

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Bowral 373 Bong Bong Street, Bowral, NSW 2576	P: 02 4851 4861 e: reece@fnbowlral.com.au r: Reece Woods
co-agent		
vendor	Louise Jane Graham	
vendor's solicitor	Signature Law 49 Bowral Street, Bowral NSW 2576 PO Box 1566, Bowral NSW 2576	p: 02 48612345 e: jeremy@signaturelaw.com.au r: Jeremy Phillips
date for completion land (address, plan details and title reference)	See special condition 46 15/20 Clarke Street, Bowral 2576 Strata Plan: Lot 15 Strata Plan SP 21972 Folio Identifier: 15/SP21972	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input 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 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 type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Combustion Heater			
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit	_____			(10% of the price, unless otherwise stated)
balance				
contract date	(if not stated, the date this contract was made)			

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

GST AMOUNT (optional) The price includes GST of: \$
 buyer's agent

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

SIGNING PAGE

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>Name of authorised person</p> <p>_____</p> <p>Office held</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>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
-
- Manual transaction** (clause 30) NO yes
 (if yes, vendor must provide further details, including any applicable exemption, 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

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

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

All Suburbs Strata Management
 Shop 3, 10-12 Railway Street, Liverpool NSW 2170
 Phone: 02 9600 7000
info@allsuburbsstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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 <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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.

15/20 Clarke Street, Bowral NSW 2576

SPECIAL CONDITIONS

33. Section 66W Certificate

It is a term of this Contract that the Purchaser consents to waiving the five (5) day cooling off period in accordance with section 66W of the *Conveyancing Act 1919* (NSW).

34. Notice to complete

If either party fails to complete this Contract within the time specified within the Contract, then the other shall be entitled at any time thereafter, to serve a Notice to Complete requiring the other to complete within fourteen (14) days from the date of service of the Notice to Complete. The parties each acknowledge that fourteen (14) days is reasonable.

If the vendor is required to serve a Notice to Complete:

- (a) the Purchaser shall pay the vendor's reasonable costs of \$300.00 (plus GST); and
- (b) the Purchaser agrees that time is of the essence in relation to any Notice to Complete being served on the purchaser.

35. Death, bankruptcy or incapacity

Notwithstanding any rule of law or equity, should either party (or if more than one, then any one of them) prior to completion die, become mentally ill or incapable (as defined in the *Mental Health Act 2007* (NSW)), or become bankrupt (or if a Company, goes into liquidation), then either party (or any one of them) may rescind this Contract by notice in writing forwarded to the other party, upon which this Contract shall be at an end and the provisions of clause 19 of the Contract apply.

36. Acknowledgements

The Purchaser acknowledges that the Purchaser is purchasing the property:

- (a) in its present condition and state of repair;
- (b) subject to all defects, latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage, water supply, pipe, cable, wire and plumbing services and other connections or installations in respect of the property;
- (e) subject to any disclosed non-compliance with the *Local Government Act 1997* (NSW) or any ordinance under that Act in respect of any building on the land; and
- (f) having inspected the property, buys it relying on the Purchaser's own inspection and knowledge and is not relying on any statements or representations made by the Vendor or by any person on behalf of the Vendor except those contained in this Contract.

The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the above matters covered by this clause and may not require the Vendor to do any work or repairs on the property.

37. Interest for late completion

In the event that completion is not effected on the nominated day for settlement due to any reason other than the default of the Vendor, then the Purchaser shall pay the Vendor interest on the balance of the purchase price at the rate of 8% per annum calculated on a daily basis from the date nominated for completion until and including the actual day of completion. Interest shall be in addition to any other monies payable under the Contract.

38. Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by or through any real estate agency or person (other than the agent or agency nominated on the front page of this Contract).

The Purchaser agrees to indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission which may be made by any real estate agent or other person, damages, costs and legal expenses incurred that arise out of or in connection with the Purchaser's breach of warranty under this clause.

This clause will not merge in the Transfer upon completion or be extinguished by completion of this Contract and shall continue in force and effect upon completion.

39. Requisitions on title

The Purchaser agrees that the only form of general requisitions on title that the Purchaser may make under clause 5 of the Contract are those requisitions on title annexed to these Special Conditions.

40. Works

The Vendor discloses that to the best of the Vendor's belief and knowledge, that any improvements, additions and alterations (if any) (the **Works**) have been carried out on the property with the approval of the responsible Council and/or relevant authorities. The Vendor cannot answer for any Works undertaken by predecessors on title.

The Purchaser acknowledges that there may be Works the Council may not have inspected and warrants to the Vendor that the Purchaser would have entered into this Contract even if there is a matter in relation to the Works that would justify the making of any upgrading or demolition order in respect of the Works by the Council and/or other authority. The Purchaser agrees they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason of the matters outlined in this clause.

41. Discharge of mortgage

The Purchaser shall not be entitled to require the Vendor to register prior to completion, the discharge of any Mortgage or withdrawal of any caveat noted on the title to the property. An allowance for any registration fee payable in connection with the discharge of any mortgage or the withdrawal of any caveat will be made by the Vendor to the Purchaser on completion.

42. Alterations to contract

Each party authorises its solicitor or conveyancer to make alterations to this Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the authorising party.

43. Deposit

It is an essential term of this Contract that in the event the Vendor has agreed in writing to accept a 5% deposit, the Purchaser is to pay the total 10% deposit in the amounts and upon the dates as follows:

- (a) on exchange of the Contract, on the basis that 5% of the deposit is paid at the time of exchange.
- (b) upon the first to occur of:
 - (i) completion of this contract; or
 - (ii) the date that the Vendor terminates this Contract due to default by the Purchaser, the remaining 5% of the deposit.

The Purchaser acknowledges that:

- (a) notwithstanding any other correspondence issuing from any person, including the agent or the Vendor, the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price;
- (b) this special condition is in addition to and shall not limit any other rights or remedies available to the Vendor; and
- (c) this special condition is not extinguished by termination or rescission of this Contract.

If:

- (a) the Purchaser defaults on an essential term of this Contract; or
- (b) the Vendor terminates this Contract,

then the Vendor is immediately entitled to recover from the Purchaser an amount equal to 10% of the purchase price less any deposit paid, as liquidated damages in addition to and without any other limitation to any remedies available to the Vendor in contract or equity.

This special condition shall not merge upon completion of this Contract.

44. Christmas Holiday Closure

Notwithstanding the Completion Date noted on the front page of this Contract, the parties will not be required to effect completion of this Contract on any date between and including 23 December 2025 and 12 January 2026 (the **Closure Period**).

For all other purposes in this Contract with the exception of clause 37:

- (a) the date 12 January 2026 shall be determined to be the day immediately following 23 December 2025; and
- (b) for the calculation of business days pursuant to any condition in this Contract, time shall be suspended from 23 December 2025 and 12 January 2026.

For the purpose of clarity, where a Purchaser has failed to complete on or prior to 23 December 2025 in accordance with this Contract, the Purchaser will continue to accrue interest over the Closure Period and in accordance with this Contract until completion

45. Guarantee and indemnity of corporate purchaser

In consideration for entering into this Contract with a corporate purchaser, individuals referred to in execution clause annexed here to (the **Guarantors**):

- (a) guarantee to the Vendor the due and punctual payment of all money payable by the Purchaser and the due and punctual compliance by the Purchaser with all other terms and conditions to be complied with by the Purchaser under this Contract; and
- (b) agrees to indemnify the Vendor against any expense, loss or damage which the Vendor may sustain in connection with any failure by the Purchaser to duly and punctually perform those obligations.

In respect of the guarantee and indemnity in this clause, the Guarantors acknowledges and agrees the guarantee and indemnity:

- (a) is a continuing security and irrevocable while any of the Purchaser's obligations under this Contract remain unfulfilled;
- (b) is a primary security and the Vendor may call on the Guarantors for payment under this guarantee and indemnity even though no demand has been made on the Purchaser;
- (c) the Vendor may proceed against the Guarantor as though the Guarantor is the party principally liable;
- (d) applies to any variation of this Contract without the need for obtaining the Guarantors' specific consent to that variation;
- (e) does not affect any other security which the Vendor may from time to time hold in connection with the due and punctual performance of the Purchaser's obligations under this Contract. The Guarantor shall not require the Vendor to marshal or otherwise realise in favour or for the benefit of the Guarantor any security held by the Vendor or otherwise defer any of the Vendor's rights under this guarantee and indemnity or any other security; and
- (f) shall not be affected by any transfer by the Purchaser of its interests under this Contract whether with or without the Vendor's consent and shall be binding on any executors, administrators and assigns of the Purchaser.

SIGNED by the Guarantors in the presence of:

Witness signature

Witness signature

Witness name

Witness name

46. Probate

This contract is conditional upon the vendor obtaining a grant of probate in the estate of the Late **Adam Henry Reynolds**. Completion shall take place on the earlier of 42 Days of the date of this contract or 14 days after the Vendor notifies the purchaser in writing that the transmission application has been registered and Title to the property is in the name of the Vendor.

REQUISITIONS ON TITLE

15/20 Clarke Street, Bowral NSW 2576

1. Are there any restrictions on the right of the registered proprietor to convey to the Purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?
6. Has the initial period expired?
7. Are there any proposed resolutions, charges or levies not discoverable by inspection of the books of the owner's corporation, the community and precinct or neighbourhood associations?



FOLIO: 15/SP21972

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/9/2025	4:34 PM	3	11/6/2021

LAND

LOT 15 IN STRATA PLAN 21972
AT BOWRAL
LOCAL GOVERNMENT AREA WINGECARRIBEE

FIRST SCHEDULE

ADAM HENRY REYNOLDS (T AR137304)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP21972
- 2 AR137305 MORTGAGE TO BEYOND BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP21972

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
17/9/2025	4:37 PM	9	13/12/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 21972
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BOWRAL
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF MITTAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SHEET 1 SP21972

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 21972
ADDRESS FOR SERVICE OF DOCUMENTS:
ALL SUBURBS STRATA MANAGEMENT PTY LTD
PO BOX 142
LIVERPOOL BC
NSW 1871

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 N481976 COVENANT
- 3 SP21972 EASEMENT TO DRAIN WATER AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 4 AM853220 INITIAL PERIOD EXPIRED
- 5 AS710703 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 21972

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 60	2	- 60	3	- 60	4	- 60
5	- 60	6	- 60	7	- 60	8	- 60
9	- 60	10	- 60	11	- 60	12	- 60
13	- SP32671	14	- 69	15	- 69	16	- SP32671
17	- SP32671	18	- SP32671				

STRATA PLAN 32671

LOT	ENT	LOT	ENT
19	- 71	20	- 71

FOLIO: CP/SP21972

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

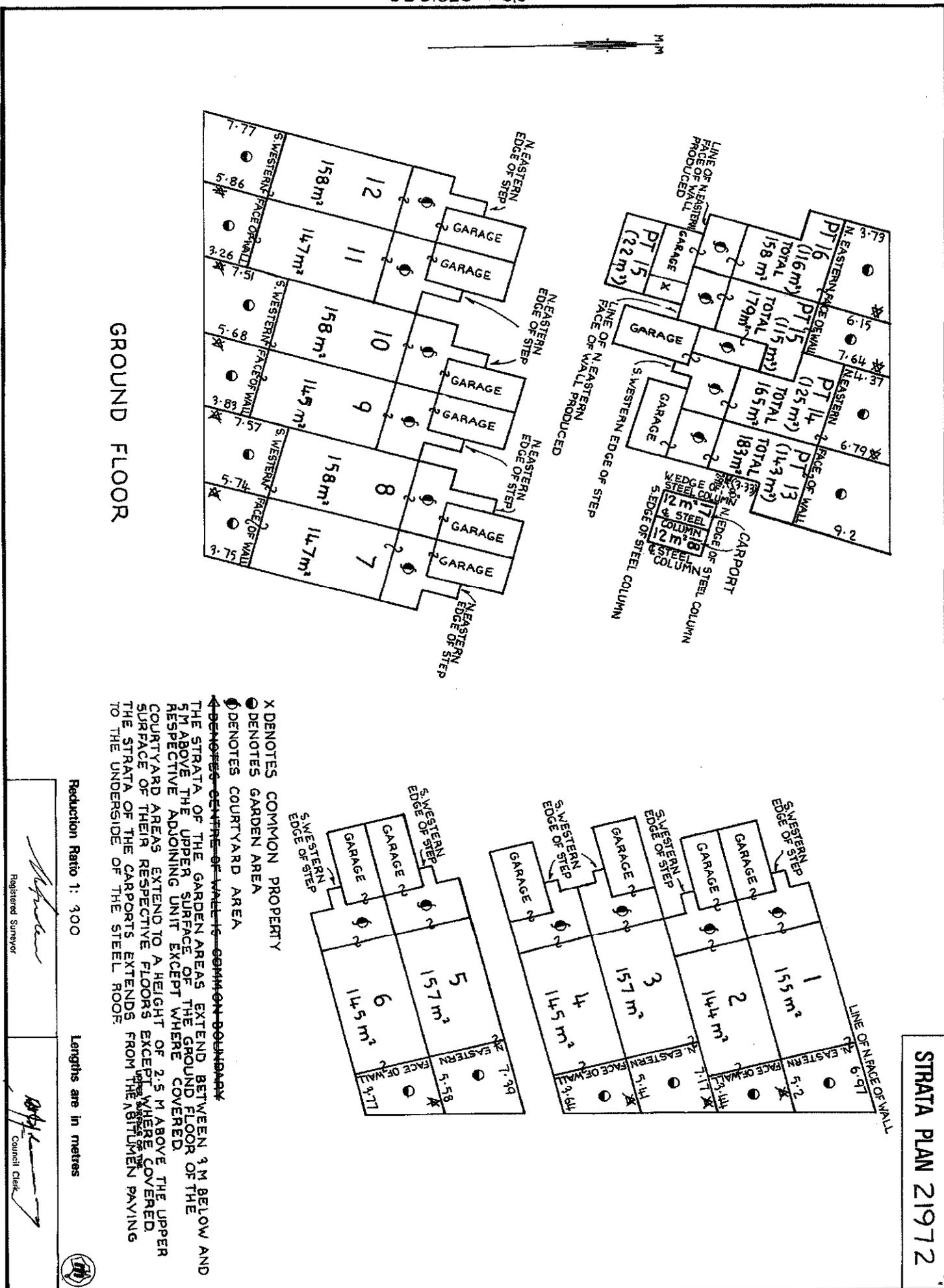
*** END OF SEARCH ***

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PRINTED ON 17/9/2025

* 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.

STRATA PLAN 21972



GROUND FLOOR

X DENOTES COMMON PROPERTY
 ● DENOTES GARDEN AREA
 ○ DENOTES COURTYARD AREA
 ← DENOTES CENTRE OF WALLS - COMMON BOUNDARY
 THE STRATA OF THE GARDEN AREAS EXTEND BETWEEN 3M BELOW AND 5M ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED
 COURTYARD AREAS EXTEND TO A HEIGHT OF 2.5 M ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
 THE STRATA OF THE CARPORTS EXTENDS FROM THE BITUMEN PAVING TO THE UNDERSIDE OF THE STEEL ROOF.

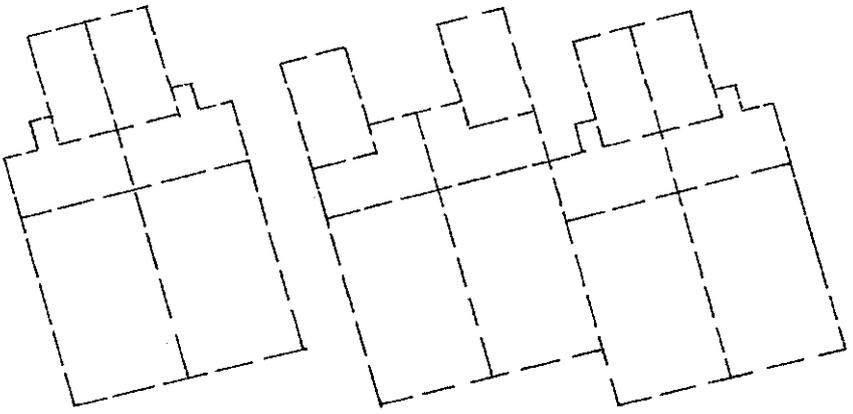
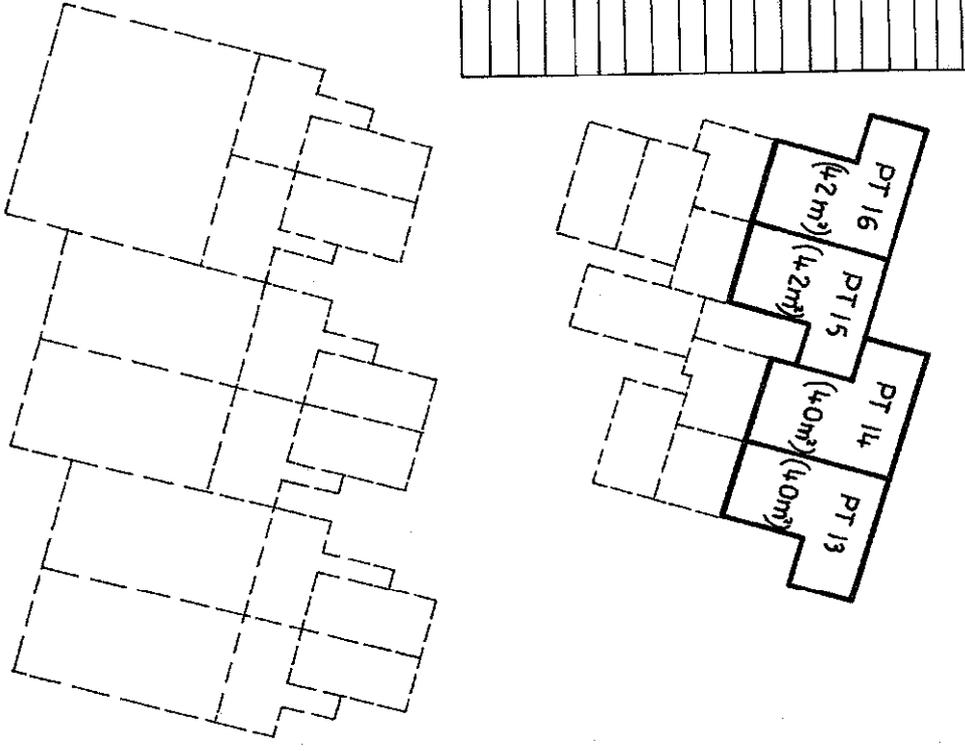
Reduction Ratio 1: 300

Lengths are in metres

Registered Surveyor
 Council Clerk

SCHEDULE OF UNIT ENTITLEMENT

LOT N ^o	UNIT ENTITLEMENT
1	60
2	60
3	60
4	60
5	60
6	60
7	60
8	60
9	60
10	60
11	60
12	60
13	69
14	69
15	69
16	69
17	2
18	2
AGC	1000



FIRST FLOOR

Reduction Ratio 1: 300

Lengths are in metres

[Signature]
Registered Surveyor

[Signature]
Council Clerk

SURVEYOR'S REFERENCE: 6567



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

Sheet 1 of 1 Sheet

Part 1

Plan : SP21972

Subdivision covered by Council Clerk's Certificate No. 481/82 of the 11th May, 1983 comprised in Lots 2, 3, and 4 of Deposited Plan 566786.

Full name and address of Proprietor of the land :

Cressy Holdings Pty. Limited,
C/- Neil Roberts & Co.,
169 Maroubra Road, Maroubra.

1. Identity of Easement referred to in the abovementioned Plan :

Easement to drain water 3.0 wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lot Burdened

Name of Authority Benefited

+
Common Property

The Council of the Shire of Wingecarribee.

THE COMMON SEAL of CRESSY HOLDINGS PTY. LIMITED was hereto affixed by Authority of the Board of Directors and in the presence of :



(Secretary)



For and on behalf of Wingecarribee Shire Council.

John Reynolds
Shire Council

Signed at Sydney this 21st day of AUGUST 1984 in presence of
Bank of NSW
under Power of Attorney No. 608 who
is the sole and true signature of the
of the Trust.

G. D. HANSEN, J.P. NEVIN JAMES HERRING

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT,
1919, LODGED WITH SP 21972.

Registered 22-10-1984

RP 13A
 4/12/97
 4/12/97



N481976
 IN 48197
 29 JUL 20 09 PM
 3.40

OFFICE USE ONLY
 12.8

MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

This form is for use where the short form of transfer is applicable.
 Penmanship and handwriting should be clear, legible and in permanent black ink. All alterations should be made by erasing the words corrected and re-written through and verified by signature or initials in the margin.
 (a) Full name, address and occupation of transferor.

(a) ROSEMARY NELL BAKER of 105 Manning Road, Woollahra, Married Woman
 hereinafter referred to as the TRANSFEROR

(b) If a less estate strike out in the margin and add appropriate estate.

being registered proprietor of an estate in fee simple^(b) in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c) Reservations and conditions, if any, in Crown Grant

in consideration of TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$ 24,500.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) ARTHUR RAYMOND SAUNDERSON and JOAN ALICE SAUNDERSON hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. If tenants in common will be presumed to hold in equal shares.

(e) the said ARTHUR RAYMOND SAUNDERSON of "Kerrisdale", Centennial Road, Bowral and the said JOAN ALICE SAUNDERSON his wife as Joint Tenants hereinafter referred to as the TRANSFEREE

an estate in fee simple^(e) in the land described in the following schedule

(f) Part lot and plan number, section etc. See also Local Government Act 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
11861	154	Part	Being lots 41, 42 and 43 NOW BEING LOTS 2, 3, and 4 in Deposited Plan No. A 566 786	Camden	Mittagong

525256

And transferees covenant with the Transferor:

1. That the Transferees for themselves executors administrators and assigns hereby covenant with the Transferor her successors and assigns for the benefit of the adjoining land owned by the Transferor namely Lot 40 in Deposited Plan No. P.A. 23500 and only during the ownership thereof by the Transferor her successors or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor her successors and assigns but such consent shall not be withheld if such fence be erected without expense to the Transferor her successors and assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

The land to which the benefit of the foregoing restriction is appurtenant is Lot 40 in Plan No. P.A. 23500. The land which is subject to the burden of the said restriction is the land hereby transferred.

The Transferor her successors and assigns is the person having the right to release vary or modify the said restriction.

(b) Herein any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 88 of the Conveyancing Act 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 15 inches and other margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attending witnesses.

Dated at Wollongong this 29th day of June 1973.

(b) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, in whose presence the transferor is known:

Where executed in New South Wales: Bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, Commissioner for taking affidavits, Headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.

Where executed in any part of the Commonwealth of Australia or in any part of the British Commonwealth: any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part.

Where executed in foreign countries: an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(i) Beyond attestation clause Act, if necessary.

(ii) Section 117 Real Property Act, 1900 requires that this certificate be signed by the transferor or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(iii) May be witnessed by any responsible person not being a party to this dealing.

(*) Signed in my presence by the transferor who is personally known to me

DK Cooper
Signature of witness

DAVID KELVIN COOPER
Name of witness (BLOCK LETTERS)

Solicitor
Qualification of witness

(*) Signed in my presence by the transferee who is personally known to me

P. J. Fleming
Signature of witness

P. J. FLEMING
Name of witness (BLOCK LETTERS)

24 Winghamville St.
Address of witness

Bowral.

R. Baker
Transferor

Accepted and certified correct for the purposes of the Real Property Act, 1900.

A. R. Sanderson
J. A. Sanderson
Transferee

A \$12

N481976

DEPARTMENTAL USE ONLY

TRANSFER

subject to covenant.

Checked
A.O.
A.I.S.

Passed
[Signature]

Signed
[Signature]

REGISTERED

18-1-1974

[Signature]

Registrar General



TO BE COMPLETED BY LODGING PARTY

Lodged by
H. M. ALLEN & CO.

Address:
LAW STATIONERS
157 KING ST., SYDNEY, NSW

Phone No.:
PHONE: 28-3554, 28-3632

Documents lodged herewith

1. *originals etc*

2. *Grant PPS 66 786*

3.

4.

5.

Received Documents

Receiving Clerk

2 c/s (ref. only)

AUTHORITY FOR USE OF INSTRUMENT OF TITLE

Authority is hereby given for the use of _____

(insert reference to certificates, grants or dealings) lodged

in connection with _____ for the

(insert number of plan or dealing)

registration of this dealing and for delivery to _____

(BLOCK LETTERS)

Signature

Name (BLOCK LETTERS)

Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____

Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____

the _____ day of _____ 19____

Signature of attorney

Signature of witness

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

I certify that _____

the attesting witness to this dealing, appeared before me at _____

the _____ day of _____ 19____

and declared that he personally knew _____

the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature

Name (BLOCK LETTERS)

Qualification

(*) Not required where dealing attested in accordance with note (b) in other cases to be signed by one of the persons referred to in note (a).



URGENT 15/1/74

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AM853220Y

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

(A) **TORRENS TITLE**

For the common property
CP/SP21972

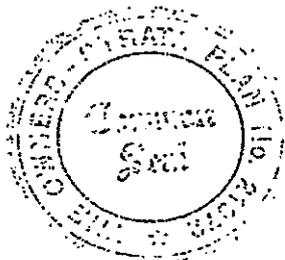
(B) **LOGGED BY**

Document Collection	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
Box 124E	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669	CH
	Reference: POLC - 6652376	

- (C) The Owners-Strata Plan No. 21972 certify that a special resolution was passed on 19/8/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special by-laws 5, 6, 7
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 21972 was affixed on 25/9/2017 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: *Narelle Doran*
 Name: NARELLE DORAN
 Authority: STRATA MANAGER
 AS DELEGATE OF
 THE OWNERS-SP 21972
 Signature:
 Name:
 Authority:



ANNEXURE "A"

SP21972 – CONSOLIDATION OF BY-LAWS

INDEX

By-law no.	Created by dealing no.	Date passed	Date Registered
1-19	Allocated via s134(3) of the Strata Schemes Management Act 2015 (and Schedule 2 to the Regulation)	Allocated 30 November 2016	N/A
Special by-law 1	AD845650		
Special by-law 2	AI350274		
Special by-law 3	AJ60112		
Special by-law 4	New	22 June 2017	To be registered
Special by-law 5	New	19 August 2017	To be registered
Special by-law 6	New	19 August 2017	To be registered
Special by-law 7	New	19 August 2017	To be registered



Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5 Damage to common property

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

An owner or occupier of a lot:

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

16 Keeping of animals

- (1) Subject to section 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not keep or bring, or allow any visitor to keep or bring, any dog on the lot or the common property.
- (2) An owner or occupier of a lot must not keep any other animal on the lot or the common property, except with the written approval of the owners corporation. The owners corporation must not unreasonably withhold that approval.

17 Appearance of lot

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

18 Notice board

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

19 Change in use of lot to be notified

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

Special By-Law 1

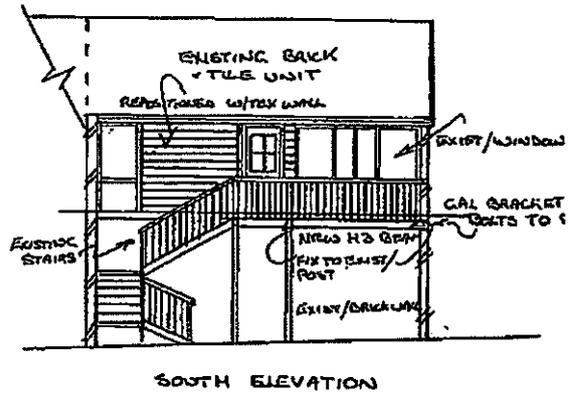
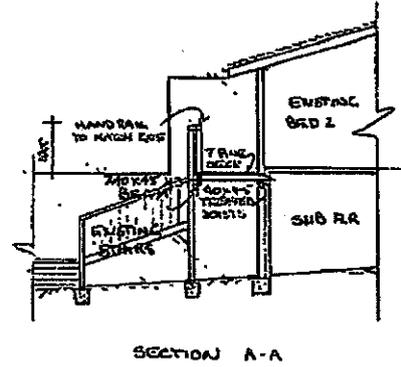
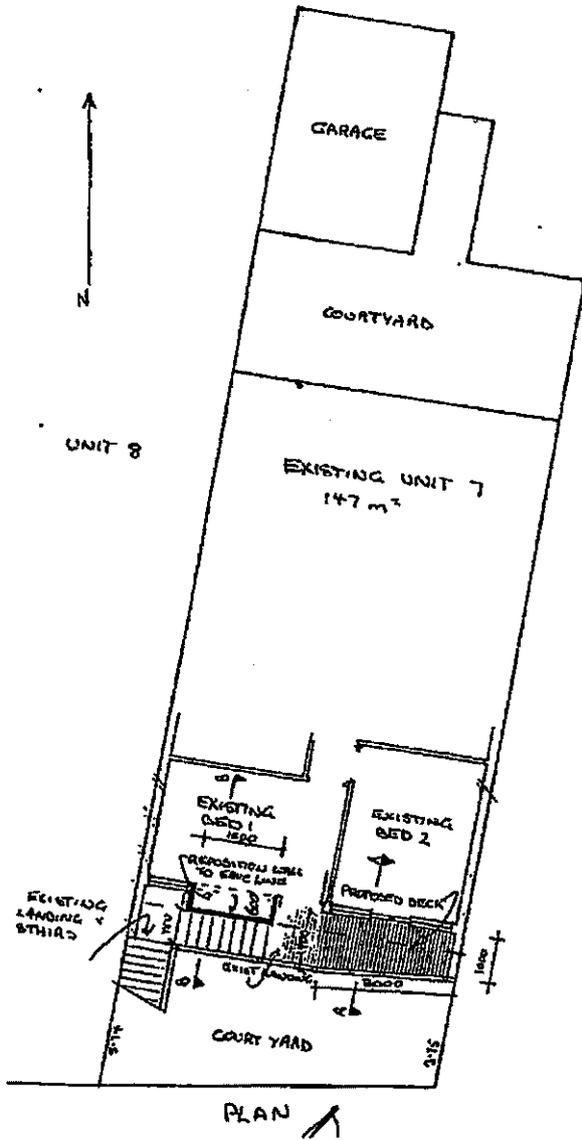
- 1(a) That the owners for the time being of each Lot be permitted to install French doors to the rear window to allow access to the rear courtyard area of that lot.
- (b) That the owners of lots 13-16 be permitted to install a kitchen window to their respective lots;

PROVIDED:

- (i) That the cost of any such work is to be met by the owners of the said lots,
- (ii) That all work is to be carried out in a proper and trademanlike manner and is subject to obtaining approval from the Wingecarribee Shire Council where such approval is required.
- (iii) The owners of the said lots will be responsible for the maintenance and upkeep of any of the installation or construction work referred to above.
- (iv) Should any damage be occasioned to the common property during the installation or construction of any of the work then any such damage will be repaired and made good by the owner of the said lot.

Special By-Law 2

1. The Owner of Lot 7 is permitted to attend to structural works and changes to Lot 7 in accordance with the attached diagram (Annexure B).
 2. The Owner of Lot 7 shall obtain approval from Wingecarribee Shire Council for such works.
 3. The Owner of Lot 7 shall be responsible for any costs involved for such works.
 4. All work is to be carried out in a proper and tradesmanlike manner.
 5. The owner of Lot 7 will be responsible for maintenance and upkeep of any of the installation or construction work required to complete the works.
 6. Should any damage be occasioned to the common property during the installation or construction of any of the work then such damage will be repaired and made good by the Owner of Lot 7.
-



Special By-Law 3 – Concreting Works (Lot 6)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lot 6 within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

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

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means carrying out concreting works on the Common Property and the kerb in front of the Strata Scheme, as set out in the concreting plan annexed to this by-law.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 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,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 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,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive 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,

2.2.7 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

2.2.8 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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property. The Owners Corporation must promptly sign any landowner's consent to any application to council.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works (including the staircase and decking alterations) as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 if approval is required, provide written evidence to the Owners Corporation that any local council approval required for the Works has been obtained;

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, as well as providing evidence of compliance with all relevant home building legislation,

4.1.1.4 if the *Home Building Act 1989* applies:

(a) enter into a contract in conformity with and meeting the requirements of the *Home Building Act 1989* with a contractor licensed to perform residential building work; and

(b) obtain and provide to the Owners Corporation a certificate of insurance evidencing any contract of Home Warranty Insurance required under Part 6 of the *Home Building Act 1989* for the Works, and

4.1.1.5 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.4 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.5 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.6 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am – 3.00pm Monday to Friday, 8.00am – 1.00pm Saturdays and not on weekends or public holidays,

4.2.1.8 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.9 Costs of Works

pay all costs associated with the Works,

4.2.1.10 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.11 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which it was in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance

with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

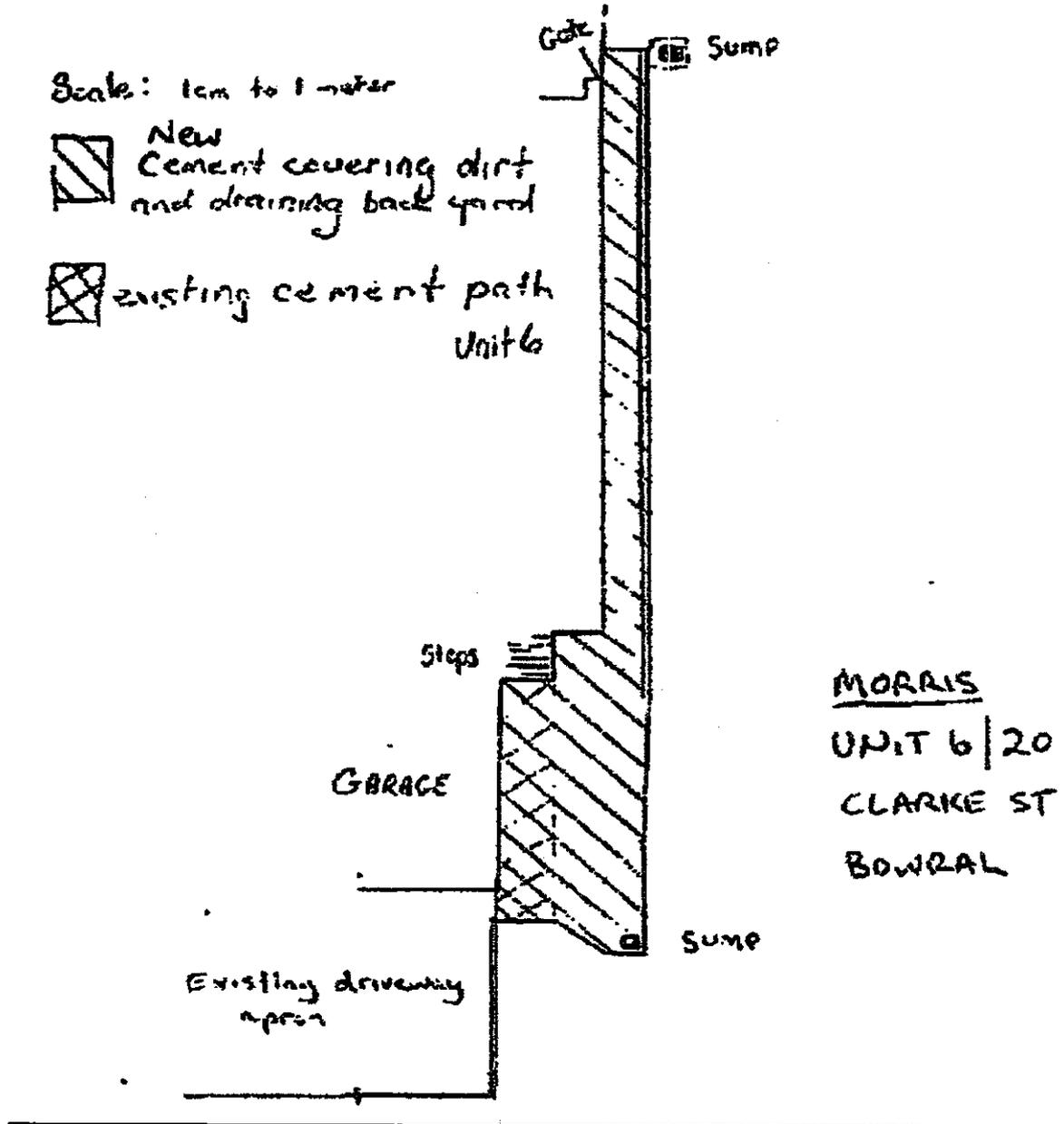
4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

- 5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
-

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.



Special By-Law No.4 – Works Authorisation (Lot 20)

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

2.1 In this by-law:

"Building" means the building to which the Works are attached.

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lot 20 within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner of the Lot and that owner's successors in title.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means renovations to the Lot and the Common Property surrounding the Lot, as described in the attached plans and summarised below, and otherwise as described below:

1. **Install new screen at courtyard;**
2. **Re-configure the entry steps;**
3. **Replace window with stacking doors;**
4. **New kitchen window;**
5. **Replace door from kitchen to courtyard with a glass panel door;**
6. **new deck;**
7. **new pergola, including timber posts;**
8. **install panels on top of the existing brick fence for privacy, to match existing panels;**
9. **Replace the existing solid timber garage door with a half glass door;**
10. **Install a Skylight over garage;**
11. **Install a new skylight in the stairwell.**
12. **Front steps to be reconstructed out of timber with new timber railing;**
13. **Front door to be moved with timber Panel next to it; and**
14. **Install Vents for Rangehood and Dryer on the outside rear wall of the Lot.**

2.2 In this by-law:

- 2.2.1 **headings have been inserted for guidance only and do not affect the interpretation of this by-law,**
- 2.2.2 **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,**
- 2.2.3 **words importing the singular number include the plural and vice versa,**
- 2.2.4 **words importing the masculine, feminine or neuter gender include both of the other two genders,**
- 2.2.5 **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,**
- 2.2.6 **where any decision needs to be made by the Owners Corporation that decision may be made by the Executive 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,**

2.2.7 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

2.2.8 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, provided that by-law 1 will still apply.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner may and is specifically authorised to conduct the Works on the Common Property.

3.1.2 If any approval is required, the Owners Corporation must promptly sign any landowner or other consent to the making of a development or other application to the local council or any other certifying body in respect of the Works.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

- 4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;
 - 4.1.1.2 obtain and provide to the Owners Corporation a copy of any certificates issued under the *Environmental Planning and Assessment Act 1979* which are required to permit the Works to commence, such as a construction certificate,
 - 4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,
 - 4.1.1.4 provide the Owners corporation with a certificate from a duly qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building, or setting out what structural work must be carried out,
 - 4.1.1.5 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.
- 4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.
- 4.1.3 The Works must not be conducted until this by-law is registered.
- 4.2 **During the Conduct of the Works**
- 4.2.1 During the Works the Owner must:
- 4.2.1.1 **Standard of Workmanship**
ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,
 - 4.2.1.2 **Time for Completion of Works**
make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,
 - 4.2.1.3 **Appearance of the Works**
ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme,

4.2.1.4 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.5 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.6 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.7 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.8 Protection of Common Property

- (i) protect all areas of the Common Property which are affected by the Works from damage, the entry of water and from dirt, dust and debris relating to the Works and ensure that all Common Property is protected from damage throughout the course of the Works,
- (ii) keep all parts of the Common Property affected by the Works sound during the course of the Works.

4.2.1.9 Daily Cleaning

clean any part of the Common Property affected by the Works on a daily basis and keep all parts of the Common Property clean, neat and tidy during the Works,

4.2.1.10 Times for Renovations

ensure that the Works are only carried out between the hours of 7.30am – 4.30pm on Monday – Friday and are not performed on weekends or public holidays,

4.2.1.11 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9.00am – 3.00pm

(with a 1-hour break between 1.00pm and 2.00pm) and are not used on weekends or public holidays,,

4.2.1.12 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.13 Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

4.2.1.14 Costs of Works

pay all costs associated with the Works,

4.2.1.15 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.
and

4.2.1.16 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the Works and the occupation of the Lot (where required), for example, any necessary compliance certificate or occupation certificate,

4.3.1.3 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

- 4.3.1.4 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

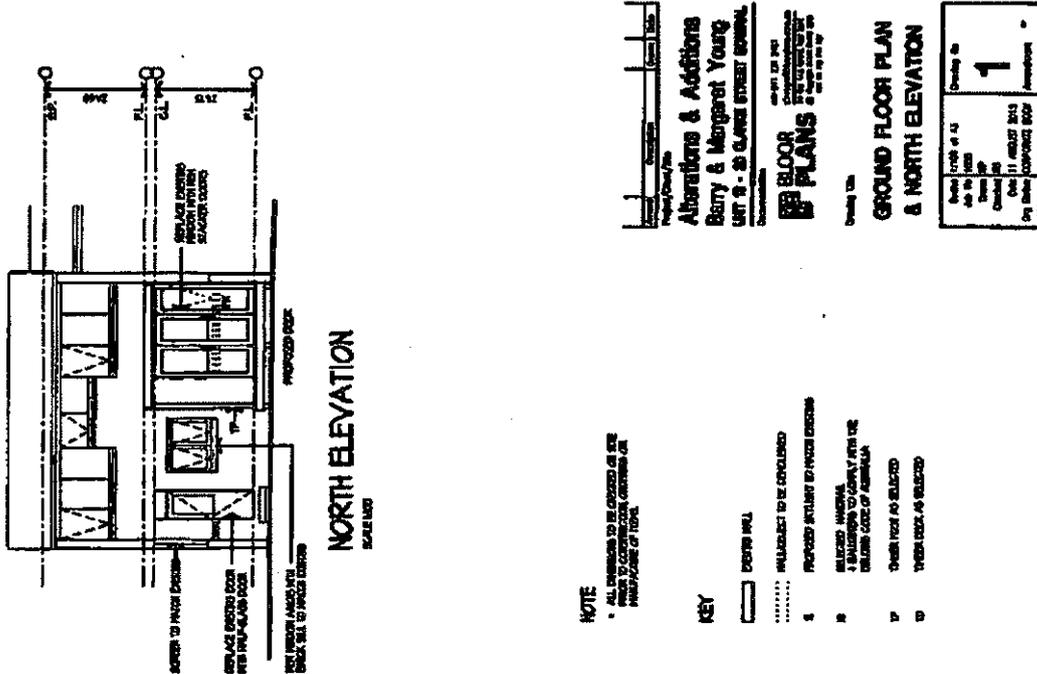
5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- 5.1.1 rectify any such breach,
- 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.



Alterations & Additions
Barry & Margaret Young
 Unit 9 - 25 CLARE STREET SYDNEY

FLOOR PLANS

Project No. 20/1372
 Date: 11/11/2020
 Drawing No. 1

GROUND FLOOR PLAN & NORTH ELEVATION

Scale: 1:50

Checked by: [Signature]
 Drawn by: [Signature]
 Date: 11/11/2020
 On: 20/1372

NOTE
 * ALL DIMENSIONS TO BE CHECKED AS PER THE DRAWINGS OF THIS PROJECT.

- KEY**
- 1. EXISTING WALL
 - 2. WALLS TO BE DEMOLISHED
 - 3. PROPOSED STRUCTURE TO BE DEMOLISHED
 - 4. EXISTING MATERIAL
 - 5. MATERIALS TO BE REPLACED WITH THE SAME CODE OF MATERIAL
 - 6. OTHER WORK AS SHOWN
 - 7. OTHER WORK AS SHOWN

Special By-Law 5 – Timber Gates and Common Property Brick Dividing Fences

1.0 Introduction

- 1.1 This by-law grants the Owners of the Lots exclusive use and enjoyment of the Gates that service their Lots and makes the Owners responsible for the maintenance and repair of those Gates.
- 1.2 This by-law also grants the Owners of the Lots special privileges in respect of the Common Property Brick Dividing Fences to keep existing Fence Fixtures and install new Fence Fixtures on certain conditions.

2.0 Definitions & interpretation

2.1 In this by-law:

- "Common Property Brick Dividing Fences" means the common brick fences situated in the courtyard or garden areas of the
- Lots each of which is situated on the common boundary of two Lots and divides one Lot from another Lot (each a "Common
- Property Brick Dividing Fence").
- "Common Property" means the common property in respect of the Strata Scheme.
- "Fence Fixtures" means fixtures and fittings that are attached to a Common Property Brick Dividing Fence including (but not
- limited to) lattice, timber screens and additional bricks.
- "Gates" means the timber gates located on Common Property including any hinges, latches, springs, handles, levers and
- frames (each a "Gate").
- "Lots" means all lots within the Strata Scheme (each a "Lot").
- "Management Act" means the Strata Schemes Management Act 2015.
- "Owner" means an owner for the time being of any one of the Lots and their successors in title.
- "Owners Corporation" means the owners corporation for the Strata Scheme.
- "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- "Works" means the alteration and additions to a Common Property Brick Dividing Fence involved in the installation of Fence Fixtures on that Common Property Brick Dividing Fence.

3.0 Gates and Common Property Brick Dividing Fences

- 3.1 The Owner of a Lot is conferred with a right of exclusive use and enjoyment of the Gate that services the Lot on the conditions of this by-law.

3.2 The Owner of a Lot is conferred with special privileges to keep any existing Fence Fixtures on the Common Property Brick Dividing Fence that services the Owner's Lot that were installed by the Owner or a predecessor of the Owner on the conditions of this by-law.

3.3 The Owner of a Lot is conferred with special privileges to install new Fence Fixtures on the Common Property Brick Dividing Fence that services the Owner's Lot on the conditions of this by-law.

4.0 Gates - General Terms and Conditions

4.1 The Owner of a Lot must properly maintain and keep in a state of good and serviceable repair the Gate that services the Lot and, where necessary, renew or replace any fixtures or fittings comprised in that Gate.

4.2 The Owner of a Lot must ensure that the Gate that services the Lot (including any replacement Gate) has an appearance that is in keeping with other Gates in the Strata Scheme.

4.3 The Owner of a Lot must indemnify and keep indemnified the Owners Corporation against all costs, actions, proceedings, claims, injuries, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of:

- (a) the condition of the Gates; or
- (b) any failure by the Owner to comply with this by-law, including but not limited to clause 4.1.

5.0 New Fence Fixtures - General Terms and Conditions

5.1 Before Installing New Fence Fixtures

5.1.1 Before installing new Fence Fixtures, each Owner must:

- 5.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works and include in the notice details of the Works including details of the new Fencing Fixtures to be installed during the Works;
- 5.1.1.2 obtain the consent of the strata committee to the details of the Works including details of the new Fencing Fixtures to be installed during the Works; and
- 5.1.1.3 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim.

5.1.2 If an Owner does not comply with the conditions set out in clause 5.1.1 that Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

5.1.3 The Works must not be conducted until this by-law is registered.

5.2 During the Conduct of the Works

5.2.1 During the Works each Owner must:

5.2.1.1 Standard of Workmanship and Functionality

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

5.2.1.2 Quality of the Works

make certain the Works comply with any applicable requirements of the Building Code of Australia,

5.2.1.3 Debris

ensure that any debris associated with the Works is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

5.2.1.4 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

5.2.1.5 Work Times

ensure that the Works are only carried out between the hours of 7.00am - 4.30pm on Monday - Friday and are not performed on weekends or public holidays,

5.2.1.7 Costs of Works

pay all costs associated with the Works,

5.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

5.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

5.3 After the Conduct of the Works

5.3.1 After the Works are complete, each Owner must:

5.3.1.1 promptly notify the Owners Corporation that the Works are complete,

5.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

5.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance

with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

6.0 Existing and New Fence Fixtures - General Terms and Conditions

6.1 Maintenance of Fence Fixtures

The Owner of a Lot must properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any existing and new Fencing Fixtures on the Common Property Brick Dividing Fence servicing that Owner's Lot that were installed by the Owner or a predecessor of the Owner.

6.2 Maintenance of Works

The Owner of a Lot must properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace, the Owner's Works and any common property occupied by those Works.

6.3 Enduring Obligations

The Owner of a Lot must:

- 6.3.1 make good any damage to another lot or the Common Property caused by the Owner's Works no matter when such damage may become evident,
- 6.3.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Owner's Works has been repaired, and
- 6.3.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Owner's Works.

6.4 Appearance of Fence Fixtures

The Owner of a Lot must ensure that any existing and new Fencing Fixtures on the Common Property Brick Dividing Fence servicing that Owner's Lot that were installed by the Owner or a predecessor of the Owner have an appearance which is in keeping with the appearance of the rest of the Brick Dividing Fence and other Fence Fixtures.

6.5 Indemnity

The Owner of a Lot indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of:

- 6.5.1 any existing and new Fencing Fixtures on the Common Property Brick Dividing Fence servicing that Owner's Lot that were installed by the Owner or a predecessor of the Owner;
- 6.5.2 the Owner's Works, or the altered state or use of the Common Property arising therefrom;
- 6.5.3 any breach of this by-law by the Owner.

7.0 Breach of this By-Law

- 7.1 If an Owner of a Lot is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify that breach and may recover as a debt due from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.
- 7.2 The Owners Corporation may, by its agents, employees or contractors, enter on any part of the Common Property for the purpose of rectifying any breach of this by-law, any breach of any other by-law applicable to the Strata Scheme or fulfilling any duty or obligation which the Owners Corporation may have pursuant to the Management Act.

Special By-Law 6 – Past Works

1. Introduction

The purpose of this by-law is to retrospectively approve certain works carried out in and around each lot and make the owner of that lot responsible for maintenance and repair of those works.

2. Approval of Works and Terms of approval

- 2.1 The owners corporation, subject to the terms of this by-law, grants to each owner:
- 2.1.1 a special privilege to keep and use the Works, and retrospective approval of those Works; and
 - 2.1.2 exclusive use of the Works and all common property required to keep and maintain the Works.
- 2.2 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works, and must renew or replace any fixtures or fittings comprised in the Works as and when necessary.
- 2.3 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of the Works servicing or contiguous to their lot or any altered common property.
- 2.4 Each owner must at his cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their Works.
- 2.5 The owners corporation has specially resolved in accordance with section 106(3) of the Act, and each owner accepts, that:
- 2.5.1 it is inappropriate to maintain, renew, replace or repair any Works; and
 - 2.5.2 its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

3. Owners corporation's power in the event of a breach of this by-law

If the owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;
- 3.2 access the lot at reasonable times and on reasonable notice in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

- 4.1 **Act** means the *Strata Schemes Management Act 2015*.
- 4.2 **lot** means a lot in the strata scheme.
- 4.3 **owner** means the owner for the time being of a lot;
- 4.4 **Works** means the following:
 - 4.4.1 For lot 20, works approved by Wingecaribee Council under DA 17/0092, involving:
 - (a) a change in use of the lot's garage (to a studio/hobby space);
 - (b) the installation of a loft/mezzanine area in that garage;
 - (c) the installation of a skylight in the roof above the lot's garage;
 - (d) the creation of an ensuite bathroom in that garage;as well as:
 - (e) installation and piping to new instantaneous gas hot water systems;
 - (f) installing concrete sleepers and post used to retain the property at the rear of the lot; and
 - (g) installing a grey exterior awning in the rear of the lot;
 - 4.4.2 For lot 8:
 - (a) installing 3 skylights;
 - (b) a complete renovation of the lot's kitchen
 - (c) a complete renovation of the lot's bathroom, including new floor and wall tiles, waterproofing and new fixtures;
 - 4.4.3 For all other lots:
 - (a) any alterations to the original bathrooms, including new floor and wall tiles, waterproofing and new fixtures;
 - (b) any alteration to the lot's kitchen that affects common property;
 - (c) any skylights that have been installed;

- (d) any new laundries or toilet areas created since the original construction of the strata scheme, including all waterproofing associated with that work;
 - (e) any timber cladding at the base of the front windows in the lots, which to an extent changes the appearance of the lots;
 - (f) any sails installed in the front courtyard of a lot, which sails are attached to the common property and change the appearance of the lot; and
 - (g) any timber stairs or decking installed in the courtyards of the lot (Excluding Lot 8) and where relevant Works refers to the Works which are contiguous to or benefit a particular owner's lot.
- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 4.6 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

Special By-Law 7 – Minor Renovations

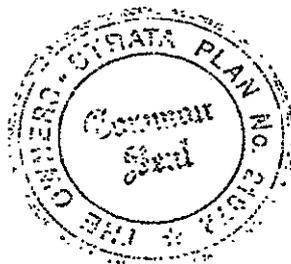
1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
 - 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors,
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,
 - 1.9. installing a reverse cycle split system air conditioner,
 - 1.10. installing double or triple glazed windows,
 - 1.11. installing a heat pump,
 - 1.12. installing ceiling insulation, and

- 1.13. any other work added to this list by regulations or by-laws.
2. Minor renovations must not involve:
 - 2.1. structural changes,
 - 2.2. changes to the external appearance of a lot, or
 - 2.3. waterproofing.
3. Minor renovations do not include:
 - 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,
 - 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.
4. Before any building work is started by an owner, the owner of a lot must give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:
 - 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - 4.4. arrangements to manage any resulting rubbish or debris.
5. An owner of a lot must ensure that:
 - 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.
6. The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor works.
7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
8. The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.
9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
10. The Lot Owner shall:

- 10.1. pay to the Owners Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - 10.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the Strata Schemes Management Act 2015 with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
 - 10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.
11. If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
- 11.1. request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3. recover the costs of such work from the Owner as a debt due; and
 - 11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.
12. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Executed by The Owners – Strata Plan No.21972 in accordance with s273 of the *Strata Schemes Management Act 2015*


.....



Approved Form 10
Certificate re Initial Period

FILM VV
AM 853220

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 21972 was affixed on ^ 25/9/17 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: *Narelle Doran* Name: NARELLE DORAN Authority: STRATA MANAGER
25/9/17 AS DELEGATE OF
THE OWNERS-SP21972

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

10/11

Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 12, 160 SUSSEX ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 220982

Land Registry Document Identification

AS710703

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/SP21972	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP21972
Other legal entity

Meeting Date

06/09/2022

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 9

Repealed by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP21972

Signer Name JESSICA BATES

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 09/12/2022

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) TORRENS TITLE	For the common property CF/SP21972	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any GRACE LAWYERS Q112, QVB, NSW1230 TEL NO.: 9284 2700 Reference: 220982
		CODE CH

- (C) The Owners-Strata Plan No. 21972 certify that a special resolution was passed on 6/9/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 9
Amended by-law No. NOT APPLICABLE
as fully set out below:

SEE ANNEXURE "A" ATTACHED HERETO.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 21972 was affixed on 18th October 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: *[Handwritten Signature]*
Name: Veronica Natunen ko
Authority: STRATA MANAGER
AS DELEGATE OF
THE OWNERS CORPORATION



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

"A"

STRATA PLAN NO 21972

BY-LAWS



Grace Lawyers - NSW

Level 12, 160 Sussex Street, Sydney NSW 2000

PO Box Q112, QVB NSW 1230

Tel: 02 9284 2700



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STANDARD BY-LAWS SP 21972

SCHEDULE 2 BY-LAWS FOR PRE 1996 STRATA SCHEMES

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note : This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite *section 106 of the Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

An owner or occupier of a lot:

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

16 Keeping of animals

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Notice board

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

19 Change in use of lot to be notified

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

SPECIAL BY-LAWS STRATA PLAN NO 21972

1. Special By-Law 1 : Works (Windows & French Doors) – Dealing AD845650
2. Special By-Law 2 : Works (Lot 7) – Dealing AI 350274
3. Special By-Law 3 : Concreting Works Lot 6 – Dealing AJ60112
4. Special By-Law 4 : Works Authorisation Lot 20 – Dealing AJ999247
5. Special By-Law 5 : Timber Gates & Common Property Brick Dividing Fences –
Dealing AM53220
6. Special By-Law 6 : Past Works – Dealing AM853220
7. Special By-Law 7 : Minor Renovations – Application by Lot Owners – Dealing
AM853220
8. Special By-Law 8 : Wet Area Renovations – AR415437
9. Special By-Law 9 : Short Term Rental

Special By-Law 1 : Works (Windows & French Doors) – Dealing AD845650

1. (a) That the owners for the time being of each Lot be permitted to install French doors to the rear window to allow access to the rear courtyard area of that lot.
- (b) That the owners of lots 13-16 be permitted to install a kitchen window to their respective lots;

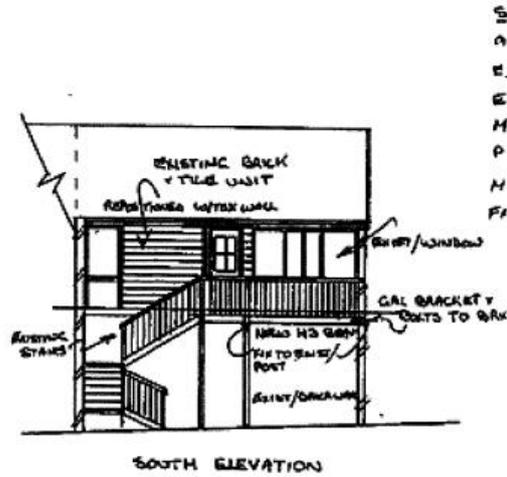
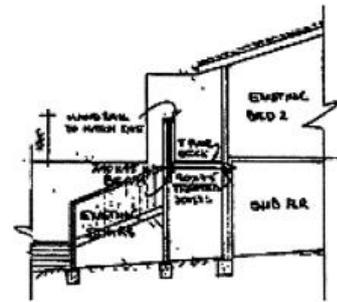
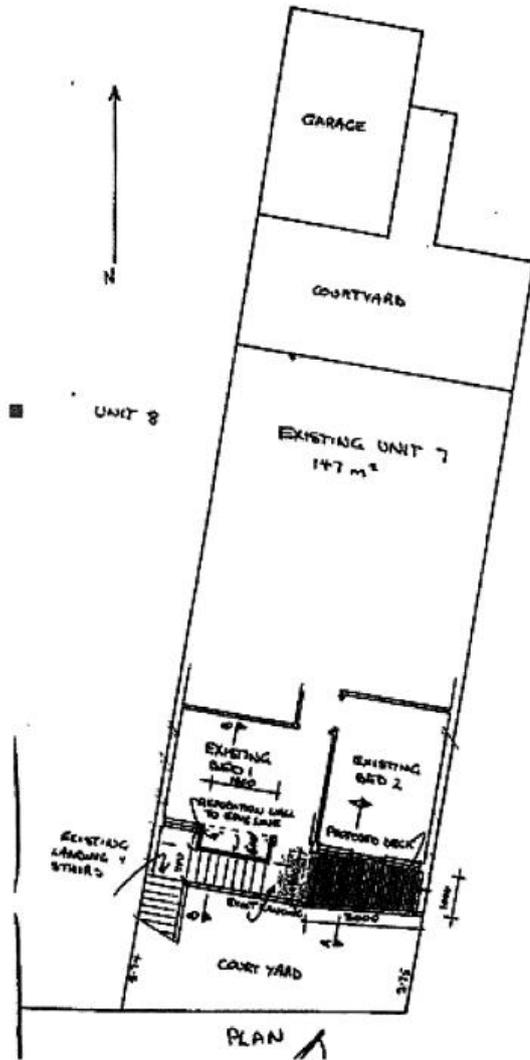
PROVIDED:

- (i) That the cost of any such work is to be met by the owners of the said lots,
- (ii) That all work is to be carried out in a proper and trademan like manner and is subject to obtaining approval from the Wingecarribee Shire Council where such approval is required.
- (iii) The owners of the said lots will be responsible for the maintenance and upkeep of any of the installation or construction work referred to above.
- (iv) Should any damage be occasioned to the common property during the installation or construction of any of the work then any such damage will be repaired and made good by the owner of the said lot.

Special By-Law 2 : Works (Lot 7) – Dealing AI 350274

1. The Owner of Lot 7 is permitted to attend to structural works and changes to Lot 7 in accordance with the attached diagram (Annexure B).
2. of Lot 7 shall obtain approval from Wingecarribee Shire Council for such works.
3. The Owner of Lot 7 shall be responsible for any costs involved for such works.
4. All work is to be carried out in a proper and tradesman like manner.
5. The owner of Lot 7 will be responsible for maintenance and upkeep of any of the installation or construction work required to complete the works.
6. Should any damage be occasioned to the common property during the installation or construction of any of the work then such damage will be repaired and made good by the Owner of Lot 7.

Annexure 'B' to Special By-Law No. 2



Special By-Law 3 : Concreting Works Lot 6 – Dealing AJ60112

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the Owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

- 2.1 In this by-law:

"**Building**" means the building to which the Works are attached.

"**Common Property**" means the common property for the Strata Scheme.

"**Development Act**" means the *Strata Schemes (Freehold Development) Act 1973*.

"**Executive Committee**" means the executive committee of the Owners Corporation.

"**Lot**" means lot 6 within the Strata Scheme.

"**Management Act**" means the *Strata Schemes Management Act 1996*.

"**Occupier**" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

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

"**Owners Corporation**" means the owners corporation for the Strata Scheme.

"**Strata Managing Agent**" means a strata managing agent appointed to the *Strata Scheme pursuant to the Management Act*.

"**Strata Plan**" means the strata plan for the Strata Scheme.

"**Strata Scheme**" means the Strata Scheme in respect of which this by-law applies.

"**Strata Legislation**" means the Development Act and the Management Act.

"**Works**" means carrying out concreting works on the Common Property and the kerb in front of the Strata Scheme, as set out in the concreting plan annexed to this by-law.

- 2.2 In this by-law:

- 2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

- 2.2.2 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,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 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,

2.2.6 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive 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,

2.2.7 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

2.2.8 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.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 For the purpose of improving or enhancing the Common Property the Owner may conduct the Works on the Common Property. The Owners Corporation must promptly sign any landowner's consent to any application to council.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works (including the staircase and decking alterations) as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 if approval is required, provide written evidence to the Owners Corporation that any local council approval required for the Works has been obtained;

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy, as well as providing evidence of compliance with all relevant home building legislation,

4.1.1.4 if the *Home Building Act 1989* applies:

(a) enter into a contract in conformity with and meeting the requirements of the Home Building Act 1989 with a contractor licensed to perform residential building work; and

(b) obtain and provide to the Owners Corporation a certificate of insurance evidencing any contract of Home Warranty Insurance required under Part 6 of the Home Building Act 1989 for the Works, and

4.1.1.5 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Quality of the Works

make certain the Works are in accordance with any specification,

4.2.1.3 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.4 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.5 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.6 Times for Renovations

ensure that the Works are only carried out between the hours of 7.00am - 4.30pm on Monday - Friday and are not performed on weekends or public holidays,

4.2.1.7 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 8.00am - 3.00pm Monday to Friday, 8.00am - 1.00pm Saturdays and not on weekends or public holidays,

4.2.1.8 Interruption to Services

give the occupiers of other lots at least 48 hours' prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.9 Costs of Works

pay all costs associated with the Works,

4.2.1.10 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.11 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which it was in immediately prior to commencement of the Works, and

4.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations

The Owner must:

- 4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,
- 4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and
- 4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works.

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

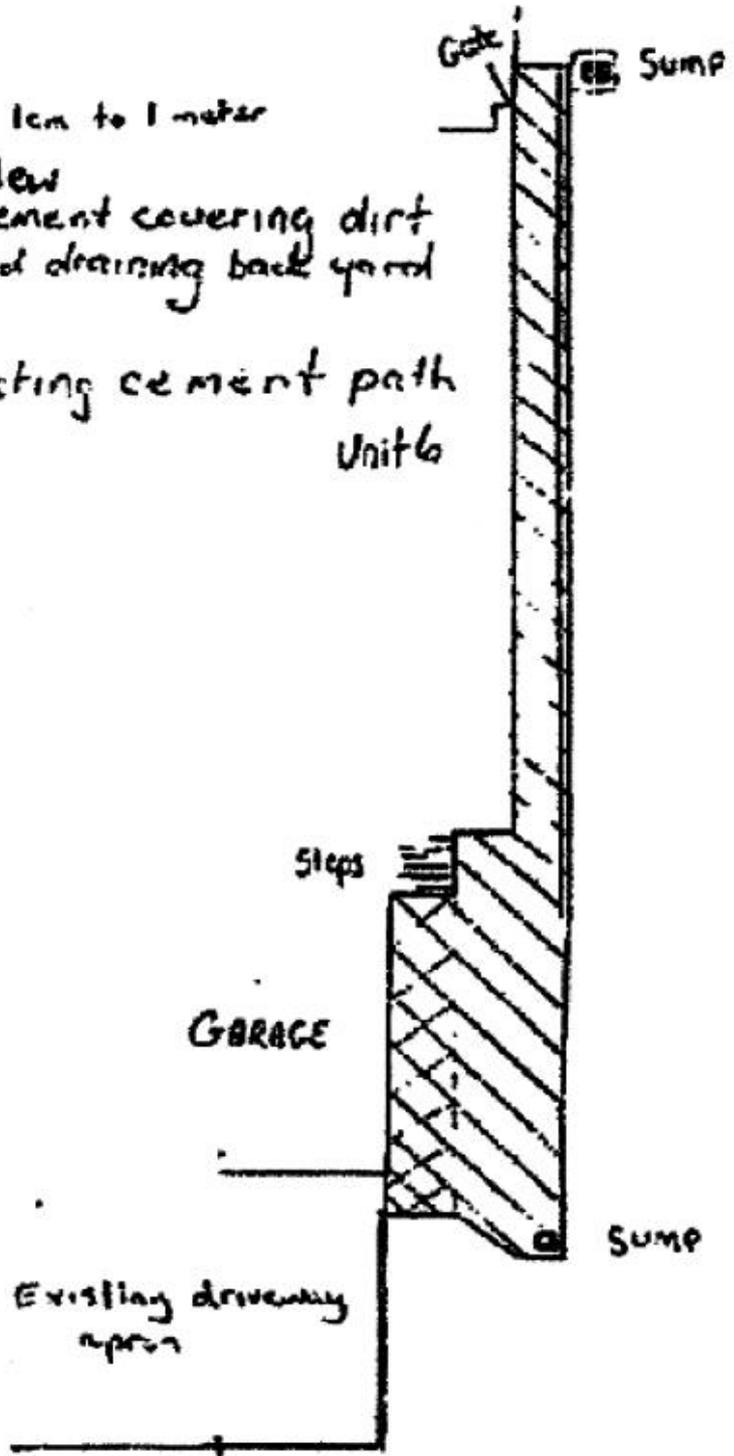
- 5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:
 - 5.1.1 rectify any such breach,
 - 5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and
 - 5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Annexure to Special By-Law No. 3

Scale: 1cm to 1 meter

 New Cement covering dirt and draining back yard

 existing cement path Unit 6



MORRIS
UNIT 6/20
CLARKE ST
BOWRAL

Special By-Law 4 : Works Authorisation Lot 20 – Dealing AJ999247

1. Introduction

- 1.1 This by-law authorises Works to be conducted on Common Property by the owner.
- 1.2 This by-law further grants to the Owner exclusive use of so much of the Works as comprise part of the Common Property so that the Owner may use and enjoy the benefit of the Works on certain terms and conditions.

2. Definitions & Interpretation

- 2.1 In this by-law:

"Building" means the building to which the Works are attached.

"Common Property" means the common property for the Strata Scheme.

"Development Act" means the *Strata Schemes (Freehold Development) Act 1973*.

"Executive Committee" means the executive committee of the Owners Corporation.

"Lot" means lot 20 within the Strata Scheme.

"Management Act" means the *Strata Schemes Management Act 1996*.

"Occupier" means an Occupier of a lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner of the Lot and that owner's successors in title.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Managing Agent" means a strata managing agent appointed to the *Strata Scheme pursuant to the Management Act*.

"Strata Plan" means the strata plan for the Strata Scheme.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

"Strata Legislation" means the Development Act and the Management Act.

"Works" means renovations to the Lot and the Common Property surrounding the Lot, as described in the attached plans and summarised below, and otherwise as described below:

1. Install new screen at courtyard;
2. Re-configure the entry steps;
3. Replace window with stacking doors;
4. New kitchen window;
5. Replace door from kitchen to courtyard with a glass panel door;

6. new deck;
7. new pergola, including timber posts;
8. install panels on top of the existing brick fence for privacy, to match existing panels;
9. Replace the existing solid timber garage door with a half glass door;
10. Install a Skylight over garage;
11. Install a new skylight in the stairwell.
12. Front steps to be reconstructed out of timber with new timber railing;
13. Front door to be moved with timber Panel next to it; and
14. Install Vents for Rangehood and Dryer on the outside rear wall of the Lot.

2.2 In this by-law:

2.2.1 headings have been inserted for guidance only and do not affect the interpretation of this by-law,

2.2.2 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,

2.2.3 words importing the singular number include the plural and vice versa,

2.2.4 words importing the masculine, feminine or neuter gender include both of the other two genders,

2.2.5 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,

2.2.8 where any decision needs to be made by the Owners Corporation that decision may be made by the Executive 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,

2.2.7 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

2.2.8 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, provided that by-law 1 will still apply.

3.0 Authorisation and Right of Exclusive Use

3.1 Authorisation

3.1.1 The Owner may and is specifically authorised to conduct the Works on the Common Property.

3.1.2 If any approval is required, the Owners Corporation must promptly sign any landowner or other consent to the making of a development or other application to the local council or any other certifying body in respect of the Works.

3.2 The Grant of Exclusive Use

3.2.1 The Owner will have a right of exclusive use and enjoyment of so much of the Works as comprise part of the Common Property on the terms and conditions set out in this by-law.

3.3 Rights of the Owners Corporation

3.3.1 The right of exclusive use and enjoyment granted to the Owner is subject to the Owners Corporation being able to obtain access to and the use of any part of that Common Property required for the purposes of fulfilling any obligation which the Owners Corporation may have under the Strata Legislation or any other law.

3.4 Responsibility for Maintenance and Upkeep

3.4.1 The Owner is responsible at all times for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works and, when necessary, renewing or replacing any part of the Works.

4.0 Terms & Conditions

4.1 Before Commencement of the Works

4.1.1 Before commencing the Works the Owner must:

4.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works;

4.1.1.2 obtain and provide to the Owners Corporation a copy of any certificates issued under the Environmental Planning and Assessment Act 1979 which are required to permit the Works to commence, such as a construction certificate,

4.1.1.3 obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim noting the interests of the Owners Corporation on the policy,

4.1.1.4 provide the Owners corporation with a certificate from a duly qualified engineer addressed to the Owners Corporation certifying that the Works will not affect the structural integrity of the Building, or setting out what structural work must be carried out,

4.1.1.5 pay for all costs associated with this by-law including, but without limiting the generality of the foregoing, the costs of the drafting, passing and registration of this by-law.

4.1.2 If the Owner does not comply with the conditions set out in clause 4.1.1 the Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

4.1.3 The Works must not be conducted until this by-law is registered.

4.2 During the Conduct of the Works

4.2.1 During the Works the Owner must:

4.2.1.1 Standard of Workmanship

ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

4.2.1.2 Time for Completion of Works

make sure the Works are carried out with due diligence and are completed as soon as practicable from the date of commencement,

4.2.1.3 Appearance of the Works

ensure the Works are carried out and completed in a manner which is in keeping with the rest of the Strata Scheme,

4.2.1.4 Variation to Works

not vary the Works without obtaining the prior written approval of the Owners Corporation,

4.2.1.5 Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the Owners Corporation,

4.2.1.6 Debris

ensure that any debris is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

4.2.1.7 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

4.2.1.8 Protection of Common Property

- (i) protect all areas of the Common Property which are affected by the Works from damage, the entry of water and from dirt, dust and debris relating to the Works and ensure that all Common Property is protected from damage throughout the course of the Works,
- (ii) keep all parts of the Common Property affected by the Works sound during the course of the works.

4.2.1.9 Daily Cleaning

clean any part of the Common Property affected by the Works on a daily basis and keep all parts of the Common Property clean, neat and tidy during the Works,

4.2.1.10 Times for Renovations

ensure that the Works are only carried out between the hours of 7.30am - 4.30pm on Monday- Friday and are not performed on weekends or public holidays.

4.2.1.11 Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 9.00am - 3.00pm (with a 1-hour break between 1.00pm and 2.00pm) and are not used on weekends or public holidays,

4.2.1.12 Interruption to Services

give the occupiers of other lots at least 48 hours prior notice of any planned interruption to the services in the Strata Scheme such as water, electricity, television, cable television,

4.2.1.13 Vehicles

ensure that no tradesperson's vehicles obstruct the Common Property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

4.2.1.14 Costs of Works

pay all costs associated with the Works,

4.2.1.15 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

4.2.1.16 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

4.3 After the Conduct of the Works

4.3.1 After the Works are complete, the Owner must:

4.3.1.1 promptly notify the Owners Corporation that the Works are complete,

4.3.1.2 obtain and give the Owners Corporation a copy of all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the Works and the occupation of the Lot (where required), for example, any necessary compliance certificate or occupation certificate,

4.3.1.3 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

4.3.1.4 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

4.4 Enduring Obligations The Owner must:

4.4.1 make good any damage to another lot or the Common Property caused by the Works no matter when such damage may become evident,

4.4.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Works has been repaired, and

4.4.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works (for example, the conditions of the Local Council's approval for the Works).

4.5 Indemnity

The Owner indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works or the altered state or use of the Common Property arising therefrom.

4.6 Access

The Owners Corporation must give the Owner and the Owner's tradespersons reasonable access through the Common Property for the purpose of carrying out the Works and enabling the Owner to comply with any condition imposed by this by-law.

5.0 Breach of this By-Law

5.1 If the Owner breaches any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

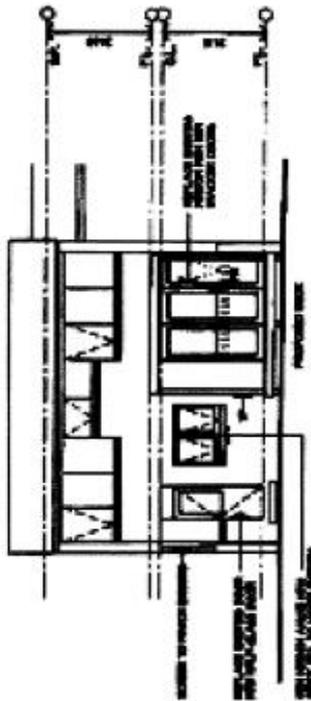
5.1.1 rectify any such breach,

5.1.2 enter on any part of the Common Property or the Lot, by its agents, employees or contractors for the purpose of rectifying any such breach, and

5.1.3 recover as a debt due from the Owner the costs of the rectification together with the expenses of the Owners Corporation incurred in recovering those costs including legal costs on an indemnity basis.

5.2 Nothing in this clause restricts the rights of or the remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Annexure to Special By-Law No. 4



NORTH ELEVATION
SCALE 1:50

Alterations & Additions
Barry & Margaret Young
 Unit 10 - 20 CLARE STREET SYDNEY

GROUND FLOOR PLAN & NORTH ELEVATION

Project No. **1**

Scale 1:50

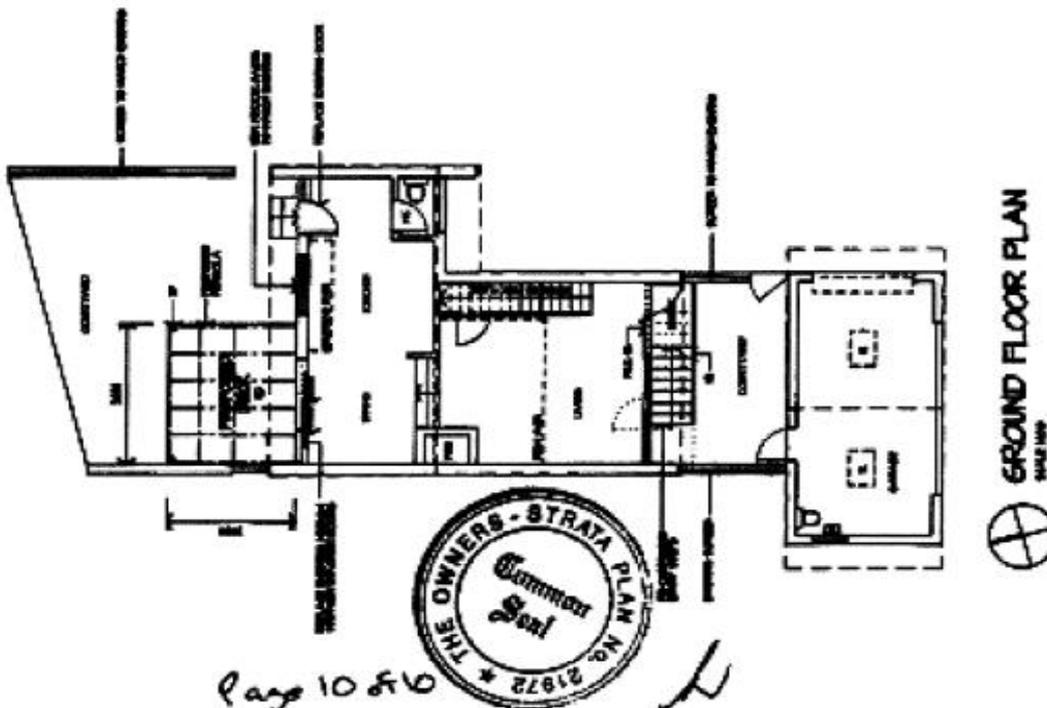
Author: Barry & Margaret Young

Drawn: Barry & Margaret Young

Checked: Barry & Margaret Young

Date: 14-Dec-2022

- NOTE**
- ALL DIMENSIONS TO BE SHOWN ON THIS PLAN ARE TO FACE UNLESS OTHERWISE SPECIFIED
- KEY**
- EXISTING WALL
 - WALLS TO BE DEMOLISHED
 - WALLS TO BE CONSTRUCTED
 - EXISTING DOOR
 - EXISTING WINDOW
 - NEW DOOR
 - NEW WINDOW
 - NEW WALL



GROUND FLOOR PLAN
SCALE 1:50



Page 10 of 10

Special By-Law 5 : Timber Gates & Common Property Brick Dividing Fences – Dealing AM53220

1.0 Introduction

- 1.1 This by-law grants the Owners of the Lots exclusive use and enjoyment of the Gates that service their Lots and makes the Owners responsible for the maintenance and repair of those Gates.
- 1.2 This by-law also grants the Owners of the Lots special privileges in respect of the Common Property Brick Dividing Fences to keep existing Fence Fixtures and install new Fence Fixtures on certain conditions.

2.0 Definitions & interpretation

2.1 In this by-law:

"Common Property Brick Dividing Fences" means the common brick fences situated in the courtyard or garden areas of the Lots each of which is situated on the common boundary of two Lots and divides one Lot from another Lot (each a "Common Property Brick Dividing Fence").

"Common Property" means the common property in respect of the Strata Scheme.

"Fence Fixtures" means fixtures and fittings that are attached to a Common Property Brick Dividing Fence including (but not limited to) lattice, timber screens and additional bricks.

"Gates" means the timber gates located on Common Property including any hinges, latches, springs, handles, levers and frames (each a "Gate").

"Lots" means all lots within the Strata Scheme (each a "Lot").

"Management Act" means the *Strata Schemes Management Act 2015*.

"Owner" means an owner for the time being of any one of the Lots and their successors in title.

"Owners Corporation" means the owners corporation for the Strata Scheme.

"Strata Scheme" means the strata scheme in respect of which this by-law applies.

"Works" means the alteration and additions to a Common Property Brick Dividing Fence involved in the installation of Fence Fixtures on that Common Property Brick Dividing Fence.

3.0 Gates and Common Property Brick Dividing Fences

- 3.1 The Owner of a Lot is conferred with a right of exclusive use and enjoyment of the Gate that services the Lot on the conditions of this by-law.
- 3.2 The Owner of a Lot is conferred with special privileges to keep any existing Fence Fixtures on the Common Property Brick Dividing Fence that services the Owner's Lot

that were installed by the Owner or a predecessor of the Owner on the conditions of this by-law.

- 3.3 The Owner of a Lot is conferred with special privileges to install new Fence Fixtures on the Common Property Brick Dividing Fence that services the Owner's Lot on the conditions of this by-law.

4.0 Gates - General Terms and Conditions

- 4.1 The Owner of a Lot must properly maintain and keep in a state of good and serviceable repair the Gate that services the Lot and, where necessary, renew or replace any fixtures or fittings comprised in that Gate.
- 4.2 The Owner of a Lot must ensure that the Gate that services the Lot (including any replacement Gate) has an appearance that is in keeping with other Gates in the Strata Scheme.
- 4.3 The Owner of a Lot must indemnify and keep indemnified the Owners Corporation against all costs, actions, proceedings, claims, injuries, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of:
- (a) the condition of the Gates; or
 - (b) any failure by the Owner to comply with this by-law, including but not limited to clause 4.1.

5.0 New Fence Fixtures - General Terms and Conditions

5.1 Before Installing New Fence Fixtures

5.1.1 Before installing new Fence Fixtures, each Owner must:

- 5.1.1.1 give the Owners Corporation at least 14 days' notice of the commencement of the Works and include in the notice details of the Works including details of the new Fencing Fixtures to be installed during the Works;
 - 5.1.1.2 obtain the consent of the strata committee to the details of the Works including details of the new Fencing Fixtures to be installed during the Works; and
 - 5.1.1.3 if requested, and for any contractor carrying out the Works on that Owner's behalf, obtain and provide to the Owners Corporation a copy of a certificate of insurance evidencing a contractors all risk insurance policy which is current and which includes public liability cover of not less than \$10 million in respect of any claim.
- 5.1.2 If an Owner does not comply with the conditions set out in clause 5.1.1 that Owner must not carry out the Works and, if already commenced, the Works must be stopped immediately.

5.1.3 The Works must not be conducted until this by-law is registered.

5.2 During the Conduct of the Works

5.2.1 During the Works each Owner must:

5.2.1.1 Standard of Workmanship and Functionality ensure the Works are carried out in a proper and workmanlike manner by appropriately qualified and licensed tradespersons utilising only first quality materials which are good and suitable for the purpose for which they are used,

5.2.1.2 Quality of the Works

make certain the Works comply with any applicable requirements of the Building Code of Australia,

5.2.1.3 Debris

ensure that any debris associated with the Works is removed from the Common Property daily and strictly in accordance with the reasonable directions of the Owners Corporation,

5.2.1.4 Storage of Building Materials on Common Property

make sure that no building materials are stored on Common Property,

5.2.1.5 Work Times

ensure that the Works are only carried out between the hours of 7.00am - 4.30pm on Monday - Friday and are not performed on weekends or public holidays,

5.2.1.7 Costs of Works

pay all costs associated with the Works,

5.2.1.8 Comply with All Laws

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works, and

5.2.1.9 Right of Access

give the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any requests from the Owners Corporation.

5.3 After the Conduct of the Works

5.3.1 After the Works are complete, each Owner must:

5.3.1.1 promptly notify the Owners Corporation that the Works are complete,

5.3.1.2 restore all Common Property damaged or affected by the Works as nearly as possible to the state which they were in immediately prior to commencement of the Works, and

5.3.1.3 provide the Owners Corporation's nominated representative(s) access to inspect the Works within 48 hours of any request from the Owners Corporation, in order to ascertain compliance with this by-law (the Owners Corporation's right to inspect the Works will expire once it is reasonably satisfied that the conditions of this by-law have been complied with).

6.0 Existing and New Fence Fixtures - General Terms and Conditions

6.1 Maintenance of Fence Fixtures

The Owner of a Lot must properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace any existing and new Fencing Fixtures on the Common Property Brick Dividing Fence servicing that Owner's Lot that were installed by the Owner or a predecessor of the Owner.

6.2 Maintenance of Works

The Owner of a Lot must properly maintain and keep in a state of good and serviceable repair and, where necessary, renew or replace, the Owner's Works and any common property occupied by those Works.

6.3 Enduring Obligations The Owner of a Lot must:

6.3.1 make good any damage to another lot or the Common Property caused by the Owner's Works no matter when such damage may become evident,

6.3.2 notify the Owners Corporation that any damage to another lot or the Common Property caused by the Owner's Works has been repaired, and

6.3.3 comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Owner's Works.

6.4 Appearance of Fence Fixtures

The Owner of a Lot must ensure that any existing and new Fencing Fixtures on the Common Property Brick Dividing Fence servicing that Owner's Lot that were installed by the Owner or a predecessor of the Owner have an appearance which is in keeping with the appearance of the rest of the Brick Dividing Fence and other Fence Fixtures.

6.5 Indemnity

The Owner of a Lot indemnifies and keeps indemnified the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of:

6.5.1 any existing and new Fencing Fixtures on the Common Property Brick Dividing Fence servicing that Owner's Lot that were installed by the Owner or a predecessor of the Owner;

6.5.2 the Owner's Works, or the altered state or use of the Common Property arising therefrom;

6.5.3 any breach of this by-law by the Owner.

7.0 Breach of this By-Law

7.1 If an Owner of a Lot is in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may rectify that breach and may recover as a debt due from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

- 7.2 The Owners Corporation may, by its agents, employees or contractors, enter on any part of the Common Property for the purpose of rectifying any breach of this by-law, any breach of any other by-law applicable to the Strata Scheme or fulfilling any duty or obligation which the Owners Corporation may have pursuant to the Management Act.

Special By-Law 6 : Past Works – Dealing AM853220

1. Introduction

The purpose of this by-law is to retrospectively approve certain works carried out in and around each lot and make the owner of that lot responsible for maintenance and repair of those works.

2. Approval of Works and Terms of Approval

- 2.1 The owners corporation, subject to the terms of this by-law, grants to each owner:

- 2.1.1 a special privilege to keep and use the Works, and retrospective approval of those Works; and
- 2.1.2 exclusive use of the Works and all common property required to keep and maintain the Works.

- 2.2 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by those Works, and must renew or replace any fixtures or fittings comprised in the Works as and when necessary.

- 2.3 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of the Works servicing or contiguous to their lot or any altered common property.

- 2.4 Each owner must at his cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their Works.

- 2.5 The owners corporation has specially resolved in accordance with section 106(3) of the Act, and each owner accepts, that:

- 2.5.1 it is inappropriate to maintain, renew, replace or repair any Works; and
- 2.5.2 its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

3. Owners corporation's power in the event of a breach of this by-law

If the owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- 3.1 rectify the breach;

- 3.2 access the lot at reasonable times and on reasonable notice in order in order to rectify the breach; and
- 3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

- 4.1 Act means the Strata Schemes Management Act 2015.
- 4.2 lot means a lot in the strata scheme.
- 4.3 owner means the owner for the time being of a lot;
- 4.4 Works means the following:
 - 4.4.1 For Lot 20, works approved by Wingecaribee Council under DA 17/0092, involving:
 - (a) a change in use of the lot's garage (to a studio/hobby space);
 - (b) the installation of a loft/mezzanine area in that garage;
 - (c) the installation of a skylight in the roof above the lot's garage;
 - (d) the creation of an ensuite bathroom in that garage; as well as:
 - (e) installation and piping to new instantaneous gas hot water systems;
 - (f) installing concrete sleepers and post used to retain the property at the rear of the lot; and
 - (g) installing a grey exterior awning in the rear of the lot;
 - 4.4.2 for Lot 8:
 - (a) installing 3 skylights;
 - (b) a complete renovation of the lot's kitchen
 - (c) a complete renovation of the lot's bathroom, including new floor and wall tiles, waterproofing and new fixtures;
 - 4.4.3 for all other lots:
 - (a) any alterations to the original bathrooms, including new floor and wall tiles, waterproofing and new fixtures;
 - (b) any alteration to the lot's kitchen that affects common property,
 - (c) any skylights that have been installed;

- (d) any new laundries or toilet areas created since the original construction of the strata scheme, including all waterproofing associated with that work;
- (e) any timber cladding at the base of the front windows in the lots, which to an extent changes the appearance of the lots;
- (f) any sails installed in the front courtyard of a lot, which sails are attached to the common property and change the appearance of the lot; and
- (g) any timber stairs or decking installed in the courtyards of the lot (Excluding Lot 8)

and where relevant Works refers to the Works which are contiguous to or benefit a particular owner's lot.

- 4.5 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 4.6 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 4.7 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect.

If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

Special By-Law 7 : Minor Renovations – Application by Lot Owners – Dealing AM853220

1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
- 1.1. renovating a kitchen,
 - 1.2. changing recessed light fittings,
 - 1.3. installing or replacing wood or other hard floors,
 - 1.4. installing or replacing wiring or cabling or power or access points,
 - 1.5. work involving reconfiguring walls,
 - 1.6. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - 1.7. installing a rainwater tank,
 - 1.8. installing a clothesline,

- 1.9. installing a reverse cycle split system air conditioner,
- 1.10. installing double or triple glazed windows,
- 1.11. installing a heat pump,
- 1.12. installing ceiling insulation, and
- 1.13. any other work added to this list by regulations or by-laws.

2. Minor renovations must not involve:

- 2.1. structural changes,
- 2.2. changes to the external appearance of a lot, or
- 2.3. waterproofing.

3. Minor renovations do not include:

- 3.1. work that involves structural changes,
 - 3.2. work that changes the external appearance of a lot, including the installation of an external access ramp,
 - 3.3. work involving waterproofing,
 - 3.4. work for which consent or another approval is required under any other Act, and
 - 3.5. work that is authorised by a by-law or a common property rights by-law.
4. Before any building work is started by an owner, the owner of a lot must give written notice (eg, complete an application form) in the form provided by the Owners Corporation, of the proposed minor renovations/building work, such application to include the following:
- 4.1. details of the work, including copies of any plans,
 - 4.2. duration and times of the work,
 - 4.3. details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - 4.4. arrangements to manage any resulting rubbish or debris.

5. An owner of a lot must ensure that:

- 5.1. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
- 5.2. the minor renovations and any repairs are carried out in a competent and proper manner.

6. The Owners Corporation by this By-law has delegated its responsibility to review and assess any application for renovations and alternations, including minor works.

7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
8. The Strata Committee will not unreasonably withhold its consent to such applications but applications will only be approved with conditions.
9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.

10. The Lot Owner shall:

- 10.1. pay to the Owners Corporation any costs {including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
- 10.2. be responsible for the performance of the duties of the Owners Corporation pursuant to section 144 of the Strata Schemes Management Act 2015 with respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and
- 10.3. at its own expense, be responsible for the repair, maintenance and upkeep of the minor renovations to the Lots.
11. If the Lot Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
 - 11.1. request, in writing, that the Owner complies with the conditions of the approval;
 - 11.2. by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
 - 11.3. recover the costs of such work from the Owner as a debt due; and
 - 11.4. such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 8 : Wet Area Renovations – AR415437

1. Introduction

This by-law gives you the right to renovate your bathroom, laundry or kitchen on certain conditions.

2. Definitions

In this by-law:

"wet area renovations" means the alterations and additions to a lot and the adjacent common property involved in renovating a bathroom, laundry or kitchen in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom, laundry or kitchen,
- replacement of fixtures and fittings in the bathroom, laundry or kitchen including the vanity, toilet, bath tub, shower and sink,
- reconfiguring non-load bearing walls in these wet areas,
- reconfiguring existing or installing new plumbing to service the fixtures and fittings in these areas, but does not include work involving structural alterations,

"lot" means any lot in the strata scheme,

"you" means an owner for the time being of a lot (being the current owner and all successors).

3. Wet Area Renovations

You may carry out wet area renovations to the wet areas in your lot on the conditions of this by-law.

4. The Conditions

4.1. Before the Bathroom, laundry or kitchen Renovations

(a) Prior Notice

At least twenty-eight (28) days before commencing wet area renovations, you must give the owners corporation a notice in writing advising of the anticipated commencement date and duration of the wet area renovations and containing a brief written description of the wet area renovations.

(b) Owners Corporation Approval

Before commencing the wet area renovations, you must ensure that the owners corporation has approved your specific wet area renovations at a general meeting and you must give the owners corporation your written consent to this by-law.

(c) Planning Approvals

Before commencing the wet area renovations you must, if required by law, obtain a complying development certificate or development consent for the wet area renovations under the Environmental Planning and Assessment Act 1979 and give the owners corporation a complete copy of the consent or certificate.

(d) Insurance Certificates

Before commencing the wet area renovations, you must give the owners corporation a copy of a certificate of currency for the all-risk insurance policy of the contractor to be engaged on the wet area renovations which must include evidence of public liability cover of not less than \$10,000,000.00 in respect of any claim and note the interests of the owners corporation and a certificate of insurance for any Home Building Compensation Fund insurance required for the bathroom renovations under the Home Building Act 1989.

4.2. During the Wet Area Renovations

(a) Quality of the wet area Renovation

You must ensure that the wet area renovations are carried out in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

You must ensure that all contractors engaged on the wet area renovations are appropriately qualified and licensed under the Home Building Act 1989.

(c) Building Code of Australia

You must ensure that the wet area renovations (including any waterproofing) are carried out and completed in accordance with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) Time for Completion of the wet area Renovations

You must ensure that the wet area renovations are done with due diligence and are completed within a reasonable time from the date of commencement.

(e) Work Hours

You must ensure that the wet area renovations are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am - 5.00pm on Monday- Friday and 9.00am - 1.00pm on Saturdays (excluding public holidays).

(f) Noise and Disturbance

You must ensure that minimum disturbance is caused to the common property during the wet area renovations and that the wet area renovations do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

(g) Location of the Wet Area Renovations

You must ensure that the wet area renovations are installed entirely on your lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) Transportation of Construction Equipment

You must ensure that all construction materials and equipment associated with the wet area renovations are transported in accordance with any manner reasonably directed by the owners corporation.

(i) Debris

You must ensure that any debris associated with the wet area renovations is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) Protection of Building

You must protect the common property that is affected by the wet area renovations from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to your lot, is protected from damage when construction materials, equipment and debris are transported over it.

(k) Daily Cleaning

You must clean any part of the common property affected by the wet area renovations on a daily basis and keep all of that common property clean, neat and tidy during the wet area renovations.

(l) Storage of Building Materials on Common Areas

You must make sure that no building materials associated with the wet area renovations are stored on the common property.

(m) Times for Operation of Noisy Equipment

You must ensure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) Cost of the Wet Area Renovations

You must pay all costs associated with the wet area renovations.

4.3. After the Wet Area Renovations

(a) Completion Notice

As soon as practicable after completion of the wet area renovations, you must notify the owners corporation in writing that the bathroom renovations have been completed.

(b) Waterproofing Certificate

As soon as practicable after completion of the wet area renovations, you must obtain and give the owners corporation a certificate from the contractor responsible for installing any waterproofing membrane during the wet area renovations advising of the warranty for the waterproofing and certifying that the waterproofing has been installed in accordance with, and complies with, the Building Code of Australia and any applicable Australian Standard.

(c) Restoration of Common Property

As soon as practicable after completion of the wet area renovations, you must restore all other parts of the common property affected by the wet area renovations as nearly as possible to the state they were in immediately before the wet area renovations.

4.4.

(a) Maintenance of the Wet Area Renovations

You must, at your cost, properly maintain your wet area renovations and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the wet area renovations.

(b) Maintenance of the Common Property

You must, at your cost, properly maintain the common property occupied by your wet area renovations and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

You must, at your cost, make good any damage to the common property or another lot caused as a result of the wet area renovations no matter when such damage may become evident.

(d) Appearance of the Wet Area Renovations

You must ensure that your bathroom renovations have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to your wet area renovations and the existing service to your lot is separately metered and charged to your account then you must ensure that the new service is installed so as to also be separately metered and charged to your account.

(f) Indemnity

You will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of your wet area renovations, the altered state, condition or use of the common property arising from your bathroom renovations or any breach of this by-law.

(g) Compliance with all Laws

You must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to your wet area renovations.

5. Breach of this By-Law

- (a) If you breach any condition of this by-law and fails to rectify that breach within 30 days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may:
- (i) rectify that breach,
 - (ii) enter on any part of the strata scheme including your lot, by its agents, employees or contractors, in accordance with the Strata Schemes Management Act 2015 for the purpose of rectifying that breach, and
 - (iii) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs.
- (b) Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

Special By-Law 9 : Short Term Rental

PART 1

PREAMBLE

- 1.1 This by-law is made pursuant to Division 2 of Part 7 of the Act.
- 1.2 This by-law is to prohibit a Lot being used for the purpose of a Short-term rental accommodation arrangement where the Lot is not the principal place of residence of a person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
- 1.3 This by-law (as far as law allows) is to regulate the use of a Lot where the Lot is subject to a Short-term rental accommodation arrangement by the person who has the Lot as their principal place of residence.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.

- (b) **Administration Fee** means any reasonable administrative, cleaning, maintenance or any other costs and expenses incurred by the Owners Corporation from time to time arising as a direct result of an Owner or occupier using their Lot for a Short-term rental accommodation arrangement.
- (c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Strata Scheme including the local council.
- (d) **Bond** means a once off payment in the amount of \$1,000.00, or another amount reasonably determined by the strata committee, payable by an Owner or occupier to the Owners Corporation for using or allowing their Lot to be used for a Short-term rental accommodation arrangement. If an amount is determined by the strata committee, the strata committee shall notify the Owner or occupier as to the amount payable prior to the Owner or occupier using their Lot for a Short-term rental accommodation arrangement. The Bond may be in the form of a bank guarantee.
- (e) **Lot** means each and every lot in the Strata Scheme.
- (f) **Owner** means the respective owner of a Lot from time to time.
- (g) **Owners Corporation** means the Owners Corporation constituted upon registration of Strata Plan No 21972.
- (h) Short-term rental accommodation arrangement has the same meaning as in section 54A of the *Fair Trading Act 1987*.
- (i) **Strata Scheme** means the strata scheme relating to Strata Plan No 21972 located at 20 Clarke Street, Bowral NSW 2576.

2.2 Interpretation

In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail;
- (i) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-

law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and

- (j) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

PROHIBITION

- 3.1 Subject to section 137A of the Act, a Lot may not be used for a Short-term rental accommodation arrangement.
- 3.2 Where an Owner or occupier uses a Lot as their principal place of residence and intends on using the Lot for a Short-term rental accommodation arrangement then the Owner or occupier shall comply with the conditions contained in this by-law.
- 3.3 Notwithstanding any other by-law applicable to the Strata Scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions in the Strata Scheme on the conditions set out in Part 4.

PART 4

CONDITIONS FOR USE OF LOT

- 4.1 An Owner or occupier acknowledges and agrees that, if they intend to use their Lot for a Short-term rental accommodation arrangement under the exemption contained in section 137A of the Act (as part of their occupation of the Lot as a principal place of residence), that use may require consent from an Authority.
- 4.2 An Owner or occupier who wishes to use their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, before entering into any Short-term rental accommodation arrangement for the first time:
 - (a) notify the Owners Corporation that they intend on using the Lot for a Short-term rental accommodation arrangement under the exemption;
 - (b) seek and provide to the Owners Corporation a copy of any approval from the Authority so allowing the Short-term rental accommodation arrangement;
 - (c) if an occupier, provide to the Owners Corporation the written approval of the Owner to the occupier using the Lot for a Short-term rental accommodation arrangement;
 - (d) provide a report from a suitably qualified expert setting out any additional work health and safety requirements, fire safety requirements, or other requirements or works required to comply with any law, regulation, ordinance or covenant provisions relating to the use of the Lot for Short-term rental accommodation arrangements;
 - (e) pay the Bond to the Owners Corporation as a single payment.

- 4.3 An Owner or occupier who uses their Lot under the exemption contained in section 137A of the Act for a Short-term rental accommodation arrangement must, after complying with clause 4.2:
- (a) provide a notice to the Owners Corporation specifying the names of any person(s) occupying the Lot under a Short-term rental accommodation arrangement, the period of their occupancy, and the date of anticipated termination of the occupancy for each person pursuant to section 258 of the Act (each time the Lot is used for that purpose);
 - (b) maintain the amount of the Bond to the amount specified or determined by the strata committee, where the amount of the Bond is reduced below that amount for any reason (including but not limited to as a result of clause 4.10 or 4.11 of this by-law).
- 4.4 An Owner or occupier must ensure that their respective Lot is not used for any purpose that:
- (a) is a prohibited use under any planning instrument, ordinance, or law administered by any Authority associated with Short-term rental accommodation arrangements;
 - (b) is a use prohibited by law; and
 - (c) is not in accordance with the *Fair Trading Act 1987* including the code of conduct as may be established thereunder.
- 4.5 Where there is any work required to the Strata Scheme or common property in order for the use of a particular Lot to comply with any law, regulation, ordinance or covenant relating to the use for Short-term rental accommodation arrangements then the Owner or occupier shall be liable for all works and associated costs on an indemnity basis and shall not use the Lot for that purpose until such time as all works have been completed to the satisfaction of the Owners Corporation (which may require a by-law as contemplated by section 143 of the Act).
- 4.6 An Owner or occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of a use contrary to this by-law.
- 4.7 An Owner or occupier must, at the time of entering into any permitted Short-term rental accommodation arrangement with another person, provide a copy of the by-laws of the Strata Scheme including this by-law to that other person and must ensure that other person complies with this by-law and all of the by-laws for the Strata Scheme.
- 4.8 The Owners Corporation, strata committee or strata managing agent may serve a notice on an Owner or occupier requiring that person to provide evidence sufficient to prove the Lot(s) so owned or occupied is/are not being used for a use prohibited by or in breach of this by-law or any law.
- 4.9 The Owners Corporation, acting reasonably, may charge an Owner or occupier the Administration Fee.
- 4.10 An Owner or occupier shall indemnify and keep indemnified the Owners Corporation from any claims, losses, damages, costs, fees, expenses, fines and penalties incurred or suffered by or claimed against the Owners Corporation caused by, arising out of or in

relation to an Owner or occupier using a Lot for a Short-term rental accommodation arrangement.

4.11 Subject to any breach of this by-law and upon satisfaction by the Owners Corporation of the compliance by an Owner or occupier and any person occupying their Lot under a Short-term rental accommodation arrangement with this by-law in its entirety, the Owners Corporation shall refund the Bond to the Owner or occupier, less any costs incurred by the Owners Corporation, including the Administration Fee, for or in connection with a breach of this by-law.

4.12 If an Owner or occupier fails to comply with any obligation under this by-law:

- (a) the Owners Corporation may refer the Owner or occupier to any relevant Authority;
- (b) the Owners Corporation may request, in writing, that the Owner or occupier complies with the terms of the by-law and the Owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
- (c) the Owner or occupier must indemnify the Owners Corporation jointly and severally against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be reasonably required to carry out any work or take any other steps to rectify the Owner's or occupier's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner or occupier jointly and severally, as a debt in a forum of competent jurisdiction, the Administration Fee and all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

APPROVED FORM 23

Attestation

The seal of The Owners - Strata Plan No 21972 was affixed on

18th October 2022 in the presence of:

Signature(s): 

Name(s): Veronica Nazarenko

STRATA MANAGER
AS DELEGATE OF
OWNERS CORPORATION

Authority: _____

Being the person(s) authorised by section 273 of the *Strata Schemes Management Act 2015*

to attest the affixing of the seal.



Planning Certificate

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

To: SIGNATURE LAW
49 BOWRAL STREET
BOWRAL NSW 2576

Your Ref: 3084
Fees Paid: \$ 70.60
Receipt Number: -44393040

Certificate Date: 23 September 2025

Certificate Number: S10.726/0914

This certificate relates to: 15/20 CLARKE STREET BOWRAL NSW 2576

Legal Description: Lot 15 S/P 21972

Property No: 363300

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

Bowral Town Plan 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*.

Outstanding biodiversity value 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> .	NO
Critical habitat of endangered species, populations and ecological communities 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> .	NO

State Heritage Register and interim heritage orders 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.	NO
Wilderness area 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>).	NO
Exempt development excluded areas 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> .	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 NOT within the flood planning area.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood.

The land or part of the land IS NOT 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.**

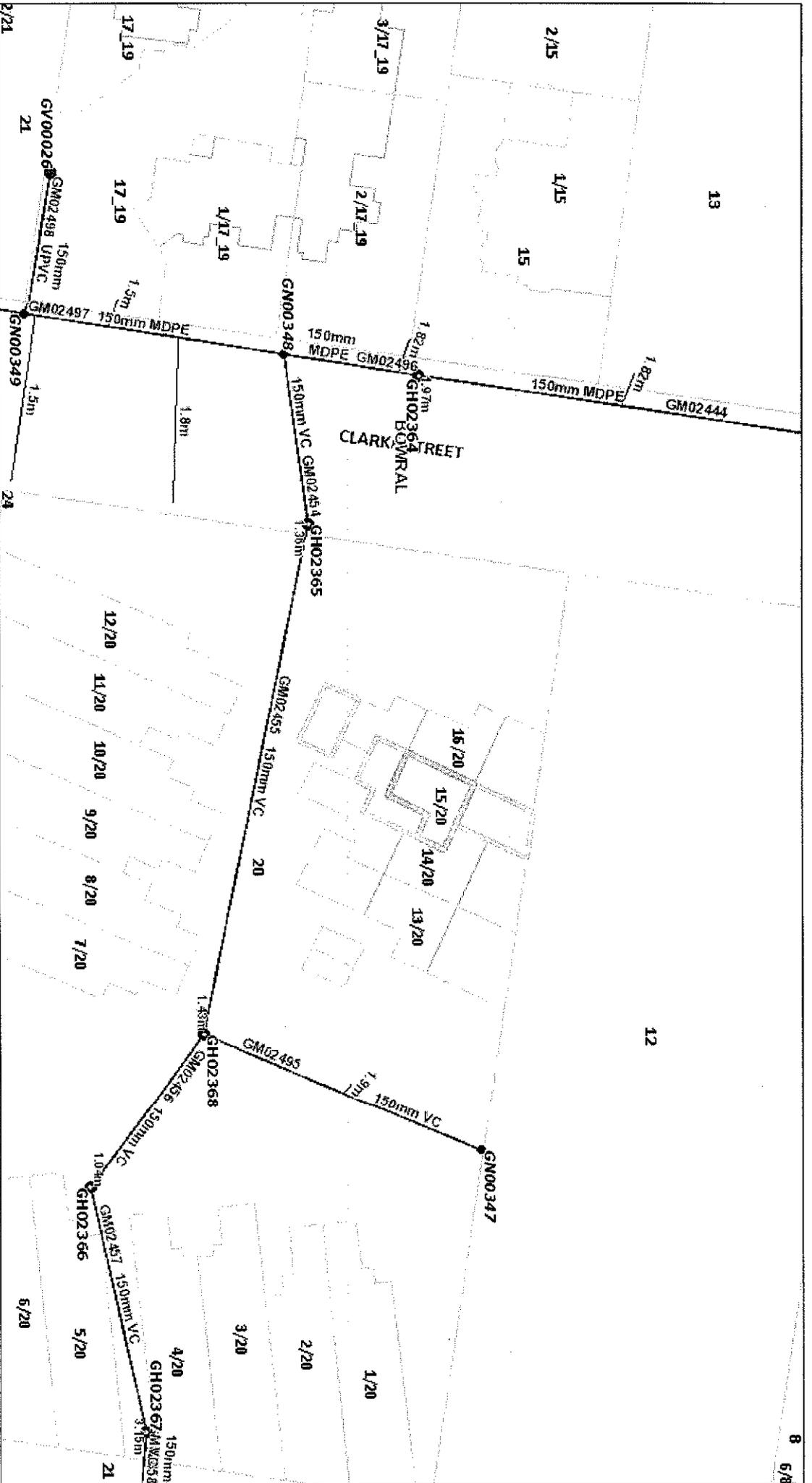
Council HAS NO record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.

END OF CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER



Wingecarribee Shire Council



WINGECARRIBEE
SHIRE COUNCIL



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PLAN OF SANITARY DRAINAGE

PLAN No. 2088
 DETAIL PLAN No.
 ASSESS. No.
 B/A 275/80

PREMISES: LOT 2/4. D.P. 566786. HOUSE No.
 NAME

STREET: CLARKE ST.
 TOWN or LOCALITY: BOWRAH

OWNER: CAREY HOLDINGS TEST INT.
 EXT.

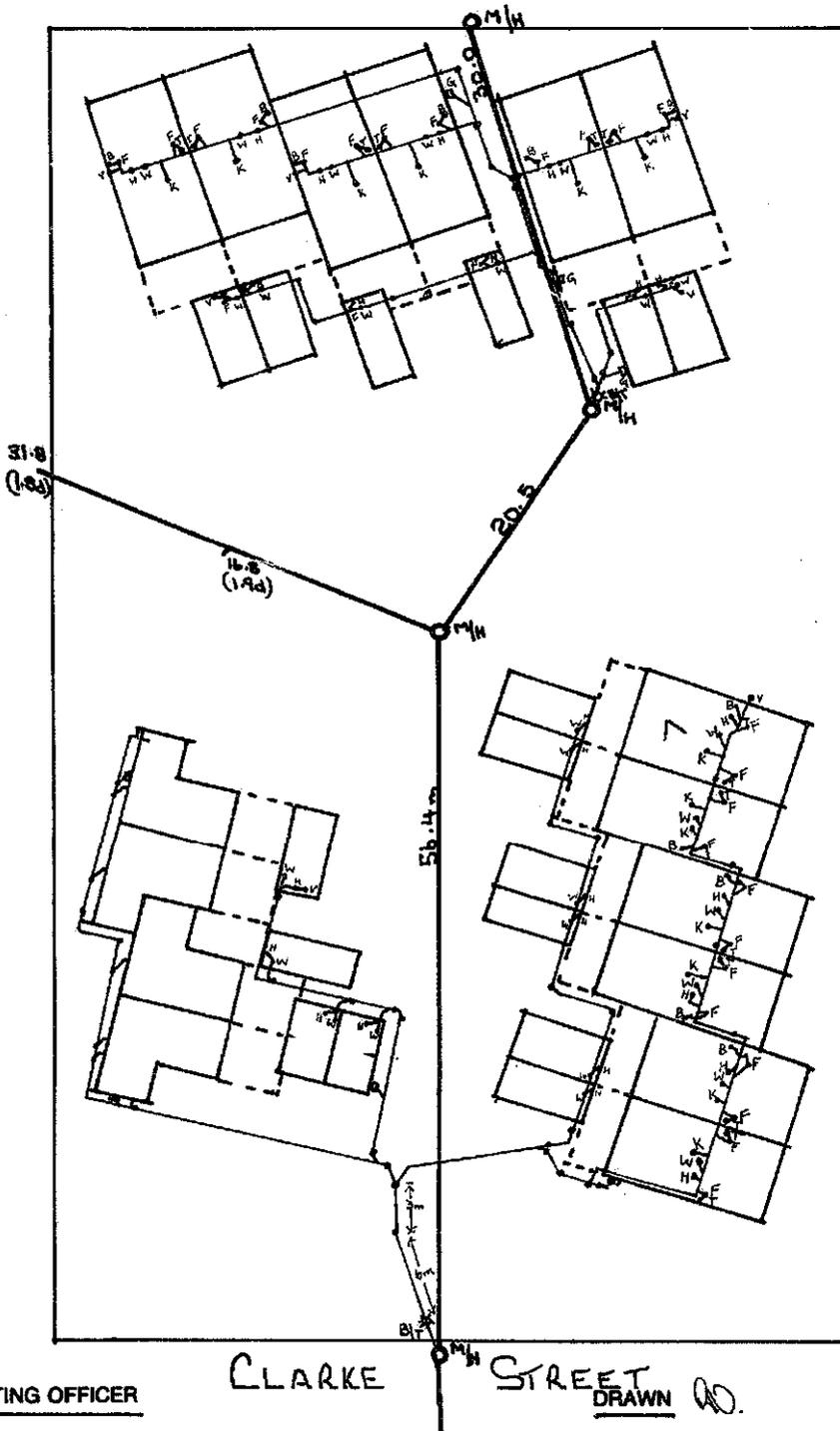
PLUMBER: BERRIMA DISTRICT PLUMBERS CERTIFICATE:

JUNCTION METRES FROM DOWNSTREAM M.H. No.
 SCALE 1:500 DEPTH

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER

LEGEND

- ⊗ BOUNDARY TRAP
- ⊙ GREASE INTERCEPTOR
- GULLY
- ⊞ P. TRAP
- INSPECTION OPENING
- Overt. VERTICAL PIPE
- OV VENT PIPE
- IP INDUCT PIPES
- T TUBS
- K KITCHEN SINK
- W WATER CLOSET
- B BATH WASTE
- H HANDBASIN
- S SHOWER
- F FLOOR WASTE
- F.d FLOOR WASTE—DRY
- M WASHING MACHINE



INSPECTING OFFICER

CLARKE STREET DRAWN AO.

DATE 13-7-82