

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	D J Stringer Property Services Locked Bag 2, COOLANGATTA QLD 4225	Phone: 07 55995222 Fax: 07 55992255
co-agent		
vendor	Joyce Norma Hesketh 55 Payne Street, Portarlington, VIC 3223	
vendor's solicitor	BUDD & PIPER 16 Beryl Street, TWEED HEADS NSW 2485 PO Box 203, Tweed Heads NSW 2485	Phone: (07) 5536 2144 Email: elliot@buddpiper.com.au Fax: (07) 5536 5323 Ref: WMC:AAH:210220
date for completion land (address, plan details and title reference)	30th day after the contract date Unit 46/5-7 Soorley Street, Tweed Heads South, New South Wales 2486 Registered Plan: Lot 46 Plan SP 50820 Folio Identifier 46/SP50820	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

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

witness

Choices

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

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

Electronic transaction (clause 30) no YES

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 59
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

SPECIAL CONDITIONS
CONTRACT FOR SALE OF LAND

FROM: JOYCE NORMA HESKETH

TO:

IN RESPECT OF THE PROPERTY DESCRIBED AS:

UNIT 46/5-7 SOORLEY STREET, TWEED HEADS SOUTH BEING CERTIFICATE OF TITLE IDENTIFIER
46/SP50820

1. In the event of any discrepancy between these Special Conditions and the printed form of Contract, these Special Conditions shall prevail.

2. NOTICE TO COMPLETE

- (a) Notwithstanding any other provision hereof, if completion has not been effected on or before the 'Completion Date' stipulated herein, either party hereto, not being in default hereunder, may give to the other fourteen (14) days' notice in writing to complete and making time of the essence of this Contract. The party to whom such notice is given shall not be entitled to object to the sufficiency or adequacy of the period of such notice.
- (b) In the event that the Vendor is to issue a Notice to Complete to the Purchaser, then the Purchaser shall allow, as an adjustment ('the adjustment') on completion in the sum of \$330.00 inclusive of GST in addition to any interest payable by the Purchaser to the Vendor under this Contract for late completion by the Purchaser. The obligation to pay the adjustment is an essential term of this agreement and the Vendor is under no obligation to complete this agreement unless the adjustment provided for in this Special Condition has been paid
- (c) In the event of a dispute as to any additional amount being payable by the Purchaser under this clause, such dispute shall be resolved using procedures in printed clauses 7.2.3 and 7.2.6 of the *Contract for Sale of Land 2018* but the Purchaser is not entitled thereby to delay settlement or withhold any sums claimed by the Vendor under this clause and any withholding of the sums so claimed or any delay in completion shall be a default by the Purchaser, to which clause 9 of the *Contract for Sale of Land 2018* shall apply.

3. PURCHASER'S WARRANTIES

The Purchaser hereby acknowledges the undermentioned matters, and agrees to raise no objection, requisition or claim for compensation in respect thereof:

- (a) No statement made or given by or on behalf of the Vendor has induced the Purchaser to enter into the within Contract for Sale;
- (b) In entering into the within Contract for Sale, the Purchaser has carried out an inspection of the property and independent inquiries in respect thereof, and relies entirely upon the same;

(c) The property is purchased in its present state and condition.

4. DEATH OR MENTAL INCAPACITY

If the Vendor or the Purchaser or any one or more of them shall:

- (a) Die;
- (b) Become mentally incapacitated;
- (c) Assign his estate for the benefit of creditors; or
- (d) Being a Company, go into liquidation,

prior to completion of this Contract for Sale that party may, by notice in writing to the other party's Solicitors, rescind this Contract, whereupon the provisions of printed Clause 19 hereof shall apply.

5. CLAIMS BY THE PURCHASER

Printed Clause 7.1.1. is hereby amended by deleting "5% of the price" and inserting "five hundred dollars (\$500.00)".

6. VENDOR'S RIGHT TO RESCIND

Without limiting the meaning of printed Clause 8 of this Agreement, any objection or requisition (other than a claim) which requires the vendor to spend more than five hundred dollars (\$500.00) shall constitute at the Vendor's option "reasonable grounds".

7. DEFAULT INTEREST

In the event that this Contract, for any reason other than the default or delay by the Vendor, is not completed within the time prescribed, then the Purchaser shall thereafter and pending completion pay to the Vendor interest on the balance of the purchase price and any other amount payable by the Purchaser to the Vendor under this Contract from and including the completion date to and including the date of actual completion at the rate of 10% per annum.

8. SMOKE ALARM

The Vendor states that:

- (a) This Contract relates to land on which a building is situated;
- (b) Smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
- (c) The building complies with the requirement referred to in paragraph (b) above.

9. SOLE AGENT

The Purchaser warrants that it has been introduced to this property or the Vendor only by the Real Estate Agent noted on the front page of this Contract and it indemnifies the Vendor from any claim for commission that may be made by any other Real Estate Agent in respect of this sale (other than an agent with whom the Vendor has signed an exclusive agency agreement).

10. AMENDMENT TO PRINTED CONDITIONS OF CONTRACT

Delete the word 'settlement' in printed Condition 16.7 line one and printed condition 16.8, and insert in lieu thereof 'bank'.

11. REQUISITIONS ON TITLE

The Purchaser cannot make any requisitions under or in connection with this Contract other than a requisition concerning Title to the property

Despite anything in this Contract or under the general law, the Purchaser agrees that the form of Requisitions on Title which they/he/she shall submit pursuant to printed Clause 5 of the *Contract for Sale of Land 2018* shall only be in the form annexed hereto and marked 'A'

The Vendor has no obligation to and will not answer any further requisitions on Title

12. SOLAR PANELS

In the event that solar panels are installed on any of the improvements constructed on the property hereby sold, the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

From..... Purchasers' Solicitor

To..... Vendors' Solicitor

Date.....

REQUISITIONS ON TITLE**2005 EDITION**

RE: Purchase from

Property:

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	REPLIES	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	Noted	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	Noted	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	Noted	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	No	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	No No No	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	No	
7. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	Does not Apply	

REQUISITIONS	REPLIES	RESPONSE
<p>8. If the sale of the property is subject to an existing tenancy:-</p> <p>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoing and the date to which they have been paid.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoing should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	<p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>	
<p>9. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a. Building, Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p>	<p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>	
<p>10. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	<p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>	
<p>11. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>	<p>Does not Apply</p> <p>Does not Apply</p>	
<p>12. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	<p>Purchaser should rely on own enquiries</p>	

REQUISITIONS	REPLIES	RESPONSE
13. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 – 23.7 inclusive and the Vendor must comply with Clause 16.6.	Noted	
14. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.	No	
15. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	Not as far as Vendor is Aware	
16. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	No No	
17. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	No	
18. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	As far as Vendor is Aware Vendor not Aware As far as Vendor is Aware	
19. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	As far as Vendor is Aware	
20. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	No	
21. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	No	
22. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	No	
23. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	No	
24. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	No	
25. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	No	
25. (ii) The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.	No	

REQUISITIONS	RELIES	RESPONSE
26. If a Swimming Pool is included in the parcel :- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	Does not Apply Does not Apply	
27. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	No	
28. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	Vendor not Aware	
29. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	No No	
30. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	As far as Vendor is Aware	
31. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	Check Search on Contract Yes	
32. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	Yes	
33. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	No	
34. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	No	
35. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	See 109 Certificate	
36. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	Purchaser should rely on own enquiries	
37. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	Noted	
38. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	Noted	

DISCLAIMER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 46/SP50820

SEARCH DATE	TIME	EDITION NO	DATE
7/4/2021	12:30 PM	4	30/1/2015

LAND

LOT 46 IN STRATA PLAN 50820
AT TWEED HEADS SOUTH
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

JOYCE NORMA HESKETH

(ND AJ213627)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP50820

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

tspbudd

PRINTED ON 7/4/2021



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP50820

SEARCH DATE	TIME	EDITION NO	DATE
7/4/2021	12:30 PM	10	14/3/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 50820
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT TWEED HEADS SOUTH
LOCAL GOVERNMENT AREA TWEED
PARISH OF TERRANORA COUNTY OF ROUS
TITLE DIAGRAM SHEET 1 SP50820

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 50820
ADDRESS FOR SERVICE OF DOCUMENTS:
"THE CLUBHOUSE"
5-7 SOORLEY STREET
SOUTH TWEED HEADS 2486

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 DP632724 EASEMENTS TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 4 DP632724 EASEMENT FOR SEWERAGE PURPOSES AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP265795 RESTRICTION(S) ON THE USE OF LAND
- 6 DP265795 EASEMENT FOR SUBSTATION SITE AFFECTING THE PART OF
THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP265795
- 7 2776295 CHANGE OF BY-LAWS
- 8 2852033 CHANGE OF BY-LAWS
- 9 5496672 CHANGE OF BY-LAWS
- 10 9185496 CHANGE OF BY-LAWS
- 11 9185497 CHANGE OF BY-LAWS
- 12 AC519525 CHANGE OF BY-LAWS
- 13 AD396268 CHANGE OF BY-LAWS
- 14 AG199125 CHANGE OF BY-LAWS
- 15 AG462178 CHANGE OF BY-LAWS
- 16 AK287212 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

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FOLIO: CP/SP50820

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 800)

STRATA PLAN 50820

LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10
5	- 10	6	- 10	7	- 10
9	- 10	10	- 10	11	- 10
13	- 10	14	- 10	15	- 10
17	- 10	18	- 10	19	- 10
21	- 10	22	- 10	23	- 10
25	- 10	26	- 10	27	- 10
29	- 10	30	- 10	31	- 10
33	- 10	34	- 10	35	- 10
37	- 10	38	- 10	39	- 10
41	- 10	42	- 10	43	- 10
45	- 10	46	- 10	47	- 10
49	- 10	50	- 10	51	- 10
53	- 10	54	- 10	55	- 10
57	- 10	58	- 10	59	- 10
61	- 10	62	- 10	63	- 10
65	- 10	66	- 10	67	- 10
69	- 10	70	- 10	71	- 10
73	- 10	74	- 10	75	- 10
77	- 10	78	- 10	79	- 10
				80	- 10

NOTATIONS

UNREGISTERED DEALINGS: NIL


*** END OF SEARCH ***


tspbudd



PRINTED ON 7/4/2021

COUNCIL'S CERTIFICATE
 (Name of Council)
TWEED SHIRE COUNCIL
 (Name of Council)
 Pursuant to the provisions of the Strata Act, 1973 (other than the provisions for the registration of plans) I hereby certify that the proposed plan is a valid plan.
 This approval is given on the condition that (a) the plan is subject to the restriction or (as referred to in section 35 of the Strata Titles Act, 1973) Date **30 August 1995** Subdivision No **178/95**
 (Signature of Council Member)
 (Name of Council Member)
 (Date)
 (Signature of Council Member)
 (Name of Council Member)

SURVEYOR'S CERTIFICATE
 I, **BRETT CLIFFORD CURREY**, of **P.O. BOX 378, OXFENFORD, Q. 4210**, a surveyor registered under the Surveyors Act 1978, hereby certify that:
 (1) the plan, the lines, surfaces or any part of which, constitute substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, estate,
 (2) any floor or ceiling, the slope or under surface or any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan estate,
 (3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists,
 (4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying location plan are wholly within the perimeter of the parcel depicted on the location plan.
 I, the surveyor, declare that the information recorded in the accompanying location plan is accurate.
 (Signature)
 Date **27-7-95**
 * Delete if inapplicable
 † State whether drawing or plan, and quote registered number
 This is sheet 1 of my Plan in 11 sheets.

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 632724
LGA TWEED SHIRE Locality **SOUTH TWEED HEADS**
Parish : TERRANORA County : **ROUS**
Reduction Ratio 1: Lengths are in metres 

STRATA PLAN 50820
 Registered :  18-9-1995
 C.A. : N° 178/95 OF 30-8-95
 Purpose : **STRATA PLAN**
 Ref. Map : **X4575 - 62***
 Last Plan : **DP632724**

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

 SEL


THE PROPRIETORS, STRATA PLAN N° 50820
THE CLUBHOUSE,
N° 5-7 SOORLEY STREET,
SOUTH TWEED HEADS, 2486.
 Name of, and * address for service of notices on, the body corporate
 * Address required on original strata plan only.
 SEE SHEET 2 & 3 FOR LOCATION.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----

SURVEYOR'S REFERENCE: B. 735

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

STRATA PLAN 50820

OFFICE USE ONLY

N. ↑

9

D.P. 1 0 9 4 2

349.6

6
D.P.
2 2 8 4 2 4

83.66

99.38

79.84

SOORLEY

198.03

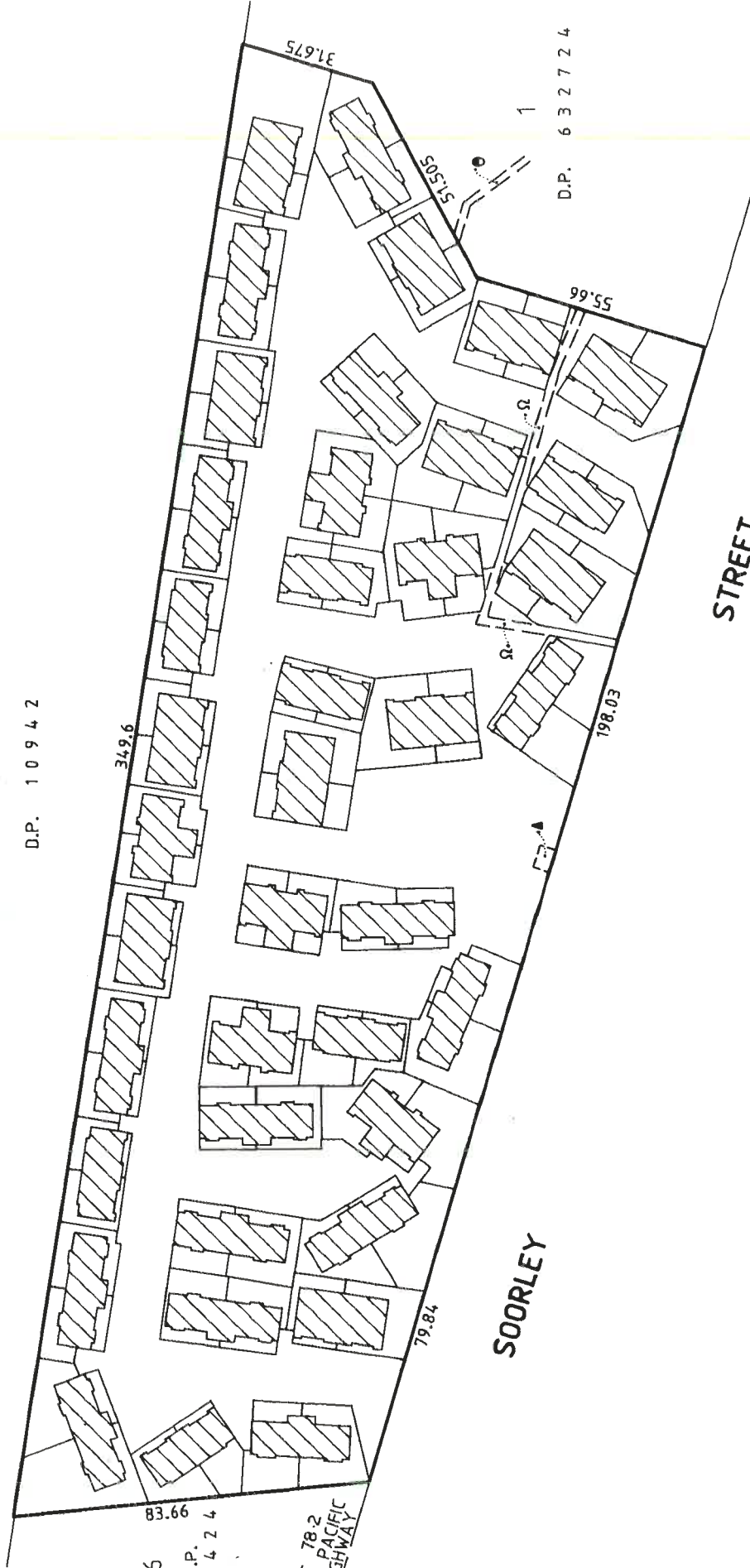
STREET

D.P. 6 3 2 7 2 4

55.66

51.505

37.675



- 6.....EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE D.P.632724
- Ω.....EASEMENT FOR SEWERAGE PURPOSES 2 WIDE D.P.632724
- ▲.....EASEMENT FOR SUBSTATION SITE 5.5 LONG BY 4.25 WIDE D.P.265795

Reduction Ratio 1: 1000

Lengths are in metres

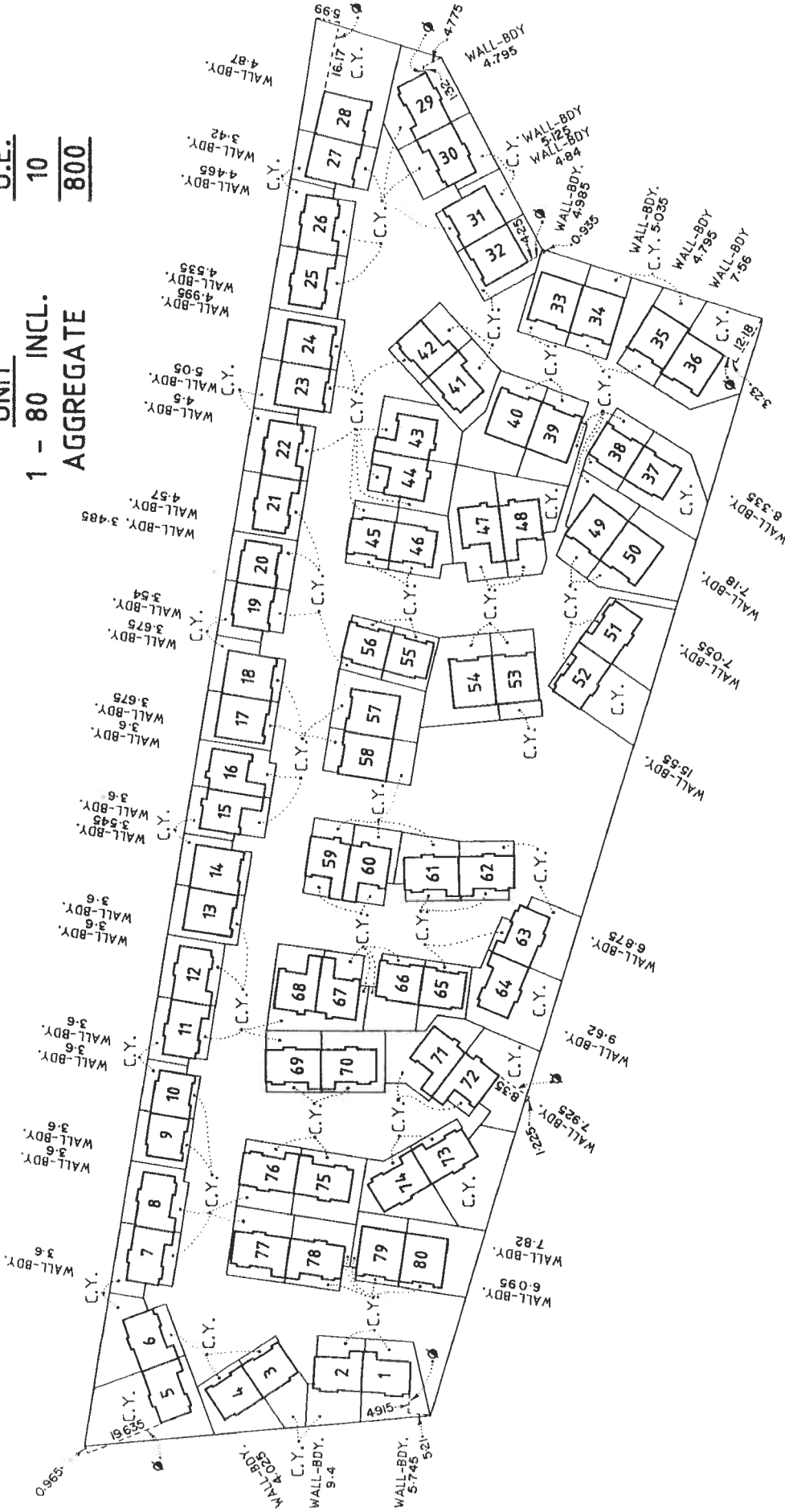
B. Lunn
 Surveyor Registered under Surveyors Act 1929

P. Sca...
 General Manager/Authorised Person

SURVEYOR'S REFERENCE B. 735

SCHEDULE OF UNIT ENTITLEMENT

UNIT	U.E.
1 - 80 INCL.	10
AGGREGATE	800



C.Y. DENOTES COURTYARD.
 Ⓢ DENOTES PROLONGATION OF OUTER FACE OF WALL.
 UNITS 1 - 80 INCLUSIVE ARE SINGLE STOREY BRICK UNITS.

Reduction Ratio 1: 1000

Lengths are in metres

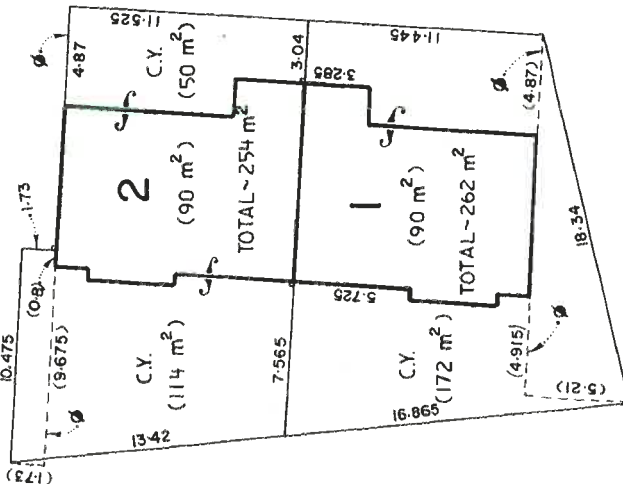
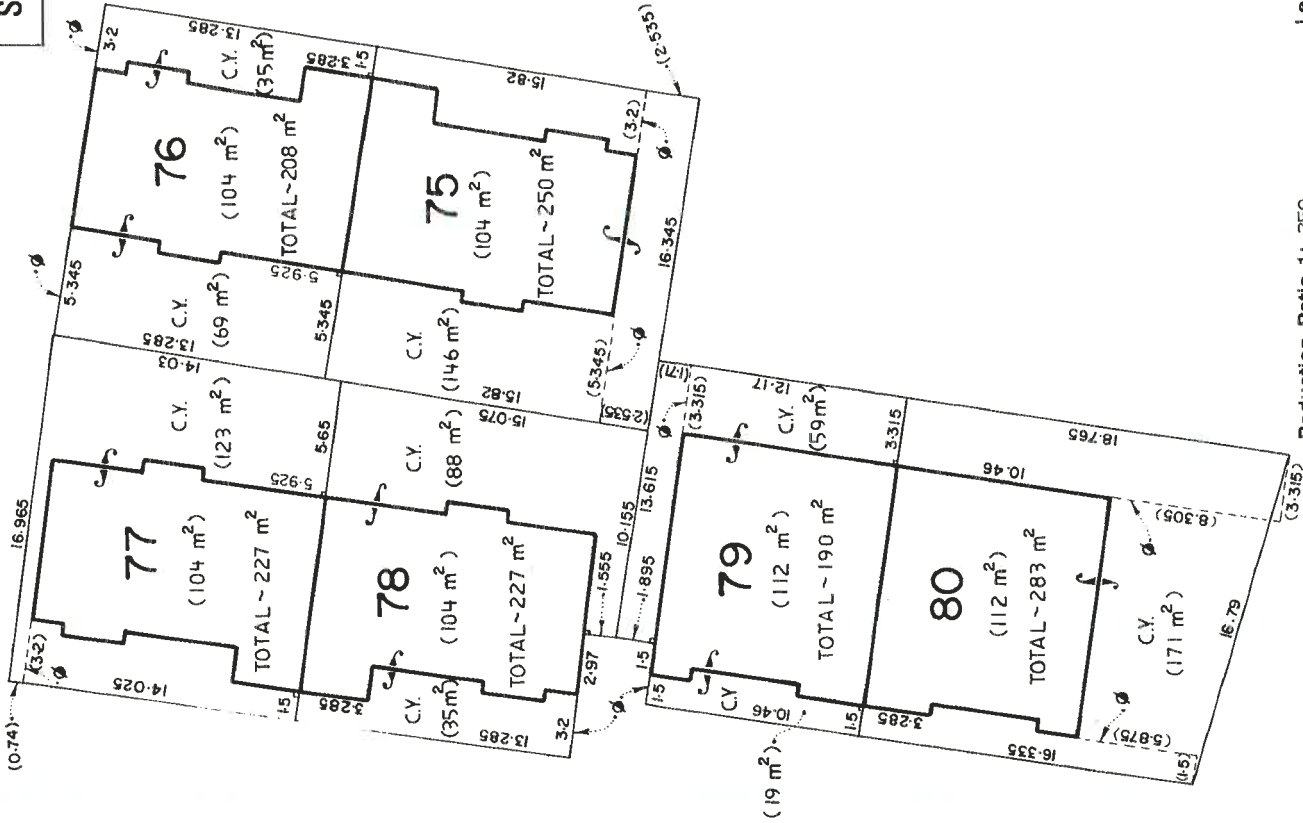
[Signature]
 Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: B. 735

[Signature]
 General Manager/Authorised Person



STRATA PLAN 50820

*OFFICE USE ONLY



C.Y.DENOTES COURTYARD.

.....DENOTES PROLONGATION OF OUTER FACE OF WALL.

THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

Lengths are in metres

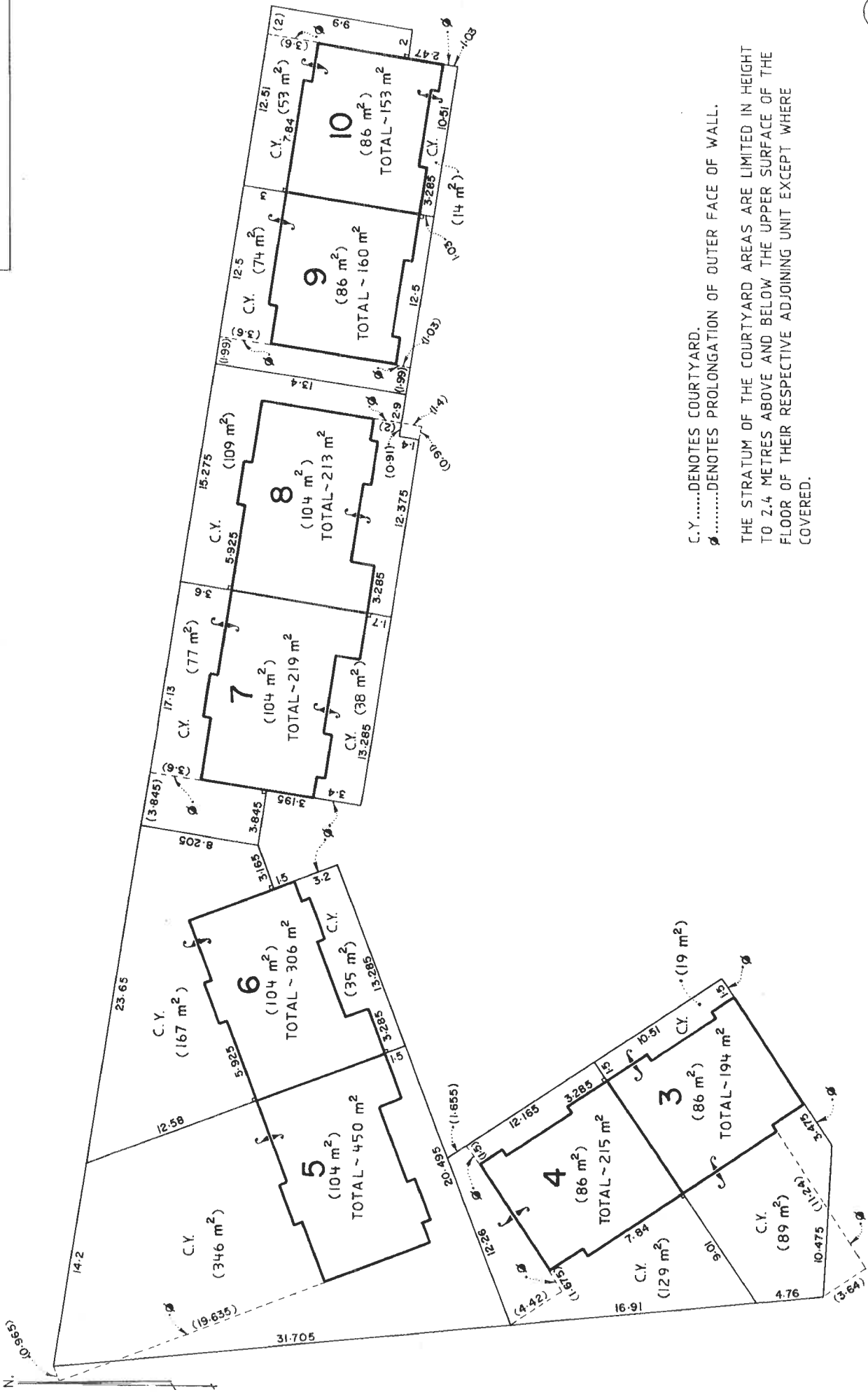


B. Williams
Surveyor Registered under Surveyors Act 1923

C. P. ...
General Manager/Authorised Person

SURVEYOR'S REFERENCE: B. 735

STRATA PLAN 50820



C.Y. DENOTES COURTYARD.
 ∅ DENOTES PROLONGATION OF OUTER FACE OF WALL.

THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.



Reduction Ratio 1: 250
 Lengths are in metres

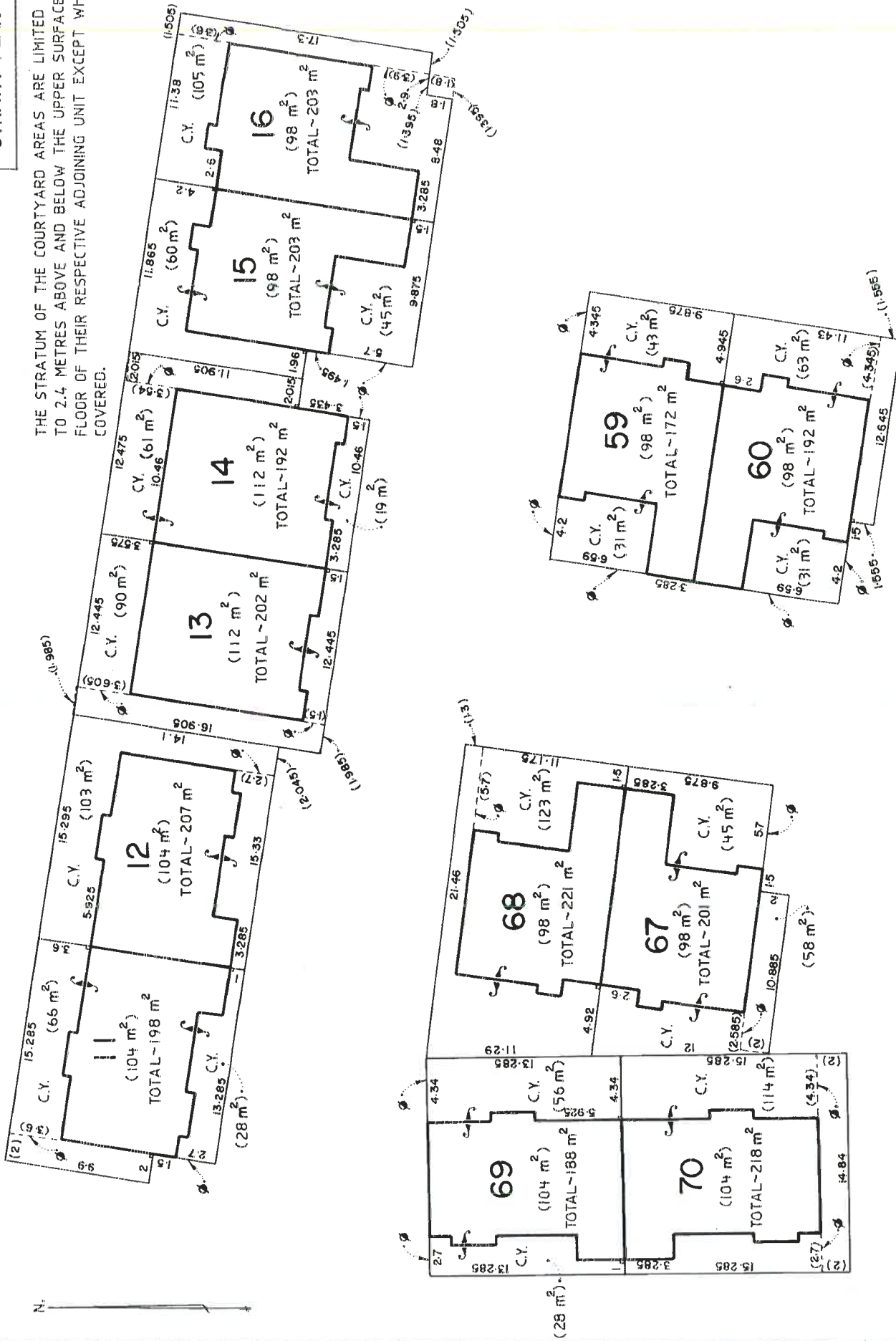
[Signature]
 Surveyor Registered under Surveyors Act 1929

[Signature]
 General Manager/Authorised Person

SURVEYORS REFERENCE: B. 735

STRATA PLAN 50820

THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.



C.Y. ... UNIT'S COURTYARD ... UNIT'S PROLONGATION OF OUTER FACE OF WALL.

Reduction Ratio 1: 250

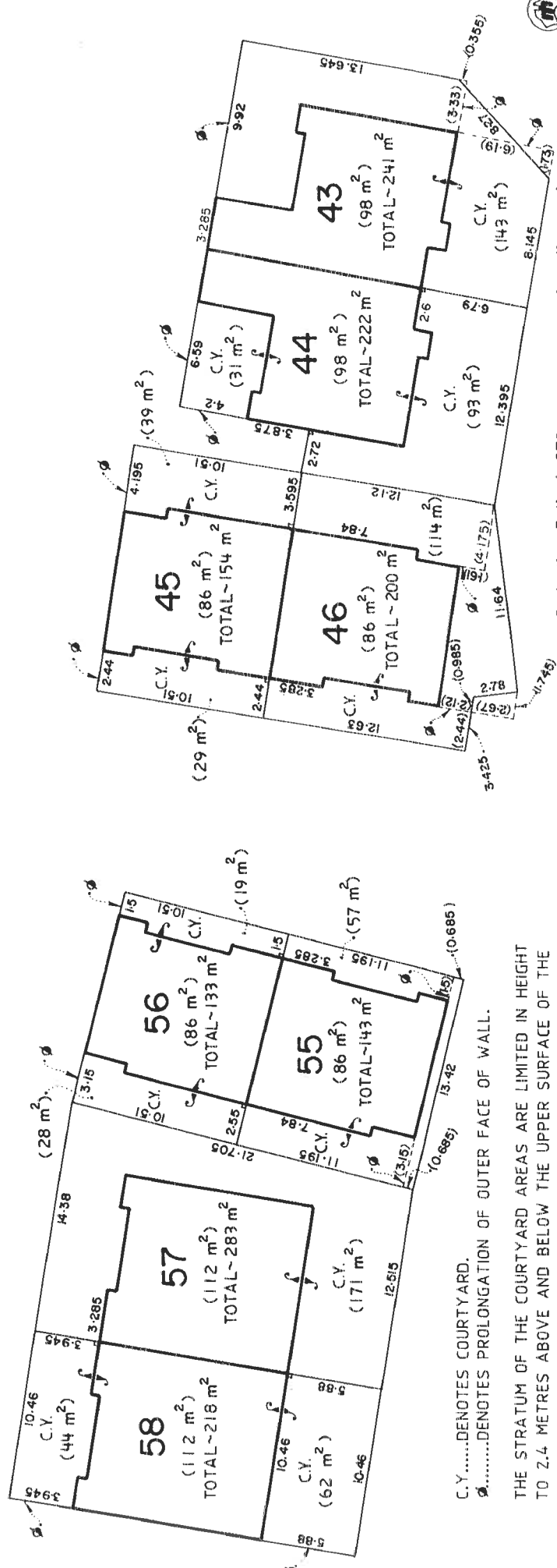
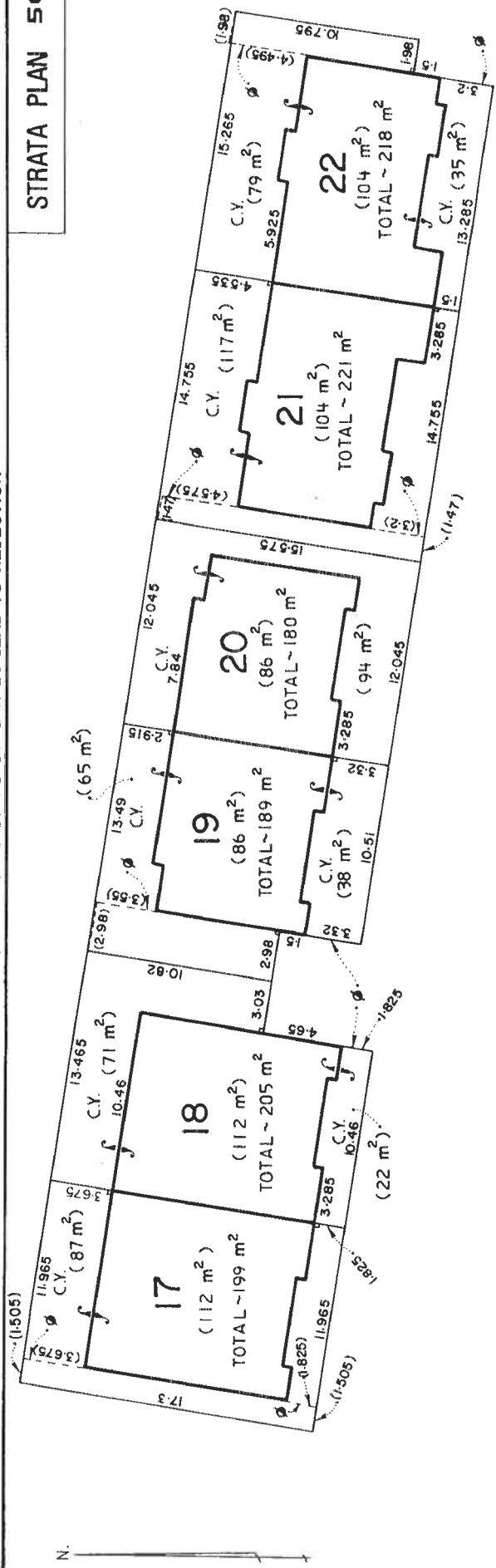
Lengths are in metres



Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE:
General Manager/Authorised Person

STRATA PLAN 50820

OFFICE USE ONLY



C.Y. DENOTES COURTYARD.
 ⌀ DENOTES PROLONGATION OF OUTER FACE OF WALL.
 THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

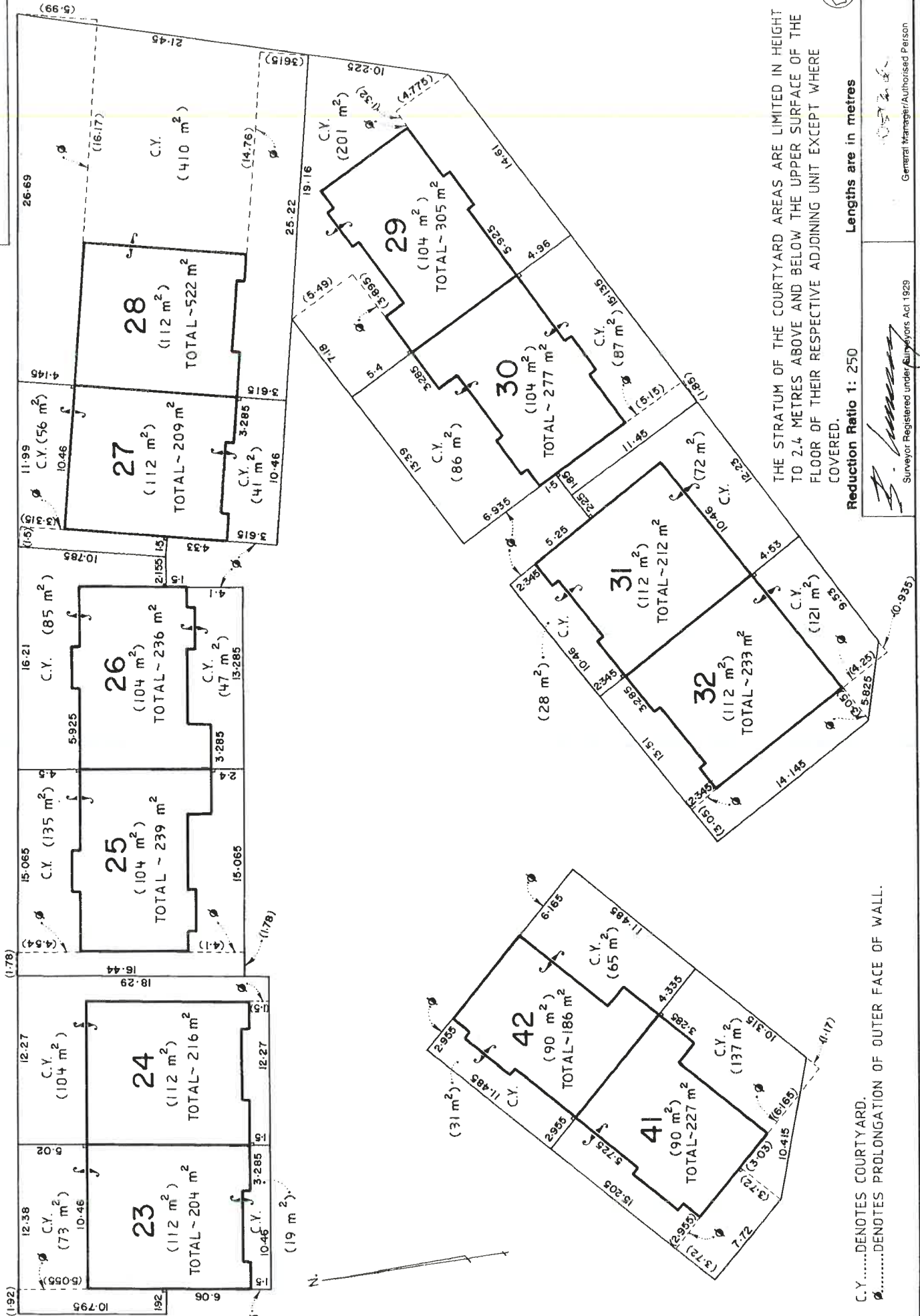
Lengths are in metres

S. J. ...
 Surveyor Registered under Surveyors Act 1925

S. J. ...
 General Manager/Authorised Person

SURVEYORS REFERENCE B. 755

STRATA PLAN 50820



THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

Reduction Ratio 1: 250 Lengths are in metres

C.Y. DENOTES COURTYARD.
 ⦿ DENOTES PROLONGATION OF OUTER FACE OF WALL.

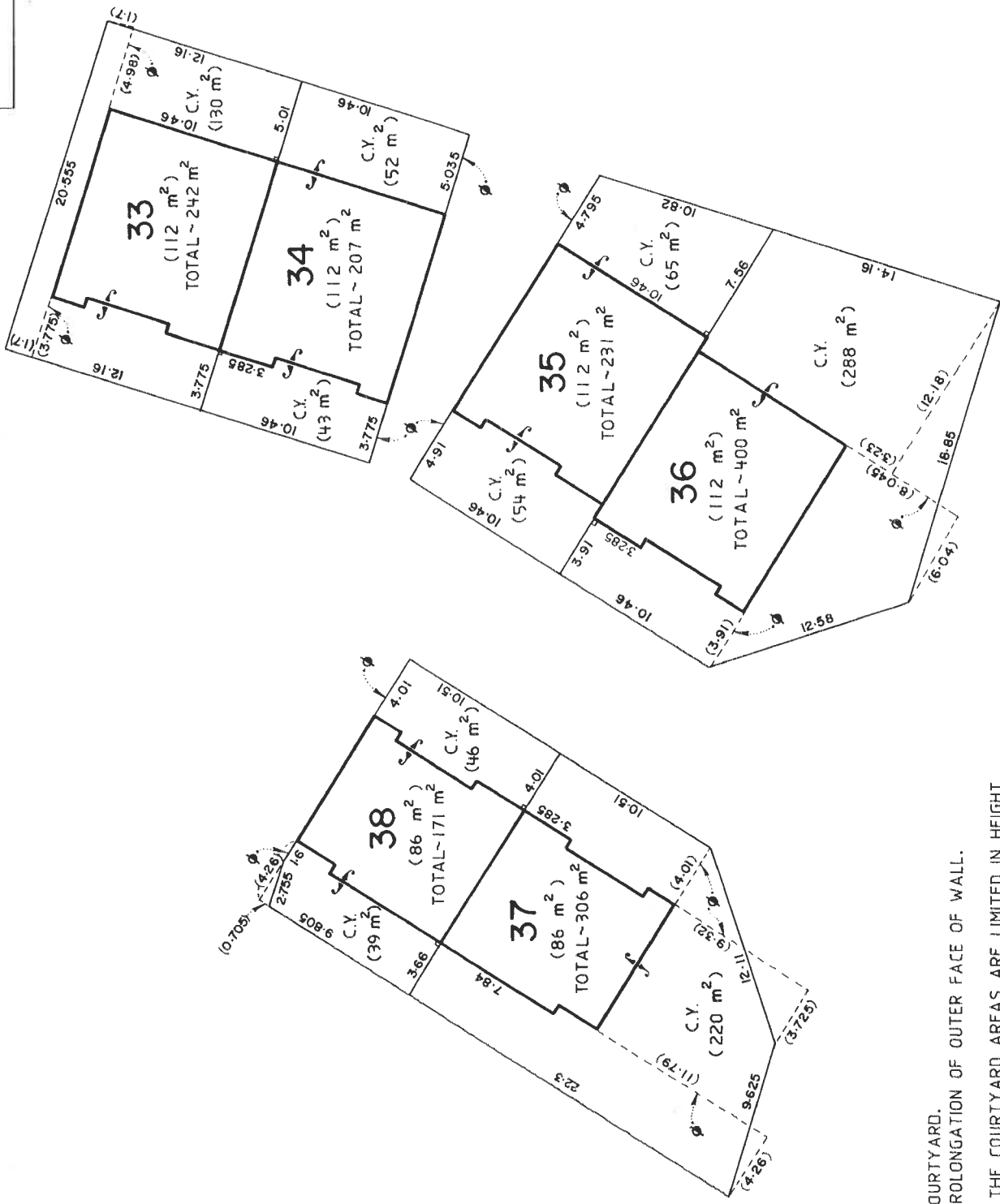
[Signature]
 Surveyor Registered under Surveyors Act 1929

SURVEYORS REFERENCE B. 735

General Manager/Authorised Person



STRATA PLAN 50820



C.Y. DENOTES COURTYARD.
 DENOTES PROLONGATION OF OUTER FACE OF WALL.
 THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

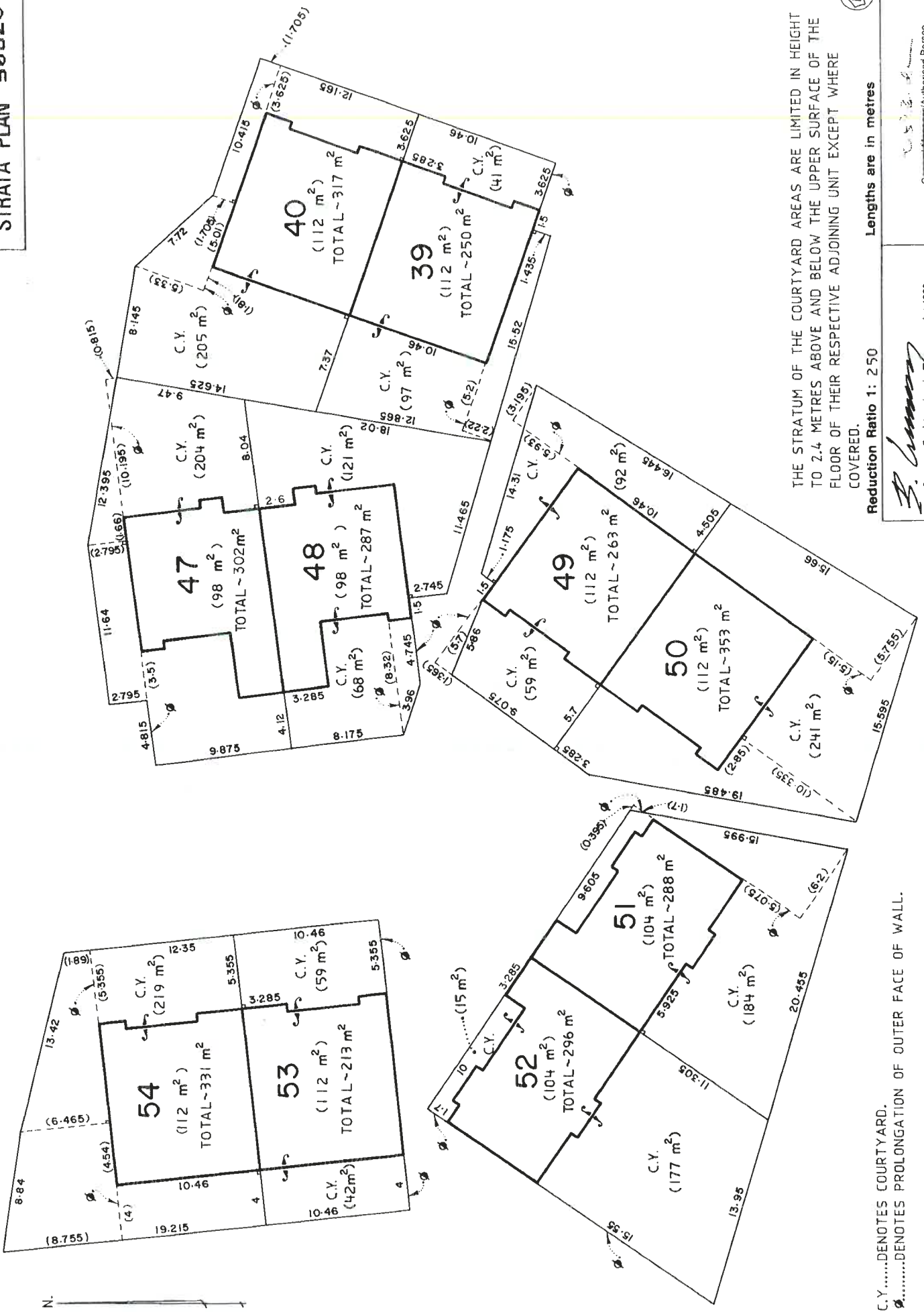
Reduction Ratio 1: 250
 Lengths are in metres

B. J. ...
 Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: 16,735

...
 General Manager/Authorised Person



STRATA PLAN 50820



*OFFICE USE ONLY

THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

Reduction Ratio 1: 250 Lengths are in metres



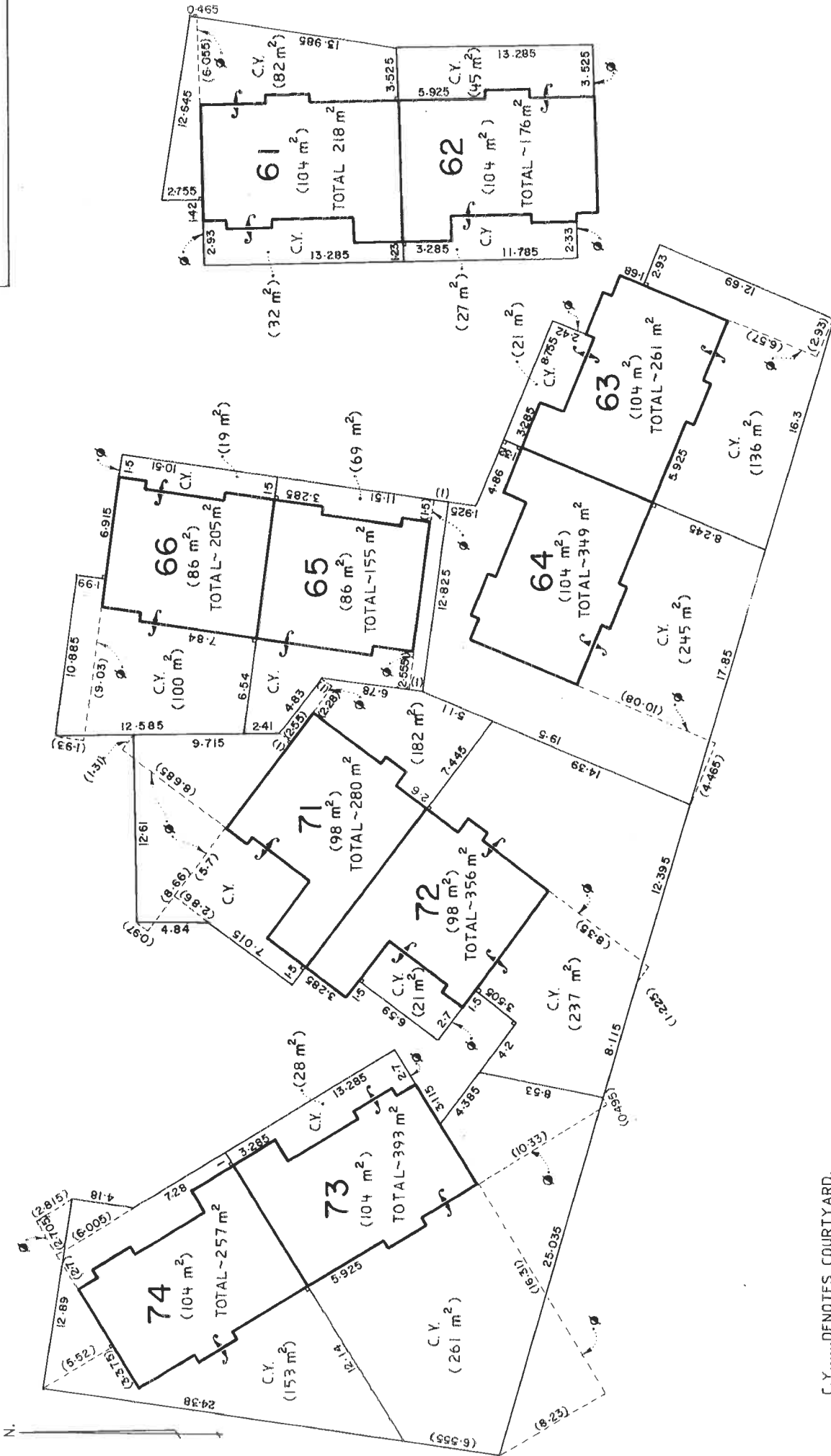
B. Lunn
 Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person

SURVEYORS REFERENCE B. 735

C.Y. DENOTES COURTYARD.
 ∅ DENOTES PROLONGATION OF OUTER FACE OF WALL.

STRATA PLAN 50820

*OFFICE USE ONLY



C.Y. DENOTES COURTYARD.
 ⌀ DENOTES PROLONGATION OF OUTER FACE OF WALL.
 THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

Reduction Ratio 1: 250

Lengths are in metres

B. Lanning
 Surveyor Registered under Surveyors Act 1929
 SURVEYOR'S REFERENCE: B. 735

[Signature]
 General Manager/Authorised Person



PLAN FORM 2
 Signatures and seals only.

The boundaries shown on this plan have been surveyed and found to be correct.

1. ...
 2. ...
 3. ...
 4. ...

Attorney
 ...
 ...

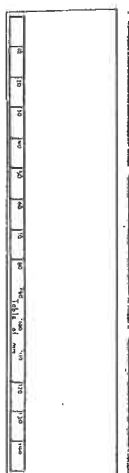
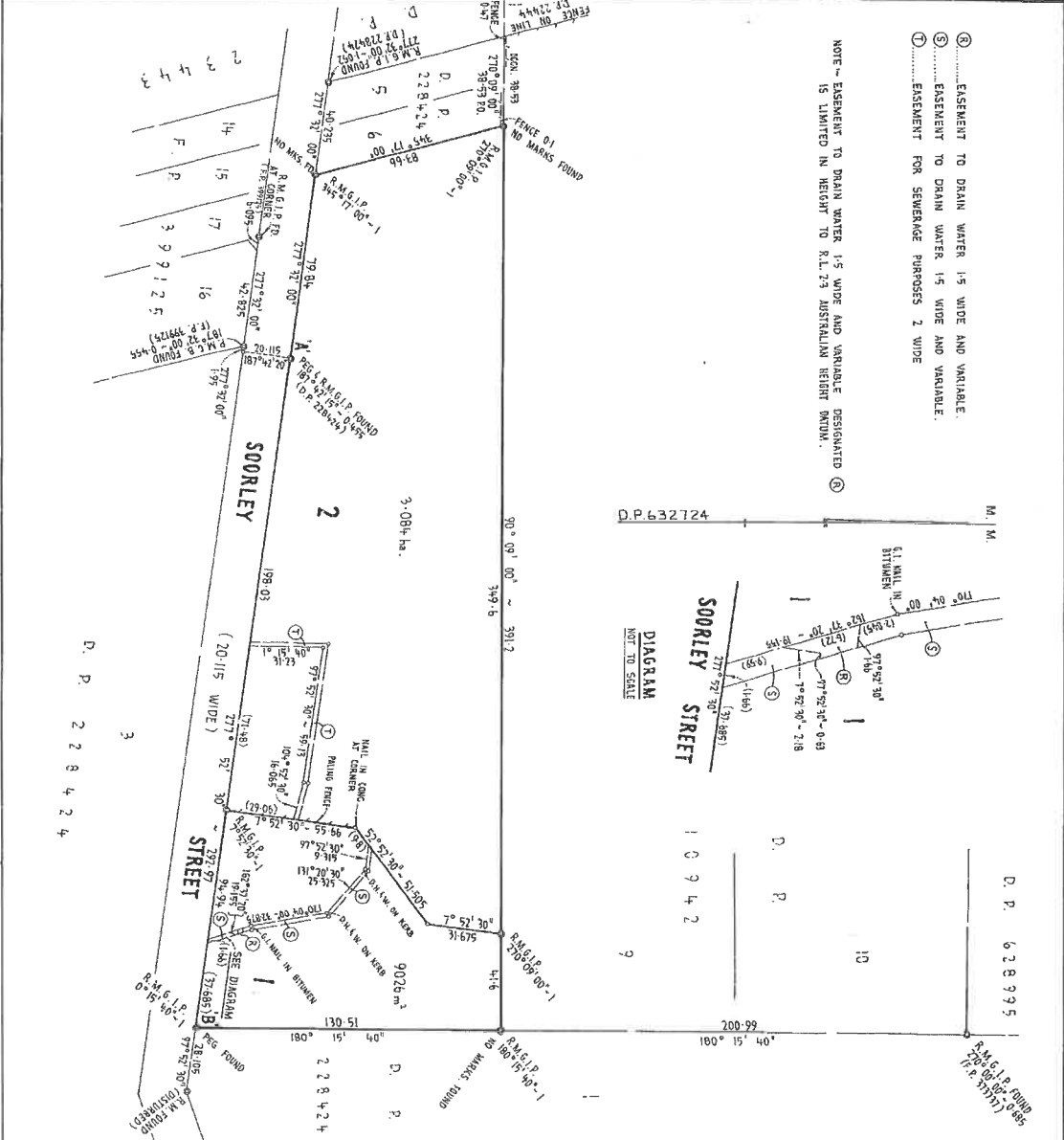
Surveyor
 ...
 ...

General Clerk's Certificate

I hereby certify that this plan has been prepared in accordance with the requirements of the Land Management Act, 1979 and the regulations made thereunder.

Surveyor
 ...
 ...

Plan Drawing only to appear in this space



I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody.

24th June, 1983

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

D.P. 632724

Registered Plan No. 236-1983

C.A. No. 280/82 of 15-12-1982

City System: TORRENS

Purpose: SUBDIVISION

Ref. Nos: X4575-62,64

Lot Plan: D.P. 228424

Reduction Rate: 1:1250

Scale: 1:1250

Localities: **TWEED TWEED HEADS SOUTH**

Parish: **TERANORA**

County: **ROUS**

PLAN OF SUBDIVISION OF LOT 7 IN D.P. 228424

Proprietor: **ROSS MOORE**

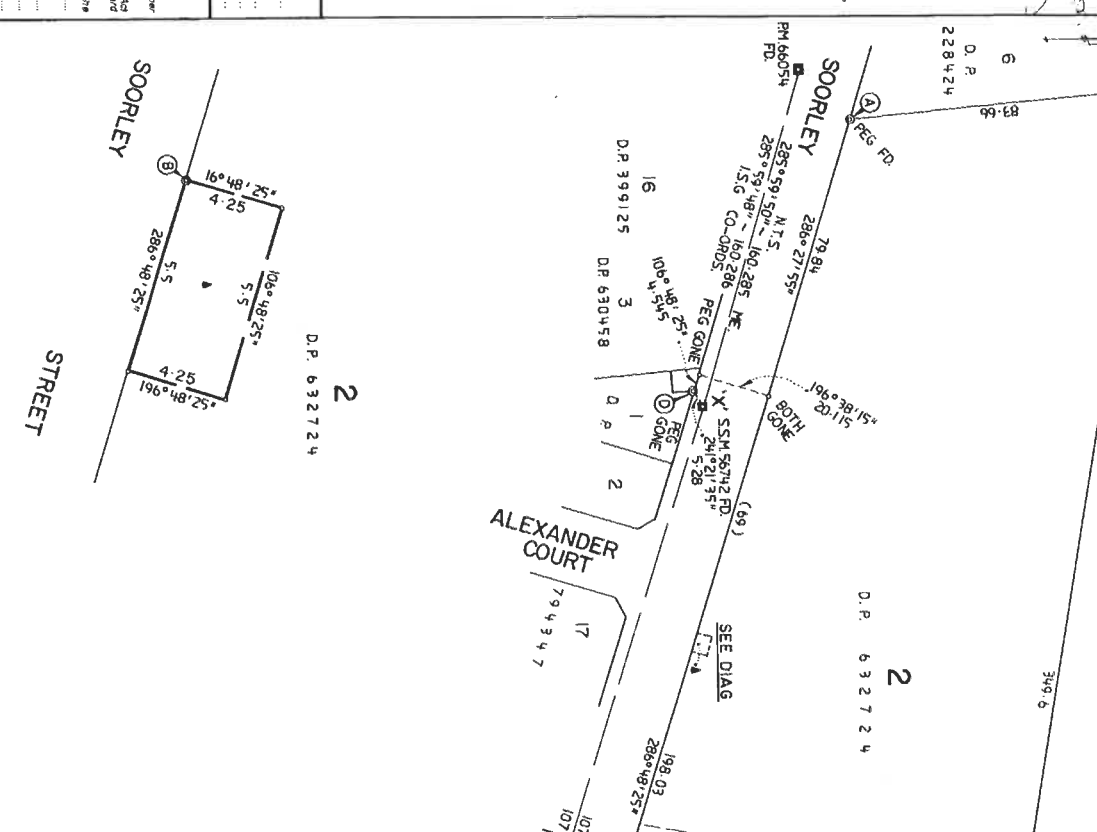
Legal Description: **SECTION 99.3 OF THE CON. ACT 1979 - 64 17 15 INTENDED TO CREATE:**

1. EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE.
2. EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE.
3. EASEMENT FOR SEWERAGE PURPOSES 2 WIDE.

SURVEYOR'S REFERENCE: T03775 / 8191C

REFERENCE	DESC.	BEARING	MARKS
A	RM GLP FD.	354°12'55"	D.P. 632724
B	RM NAIL	306°39'20"	1-7
C	RM DH & M.	16°35'55"	5-125
D	RM GLP FD.	16°48'25"	D.P. 632724
	RM NAIL	15°33'55"	5-12
	RM DH & M.	174°11'55"	4-345
			D.P. 794347

SURVEY PRACTICE REGULATION 1990--	CLAUSE	32 (2)
HARK	I.S.G. CO-ORDINATES	
PM 66054	EASTING	NORTHING
	3539356.01	1878817.316
		562
S.S.M. 56742	353507.680	1878773.144
		562
S.S.M. 54299	353769.415	1878692.975
		562
COMBINED SEA LEVEL AND SCALE FACTOR -		0.9998
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM THE TWEED SHIRE COUNCIL AT 8-5-95.		



PLAN APPROVED:
 Land Owner:
 Paper No.:
 Field No.:
 Crown Land Office Approval

Council's Certificate

I hereby certify that:
 (a) the requirements of the Local Government Act, 1919 (inter alia) the requirements for the registration of Plans, and
 (b) the requirements of Part 4, Section 2 of the Water Board Act (Consolidation) Act 1981
 have been complied with by the applicant in relation to the proposed EASEMENT.
 (insert Year, date, "subdivision" or "consolidation" and out-lease)
 Subdivision No.:
 Date:
 (Signature)
 General Manager/Authorized Person

This part of certificate to be deleted where the application is only for a consolidation or the coming of a new road or where the land to be surveyed is not a subdivision or consolidation of land owned by the Board and the known Water Corporation Ltd.
 (Signature)
 General Manager/Authorized Person

SURVEYOR'S REFERENCE: B. 735

DIAGRAM
 NOT TO SCALE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

109.1

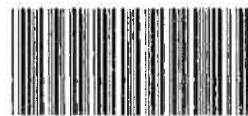
97-15CB



B

CHANGE OF BY-LAW

Strata Titles Act 1973
Real Property Act 1900



2776295 T

(A) COMMON PROPERTY
REFERENCE TO TITLE

CP/SP 50820

(B) LODGED BY

L.T.O. Box 28A	Name, Address & additional details GALLOWAY & CO. Phone: 233-1011 Fax: 232-6497 DX 340, LTO Delivery 28A REFERENCE (max. 15 characters): STRATA - SP50820	CB
--------------------------	---	-----------

(C) THE PROPRIETORS of STRATA PLAN 50820 certify that pursuant to a resolution passed on 2nd December, 1996 and in accordance with the provisions of section 58(2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) REPEALED BY-LAW No. 27
INSERTED / ADDED BY-LAW No. 31, 32
..... as fully set out below.

- 31. (a) subject to Sec.58(12) no further approvals are to be given for the keeping of animals upon a lot or the common property.
- (b) dogs must be kept on a leash whilst on common property.
- (c) the person in charge of the animal must remove all droppings immediately from the owner or occupier's lot, the common property or any other lot.
- (d) animals shall not be replaced upon their demise.

32. The proprietor for the time being of Lot 34 shall be entitled for himself, his servants, agents, visitors and invitees to exclusive use of that part of the common property as shown on the plan annexed hereto and forming part of this By-Law UPON THE CONDITION that such proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of that part of the common property, the exclusive use and enjoyment of which is hereby conferred upon him.

(E) The Common Seal of The Proprietors - Strata Plan No. 50820.....
was affixed on 4th December, 1996 in the presence of
STRATA TITLE MANAGEMENT & REALTY (Twoed Heads) PTY LTD
being the Managing Agent by its duly appointed attorney.....
Signature of Witness
ANNE DOWNS (Power of Attorney Reg.No. EK 3831 No. 767
.....
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal, who hereby states that she has not received any notice of the revocation of such Power of Attorney.

0694LTO



Adolones
.....
Managing Agent

Debra C.P.
.....
Justice of the Peace

CHECKED BY (Office use only)

Am 9E

(F)

COUNCIL'S CERTIFICATE (s. 66(5))

I certify that the Council of has approved the change of by-laws set out herein.
DATE
APPLICATION No. Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 15. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect of, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 56(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

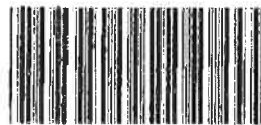
97-15CB



^{1 of 1}
B

CHANGE OF BY-LAW

Strata Titles Act 1973
 Real Property Act 1900



2852033 D

(A) **COMMON PROPERTY REFERENCE TO TITLE**

CP/SP 50820

(B) **LODGED BY**

L.T.O. Box 28A	Name, Address or DX and Telephone GALLOWAY & CO. Phone: 233-1091 Fax: 232-6491 DX 340, L.T.O. Delivery 26A REFERENCE (max. 15 characters): STRATA : SP 50820	CB
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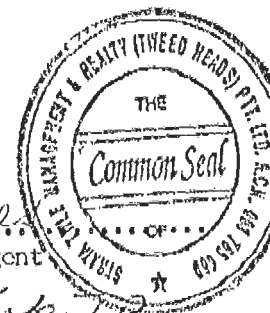
(C) THE PROPRIETORS of STRATA PLAN 50820..... certify that pursuant to a resolution passed on 18/12/1995..... and in accordance with the provisions of section 58(2)..... of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) **REPEALED BY-LAW** No.
INSERTED / ADDED BY-LAW No. 30.....

..... as fully set out below,

"30. During such time as the proprietor of Lot 28 in the building has the written approval of the Body Corporate and any necessary governmental or semi-governmental consents, then that lot may be used for both residential purposes and for the purposes of management of property in the plan and for the sale and letting of lots in the plan on behalf of the proprietors, and the rendering of such services to occupants of lots in the plan as are authorised in writing by the Body Corporate, and may, without the consent of the council of the Body Corporate, display signs or notices for the purposes of offering for sale or for letting any lot in the plan. For the purposes of the aforesaid the Body Corporate shall have the power to grant to the Proprietor of Lot 28 in the plan the right to carry on upon the property the business of letting the units in the plan and the power for that proprietor to, as far as is delegated to them by the Body Corporate, manage the caretaking, management, administration, control, use and enjoyment of the common property. For the purpose of giving effect to this By-Law the Body Corporate shall have the power to enter into an appropriate agreement on such terms and conditions as the Body Corporate may deem fit."

(E) The Common Seal of The Proprietors - Strata Plan No. 50820 was affixed on 19th February, 1997 in the presence of STRATA TITLE MANAGEMENT & REALTY (Tweed Heads) PTY LTD being the Managing Agent by its duly appointed attorney ANNE DONES
 Signature of Witness
 (Power of Attorney Reg.No. BK3831 No. 767



[Signature]
 Managing Agent

[Signature]
 Justice of the Peace

Name of Witness - BLOCK LETTERS
 being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal who hereby states that she has not received any notice of the revocation of such Power of Attorney.

0694LTO

CHECKED BY (Office use only)

V.M. Rept

(F)

COUNCIL'S CERTIFICATE (s. 66(5))	
I certify that the Council of has approved the change of by-laws set out herein.	
DATE	
APPLICATION No.	Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a special resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) and 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

Form: 97-015CB
 Licence: 10V/0779/97
 Printed: 0797LTO
 Instructions for filling out this form are available from the Land Titles Office

CHANGE OF BY-LAWS
 New South Wales
 Strata Schemes Management Act 1985
 Real Property Act 1900

5496672 Y



(A) COMMON PROPERTY

CP/SP 50820

(B) LODGED BY

LTO Box 28A	Name, Address or DX and Telephone DX 3400 SYDNEY 1 TO DELIVERY 28A Phone: (02) 9233 1011 Fax: (02) 9232 6447 GALLOWAY & CO. Reference (15 character maximum): <i>STM: SP 50820</i>	Code CB
-----------------------	---	-------------------

(C) The owners of strata plan No. 50820..... certify that pursuant to a resolution passed on....27th. November, 1998., and in accordance with the provisions of

- (D) • section of the Strata Schemes (Freehold Development) Act 1973
 • section52(1)..... of the Strata Schemes Management Act 1996
 • order No. of the Strata Schemes Adjudicator
 • order No. of the Strata Schemes Board,

the by-laws are changed as follows:

- (E) Repealed by-law No.
 Added by-law No.
 Amended by-law No. as fully set out below.

SPECIAL BY-LAW NO. 4

The owner for the time being of Lot 43 is hereby granted exclusive use and enjoyment of that part of the common property adjacent to his lot which he has substantially improved, as shown on the attached plan, provided that he continues to maintain the area to the satisfaction of the Owners Corporation at all times.



(F) The common seal of the owners of Strata Plan No. ...50820.....)
 was hereunto affixed on 10th December, 1998 in the presence of)
 STRATA TITLE MANAGEMENT (TWEED HEADS) PTY LIMITED being the)
 was affixed on in the presence of)
 Managing Agent by its duly appointed attorney ANNE DOWNES (Power of)
 Names [use block letters])
 Attorney Reg.No. BK 3831 No. 767)
 Signatures)

Anne Downes

 Managing Agent

[Signature]

 Justice of the Peace

being the person(s) authorised by section 238 of the Strata Schemes Management Act)
 who hereby states that she has not received any notice of the revocation)
 of such Power of Attorney.)

(G) Council's Certificate under section 56(4) of the Strata Schemes Management Act 1996

I certify that Council has approved the change of by-laws set out herein.

13/11/1998 13:45 +6107553676934

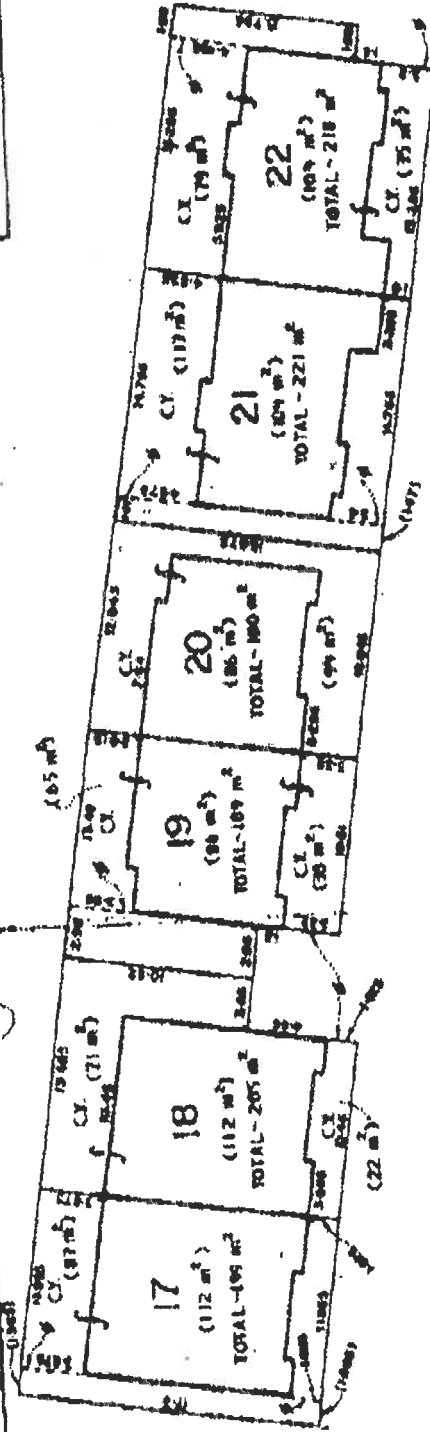
29/09 '00 TUE 11:38 FAX 0785366934

Sheet No. 7 of 11 Sheets

STRATA PLAN

WARNING: CHANGES OR FOLDING WILL LEAD TO REJECTION

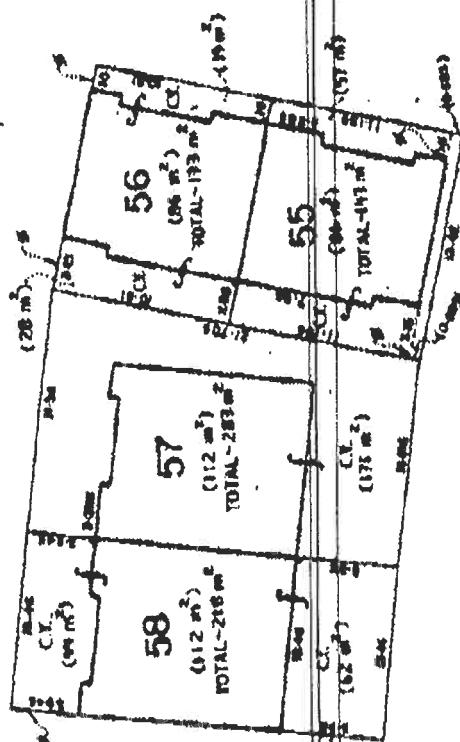
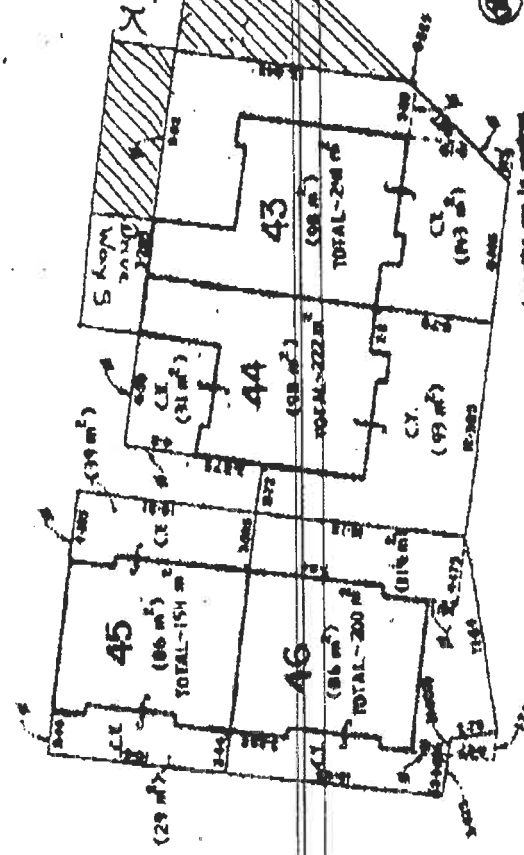
FORM 2



STRATA MANAGER
 SHAKESPEARE & PARTNERS

PAGE 01

007



C.A. DENOTES COURTYARD.
 C.E. DENOTES PROLONGATION OF OUTER FACE OF WALL.
 THE STRATUM OF THE COURTYARD AREAS ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED.

Production No. 1: 270
 Lengths are in metres
 07/02/00
 07/755

Form: 15CB
Licence: 98M111
Edition: 0008

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



9185496C

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property

SP 50820

(B) LODGED BY

SP 50820

Delivery Box
39U

Name, Address or DX and Telephone
39U
Phone: (02) 9233 1311 Fax: (02) 9232 6491
DX 340, SYDNEY L.T.O. Delivery 39U

CODE

CB

Reference (optional): Strata - SP 50820

(C) The Owners-Strata Plan No 50820 certify that pursuant to a resolution passed on 22/11/02 and in accordance with the provisions of—

(D) • ~~section 54 of the Community Land Management Act 1989~~

~~section~~ of the Strata Schemes (Freehold Development) Act 1973

• section 52(1) of the Strata Schemes Management Act 1996

~~order No~~ of the Strata Schemes Adjudicator

~~order No~~ of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No 32

~~Added by law No~~

~~Amended by law No~~

as fully set out below.

“By-Law No. 32

The proprietor for the time being of Lot 34 shall be entitled for himself, his servants, agents, visitors and invitees to exclusive use of that part of the common property as shown on the plan annexed hereto and forming part of this By-Law UPON THE CONDITION that such proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of that part of the common property, the exclusive use and enjoyment of which is hereby conferred upon him”

(F) The common seal of the Owners-Strata Plan No SP 50820 was affixed on in the presence of—

Signature(s): *M Davis*

Name(s): MARIE DAVIS

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Statutory Declaration

I KADIR LAING
(FULL NAME)

of LOT 34 THE CUBHOUSE? 5-7 SPOORNEY STREET
(ADDRESS)

Tweed Heads South Postcode 2486

in the State/Territory of New South Wales

Insert your occupation(s) DOMESTIC - PENSIONER

do solemnly and sincerely declare that STRATA PLAN 50820

SPECIAL BY-LAW No. 3 BE REVOKED.

EXCLUSIVE USE OF COMMON PROPERTY WAS
REQUESTED BY THE PREVIOUS LOT OWNER.

MY AGE AND CONDITION DOES NOT ALLOW
ME TO ATTEND TO SUCH COMMON PROPERTY.

Place your initials in the box beside the State or Territory in which your Statutory Declaration is being made.

E.L.

N.S.W. - AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

VIC. - AND I acknowledge that this declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to the *penalties for perjury*.

QLD. - AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of *The Oaths Act 1867*.

S.A. - AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1936*.

W.A. - AND I make this solemn declaration by virtue of section 106 of the *Evidence Act 1906*.

TAS. - AND I make this solemn declaration by virtue of section 132 of the *Evidence Act 1910*.

N.T. - AND I make this solemn declaration by virtue of the *Oaths Act* and conscientiously believing the statements contained in this declaration to be true in every particular.
NOTE: A person wilfully making a false statement in a statutory declaration is liable to a penalty of \$2,000 or imprisonment for 12 months, or both.

CTH/
A.C.T. - AND I make this solemn declaration by virtue of the *Statutory Declarations Act 1959* and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Declared at TWAGO HEADS in the State/Territory of N.S.W.

this 26TH day of OCTOBER 2002

E. Loring
(SIGNATURE OF DECLARANT)

before me

[Signature]
(SIGNATURE OF WITNESS)

KENNETH DOBSON
(NAME OF WITNESS)

UNIT 28 THE CAVA HOUSE 5-7 DOORLEY ST
(ADDRESS OF WITNESS)

TWAGO HEADS SOUTH Postcode 2486

JUSTICE OF PEACE 198700271
(TITLE/QUALIFICATION OF WITNESS)

31.OCT.2002 11:31

GALLOWAY & CO

NO.846

P.1/6

Req:RD365813 /Doc:DL 2776295 /Rev:03-Dec-1997 /Sta:OK,OK/Prt:31-Oct-2002 12:07 /Pgs:2
/Ref:kris /Src:U

97-15CB



CHANGE OF BY-LAW

Strata Titles Act 1973
Real Property Act 1900

776295 T

(A) COMMON PROPERTY REFERENCE TO TITLE

CP/SP 50820

(B) LODGED BY

L.T.O. Box 28A	Name, Address GALLOWAY & CO. Phone: 233-1011 DX 340 FAX: 232-848 LTD Delivery 2R1 STRATA - 5150820	CB
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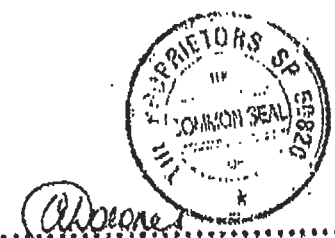
(C) THE PROPRIETORS of STRATA PLAN 50820 certify that pursuant to a resolution passed on 2nd December, 1996 and in accordance with the provisions of section 58(2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, its by-laws are changed as follows:

(D) REPEALED BY-LAW No. 27
INSERTED / ADDED BY-LAW No. 31, 32 as fully set out below.

- 31. (a) subject to Sec.58(12) no further approvals are to be given for the keeping of animals upon a lot or the common property.
- (b) dogs must be kept on a leash whilst on common property.
- (c) the person in charge of the animal must remove all droppings immediately from the owner or occupier's lot, the common property or any other lot.
- (d) animals shall not be replaced upon their demise.

① 32. The proprietor for the time being of Lot 34 shall be entitled for himself, his servants, agents, visitors and invitees to exclusive use of that part of the common property as shown on the plan annexed hereto and forming part of this By-Law UPON THE CONDITION that such proprietor shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair of that part of the common property, the exclusive use and enjoyment of which is hereby conferred upon him.

(E) The Common Seal of The Proprietors - Strata Plan No. 50820 was affixed on 4th December, 1996 in the presence of STRATA TITLE MANAGEMENT & REALTY (Tower Heads) PTY LTD being the Managing Agent, by its duly appointed attorney, ANNE DONES (Power of Attorney Reg.No. BK 3831 No. 767) Name of Witness



Managing Agent
Debra J.P.
Justice of the Peace

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal, who hereby states that she has not received any notice of the revocation of such Power of Attorney.
0494LTU

CHECKED BY (Office use only) 1/96

13/11/1998 13:45 +610755367694

15/08 '98 TUE 11:38 FAX 0782589934

STRATA MANAGEMENT
SHAKESPEARE & PARTNERS

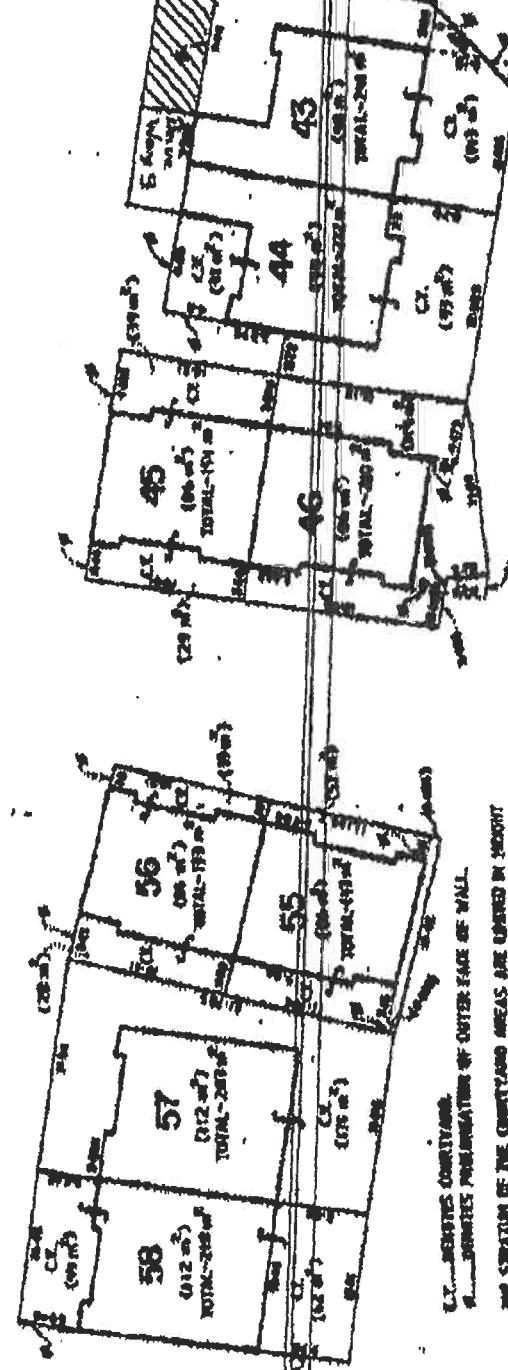
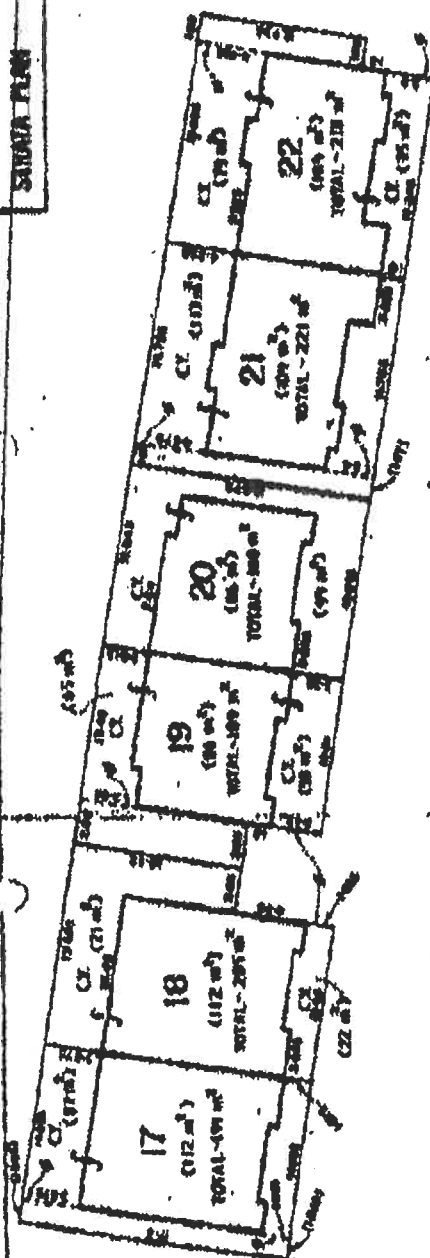
PAGE 01
007

17

Scale 1:1000
SUNSHINE PLANS

Dimensions shown on columns will lead to measure

FORM 2



E.T. RESERVE COURTYARDS
 & DIMENSIONS INDICATED ON OUTER EDGE OF WALL
 AND STRUTS OF THE COURTYARD ARE COVERED BY SHEDDING
 TO 2.4 METRES ABOVE AND BELOW THE UPPER SURFACE OF THE
 FLOOR OF THEIR RESPECTIVE BUILDINGS UNLESS EXCEPT WHERE
 COVERED.

Production Date: 11/11/98
 Scale: 1:1000
 Author: G. 775

[Handwritten signatures and initials]

Form: 15CB
Licence: 98M111
Edition: 0008

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



9185497A

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property <i>SP 50820</i>
--

(B) LODGED BY

SP50820

Delivery Box <i>390</i>	Name, Address or DX and Telephone <i>Galloway & Co</i>	CODE CB
Reference (optional):		

(C) The Owners-Strata Plan No *50820* certify that pursuant to a resolution passed on *22/11/02* and in accordance with the provisions of—

(D) • section 54 of the Community Land Management Act 1989

- ~~section _____ of the Strata Schemes (Freehold Development) Act 1973~~
- section *52(1)* of the Strata Schemes Management Act 1996
- ~~order No _____ of the Strata Schemes Adjudicator~~
- ~~order No _____ of the Strata Schemes Board~~

the by-laws are changed as follows—

(E) ~~Repealed by-law No~~

Added by-law No

~~Amended by-law No~~

as fully set out below.

“Special By-Law No. 5

The owner or occupier of a lot must not carry out or instruct any other person to carry out major vehicle repairs on the common property or on their lot.”

(F) The common seal of the Owners-Strata Plan No *SP 50820* was affixed on *28/11/02* in the presence of—

Signature(s): *M Davis*

Name(s): *MARIE DAVIS*

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AC519525R

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

(A) TORRENS TITLE	For the common property CP/SP50820	
(B) LODGED BY	Document Collection Box	Name, Address or DX and Telephone
	495R	LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107
	Reference:	
		CODE CB

(C) The Owners-Strata Plan No. 50820 certify that pursuant to a resolution passed on 24 November 2005 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. Special By-law 2
Added by-law No. Special By-law 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

Special by-law 2 is deleted including annexes a, b, c and d and replaced with the following:

No animals are permitted with the exception a small caged bird or fish kept in a secure aquarium, subject to the following:

- (a) Prior written approval of the Owners Corporation must be obtained.
- (b) All pets must be kept within the confines of the dwelling.



(F) The common seal of the Owners-Strata Plan No. 50820 was affixed on 9 AUGUST 2006 in the presence of—

Signature(s): [Signature]

Name(s): GRAEME JACKSON

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900



AD396268P

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

(A) **TORRENS TITLE**

For the common property CP/SP50820

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
495R	LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____	CB

(C) The Owners-Strata Plan No. 50820 certify that pursuant to a resolution passed on 30 November 2006 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 3
Amended by-law No. NOT APPLICABLE

as fully set out below:

SPECIAL BY-LAW 3

The Owners of Lot 1 is allocated a right of exclusive use and enjoyment of that specified part of the common property adjoining the lot identified in the Plan attached and marked "A".

For the part of the common property to which the exclusive use by-law applies, the Owners of Lot 1 will be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair.

The Owners of Lot 1 must not add any improvements or fixtures to that area without the written consent of the Owners Corporation.

The Owners of Lot 1 discharges the Owners Corporation from its obligations to maintain and repair the specified part of the common property under Chapter 3 of the Strata Schemes Management Act 1996.



(F) The common seal of the Owners-Strata Plan No. 50820 was affixed on 26 March 2007 in the presence of—

Signature(s): _____

Name(s): Graeme Jackson

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

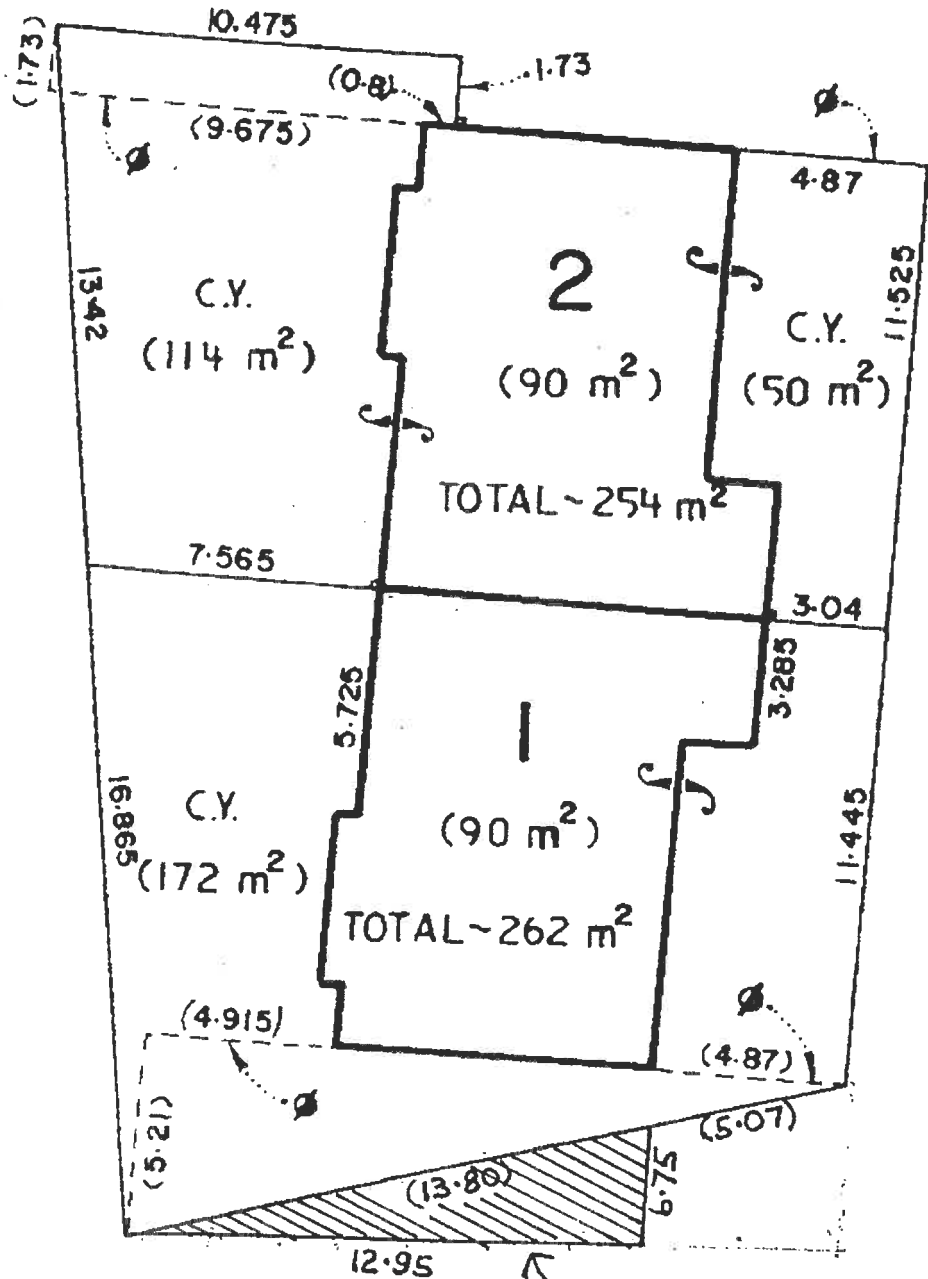
(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

PLAN "A"



GRAEME JACKSON

CHANGE OF BY-LAWS



AG199125M

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

PRIVACY NOTE: this information is legally required to be held in a public record

(A) **TORRENS TITLE**

For the common property
CP/SP 50820

(B) **LODGED BY**

Delivery Box 39U	LLPN: 123840P	ESPREON PROPERTY SERVICES DX 685 SYDNEY 02 9210 0933 <i>Strata-20677681</i>	CODE CB
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(C) The Owners-Strata Plan No. 50820 and in accordance with the provisions of-

certify that pursuant to a resolution passed on 24 November 2010

(D) •

• Section 52 of the Strata Schemes Management Act 1996

the by-laws are changed as follows -

(E)

REPEAL SPECIAL BY-LAW 4:

as fully set out below

"The owner for the time being of Lot 43 is hereby granted exclusive use and enjoyment of that part of the common property adjacent to his lot which he has substantially improved, as shown on the attached plan, provided that he continues to maintain the area to the satisfaction of the Owners Corporation at all times."



(F) The common seal of the Owners - Strata Plan No 50820

was affixed on 14 April 2011

in the presence of STRATA TITLE MANAGEMENT (TWEED HEADS) PTY LTD, being the Managing Agent for SP 50820

Signature(s)

Name(s): Billie Nicol

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

STRATA TITLE MANAGEMENT (TWEED HEADS) PTY LIMITED

P.O. Box 134, TWEED HEADS NSW 2485

PH: (07) 5536 2100 - FAX: (07) 5536 7694

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that

has approved the change of by-laws set out herein.

Signature of authorised officer:

FORM: 1JCD
Release: 2.2
www.lands.nsw.gov.au

CHANGE OF BY-LAWS



New South Wales
Strata Schemes Management Act 199
Real Property Act 1900

AG462178Y

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

For the common property
CP/SP 50820

(B) **LODGED BY**

Delivery Box 39U	LLPN: 123840P	SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700 <i>Strata - 21992043</i>	CODE CB
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(C) The Owners-Strata Plan No. 50820 certify that pursuant to a resolution passed on 18 July 2011 and in accordance with the provisions of-

- (D) •
-
- Section 47 of the Strata Schemes Management Act 1996.
-
-

the by-laws are changed as follows -

(E) **ADD SPECIAL BY-LAW 6:**

as fully set out below

Refer Annexure



(F) The common seal of the Owners - Strata Plan No 50820 was affixed on 18 July 2011 in the presence of- STRATA TITLE MANAGEMENT (TWEED HEADS) PTY LTD, being the Managing Agent for SP 50820

Signature(s)

Name(s): Billie Nicol
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

SP 50820 – The Clubhouse, 5-7 Soorley Street, TWEED HEADS

SPECIAL BY-LAW 6 – SOLAR PANELS

That the Owners Strata Plan No. **50820** SPECIALLY RESOLVE pursuant to section 47 of the *Strata Schemes Management Act, 1996* to make an additional by-law in the following terms:- Any owner of a Lot shall be entitled to install solar power systems/panels and solar hot water systems on common property benefitting their respective Lot pursuant to Section 47 of the *Strata Schemes Management Act, 1996* on the following provisos:-

1. Location of equipment

- (a) The principal equipment shall be located on the roof directly above the owner(s) Lot and in a position first approved by the Executive Committee.
- (b) All other equipment installed, including associated wiring, plumbing and ancillary equipment, shall be, where reasonably possible, concealed and where this is not possible, made as unobtrusive as possible

2. Definitions

- (a) The definition of "ancillary equipment" for solar power systems shall not include power storage batteries.
- (b) The definition of "ancillary equipment" for solar hot water systems shall not include hot water storage tanks situated on common property, except those situated on a roof.

3. Cost of installation and maintenance

The installation, including the cost of obtaining approval and consents, and maintenance of any solar power systems and solar hot water systems are to be at the expense of the owner(s) of that Lot and shall at all times remain the property of the owner(s) of that lot.

4. Owners Corporation approval

- (a) Prior to commencement of works the owner(s) of the Lot shall obtain approval from the Owners Corporation, by way of the Executive Committee, to the installation.
- (b) The owner(s) shall provide the Executive Committee with plans and details of the proposed works to enable them to make their decision.
- (c) in making their decision, the Executive Committee shall take the following matters into consideration:-
 - the size, bulk and suitability of the works;
 - the impact on visual amenity;
 - the impact on the solar aspect of other Lots; and
 - the location of all wiring, plumbing and ancillary equipment.
- (d) The Executive Committee shall not unreasonably withhold such approval.

5. Conditions of works

The works will:-

- (a) be undertaken by a skilled and appropriately licensed tradesperson(s) with experience in this type of installation;



SP 50820 – The Clubhouse, 5-7 Soorley Street, TWEED HEADS

- (b) be done in accordance with the instructions of the manufacturer;
- (c) comply with any applicable Australian standards;
- (d) be in accordance with all relevant laws and regulations and all relevant consents from the appropriate authorities must be obtained before the commencement of the works; and
- (e) comply with the relevant regulatory By-Laws of the Strata Schemes Management Act 1996 as amended.

6. Compliance with SEPP and DCP

The installation of a satellite dish will comply with State Environmental Planning (Exempt and Complying Development Codes) 2008 and Tweed Shire Council's Development Control (Exempt and Complying Development) (where applicable).

7. Damage

The owner(s) of the Lot will be liable for any damage caused to any part of the common property as a result of the installation, alteration, use, maintenance, repair or removal of the works to the common property and that the said damage will be made good immediately after it occurred.

8. Maintenance

The owner(s) of the Lot must accept the responsibility of the Owners Corporation for the maintenance and repair of the solar power system and solar hot water system, as well as the area(s) of common property for which rights of exclusive usage have been granted in accordance with Section 54(1)(b) of the *Strata Schemes Management Act 1996* as amended, and that these items are kept in good serviceable repair which is to the satisfaction of the Owners Corporation.

9. Removal

- (a) Should the equipment cease to be used for the purpose for which it was originally intended, all equipment, wiring, plumbing and ancillary equipment must be removed by the owner(s) of the Lot within six (6) months of the cessation of its use.
- (b) The owner(s) of the Lot shall ensure, at their expense, that the common property is returned to its original condition prior to the installation of the equipment.

10. Failure to comply

Should the owner(s) fail to fulfil their obligations under this By-Law or under Section 54(1)(b) of the Act and this By-Law the Owners Corporation may:-

- (a) carry out all works necessary to perform that obligation;
- (b) enter upon any part of the lot to carry out the works; and
- (c) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

11. Indemnity

The owner(s) of the lot shall indemnify and keep indemnified the Owners' Corporation against:-

- (a) any sum payable by the Owners Corporation by way of increased insurance premium as a direct or indirect result of the installation of the solar power system and solar hot water system;
- (b) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners' Corporation and its officers directly or indirectly from the use of the solar power system and solar hot water system or a breach of this By-Law.



CHANGE OF BY-LA



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

AK287212C

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

For the common property
CP/SP 50820

(B) **LODGED BY**

Delivery Box 28A	LLPN: 124247U	SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700 SAI GLOBAL STRATA	CODE CB
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(C) The Owners-Strata Plan No. 50820 certify that pursuant to a resolution passed on 1 December 2015 and in accordance with the provisions of-

- (D) •
-
- Section 47 of the Strata Schemes Management Act 1996
-
-

the by-laws be changed as follows -

(E) As set out below:

ADD SPECIAL BY-LAW 7 – (As Annexure “A” attached)

(F) The common seal of the Owners - Strata Plan No 50820 was affixed on 1 December 2015 in the presence of- STRATA TITLE MANAGEMENT GROUP being the Managing Agent for SP 50820

Signature(s)

Name(s): Billie Nicol

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

STRATA PLAN NO 50820 – The Clubhouse, 5-7 Soorley Street, Tweed Heads South

Special By-Law No. 7

Owners Works

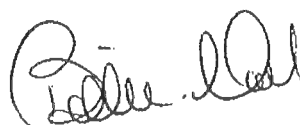
1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Works which affect the common property and/or impact on an owner or occupier on a lot.
2. The Works undertaken under this by-law must enhance, improve or add value to the lots and/or the common property.
3. For the purposes of this by-law, "Owner" means any owner or owners of a lot in Strata Plan No 50820.
4. Each Owner has the right to undertake the following "Works", subject to the following conditions and Owners Corporation's rights –
 - (a) Install air-conditioning units including external condenser units (and any other ancillary items).
 - (b) Install exhaust, heat fan, ventilation system and/or ducting systems.
 - (c) Retile and/or waterproof the floors and walls in any wet areas of the lot.
 - (d) Install or replace any doors, security doors/window screens and/or windows on the lot.
 - (e) Install gates in common property fencing.
 - (f) Install paving/concrete slabs/steps within each lot's courtyard.
 - (g) Install fixtures to internal surfaces of common property walls.
 - (h) Install external awnings, shutters and blinds and pergolas.
 - (i) Install new plumbing and electrical equipment and services.
 - (j) Such works which are authorised by the Owners Corporation as approved under this by-law.
5. Where the Works undertaken under clause 4 of this by-law are visible from the outside of the scheme, the Works must be in a construction and colour scheme that matches the overall appearance of the building.
6. Where any Works covered under clause 4 of this by-law was undertaken by a Owner before this by-law was made, and no by-law has been made in respect of the Works undertaken, then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Works.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the Works

8. The Owner must notify the Owners Corporation at least 21 days before undertaking the Works and obtain the prior written approval for the Works from –
 - (a) the executive committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the Works.

PAGE 2 OF 5



STRATA PLAN NO 50820 – The Clubhouse, 5-7 Soorley Street, Tweed Heads South

Special By-Law No. 7

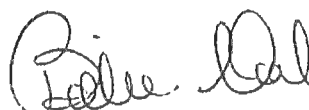
Owners Works

9. The Owner must submit to the Owners Corporation the following documents relating to undertaking the Works prior to obtaining written approval from the Owners Corporation:
- (a) plans and drawings;
 - (b) specifications of work; and/or
 - (c) any other documents reasonably required by the Owners Corporation.
10. The Owner must ensure that any party carrying out the Works effects and maintains contractors all Works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
11. The Owner must ensure that the Works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Works are undertaken.

Carrying out the Works

12. When carrying out the Works, the Owner must:
- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by undertaking the Works or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
 - (d) only undertake Works at the times approved by the Owners Corporation;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from undertaking the Works immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the Works.
13. The Owner must ensure that the Works shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and local council (if relevant).

PAGE 3 OF 5



STRATA PLAN NO 50820 – The Clubhouse, 5-7 Soorley Street, Tweed Heads South

Special By-Law No. 7

Owners Works

After completing the Works

14. The Owner must deliver to the Owners Corporation any other document reasonably required by the Owners Corporation in relation to the Works undertaken by the Owner.

Repair and Maintenance

15. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) as required from time to time.
16. If the Owner removes the Works or any part of the Works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

17. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works; and
 - (d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Works.
18. Any loss and damage suffered by the Owners Corporation as a result of undertaking the Works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
19. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Works undertaken under this by-law.

Julie Hall



STRATA PLAN NO 50820 – The Clubhouse, 5-7 Soorley Street, Tweed Heads South

Special By-Law No. 7

Owners Works

Breach of By-law

20. The Owners Corporation reserves the right to take action against the Owner to replace the Works or reinstate the common property affected by the Works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
21. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the *Strata Schemes Management Act 1996*.

Billie Bell



Planning Certificate under Section 10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 37636

Applicant:	Budd & Piper Solicitors PO Box 203 TWEED HEADS NSW 2485	Certificate No:	PlanCert21/0135
		Date of Issue:	30/03/2021
		Fee Paid:	\$53.00
		Receipt No:	801575

Your Reference: WMC:AH210220
eCustomer Reference:
Property Description: Lot 46 SP 50820; No. 46/5-7 Soorley Street TWEED HEADS SOUTH

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 DCPs

- (1) *The name of each environmental planning instrument that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
- (3) *The name of each development control plan that applies to the carrying out of development on the land.*
- (4) *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

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 (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Koala Habitat Protection) 2019

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Coastal Management) 2018

Certificate No: PlanCert21/0135
Date: 30/03/2021



State Environmental Planning Policy No. 21 - Caravan Parks
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
State Environmental Planning Policy No. 36 - Manufactured Homes Estate
State Environmental Planning Policy No. 50 - Canal Estate Development
State Environmental Planning Policy No. 55 - Remediation of Land
State Environmental Planning Policy No. 64 - Advertising and Signage
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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 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 B2 - Tweed City Centre

ITEM 2

Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),
- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,
- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
- (d) the purposes for which the instrument provides that development is prohibited within the zone,
- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,
- (f) whether the land includes or comprises critical habitat,
- (g) whether the land is in a conservation area (however described),
- (h) whether an item of environmental heritage (however described) is situated on the land.

Item 2(a-d)

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; Child care centres; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Seniors housing; 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; 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(e) - Minimum Standards for the Erection of a Dwelling-House:

See relevant Tweed Local Environmental Plan(s) applicable to this land as referenced in Item 1(1) above.

Item 2(f) - Critical Habitat:

The subject land is not identified as including or comprising critical habitat as prescribed in the Biodiversity

Conservation Act 2016 or (subject to section 5c) Part 7A of the Fisheries Management Act 1994.

Item 2(g) - Conservation Area:

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

Item 2(h) - 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

Complying Development

Extract from Clause 47 of the Environmental Planning and Assessment (Complying Development and Fire Safety) Regulation 2013 - Schedule 1 - Amendment of Environmental Planning and Assessment Regulation 2000

"Schedule 4 Planning certificates

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land."*

Subdivisions Code (Strata Subdivision)

Yes. Complying Development under the Subdivisions (Strata Subdivisions) Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

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

Commercial and Industrial Alterations Code

Yes. Complying Development under the Commercial and Industrial Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Housing and Rural Housing Code

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

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Housing Alterations Code and General Development Code

Yes. Complying Development under the Housing Alterations Code and General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Commercial and Industrial (New Buildings and Additions) Code

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

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

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, however this restriction may not apply to all of the land.

EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT

Please note that Council has updated its Section 10.7(2) Planning Certificate information to reflect the statutory changes introduced by the NSW State Government relating to amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, via the Amendment (Commercial and Industrial Development and Other Matters) 2013, and the Environmental Planning and Assessment Regulation 2000, via the Amendment (Complying Development and Fire Safety) 2013, which all take full effect from 22 February 2014.

To assist with the introduction of these SEPP amendments, the NSW Department of Planning and Infrastructure (DPI) has provided a series of information sheets on its web site www.planning.nsw.gov.au

The DPI also issued Circulars PS13-004 and PS13-005 on 23 December 2013 which explains what steps local councils need to undertake to implement the commencement of these new controls.

The DPI have stated the following rationale for the new Amendments:

"The amending Regulation makes important changes to the lodgement and determination of applications for a complying development certificate (CDC). This includes new requirements to provide advice and notification of complying development to neighbours. There are also additional requirements for information to be lodged with an application for a CDC and for conditions to be imposed on a CDC approval.

The SEPP has been amended to include new complying development codes, development standards and other requirements. These amendments will require changes to the information provided in section 10.7 planning certificates. The new development types also include a number of prerequisites for certain proposals to be complying development. These and other related matters are specified in the Regulation."

It is strongly suggested that you review this information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier.

For any further clarification of these matters, please contact Council's Development Assessment or Building Units.

ITEM 4 - REPEALED

ITEM 4A - REPEALED

ITEM 4B

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

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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 the commencement of section 553B of the Local Government Act 1993.

No

ITEM 5

Mine Subsidence:

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No

ITEM 6

Road Widening and Road Realignment:

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993 , or*
- (b) any environmental planning instrument, or*
- (c) any resolution of the council.*

Item 6(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 7

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or*
 - (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,*
- that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).*

Item 7(a-b)

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 2 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

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.

- **Contamination:**

Council has not 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.

ITEM 7A

Flood related development controls information

- (1) *Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*
- (2) *Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*
- (3) *Words and expressions in this clause have the same meanings as in the instrument.*

Item 7A(1-3)

- (1) The land is a flood control lot. Flood planning levels, such as minimum fill and floor levels apply to land in this area, as prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. In this area Council adopted a design flood level of RL 2.6m AHD and requires new residential dwellings to be constructed with a minimum floor level of RL 3.1m AHD. Council also has an adopted policy for extensions to existing residential dwellings below the adopted design floor level. Flood planning levels are subject to change as new information is obtained. Greenfield residential subdivisions are subject to climate change affected flood planning levels.

Council is aware that the land is flood prone, as defined by Development Control Plan Section A3 - Development of Flood Liable Land. The land is a flood control lot and development of this land shall be subject to the relevant controls in the plan.

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) Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted Development Control Plan A3 – Development of Flood Liable Land, which establishes minimum standards for development not referred to in (1)

ITEM 8

Land Reserved for Acquisition:

Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 27 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

ITEM 9

Contributions Plans:

The name of each contributions plan applying to the land.

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 5 - Open Space Contributions

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

ITEM 9A

Biodiversity Certified Land:

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

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

Council has not received any biodiversity certifications.

ITEM 10

Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

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 10A

Native Vegetation Clearing Set Asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Council has not been notified of the existence of a set aside area.

ITEM 11

Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

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

Property Vegetation Plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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 13

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 14

Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There are no Directions under Part 3A affecting this land.

ITEM 15

Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There are no site compatibility certificates and conditions affecting seniors housing on the land.

ITEM 16

Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and

(b) that a copy may be obtained from the head office of the Department

There are no site compatibility certificates for infrastructure on the land.

ITEM 17

Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

There are no site compatibility certificates and conditions for affordable rental housing on the land.

ITEM 18

Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

There is no paper subdivision information relating to this land.

ITEM 19

Site verification certificates

- A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land, if there is a certificate, the statement is to include:
- (a) the matter certified by the certificate, and
- Note.** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
- (b) the date on which the certificate ceases to be current (if any), and
 - (c) that a copy may be obtained from the head office of the Department.

There are no site verification certificates relating to this land.

ITEM 20

Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is not affected or listed on the register.

ITEM 21

Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause:
- affected building notice** has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.
- building product rectification order** has the same meaning as in the Building Products (Safety) Act 2017.

The land is not affected by any building notice.

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 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 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 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 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.

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 2000.*

Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

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 would 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: DD21/0681
Your Reference: WMC:AH220220
eCustomer Reference:



TWEED
SHIRE COUNCIL

30 March 2021

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

tsc@tweed.nsw.gov.au
www.tweed.nsw.gov.au

Budd & Piper Solicitors
PO Box 203
TWEED HEADS NSW 2485

Fax (02) 6670 2429
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 46 SP 50820; No. 46/5-7 Soorley Street TWEED HEADS
SOUTH

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

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

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

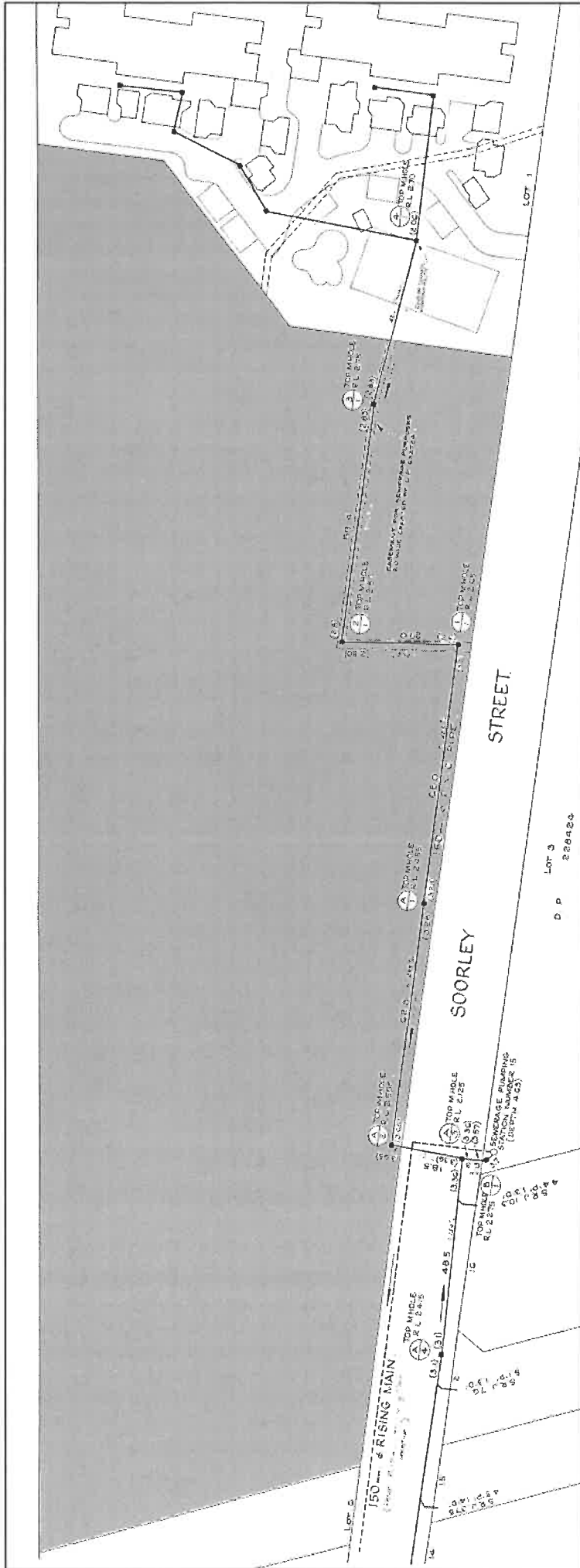
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

A handwritten signature in black ink, appearing to read 'D. Galle', written in a cursive style.

Denise Galle
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

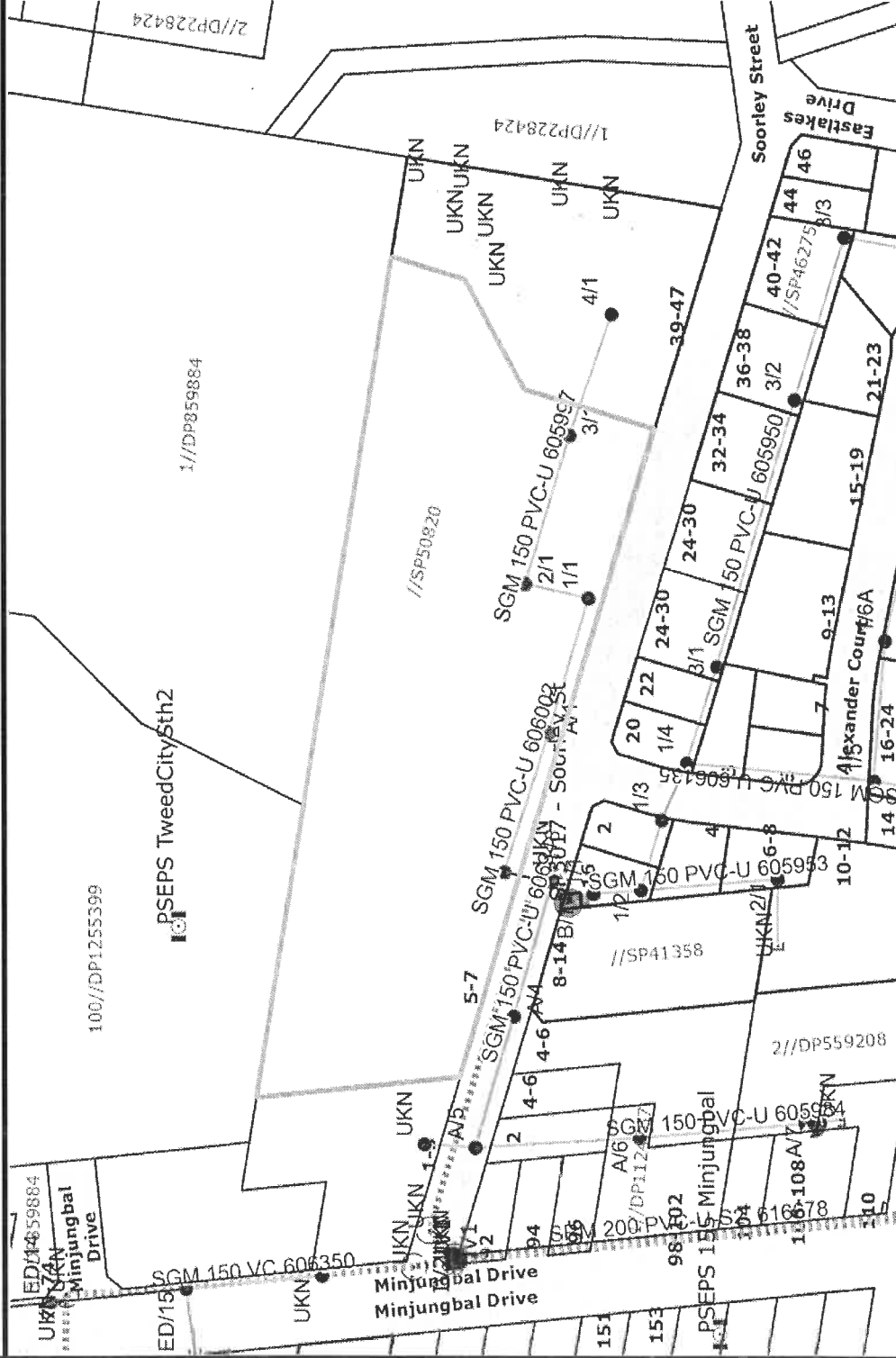


TWEED SHIRE COUNCIL WARNING
Drainage information is to the best of Council's
knowledge and supplied for the guidance of
persons collecting property or planning data.
If preciseness of location is critical, a private
survey should be arranged.
VINCENT CONNELL
 Director Planning and Regulation

Sewer Network Report

Lot & DP: //50820
Land No: 79269

Owners: The Owners Strata Plan 50820



Disclaimer: While every care is taken to ensure the accuracy of this data, Tweed State Council makes no liability, compensation 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 "dig 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.

1:2,500
100 Metres

30/03/2021 9:43 am

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

UNIT 46/5-7 SOORLEY STREET TWEED HEADS SOUTH NSW 2480

