

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Bowral 373 Bong Bong Street, Bowral NSW 2576 Email: nanette@fnbowral.com.au	Phone: 02 4861 4861 Ref: Nanette Phillips
co-agent		
vendor	Lorraine Joan McBain 33 Kirkham Street, Moss Vale NSW 2577	
vendor's solicitor	AGR Conveyancing 170 Morala Avenue, Runaway Bay QLD 4216 Email: gillian@agrconveyancing.com.au	Phone: 0408590500 Ref: GR:25055
date for completion	84 days after the contract date Special condition 47 (clause 15)	
land (address, plan details and title reference)	10/33 Kirkham Street, Moss Vale NSW 2577 Lot 10 in Strata Plan 103680 Folio Identifier 10/SP103680	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by <i>legislation</i> to fill up the items in this box in a sale of residential property.				
inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions	pot plants, washing machine and dryer			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p>

Choices

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

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes

(if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off-the-plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

33 KIRKHAM ST MOSS VALE NSW 2577

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

ADDITIONAL CLAUSES

Additional Clauses included in the Contract for Sale of Land between:

VENDOR: Lorraine Joan McBain
PROPERTY: 33 Kirkham Street, Moss Vale NSW 2577

33. HEADINGS/INVALIDITY AND CONSTRUCTION

- 33.1 In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;
- 33.2 Headings are for ease of reference only and do not affect the interpretation of any clause.
- 33.3 In the event of any conflict between the printed clauses of the standard Contract for Sale of Land (2022 edition) and the additional special conditions, these condition clauses shall prevail.

34. AMENDMENTS TO STANDARD CONDITIONS

- 34.1 Clause 7.1.1 amend 5% to 1%;
- 34.2 Clause 7.1.3 is replaced from 14 days with 7 days;
- 34.3 Clause 7.2.1 is replaced from 10% with 5%;
- 34.4 Clause 8.1 the words "on reasonable grounds" are deleted;
- 34.5 Clause 14.4.2 delete;
- 34.6 Clause 23.13 is deleted if the property is a 2 lot strata or there is no regular periodic strata levies or payments.

35. REPRESENTATIONS AND WARRANTIES

- 35.1 No Warranty
- Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2017, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents provided from the agent of the Vendor.
- 35.2 Entire Agreement
- To the extent permitted by law, in relation to the subject matter of this Contract:
- 35.2.1 This Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
- 35.2.2 Supersedes any prior written or other agreement between the parties.
- 35.3 No Representation

Without limiting the generality of clause 33.1, the Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.

The Purchaser acknowledges that the Purchaser:

- 35.3.1 Has made its own inquiries in relation to the property;
- 35.3.2 Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
- 35.3.3 Is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the Purchaser of the property; and
- 35.3.4 Is fully satisfied as to the need for the existence or validity of any development or other approval.

36. CONDITION

The Purchaser purchases the Property in its present condition and state of repair, including any defects, non-compliance or want of repair. The Purchaser shall not make any requisitions, objection or claim against the Vendor in respect of anything contained in this Clause or as to the state and condition of the Property.

37. DEATH, INCAPACITY AND BANKRUPTCY

Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion:

- 37.1 being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then Either Party may rescind this Contract by notice in writing to the Other Party's solicitor and the provisions of clause 19 shall apply; or
- 37.2 Or being a company resolves to go into liquidation or have a petition for winding up of the Other Party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the Other Party, then the Other Party is in default and the First Party may, subject to any law to the contrary, affirm or terminate this Contract.

38. INTEREST

If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent per annum (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

39. NOTICE TO COMPLETE

Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice.

A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

Should the Vendor issue the Notice to Complete than the Vendor shall be entitled to recover a fee of \$550.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

40. AGENT

The Purchaser warrants:

- 40.1 they were not introduced to the vendor or the property by an agent other than the agent noted on the front page of the contract; and
- 40.2 no agent is the effective cause of this sale other than the agent (if any) named as the Vendor's agent on page 1 of this contract.

If the purchaser is in breach of the warranty in this clause, the purchaser indemnifies and will save harmless the Vendor against all costs (on an indemnity basis), damages, expenses or other consequential losses touching upon the Purchaser's breach of this warranty.

This clause will not merge on completion.

41. DEPOSIT

The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Licensed Conveyancer for:

- 41.1 Payment as directed to complete settlement;
- 41.2 Towards the deposit on the vendors purchase of property;
- 41.3 For stamp duty on the Vendor's purchase;
- 41.4 Towards a deposit into a retirement institution.

The Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies.

If the deposit is released for the purposes of paying the deposit on a property it will only be released to a Real Estate Agents or a Conveyancer/ Solicitors trust account.

42. SETTLEMENT

If settlement of this matter does not take place at the date appointed for same due to the fault of the Purchaser or his/her mortgagee, then the Purchaser shall pay all fees including but not limited to bank/agency fees and re-certification fees incurred by the Vendor's Conveyancer or his/her mortgagee in relation to any rearrangements of settlement. We estimate this fee to be \$220.00 (GST Inclusive).

43. ELECTRONIC EXCHANGE

- 43.1 The parties agree and accept, for the purpose of exchange of contracts, signatures by either the vendor or purchaser which are photocopy or any other form of electronic signature;
- 43.2 For the purposes of the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act 2000 (NSW) each of the parties consents to receiving and sending the contract electronically.

44. EXTENSION OF COOL OFF

- 44.1 The purchaser agrees and acknowledges that in the event that an extension of the cooling – off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$100.00 plus GST directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event.
- 44.2 This sum shall fall due and payable regardless of:
- 44.2.1 Whether or not the extension of the cool-off period is granted.
 - 44.2.2 Whether or not the purchaser elects or does not elect to exercise their rights to cool –off from the contract in due course.

45. PAYMENT OF DEPOSIT BY INSTALMENTS

- 45.1 If the Vendor on the making of this contract agrees to accept a deposit of five percent (5%) of the purchase price, then notwithstanding any other provision in this contract, the deposit referred to on the front page will remain at ten percent (10%) of the purchase price and shall be paid by instalments as follows:
- (i) The first instalment of five percent (5%) of the purchase price on the making of this contract in accordance with clauses 2.1 and 2.2; and
 - (ii) The second instalment of five percent (5%) of the purchase price upon the earlier of:
 - (a) The vendor lawfully terminating the contract due to a default or breach of an essential term of the contract by the purchaser;
 - (b) The vendor lawfully terminating the contract following the expiry of a Notice by which time is of the essence; or
 - (c) the completion date.

46. REQUISITIONS

The purchaser agrees that any general Requisition on Title pursuant to clause 5.1 served on the Vendor must be in the form as attached hereto. The vendor is not required to answer any other form of general requisitions.

47. COMPLETION

The due date for Completion is to be the earlier of

- A) 84 days from the date of this Contract
- B) 28 days from the date the Vendors Conveyancer provides notice to settle earlier not being less than 42 days from the date of the contract

48. CHRISTMAS CLOSURE

In the event that the due date for completion falls within the period of the 22 December 2025 and 14 January 2026 (inclusive) the parties agree that completion will take place on the 15 January 2026. It is further agreed between the Vendor and the Purchaser that no interest or damages are payable if completion falls due within this period.

In the event settlement is due prior to this date and is delayed through fault of the purchaser default interest will be charged in accordance with this contract until the 15 January 2026.

49. GUARANTEE & INDEMNITY

If the purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser

.....

and

.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. In the event that no signature appears below this special condition and/ or no names are inserted at the commencement of this special condition, the Guarantor/s shall be that person or those people who sign this Contract on behalf of the Purchaser.

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....
Signature of witness:

.....
Signature of Guarantor

.....
Name of witness (please print)

.....
Name of Guarantor (please print)

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Signature of witness:

.....
Signature of Guarantor

.....
Name of witness (please print)

.....
Name of Guarantor (please print)



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

FOLIO: 10/SP103680

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2025	1:39 PM	2	15/11/2021

LAND

LOT 10 IN STRATA PLAN 103680
AT MOSS VALE
LOCAL GOVERNMENT AREA WINGECARRIBEE

FIRST SCHEDULE

LORRAINE JOAN MCBAIN

(T AR615412)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103680

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 3/9/2025

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



FOLIO: CP/SP103680

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2025	2:08 PM	4	2/7/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103680
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MOSS VALE
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF BONG BONG COUNTY OF CAMDEN
TITLE DIAGRAM SP103680

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103680
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS - SP103680
C/- SIMPLY STRATA
PO BOX 259
BOWRAL NSW 2576

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO
A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 14
SP107193 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 DP1093300 EASEMENT TO DRAIN WATER 2 METRES WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AC203115 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM.
- 5 DP1271191 DRAINAGE EASEMENT 2 METRE(S) WIDE AND 3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP1271191 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 DP1271191 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1271191 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AS293543 CONSOLIDATION OF REGISTERED BY-LAWS
- 10 AS293543 INITIAL PERIOD EXPIRED

END OF PAGE 1 - CONTINUED OVER

25055...

PRINTED ON 3/9/2025

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP103680

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 103680

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 444	2	- 443	3	- 428	4	- 427
5	- 427	6	- 428	7	- 428	8	- 441
9	- 441	10	- 441	11	- 441	12	- 441
13	- 441	14	- SP107193				

STRATA PLAN 107193

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
15	- 444	16	- 443	17	- 445	18	- 428
19	- 428	20	- 428	21	- 428	22	- 428
23	- 428	24	- 429				

NOTATIONS

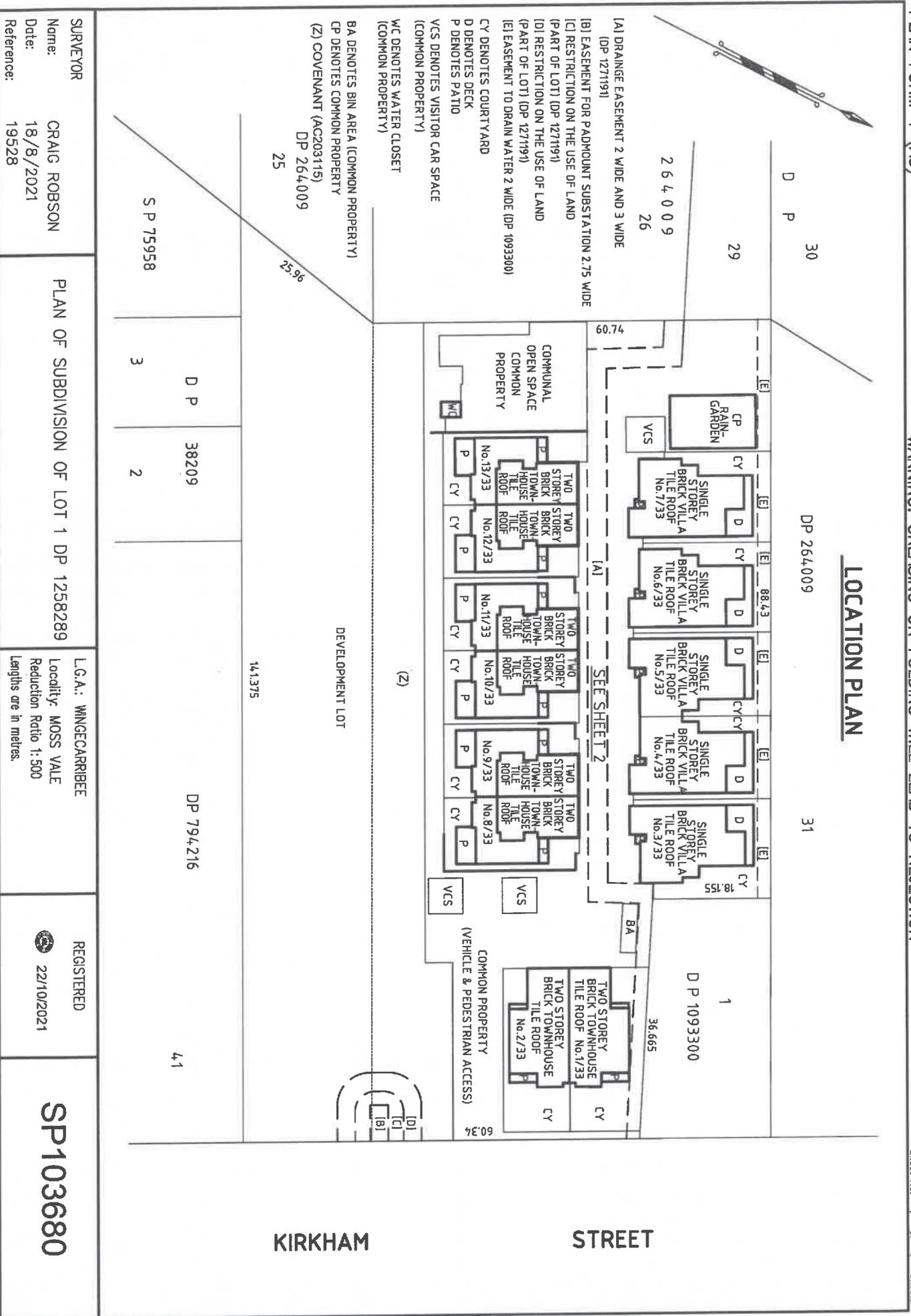
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25055...

PRINTED ON 3/9/2025

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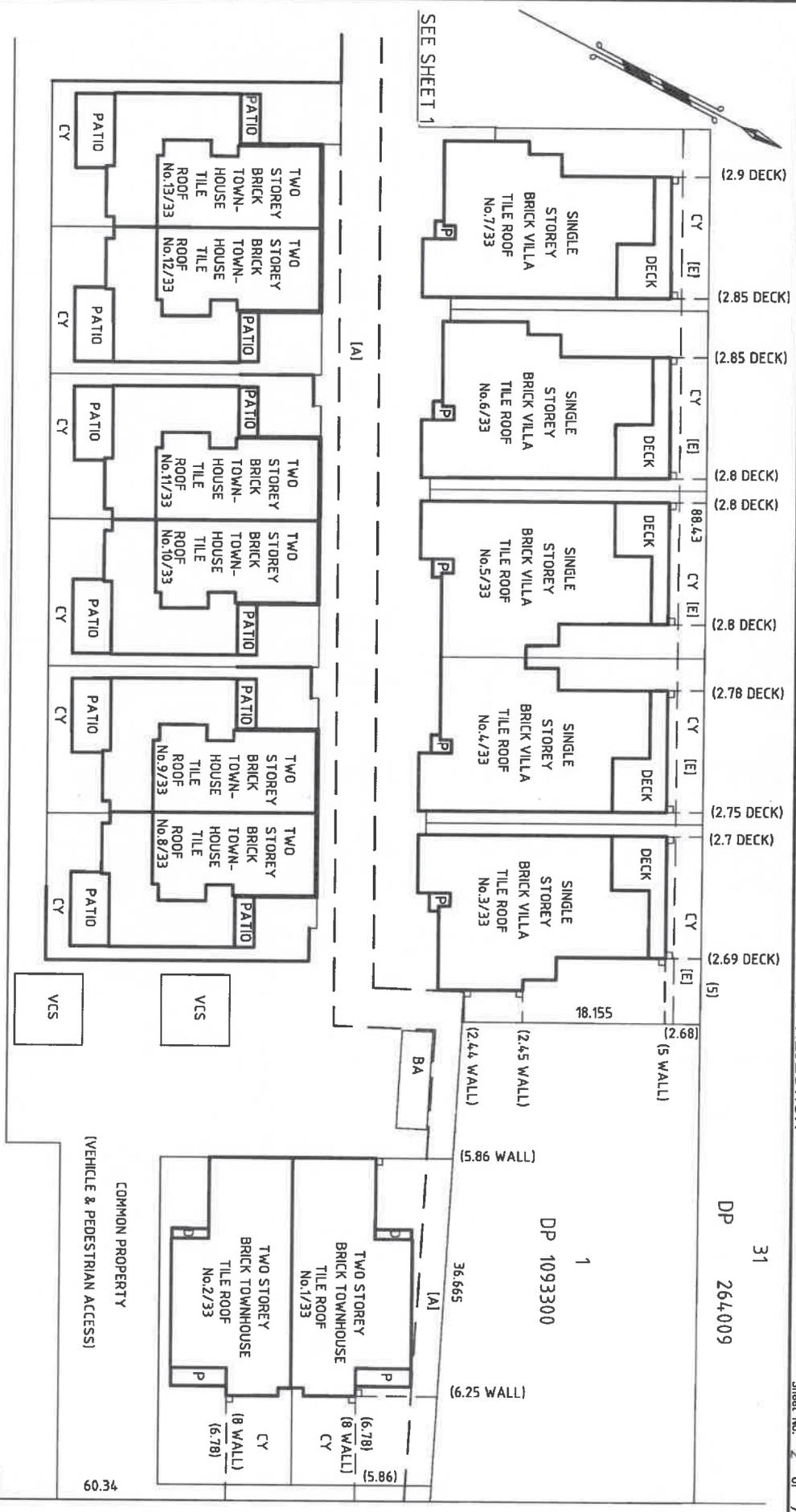


LOCATION PLAN

SURVEYOR Name: CRAIG ROBSON Date: 18/8/2021 Reference: 19528	PLAN OF SUBDIVISION OF LOT 1 DP 1258289	L.G.A.: WINGECARRIBEE Locality: MOSS VALE Reduction Ratio 1:500 Lengths are in metres.	REGISTERED 22/10/2021	SP103680
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KIRKHAM STREET

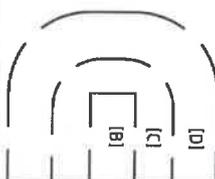
KIRKHAM STREET



[E] EASEMENT TO DRAIN WATER 2 WIDE (DP 1093300)
 [A] DRAINAGE EASEMENT 2 WIDE & 3 WIDE (DP 1271191)
 [B] EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP 1271191)
 [C] RESTRICTION ON THE USE OF LAND
 (PART OF LOT) (DP 1271191)
 [D] RESTRICTION ON THE USE OF LAND
 (PART OF LOT) (DP 1271191)
 BA DENOTES BIN AREA (COMMON PROPERTY)

LOCATION PLAN

DEVELOPMENT LOT
 SEE SHEET 1
 CY DENOTES COURT YARD
 P DENOTES PATIO
 VCS DENOTES VISITOR CAR SPACE
 (COMMON PROPERTY)



SURVEYOR
 Name: CRAIG ROBSON
 Date: 18/8/2021
 Reference: 19528

PLAN OF SUBDIVISION OF LOT 1 DP 1258289

L.G.A.: WINGECARRIBEE
 Locality: MOSS VALE
 Reduction Ratio 1:300
 Lengths are in metres.

REGISTERED
 22/10/2021

SP103680

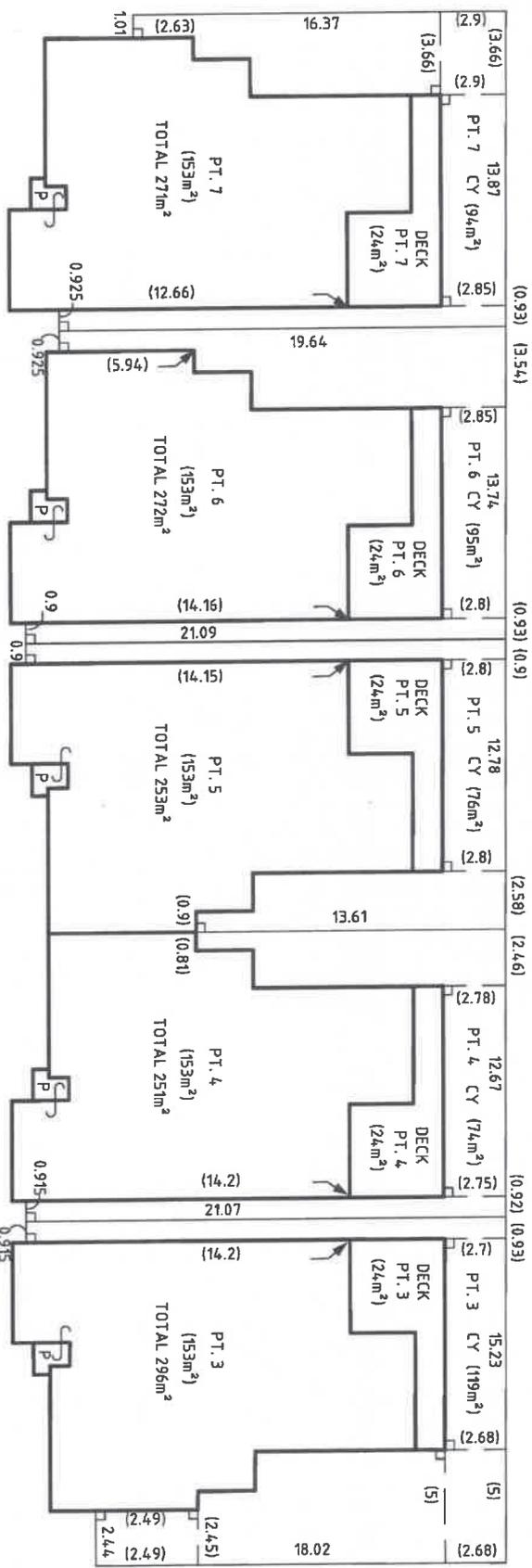
PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 7 Sheets

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.
 THE DEPTH OF THE COURTYARDS EXTENDS TO 10 BELOW THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING GROUND FLOOR SLAB.
 THE HEIGHT OF THE COURTYARD EXTENDS TO 10 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING GROUND FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL STRUCTURES WITHIN THE COURTYARDS AND DECKS NOT SHOWN OR REFERRED TO IN THE PLAN FORM PART OF THEIR RESPECTIVE LOT WITH THE EXCEPTION OF COMMON SERVICES.
 ALL EXTERNAL WATER HEATERS AND RAINWATER TANKS IN COURTYARDS ARE PART OF THEIR RESPECTIVE LOTS AND ARE NOT COMMON PROPERTY.
 ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.



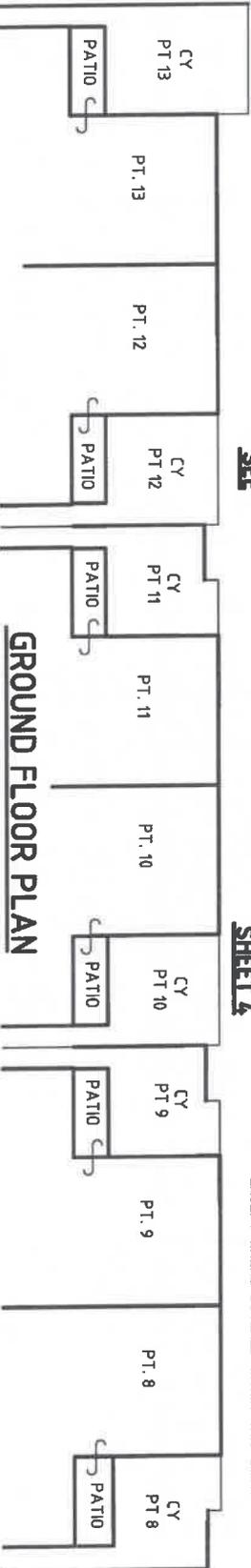
SEE

SHEET 4

CY DENOTES COURTYARD
 P DENOTES PATIO

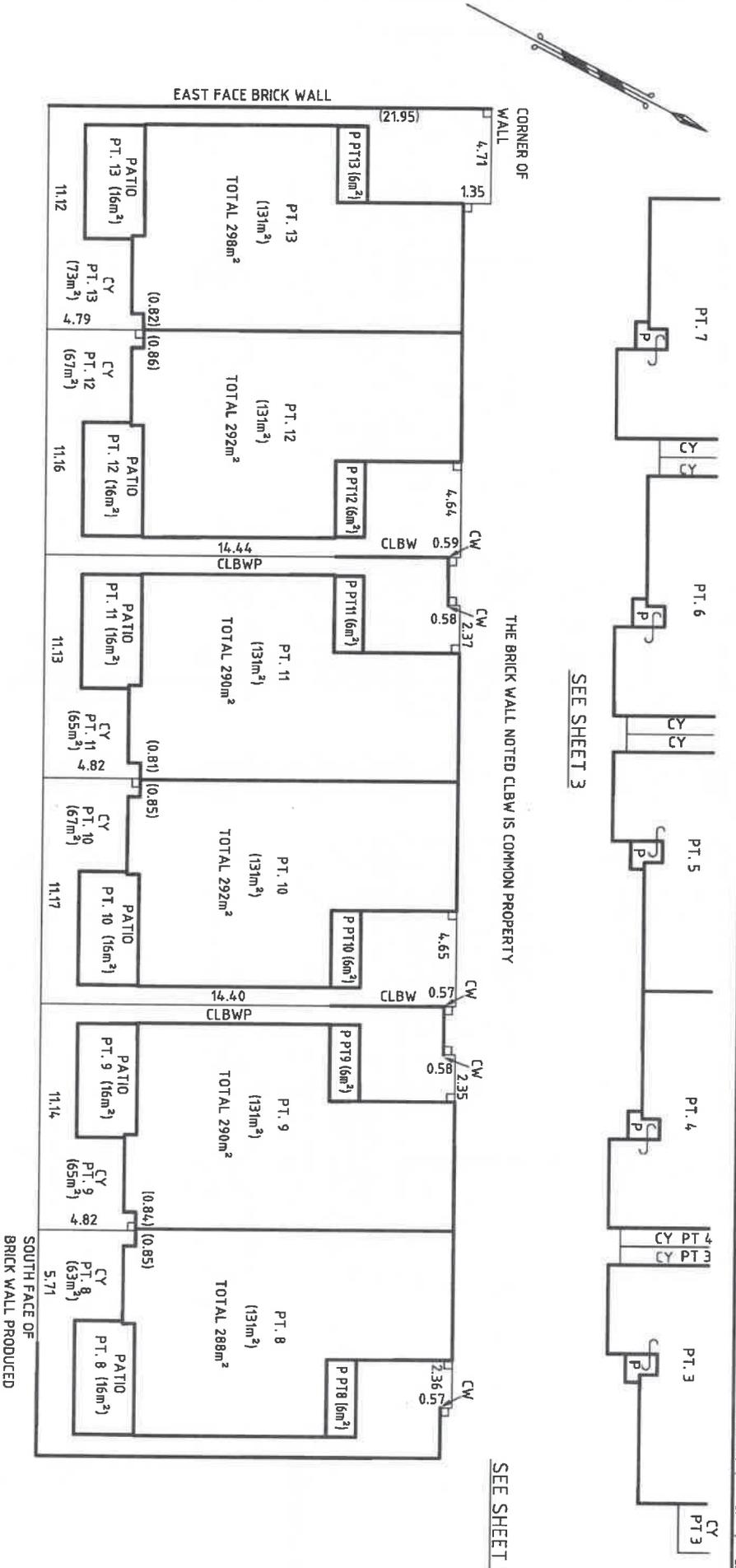
SEE SHEETS 5

THE HEIGHTS OF THE DECKS AND PATIOS ARE LIMITED TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.



GROUND FLOOR PLAN

SURVEYOR Name: CRAIG ROBSON Date: 18/8/2021 Reference: 19528	PLAN OF SUBDIVISION OF LOT 1 DP 1258289	L.G.A.: WINGECARRIBEE Locality: MOSS VALE Reduction Ratio 1:200 Lengths are in metres.	REGISTERED 22/10/2021	SP103680
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P DENOTES PATIO
 CLBWP DENOTES CENTRELINE OF BRICK WALL
 CLBWP DENOTES CENTRELINE OF BRICK WALL PRODUCED
 CW DENOTES CORNER OF BRICK WALL
 ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.
 THE DEPTH OF THE COURTYARDS EXTENDS TO 10 BELOW
 THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING GROUND FLOOR SLAB.
 THE HEIGHT OF THE COURTYARD EXTENDS TO 10 ABOVE
 THE UPPER SURFACE OF THEIR RESPECTIVE ADJOINING GROUND FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

¹⁴
 DEVELOPMENT LOT
 SEE SHEET 6

ALL STRUCTURES WITHIN THE COURTYARDS AND DECKS NOT SHOWN OR REFERRED TO IN THE PLAN FORM PART OF THEIR RESPECTIVE LOT WITH THE EXCEPTION OF COMMON SERVICES.
 ALL EXTERNAL WATER HEATERS AND RAINWATER TANKS IN COURTYARDS ARE PART OF THEIR RESPECTIVE LOTS AND ARE NOT COMMON PROPERTY.
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
 CY DENOTES COURTYARD
 THE HEIGHT OF THE PATIOS IS LIMITED TO 3 ABOVE
 THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

GROUND FLOOR PLAN

SURVEYOR Name: Date: Reference:	CRAIG ROBSON 18/8/2021 19528	PLAN OF SUBDIVISION OF LOT 1 DP 1258289	L.G.A.: WINGECARRIBEE Locality: MOSS VALE Reduction Ratio 1:200 Lengths are in metres.	REGISTERED 22/10/2021	SP103680
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ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

THE DEPTH OF THE COURTYARDS EXTENDS TO 10 BELOW THE UPPER SURFACE OF THEIR RESPECTIVE UNITS ADJOINING GROUND FLOOR SLAB.

THE HEIGHT OF THE COURTYARD EXTENDS TO 10 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS ADJOINING GROUND FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

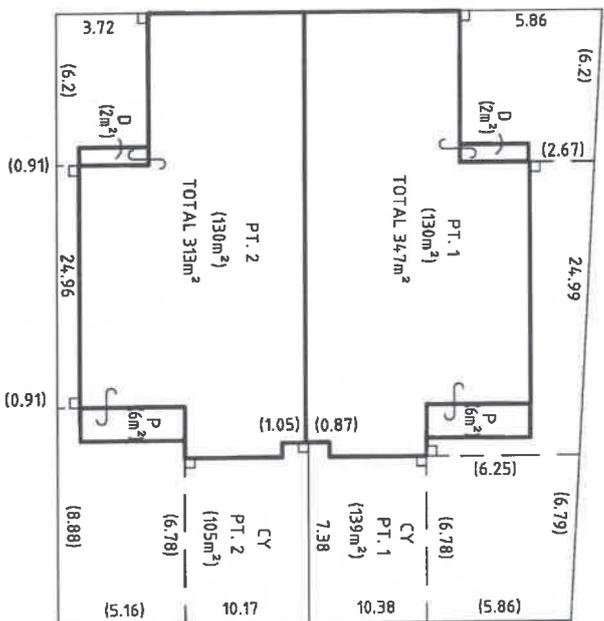
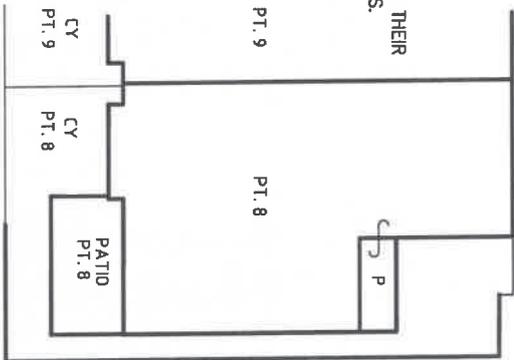
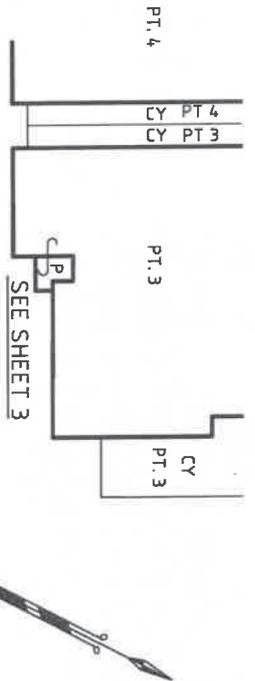
ALL STRUCTURES WITHIN THE COURTYARDS AND DECKS NOT SHOWN OR REFERRED TO IN THE PLAN FORM PART OF THEIR RESPECTIVE LOT WITH THE EXCEPTION OF COMMON SERVICES.

ALL EXTERNAL WATER HEATERS AND RAINWATER TANKS IN COURTYARDS ARE PART OF THEIR RESPECTIVE LOTS AND ARE NOT COMMON PROPERTY.

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

THE HEIGHT OF THE DECKS AND PATIOS ARE LIMITED TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HANDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

CY DENOTES COURTYARD
 D DENOTES DECK
 P DENOTES PATIO



GROUND FLOOR PLAN

SURVEYOR
 Name: CRAIG ROBSON
 Date: 18/8/2021
 Reference: 19528

PLAN OF SUBDIVISION OF LOT 1 DP 1258289

L.G.A.: WINGECARRIBEE
 Locality: MOSS VALE
 Reduction Ratio 1:200
 Lengths are in metres.

REGISTERED

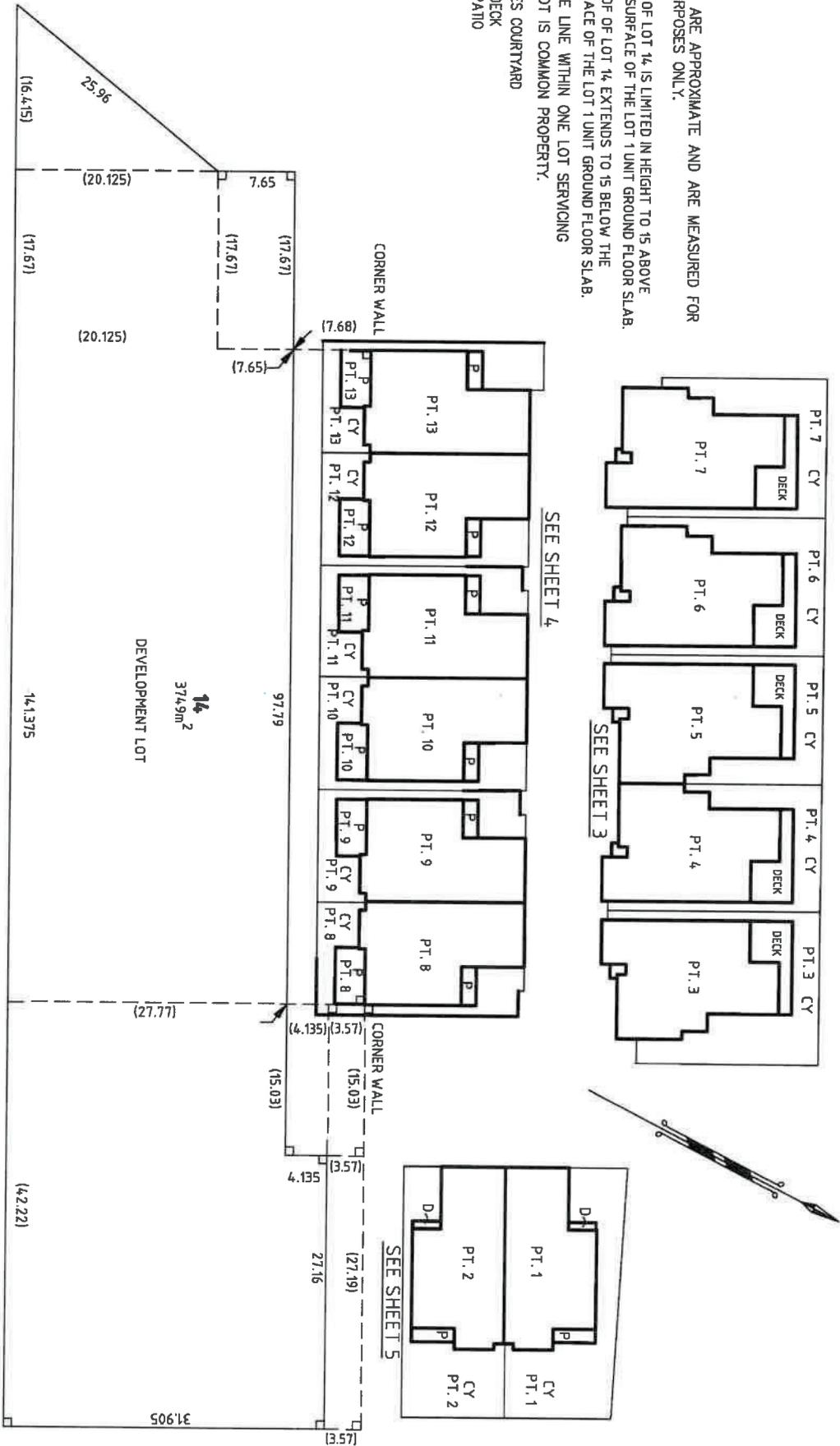
22/10/2021

SP103680

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

THE HEIGHT OF LOT 14 IS LIMITED IN HEIGHT TO 45 ABOVE THE UPPER SURFACE OF THE LOT 1 UNIT GROUND FLOOR SLAB. THE DEPTH OF LOT 14 EXTENDS TO 15 BELOW THE UPPER SURFACE OF THE LOT 1 UNIT GROUND FLOOR SLAB. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

CY DENOTES COURTYARD
 D DENOTES DECK
 P DENOTES PATIO



GROUND FLOOR

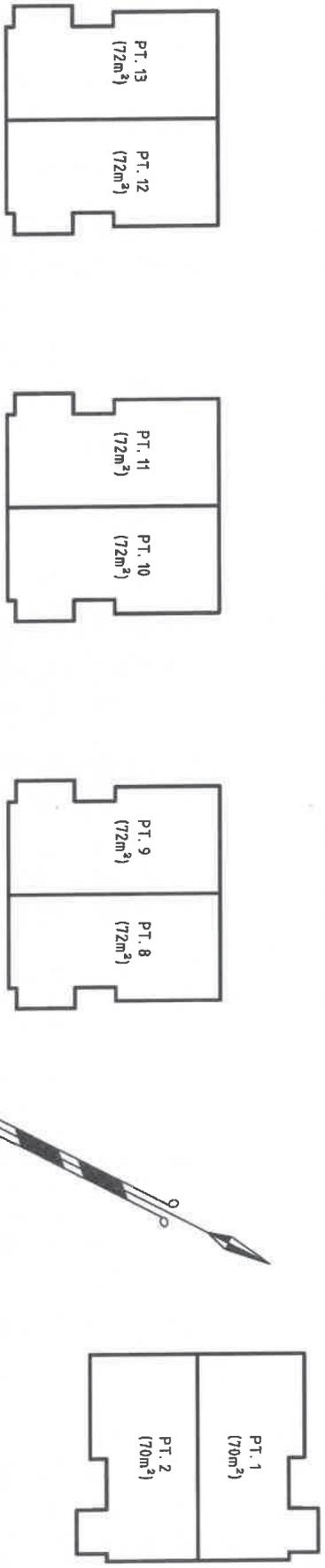
SURVEYOR
 Name: CRAIG ROBSON
 Date: 18/8/2021
 Reference: 19528

PLAN OF SUBDIVISION OF LOT 1 DP 1258289

L.G.A.: WINGECARRIBEE
 Locality: CRAIG ROBSON
 Reduction Ratio 1:400
 Lengths are in metres.

REGISTERED
 22/10/2021

SP103680



FIRST FLOOR PLAN

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

SURVEYOR Name: CRAIG ROBSON Date: 18/8/2021 Reference: 19528	PLAN OF SUBDIVISION OF LOT 1 DP 1258289	L.G.A.: WINGECARRIBEE Locality: MOSS VALE Reduction Ratio 1:250 Lengths are in metres.	REGISTERED  22/10/2021	SP103680
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WARNING: Creasing or folding will lead to rejection

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  22/10/2021		Office Use Only <h1 style="text-align: center;">SP103680</h1>
PLAN OF SUBDIVISION OF LOT 1 DP 1258289	LGA: WINGECARRIBEE Locality: MOSS VALE Parish: BONG BONG County: CAMDEN	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 33-35 KIRKHAM STREET MOSS VALE 2577	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) *The strata by laws lodged with the plan	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I CRAIG ROBSON of C ROBSON & ASSOCIATES PTY LTD Level 6 85-87 Smith Street Wollongong 2500 being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met.</p> <p>*The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate agreement to permit the encroachment has been created by ^</p> <p>Signature: <u>C. Robson</u> Date: 18-8-2021 Surveyor ID: 2282 Surveyor Reference: 19528</p> <p><small>^ Insert the deposited plan number or dealing number of the Instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I<u>ANNA ALLEN</u>..... being a Registered Certifier, accreditation number <u>BDC 2772</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Scheme Development Act 2015.</p> <p>*(a) This plan is part of a development scheme</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015</p> <p>Certificate Reference: <u>203/2021</u> Relevant Planning Approval No: <u>CDC 2021/59</u> issued by: <u>ANNA ALLEN</u> Signature: <u>ANNA ALLEN</u> Date: <u>22/09/2021</u></p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
<p><small>*Strike through if inapplicable</small></p>		

WARNING: Creasing or folding will lead to rejection

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Registered: 22/10/2021	SP103680	

VALUER'S CERTIFICATE

I, * LAUREN POPE of WBP GROUP (SOUTHEAST COAST & ACT) being a qualified valuer, as defined in the Strata Schemes Development Act 2015 by virtue of having membership with:

Professional Body : AUSTRALIAN PROPERTY INSTITUTE
 Class of membership..... AAPI, CPV
 Membership number..... 70514

certify that the unit entitlements shown in the schedule herewith were apportioned on 10/9/2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: Date 28/9/2021

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT	
LOT NO.	ENTITLEMENT
1	444
2	443
3	428
4	427
5	427
6	428
7	428
8	441
9	441
10	441
11	441
12	441
13	441
14	4329
TOTAL	10000

SP FORM 3.08 (Annexure) STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:  22/10/2021	SP103680

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

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

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	NOT AVAILABLE	33	KIRKHAM	STREET	MOSS VALE
1	NOT AVAILABLE	1/33	KIRKHAM	STREET	MOSS VALE
2	NOT AVAILABLE	2/33	KIRKHAM	STREET	MOSS VALE
3	NOT AVAILABLE	3/33	KIRKHAM	STREET	MOSS VALE
4	NOT AVAILABLE	4/33	KIRKHAM	STREET	MOSS VALE
5	NOT AVAILABLE	5/33	KIRKHAM	STREET	MOSS VALE
6	NOT AVAILABLE	6/33	KIRKHAM	STREET	MOSS VALE
7	NOT AVAILABLE	7/33	KIRKHAM	STREET	MOSS VALE
8	NOT AVAILABLE	8/33	KIRKHAM	STREET	MOSS VALE
9	NOT AVAILABLE	9/33	KIRKHAM	STREET	MOSS VALE
10	NOT AVAILABLE	10/33	KIRKHAM	STREET	MOSS VALE
11	NOT AVAILABLE	11/33	KIRKHAM	STREET	MOSS VALE
12	NOT AVAILABLE	12/33	KIRKHAM	STREET	MOSS VALE
13	NOT AVAILABLE	13/33	KIRKHAM	STREET	MOSS VALE
14	NOT AVAILABLE	14/33	KIRKHAM	STREET	MOSS VALE

THIS PLAN IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT WHICH IS FILED WITH THE STRATA PLAN.

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  22/10/2021			SP103680		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">① Any information which cannot fit in the appropriate panel of any previous administration sheets② Statement of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919③ Signatures and seals - see section 22 Strata Schemes Development Act 2015					
<p> _____ SOLICITOR/DIRECTOR/SECRETARY BENEDETTO FORTE</p> <p>BF INVESTMENTS PTY LTD ACN 003 287 429</p>					
Surveyor's Reference: 19528					

Approved Form 8	Strata Development Contract	Sheet 1 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

STRATA DEVELOPMENT CONTRACT - STRATA PLAN No. 103680

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over two stages.

Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 14 (inclusive);
- upon registration of Stage 1 it is intended to create development lot 14.

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being 18 August 2031.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

The developer has the right to occupy the part of the common property described in order to carry out the proposed development, being:

- (a) the full width of the main driveway adjacent to the Northern boundary of the Development Lot; and
- (b) the full area of the common property designated as the common property vehicle & pedestrian access adjacent to the northern boundary.
- (c) the four (4) visitor car spaces located adjacent to the northern boundary
- (d) the communal open space (common property) adjacent to the northern boundary.

The developer intends that, in occupying the above parts of the common property, it will do so in a manner that will not affect the ability of owners in Stage 1 to access their Strata Lots.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015*.

Approved Form 8	Strata Development Contract	Sheet 2 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

STAGE 2

Warranted Development - proposed development subject to a warranty

There is no Warranted Development in this stage.

Authorised Proposals - proposed development not subject to a warranty

(a) Description of development

The development the subject of the Second Stage comprises (3) double-storey brick and & FC clad buildings containing lock up garages and (7) single storey brick & FC clad buildings with lock up garages. The buildings are constructed of concrete floors and brick veneer and cladding external walls. The proposed building style, height and density are depicted by the Concept Plans attached to this Contract and described as "Concept Plan for the Second Stage".

(b) Common Property Amenities

There are no Common Property amenities in this Stage except for landscaping, gardens and on-site stormwater Detention storage and discharge.

(c) Schedule of Commencement and Completion

The Developer does not warrant commencement and completion dates.

(d) Schedule of Strata Lots

The total number of Strata Lots in the Second Stage is 10.

e) Working Hours

Construction will be carried out within the working hours permitted by the Development Consent.

DAY	HOURS
Monday to Saturday	7.00 am to 5.00pm
Sunday	Nil
Public Holidays	Nil

Approved Form 8	Strata Development Contract	Sheet 3 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

(f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development

Construction vehicles entering and exiting the site during this stage will do so via Kirkham Street.

(g) Landscaping

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent – Landscape Plan by Develop My Land drawing DML 17/017 Dwg L-01 Rev D.

(h) Schedule of Materials and Finishes

The development the subject of the Second Stage comprises (7) single storey & (3) double-storey buildings containing lock up garages. The buildings are constructed of concrete floors, and brick veneer and cladding external walls.

Approved Form 8	Strata Development Contract	Sheet 4 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

(i) **Vertical Staging**

The Developer does not warrant arrangements under this clause because there is no vertical staging in this stage.

(j) **Contribution to Common Property Expenses**

(i) The Developer is not obliged to contribute to those Common Property expenses relating to the use and maintenance of the Common Property in respect of the Development Lot the subject of this stage during any period on which construction on the Development Lot is not completed and the Development Lot not subdivided.

(ii) The Developer's contribution to those Common Property expenses relating to the use and maintenance of Common Property in respect of the Development Lot the subject of this stage arises once the Development Lot has been completed and subdivided, and the liability then applies in connection with those Strata Lots in the ownership of the Developer on a unit entitlement basis.

(k) **Proposed by-laws, management agreements, covenants, casements or dedications**

Not Applicable

Approved Form 8	Strata Development Contract	Sheet 5 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

Definitions

The following words have the following meanings:

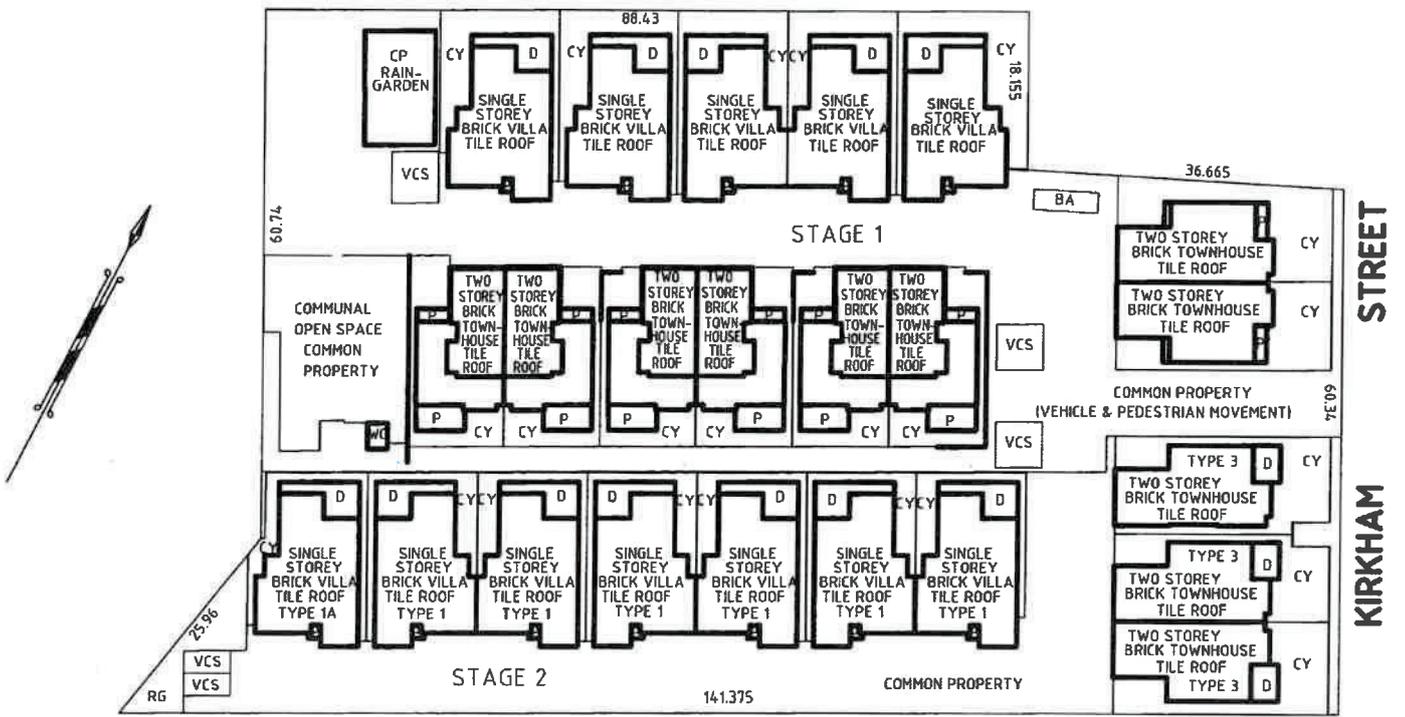
- (a) "Authorised Proposal" means development which the Developer is authorised to carry out but cannot be compelled to carry out.
- (b) "Common Property" means the common property in the Strata Scheme.
- (c) "Concept Plan" means the concept plan attached to, and forming part of, this Contract.
- (d) "Contract" means this strata development contract.
- (e) "Developer" means BF Investments Pty Ltd ACN 004 797 915.
- (f) "Development Act" means the *Strata Schemes Development Act 2015* (NSW).
- (g) "Development Consent" means the development consent pursuant to which the development the subject of this Contract is carried out being consent number DA-17/1788.
- (h) "Development Lot" means lot 14 in the Strata Plan.
- (i) "Parcel" means the parcel the subject of the Strata Scheme.
- (j) "Strata Lot" means a lot in the Strata Plan.
- (k) "Strata Plan" means the strata plan the subject of this Contract registered number
- (l) "Strata Scheme" means the strata scheme constituted by registration of the Strata Plan.
- (m) "Warranted Development" means development which the Developer warrants to carry out and may be compelled to carry out.

Approved Form 8	Strata Development Contract	Sheet 6 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

**CONCEPT PLAN FOR STAGE 2
SUBDIVISION OF DEVELOPMENT LOT 14**

The following ten (10) pages comprise the Concept Plan for Stage 2

Approved Form 8	Strata Development Contract	Sheet 7 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only
		SP103680

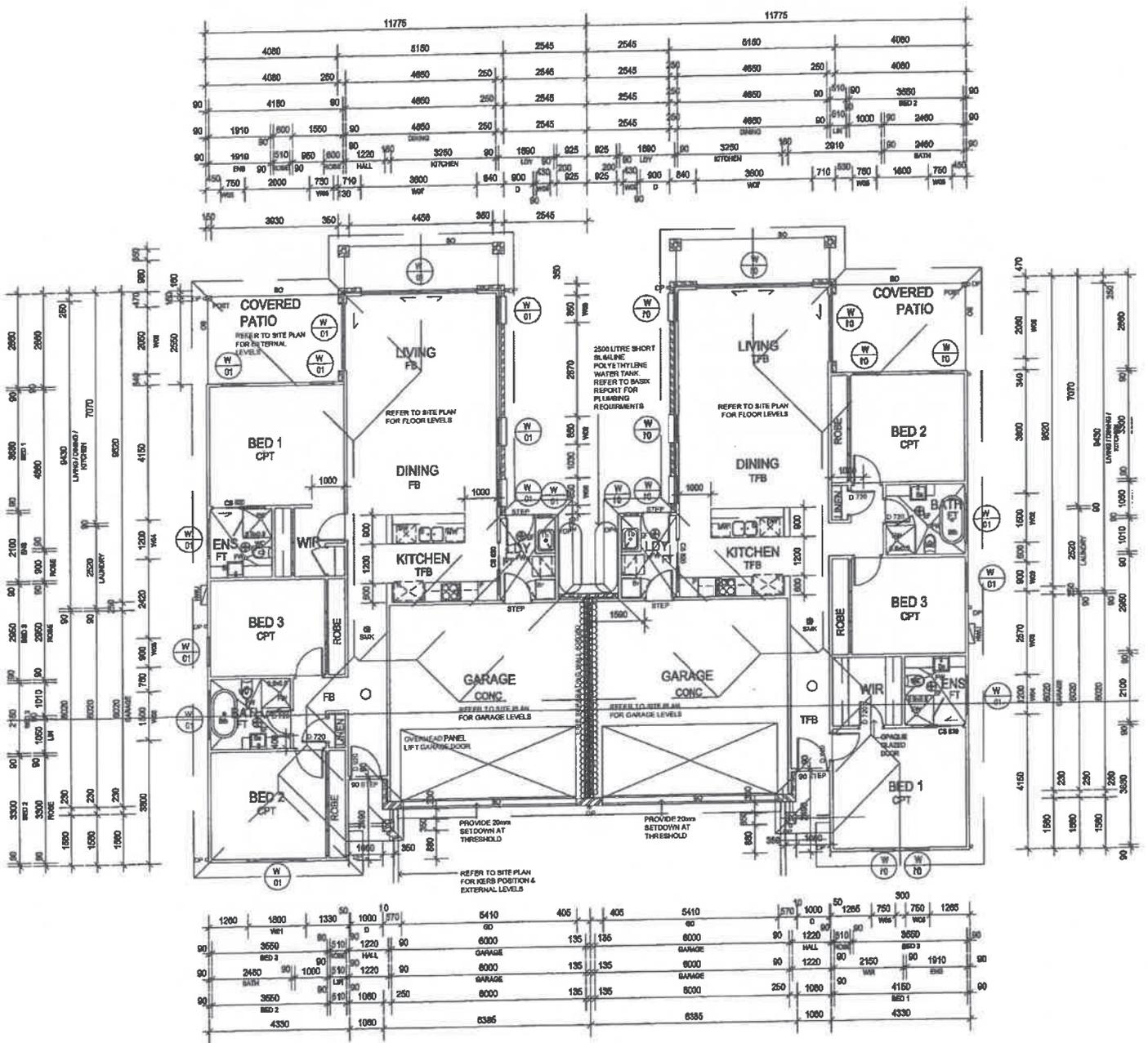


- CY DENOTES COURTYARD
- D DENOTES DECK
- P DENOTES PATIO
- VCS DENOTES VISITOR CAR SPACE (COMMON PROPERTY)
- WC DENOTES WATER CLOSET (COMMON PROPERTY)
- BA DENOTES BIN AREA (COMMON PROPERTY)
- RG DENOTES RAIN GARDEN (COMMON PROPERTY)

SCALE 1:800

SITE PLAN

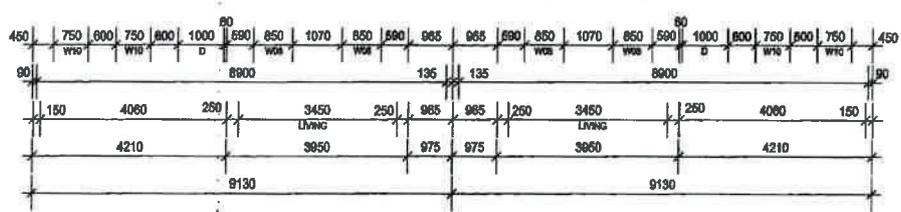
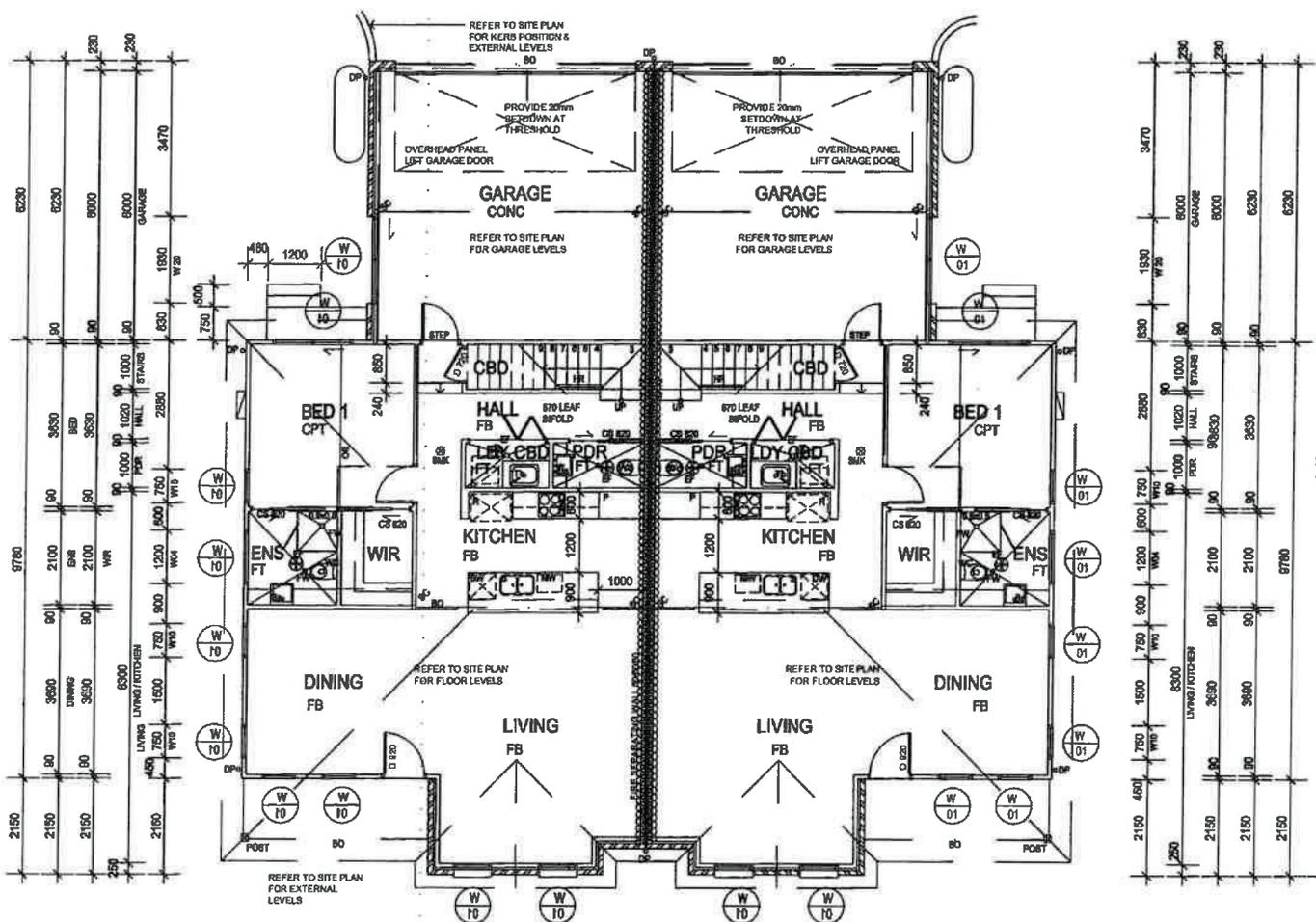
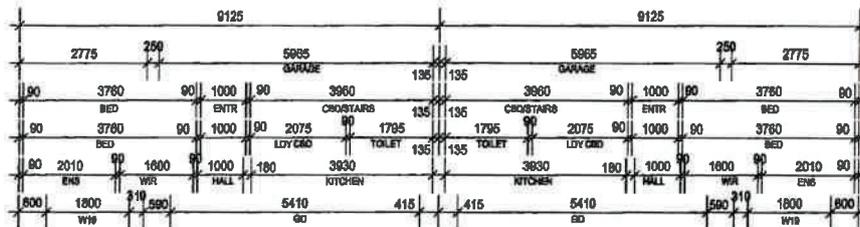
Approved Form 8	Strata Development Contract	Sheet 8 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only
		SP103680



TYPE 1
 UNITS 18-24
 GROUND FLOOR

SCALE 1:175

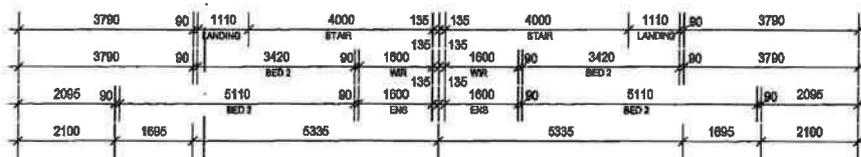
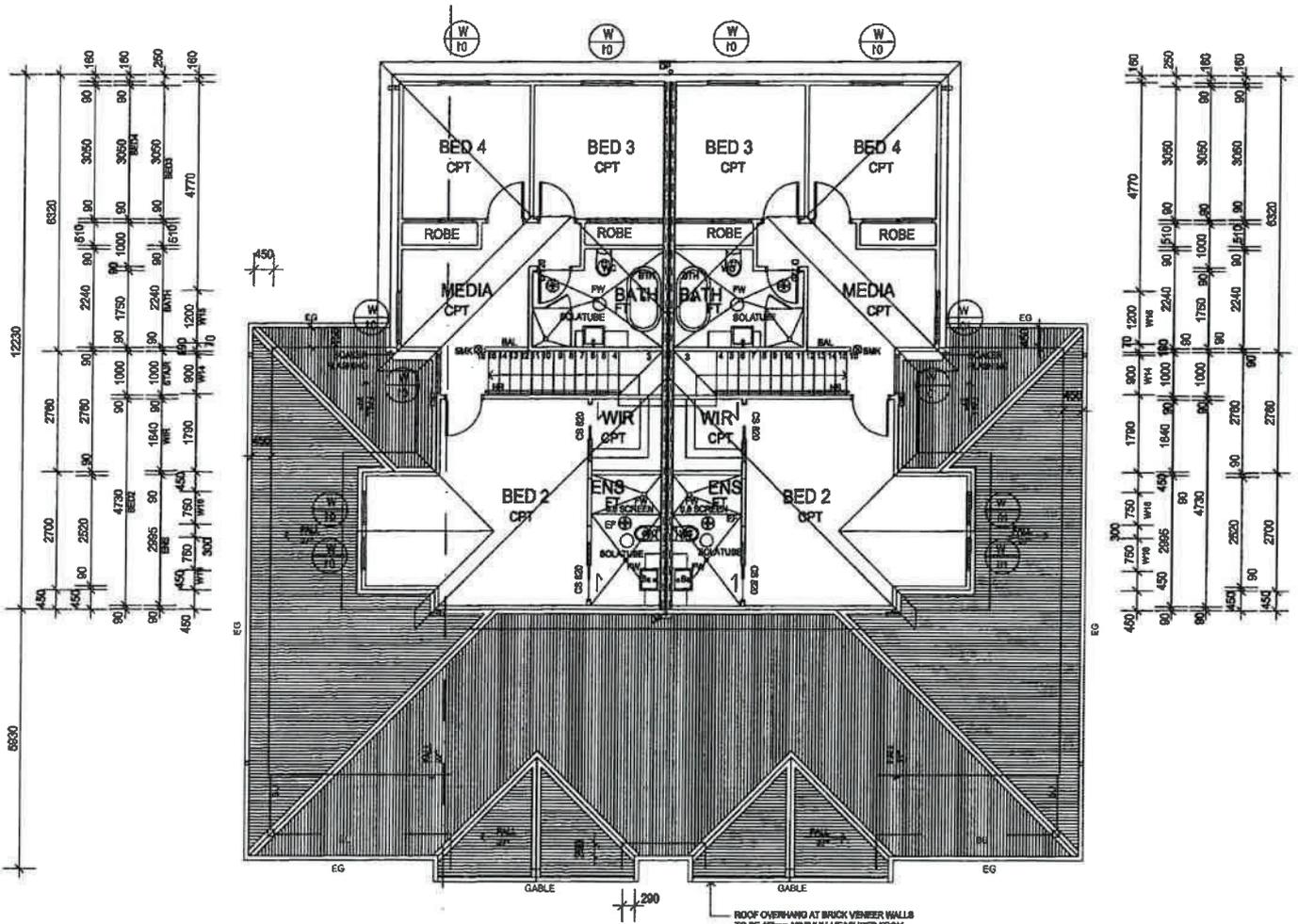
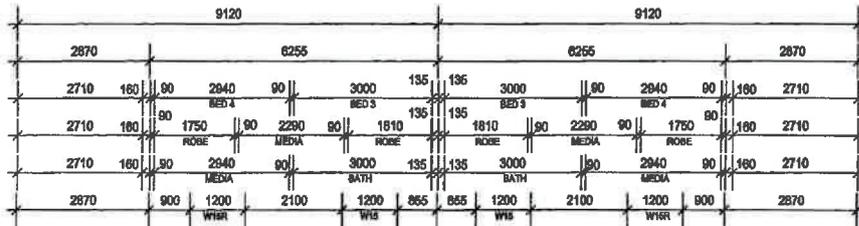
Approved Form 8	Strata Development Contract	Sheet 9 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only
		SP103680



TYPE 3
 UNITS 15-16
 GROUND FLOOR

SCALE 1:150

Approved Form 8	Strata Development Contract	Sheet 11 of 18 sheet(s)
Registered: 22/10/2021	Office Use Only	Office Use Only
		SP103680

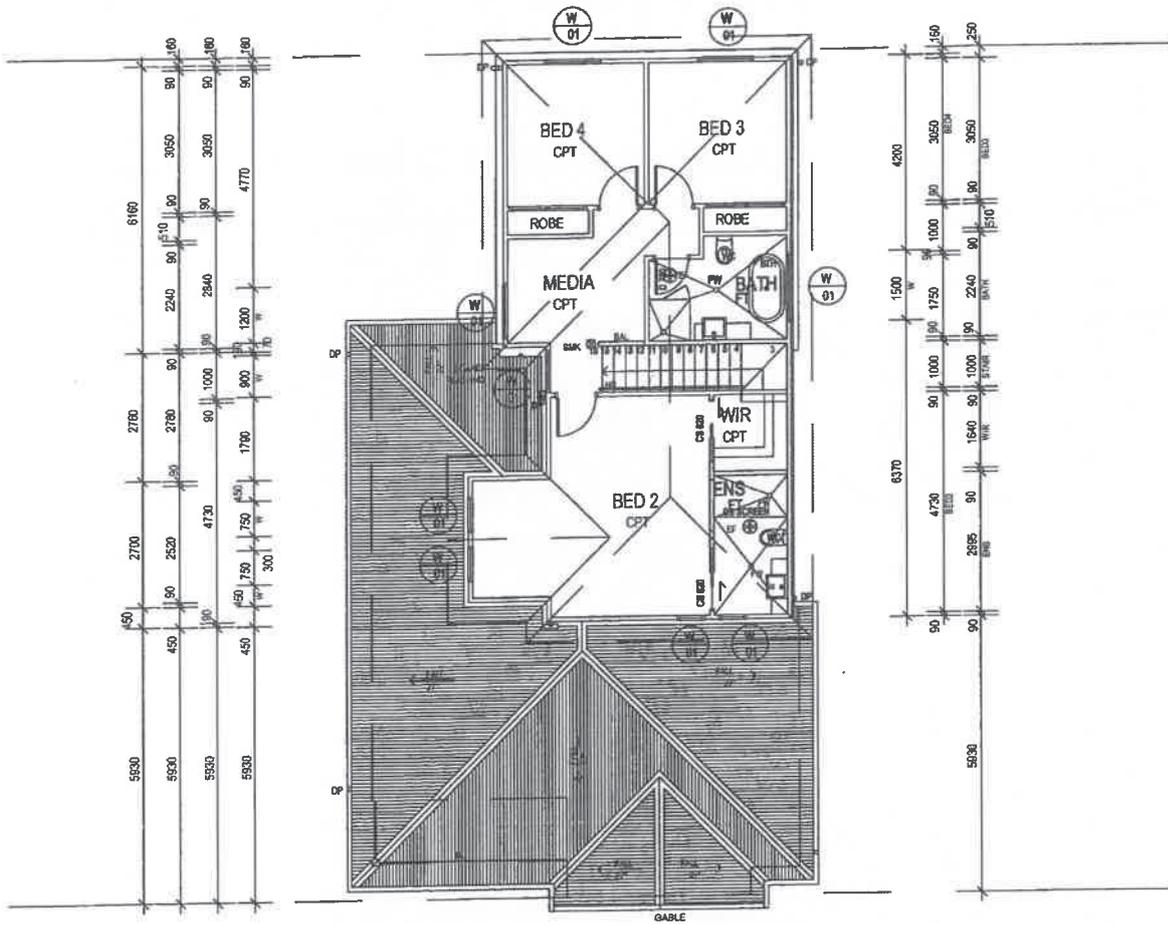


SCALE 1:150

TYPE 1
UNITS 18-24
FIRST FLOOR

Approved Form 8	Strata Development Contract	Sheet 12 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only SP103680

2870			6210			160
2870	90	2940	90	3000	90	180
2870	90	1750	90	2290	90	160
2870	90	2940	90	3000	90	160
		MEDIA		BATH		
3790	90	1110		4000	90	160
				STAIR		
2855	900	1200	2100	1200	810	160
		W		W		

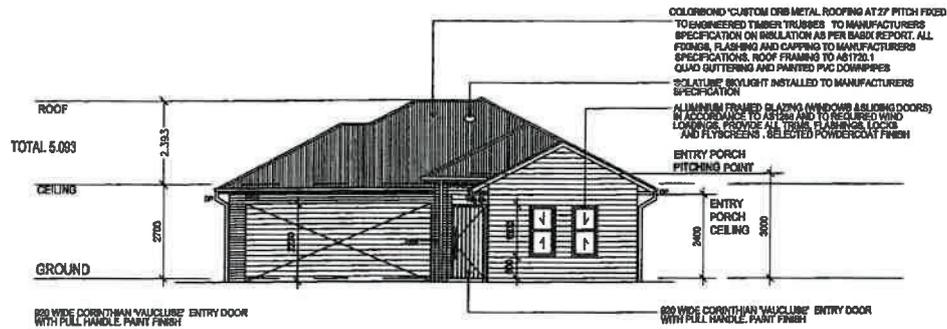


2100	1690	2600	300	990	160
			W	W	
3790	90	3420	90	1600	90
2095	90	5110	90	1600	90
3790		5290			180

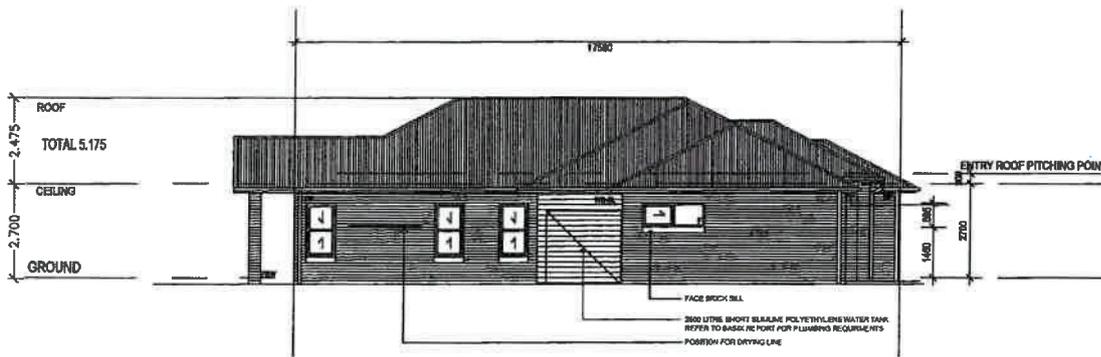
TYPE 3 TOWNHOUSE MIRROR REVERSED
UNIT 17

SCALE 1:150

Approved Form 8	Strata Development Contract	Sheet 13 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only
		SP103680



SOUTH EAST ELEVATION



SOUTH WEST ELEVATION

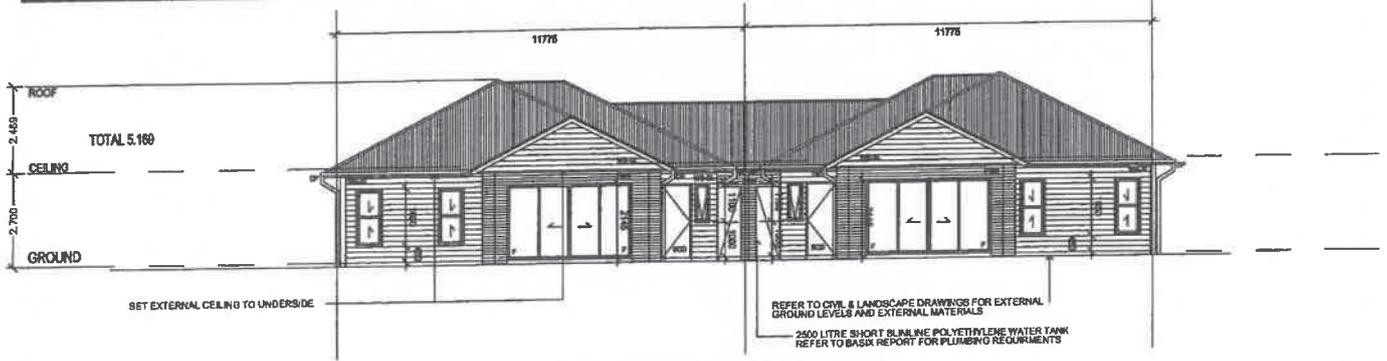


NORTH EAST ELEVATION

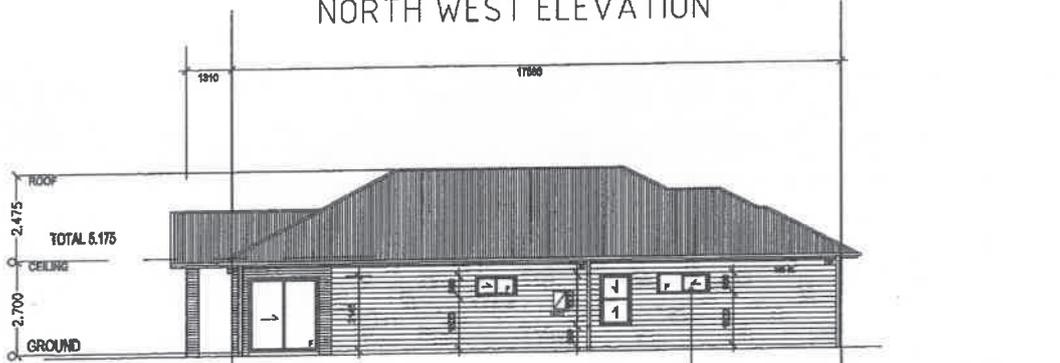
UNIT TYPE 1A
 UNIT 24
 SECTIONS

SCALE 1:200

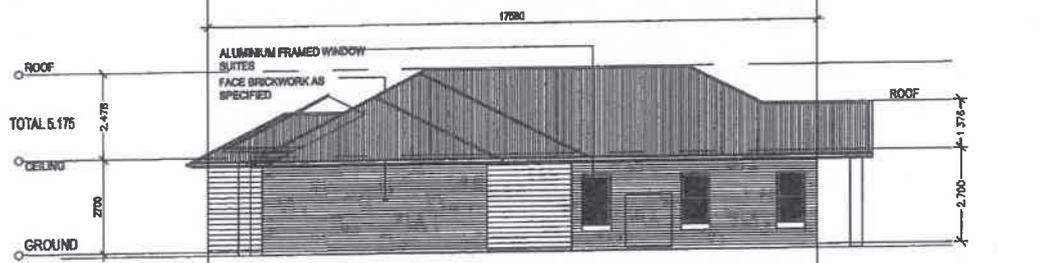
Approved Form 8	Strata Development Contract	Sheet 14 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only
		SP103680



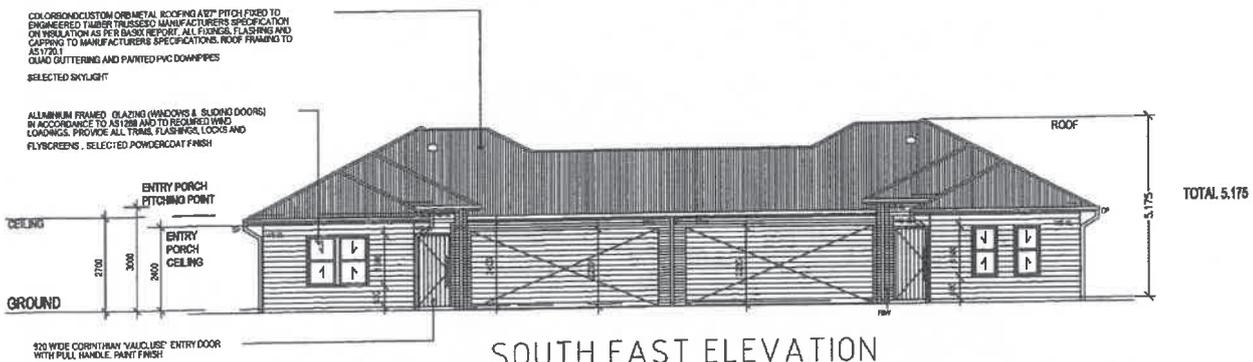
NORTH WEST ELEVATION



SOUTH WEST ELEVATION



NORTH EAST ELEVATION

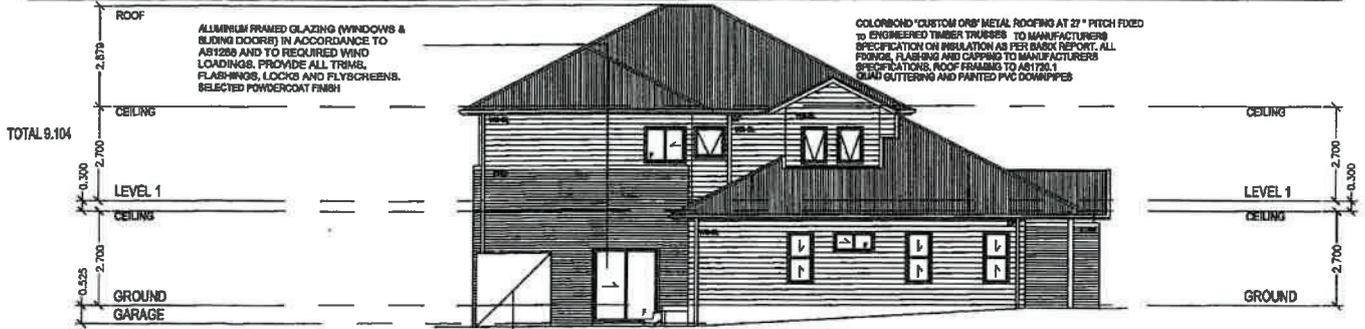


SOUTH EAST ELEVATION

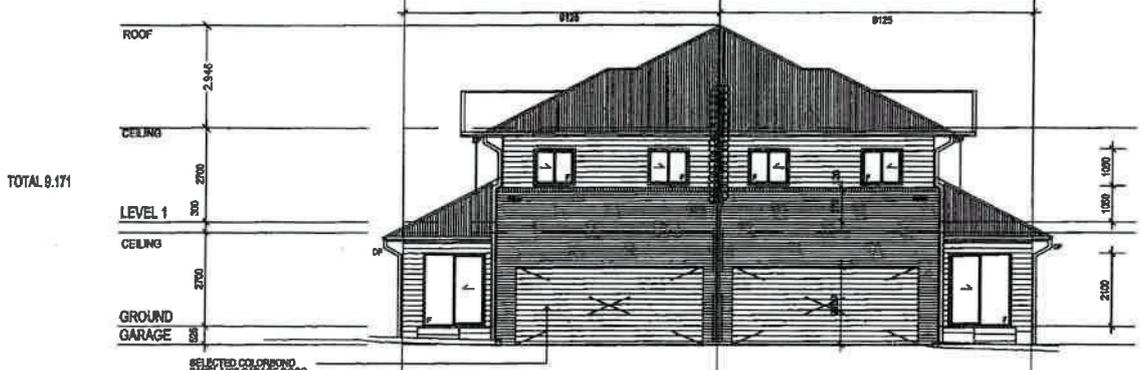
SCALE 1:200

SECTIONS TYPE 1 UNITS 18-23

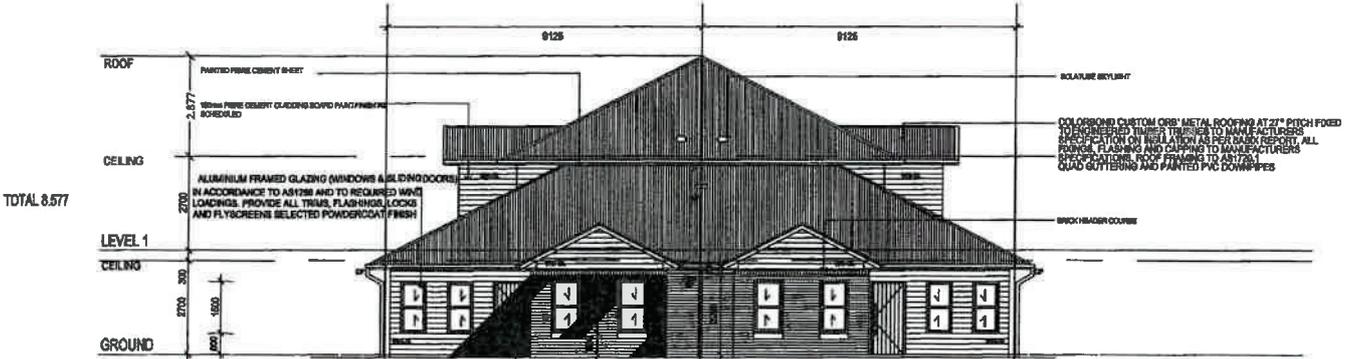
Approved Form 8	Strata Development Contract	Sheet 15 of 18 sheet(s)
Registered:  22/10/2021	Office Use Only	Office Use Only
		SP103680



SOUTH EAST ELEVATION



SOUTH WEST ELEVATION



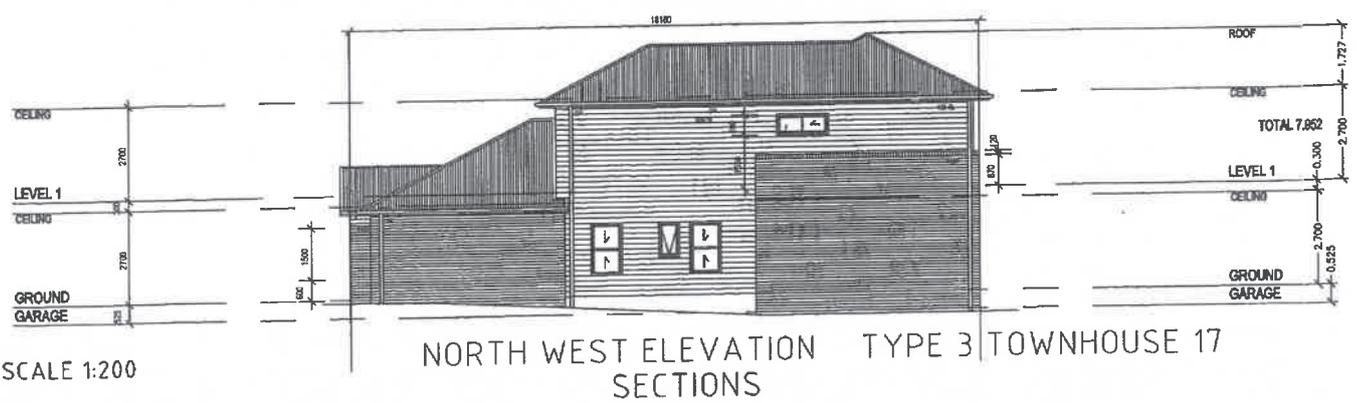
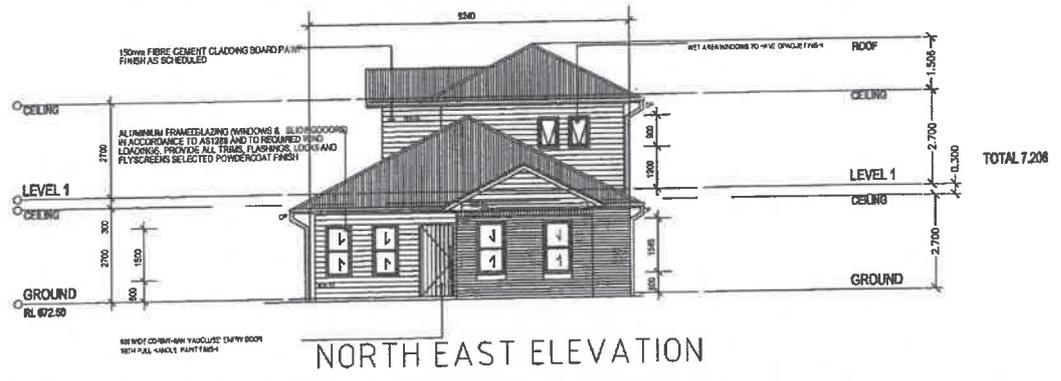
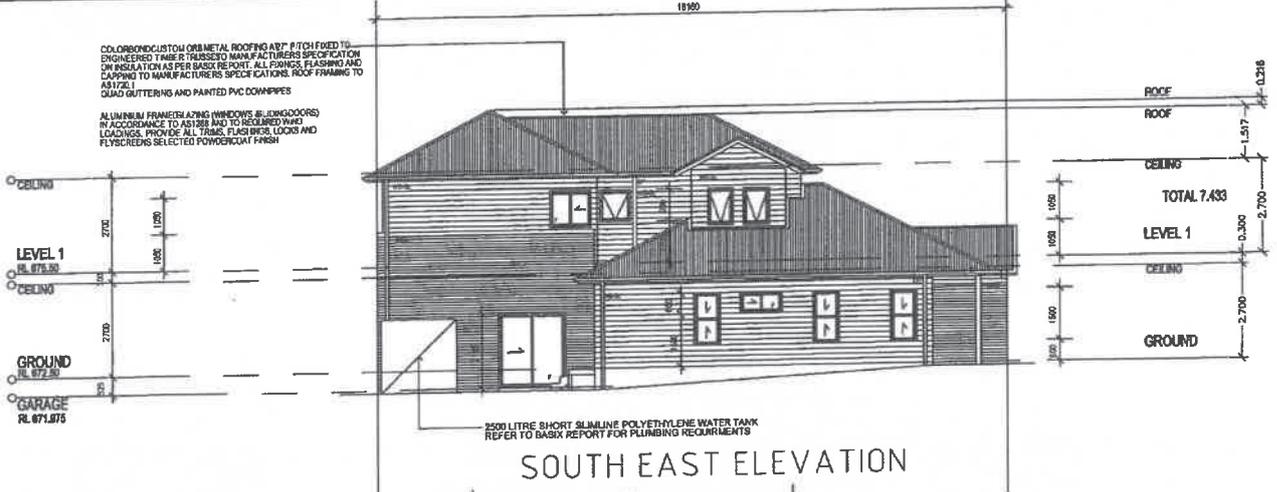
NORTH EAST ELEVATION



NORTH WEST ELEVATION

SCALE 1:200
 SECTIONS
 TYPE 3
 UNITS 15-16

Approved Form 8	Strata Development Contract	Sheet 16 of 18 sheet(s)
Registered:	Office Use Only	Office Use Only
 22/10/2021	SP103680	



SCALE 1:200

TYPE 3 TOWNHOUSE 17 SECTIONS

Approved Form 8	Strata Development Contract	Sheet 17 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

SIGNATURES, CONSENTS, APPROVALS

Signature of registered proprietor

Executed by BF Investments Pty Ltd)
ACN 003 287 429 in accordance with section 127)
of the *Corporations Act 2001 (C'th)*)

.....*B. Forte*.....
Signature of Sole Director/Secretary

Benedetto Forte

Approved Form 8	Strata Development Contract	Sheet 18 of 18 Sheets
Registered:  22/10/2021	Office use only	Office use only SP103680

CERTIFICATE OF PLANNING AUTHORITY

The Registered Certifier (insert name) ANNA ALLEN Registered No: BDC 2772

Certifies that the carrying out of the permitted development described as "warranted development" and "authorised proposals" in Strata Development Contract would not contravene:

- (i) The conditions of relevant approval issued by a planning authority in respect of the strata parcel; or
- ii) ~~The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (indicate exception if applicable)~~

.....
.....

Date: 22/09/2021

Certificate Reference: CDC 2021/59

Signed by: ANNA ALLEN
Registered Certifier

Signature: 

This is the certificate referred to in Section 75(2) Strata Schemes Development Act 2015 (NSW)

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 1 Sheet)

DP1093300

Subdivision of Lot 27 and 28 DP 264009 covered by
Subdivision Certificate No. of 2005

3885/05

Full name and address of the
Owner of the land: Albert Alexander Fraser and Lorraine Patricia Fraser, 31
Kirkham Street, Moss Vale, NSW

R & M Reurich (Holdings) Pty Limited ACN 001 143 291
Ryans Lane, Fitzroy Falls, NSW

Part 1 (Creation)

Number of item Shown in the intention panel on the plan.	Identity of easement, profits a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s) or parcel(s)	Benefited lot(s), road(s) bodies or Prescribed Authorities
1	Easement to drain water 2 wide	2	1

Signed in my presence by Albert
Alexander Fraser and Lorraine
Patricia Fraser Who are personally
known to me

A. A. Fraser

L. Fraser

Signature of Witness

Name of Witness (BLOCK LETTERS)

DAVID JAMES CUMMINS
52 Wingecarribee Street
Berrigalong NSW 2576
Solicitor

Address and Occupation of Witness

EXECUTED by R & M Reurich (Holdings) Pty
Limited ACN 001 143 291 pursuant to
Section 127 Corporations Act 2001

Director/Secretary

Name of office bearer

Position held

R. Reurich

ROBYN JOAN REURICH

Secretary

Director/Secretary

Name of office bearer

Position held

M. Reurich

MARTIN REURICH

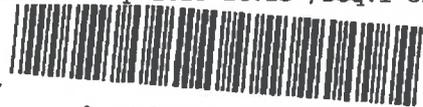
Director



fraser88B

Form: 01TCV
 Release: 2.0
 www.lands.nsw.gov.au

**TRANSFER
 INCLUDING COVEN**



AC203115Y

① New South Wales
 Real Property Act 1900

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

STAMP DUTY

Office of State Revenue use only	NEW SOUTH WALES DUTY 17-02-2006 0002153896-001 SECTION 18(2) DUTY \$ *****2.00
----------------------------------	---

(A) **TORRENS TITLE**

2/1093300 , PART BEING THE PART FORMERLY IN 28/264009

(B) **LODGED BY**

Document Collection Box 39U	Name, Address or DX and Telephone THOMSON LLPN: 123840P LAWPOINT GALLOWAYS Phone: (02) 9233 1011 DX 340 SYDNEY	CODE T
Reference: ILLCO - REURICH		

(C) **TRANSFEROR**

ALBERT ALEXANDER FRASER & LORRAINE PATRICIA FRASER

(D)

The transferor acknowledges receipt of the consideration of \$ 320,000.00 and as regards the land specified above transfers to the transferee an estate in fee simple

(E)

and the TRANSFEEE covenants with the TRANSFEROR as set out in schedule 1 hereto.

(F)

Encumbrances (if applicable):

(G) **TRANSFEEE**

R & M REURICH (HOLDINGS) PTY LIMITED (ACN 001 143 291)

TENANCY:

(H) **DATE**

22 MAR 2006

(I) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Transferor.

Signature of witness: X L. Lowden

Signature of Transferor: X A. P. Fraser

Name of witness: X LES LOWDEN

X L. Fraser

Address of witness: X NO 3 4749 ARTHUR ST
MOSS VALE

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

Corporation: R & M REURICH (HOLDINGS) PTY LIMITED ACN 001 143 291
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]

Signature of authorised person: [Signature]

Name of authorised person: MARTIN REURICH
 Office held: DIRECTOR

Name of authorised person: ROBYN JOAN REURICH
 Office held: SECRETARY

(12/2/2006)

(J) SCHEDULE 1 TO TRANSFER:

(K) Dated: _____

From: ALBERT ALEXANDER FRASER & LORRAINE PATRICIA FRASER

To: R & M REURICH (HOLDINGS) PTY LIMITED (ACN 001 143 291)

(L) Land benefited by covenant: Lot 1 DP 1093300

Land burdened by covenant: Lot 2 DP 1093300

(M) Terms of the covenant:

The Transferee covenants with the Transferor but only during the ownership of the residue of the Transferor's land being Lot 1 in DP 1093300 ("the benefited land") by the Transferor that the Transferee shall not erect any fence or wall on the land transferred to divide it from the benefited land without the consent of the Transferor who shall not withhold that consent if the fence or wall is erected without expense to the Transferor.

It is agreed and declared that -

a. the land to which the benefit of the restriction is appurtenant as all parts of the benefited land;

b. the land which is subject to the burden of the restriction is the land transferred; and

c. no person other than the person owning a part of the land having the benefit of the restrictive covenant has the right to release, vary or modify it in relation to that part and no other person's consent is required to a release, variation or modification of that covenant in relation to that part.

(N) Signature of witness: X *L. Spuden*

Signature of witness: *Martin Reurich*
MARTIN REURICH

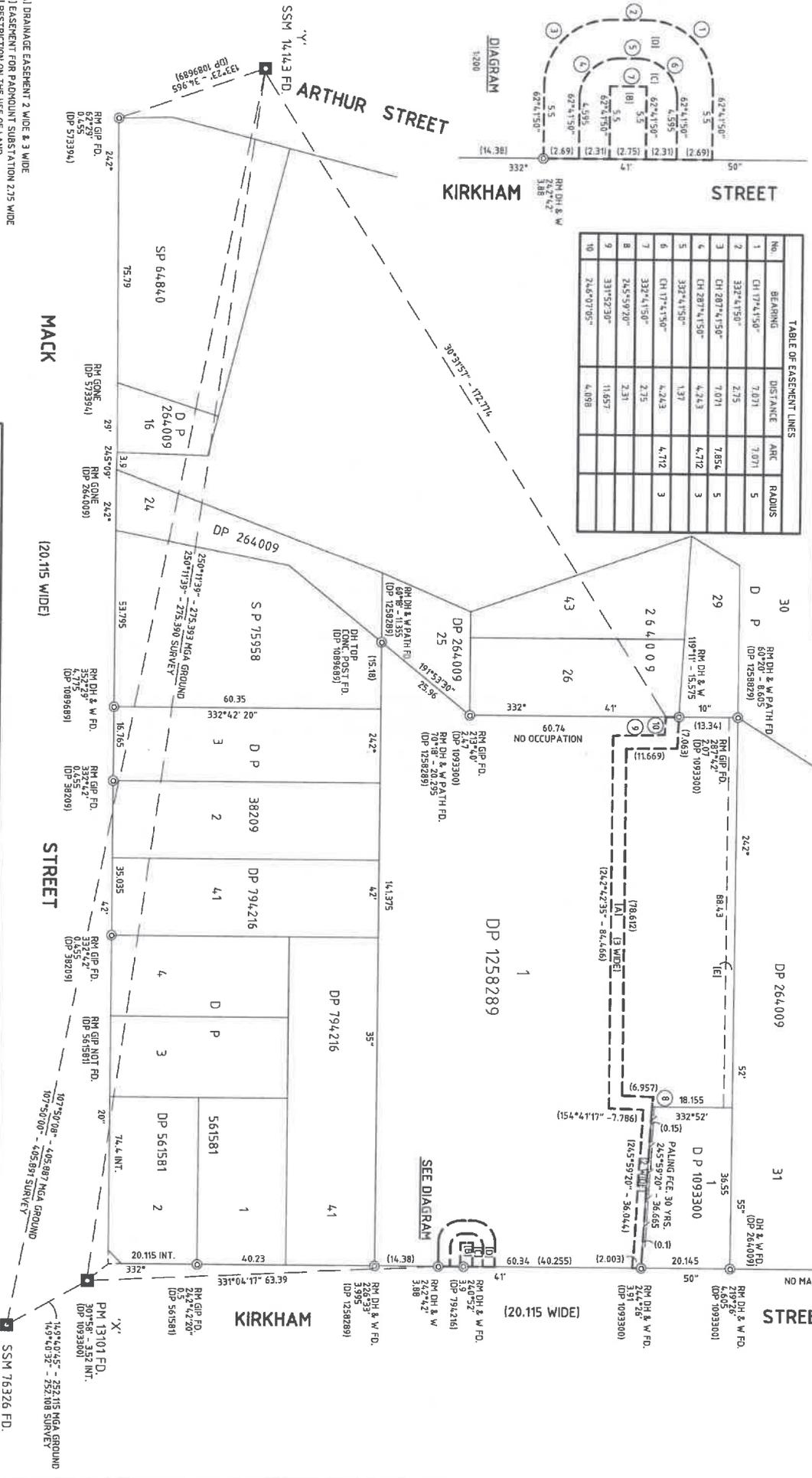
Signature of transferor: *Albert Fraser*
L. Fraser

Signature of transferee: *Robin Jean Reurich*
ROBYN JEAN REURICH

COORDINATE TABLE						
MARK	MGA COORDINATES	CLASS	PU	LU	METHOD	STATE
SSM 1414.3	EASTING 258 797.239 NORTHING 6 173 304.843	B	0.02	0.03	FROM SCMS	FOUND
PM 13101	259 056.395 6 173 398.174	B	0.02	0.03	FROM SCMS	FOUND
SSM 76326	259 183.699 6 173 180.500	B	0.02	0.03	FROM SCMS	FOUND

DATE OF SCMS COORDINATES 17-8-2021
 MGA ZONE:56 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR: 1.002056

No.	BEARING	DISTANCE	ARC	RADIUS
1	CH 17°41'50"	7.071	7.071	5
2	332°41'50"	2.715		
3	CH 287°41'50"	7.071	7.854	5
4	CH 287°41'50"	4.243	4.712	3
5	332°41'50"	1.371		
6	CH 17°41'50"	4.243	4.712	3
7	332°41'50"	2.715		
8	245°59'20"	2.31		
9	331°52'30"	11.657		
10	246°07'05"	4.098		



(A) DRAINAGE EASEMENT 2 WIDE & 3 WIDE
 (B) EASEMENT FOR PADDOCK SUBSTATION 2.75 WIDE
 (C) RESTRICTION ON THE USE OF LAND
 (D) RESTRICTION ON THE USE OF LAND
 (E) EASEMENT TO DRAIN WATER 2 WIDE (DP 1093300)

SURVEYOR
 Name: CRAIG ROBSON
 Date: 17/8/2021
 Reference: 19528-2

PLAN OF EASEMENTS OVER LOT 1
 DP 1258289

LGA: WINGECARRIBEE
 Locality: MOSS VALE
 Subdivision No.
 Lengths are in metres. Reduction Ratio 1:600

REGISTERED
 22.10.2021

DP1271191

WARNING: Creasing or folding will lead to rejection

PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheets
Registered:  22.10.2021 Title System: TORRENS	Office Use Only <h1>DP1271191</h1>	
PLAN OF EASEMENTS OVER LOT 1 DP 1258289	LGA: WINGECARRIBEE Locality: MOSS VALE Parish: BONG BONG County: CAMDEN	
<p style="text-align: center;">Survey Certificate</p> I, <u>CRAIG ROBSON</u> of <u>C. ROBSON & ASSOCIATES PTY LTD</u> <u>LEVEL 6, 85-87 SMITH STREET WOLLONGONG 2500</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that : *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>17/8/2021</u> *(b) The part of the land shown in the plan (being "excluding ".....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: <u>'X' - 'Y'</u> Type: *Urban/*Rural The terrain is *Level-Undulating/* Steep-Mountainous . Signature: <u>C. Robson</u> Dated: <u>18/8/2021</u> Surveyor Identification No: <u>2282</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:..... Date:..... File Number:..... Office:.....	
<p>Plans used in the preparation of survey/compilation</p> DP 1093300 DP 1258289 DP 157018 DP 264009 DP 561581 DP 794216 DP 1089689 DP 573394 DP 38209 If space is insufficient continue on PLAN FORM 6A	<p style="text-align: center;">Subdivision Certificate</p> I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of Endorsement: Subdivision Certificate number: File number: * Strike through if inapplicable.	
Surveyor's Reference: 19528-2	Signatures, seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:



22.10.2021

Office Use Only

Office Use Only

PLAN OF EASEMENTS OVER LOT 1 DP 1258289

DP1271191

Subdivision Certificate No:

Date of Endorsement:

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c), *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals - see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. DRAINAGE EASEMENT 2 WIDE AND 3 WIDE (A)
2. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. RESTRICTION ON THE USE OF LAND (D)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	33-35	KIRKHAM	STREET	MOSS VALE

Benedetto Forte

SOLE DIRECTOR/SECRETARY
BENEDETTO FORTE

BF INVESTMENTS PTY LTD

ACN 003 287 429

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19528-2

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88h Conveyancing Act 1919.

(Sheet 1 of 8 Sheets)

Plan: DP1271191

Plan of Easements over Lrt 1 DP 1258289

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

B F Investments Pty Limited
 32 Kingsford Street
 Fairy Meadow 2519

Part 1 (Creation)

Number of items shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Drainage Easement 2 Wide and 3 Wide [A]	1/1258289	Wingecarriee Shire Council
2	Easement for Padmount Substation 2.75 Wide [B]	1/1258289	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3	Restriction on the Use of Land [C] (Part of Lot)	1/1258289 (PART OF LOT)	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
4	Restriction on the Use of Land [D] (Part of Lot)	1/1258289 (PART OF LOT)	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)


 Benedetto Forte

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919.

(Sheet 2 of 8 Sheets)

Plan: **DP1271191** Plan of Easements over Lot 1 DP 1258289

Part 2 (Terms)

Terms of Drainage Easement 2 Wide and 3 Wide [A] numbered 1 in the Plan.

Full and free right for the authority benefited by this easement ("the Council"), and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the site of this easement ("the Site"), together with the right to use, for the purpose of the easement, any line pipes and/or open channel and /or other drainage structure already laid within the site, or any pipe or pipes or other structure in replacement or in substitution therefore and, where no such line of pipes or other structure exists, to lay, place and maintain a line of pipes of sufficient internal diameter or other structure of sufficient dimensions and together with the right for the Council and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Site and such other parts of the lots burdened by the easement as is necessary for the purposes, to enter upon the Site and such other parts of the lots burdened by this easement as is necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, renewing or modifying such pipe line or other structure or any part thereof and, for any of the aforesaid purposes, to open the soil of the site to such extent as may be necessary and to remove and carry away all or any of the clay, sand, gravel, stones, earth and materials which shall be taken out of the site and/or to use all or any part thereof in the making, laying out, construction and maintenance of a drain and/or to leave the same or any part or parts thereof upon the site, and in relation to this easement, the proprietor of the site ("the Proprietor") hereby covenants with the Council—

- (a) that the Proprietor will not permit or suffer any act, deed, matter or thing whereby the said drain or line of pipes or other structure will or shall be likely to become injured or damaged or whereby the Council shall be prevented from or hampered in exercising its rights pursuant to this easement;
- (b) that the Proprietor will not interfere with the free passage and conveyance of water through the said drain or line of pipes or other structure;

- (c) that if the Proprietor shall do permit or suffer any act, deed, matter or thing whereby the said drain or line of pipes or other structure shall be injured or damaged or shall interfere with the free passage and conveyance of water through the same the Proprietor shall forthwith at the expense of the Proprietor properly and substantially repair and made good all such injury or damage and shall restore the free passage and conveyance of water through the said line of pipes or other structure and do all things necessary or expedient for the said purposes or any of the; and


.....
Benedetto Forte

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 86h Conveyancing Act 1919.

(Sheet 3 of 8 Sheets)

Plan: DP1271191 Plan of Easements over Lot 1 DP 1258289

- (d) that the Proprietor will not without written consent and approval in writing of the Council first had and obtained or otherwise as the Council may impose;
- (i) erect, construct or place upon the Site, or permit to be erected constructed or placed thereon, any building or other structure whatever of any pavement; or
- (ii) make or permit to be made any alteration to the existing surface levels of the Site by any means whatsoever.

2. Terms of Easement for Padmount Substation 2.75 Wide [B] numbered 2 in the Plan.

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of body whose consent is required to release vary or modify the terms of Easement for Padmount Substation 2.75 Wide [B] numbered 2 in the plan.

Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

3. Terms of Restriction on the Use of Land [C] (Part of Lot) numbered 3 in the plan.

1.0 Definitions

- 1.1 ~~120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.~~
- 1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 erect includes construct, install, build and maintain.


Benedetto Forte

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919.

(Sheet 4 of 8 Sheets)

Plan: **DP1271191** Plan of Easements over Lot 1 DP 1258289

- 1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
 - 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of body whose consent is required to release vary or modify the terms of Restriction on the Use of Land [C] numbered 3 in the plan.

Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)


Benedetto Forte

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 8 Sheets)

Plan: **DP1271191** Plan of Basements over Lot 1 DP 1234289

4. Terms of Restriction on the Use of Land [D] (Part of Lot) numbered 4 in the plan.

4.1 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

4.2 Definitions:

"erect" includes construct, install, build and maintain.

"restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

Name of body whose consent is required to release vary or modify the terms of Restriction on the Use of Land [D] numbered 4 in the plan.

Epillon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)


Benedetta Forte

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88b Conveyancing Act 1919.

(Sheet 6 of 8 Sheets)

Plan:
DP1271191

Plan of Easements over Lot 1 DP 1258289

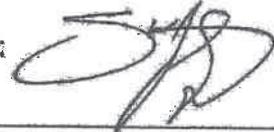
I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Endeavour Energy Network Asset Partnership (ABN 30 586 412 717) on behalf of Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878) pursuant to section 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

Signature of witness:



Signature of attorney:



Name of witness:

SHAYNE LAWTON.

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4782

No 292

EE reference: UMI9336

Date: 27 August 2021

Instrument setting out terms of easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 7 of 8 Sheets)

Plan: DP1271191 Plan of Easements over Lot 1 DP 1238289

Signed on behalf of Wingecarribee Shire Council by its authorised delegate pursuant to a 37% Local Government act 1997

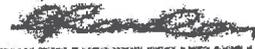
Nancy Sample - Manager Development Assessment

Name of Council Delegate



Signature of Council Delegate

I Certify that I am an eligible witness and that the delegate signed in my presence


Signature of Witness

Karen Pearson
Name of Witness

Address of Witness: Club Centre, 44 Elizabeth St. Moss Vale NSW 2577

**Instrument setting out terms of easements or Profits à Prendre intended to be created or
released and of Restrictions on the Use of Land or Positive Covenants intended to be
created pursuant to Section 88b Conveyancing Act 1919.**

(Sheet 8 of 8 Sheets)

Plan **DP1271191**

Plan of Easements over Lot 1 DP 1258282

EXECUTED by H F Investments Pty Limited
In accordance with Section 88T of the
Conveyancing Act 1919 ACN 048 877 632


Benedetta Forte
Benedetta Forte

REGISTERED:



22.10.2021

Lodger Details

Lodger Code 506562H
Name STRATA SPECIALIST LAWYERS
Address PO BOX 515
ROSE BAY 2029
Lodger Box 1W
Email COLINCUNIO@STRATASPECIALISTLAWYERS.COM.AU
Reference 3638

Land Registry Document Identification

AS293543

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP103680	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP103680
Other legal entity

Meeting Date

24/06/2022

Amended by-law No.

Details 5

Added by-law No.

Details 19-25

Repealed by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP103680

Signer Name RONEN HOWARD

Signer Organisation COLIN CUNIO SOLICITORS PTY. LTD.

Signer Role PRACTITIONER CERTIFIER

Execution Date 09/07/2022



STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 103680

CONSOLIDATED BY-LAWS

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This is page 1 of a total of 46 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 103680 was affixed on the 8th day of July 2022 in the presence of:

Authority: Strata Managing Agent
Signature: [Signature] Electronic signature of me Michael Vumbaca
Affixed at my direction on 08/07/2022 at 04:40PM
Name: Michael Vumbaca



Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to Common Property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to Lawns and Plants on Common Property

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

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

4 Obstruction of Common Property

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

5 Keeping of Animals (amended 24 June 2022)

An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

- (1) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (2) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and always comply with all provisions of the *Companion Animals Act (1998)*; and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
 - (d) Any dog is to be kept on a leash whilst on common property (i.e., when outside your unit and within the entire strata scheme complex.) At no time is a dog to be released from its leash or let to roam freely unsupervised within the common areas including lawns, BBQ area and gardens or walkways.
 - (e) The animal does not harm or threaten any member of the community, person or other animal.
 - (f) The animal does not cause nuisance through unreasonable or excessive noise
 - (g) Any animal waste must be picked up and disposed of in accordance with local laws and regulations. Pet waste and any related material are not to be disposed of via the sewerage or water systems of the strata scheme.
 - (h) The applicant unconditionally accepts full liability for any blockages and/or damage resulting from the disposal of animal litter into the communal sewer or waste pipes systems.
 - (i) Animal recreation within the strata scheme complex will be restricted to reasonable times of the day (not early morning or late evenings) so as not to otherwise disturb strata scheme residents.
 - (j) Approval will be reviewed and may be revoked in the event that any complaint is made in respect of the animal.
 - (k) Approval only applies for the pet nominated in the approval letter and does not apply to additional pets which will each need to be subjected to separate application.
 - (l) Pet owners agree to indemnify the Owners Corporation (OC) for any damage caused to the common property. Such indemnity covers damage caused by the animal directly or indirectly or by the owner/carer directly or indirectly in relation to the care and maintenance of the animal (including the disposal of the animal waste and related material)

6 Noise

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

7 Behaviour of Owners, Occupiers and Invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children Playing on Common Property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke Penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of Fire Safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of Inflammable Liquids and Other Substances and Materials

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

12 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning Windows and Doors

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

14 Hanging Out of Washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
“washing” includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of Waste-Bins for Individual Lots [Applicable Where Individual Lots have Bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

16 Disposal of Waste-Shared Bins [Applicable Where Bins are Shared by Lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
 - "bin" includes any receptacle for waste.
 - "waste" includes garbage and recyclable material.

17 Change in Use or Occupation of Lot to be Notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with Planning and Other Requirements

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

19 Use of the Common Property ('BBQ' Area and 'Veranda') (added 24 June 2022)

- (1) The BBQ and Veranda must be cleaned after each use and returned to its original clean state
- (2) No storage of goods allowed in the Veranda Toilet Block unless approved by the Owners Corporation.
- (3) No alcohol allowed in the area after 10pm unless prior written approval obtained from the owner's corporation.
- (4) Noise containment - please refer to section 6

- (5) Any children must always be supervised by an adult.
- (6) Approval must be sought from the owner's corporation if an event in the BBQ and adjacent common area is planned to end after 10pm.
- (7) Booking of area. It is a requirement that any owner or tenant check with a nominated Strata Committee Member to verify the availability of area. Instructions on how to check availability will be on display within the BBQ Area.

20 Common Areas Access (added 24 June 2022)

- (1) Personal Mobile Devices powered or unpowered are not to be used on common areas by either adults or children. And these are (but not limited to) any form of hoverboards, skateboards, motorised or electric skateboards, roller skates, roller blades, bicycles, motorised or electric bicycles, and scooters, motorised or electric scooters are examples of personal mobile devices that are not to be used in the common areas. 'Electric' in this clause refers to any type of battery powered equipment.
- (2) Mobility devices (e.g., mobility motorised scooters) designed to help people who have mobility problems or a disability in moving around, to gain greater freedom and independence, are exempt from this by-law.
- (3) The exemption in (2) above also extends to persons using bicycles or (i.e. push bikes) for any type of travel from their Lot to and from work, shopping, school or for general exercise while riding to areas external to the property.

21 Electronic Voting (added 24 June 2022)

Definitions and Interpretation

1. In this by-law:
 - (a) “Act” means the *Strata Schemes Management Act 2015*;
 - (b) “Electronic Voting” means a vote on a motion at a strata committee meeting or general meeting cast by email, a voting website, or electronic application (e.g. Skype, teleconference, video conference) or any other method allowed by Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, while participating in a meeting from a remote location.
2. Unless the context or subject matter otherwise indicates or requires:
 - (a) Reference to the singular includes the plural and the plural includes the singular;
 - (b) “Including” and similar expressions are not words of limitation;
 - (c) Headings are for convenience only and do not affect the interpretation of this by-law;

- (d) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Determination to allow Electronic Voting

3. The owners corporation has resolved to adopt all the means of voting as provided for in this by-law and in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*, as determined by the managing agent or strata committee for time to time. For the avoidance of doubt the managing agent or strata committee may choose to employ some or all of the following means or the means in Regulation 14(1) of the *Strata Schemes Management Regulation 2016*.
4. The notice of a strata committee meeting or a general meeting must indicate whether Electronic Voting applies to the meeting.

The Electronic Voting process

5. Electronic Voting must be conducted by way of an electronic ballot.
6. The electronic ballot must contain instructions for completing the ballot, the form of the motions to be voted on, and the means of indicating the voter's choice on the motions to be voted on.
7. The secretary must, before the meeting at which Electronic Voting is to be conducted, give each person entitled to vote:
- (a) Access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law;
- (b) Information concerning:
- (i) How the ballot paper must be completed;
- (ii) The deadline for submission of the ballot paper;
- (iii) If voting is by email, the address where the ballot paper is to be returned;
- (iv) If voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary;
- (c) Access to an electronic form of declaration requiring the voter to state their name, the capacity in which they are entitled to vote, their unit entitlement, and the name and capacity of the person who gave the proxy, if the vote is a proxy vote.
8. An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

9. The secretary must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
10. As soon as practicable after the deadline for submission of the ballot paper, the secretary must:
 - (a) Review all information and reports about the electronic ballot;
 - (b) Reject as informal any votes that do not comply with the requirements of this by-law;
 - (c) Ascertain the result of the electronic ballot;
 - (d) Make a written or electronic record of the result of the electronic ballot;
 - (e) Announce or publish the result of the ballot.

Informal votes

11. Any person who casts a vote by way of Electronic Voting must vote in accordance with the instructions contained in the information given by the owners corporation, or the vote will be an informal vote. An informal vote will not count.
12. If Electronic Voting is carried out by means of a voting website or electronic application, the website or electronic application must provide a warning message to a person casting an informal vote that their vote is or will be informal.

Secret ballots

13. If the ballot is a secret ballot, the secretary must ensure that the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

22 Solar System (added 24 June 2022)

SCHEDULE (lot numbers that have the benefit of this By-Law): **Lots 1 to 13 Exclusively**

A. Definitions

"**Owner**" means the owner for the time being of the Lot.

"**Lot**" means the lot number in Strata Plan no. 103680 whose number is specified in the Schedule;

"**Building Works**" means the alterations and additions undertaken by the respective Owner to erect and attach structures (including all ancillary structures) to the common property adjoining the roof space, being a solar system and panels before and after the making of this by-law.

"**Solar Power System**" means a photovoltaic ('PV') system including any array mounted on the roof of any Lot being Common Property, and including its batteries, inverter and any cables forming part of the system.

Where any terms used in this by-law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as those words are attributed under that Act.

B. Rights

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) special privilege and exclusive use in respect of the common property to perform, erect and keep the Building Works (i.e. 'solar power system' for the purpose of installing and keeping it on that common property subject to the conditions below; and
- (b) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

C. Conditions

1 Maintenance

- (a) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached in a state of good and serviceable repair.
- (b) In respect of their lot, the Owner must properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works as required from time to time.
- (c) After completion, the owner (including any future owner of an affected Lot) must, at the owner's expense, properly maintain and keep in a state of good and serviceable repair the solar power system and any part of the common property occupied by the solar power system.
- (d) If or when necessary and at the Lot (including any future owner of a Lot) Lot owners' cost, repair, renew or replace any fixtures or fittings or damaged equipment comprised in the solar power system on that common property.

2 Documentation

Before commencing the Building Works the Owner must submit to the Owners Corporation or Strata Committee the following documents relating to the Building Works:

- (a) plans and drawings including the proposed colour scheme;
- (b) specifications;
- (c) structural diagrams; and
- (d) any other document reasonably required by the Owners Corporation including but not limited to formal accreditation/training certificate/Insurance documents to show that the company and or installer are competent and have the relevant skills to complete the work.

3 Approvals

- (a) The Building Works must be compliant with the relevant Australian Standards and energy provider requirements.
- (b) Id required and before commencing the Building Works the Lot Owner must obtain approval for the performance of the Building Works from:
 - (i) the relevant consent authority under the *Environmental Planning and Assessment Act*; and
 - (ii) any other relevant statutory authority whose requirements apply to the Building Works.

4 Insurance

Before commencing the Building Works the Owner must effect or cause to be effected the following insurances in respect of their lot in the joint names of the Owner and Owners Corporation:

- (a) Insurance required under the *Home Building Act 1989* (if required);

5 Performance of Works

In performing the Building Works, the Owner must:

- (a) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (d) only perform the Building 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 the Building 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 the Building Works.
- (h) The Owners Corporation permit the owner reasonable access through the common property of the strata scheme for any contractors and all reasonable tools and equipment for the purpose of installing the solar power system and meeting any requirement imposed on the owner by this by-law. This includes

effecting any future repairs, emergency damage repairs, maintenance or later removal of the system.

6 Liability

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7 Indemnity

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

8 Installation

- (a) Installation of the solar system is conditional upon the relevant system being installed on the Common Property above the Owner's Lot. I.e., any solar panel is to be installed on the roof being Common Property directly above the relevant Owner's Lot.
- (b) This includes ensuring no solar panels extend beyond or overhang any building extremities or boundaries including any other common property above adjoining lot Owners.
- (c) Ensure any roof or other penetrations into the common property are rendered waterproof.

9 Appearance

- (a) The owner should ensure the solar power panels affixed to any roof space are not elevated or raised, and are to be attached flatly and directly to framework on the roofing of any affected Lot.

10 Cost of Works

The Building Works must be undertaken at the cost of the Owner.

11 Owners' Fixtures

The Building Works shall remain the Owner's fixtures.

12 Decommission/Removal

- (a) Should for any reason, removal or damaged solar panels require removal from the roof, or the system is rendered inoperable for any reason, the Lot Owner (or future Lot Owner) will be entirely responsible for the cost of decommissioning and or removal of any solar panel installation. This includes the removal (if required) of any or all associated equipment and the common property affected must be returned to its original condition or as near as is reasonably possible.

- (b) The Owners Corporation should be advised of any impending decommissioning or removal of any solar power system or equipment from the Common Property.

23 **Costs Recovery** (added 24 June 2022)

Definitions & interpretation

1. In this by-law:
 - (a) "**Appliances**" means all appliances, devices and machines at a relevant Lot, including but not limited to solar panels, hot water tanks, hot water heaters, dishwashers, baths, flexi hoses and all electrical appliances, whether or not owned by an Owner or Occupier.
 - (b) "**Common Property**" means the common property for the Strata Scheme.
 - (c) "**Development Act**" means the *Strata Schemes Development Act 2015*.
 - (d) "**Excess**" means any excess paid to the Owners Corporation's insurer on a claim under its insurance policy relating to damage caused to Common Property by an Owner's Appliance or by his or her Occupier's Appliance.
 - (e) "**Strata Committee**" means the Strata committee of the Owners Corporation.
 - (f) "**Invitee**" means an invitee of an Owner or Occupier.
 - (g) "**Lot**" means a lot within the Strata Scheme.
 - (h) "**Management Act**" means the *Strata Schemes Management Act 2015*.
 - (i) "**Occupier**" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.
 - (j) "**Owner**" means the owner of a Lot.
 - (k) "**Owners Corporation**" means the Owners Corporation for the Strata Scheme.
 - (l) "**Strata Legislation**" means the Development Act and the Management Act.
 - (m) "**Strata Managing Agent**" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.
 - (n) "**Strata Plan**" means the strata plan for the Strata Scheme
 - (o) "**Strata Scheme**" means the strata scheme in respect of which this by-law applies.
2. In this by-law:
 - (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) words importing the masculine, feminine or neuter gender include both of the other two genders,
- (e) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (f) where any decision needs to be made by the Owners Corporation that decision may be made by the Strata Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- (g) any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law, and
- (h) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

No Damage to Common Property

3. Every Owner must take all reasonable steps to ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property. For the avoidance of doubt, damage includes but is not limited to changes that an Owner or Occupier makes that affects fire equipment, (painting tags, moving or removing the smoke alarms).
4. Every Owner must take all reasonable steps to ensure that all of the Appliances in his or her Lot do not cause any damage to Common Property.

Consequences of a Breach

5. In the event that an Owner breaches clause 3 or 4 of this by-law (so that Common Property requires repair), the Owners Corporation may:
 - (a) recover from that Owner the cost of repairing the damage caused to Common Property; or
 - (b) if insurance pays for all of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim; or

- (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.

Invoicing

- 6. The Owners Corporation may issue an invoice to any Owner for any amount due under this bylaw. Where the Owner has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- 7. Any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person liable for payment.

Interest

- 8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.
- 9. The Owners Corporation may recover as a debt interest calculated in accordance with clause 8.

Recovery of Expenses

- 10. The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt (and interest) due under this by-law from any person liable for that debt (and interest) on an indemnity basis including but not limited to:
 - (a) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (b) the cost of issuing an invoice for the debt; and
 - (c) all legal costs incurred in connection with the recovery of the debt.
- 11. The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- 12. Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- 13. Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- 14. The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

24 Renovations (added 24 June 2022)

Definitions and interpretation

1. In this by-law:

(a) “**Cosmetic Work**” means an owner’s work which affects the common property in connection with their lot for the following purposes:

- (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls;
- (ii) installing or replacing handrails;
- (iii) painting;
- (iv) filling minor holes and cracks in internal walls;
- (v) laying carpet;
- (vi) installing or replacing built-in wardrobes;
- (vii) installing or replacing internal blinds and curtains;
- (viii) installing any locking or other safety device for protection of a lot against intruders;
- (ix) installing any screen or other device to prevent entry of animals or insects on the lot;
- (x) installing any locking or other safety device to improve safety within a lot;
- (xi) installing any device used to affix decorative items (e.g. framed paintings) to the internal surfaces of walls in a lot;
- (xii) any other work described in Section 109(2) of the Act;

but does not include:

- (A) Minor Renovations;
- (B) work involving structural changes;
- (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
- (D) work that detrimentally affects the safety of a lot or common property, including fire safety systems;
- (E) work involving waterproofing or the plumbing or exhaust system of the building;
- (F) work involving reconfiguring walls;

- (G) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
 - (H) any other work described in Section 109(5) of the Act.
- (b) “Minor Renovations” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (i) renovating any room in a lot;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring, cabling, pipes, or ducts;
 - (v) installing or replacing power or access points;
 - (vi) work involving reconfiguring walls;
 - (vii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
 - (viii) installing a rainwater tank;
 - (ix) installing a clothesline;
 - (x) installing a reverse cycle split system air conditioner or ducted air conditioning system;
 - (xi) installing double or triple glazed windows;
 - (xii) installing a heat pump or other hot water service;
 - (xiii) installing ceiling insulation;
 - (xiv) installing an aerial, antenna, or satellite dish;
 - (xv) installing a skylight, ventilation or exhaust fan or a whirlybird directly above a lot;
 - (xvi) any work described in Section 110(3) of the Act;
 - (xvii) any work that is not:
 - (A) Cosmetic Work;
 - (B) work involving structural changes;
 - (C) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (D) work involving waterproofing;

- (E) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
 - (F) work that is authorised by a by-law made under Section 108 of the Act or a common property rights by-law;
 - (G) any other work described in Section 110(7) of the Act;
- (c) “**Major Renovations**” means an owner’s work which affects the common property in connection with their lot for the following purposes:
- (i) structural changes;
 - (ii) changes to the external appearance of a lot, including the installation of an external access ramp;
 - (iii) waterproofing;
 - (iv) work for which consent or another approval is required under any other legislation (e.g. development consent under the *Environmental Planning and Assessment Act 1979*);
 - (v) work that is not Cosmetic Work or Minor Renovations.
2. In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) “**Act**” means the *Strata Schemes Management Act 2015*. Any expression used in this by-law which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
 - (b) Reference to the singular includes the plural and vice versa;
 - (c) A thing includes the whole or part of it;
 - (d) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors, and assigns;
 - (e) A document includes any amendment or replacement of it;
 - (f) “Including” and similar expressions are not words of limitation;
 - (g) Headings are for convenience only and do not affect the interpretation of this by-law.

Cosmetic Work

- 3. An owner may carry out Cosmetic Work without the approval of the owners corporation, and if so, must comply with the conditions contained in clauses 5 to 9.
- 4. The owners corporation has decided, in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Cosmetic Work and its

decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Carrying out Cosmetic Work

5. When carrying out Cosmetic Work an owner must:
- (a) do the work in a proper, timely, skilful, and workmanlike manner using materials that are suitable for the purpose for which they are used;
 - (b) ensure that any contractors are adequately supervised to ensure compliance with this by-law;
 - (c) ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail) and any requirement of the *Design and Building Practitioners Act 2020* including the provision of any compliance direction;
 - (d) make suitable arrangements with the owners corporation regarding the times and method for the contractor to access the building, and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
 - (e) only perform the works at the following times:
 - (i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) all other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
 - (f) transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (g) protect the building both internal and external to the lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the lot and ensuring that power tools are not used to cut materials on common property;
 - (h) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

- (i) remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (j) subject to any safety requirements, keep the entrance door, any balcony door, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (k) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (l) not use common property power or water;
- (m) pay all costs associated with the work, including any costs, fees, expenses or fines incurred by the owners corporation in relation to the work;
- (n) comply with any requirement under the *Design and Building Practitioners Act 2020*, including a compliance direction.

Use of Cosmetic Works

6. An owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

7. An owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

8. An owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clause 5 apply to any work the owner carries out to comply with this clause.

Indemnity

9. An owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) performance of the work;
 - (b) use of the work;

- (c) failure to comply the duty to maintain, repair, renew or replace;
- (d) performance of any work required to comply with the duty to maintain, repair, renew or replace;
- (e) owner's breach of any part of this by-law.

Minor Renovations

10. An owner may only conduct Minor Renovations if the owners corporation (or the strata committee, if the function has been delegated to the strata committee) authorises the work by passing an ordinary resolution in accordance with s.110(1) of the Act on terms which incorporates, by reference to this by-law, one or more of the conditions set out in Schedule 1, except to the extent of any contrary provision in the authorisation. The owner must comply with all conditions of the owners corporation in authorising any Minor Renovation.
11. The owners corporation has decided:
 - (a) in accordance with Section 110(6)(b) Of the Act to delegate its functions under Section 110 of the Act to the strata committee; and,
 - (b) in accordance with Section 106(3) of the Act, that it is inappropriate to maintain, renew, replace or repair Minor Renovations and its decision will not affect the safety of any building, structure or common property or detract from the appearance of any property in the strata scheme.

Application to owners corporation for approval for Minor Renovations

12. Before the owners corporation considers approving Minor Renovations, an owner must make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
 - (a) the owner's name, address and telephone number;
 - (b) the lot number connected with the works;
 - (c) details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (e) an estimate of the duration and times of the work;
 - (f) details of the persons carrying out the work including their name, licence number, qualification, and telephone number;
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
 - (h) a statement that the work does not involve:
 - (i) the removal or alteration of a structural element of the building;

- (ii) the installation, replacement or exposure of a waterproofing membrane or flashings;
- (iii) changing the external appearance of any lot;
- (iv) detrimentally affecting the safety of a lot, including fire systems;
- (i) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant;
- (j) a motion generally in the form of the Schedule 1 (with the blank parts appropriately filled in and any changes marked up);
- (k) the provision of any requisite compliance direction required under the *Design and Building Practitioners Act 2020*, and any other pre works compliance requirement under that Act.

Determination of application for approval of Minor Renovations

13. When determining an application made in accordance with clause 12, the owners corporation may:
- (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) engage a consultant to assist it to review the application;
 - (c) approve the application in its original form, or with amendments to the motion required in clause 12(j);
 - (d) refuse the application but must not act unreasonably when doing so.

Major Renovations

14. An owner may only conduct Major Renovations in accordance with the following conditions:
- (a) the owners corporation must authorise the work by passing a special resolution in accordance with s.108(2) of the Act on terms which may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 2, except to the extent of any contrary provision in the authorisation;
 - (b) a by-law is made by the owners corporation under or for the purposes of s.108(5) of the Act on terms which impose upon the owner the duty to maintain the Major Renovation and may incorporate, by reference to this by-law, one or more of the conditions set out in Schedule 3;
 - (c) the by-law is registered, and a recording made on the certificate of title comprising the common property.

15. An owner should undertake the process in clause 16 before presenting any motion referred to in clause 14 for the consideration of the owners corporation.

Application to owners corporation for approval for Major Renovations

16. An owner should make an application to the owners corporation for approval, such an application to be in writing and sent to the secretary of the owners corporation and must contain:
 - (a) the owner's name, address and telephone number;
 - (b) the lot number connected with the works;
 - (c) details of the work including plans, specifications, drawings, conditions, and notes;
 - (d) a copy of any tax invoice, quote, contract or agreement in relation to the work;
 - (e) an estimate of the duration and times of the work;
 - (f) details of the persons carrying out the work including their name, licence number, qualification and telephone number;
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the work;
 - (h) motions generally in the form of Schedules 2 and 3 (with the blank parts appropriately filled in and any changes marked up);
 - (i) the owner's consent to the making of the by-law, generally in accordance with Schedule 4;
 - (j) a statement that the owner will be responsible for the costs of the owners corporation in considering the application for approval including any meeting costs or the costs of engaging any consultant;
 - (k) the provision of any requisite compliance direction required under the *Design and Building Practitioners Act 2020*, and any other pre works compliance requirement under that Act.

Determination of Application for Approval of Major Renovations

17. When determining an application made in accordance with clause 16, an owners corporation may:
 - (a) request further information from the owner if considered necessary (acting reasonably) to supplement the original application (and thereafter re determine the application);
 - (b) engage a consultant to assist it to review the application;
 - (c) approve the application in its original form, or with amendments to the motions required in clause 16(h);

- (d) refuse the application, but must not act unreasonably when doing so.

Breach of this By-Law

18. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):
 - (i) without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) recover as a debt any amounts payable by an owner pursuant to this by-law.

Schedule of approved Minor Renovations and Major Renovations

19. The owners corporation must, from the date of registration of this by-law, maintain a schedule of approved Minor Renovations and Major Renovations in the form of Schedule 5 to this by-law.

By-Law Prevails

20. This by-law prevails to the extent of any inconsistency with any other by-law.

SCHEDULE 1

THAT the owners corporation **RESOLVES** pursuant to Section 110 of the Strata Schemes Management Act 2015, to approve the owner of lot _____ (“the owner”) carrying out the following works, as noted in the application, a copy of which is annexed to the notice of this meeting, subject to the following conditions:

Description of the work

1. _____
2. _____
3. _____

Conditions

Before work is carried out

1. Before carrying out the work the owner must:
 - (a) obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued the *Environmental Planning and Assessment Act 1979* (e.g. a complying development certificate);
 - (b) give to the owners corporation evidence at those persons carrying out the work has:
 - (i) any requisite current licence to conduct the work;
 - (ii) contractors’ all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) workers compensation insurance if required by law;
 - (c) give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
 - (d) if the work involves:
 - (i) removing carpet or other soft floor coverings to expose underlying hard floors;
or,
 - (ii) the installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating

promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation.

- (e) If requested by the owners corporation:
- (i) give to the owners corporation certification from a structural engineer that the work does not involve structural changes, such certification to be in favour of the owners corporation;
 - (ii) give to the owners corporation certification from a waterproofing expert that the work does not involve waterproofing, such certification to be in favour of the owners corporation;
 - (iii) give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and to include photographs of any area of the building that may be affected by the work;
 - (iv) pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably.

When work is being carried out

2. When carrying out the work the owner must:
- (a) do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractors, using materials that are suitable for the purpose for which they are used, and in accordance with any requisite approval of any authority to conduct the works under the *Environmental Planning and Assessment Act 1979*;
 - (b) ensure that any contractors are adequately supervised to ensure compliance with these conditions;
 - (c) ensure that the work complies with applicable Australian Standards, the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail), and if the work involves the installation of air conditioning, ensure it is installed in accordance with local council regulations and guidelines;
 - (d) make suitable arrangements with the owners corporation regarding the times and method for the contractor to access the building, it being noted that no vehicle of any contractor may be parked on the common property at any time;
 - (e) only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

- (ii) All other work between 7am and 4:30pm Monday to Friday and not on a public holiday or any other time;
- (f) transport each item including but not limited to construction materials, equipment and debris:
 - (i) in a manner reasonably directed by the owners corporation;
 - (ii) between 7am and 4:30pm Monday to Friday and not on a public holiday or any other time;
 - (iii) to the lot, and to ensure that no such items are left on any part of the common property;
- (g) keep common property access ways to their lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (h) remove rubbish from the building arising as a result of the works and dispose of the rubbish in a manner approved by the owners corporation and not in any rubbish bins for the building, or on any part of the common property;
- (i) subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot closed at all times while the works are being conducted;
- (j) ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (k) not use common property power or water;
- (l) give access to the owners corporation's nominee to the lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After the work is carried out

3. After carrying out the work the owner must:
- (a) notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) give access to the owners corporation's nominee to the lot to inspect the work;
 - (c) notify, within 28 days of the completion of the work, the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation;
 - (d) give to the owners corporation a copy of any requisite certificates under the *Environmental Planning and Assessment Act 1979* (e.g. an occupation certificate);

- (e) if the work involved:
- (i) removing carpet or other soft floor coverings to expose underlying hard floors;
or,
 - (ii) the installation or replacement of wood or other hard floors;
- to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a certificate from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;
- (f) if required by the owners corporation:
- (i) give to the owners corporation certification from a structural engineer that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) give to the owners corporation certification from a waterproofing expert that the work has not affected any existing waterproofing membrane or has involved waterproofing, such certification to be in favour of the owners corporation;
 - (iii) give to the owners corporation certification from a duly qualified building consultant or expert that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) give a post works dilapidation report prepared by the same person who prepared the report in condition 1(e)(iii).
- (g) Provide to the owners corporation any requisite compliance direction required under the *Design and Building Practitioners Act 2020*, and any other post works compliance requirement under that Act;
- (h) Provide to the owners corporation any certification required to be issued under the *Environmental Planning and Assessment Act 1979* following completion of the works (e.g. an occupation certificate).

Use of Minor Renovations

4. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

5. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

6. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of conditions 1 to 3 apply to any work the owner carries out to comply with this condition.

Indemnity

7. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
 - (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace.

Insurance

8. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

9. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
10. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of these conditions

11. If the owner fails to comply or breaches any part of these conditions, then the owners corporation may:
 - (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub condition (a):

- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this condition hereto from the owner;
- (iii) Recover as a debt any amounts payable by the owner pursuant to this motion, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

12. The owner is responsible for all costs, fees, and expenses incurred by the owners corporation in considering or granting approval, or enforcing any breach of a condition of approval.

Explanatory Note:

This is a motion under Section 110 of the Strata Schemes Management Act authorising the owner of the lot referred to in the motion the authority to undertake the minor renovations as described in the motion.

The motion also proposes to impose conditions in relation to the work. They include conditions before, during and after the works, a requirement for the owners to be responsible for the future maintenance of the work, and indemnities in favour of the owners corporation in relation to the installation and use of the works.

The motion must be passed by a majority resolution of the owners corporation in a general meeting, or by resolution of the strata committee if the functions of the owners corporation in relation to minor renovations have been delegated to the strata committee.

SCHEDULE 2

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(2) of the *Strata Schemes Management Act 2015*:

1. That the owner of lot{INSERT LOT NUMBER} (“the owner”), be authorised to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this resolution is made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. That the authority referred to in paragraph 1 is given by the owners corporation:
 - (a) on the basis that the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works is the responsibility of the owner; and
 - (b) subject to a by-law being made with the consent in writing of the owner, which gives effect to the responsibility for maintenance referred to in 2(a).

Explanatory Note:

This is a motion for the owners corporation to authorise the owner of Lot ____ to undertake work affecting the common property as described in the motion.

Section 108 of the Strata Schemes Management Act 2015 provides that an owner or the owners corporation may only add to the common property, alter the common property, or erect a new structure on the common property for the purpose of improving or enhancing the common property if the owners corporation first passes a special resolution authorising the taking of the particular action.

The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.

SCHEDULE 3

THAT the owners corporation **SPECIALLY RESOLVES** pursuant to s.108(5) of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms and have it registered:

SPECIAL BY-LAW {INSERT NEXT SPECIAL BY-LAW NUMBER}

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot{INSERT LOT NUMBER} (“the owner”), to add to, to alter and to erect new structures on the common property, by undertaking:
 - (a){INSERT DESCRIPTION OF THE WORKS TO BE UNDERTAKEN} described in{INSERT DESCRIPTION OF THE DRAWINGS/DIAGRAMS/DOCUMENTS OUTLINING THE NATURE OF THE WORKS TO BE UNDERTAKEN}, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and
 - (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).
2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.
3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) “**Lot**” means lot{INSERT LOT NUMBER};
 - (d) “**work**” means the work referred to in clause 1 of this by-law;
 - (e) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and vice versa;
 - (ii) A thing includes the whole or part of it;
 - (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
 - (iv) A document includes any amendment or replacement of it;

- (v) "Including" and similar expressions are not words of limitation;
- (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
- (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

- (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.
- (b) Give to the owners corporation evidence that those persons carrying out the work have:
 - (i) Any requisite current licence to conduct the work;
 - (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000);
 - (iii) Insurance if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Workers compensation insurance if required by law;
- (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
- (d) If the work involves:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors;
or
 - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;
- (e) If requested by the owners corporation:
 - (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect

the structural integrity of the building, such certification to be in favour of the owners corporation;

- (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;
 - (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;
- (f) Provide to the owners corporation any requisite compliance direction required under the *Design and Building Practitioners Act 2020*, and any other pre works compliance requirement under that Act.

When work is being carried out

6. When carrying out work, the owner must:

- (a) Comply with any condition or requirement of any Authority;
- (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
- (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
- (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
- (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
- (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:
 - (i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;
 - (ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;
- (g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- (h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of

construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

- (i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;
- (j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;
- (k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;
- (l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;
- (m) Not use common property power or water;
- (n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given;
- (o) Comply with any requirement under the *Design and Building Practitioners Act 2020*, including a compliance direction.

After work is carried out

7. After carrying out work, the owner must:
- (a) Notify the owners corporation that the work has been completed within 7 days after its completion;
 - (b) Give the access to the owners corporation's nominee to the Lot to inspect the work;
 - (c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;
 - (d) If the work involved:
 - (i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,
 - (ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a certificate from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

- (e) If required by the owners corporation:
- (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;
 - (ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;
 - (iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii);
- (f) Provide to the owners corporation any requisite compliance direction required under the *Design and Building Practitioners Act 2020*, and any other post works compliance requirement under that Act;
- (g) Provide to the owners corporation any certification required to be issued under the *Environmental Planning and Assessment Act 1979* following completion of the works (e.g. an occupation certificate).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
- (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
 - (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) Performance of the work;
 - (b) Use of the work;
 - (c) Failure to comply the duty to maintain, repair, renew or replace;
 - (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;
 - (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.
14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:
- (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) If the owner fails to comply with the request in sub clause (a):

- (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
- (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
- (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

Explanatory Note:

This is a motion is for the owners corporation to make a new by-law about the works authorised to be undertaken in the previous motion.

Section 108 of the Strata Schemes Management Act 2015 provides that if an owner has authorisation to it add to the common property, alter the common property, or erect a new structure on the common property for the purpose of improving or enhancing the common property, and it is proposed the owner will have the ongoing maintenance of the affected common property, then a by-law must be made. The by-law set out various conditions the owner must comply with in relation to the works.

The motion must be passed by special resolution. A special resolution is resolution passed in a general meeting of the owners corporation where no more than 25% of the value of votes cast are against the motion. The value of a vote in respect of a lot is equal to the unit entitlement of the lot.

SCHEDULE 4

OWNER CONSENT TO THE MAKING OF A BY-LAW

To: The Owners – Strata Plan No _____

AND: NSW Land Registry Services

I/ We, _____, being the owner/s of Lot _____ in Strata Plan No _____, consent to the making of a by-law pursuant to Section 108 of the *Strata Schemes Management Act 2015*, such a by-law to be considered by the owners corporation at its next general meeting or at an adjournment of that meeting.

SIGNATURE OF OWNER

DATED:

SIGNATURE OF OWNER

DATED:

25 Short-Term Letting and Occupancy of a Lot (added 24 June 2022)

Definitions and interpretation

1. In this by-law:
 - (a) “**Act**” means the *Strata Schemes Management Act 2015*;
 - (b) “**short-term rental accommodation arrangement**” has the same meaning as in Section 54A of the Fair Trading Act 1987.
 - (c) Unless the context or subject matter otherwise indicates or requires:
 - (i) Reference to the singular includes the plural and the plural includes the singular;
 - (ii) “**Including**” and similar expressions are not words of limitation;
 - (iii) Headings are for convenience only and do not affect the interpretation of this by-law;
 - (iv) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;
 - (v) Reference to a “**lot**” includes part of the lot.

Prohibition on short-term rental accommodation

2. An owner, lessee or occupier of a lot must not use the lot or allow it to be used for any short-term rental accommodation arrangement, if the lot is not the principal place of residence of the owner, lessee or occupier of the lot.

Use of a lot for short-term rental accommodation

3. An owner who leases or licences their lot (or any lessee or licensee who subleases or sublicenses their lot) for short-term rental accommodation arrangement:
 - (a) Must provide the following notification to the owners corporation (which can be given to the strata manager, or in the absence of a strata manager, the secretary of the owners corporation) no earlier than two clear business days before the commencement of occupation:
 - (i) The name, residential address, mobile telephone number, and email address of the occupant;
 - (ii) The date of commencement of the short-term rental accommodation arrangement;
 - (iii) The name of any agent acting in respect of the short-term rental accommodation arrangement;

- (iv) The name of any short-term rental accommodation entity that facilitated the short-term rental accommodation arrangement (e.g. AirBnB and Stayz), whether for a fee or otherwise.
 - (v) An induction fee in the amount of \$110 inclusive of GST, or such other amount as may be determined by the strata committee from time to time, acting reasonably, payable to the owners corporation, for the cost of the owners corporation reviewing the above documents and conducting any induction training of the occupant.
- (b) Must provide their tenant or licensee with an up-to-date copy of the by-laws;
 - (c) Must ensure that their tenant or licensee and their guests comply with the by-laws, including by making it a term of any short-term rental accommodation arrangement that the tenant or licensee complies with the by-law for the scheme;
 - (d) Must take all action available, including action under the lease or licence agreement (or any sublease or sub licence), to make them comply with the by-laws or leave the parcel;
 - (e) Must ensure the occupant under a short-term rental accommodation arrangement attends any induction pursuant to clause 4.
 - (f) Is responsible for a breach of the by-laws by their occupant under a short-term rental accommodation arrangement, and the owners corporation may take action against the owner (or any lessee or licensee who subleases or sublicenses their lot under a short-term rental accommodation arrangement) as if they breached the by-laws themselves;
 - (g) Consents to pay an increase in the contributions payable by the owner attributable to any increase in an insurance premium payable by the owners corporation attributable to the use of the lot for short-term rental accommodation arrangements;

Induction training

4. The owners corporation may conduct induction training of any occupant under a short-term rental accommodation arrangement, on any terms that the owners corporation considers reasonable.

Limit on persons occupying a lot

5. Subject to clause 36 of the *Strata Schemes Management Regulation 2016*, an owner, lessee or occupier of a lot must not allow more than two adults to reside in each bedroom of the lot.
6. An owner, lessee or occupier of a lot must not divide or partition any part of the lot to create an additional room or space which contains a bed of any type or is intended to be used (or is used) as an area for sleeping.

Indemnity and costs

7. An owner or occupier indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any lot, common property or other property, or person, in so far as such injury, loss or damage arises out of, in the course of, or by reason of any breach of this by-law.
8. The owner, lessee or occupier of a lot who breaches any part of this by law must indemnify the owners corporation against all costs, expenses and fees incurred by the owners corporation arising out of a breach of this by-law or of a planning law, enforcing the terms of this by-law, or rectifying any breach or this by-law. The owner must pay all such costs, expenses and fees to the owners corporation upon reasonable demand. Such costs may include, but are not limited to:
 - (a) Water, garbage, and electricity usage as a result of the additional persons sleeping in a lot;
 - (b) Additional cleaning fees associated with additional persons sleeping in a lot;
 - (c) Strata manager's fees;
 - (d) Legal costs;
 - (e) Costs incurred in complying with or responding to any notice, order or requirement of the local council or a Court relating to the use of the lot;
9. For the avoidance of doubt, the owner is responsible for all costs referred to in the previous clause in the event the lessee or occupier is unable to be located or fails to pay upon reasonable demand.
10. Any money payable by an owner, occupier or lessee under this by-law may be recoverable by the owners corporation as a debt, if not payable within 14 days of demand, together with interest at the rate of 10% per annum and the expenses incurred by the owners corporation in recovering such amounts.

Right of the owners corporation to enter a lot

11. In addition to the rights conferred on the owners corporation under the Act, the owners corporation has a right to enter any lot to determine compliance by the owner, lessee or occupier with this by-law. An owner, lessee or occupier must comply with any reasonable direction of the owners corporation in this regard.

Restricting access to common property

12. Subject to this by-law, the owners corporation has the power to:
 - (a) Close off or restrict by security key access to parts of the common property that do not give access to a lot;
 - (b) Restrict access to any part of a building to any persons who are in breach of this by-law;

- (c) Allow security personnel to use part of common property to determine or enforce compliance with this by-law.

This is page 46 of a total of 46 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 103680 was affixed on the 8th day of July 2022 in the presence of:

Authority: Strata Managing Agent
Signature: [Handwritten Signature]
Name: Michael Vumbaca

Electronic signature of me Michael Vumbaca
Affixed at my direction on 08/07/2022 at 04:40PM



Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Approved Form 10

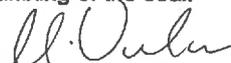
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 103680 was affixed on ^{08/07/2022} ^ in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Michael Vumbaca Authority: Strata Managing Agent
Electronic signature of me Michael Vumbaca
Affixed at my direction on 08/07/2022 at 04:40PM

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



Approved Form 23

Attestation

The seal of The Owners - Strata Plan No103680..... was affixed on ^08/07/2022..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: *M. Vumbaca* Name: Michael Vumbaca Authority: Strata Managing Agent

Electronic signature of the Michael Vumbaca
Affixed at my direction on 08/07/2022 at 04:40PM

Signature: Name: Authority:

^ Insert appropriate date



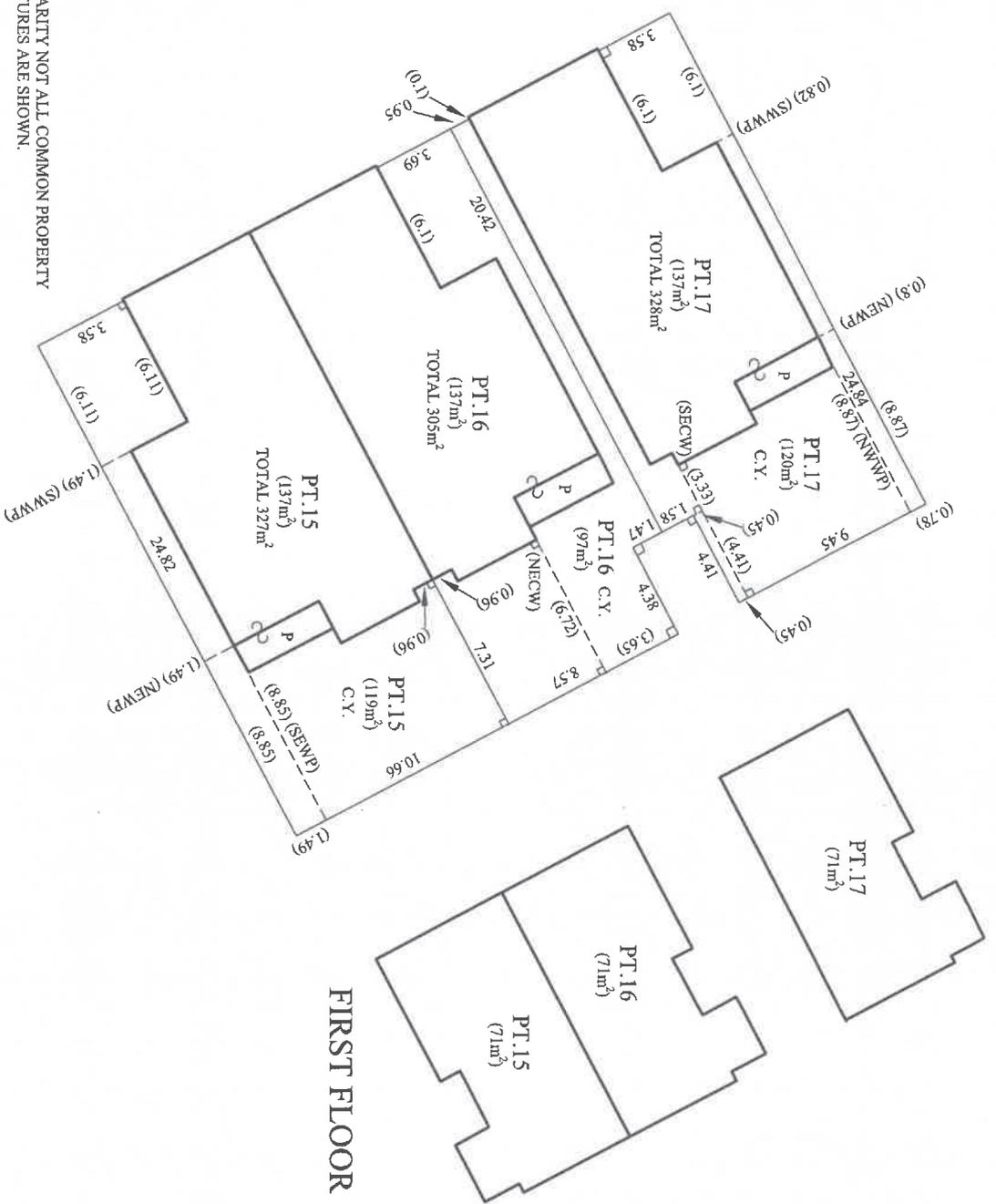
- LOCATION PLAN -

KIRKHAM STREET



- (XXX) COVENANT (AC203115)
- (B) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P.12711910)
- (C) - RESTRICTION ON THE USE OF LAND (D.P.12711910) (NO.3)
- (D) - RESTRICTION ON THE USE OF LAND (D.P.12711910) (NO.4)
- C.P. - DENOTES COMMON PROPERTY
- C.Y. - DENOTES COURTYARD
- P - DENOTES PATIO
- (VP) - DENOTES VISITOR PARKING
- BRICK COLUMN (COMMON PROPERTY)
- (A) - LOT BOUNDARIES ARE COINCIDENT WITH PARCEL BOUNDARIES.

SURVEYOR Name: David Alan Jolliffe Date: 20/10/2023 Surveyor's Ref.: 64581/1	STRATA PLAN OF SUBDIVISION OF LOT 14 IN S.P.103680.	LGA: WINGECARRIBEE Locality: MOSS VALE Reduction Ratio: 1:500 Lengths in Metres	Registered  20/12/2023	SP107193
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE.

GROUND FLOOR

FIRST FLOOR

ALL FLOOR COVERINGS ABOVE THE UPPER SURFACE OF THE STRUCTURAL FLOOR WITHIN THE INTERNAL PART OF A LOT (INCLUDING TILES AND FLOATING-TIMBER FLOORS) FORM PART OF THAT LOT. NO COMMON PROPERTY IS INCLUDED IN THE INTERNAL FLOOR COVERINGS.

ALL GARDEN AND RETAINING WALLS ARE COMMON PROPERTY.

ALL SERVICES WITHIN A LOT THAT ARE SERVICING ANOTHER LOT ARE COMMON PROPERTY.

C.Y. - DENOTES COURTYARD
 P - DENOTES PATIO

(NEWP) - DENOTES NORTH EAST FACE WALL PRODUCED (NWWP) - DENOTES NORTH WEST FACE WALL PRODUCED (SEWP) - DENOTES SOUTH EAST FACE WALL PRODUCED (SWWP) - DENOTES SOUTH WEST FACE WALL PRODUCED (NECW) - DENOTES NORTH EAST CORNER WALL (SECV) - DENOTES SOUTH EAST CORNER WALL

THE STRATUM OF THE COURTYARDS EXTENDS FROM 5 BELOW TO 10 ABOVE THE UPPER SURFACE OF THEIR UNIT KITCHEN FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THAT LIMIT.

THE STRATUM OF THE PATIOS IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT AND INCLUDES TILES WHICH ARE NOT COMMON PROPERTY.

<p>SURVEYOR Name: David Alan Jollie Date: 20/10/2023 Surveyor's Ref: 64581/1</p>	<p>STRATA PLAN OF SUBDIVISION OF LOT 14 IN S.P.103680.</p>	<p>LGA: WINGECARRIBEE Locality: MOSS VALE Reduction Ratio: 1:200 Lengths in Metres</p>	<p>Registered 20/12/2023</p>	<p>SP107193</p>
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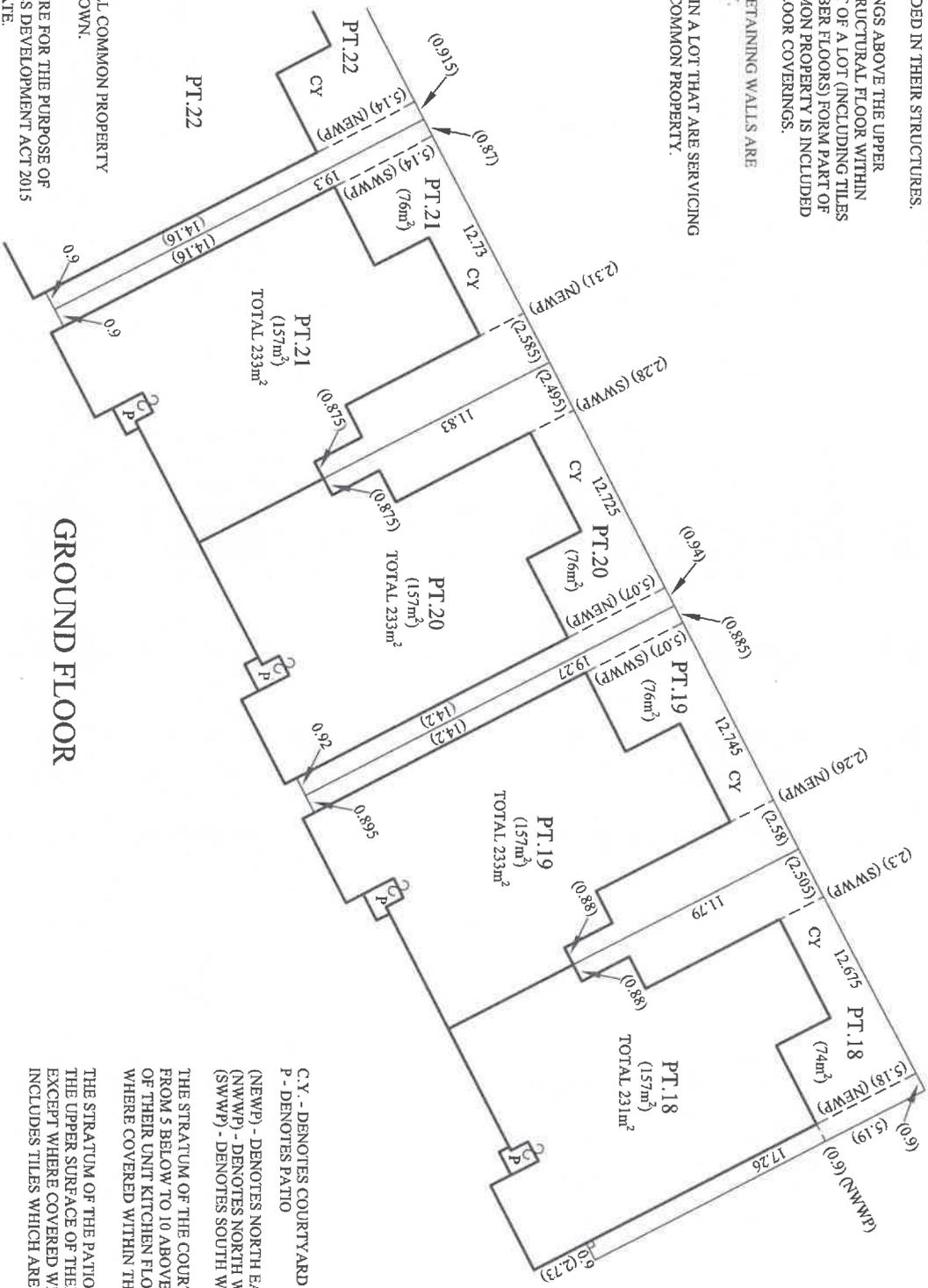
THE STRUCTURES OF THE PAVING, TILES, DECKING AND WATER TANKS AND ASSOCIATED PIPES AND FITTINGS WITHIN THE COURTYARDS ARE ENTIRELY WITHIN AND FORM PART OF THEIR RESPECTIVE LOTS. NO COMMON PROPERTY IS INCLUDED IN THEIR STRUCTURES.

ALL FLOOR COVERINGS ABOVE THE UPPER SURFACE OF THE STRUCTURAL FLOOR WITHIN THE INTERNAL PART OF A LOT (INCLUDING TILES AND FLOATING TIMBER FLOORS) FORM PART OF THAT LOT. NO COMMON PROPERTY IS INCLUDED IN THE INTERNAL FLOOR COVERINGS.

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE.



GROUND FLOOR

C.Y. - DENOTES COURTYARD
 P - DENOTES PATIO

(NEWP) - DENOTES NORTH EAST FACE WALL PRODUCED
 (NWWP) - DENOTES NORTH WEST FACE WALL PRODUCED
 (SWWP) - DENOTES SOUTH WEST FACE WALL PRODUCED

THE STRATUM OF THE COURTYARDS EXTENDS FROM 5 BELOW TO 10 ABOVE THE UPPER SURFACE OF THEIR UNIT KITCHEN FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THAT LIMIT.

THE STRATUM OF THE PATIOS IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT AND INCLUDES TILES WHICH ARE NOT COMMON PROPERTY.

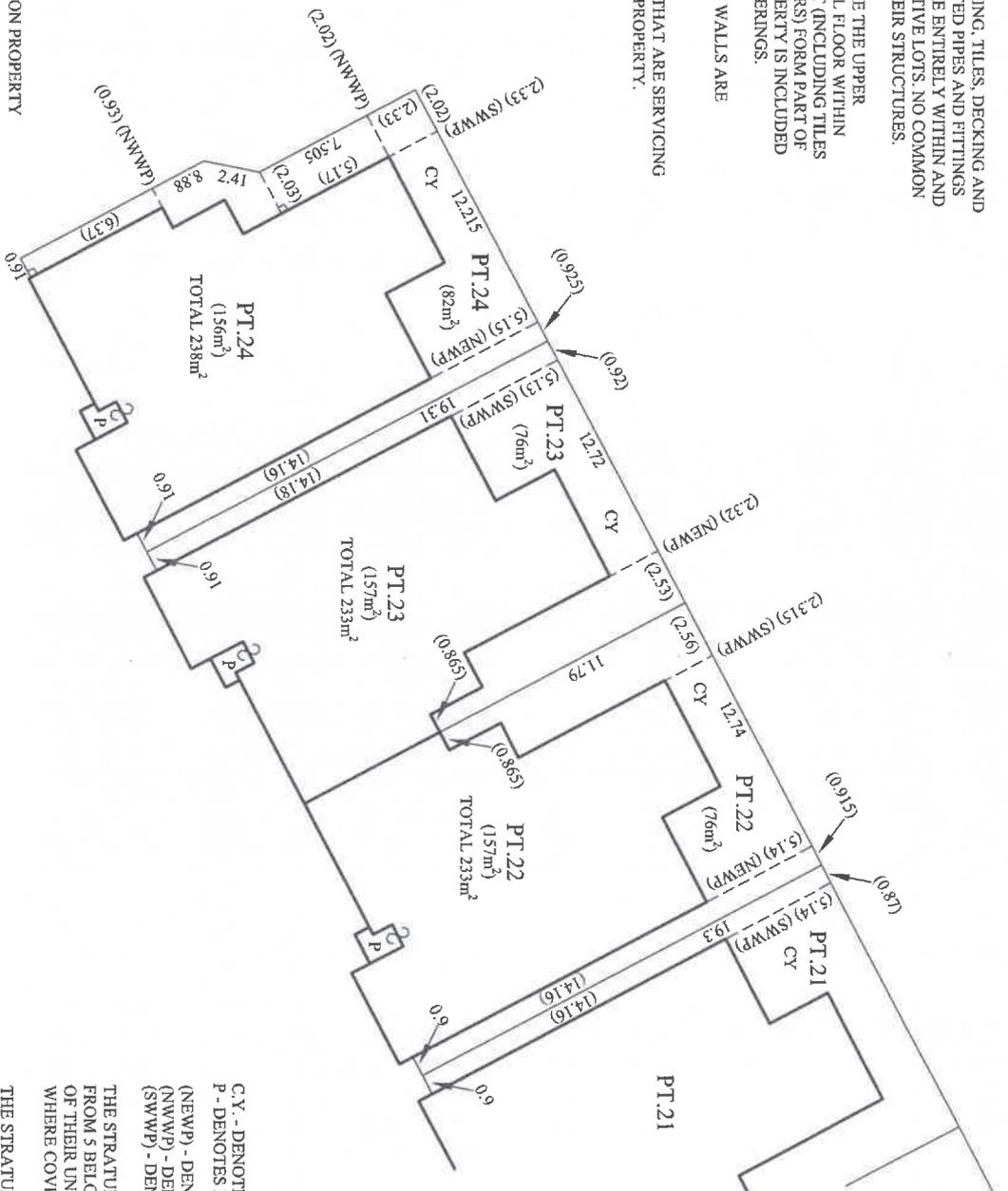
<p>SURVEYOR Name: David Alan Jollie Date: 20/10/2023 Surveyor's Ref : 64581/1</p>	<p>STRATA PLAN OF SUBDIVISION OF LOT 14 IN S.P.103680.</p>	<p>LGA: WINGECARRIBEE Locality : MOSS VALE Reduction Ratio: 1:500 Lengths in Metres</p>	<p>Registered 20/12/2023</p>	<p>SP107193</p>
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THE STRUCTURES OF THE PAVING, TILES, DECKING AND WATER TANKS AND ASSOCIATED PIPES AND FITTINGS WITHIN THE COURTYARDS ARE ENTIRELY WITHIN AND FORM PART OF THEIR RESPECTIVE LOTS. NO COMMON PROPERTY IS INCLUDED IN THEIR STRUCTURES.

ALL FLOOR COVERINGS ABOVE THE UPPER SURFACE OF THE STRUCTURAL FLOOR WITHIN THE INTERNAL PART OF A LOT (INCLUDING TILES AND FLOATING TIMBER FLOORS) FORM PART OF THAT LOT. NO COMMON PROPERTY IS INCLUDED IN THE INTERNAL FLOOR COVERINGS.

ALL GARDEN AND RETAINING WALLS ARE COMMON PROPERTY.

ALL SERVICES WITHIN A LOT THAT ARE SERVICING ANOTHER LOT ARE COMMON PROPERTY.



GROUND FLOOR

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

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

C.Y. - DENOTES COURTYARD
 P - DENOTES PATIO

(NEWP) - DENOTES NORTH EAST FACE WALL PRODUCED (NWWP) - DENOTES NORTH WEST FACE WALL PRODUCED (SWWP) - DENOTES SOUTH WEST FACE WALL PRODUCED

THE STRATUM OF THE COURTYARDS EXTENDS FROM 5 BELOW TO 10 ABOVE THE UPPER SURFACE OF THEIR UNIT KITCHEN FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THAT LIMIT.

THE STRATUM OF THE PATIOS IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT AND INCLUDES TILES WHICH ARE NOT COMMON PROPERTY.

SURVEYOR
 Name: David Alan Jollie
 Date: 20/10/2023
 Surveyor's Ref : 64581/1

STRATA PLAN OF SUBDIVISION OF LOT 14
 IN S.P.103680.

LGA: WINGECARRIBEE
 Locality : MOSS VALE
 Reduction Ratio: 1:500
 Lengths in Metres

Registered
 20/12/2023

SP107193

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  20/12/2023	SP107193

STRATA PLAN OF SUBDIVISION OF: LOT 14 IN S.P.103680.	LGA: WINGECARRIBEE Locality: MOSS VALE Parish: BONG BONG County: CAMDEN
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This is ~~*LEASEHOLD*~~ ***FREEHOLD*** Strata Scheme

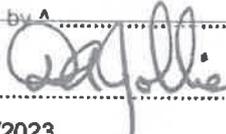
Surveyor's Certificate

I David Alan Jollie,
 of Masters Surveying, G07b 35 Crown Street, Wollongong,
 being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

~~*(a) a public place~~

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~

Signature: 

Date: 20/10/2023

Surveyor ID: 1378

Surveyor's Reference: 64581/1

^ Insert the deposited plan number or dealing number of the Instrument that created the easement

Strata Certificate (Registered Certifier)

I.....ANNA ALLEN..... being a Registered Certifier, registration number BDC.2772, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 or 59 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~

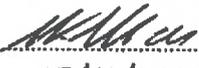
~~*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~

~~*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*.~~

Certificate Reference: 257/2023

Relevant Planning Approval No.: CDC 2021/59

issued by:..... ANNA ALLEN

Signature: 

Date: 15/12/2023

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  20/12/2023	SP107193	

VALUER'S CERTIFICATE

I, ...Rachael Vilarinho AAPI CPV.....of....WBP Group (NSW South East Coast & ACT).....
being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of
having membership with:

Professional Body:Australian Property Institute.....
Class of membership:Associate.....
Membership number:69819.....

certify that the unit entitlements shown in the schedule herewith were apportioned
on ...24 November 2023..... (being the valuation day) in accordance with Schedule 2 Strata
Schemes Development Act 2015

Signature:  Date30 November 2023.....

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
15	444
16	443
17	445
18	428
19	428
20	428
21	428
22	428
23	428
24	429
AGGREGATE	4329

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  20/12/2023	SP107193	

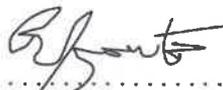
This sheet is for the provision of the following information as required:

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

ADDRESS SCHEDULE

LOT No.	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	LOCALITY
C.P.		33	KIRKHAM STREET	MOSS VALE
15	14	33	KIRKHAM STREET	MOSS VALE
16	15	33	KIRKHAM STREET	MOSS VALE
17	16	33	KIRKHAM STREET	MOSS VALE
18	17	33	KIRKHAM STREET	MOSS VALE
19	18	33	KIRKHAM STREET	MOSS VALE
20	19	33	KIRKHAM STREET	MOSS VALE
21	20	33	KIRKHAM STREET	MOSS VALE
22	21	33	KIRKHAM STREET	MOSS VALE
23	22	33	KIRKHAM STREET	MOSS VALE
24	23	33	KIRKHAM STREET	MOSS VALE

Executed by **B F INVESTMENTS PTY LTD**
(A.C.N. 003 287 429) under Section 127(1) of the
Corporations Act 2001 by being signed by:


.....
RAFFAELLE FORTE
Director


.....
ANGELA NIKOLOVSKI
Director

Planning Certificate

Pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979*

To: AGR CONVEYANCING
170 MORALA AVENUE
RUNAWAY BAY QLD 4216

Your Ref: McBain
Fees Paid: \$ 70.60
Receipt Number: -44385197

Certificate Date: 17 September 2025

Certificate Number: S10.726/0872
This certificate relates to: 33 KIRKHAM STREET MOSS VALE NSW 2577
Legal Description: S/P 103680
Property No: 1834210
Advice on this certificate: Advice provided under section 10.7(2): See Items 1-23.

IMPORTANT: Please read this certificate carefully.

This certificate contains information pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* as prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021* about the specific allotment of land described above. The information is provided in good faith and in accordance with data held by Council from various sources. All information is considered to be correct as at the Certificate Date. However, it is possible that changes have occurred since this certificate was issued. Changes can only be confirmed via a Duty Planner appointment or by applying for a new certificate.

For an allotment within a strata plan the certificate is issued for the whole of the land covered by the strata plan, not just the specific allotment(s) referred to, and information contained in the certificate may relate to the whole or any part of the strata plan.

If you require information regarding adjacent or nearby land you will need to apply for a planning certificate for that land or make an appointment with Council's Duty Planner, or consult the State Government's Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer/. Further information about the Duty Planner Service, including online bookings, is available on Council's website at www.wsc.nsw.gov.au/Plan-and-Build/Development-Support/Planning-Information-Services.

A note to private certifiers:

The information provided in this certificate does not provide definitive confirmation that complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on the land. The responses contained in Item 4 of this certificate do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

We're with you

Section 10.7(2) Advice

The matters for which information is provided under Items 1-23 of this certificate are prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Note: The explanatory notes in this certificate prefixed by the wording "Note" and italicised are provided for explanatory purposes only and do not form part of the advice provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

*Note: The headings, numbering and wording in **bold and italicised** text used in this certificate reflects the numbering and wording contained in Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

Note: All legislation (including Acts, Regulations, State Environmental Planning Policies and Local Environmental Plans) referred to in this certificate are available from the NSW Legislation website at www.legislation.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land*

State Environmental Planning Policies

State Environmental Planning Policy (Biodiversity and Conservation) 2021
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing) 2021
 State Environmental Planning Policy (Industry and Employment) 2021
 State Environmental Planning Policy (Planning Systems) 2021
 State Environmental Planning Policy (Primary Production) 2021
 State Environmental Planning Policy (Resilience and Hazards) 2021
 State Environmental Planning Policy (Resources and Energy) 2021
 State Environmental Planning Policy (Sustainable Buildings) 2022
 State Environmental Planning Policy (Transport and Infrastructure) 2021

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

Moss Vale Town Development Control Plan

(2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land*

(3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*

- (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or***
- (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.***

(4) *In this section—*

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

Draft or Proposed State Environmental Planning Policies

Explanation of Intended Effect: proposed Amendments to *State Environmental Planning Policy (Housing) 2021* for in-fill affordable housing, group homes, supportive accommodation and social housing (November 2022).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for outdoor dining on private land and at registered clubs and proposed amendments to *Standard Instrument – Principal Local Environmental Plan 2006* to include a new floor space bonus clause for new developments to include music venues (October 2023).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Planning Systems) 2021* to improve planning processes to deliver infrastructure faster (March 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for complying development for farm buildings, rural sheds and earthworks (May 2024).

Explanation of Intended Effect: Cultural State Environmental Planning Policy (November 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Biodiversity and Conservation) 2021* for changes to deter illegal tree and vegetation clearing (April 2025).

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

Nil

SITE SPECIFIC

Nil

Note: See Item 2 (below) for relevant zoning and land use details of any Planning Proposal or draft LEP.

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

- (a) the identity of the zone, whether by reference to—*
 - (i) a name, such as "Residential Zone" or "Heritage Area", or*
 - (ii) a number, such as "Zone No 2 (a)",*
- (b) the purposes for which development in the zone—*
 - (i) may be carried out without development consent, and*
 - (ii) may not be carried out except with development consent, and*
 - (iii) is prohibited*

Zoning and Land Use under the Wingecarribee Local Environmental Plan 2010 (Land Use 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 protection works; Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Backpackers' accommodation; Camping grounds; Car parks; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Funeral homes; Heavy industrial storage establishments; Home occupations (sex services); Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Note: Land use terms are defined in the Dictionary that forms part of the Wingecarribee Local Environmental Plan (WLEP) 2010. The WLEP 2010 instrument and maps can be accessed from the NSW Legislation website at www.legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0245 or via Council's website. The maps can also be viewed on the NSW Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer.

Zoning and Land Use under Applicable Draft Environmental Planning Instruments (including Planning Proposals)

Nil

(c) **Whether additional permitted uses apply to the land**

The following additional permitted uses apply to the land:

Nil

Note: Additional permitted uses are listed in Schedule 1 of the Wingecarribee Local Environmental Plan 2010. In addition, there are local provisions that apply to specific sites contained in Part 7 of the Wingecarribee Local Environmental Plan 2010 that are not required to be disclosed in a standard planning certificate under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

(d) **Whether development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions**

NO development standards apply to the land which fix minimum land dimensions for the erection of a dwelling house on the land.

(e) **Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016**

The land or part of the land IS NOT in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) **Whether the land is in a conservation area, however described**

The land or part of the land IS NOT within a heritage conservation area listed in Schedule 5 (Part 2) of the Wingecarribee Local Environmental Plan 2010.

Note: On 7 August 2024, Council resolved to support a number of new heritage conservation areas throughout the Shire. These areas are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these areas. Further information, including a list of areas, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

(g) Whether an item of environmental heritage, however described, is located on the land

The land or part of the land IS NOT identified as a heritage item or archaeological site listed in Schedule 5 (Part 1 or Part 3) of the *Wingecarribee Local Environmental Plan 2010*.

Note: On 7 August 2024, Council resolved to support more than 400 new heritage items throughout the Shire. These items are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these items. Further information, including a list of proposed items, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

The land or part of the land IS NOT identified as a heritage item of State heritage significance on the State Heritage Register under the *Heritage Act 1977*.

An interim heritage order under the *Heritage Act 1977* DOES NOT apply to the land or part of the land.

3. CONTRIBUTIONS**(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans**

The following contributions plan(s) under Division 7.1 of the *Environmental Planning and Assessment Act 1979* apply to the land:

Administration 2011 to 2031

Central Library

Open Space, Recreation, Community & Cultural Facilities 2013 to 2036

Roads and Traffic Facilities 2012 to 2031

Resource Recovery Centre 2009

Section 7.12 Local Infrastructure Contributions Plan 2025 (adopted 20/8/2025, effective 1/9/2025)

Note: There are also Developer Servicing Plans that may apply to the land that include water, sewer and stormwater contributions.

Draft contributions plans

There are NO draft Contributions Plans that apply to the land.

**(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—
(a) the name of the region, and
(b) the name of the Ministerial planning order in which the region is identified.**

The land IS NOT identified in a housing and productivity contribution region for the provision of regional infrastructure within the meaning of Division 7.1, Subdivision 4 of the *Environmental Planning and Assessment Act 1979*.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**(4) In this section—**

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
(b) has not been repealed as provided by that part.**

The land IS NOT in a special contributions area to which a continued 7.23 determination applies.

Note: Part 1 of Schedule 4 of The Act contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

- (1) ***If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.***
- (2) ***If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.***
- (3) ***If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—***
 - (a) ***a restriction applies to the land, but it may not apply to all of the land, and***
 - (b) ***the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***
- (4) ***If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.***

Note to private certifiers: The information provided in this certificate does not provide definitive confirmation that complying development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on the land. The responses contained in this item do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

Note: The Inland Code does not apply in Wingecarribee Shire.

Housing Code

Complying development under the Housing Code MAY be carried out on the land.

There ARE variations to the Housing Code as per clause 1.12 and Schedule 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP) that apply to ALL LAND in the Wingecarribee Shire. The following Housing Code clauses are varied by Schedule 3 of the Codes SEPP for Wingecarribee:

- Clause 3.10(3)—Primary road setbacks for certain large lots
- Clause 3.10(4)—Side setbacks for lots 4,000m² and greater
- Clause 3.13(1)—Minimum landscaped area for large lots.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY be carried out on the land.

Pattern Book Development Code

Complying development under the Pattern Book Development Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

The reasons why Complying Development may not be carried out on the land or part of the land

Nil

5. EXEMPT DEVELOPMENT

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

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

The table below indicates whether the land or part of the land is subject to one of the limitations to the exempt development codes listed under clause 1.16(1)(b1)–(d) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

<p>Outstanding biodiversity value</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>.</p>	NO
<p>Critical habitat of endangered species, populations and ecological communities</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i>.</p>	NO
<p>State Heritage Register and interim heritage orders</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under the Act.</p>	NO
<p>Wilderness area</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as land that is, or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>).</p>	NO
<p>Exempt development excluded areas</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land is described or otherwise identified on a map specified in Schedule 4 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p>	NO

Clause 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*—which relates to development within land within 18km of Siding Spring Observatory (Coonabarabran NSW)—DOES NOT APPLY in the Wingecarribee Shire.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

NONE of the exempt development codes are varied for Wingecarribee Shire under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: each individual exempt development code contains parameters and development standards for specific development and may contain limitations that must be complied with. If you do not comply with the parameters, limitations and development standards specified in the relevant code, exempt development under that code may not be available on the land or part of the land. It is the owner's responsibility to ensure that development complies with all relevant provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or**
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or**
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.**

- (2) *In this section—*
affected building notice has the same meaning as in the *Building Products (Safety) Act 2017, Part 4.*
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017.*

There IS NOT any affected building notice that is in force in relation to the land of which Council is aware.

There IS NOT any building product rectification order that is in force in relation to the land and that has not been fully complied with of which Council is aware.

There IS NOT any outstanding notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land.

7. LAND RESERVED FOR ACQUISITION

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

The land or part of the land IS NOT identified for acquisition by a public authority (as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under an environmental planning instrument.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under a resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
 (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
 (3) *In this section—*
flood planning area has the same meaning as in the *Flood Risk Management Manual.*
Flood Risk Management Manual means the *Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.*

The land or part of the land IS within the flood planning area.

The land or part of the land IS between the flood planning area and the probable maximum flood.

The land or part of the land IS subject to flood related development controls.

Note: Words and expressions used above have the same meanings as in the Flood Risk Management Manual, ISBN 978-1-923076-17-4 published by the NSW Government in June 2023.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

Except as stated below and elsewhere in this certificate, the land IS NOT affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Note: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. The Council considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigations carried out in conjunction with the preparation or assessment of a development application may result in the Council either refusing development consent or imposing conditions of consent on the basis of risks that are identified above.

11. BUSH FIRE PRONE LAND

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

NONE of the land is bush fire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*.

Note: New bush fire mapping for Wingecarribee Shire was certified by the Commissioner of the NSW Rural Fire Service (RFS) on 15 July 2025. The new bush fire prone land map can be viewed on [Council's website](#) or on the [NSW Planning Portal Spatial Viewer](#). Further information about development on bush fire prone land can be obtained from the [NSW RFS website](#).

12. LOOSE-FILL ASBESTOS INFORMATION

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

The land DOES NOT include 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.

13. MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land IS NOT within a declared mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

Note: If the development involves the alteration or erection of improvements on land in a mine subsidence district, prior approval of the Mine Subsidence Board is required.

14. PAPER SUBDIVISION INFORMATION

- (1) **The name of a development plan adopted by a relevant authority that—**
 (a) **applies to the land, or**
 (b) **is proposed to be subject to a ballot.**
- (2) **The date of a subdivision order that applies to the land.**
- (3) **Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.**

The land IS NOT affected by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. PROPERTY VEGETATION PLANS

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

Council HAS NOT been notified of a property vegetation plan relating to the land approved and in force under Part 4 of the *Native Vegetation Act 2003*.

16. BIODIVERSITY STEWARDSHIP SITES

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

Council HAS NOT been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

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.

17. BIODIVERSITY CERTIFIED LAND

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

The land IS NOT biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

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.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

Council HAS NOT been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—*
existing coastal protection works *has the same meaning as in the Local Government Act 1993, section 553B.*

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the "public safety area" on the Public Safety Area Map, or*
- (e) *in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

The land IS NOT affected by any condition of development consent granted after 11 October 2007 that relates to restrictions on occupation of seniors housing (as required by section 88(2) of *State Environmental Planning Policy (Housing) 2021*).

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
- (a) *the period for which the certificate is current, and*
- (b) *that a copy may be obtained from the Department.*

The land IS NOT affected by a current or former site compatibility certificate for affordable rental housing in relation to proposed development on the land of which Council is aware.

- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).*

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1) apply to the land.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

**(4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.**

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, clause 17(1) or 38(1) apply to the land.

23. WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Water or sewerage services ARE NOT, or are NOT TO BE, provided to the land under the *Water Industry Competition Act 2006*.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

The land or part of the land IS NOT within a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

CONTAMINATED LAND MANAGEMENT ACT 1997

Note: The following matters are included as prescribed by section 290 of the Environmental Planning and Assessment Regulation 2021 to address specific requirements under section 59(2) of the Contaminated Land Management Act 1997.

(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,

Council HAS NO record that the the land is significantly contaminated land at the date or the issue of this certificate.

(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,

Council HAS NO record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.

(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,

Council HAS NO record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.

- (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,**

Council HAS NO record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.

- (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.**

Council HAS NO record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.

END OF CERTIFICATE

Strategic Outcomes

This document has been authorised by the Strategic Outcomes Branch under the delegation of

Lisa Miscamble
GENERAL MANAGER

Our Ref: DD26/0321
Your Ref:
Property No: 1834310

16 September 2025

AGR CONVEYANCING
170 Morala Avenue
Runaway bay QLD 4216

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 10 S/P 103680 - 10/33 KIRKHAM STREET MOSS VALE NSW 2577

Reference is made to your application for a sewer reference sheet and drainage diagram for the abovementioned property.

Please see enclosed sewer reference sheet, however you are advised that Council does not have any records of the house drainage.

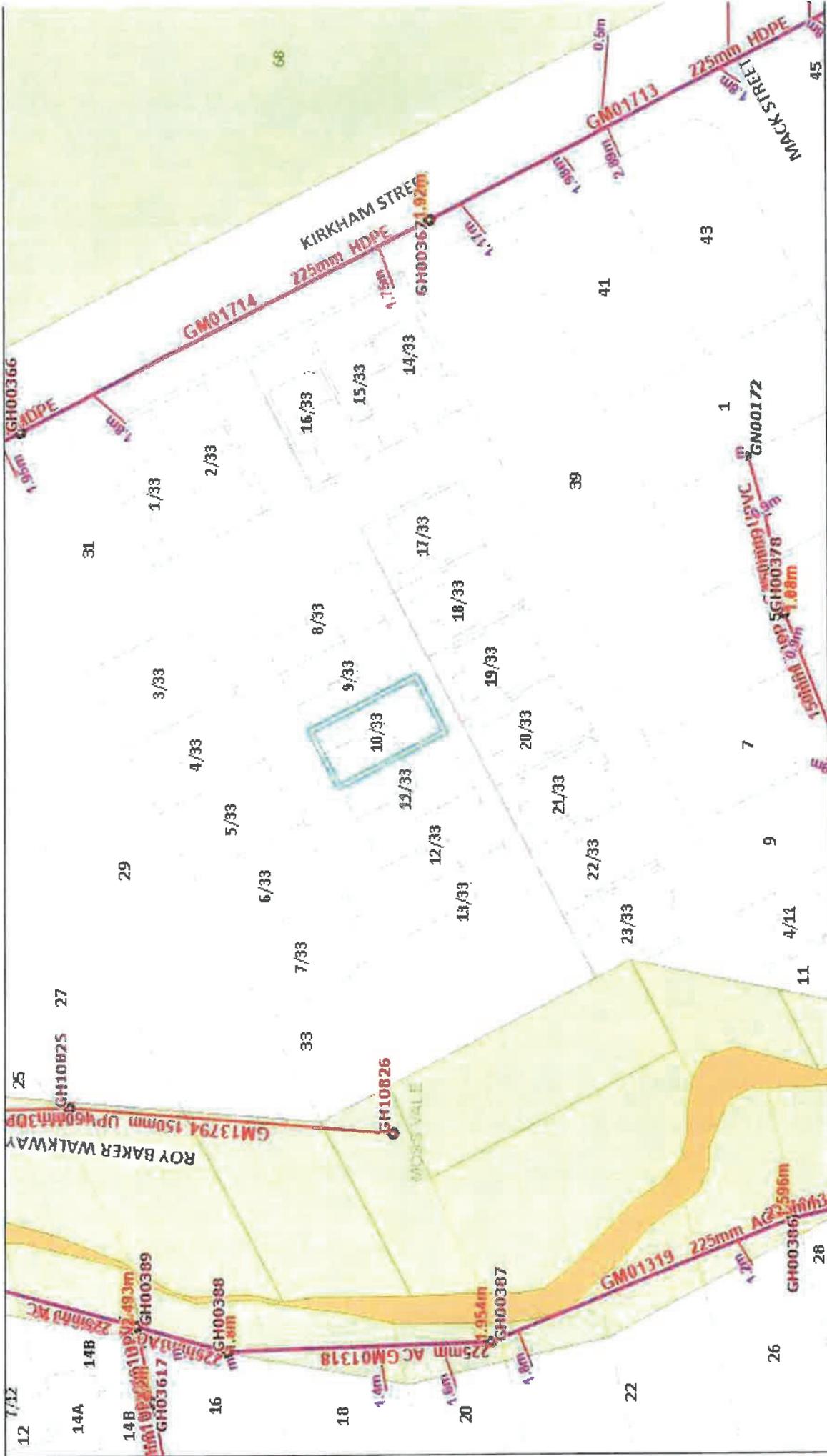
Please note that the fee paid for the drainage diagram is a search fee, therefore no refund is applicable.

Should you have any enquiries regarding this matter please contact Council's Customer Service staff on (02) 4868 0888 during office hours, Monday to Friday.

Yours sincerely

Development Assessment and Regulation

We're with you



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Wingecarribee Shire Council

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STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
16. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 17.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
20. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 21.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner for Fair Trading, Department of Customer Service in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
40. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
47. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
48. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
49. Searches, surveys and enquiries must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

52. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.