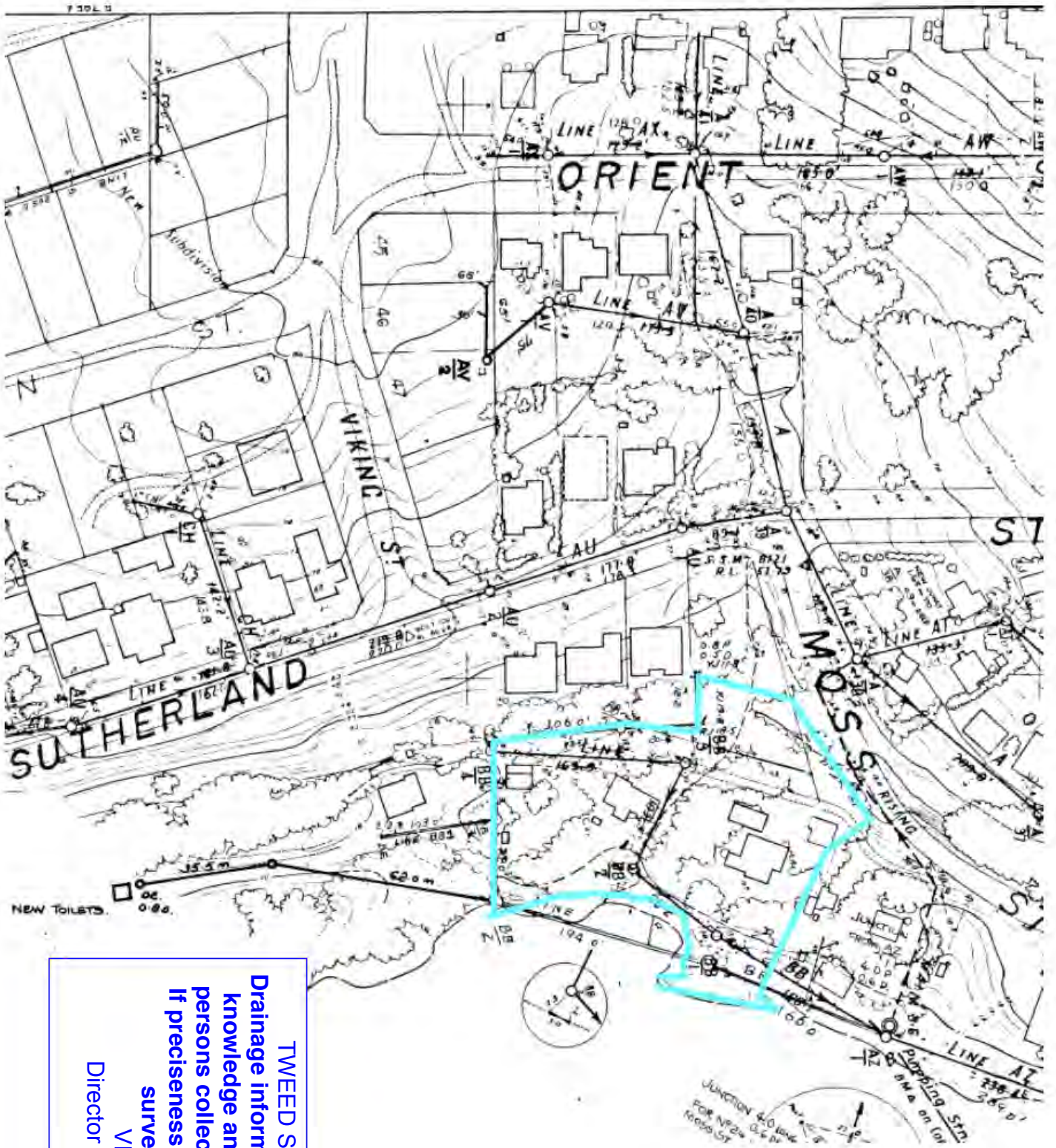
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

A handwritten signature in black ink, appearing to read "D. Galle".

**Denise Galle**  
**MANAGER BUILDING AND ENVIRONMENTAL HEALTH**

Enclosure



**TWEED SHIRE COUNCIL WARNING**  
**Drainage information is to the best of Council's**  
**knowledge and supplied for the guidance of**  
**persons collecting property or planning data.**  
**If preciseness of location is critical, a private**  
**survey should be arranged.**  
**VINCENT CONNELL**  
 Director Planning and Regulations

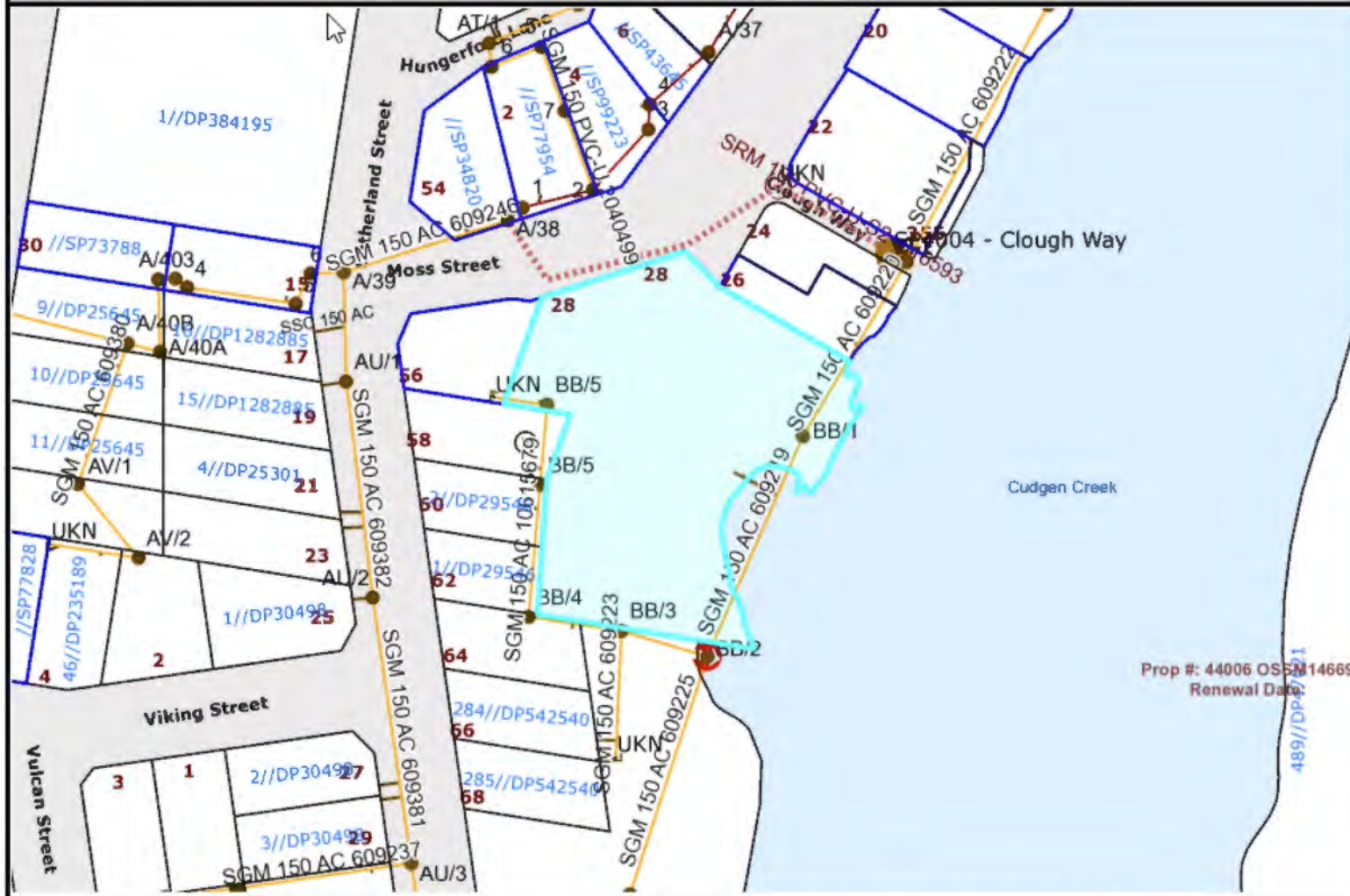


# Sewer Network Report

Lot & DP: //52701

Land No: 79241

Owners: The Owners Strata Plan 52701



## Sewer Node

- ⊙ Air Vac Release
- ⊖ Bypass Kit
- ⊠ Boundary Kit
- ) End Cap
- ⊠ Flushing Point
- ▶ Open Valve
- Public Manhole
- ⊠ Private Property Pump
- ⊠ Public Property Pump
- ⊠ Pump Station Public
- Pump Station Private
- SRM Manhole
- ⊠ Metering Point
- ⊠ Emergency Storage Tanks
- ⊠ Rodding Eye
- ⊠ Scour Valve
- ⊠ Lamphole
- ⊠ Vacuum Chamber
- ⊠ Vent Stack
- ▲ Reducer
- Sewer Vacuum Mains
- Pipe Diameter 0 - 100mm
- Pipe Diameter 110 - 160mm
- Sewer Rising Mains Location
- Sewer Gravity Mains Location
- 0 - 200
- 225 - 600
- 700 - 900
- Sewer Service Connection
- ⊠ Sewer DSP
- ⊠ Sewer Basin

Prop #: 44006 OSEM14669  
Renewal Date:

Civic and Cultural Centre  
3 Tumbulgum Road  
(PO Box 816)  
Murwillumbah NSW 2484

T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429  
W | www.tweed.nsw.gov.au

1:1,500  
00 Metres

Nov 14, 2022, 8:50 AM



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