

# Contract for the sale and purchase of land 2022 edition

| TERM  | MEANING OF TERM  | eCOS ID: 133984832 | NSW DAN:                             |
|---|--|--------------------|--------------------------------------|
| vendor's agent                              | L S Properties Pty Ltd<br>Shop 13, 2-6 Pandanus Parade, Cabarita Beach NSW 2488  |                    | Phone: 1300 067 177<br>Fax:          |
| co-agent                                    | e: brent@lsproperties.com.au/ 0477 122 559   |                    | Ref: Brent Savage                    |
| vendor                                      |  |                    |                                      |
| vendor's solicitor                          | Chedid Storey Legal, P O Box 223 Narrabeen NSW 2101<br>Suite 2/ 1451 Pittwater Road Narrabeen NSW 2101   |                    | Phone: 02 9913 3377<br>Fax:          |
| date for completion                         | 42 days after the contract date  | (clause 15)        | Email: rtrembath@chedidstorey.com.au |
| land  | 2/22 HASTINGS RD BOGANGAR NSW 2488   |                    |                                      |
| (Address, plan details and title reference) | LOT 2 IN STRATA PLAN 77221 being the land contained in folio identifier 2/SP77221  |                    |                                      |
|   | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies   |                    |                                      |
| improvements                                | <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input type="checkbox"/> other: |                    |                                      |
| attached copies                             | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:<br><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<br><input checked="" type="checkbox"/> blinds<br><input checked="" type="checkbox"/> built-in wardrobes<br><input checked="" type="checkbox"/> ceiling fans<br><input type="checkbox"/> other: | <input checked="" type="checkbox"/> clothes line<br><input type="checkbox"/> curtains<br><input checked="" type="checkbox"/> dishwasher<br><input type="checkbox"/> EV charger | <input checked="" type="checkbox"/> fixed floor coverings<br><input checked="" type="checkbox"/> insect screens<br><input checked="" type="checkbox"/> light fittings<br><input type="checkbox"/> pool equipment | <input checked="" type="checkbox"/> range hood<br><input type="checkbox"/> solar panels<br><input checked="" type="checkbox"/> stove<br><input type="checkbox"/> TV antenna |
| exclusions            |  |  |  |   |
| purchaser             |  |  |  |   |
| purchaser's solicitor |  |  | Phone:   |   |
|                       |  |  | Fax:   |   |
| Price                 | \$   |  | Ref:   |   |
| 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**

|  |  |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
|--|--|--------------------------------|---------------------------|---------------------------|-------------|-------------|---|--------------------------------|--------------------------------|---------------------------|---------------------------|-------------|-------------|
| <p><b>VENDOR</b></p> <hr/> <p>Signed By _____</p><br><br><p>Vendor _____</p><br><br><p>Vendor _____</p>  | <p><b>PURCHASER</b></p> <hr/> <p>Signed By _____</p><br><br><p>Purchaser _____</p><br><br><p>Purchaser _____</p> |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
| <p><b>VENDOR (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">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>PURCHASER (COMPANY)</b></p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">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 |
| Signature of authorised person   | Signature of authorised person   |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
| Name of authorised person  | Name of authorised person  |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
| Office held  | Office held  |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
| Signature of authorised person   | Signature of authorised person   |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
| Name of authorised person  | Name of authorised person  |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |
| Office held  | Office held  |                                |                           |                           |             |             |   |                                |                                |                           |                           |             |             |

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

NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

NO  yes

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

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

**land tax** is adjustable

NO  yes

**GST: Taxable supply**

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

NO  yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

| General   | Strata or community title (clause 23 of the contract)   |
|---|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land   | <input checked="" type="checkbox"/> 33 property certificate for strata common property                        |
| <input checked="" type="checkbox"/> 2 plan of the land  | <input type="checkbox"/> 34 plan creating strata common property  |
| <input type="checkbox"/> 3 unregistered plan of the land  | <input checked="" type="checkbox"/> 35 strata by-laws   |
| <input type="checkbox"/> 4 plan of land to be subdivided  | <input type="checkbox"/> 36 strata development contract or statement  |
| <input type="checkbox"/> 5 document to be lodged with a relevant plan   | <input type="checkbox"/> 37 strata management statement   |
| <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979   | <input type="checkbox"/> 38 strata renewal proposal   |
| <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)   | <input type="checkbox"/> 39 strata renewal plan   |
| <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)   | <input type="checkbox"/> 40 leasehold strata - lease of lot and common property                               |
| <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)   | <input type="checkbox"/> 41 property certificate for neighbourhood property                                   |
| <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 42 plan creating neighbourhood property  |
| <input type="checkbox"/> 11 <i>planning agreement</i>   | <input type="checkbox"/> 43 neighbourhood development contract  |
| <input type="checkbox"/> 12 section 88G certificate (positive covenant)   | <input type="checkbox"/> 44 neighbourhood management statement  |
| <input type="checkbox"/> 13 survey report   | <input type="checkbox"/> 45 property certificate for precinct property  |
| <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>   | <input type="checkbox"/> 46 plan creating precinct property   |
| <input type="checkbox"/> 15 occupation certificate  | <input type="checkbox"/> 47 precinct development contract   |
| <input type="checkbox"/> 16 lease (with every relevant memorandum or variation)   | <input type="checkbox"/> 48 precinct management statement   |
| <input type="checkbox"/> 17 other document relevant to tenancies  | <input type="checkbox"/> 49 property certificate for community property                                       |
| <input type="checkbox"/> 18 licence benefiting the land   | <input type="checkbox"/> 50 plan creating community property  |
| <input type="checkbox"/> 19 old system document   | <input type="checkbox"/> 51 community development contract  |
| <input type="checkbox"/> 20 Crown purchase statement of account   | <input type="checkbox"/> 52 community management statement  |
| <input type="checkbox"/> 21 building management statement   | <input type="checkbox"/> 53 document disclosing a change of by-laws   |
| <input checked="" type="checkbox"/> 22 form of requisitions   | <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement |
| <input checked="" type="checkbox"/> 23 <i>clearance certificate</i>   | <input type="checkbox"/> 55 document disclosing a change in boundaries  |
| <input checked="" type="checkbox"/> 24 land tax certificate   | <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015                  |
| <b>Home Building Act 1989</b>   | <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989                  |
| <input type="checkbox"/> 25 insurance certificate   | <input type="checkbox"/> 58 disclosure statement - off the plan contract                                      |
| <input type="checkbox"/> 26 brochure or warning   | <input type="checkbox"/> 59 other document relevant to off the plan contract                                  |
| <input type="checkbox"/> 27 evidence of alternative indemnity cover   | <b>Other</b>  |
| <b>Swimming Pools Act 1992</b>  | <input type="checkbox"/> 60   |
| <input type="checkbox"/> 28 certificate of compliance   |   |
| <input type="checkbox"/> 29 evidence of registration  |   |
| <input type="checkbox"/> 30 relevant occupation certificate   |   |
| <input type="checkbox"/> 31 certificate of non-compliance   |   |
| <input type="checkbox"/> 32 detailed reasons of non-compliance  |   |

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

Strata Title Management  
P O Box 1548 Coolangatta QLD 4225

ph: 07 5536 0700

**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><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

**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.

2/22 HASTINGS RD BOGANGAR NSW 2488

**Special Conditions for Sale of Land**

|                 |   |
|-----------------|---|
| <b>Property</b> | <b>2/2 Hastings Road, Boganbar NSW 2488</b> |
| <b>Vendor</b>   |   |

**33. Interpretation**

33.1 In this contract, unless a contrary intention appears:

- (a) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), permitted transferees and assigns, and any other entity recognised by law;
- (b) the singular includes the plural and vice versa;
- (c) words denoting one gender include each gender;
- (d) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (e) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (f) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (g) references to months and years means calendar months and years;
- (h) the use of headings are only for convenience and do not affect interpretation;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to this contract is not a business day, that act, matter or thing may be done on the next business day. Business day means a day that is not a Saturday, Sunday or public holiday in Sydney;
- (j) notwithstanding the completion of this contract, and notwithstanding the registration of the Transfer in favour of the Purchaser, any clause to which effect is not given by such completion or registration and which is capable of taking effect after completion or registration is not to merge but remain in full force and effect;
- (k) references to dollars or \$ means Australian dollars unless otherwise stated;
- (l) references to parties, clauses, sub-clauses, paragraphs, annexures and schedules are references to parties, clauses, sub-clauses, paragraphs, annexures and schedules in this contract;
- (m) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (n) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items, or items of a similar kind; and

- (o) in the event of any inconsistency between these special conditions and the Standard Form, these special conditions prevail.

### **34. Changes to Standard Contract**

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34.1 For the purposes of this contract, clause 1 to 32 are amended as follows:

- (a) **Clause 1** add the words “from any competent authority or adjoining owner” at the end of the definition of “work order”.
- (b) **Clause 3** is deleted;
- (c) **Clause 5.2.3** – replace "a reasonable time" with "21 days after the date of this contract";
- (d) **Clause 6.2** is deleted.
- (e) **Clauses 7.1.1** is deleted and replaced with "*any amount is claimed*";
- (f) **Clause 7.2** is deleted;
- (g) **Clause 8.1.1** is amended by deleting the words “on reasonable grounds”.
- (h) **Clause 8.1.2** is amended by deleting the words “and those grounds”.
- (i) **Clause 10.1** is amended by including the words “or delay completion” after the word “terminate”.
- (j) **Clause 10.1.8** and **10.1.9**:
  - (i) replace "*substance*" with "*existence*"; and
  - (ii) replace "*disclosed*" with "*noted*"; and
- (k) insert the following at the end of clause **10.1**:

*“For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction.”*
- (l) **Clause 10.4** add new subclause to read:

*"10.4 The vendor discloses all the information annexed to this contract even if the contract does not refer to that disclosure."*
- (m) **Clauses 12.2** are deleted.
- (n) **Clause 13.7** does not apply if margin scheme is adopted;
- (o) **Clause 14.4.2** is deleted
- (p) **Clause 14.8** add the words “by any competent authority” after the words “started”.
- (q) **Clauses 23.13, 23.14** and **23.15** are deleted and replaced with “the purchaser shall be responsible for obtaining a Certificate under s184 of the Strata Schemes Management Act 2015 at its own expense.”

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**35. Governing Law**

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35.1 This contract is governed by and will be construed according to the laws of New South Wales.

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**36. Completion and Notice to Complete**

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36.1 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this contract within 14 days after the date of service of the notice. If the vendor issues a notice to complete, the purchaser must allow the vendor \$500.00 plus GST as reimbursement of the vendor's additional legal costs.

36.2 For the purposes of this clause, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.

36.3 The vendor will not be regarded as being unready, unwilling and unable to complete this contract solely because of the existence of a charge on the property for any statutory outgoing, which will otherwise be paid or discharged on completion.

36.4 Without limiting any other provision of this contract, the vendor is not required to remove any statutory charge on the property for any outgoing prior to completion if it will be paid or otherwise discharged on completion.

36.5 The vendor is not required to give to the purchaser either before or at completion a discharge or release of any encumbrance unless that discharge or release is required to enable the registration of the Transfer to the purchaser.

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**37. Existing Encumbrances**

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37.1 If on completion there is noted on the folio of the register for the property a mortgage or caveat, the purchaser must accept on completion in registrable form a discharge of that mortgage or a withdrawal of that caveat in respect of the property.

37.2 The vendor must on completion allow the purchaser the registration fees payable in respect of that discharge of mortgage or a withdrawal of caveat.

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**38. Damages**

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38.1 Without prejudice to the vendor's other rights, if the balance of the price is not paid by the purchaser to the vendor by the completion date, the purchaser must pay to the vendor as liquidated damages an amount calculated:

- (a) at the rate of 8% per annum on the balance of the price; and
- (b) from the completion date or if applicable from the date the vendor rectifies the vendor's default until the first to happen of completion or termination of this contract by the vendor.

38.2 The parties agree that it is an essential term of this clause that the money to be paid under it will be paid on completion.

38.3 This clause does not apply if the delay in completion is due to the fault of the vendor.



### **39. Non-Reliance on Warranties/Representations**

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- 39.1 The purchaser acknowledges that the purchaser in entering into this contract:
- (a) does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except those that are expressly provided in this contract; and
  - (b) has relied entirely on the purchaser's enquiries relating to and in the purchaser's inspection of the property; and
  - (c) accepts the property and any chattels and things included in this contract in their present condition.
- 39.2 Without limiting the generality of this clause, the purchaser acknowledges that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty on which the purchaser relies as to:
- (a) the state of repair of the property;
  - (b) the rights and privileges relating to the property;
  - (c) the fitness or suitability for any particular purpose or otherwise of the property or any part of it; or
  - (d) any financial return or income to be derived from the property.
- 39.3 The purchaser is not entitled to:
- (a) make any requisition, claim or objection about; or
  - (b) rescind, terminate or delay completion of this contract because of, any of the matters referred to in this clause.

### **40. Acceptance of property**

---

- 40.1 The purchaser accepts the property (including without limitation the improvements and inclusions) in its present state of condition and repair and subject to any latent or patent defects or infestation or dilapidation and subject to all existing water, sewerage, drainage and plumbing services and connections, and cables and wires in respect of the property existing either at the date of this contract or at completion.
- 40.2 The purchaser is not entitled to:
- (a) make any requisition, claim or objection about; or
  - (b) rescind, terminate or delay completion of this contract because of any of the matters referred to in this clause or as a result of fair wear and tear occurring between the date of this contract and completion.

### **41. Building Certificate**

---

- 41.1 The vendor does not have a building certificate in respect of the improvements.
- 41.2 The purchaser is not entitled to require the vendor to:
- (a) apply for or do anything to obtain a building certificate; nor

(b) comply with the local council's requirements for the issue of a building certificate.

41.3 Completion of this contract is not conditional on the vendor or the purchaser obtaining a building certificate in respect of the improvements.

---

#### **42. Conditions of Use or Approval**

42.1 The vendor is not required to comply with any condition imposed by any competent authority concerning any application made by or on behalf of the purchaser relating to any proposed use or development of the property.

---

#### **43. Vendor not Responsible for Fencing**

43.1 Subject to Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2022*, any law to the contrary or this contract, the vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing if:

- (a) fencing is not on the correct boundary;
- (b) a give-and-take fence exists; or
- (c) a boundary of the property is not fenced.

---

#### **44. Section 52A Conveyancing Act**

44.1 If any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2022*, then this contract will be read and construed as if such provision is severable from this contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.

---

#### **45. Breach of Statutory Warranty by Vendor**

45.1 If the purchaser discovers that the vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022*, the purchaser must, within seven days of discovering that breach, notify the vendor in writing of that breach.

45.2 If the vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022*, the vendor may, before completion, serve a notice:

- (a) setting out the breach;
- (b) requesting the purchaser to serve a notice on the vendor irrevocably waiving the breach (**Waiver**); and
- (c) indicating that the vendor intends to rescind this contract if the Waiver is not served within 14 days of service of that notice.

45.3 The vendor may rescind the contract if:

- (a) the vendor serves a notice under clause 45.2 and
- (b) the purchaser does not serve the Waiver within the time required under the notice.

- 45.4 If the purchaser serves a Waiver before the vendor rescinds under clause 45.2, the vendor is no longer entitled to rescind under clause 45.3.
- 45.5 The purchaser has no claim against the vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* other than the right of rescission given by that Regulation.

---

**46. Warranty as to Agent**

---

- 46.1 The purchaser warrants that the purchaser was not introduced directly or indirectly to either the vendor or the property by any person other than the vendor's agent (if any) as specified in this contract.
- 46.2 The purchaser will indemnify the vendor against any claim or demand for commission or remuneration by any person other than the vendor's agent arising from the sale of the property and pursuant to a breach of the purchaser's warranty provided by this clause.
- 46.3 This clause will not merge on completion.

---

**47. Rescission on Death/Liquidation**

---

- 47.1 Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this contract, if the purchaser (or one of them if there is more than one purchaser) prior to completion:
- (a) dies or becomes mentally incapacitated, then either party may rescind the contract and the provisions of clause 19 will apply; or
  - (b) being a company:
    - (i) is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Act; or
    - (ii) if any liquidator, administrator, receiver or official manager is appointed in respect of it then the vendor may rescind this contract and the provisions of clause 19 will apply.

---

**48. Consumer Credit**

---

- 48.1 The purchaser acknowledges and warrants to the vendor either that credit is not required to complete this contract or credit to complete this contract has already been approved on terms acceptable to the purchaser.
- 48.2 The purchaser will indemnify the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.

---

**49. FIRB Approval**

---

- 49.1 The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* as to the purchase of the property by the purchaser.
- 49.2 A breach of the warranty given under clause 49.1 entitles the vendor to rescind this contract and the provisions of clause 19 apply.

- 49.3 The purchaser indemnifies the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.
- 49.4 This clause does not merge on completion.

---

**50. Errors in Adjustments**

---

- 50.1 Each party agrees that if on completion of this contract any adjustment required to be made under the contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation to be payable. The obligations contained in this clause are essential and shall not merge on completion.

---

**51. Merger**

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- 51.1 The parties agree that the provisions of this contract which are to apply after completion of it do not merge on completion.

---

**52. Entire Agreement**

---

- 52.1 To the extent permitted by law, in relation to the subject matter of this contract, this contract:
- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
  - (b) supersedes any prior written or other agreement between the parties.

---

**53. Vendor Disclosure Documents**

---

- 53.1 Attached to this contract are copies of the Vendor Disclosure Documents.
- 53.2 The vendor specifically discloses all of the facts and materials referred to, or set out in, this contract and the Vendor Disclosure Documents.
- 53.3 The vendor makes no warranty or representation as to the correctness or completeness of any of the Vendor Disclosure Documents.
- 53.4 The purchaser cannot make any objection in respect of anything referred to or disclosed in:
- (a) this clause;
  - (b) the contract; or
  - (c) the Vendor Disclosure Documents.

---

**54. Notices**

---

- 54.1 Any notice to or by a party under this contract must be in writing and signed by the sender or the sender's solicitor and if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender or the sender's solicitor.
- 54.2 Any notice may be served by delivery in person, post or transmission by facsimile (if a facsimile number is specified in this contract) or email to the address or number or email address of the recipient specified in this contract or most recently notified by the recipient to the sender.

- 54.3 Any notice will be effective for the purposes of this contract on delivery to the recipient prior to 5.00 pm local time on a Business Day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next Business Day following delivery or receipt.
- 54.4 Despite clause 20.6, the service of any notice or document in connection with this contract on a party is deemed to have been received by that party or that party's solicitor:
- (a) where it is sent by facsimile transmission, on the day it is actually transmitted to that party or that party's solicitor, unless:
    - (i) the sender's machine indicates a malfunction in transmission service, in which case service is deemed not to have been effected; or
    - (ii) the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have been effected; or
    - (iii) the transmission is not completed before 5.00pm (local time) on a Business Day, in which case service is deemed to have been effected at 9.00am on the next Business Day; or
  - (b) where it is sent by email, on the day the email is actually sent, unless, within twenty-four (24) hours of the email being sent, the sender receives a notification from either the sender's mail server or the recipient's mail server indicating that the message has not been sent and/or received.

## 55. Swimming pool

---

- 55.1 This clause applies if the property contains a swimming pool or spa pool (**pool**) as defined under the *Swimming Pools Act 1992* except if the property is a lot in a strata or community scheme with more than two lots.
- 55.2 The vendor does not warrant the accuracy of any certificate of compliance, certificate of non-compliance or occupation certificate attached to the contract, or that the pool complies with the requirements imposed by the *Swimming Pools Act 1992*.
- 55.3 Notwithstanding clause 11.1, if the contract contains a certificate of non-compliance in relation to the pool, the purchaser must within 90 days of completion, carry out the works and do all things necessary to address the issues raised in the non-compliance certificate, including obtaining a compliance certificate.
- 55.4 The purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the *Swimming Pools Act 1992* or other relevant legislation. This clause 55 does not merge on completion.

## 56. Guarantee and Indemnity

---

- 56.1 This clause applies if the purchaser is a company.
- 56.2 Expressions used in this clause (which is a deed as between the vendor and the Guarantor) given meanings in the contract have the same meaning as in the contract and have the following additional meanings:
- (a) **contract** means the contract to which this guarantee and indemnity is attached; and
  - (b) **Guarantor** means the persons identified as guarantors on the front page of this contract.
- 56.3 The Guarantor, by the Guarantor's execution of this guarantee and indemnity at the end of this deed, acknowledges incurring obligations and giving rights under this guarantee and indemnity

- for valuable consideration received from the vendor including, without limitation, the agreement of the vendor to enter into this contract at the request of the Guarantor.
- 56.4 The covenants, guarantees and indemnities in this deed are severable.
- 56.5 The Guarantor unconditionally and irrevocably guarantees to the vendor:
- (a) the payment to the vendor of the balance of the price by the purchaser;
  - (b) the payment to the vendor of every other amount payable by the purchaser under this contract; and
  - (c) the performance of the purchaser's obligations under this contract.
- 56.6 The Guarantor indemnifies the vendor against any claim or action and costs arising therefrom in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract.
- 56.7 The Guarantor must pay on demand any money due to the vendor by reason of this indemnity including the balance of the price, the adjustments due to the vendor on completion and interest payable by the purchaser to the vendor.
- 56.8 The Guarantor is jointly and severally with the purchaser liable to the vendor for:
- (a) the purchaser's observance and performance of its obligations under this contract; and
  - (b) any damage incurred by the vendor as a result of:
  - (c) the purchaser's failure to observe and perform its obligations under the contract or its default under this contract; or
  - (d) the termination of this contract by the vendor.
- 56.9 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this deed.
- 56.10 The obligations of the Guarantor under this deed are not released, discharged or otherwise affected by:
- (a) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
  - (b) the grant of any time, waiver, covenant not to sue or other indulgence;
  - (c) the release (including without limitation a release as part of a novation) or discharge of any person;
  - (d) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
  - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (f) a variation of this contract including, without limitation, a variation in the date of completion of this contract;
  - (g) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

- (h) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (i) the winding up of the purchaser.

56.11 The parties acknowledge that this guarantee and indemnity is executed as a deed.

**Guarantor signature**

---

**Signed Sealed and Delivered by** )  
 )  
in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
(Print) Name of Witness

**Signed Sealed and Delivered by** )  
 )  
in the presence of:

.....  
Signature of Witness

.....  
Signature

.....  
(Print) Name of Witness



FOLIO: 2/SP77221

-----

| SEARCH DATE | TIME     | EDITION NO | DATE      |
|-------------|----------|------------|-----------|
| -----       | ----     | -----      | ----      |
| 2/4/2024    | 12:47 PM | 4          | 13/6/2017 |

LAND

-----

LOT 2 IN STRATA PLAN 77221  
AT BOGANGAR  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

(T AM119126)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77221
- 2 AM119127 MORTGAGE TO GEORGE MARNER COLVIN SMITH  
AM470853 VARIATION OF MORTGAGE AM119127

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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





FOLIO: CP/SP77221

-----

| SEARCH DATE | TIME     | EDITION NO | DATE       |
|-------------|----------|------------|------------|
| -----       | ----     | -----      | ----       |
| 2/4/2024    | 12:47 PM | 2          | 23/10/2018 |

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 77221  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BOGANGAR  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM SP77221

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 77221  
ADDRESS FOR SERVICE OF DOCUMENTS:  
22 HASTINGS ROAD  
BOGANGAR NSW 2488

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING THE LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES  
BY THE CROWN GRANT
- 3 AN600888 CONSOLIDATION OF REGISTERED BY-LAWS
- 4 AN600888 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 3)

-----

STRATA PLAN 77221

| LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-----|-----|-----|-----|-----|
| 1   | - 1 | 2   | - 1 | 3   | - 1 |

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



**STRATA CERTIFICATE**  
TWEED SHIRE COUNCIL

Name of Council / Approved Certificate being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

- strata plan
  - strata plan of subdivision
- Illustrated in the certificate, the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- The strata plan/strata plan of subdivision is part of a development scheme, the council is satisfied that the plan is consistent with any applicable conditions of any development consent made under the plan gives effect to the stage of the strata development contract to which it relates.
- The strata plan/strata plan of subdivision is the subject of a development consent in force that authorises the development of the building beyond the alignment of \_\_\_\_\_.

development consent in force that authorises the development.

The approval is given on the condition that the use of this plan is restricted to the use of the land for the purposes of the occupation of the land as a residence, or the land is restricted to the occupation or use of a lot or proposed lot being such a use only for the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

date 15 MAY 06  
 Subdivision No. SSC0610025  
 Accreditation No. DA0511963  
 Relevant Development Consent No. DA0511963  
 Issued by TWEED SHIRE COUNCIL

General Manager/Authorised Person/Assistant Controller

**SURVEYORS CERTIFICATE**

I, **MARK KEVIN BUCKMAN**  
 of **47 PEARL STREET KINGSCLIFF**  
 a surveyor registered under the Surveying Act 2002, hereby certify that:

- each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;
- the building encloses upon a public place;
  - (a) the building encloses an land (other than a public place) in respect of which an easement, or appropriate easement,
  - (b) is to be created under section 88B of the Conveyancing Act 1919;
- The survey information recorded in my accompanying location plan is accurate.

Date 25/2/06  
 Signature [Signature]

This is sheet 1 of my Plan in 4 sheets.

\* Residential Model By-Laws adopted for this scheme  
 Keeping of Animals: Option B

Schedule of By-Laws in \_\_\_\_\_ sheets filed with plan No by TWS apply \_\_\_\_\_  
 State and whether is applicable

| SCHEDULE OF UNIT ENTITLEMENT |                  |
|------------------------------|------------------|
| LOT NO.                      | UNIT ENTITLEMENT |
| 1                            | 1                |
| 2                            | 1                |
| 3                            | 1                |
| AGGREGATE                    | 3                |

PLAN OF SUBDIVISION OF LOT 25 IN DP1096623

LGA TWEED LOCALITY BOGANGAR  
 PARISH CUDGEN COUNTY ROUS

Register ed: P 8.6.2006  
 Purpose: SUBDIVISION STRATA PLAN  
 Ref. Map: X 54.60 - 4  
 Last Plan: DP 1096623

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

THE OWNERS - STRATA PLAN NO. 77221  
 22 HASTINGS ROAD  
 BOGANGAR NSW 2488

**FOR LOCATION PLAN SEE SHEET 2**

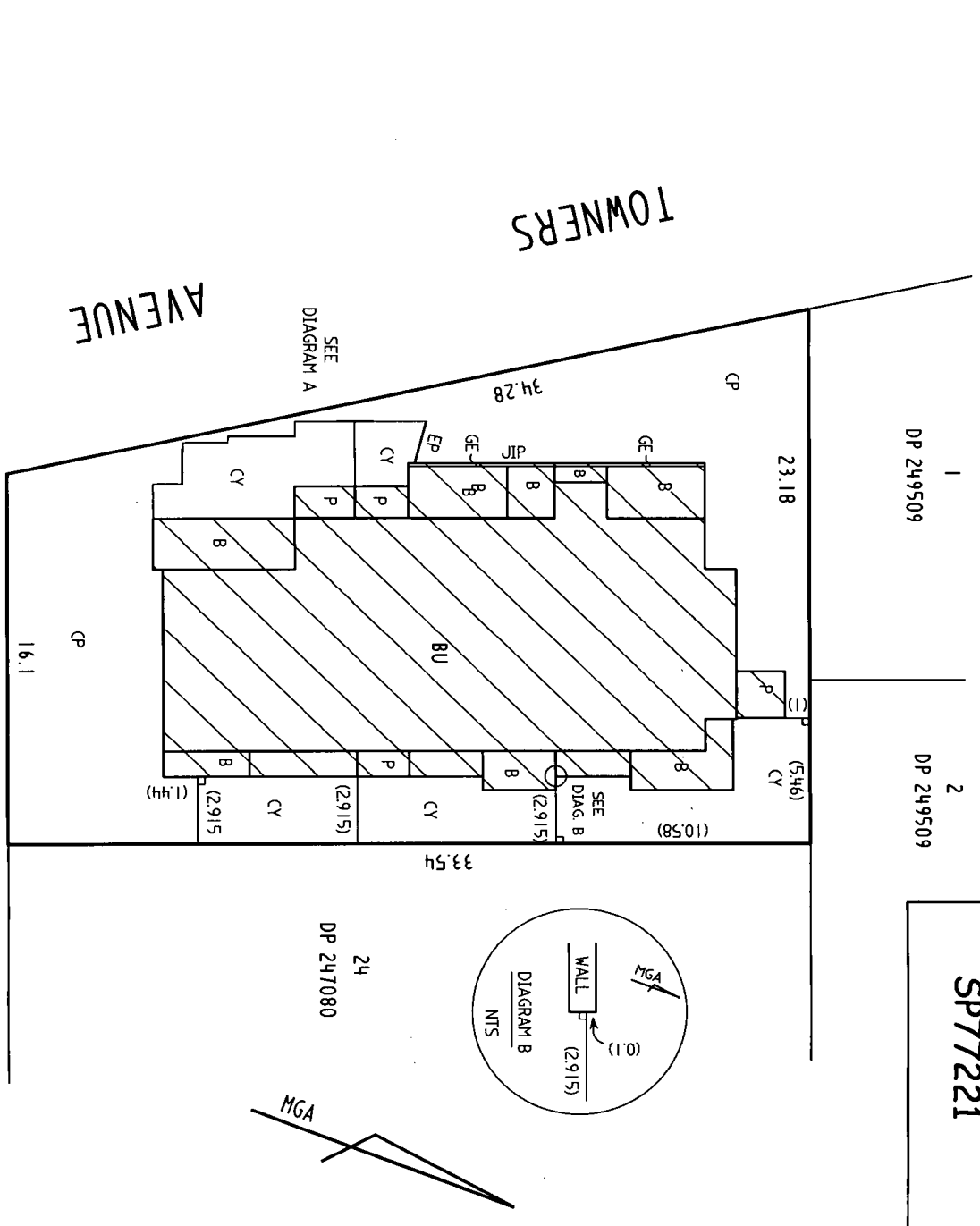
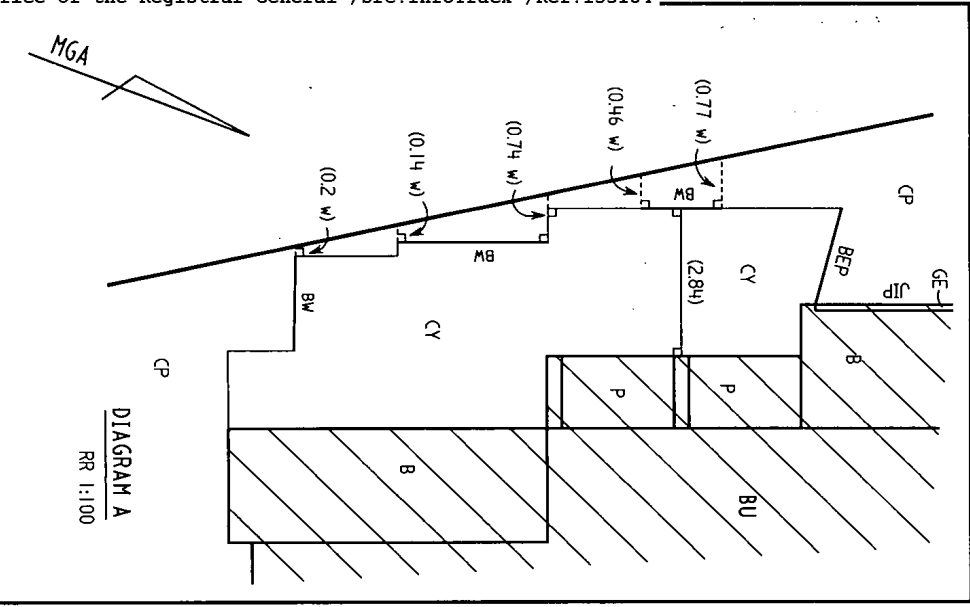
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

Mortgagee under Mortgage No. A1727408  
 Signed at Sydney this 5th day of APRIL 2006 for National Australia Bank Limited ABN 12 004 044 937 by **Fiona Ferguson** its duly appointed Attorney under Power of Attorney No. 549 Book 3884  
 Manager [Signature]  
 Witness/Bank Officer **SALLY POATE**  
 255 George Street, Sydney NSW

*Signed for and on behalf of  
 DAs Property Investments Pty Ltd  
 Ken 104-5946899*  
  
 NINA DAVID KINMAN DAs  
 DAs Sec Director / Sec

SP77221

- LEGEND**
- CP COMMON PROPERTY
  - CY COURTYARD
  - BU THREE STOREY RENDERED BRICK TIMBER & METAL
  - 22 HASTINGS ROAD BOGANGAR
  - B BALCONY
  - P PATIO
  - GE GARAGE ENTRY
- BEP BOUNDARY IS THE VERTICAL FACE OF CONCRETE PATH  
 JIP BOUNDARY IS THE JOIN LINE IN THE PATH  
 W FROM THE WEST FACE OF BRICK WALL  
 BW BLOCK BRICK WALL
- LINEAR MEASUREMENTS FROM WALLS ARE -  
 (UNLESS OTHERWISE INDICATED)  
 \* FROM EXTERNAL WALL CORNER OR EXTERNAL WALL FACE  
 \* ARE PERPENDICULAR TO THE FACE OF WALL
- ◻ DENOTES 90 DEGREES



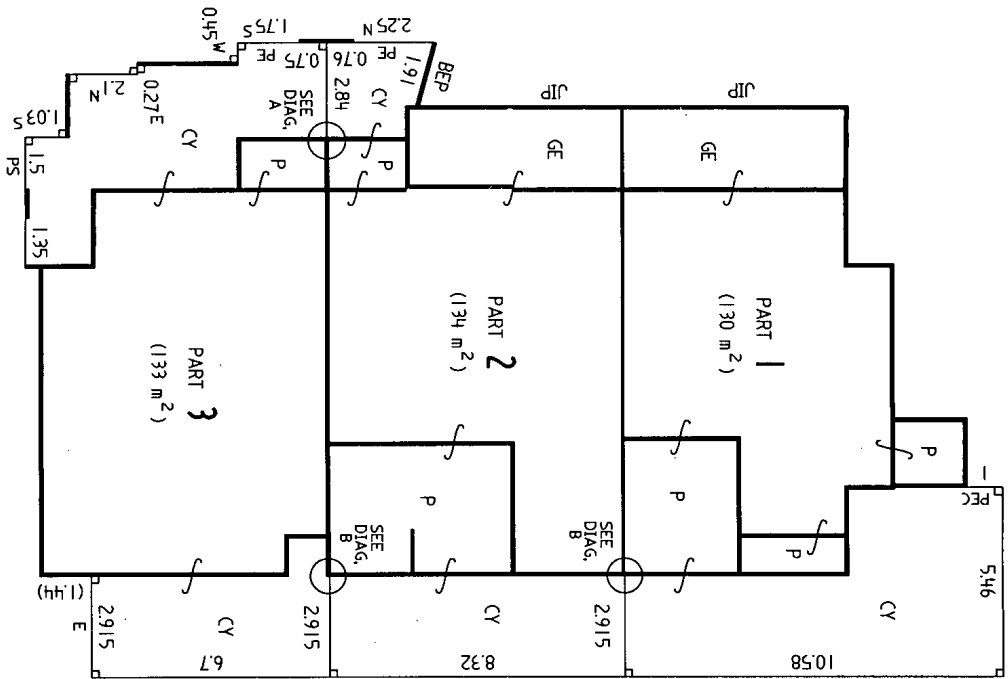
**LOCATION PLAN**

Reduction Ratio 1:200  
 Lengths are in metres

*John Ken Bunker*  
 Surveyor Registered under Surveying Act 2002  
 SURVEYORS REFERENCE 041144

*General Manager / Authorised Person / Accredited Classifier*  
 General Manager / Authorised Person / Accredited Classifier

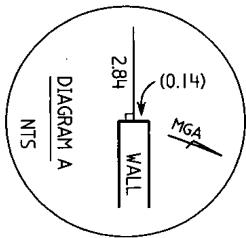
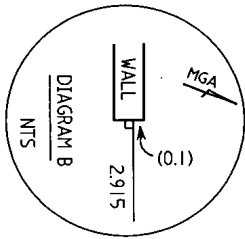
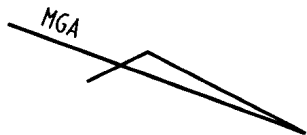
SP77221



PLAN LEVEL 1

Reduction Ratio 1 : 150

Lengths are in metres



LEGEND

- CY COURTYARD
- P PATIO
- GE GARAGE ENTRY

BEP BOUNDARY IS THE VERTICAL FACE OF CONCRETE PATH  
 JIP BOUNDARY IS THE JOIN LINE IN THE PATH  
 N FROM THE NORTH FACE OF BRICK WALL  
 S FROM THE SOUTH FACE OF BRICK WALL  
 E FROM THE EAST FACE OF BRICK WALL  
 W FROM THE WEST FACE OF BRICK WALL  
 PE PROLONGATION OF THE EAST FACE OF WALL  
 PEC PROLONGATION OF THE EAST FACE OF PATIO  
 PS PROLONGATION OF THE SOUTH FACE OF WALL

NOTES

ALL AREAS ARE APPROXIMATE ONLY  
 THE STRATUM OF THE COURTYARD EXTENDS BETWEEN 3 BELOW AND 5 ABOVE (Y) THE UPPER SURFACE OF THE GROUND FLOOR OF THE ADJOINING UNIT.  
 (Y) EXCEPT WHERE COVERED

THE STRATUM OF THE PATIO AND GARAGE ENTRY IS LIMITED IN HEIGHT TO 5 ABOVE (Y) THE UPPER SURFACE OF THE GROUND FLOOR OF THE ADJOINING UNIT.  
 (Y) EXCEPT WHERE COVERED

└─┘ DENOTES 90 DEGREES

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

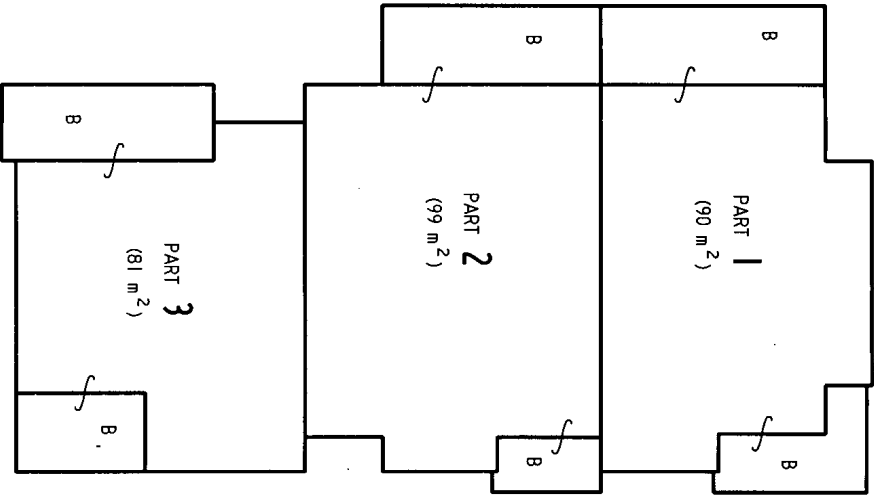
THE WHOLE OF THE BUILDING INCLUDING ALL STRUCTURES, IMPROVEMENTS AND SERVICES WITHIN LOTS FORM PART OF THE COMMON PROPERTY UNLESS OTHERWISE STATED.

LINEAR MEASUREMENTS FROM WALLS ARE -  
 (UNLESS OTHERWISE INDICATED)  
 \* FROM WALL CORNER OR WALL FACE AS INDICATED  
 \* ARE PERPENDICULAR TO THE FACE OF WALL

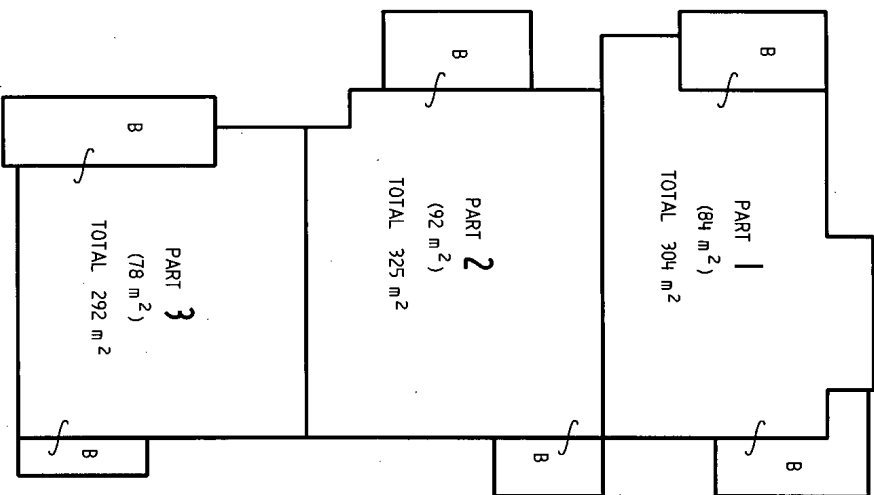
*André Van Buchem*  
 Surveyor Registered under Surveying Act 2002  
 SURVEYORS REFERENCE 041144

*[Signature]*  
 General Manager / Authorised Person / Accredited Certifier

SP77221



PLAN LEVEL 2



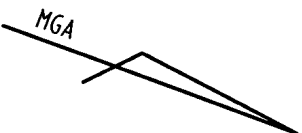
PLAN LEVEL 3

B DENOTES BALCONY

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT (V) TO 3 ABOVE THE UPPER SURFACE OF THE BALCONY FLOOR (V) EXCEPT WHERE COVERED

ALL AREAS ARE APPROXIMATE ONLY

└ DENOTES 90 DEGREES



Reduction Ratio 1:150  
Lengths are in metres

*André Kevin Bachmann*  
Surveyor Registered under Surveying Act 2002  
SURVEYORS REFERENCE 041144

*[Signature]*  
General Manager/Authorised Person/ Accredited Certifier

Form: 15CH  
Release: 2.1  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Flood Legal Pty Ltd

Key  
19/10

**CONSOLIDATION/  
CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 20  
Real Property Act 1900



**AN600888A**

**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.

BY PATRICIA MACFARLANE WHO IS  
18.10.18 AUTHORISED TO MAKE THIS ALTERATION

(A) **TORRENS TITLE** For the common property  
CP /SP 77221

(B) **LODGED BY**

|                             |  |      |
|-----------------------------|--|------|
| Document Code for Lodgement | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
| 659M                        | SCOTT ASHWOOD PTY LTD<br>LLPN: 123482P<br>Ph: 9099 7400            | CH   |
|                             | Reference: FLE 02996812  |      |

(C) The Owners-Strata Plan No 77221 certify that a special resolution was passed on ~~25 January 2018~~ **16 OCTOBER 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 21 - 25
- Amended by-law No Not applicable

as fully set out below:  
For additional by-laws 21 - 25 please see pages 6 - 32 of Annexure A.

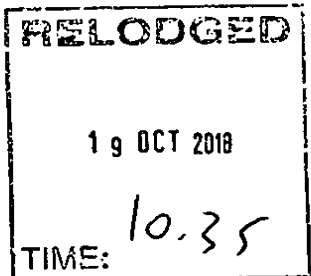
(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of the Owners-Strata Plan No 77221 was affixed on **16** 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: [Handwritten Signature]  
Name: Rebeck Anne Scotman  
Authority: Strata Manager



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



U for reason

## **Annexure A – Consolidation / Change of By-laws SP 77221**

### **Consolidated Set of By-Laws SP 77221**

#### **22 Hastings Road, Bogangar NSW 2488**

##### **1. NOISE**

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

##### **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 prior 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 except on a temporary and non-recurring basis.

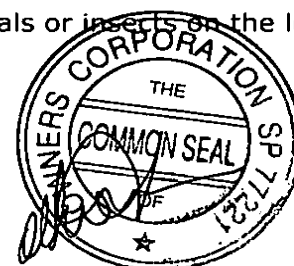
##### **4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

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

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

##### **5. DAMAGE TO COMMON PROPERTY**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the 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 to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or



- (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in 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 or discarded item except with the prior written approval of the owners corporation.

## **10. DRYING OF LAUNDRY ITEMS**

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

## **11. CLEANING WINDOWS AND DOORS**

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



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

## **12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

## **13. CHANGES TO FLOOR COVERINGS AND SURFACES**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

## **14. FLOOR COVERINGS**

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

## **15. GARBAGE DISPOSAL**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **16. KEEPING OF ANIMALS**

### **Option B**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and

- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

## **17. APPEARANCE OF LOT**

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

## **18. CHANGE IN USE OF LOT TO BE NOTIFIED**

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

## **19. PROVISION OF AMENITIES OR SERVICES**

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

## **20. COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

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

## **21. COSMETIC WORK**

### **21.1 Introduction**

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

### **21.2 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) **"cosmetic work"** means any work to a common area in the building in connection with your apartment for the following purposes:
  - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
  - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
  - (iii) installing or replacing handrails,
  - (iv) painting,
  - (v) filling minor holes and cracks in internal walls,
  - (vi) laying carpet,
  - (vii) installing or replacing built-in wardrobes,
  - (viii) installing or replacing internal blinds and curtains,
  - (ix) installing any locking or other safety device to improve safety within your apartment,
  - (x) installing any locking or other safety device for protection of your apartment against intruders,
  - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
  - (xii) installing any structure or device to prevent harm to children,but cannot include non-cosmetic work,
- (f) **"non-cosmetic work"** means:
  - (i) work that consists of 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,
  - (ii) work involving structural changes,
  - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
  - (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
  - (v) work involving waterproofing or the plumbing or exhaust system of a building,
  - (vi) work involving reconfiguring walls,

- (vii) 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*,
  - (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.

### **21.3 Cosmetic Work**

- (1) You may carry out cosmetic work without the approval of the owners corporation.
- (2) If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

### **21.4 Rules for Cosmetic Work**

- (1) During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- (a) Standard of Workmanship

ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used;

- (b) Quality of Cosmetic Work

make certain the cosmetic work is completed in accordance with any specifications for it and complies 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 Cosmetic Work

make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement;

(d) Times for Cosmetic Work

ensure that the cosmetic work is 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 is not carried out during any other times;

(e) Appearance of Cosmetic Work

ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building;

(f) Noise During Cosmetic Work

ensure the cosmetic work does 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

(g) Transportation of Construction Equipment

ensure that all construction materials and equipment in connection with the cosmetic work 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,

(h) Debris

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

(i) Storage of Building Materials on Common Areas

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

(j) Protection of Building

protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work 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,

(k) Daily Cleaning

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

(l) 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 cosmetic work,

(m) Costs of Cosmetic work

pay all costs associated with the cosmetic work.

(2) After Cosmetic Work

You must:

(a) Maintenance of Cosmetic Work

properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,

(b) Repair Damage

repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,

(c) Prevent Excessive Noise

ensure that any equipment forming part of the cosmetic work 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) 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 cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

(e) 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 cosmetic work and the requirements of the local council concerning the cosmetic work.

**21.5 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.

## **21.6 Specification of Additional Cosmetic Work**

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

## **21.7 Decision of Owners Corporation not to Maintain Cosmetic Work**

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, 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.

## **22. MINOR RENOVATIONS**

### **22.1 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.

### **22.2 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.

### **22.3 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.

## **22.4 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 22.4(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.

## **22.5 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.

## **22.6 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.

## **22.7 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.

## **22.8 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.

## **22.9 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.

## **23. MAJOR RENOVATIONS**

### **23.1 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.



## 23.2 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.

### **23.3 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.

## **23.4 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 23.4(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).

### **23.5 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.

### **23.6 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.

### **23.7 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 23.3(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.                    – 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. 23 – 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 or 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.

## **24. ELECTRONIC VOTING AT MEETINGS**

### **24.1 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.

### **24.2 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) **"electronic means"** includes a vote cast via a voting website or electronic application,

- (c) **"e-voting"** means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
  - (d) **"e-voting determination"** means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
  - (e) **"committee meeting"** means a meeting of the strata committee,
  - (f) **"general meeting"** means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
  - (g) **"meeting"** means a committee meeting or a general meeting,
  - (h) **"motion"** means a motion to be considered by the committee, at a committee meeting or at a general meeting,
  - (i) **"Regulations"** means the *Strata Schemes Management Regulation 2016*,
  - (j) **"owner"** means an owner of a lot in the strata scheme,
  - (k) **"person"** means an owner or a proxy,
  - (l) **"proxy"** means a duly appointed proxy for the purposes of the Act,
  - (m) **"strata scheme"** means the strata scheme to which this by-law applies, and
  - (n) **"you"** means an owner.
- (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.

### **24.3 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:
  - (a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
  - (b) (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.

#### **24.4 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.

## **24.5 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.

## **25. PROXIES**

### **25.1 Introduction**

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

### **25.2 Definitions & Interpretation**

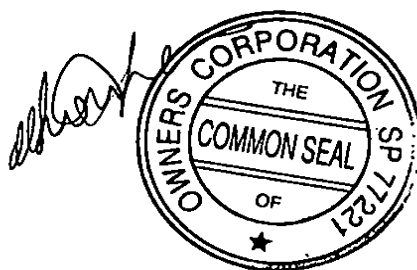
- (1) In this by-law, unless the context or subject matter otherwise indicates or requires:
  - (a) “**Act**” means the *Strata Schemes Management Act 2015*,

- (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 25.3(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.

### **25.3 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 25.3(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 25.3(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  
AN600888

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 77221 was affixed on ^..... *16 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: *Abraham Slotman* Authority: *Strata Manager*

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

^ Insert appropriate date  
\* Strike through if inapplicable.



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# Planning Certificate under Section 10.7 (formerly Section 149)

*Environmental Planning and Assessment Act, 1979*

Land No. 72616

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

**Certificate No:** ePlanCer24/0919  
**Date of Issue:** 03/04/2024  
**Fee Paid:** \$168.00  
**Receipt No:**

**Your Reference:**  
**eCustomer Reference:** 153184  
**Property Description:** Lot 2 SP 77221; No. 2/22 Hastings Road BOGANGAR

*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 (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

State Environmental Planning Policy (Sustainable Buildings) 2022

**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 B19 - Bogangar/Cabarita Beach 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:**

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

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

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

**ITEM 4**

**Complying Development**

- |   |
|---|
| <p>(1) <i>If the land is land on which complying development may be carried out under each of the complying development codes under <a href="#">State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</a>, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.</i></p> <p>(2) <i>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.</i></p> |
|---|

- (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 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 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 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 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

#### **Part 9 Agritourism and Farm Stay Accommodation Code**

**No. Complying Development under the Agritourism and Farm Stay Accommodation 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.*

Yes. Exempt Development may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### **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 subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

#### Floodplain Risk Management Study

Council has adopted 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 not affected by this Policy.

- (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 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

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### 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

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### 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

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### 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

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### 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

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### 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

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### 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—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or
- (d) in the “public safety area” on the [Public Safety Area Map](#), or
- (e) 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

- (1) 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—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) 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).
- (3) 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).
- (4) 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 applies 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.

## **Additional Information Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979**

---

### **Development Approval/s**

No development consents have been issued within the last five (5) years.

### **Draft Environmental Planning Instruments**

Council has resolved to prepare a Draft Local Environmental Plan Amendment (Environmental Zones Review - PP14/0004) relating to the subject land.

### **Tree Preservation Orders**

The subject land is not affected by Council's Tree Preservation Orders.

### **Height under either Tweed Local Environmental Plan 2000, Tweed City Centre Local Environmental Plan 2012 or Tweed Local Environmental Plan 2014**

The land is restricted to a 13.6 metre height limit under Tweed Local Environmental Plan 2014

### **Future Road Corridor**

The subject land is not identified as being subject to future road corridor as identified in Tweed Road Contribution Plan No. 4 (as referred to in Section 26 of the EP&A Act 1979).

### **Future Road Widening**

The subject land is not identified as being subject to future road widening as identified in Tweed Road Contribution Plan No. 4 (as referred to in Section 26 of the EP&A Act 1979).

### **Farmland Protection**

The subject land is not affected by any Farmland Protection.

### **Tweed Coast Comprehensive Koala Plan of Management**

The subject land is affected by the Tweed Coast Comprehensive Koala Plan of Management.

### **Residential Living Within and Near Rural Zones**

Residential living within and near rural zones may be exposed to noise and impacts from existing and future neighbouring farming activities.

The following "Living and Working in Rural Areas" handbook published by DPI NSW provides a more detailed explanation of these impacts:

[https://www.dpi.nsw.gov.au/\\_data/assets/pdf\\_file/0010/234001/Living-and-working-in-rural-areas-complete.pdf](https://www.dpi.nsw.gov.au/_data/assets/pdf_file/0010/234001/Living-and-working-in-rural-areas-complete.pdf)

**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).*

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



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

Per .....

Council Reference: DD24/0502  
Your Reference:  
eCustomer Reference: 153184



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

**4 April 2024**

I infotrack  
8/135 king street  
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 2 SP 77221; No. 2/22 Hastings Road BOGANGAR

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.

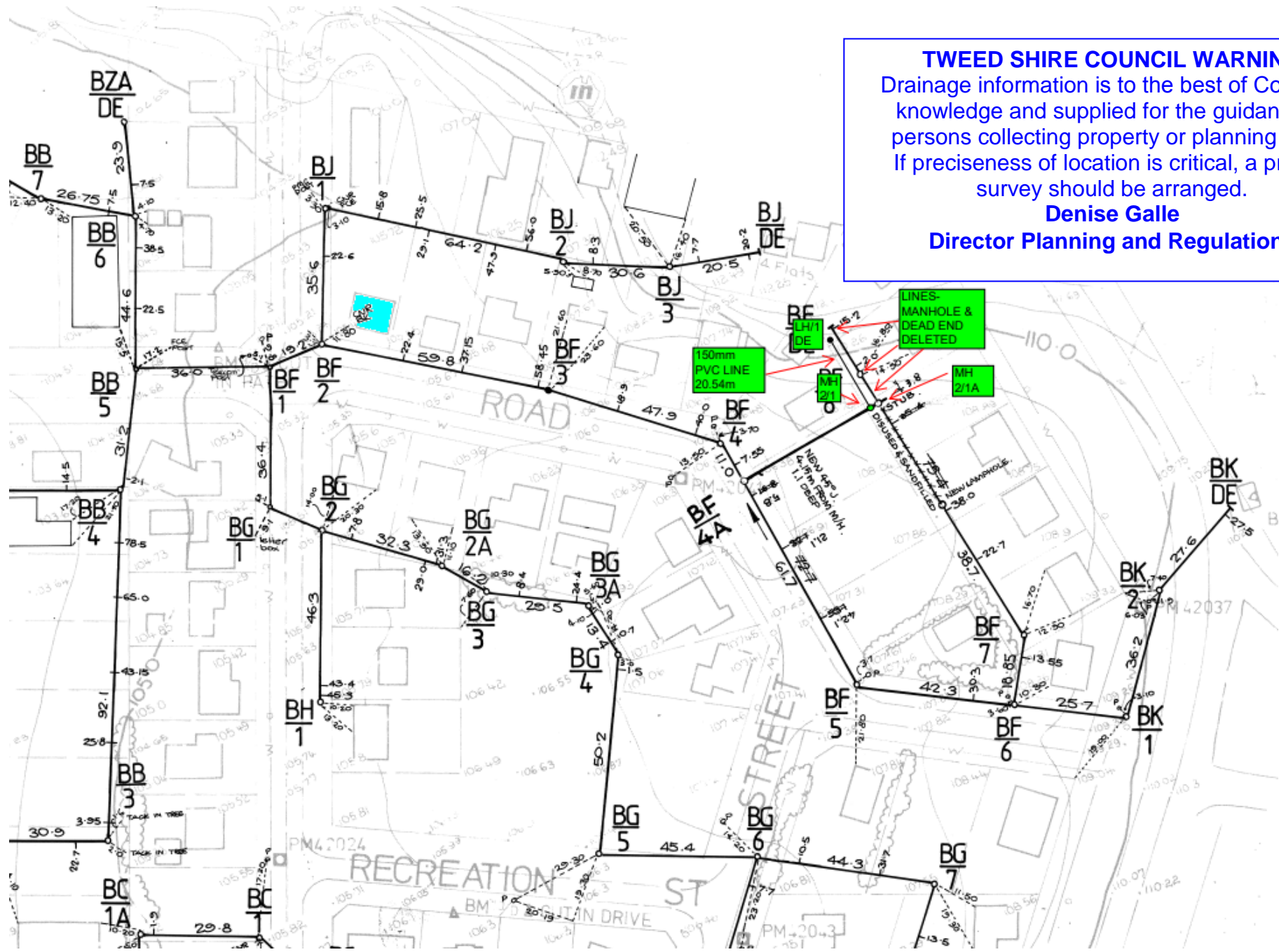
Yours faithfully

A handwritten signature in black ink, appearing to read "Marcela Lopez".

**Marcela Lopez**  
**ACTING 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.  
**Denise Galle**  
Director Planning and Regulations



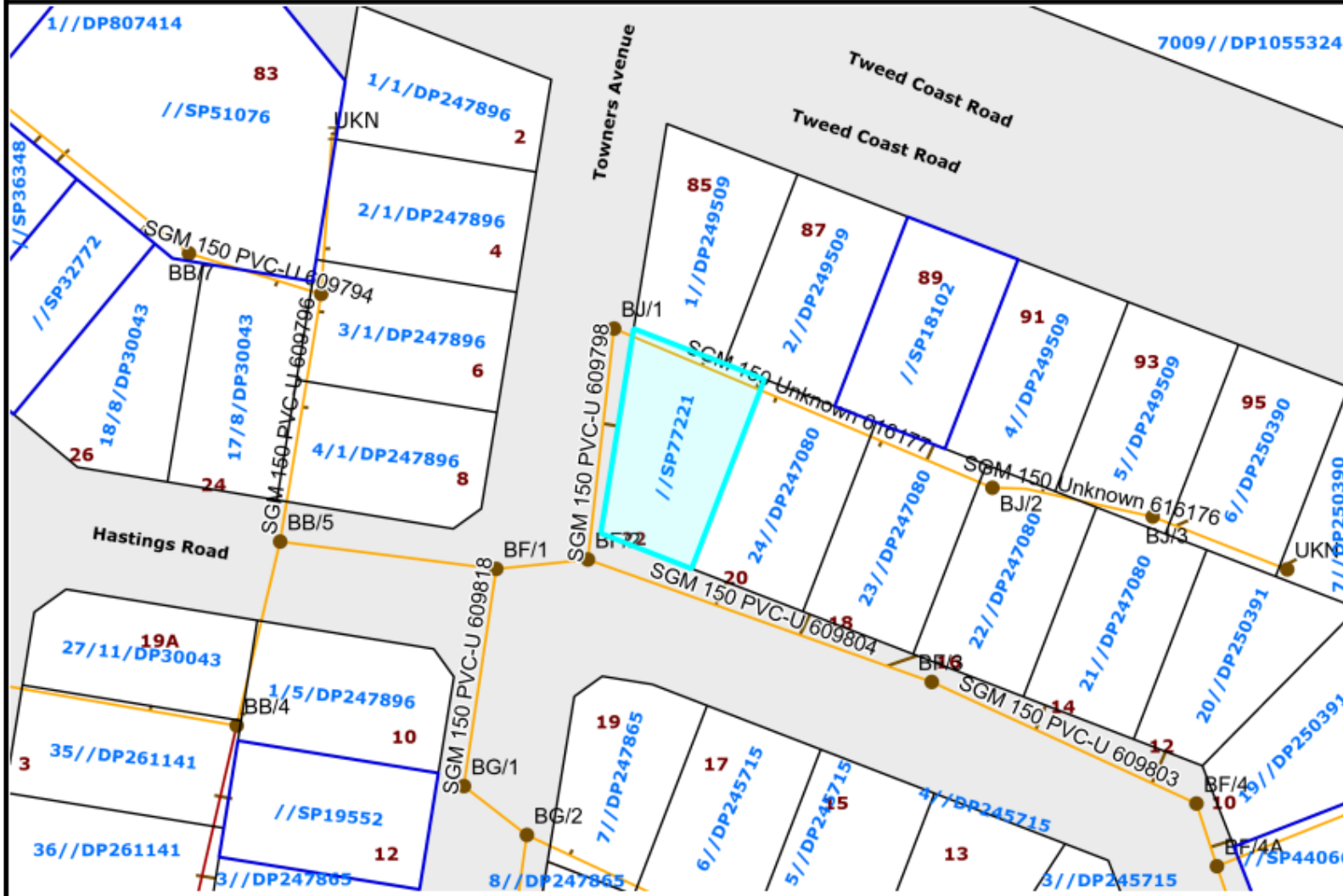


# Sewer Network Report

Lot & DP: //77221

Land No: 80879

Owners: The Owners Strata Plan 77221

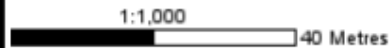


### Sewer Node

- 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

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



Apr 4, 2024, 9:54 AM



Disclaimer: While every care is taken to ensure the accuracy of this data, Tweed Shire council makes no representations or warranties expressed or implied, statutory or otherwise, about its accuracy, reliability, completeness or suitability for any particular purpose and disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which may be incurred as a result of data being inaccurate in any way and for any reason. This information is supplied for general guidance and is to be considered indicative and diagrammatic only. It should not be used for survey or construction purposes and prior to any excavations a "Dial before you Dig" enquiry must be made by calling 1100. The information contained in this document remains valid for the 30 days only from the date of supply.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:            **Unit**  
Dated:

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?
  - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

**Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



MISS NIKKI J SMITH  
C/- BENJAMIN CHEDID  
LEVEL 2  
1451 PITTWATER ROAD  
NARRABEEN NSW 2101

Our reference: 7147517981712  
Phone: 13 28 66  
3 April 2024

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello NIKKI,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                               |
|------------------------------|-------------------------------|
| Notice number                | 2410914217311                 |
| Vendor name                  | NIKKI JADE SMITH              |
| Clearance Certificate Period | 26 March 2024 to 3 April 2025 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

## 2005 No 505

Strata Schemes Management Regulation 2005

Schedule 1 Model by-laws for residential schemes

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### Schedule 1 Model by-laws for residential schemes

(Clause 27)

#### 1 Noise

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

#### 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 prior 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 except on a temporary and non-recurring basis.

#### 4 Damage to lawns and plants on common property

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

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

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the 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 to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or

- 
- (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in 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 or discarded item except with the prior written approval of the owners corporation.

## 2005 No 505

Strata Schemes Management Regulation 2005

Schedule 1 Model by-laws for residential schemes

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### 10 Drying of laundry items

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

### 11 Cleaning windows and doors

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

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

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

### 13 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

### 14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.



- 
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**15 Garbage disposal**

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

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#### Schedule 1 Model by-laws for residential schemes

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- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

#### 16 Keeping of animals

**Note.** Select option A, B or C. If no option is selected, option A will apply.

##### Option A

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

##### Option B

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

- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **Option C**

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

### **17 Appearance of lot**

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

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

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

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

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,

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- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

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

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

### 20 Compliance with planning and other requirements

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



Revenue

Enquiry ID 4119434  
Agent ID 81429403  
Issue Date 15 May 2024  
Correspondence ID 1785635879  
Your reference 153184

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

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| Land ID  | Land address                         | Taxable land value | Property Tax Status |
|----------|--------------------------------------|--------------------|---------------------|
| S77221/2 | Unit 2, 22 HASTINGS RD BOGANGAR 2488 | NOT AVAILABLE      | Not Opted In        |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

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Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.