

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	DRAFT	Ph (02)
co-agent		Fax (02)
vendor	JENNIFER THERESE FAVA of 13 Glenquarry Crescent, Bowral 2576	
vendor's solicitor	Wilkinson Throsby & Edwards 52 Wingecarribee Street, Bowral 2576 Email: cyoung@wte.com.au	Ph (02) 4861 2499 Ref: Chris Young
date for completion	35 th	day after the contract date (clause 15)
land (address, plan details and title reference)	39/15 Lorraine Avenue, Berkeley Vale 2261 being Lot 23 in Strata Plan 21689	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: 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 checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input 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 type="checkbox"/> other:			
exclusions				
purchaser	of _____ THIS IS A DRAFT COPY CONTRACT ONLY AND IS NOT TO BE EXCHANGED			
purchaser's solicitor	Email: _____		Ph (02)	
			Fax (02)	
			Ref:	
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>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>

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 exception, in the space below):

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a **GSTRW payment** (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 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 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 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 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

Your Management Centre
 PO Box 2144
 GOSFORD NSW 2250

Phone: (02) 4323 6882
 Email: info@ymc123.com

FURTHER PROVISIONS IN CONTRACT FOR SALE OF LAND - 2022 Edition

VENDOR **JENNIFER THERESE FAVA**

PURCHASER

PROPERTY **39/15 Lorraine Avenue, Berkeley Vale**

A. AMENDMENT OF PRINTED PROVISIONS

- Provision 7.1.1 is deleted.
- In Provisions 10.1.8 and 10.1.9, delete the word “substance” and replace it with the word “existence”.
- Provision 19.2.3 is deleted.
- Provision 31.6 is added as follows:

“31.6 Notwithstanding any other provision in this clause 31, the date for completion will be the later of the date for completion specified on page 1 of this Contract and 7 days after the Vendor serves any *clearance certificate* or *variation*.”

B. NOTICE TO COMPLETE

The parties agree that fourteen (14) days is a reasonable and sufficient period of notice for a notice to complete making time of the essence of this contract.

C. STATE OF REPAIR

The Purchaser has inspected the property thoroughly and agrees to buy it in its present condition and state of repair. The Purchaser does not rely on any representation about the property by the Vendor or by anyone on behalf of the Vendor. The Purchaser may not make any objection, requisition, or claim for compensation about any defect or want of repair in the property and may not require the Vendor to do any work on or repairs to the property.

D. SERVICES

The Purchaser agrees to buy the property with whatever water, sewerage, telephone, gas and electricity services, there now are and may not make any objection, requisition or claim for compensation about the nature or availability of any of these services.

E. INTEREST FOR LATE COMPLETION

If completion takes place after the completion date (other than for the reason that the Vendor was in default of a material obligation under the contract or was otherwise not ready, willing or able to complete), the Purchaser must pay to the Vendor on completion:

- (a) interest on the balance of the price, calculated on a daily basis at eight percent (8%) per annum for the period from the day following the completion date up to and including the actual date of completion; and
- (b) \$300.00 plus GST being a fair representation of the additional legal costs incurred by the Vendor as a result of the Purchaser’s failure to complete this contract on the completion date.

F. VENDOR’S AGENT

- (1) The Purchaser acknowledges and warrants that the Purchaser has not been introduced to the Vendor or the property, either directly or indirectly, by any real estate agent.
- (2) The Purchaser indemnifies the Vendor against any claim or claims made by any agent against the Vendor in respect of this sale where the claim arises from a breach of this warranty on the part of the Purchaser. The rights under this clause continue after completion whether or not other rights continue.

G. DEPOSIT

The Purchaser authorises the Vendor's solicitor to be the deposit-holder.

G. ELECTRONIC TRANSACTIONS ACT 2000

The parties agree that this contract is subject to the Electronic Transactions Act 2000. Each party agrees and consents that, for the purposes of any law of NSW, this contract may be signed, executed, communicated and sent by electronic means.



FOLIO: 23/SP21689

SEARCH DATE	TIME	EDITION NO	DATE
15/8/2023	11:28 AM	7	9/12/2020

LAND

LOT 23 IN STRATA PLAN 21689
AT BERKELEY VALE
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

JENNIFER THERESE FAVA (T AQ629827)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP20989
- 2 SP20989 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP20989

SEARCH DATE	TIME	EDITION NO	DATE
15/8/2023	11:32 AM	43	5/12/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 20989
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BERKELEY VALE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP775484

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 20989
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BCS STRATA MANAGEMENT PTY LTD
PO BOX 930 GOSFORD 2250

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H744630 COVENANT
- 3 DP775484 REGISTERED. THE STRATA SCHEME IS NOW WITHIN LOT 52
IN DP775484
- 4 DP775484 PRIOR TITLES NOW VOL 15185 FOL 90, 1/735536
- 5 SP20989 RESTRICTION(S) ON THE USE OF LAND
- 6 SP34621 REGISTERED.
- 7 SP35010 REGISTERED.
- 8 SP42503 REGISTERED.
- 9 AN283339 INITIAL PERIOD EXPIRED
- 10 AS609681 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 222)

STRATA PLAN 20989

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- SP21374		

STRATA PLAN 21374

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
8	- 1	9	- 1	10	- 1	11	- 1
12	- 1	13	- 1	14	- SP21491		

END OF PAGE 1 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 222) (CONTINUED)

STRATA PLAN 21374

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 21491

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
15	- 1	16	- 1	17	- 1	18	- 1
19	- 1	20	- 1	21	- SP21689		

STRATA PLAN 21689

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
22	- 1	23	- 1	24	- 1	25	- 1
26	- 1	27	- 1	28	- SP21886		

STRATA PLAN 21886

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 1	30	- 1	31	- 1	32	- 1
33	- 1	34	- 1	35	- SP21910		

STRATA PLAN 21910

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
36	- 1	37	- 1	38	- 1	39	- 1
40	- 1	41	- 1	42	- SP22162		

STRATA PLAN 22162

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
43	- 1	44	- 1	45	- 1	46	- 1
47	- 1	48	- 1	49	- SP22311		

STRATA PLAN 22311

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
50	- 1	51	- SP30223	52	- 1	53	- SP30223
54	- 1	55	- 1	56	- SP22542		

STRATA PLAN 22542

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
57	- 1	58	- 1	59	- 1	60	- 1
61	- SP22633						

STRATA PLAN 22633

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
62	- 1	63	- 1	64	- 1	65	- 1
66	- SP22756						

STRATA PLAN 22756

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
67	- 1	68	- 1	69	- 1	70	- 1
71	- SP30137						

END OF PAGE 2 -- CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 222) (CONTINUED)

STRATA PLAN 22756

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 30137

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
74	- 1	75	- 1	76	- 1	77	- 1
78	- 1	79	- 1	80	- SP30223		

STRATA PLAN 30223

LOT	ENT	LOT	ENT
72	- 1	73	- 1

STRATA PLAN 30224

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
81	- 1	82	- 1	83	- 1	84	- 1
85	- 1	86	- 1	87	- SP30396		

STRATA PLAN 30396

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
88	- 1	89	- 1	90	- 1	91	- 1
92	- 1	93	- 1	94	- SP30759		

STRATA PLAN 30759

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
95	- 1	96	- SP66887	97	- 1	98	- 1
99	- 1	100	- SP30955				

STRATA PLAN 30955

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
101	- 1	102	- 1	103	- 1	104	- 1
105	- SP31094						

STRATA PLAN 31094

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
106	- 1	107	- 1	108	- 1	109	- 1
110	- SP31235						

STRATA PLAN 31235

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
111	- 1	112	- 1	113	- 1	114	- 1
115	- SP31416						

STRATA PLAN 31416

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
116	- 1	117	- 1	118	- 1	119	- 1
120	- 1	121	- 1	122	- SP31581		

END OF PAGE 3 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 222) (CONTINUED)

STRATA PLAN 31416

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 31581

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
123	- 1	124	- 1	125	- 1	126	- 1
127	- 1	128	- 1	129	- SP31639		

STRATA PLAN 31639

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
130	- 1	131	- 1	132	- 1	133	- 1
134	- 1	135	- 1	136	- SP32064		

STRATA PLAN 32064

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
137	- 1	138	- 1	139	- 1	140	- 1
141	- 1	142	- 1	143	- 1	144	- 1
145	- SP32629						

STRATA PLAN 32629

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
146	- 1	147	- 1	148	- 1	149	- 1
150	- 1	151	- 1	152	- 1	153	- 1
154	- 1	155	- 1	156	- 1	157	- 1
158	- SP33004						

STRATA PLAN 33004

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
159	- 1	160	- 1	161	- 1	162	- 1
163	- 1	164	- 1	165	- SP33005		

STRATA PLAN 33005

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
166	- 1	167	- 1	168	- 1	169	- 1
170	- 1	171	- 1	172	- SP33238		

STRATA PLAN 33238

LOT	ENT
173	- SP33336

STRATA PLAN 33336

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
174	- 1	175	- 1	176	- 1	177	- 1
178	- 1	179	- 1	180	- SP33337		

END OF PAGE 4 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 222) (CONTINUED)

STRATA PLAN 33336

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 33337

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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181 - 1		182 - 1		183 - 1		184 - 1	
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185 - 1		186 - 1		187 - SP33820			
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STRATA PLAN 33820

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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188 - 1		189 - 1		190 - 1		191 - 1	
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192 - 1		193 - 1		194 - SP33821			
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STRATA PLAN 33821

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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195 - 1		196 - 1		197 - 1		198 - 1	
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199 - 1		200 - 1		201 - SP34621			
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STRATA PLAN 34621

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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202 - 1		203 - 1		204 - 1		205 - 1	
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206 - 1		207 - 1		208 - SP34622			
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STRATA PLAN 34622

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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209 - 1		210 - 1		211 - 1		212 - 1	
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213 - SP35010							
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STRATA PLAN 35010

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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214 - 1		215 - 1		216 - 1		217 - 1	
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218 - SP35011							
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STRATA PLAN 35011

LOT	ENT	LOT	ENT	LOT	ENT		
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219 - 1		220 - 1		221 - SP35814			
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STRATA PLAN 35814

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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222 - 1		223 - 1		224 - 1		225 - 1	
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226 - SP35815							
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STRATA PLAN 35815

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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227 - 1		228 - 1		229 - 1		230 - 1	
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231 - SP36530							
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END OF PAGE 5 - CONTINUED OVER

FOLIO: CP/SP20989

PAGE 6

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 222) (CONTINUED)

STRATA PLAN 35815

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 36530

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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232 - 1		233 - 1		234 - 1		235 - 1	
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236 - SP36531

STRATA PLAN 36531

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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237 - 1		238 - 1		239 - 1		240 - 1	
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241 - SP42503

STRATA PLAN 42503

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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242 - 1		243 - 1		244 - 1		245 - 1	
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246 - SP42504

STRATA PLAN 42504

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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247 - 1		248 - 1		249 - 1		250 - 1	
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251 - SP46949

STRATA PLAN 46949

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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252 - 1		253 - 1		254 - 1		255 - 1	
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256 - SP46950

STRATA PLAN 46950

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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257 - 1		258 - 1		259 - 1		260 - 1	
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261 - SP46951

STRATA PLAN 46951

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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262 - 1		263 - 1		264 - 1		265 - 1	
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STRATA PLAN 66887

LOT	ENT	LOT	ENT
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266 - 1		267 - 1	
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NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

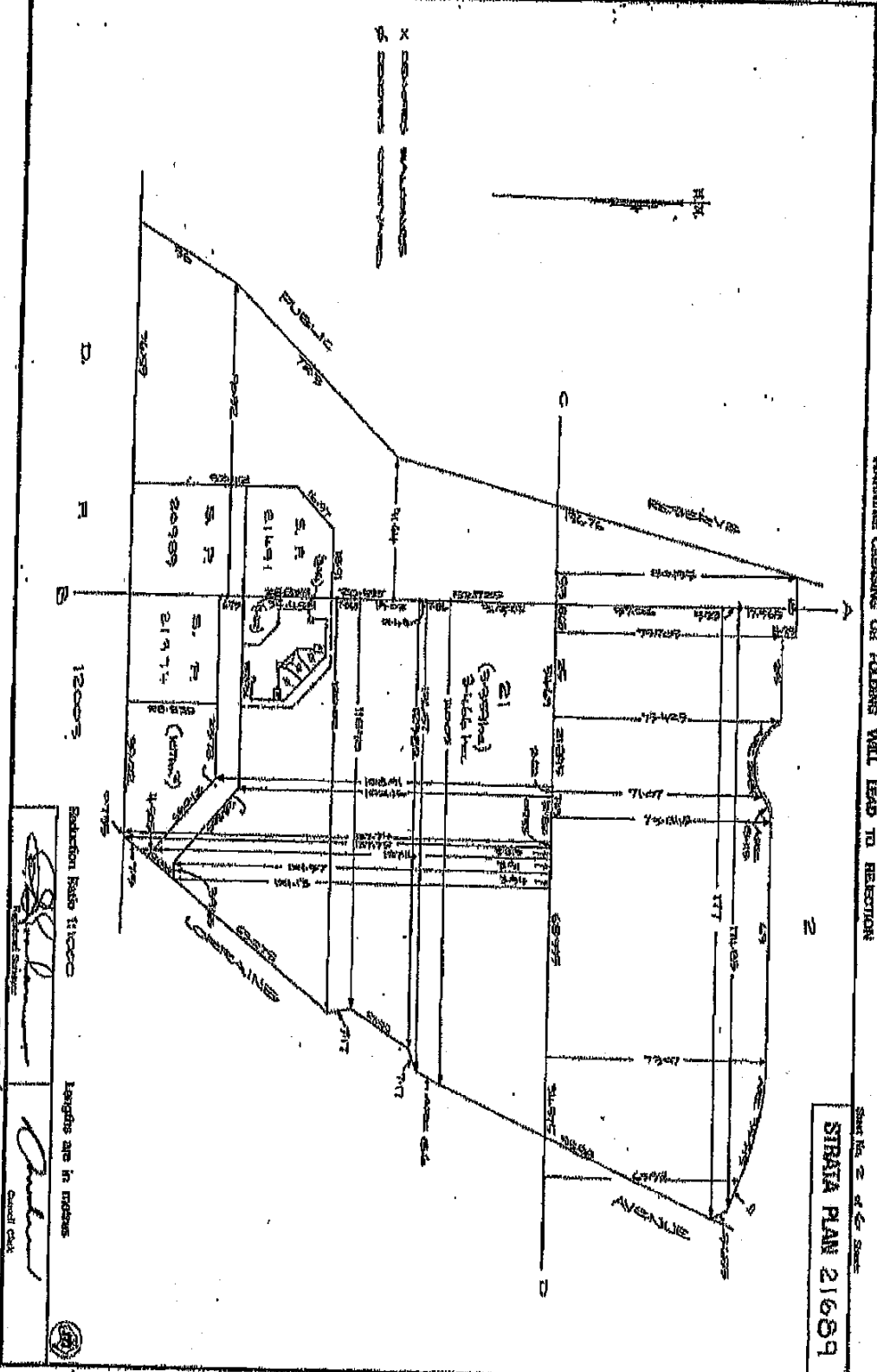
36959

PRINTED ON 15/8/2023

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FORM 2

WARNING: CHANGES OR FOLDING WILL LEAD TO REJECTION



STRATA PLAN 21689

Selection Made 11/00/00
 Lengths are in meters
 [Signature]
 CONSULTANT'S REFERENCE S. 7/25/14



FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

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FORM 1B

Strata Titles Act, 1973

CERTIFICATE THAT BODY CORPORATE AGREES TO SCHEDULE ON UNIT ENTITLEMENTS.

In pursuance of the Strata Titles Act, 1973, the Proprietors-Strata Plan No. 20909 hereby certify that it has, by the special resolution referred to in section 37 (1) (a), agreed to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule herewith, which is identified by the signatures of the witnesses to the affixing of the seal hereto.

The common seal of the Proprietors-Strata Plan No. 20909 was hereunto affixed on 20th April, 1984 in the presence of WILLIAM A. STENNER and David Gordon MOSEWITZ, being the persons authorized by section 59 of the Strata Titles Act, 1973, to attest the affixing of the seal.



William A. Stenner
David Gordon Mosewitz

Section 59(1)
 Signature of Proprietor
 Signature of Witness
 Signature of Witness

Signatures are in ink
 Checked

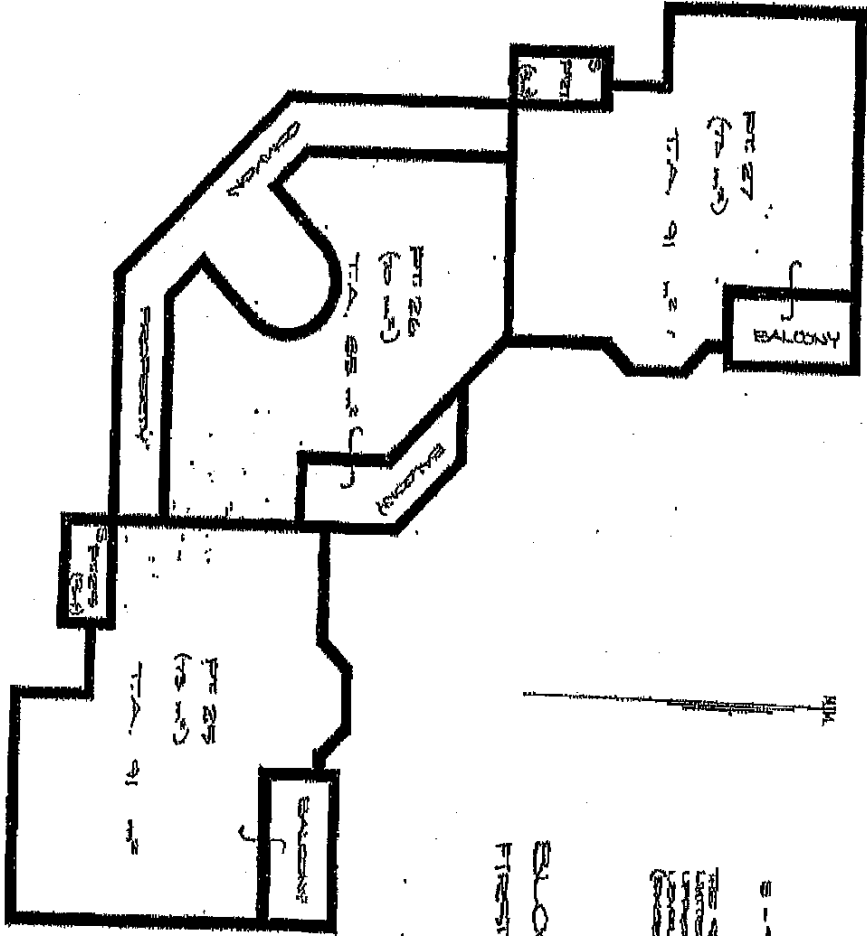
FORM 2
 STRATA PLAN 21689

BH SPCB RI 30

OFFICE USE ONLY

FORM 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION



1/11/01

8 - STAIRWELL

THIS DRAWING OR THE INFORMATION IS
 THE PROPERTY OF THE ARCHITECT. IT IS
 TO BE USED ONLY FOR THE PROJECT AND
 FOR THE CLIENT'S USE. IT IS NOT TO BE
 REPRODUCED OR TRANSMITTED IN ANY
 FORM OR BY ANY MEANS, ELECTRONIC OR
 MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM.

BLOCK 'G'
 FIRST FLOOR

Sheet No. 52 of 52 Sheets
STRATA PLAN 21689

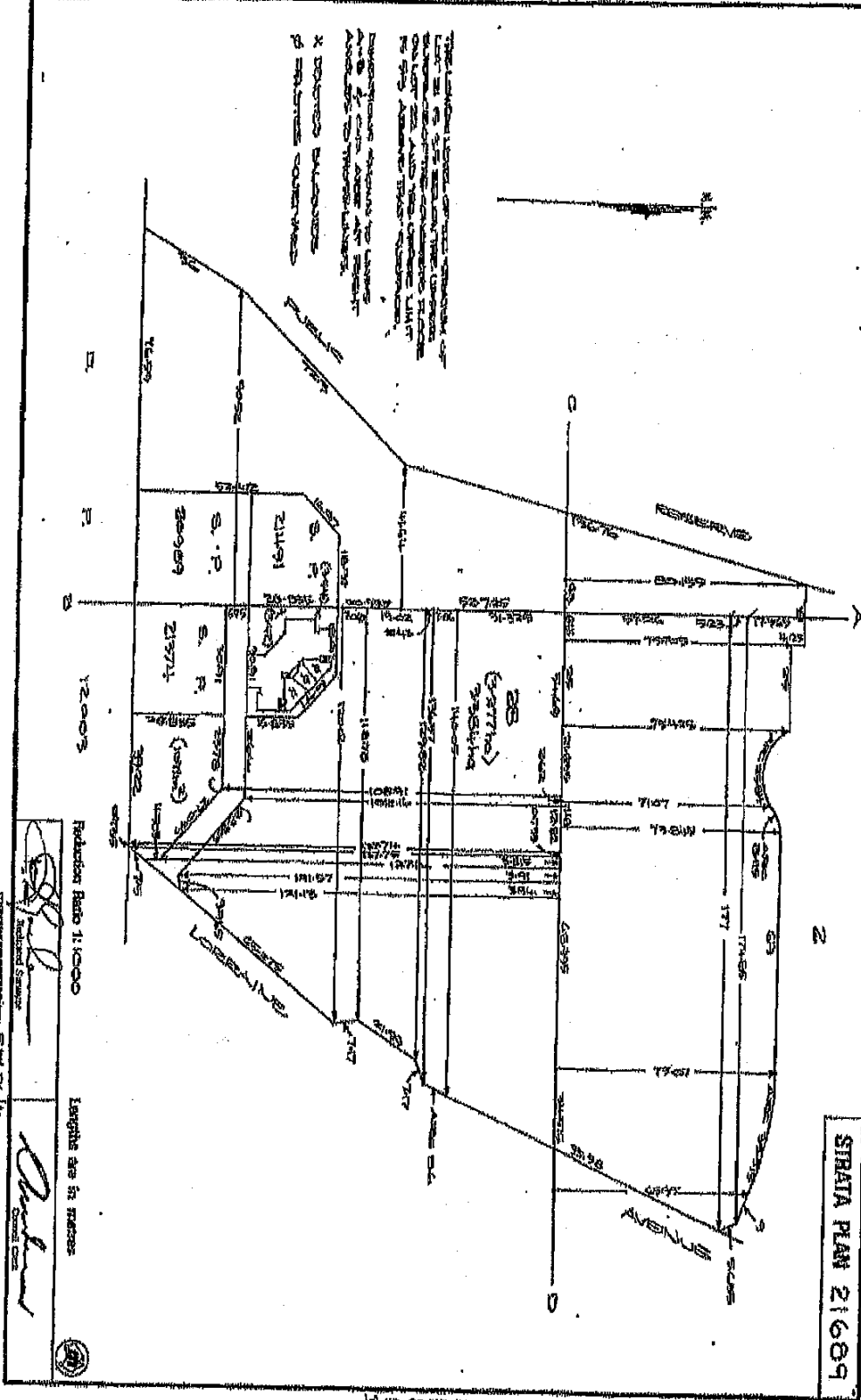
Reduction Ratio 1:100
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 CONSULTANTS
 STRATA 14

Issued by
 DATE



FORM 2

WARNING: CRACKING OR FOLDING WILL LEAD TO REJECTION



STRATA PLAN 21689

Production Ratio 11:0000
 Lengths are in metres
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OFFICIAL USE ONLY

21689

FORM 1

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

<p>CONTRACT INFORMATION</p> <p>Contract No. <u>20989</u></p> <p>Contract Description: <u>STRATA PLAN 20989</u></p> <p>Contract Status: <u>APPROVED</u></p> <p>Contract Date: <u>11-1-1984</u></p> <p>Contractor: <u>STRATA PLAN 20989</u></p> <p>Contractor Address: <u>11-1-1984</u></p> <p>Contractor Phone: <u>11-1-1984</u></p> <p>Contractor Fax: <u>11-1-1984</u></p> <p>Contractor Email: <u>11-1-1984</u></p> <p>Contractor Website: <u>11-1-1984</u></p> <p>Contractor Logo: <u>11-1-1984</u></p>		<p>GENERAL INFORMATION</p> <p>Project Name: <u>STRATA PLAN 20989</u></p> <p>Project Address: <u>11-1-1984</u></p> <p>Project City: <u>11-1-1984</u></p> <p>Project State: <u>11-1-1984</u></p> <p>Project Zip: <u>11-1-1984</u></p> <p>Project Phone: <u>11-1-1984</u></p> <p>Project Fax: <u>11-1-1984</u></p> <p>Project Email: <u>11-1-1984</u></p> <p>Project Website: <u>11-1-1984</u></p> <p>Project Logo: <u>11-1-1984</u></p>	
<p>REGISTRATION INFORMATION</p> <p>Registration No. <u>11-1-1984</u></p> <p>Registration Date: <u>11-1-1984</u></p> <p>Registration Status: <u>11-1-1984</u></p> <p>Registration Fee: <u>11-1-1984</u></p> <p>Registration Address: <u>11-1-1984</u></p> <p>Registration City: <u>11-1-1984</u></p> <p>Registration State: <u>11-1-1984</u></p> <p>Registration Zip: <u>11-1-1984</u></p> <p>Registration Phone: <u>11-1-1984</u></p> <p>Registration Fax: <u>11-1-1984</u></p> <p>Registration Email: <u>11-1-1984</u></p> <p>Registration Website: <u>11-1-1984</u></p> <p>Registration Logo: <u>11-1-1984</u></p>		<p>REGISTRATION OF PLAN</p> <p>Division of <u>11-1-1984</u> is D.P. 264171</p> <p>Map/Sheet: <u>11-1-1984</u></p> <p>Block: <u>11-1-1984</u></p> <p>Parcel: <u>11-1-1984</u></p> <p>Production Date: <u>11-1-1984</u></p> <p>Production Size: <u>11-1-1984</u></p> <p>Production Scale: <u>11-1-1984</u></p> <p>Production Status: <u>11-1-1984</u></p> <p>Production Address: <u>11-1-1984</u></p> <p>Production City: <u>11-1-1984</u></p> <p>Production State: <u>11-1-1984</u></p> <p>Production Zip: <u>11-1-1984</u></p> <p>Production Phone: <u>11-1-1984</u></p> <p>Production Fax: <u>11-1-1984</u></p> <p>Production Email: <u>11-1-1984</u></p> <p>Production Website: <u>11-1-1984</u></p> <p>Production Logo: <u>11-1-1984</u></p>	
<p>REGISTRATION OF STRATA PLAN</p> <p>Strata Plan No. <u>20989</u></p> <p>Strata Plan Address: <u>11-1-1984</u></p> <p>Strata Plan City: <u>11-1-1984</u></p> <p>Strata Plan State: <u>11-1-1984</u></p> <p>Strata Plan Zip: <u>11-1-1984</u></p> <p>Strata Plan Phone: <u>11-1-1984</u></p> <p>Strata Plan Fax: <u>11-1-1984</u></p> <p>Strata Plan Email: <u>11-1-1984</u></p> <p>Strata Plan Website: <u>11-1-1984</u></p> <p>Strata Plan Logo: <u>11-1-1984</u></p>		<p>REGISTRATION OF STRATA PLAN</p> <p>Strata Plan No. <u>20989</u></p> <p>Strata Plan Address: <u>11-1-1984</u></p> <p>Strata Plan City: <u>11-1-1984</u></p> <p>Strata Plan State: <u>11-1-1984</u></p> <p>Strata Plan Zip: <u>11-1-1984</u></p> <p>Strata Plan Phone: <u>11-1-1984</u></p> <p>Strata Plan Fax: <u>11-1-1984</u></p> <p>Strata Plan Email: <u>11-1-1984</u></p> <p>Strata Plan Website: <u>11-1-1984</u></p> <p>Strata Plan Logo: <u>11-1-1984</u></p>	

REGULANT TO SEC. 7(B) OF THE GREAT
 TIDES ACT HAS IT IS INTENDED TO
 OPERATE:

1. RESTRICTION AS TO LEASE.



Environmental Commission
 State of Maryland
 11-1-1984

FOR LOCATION PLAN
 SEE SHEET 2

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

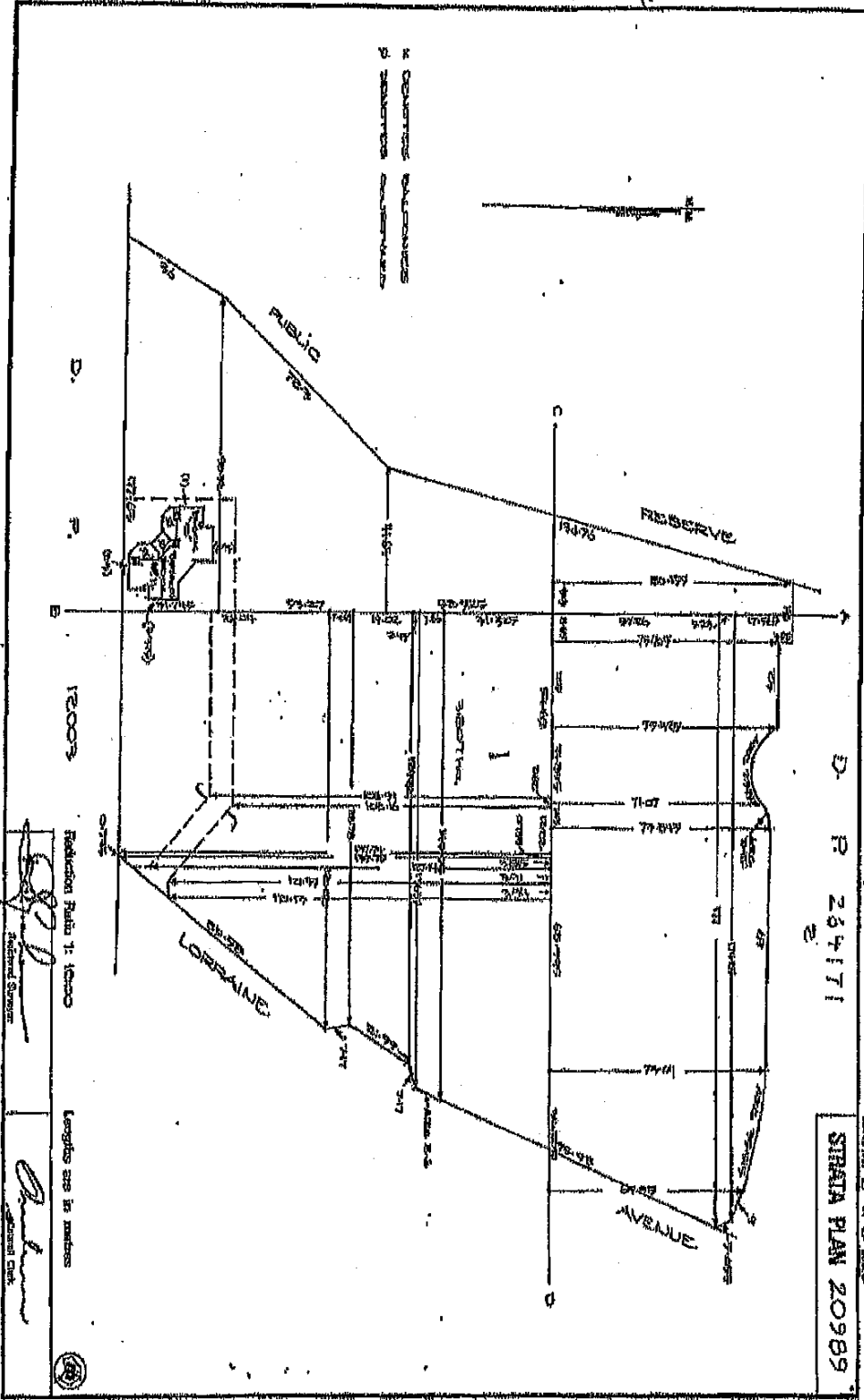
FORM 2

VIOLATIONS OR RECORDS WILL LEAD TO REJECTION

D. P. 264171

STRATA PLAN 20989

Scale: 1:200



Reduction Ratio: 1:1000

Lengths are in meters

[Signature]
 National Surveyor

[Signature]
 General Clerk

STRATA PLAN 20989

OFFICIAL USE ONLY

2 B COORD 518

FORM 2

WEAVING ORSING OR FOLDING WILL LEAD TO REJECTION

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	222	

Sheet No. 34 of 6 Sheets
 STRATA PLAN 20989

Reduction Ratio 1:1
 Lengths are in meters
 [Signature]
 [Signature]

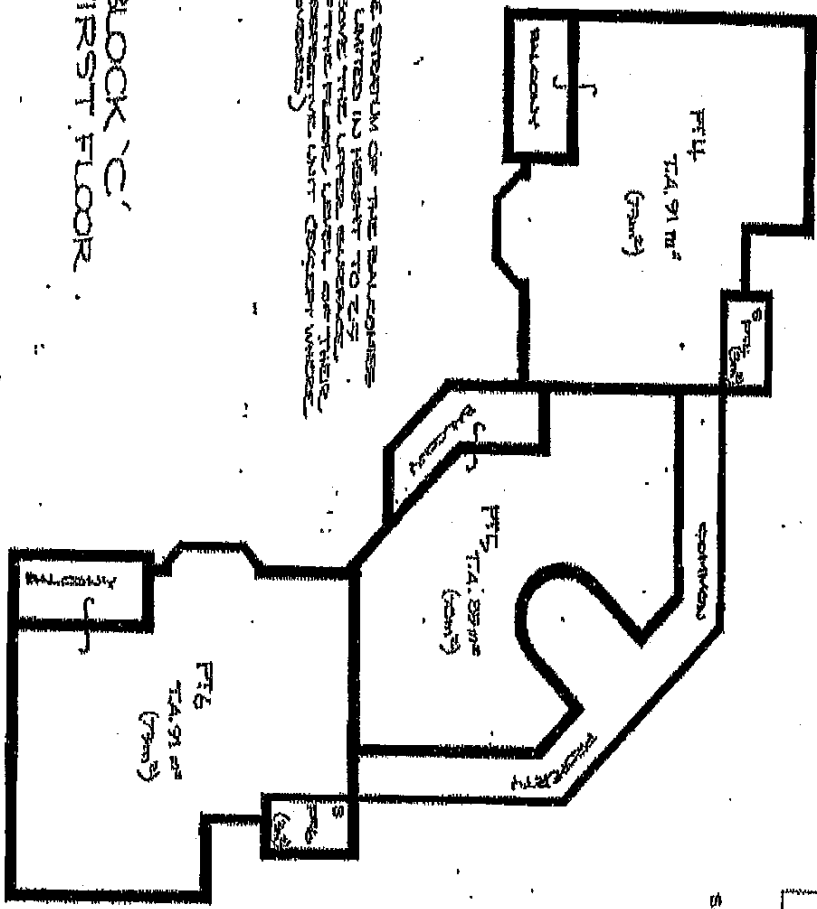
AND 89N HILLMO. 2. 6. 9805 3/0

FORM 2

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION

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THE STAIRS OF THE BALCONIES
 IS LIMITED IN HEIGHT TO 2.5
 ABOVE THE UPPER SURFACE
 OF THE FLOOR LEVEL OF THEIR
 RESPECTIVE SAIT (SEE DRAWING
 ATTACHED)



See No. '5' of 6 sheets
SITATA PLAN Z0989

S - STAIRS

Reduction Ratio 1:1000

Lengths are in meters


 Architect

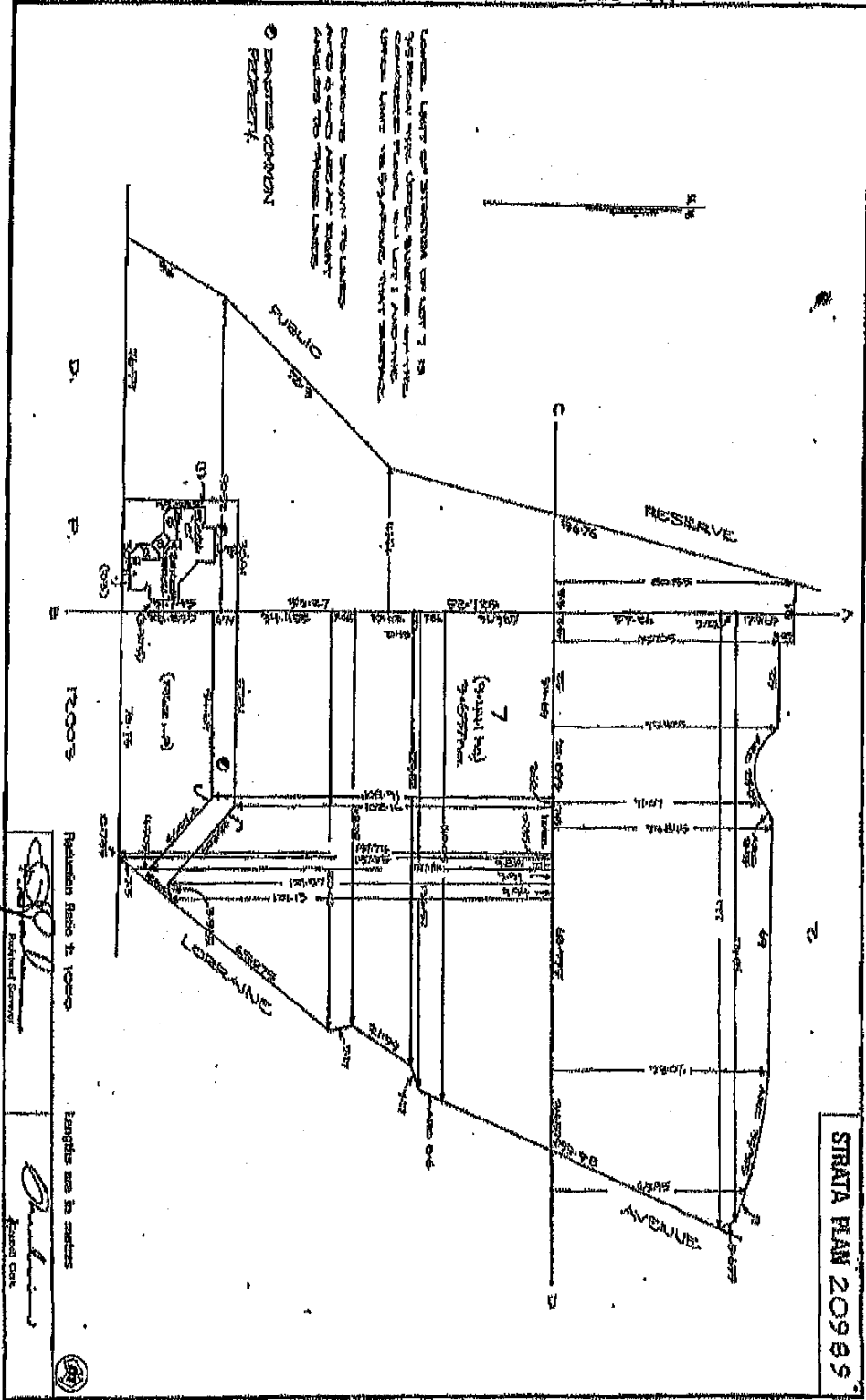
 Structural Engineer

SCALE: AS SHOWN



FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



UNLESS SHOWN OTHERWISE, THE DIMENSIONS OF THE STRATA PLAN ARE TO BE TAKEN FROM THE DIMENSIONS OF THE STRATA PLAN AND NOT FROM THE DIMENSIONS OF THE STRATA PLAN AS SHOWN ON THE STRATA PLAN.

CONTRIBUTIONS TOWARD THE COSTS OF THE STRATA PLAN SHALL BE ASSESSED TO THE STRATA PLAN AS SHOWN ON THE STRATA PLAN.

EXCEPT AS SHOWN OTHERWISE, THE STRATA PLAN IS TO BE TAKEN FROM THE DIMENSIONS OF THE STRATA PLAN AND NOT FROM THE DIMENSIONS OF THE STRATA PLAN AS SHOWN ON THE STRATA PLAN.

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STRATA PLAN 20989

Reduction Ratio 1:10000
 Heights are in meters
 S7586
 S7586

OFFICE USE ONLY

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPLIED OR
 AGREEMENTS CREATED ON WHICH THE SIMPLE TRANSFER FORM IS UNSUITABLE.

1901 13 PH 1212 B

R.P. 19A. No. **H 744630**
 New Public Matter

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

HOMELAND ESTATES PTY. LIMITED



Stamp
 Lodgment
 Endorsement
 Certificate

0.3.10
 13.3.11

(This form may be used where new restrictive covenants are implied or agreements created on which the simple transfer form is unsuitable.)
 Stamp on this writing in the Registrar-General's office into any register. This writing should be filed in the office and in permanent book non-copying.

If a fee is payable, it must be paid in full at the time of registration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, lease and interests as are notified hereunder, in consideration of the sum of Three thousand Nine hundred Pounds (£3900.00) (the receipt whereof is hereby acknowledged) paid to it by

BARRY JOSEPH NEWLEY and JACK GARNETT PARSONS

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the person taking and if more than one, whether they hold as joint tenants or tenants in common.

BARRY JOSEPH NEWLEY of The Eubranco Road Berkeley Vale Farmer
and JACK GARNETT PARSONS of The Eubranco Road Berkeley Vale
Farmer
 as tenants in common (herein called transferees)

The description may refer to parts shown in a map or plan filed in the Office of the Registrar-General. If not only of the land comprised in a certificate or declaration of title it to be transferred and being Lot 2940, D.F. 20 of being the land shown in the plan annexed hereto or being the residue of the land in certificate or grant registered Vol. 2940.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

County	Parcel	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Page	
NORTHUMBERLAND	HIGGONAH	PART	2940	2, 7	Being the residue after Order H. 23776

When the amount of the Land Transfer Tax is payable, it should be paid in full at the time of registration.

And the transferor covenant(s) with the transferor for themselves and their assigns hereby covenant with the Transferor its executors administrators and assigns for the benefit of any adjoining land of the Transferor but only during the ownership thereof by the Transferor its executors administrators and assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from the said adjoining land without the consent of the Transferor its executors and administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its executors administrators or assigns and in favour of any person dealing with the Transferor or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected, and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

... if the said is amended, or altered, or
(4) if any amendment is to be made or any alterations to be made, or
(5) if the statutory provisions hereof are amended, or altered, or modified.
Covenants shall comply with the provisions of Section 88 of the Conveyancing Act, 1919-1924.

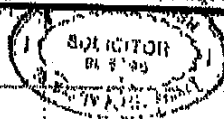
ENCUMBRANCES, &c., REFERRED TO:

Reservations of all mines of gold and of silver.

*A very small hole will be made
A 100-A 100

H744630

LODGED BY



FEES.
 The fees, which are payable on lodgment, are as follows:-
 (a) All where the memorandum of transfer is accompanied by the original Certificate of Title or Crown Grant, otherwise 1s. 6d. Where such instrument is to be addressed on more than one folio of the register, an additional charge of 1s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following:-
 (i) when a certificate is returned in duplicate; or
 (ii) a new statement is created; or
 (iii) a partial discharge of mortgage is entered on the transfer.
 (c) Where a new Certificate of Title must have the same charge as:-
 (i) 4s. for every Certificate of Title not exceeding 10 folios and without diagrams;
 (ii) 2s. 6d. for every Certificate of Title not exceeding 10 folios with one simple diagram;
 (iii) an amount where more than one simple diagram, or an extensive diagram will appear.
 Where the foregoing exceeds 10 folios, an amount of 5s. per folium, as far as is possible.

DOCUMENTS LODGED HEREWITH.
 To be filed in by person lodging dealing.

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Received Dues, Nos.
 Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

I, *[Signature]*, mortgages under Mortgage No. *[Number]*, release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at *[City]* this *[Day]* day of *[Month]* 19*[Year]*
 Signed in my presence by *[Signature]*

This document is applicable to a number of parts of the land in the mortgage. The mortgagee is hereby notified that a partial discharge where the right is not to be exercised in the whole or in any portion of the land in the Certificate of Title or Mortgage Deed or in the whole of the land in the mortgage.

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED MEMORANDUM OF TRANSFER
[Signature]

Checked by *[Signature]* Particulars entered in Register Book, Volume *[Page]* Folio *[Page]*

Passed in R.S.B. by *[Signature]* the *[Day]* day of *[Month]* 19*[Year]*

Signed by *[Signature]* Registrar-General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Receiver		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft for issue		
Dept. of Registrars		
Conceditional Clerk		
Vol. No.		

H744630/5 to follow



[Handwritten notes and signatures]

MEMORANDUM FOR THE SECRETARY OF THE BOARD OF LANDS AND MINERAL RESOURCES AS TO THE PROCEEDINGS OF THE BOARD OF LANDS AND MINERAL RESOURCES AT THE MEETING HELD AT THE OFFICE OF THE SECRETARY ON JANUARY 14, 1964.

Reference is made to the minutes of the meeting of the Board of Lands and Mineral Resources held on January 14, 1964, at the office of the Secretary.

1. The Board of Lands and Mineral Resources has approved the recommendation of the Board of Lands and Mineral Resources that the land described in the schedule hereunder be reserved for the purpose of a national park.

2. The Board of Lands and Mineral Resources has approved the recommendation of the Board of Lands and Mineral Resources that the land described in the schedule hereunder be reserved for the purpose of a national park.

3. The Board of Lands and Mineral Resources has approved the recommendation of the Board of Lands and Mineral Resources that the land described in the schedule hereunder be reserved for the purpose of a national park.

4. The Board of Lands and Mineral Resources has approved the recommendation of the Board of Lands and Mineral Resources that the land described in the schedule hereunder be reserved for the purpose of a national park.

5. The Board of Lands and Mineral Resources has approved the recommendation of the Board of Lands and Mineral Resources that the land described in the schedule hereunder be reserved for the purpose of a national park.

[Signature]
Secretary

SECRETARY GENERAL
Board of Lands and Mineral Resources
P.O. Box 100
Wellington

MEMORANDUM FOR THE SECRETARY OF THE BOARD OF LANDS AND MINERAL RESOURCES AS TO THE PROCEEDINGS OF THE BOARD OF LANDS AND MINERAL RESOURCES AT THE MEETING HELD AT THE OFFICE OF THE SECRETARY ON JANUARY 14, 1964.

MEMORANDUM FOR THE SECRETARY OF THE BOARD OF LANDS AND MINERAL RESOURCES AS TO THE PROCEEDINGS OF THE BOARD OF LANDS AND MINERAL RESOURCES AT THE MEETING HELD AT THE OFFICE OF THE SECRETARY ON JANUARY 14, 1964.

[Signature]
Secretary



Table with 12 columns and 1 row, possibly a header or a simple data table.

1. The Board of Lands and Mineral Resources has approved the recommendation of the Board of Lands and Mineral Resources that the land described in the schedule hereunder be reserved for the purpose of a national park.

14th January, 1964

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

WYOMING
STATE OF WYOMING
COUNTY OF []
PLAT NO. 34521
Dated: 03-18-1989
[Signature]

ROSS
13 ALISON ST WYOMING
[Signature]

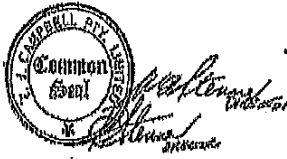
Signatures, seals and statements of execution to create instruments or modifications to an instrument.
As the undersigned understand the contents of the foregoing instrument, signed on this 18th day of March 1989, I hereby certify that the same are the true and correct copies of the original instrument.

The common seal of the Proprietors - Strata Plan 20989 was herewith affixed on the 18-03-89 in the presence of William A. Steiner and Frederick Clark being the persons authorized by Section 08 of the Strata Titles Act, 1978 to affix the stamp of the Seal.



Special Stated and Declared
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

The Common Seal of KVICampbell Pty Limited was herewith affixed by order of the Board.



WYOMING BUILDING CORPORATION
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

PLAN OF SUBDIVISION OF LOT 201 5.4 38821
City: WYOMING
Locality: BERRYVILLE VALLEY
County: NORTHWESTERN LAND
Purpose: TUGGERAW
Easements: see in relation
Scale: 1:1
Name of and address for the proprietor or proprietors of the lot or lots shown on the plan.
THE PROPRIETORS OF STRATA PLAN 20989

STRATA PLAN 34521
19-14-1989
O.L.: NO. 4588 OF 8.3.1989
Purpose: STRATA PLAN OF SUBDIVISION
Part: 12545 - 5
Lot Form: SP 38821

FOR LOCATION PLAN SEE SHEET 4

Plan Drawing only to appear in this space

FORM 2

FORM 11
 Strata Titles Act, 1978
CERTIFICATE THAT THE BODY CORPORATE AGREES TO
SCHEDULE OF UNIT ENTITLEMENT
 In pursuance of the Strata Titles Act, 1978 the Proprietors-Strata
 Plan No. 20989 hereby certifies that it has, by special resolution
 referred to in Section 21(4)(a), agreed to each proposed unit
 entitlement and the proposed aggregate unit entitlement shown
 in the schedule here-with, which is identified by the signatures of
 the witnesses to the affixing of the Seal.



UNIT	ENTITLEMENT	UNIT	ENTITLEMENT	UNIT	ENTITLEMENT	UNIT	ENTITLEMENT	UNIT	ENTITLEMENT
SP 20989	1	SP 20989	2	SP 20989	3	SP 20989	4	SP 20989	5
SP 21776	6	SP 21776	7	SP 21776	8	SP 21776	9	SP 21776	10
SP 21887	11	SP 21887	12	SP 21887	13	SP 21887	14	SP 21887	15
SP 21811	16	SP 21811	17	SP 21811	18	SP 21811	19	SP 21811	20
SP 21810	21	SP 21810	22	SP 21810	23	SP 21810	24	SP 21810	25
SP 21810	26	SP 21810	27	SP 21810	28	SP 21810	29	SP 21810	30
SP 21810	31	SP 21810	32	SP 21810	33	SP 21810	34	SP 21810	35
SP 21810	36	SP 21810	37	SP 21810	38	SP 21810	39	SP 21810	40
SP 21810	41	SP 21810	42	SP 21810	43	SP 21810	44	SP 21810	45
SP 21810	46	SP 21810	47	SP 21810	48	SP 21810	49	SP 21810	50
SP 21810	51	SP 21810	52	SP 21810	53	SP 21810	54	SP 21810	55
SP 21810	56	SP 21810	57	SP 21810	58	SP 21810	59	SP 21810	60
SP 21810	61	SP 21810	62	SP 21810	63	SP 21810	64	SP 21810	65
SP 21810	66	SP 21810	67	SP 21810	68	SP 21810	69	SP 21810	70
SP 21810	71	SP 21810	72	SP 21810	73	SP 21810	74	SP 21810	75
SP 21810	76	SP 21810	77	SP 21810	78	SP 21810	79	SP 21810	80
SP 21810	81	SP 21810	82	SP 21810	83	SP 21810	84	SP 21810	85
SP 21810	86	SP 21810	87	SP 21810	88	SP 21810	89	SP 21810	90
SP 21810	91	SP 21810	92	SP 21810	93	SP 21810	94	SP 21810	95
SP 21810	96	SP 21810	97	SP 21810	98	SP 21810	99	SP 21810	100

WARNING: CHANGES OR FIXINGS WILL LEAD TO REJECTION

Sheet No. 2 of 2 Sheets
STRATA PLAN 34521

Reduction Ratio 1:
 Enquiries and in person
 APPROVED SIGNATURE: SP 20989

FORM 2

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

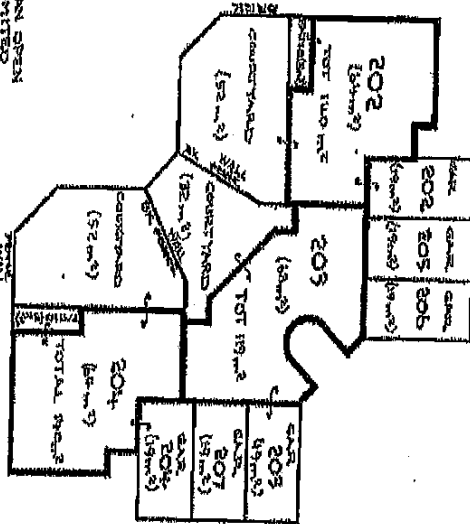
Sheet No. 2 of 2, Strata

STRATA PLAN - 3A021

OFFICE USE ONLY

THE STRATA OF AN OPEN COURTYARD IS LIMITED IN HEIGHT (EXCEPT WHERE COVERED) TO TWO (2) BALCONIES ABOVE AND TO A BALCONY ABOVE AND TO BELOW THE UPPER SURFACE OF THE FLOOR OF THE UNIT TO WHICH THEY ARE APPURTENANT. THE CORTRIAGES ARE DEFINED BY BREAKLINES.

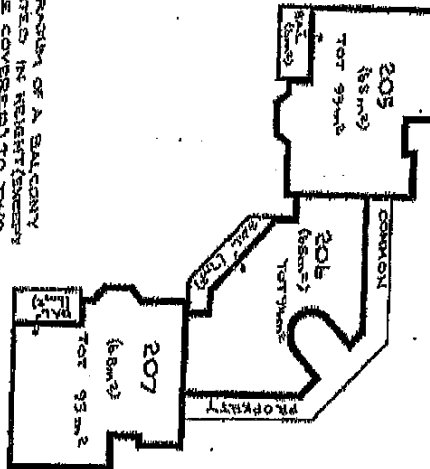
GROUND FLOOR



BAL - BALCONY

THE STRATA OF A SALOONY IS LIMITED IN HEIGHT (EXCEPT WHERE COVERED) TO TWO (2) BALCONIES ABOVE AND TO BELOW THE UPPER SURFACE OF THE UNIT TO WHICH THEY ARE APPURTENANT.

FIRST FLOOR



Reduction Ratio 1:2000

Lengths are in meters

DATE: 03/08/17

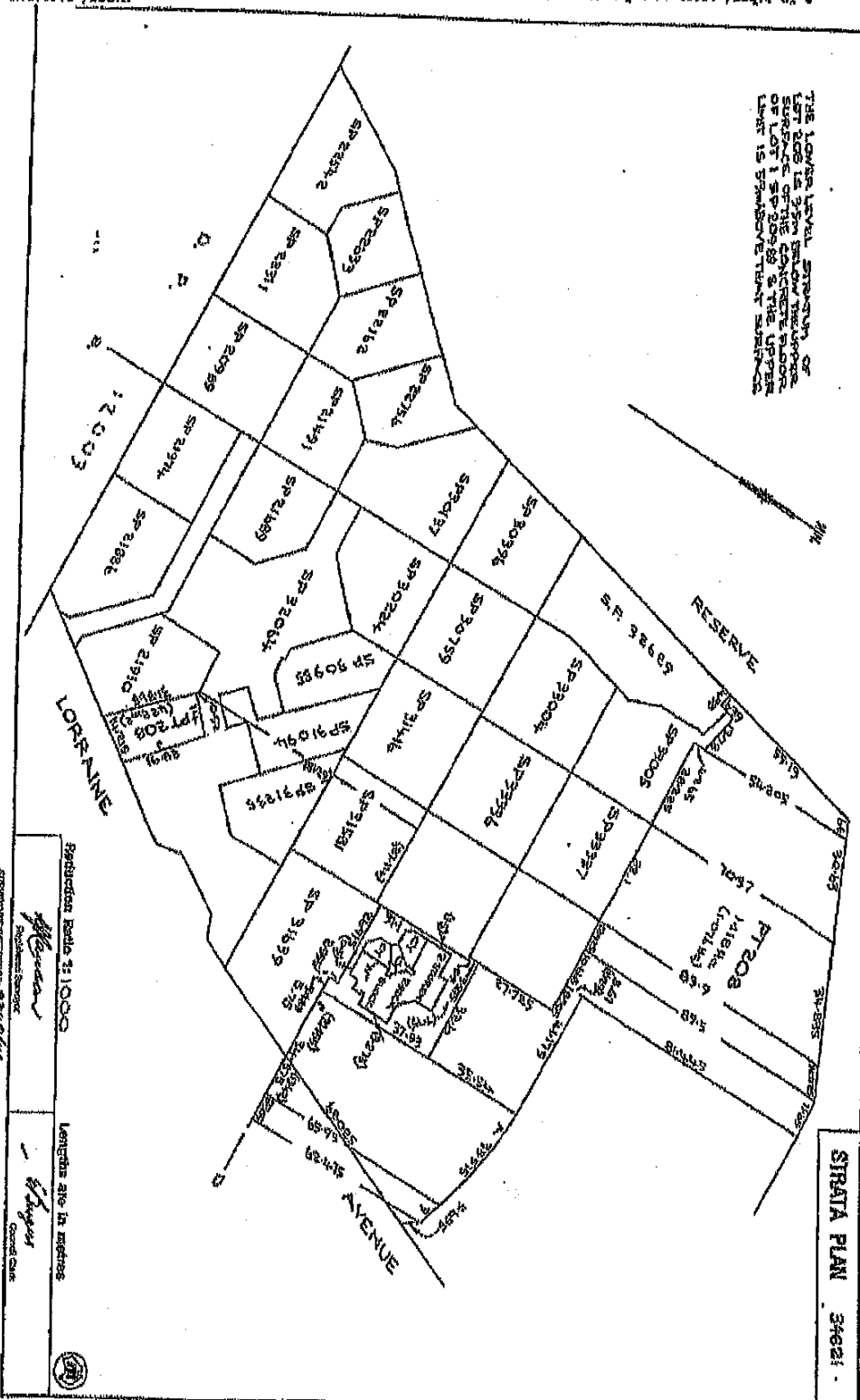
SCALE: 1/4" = 1'-0"



FORM 2

THE LOWER LEVEL STRATA PLAN OF LOT 208 IS THE SUBJECT OF THE CONCEPT PLAN OF LOT 1 SP 208 SS & THE UPPER LEVEL IS STRATA PLAN 34621.

WARNING: CHANGING OR FOLDING WILL LEAD TO REJECTION



STRATA PLAN 34621

Scale: 1:1000
 Lorraine
 Lorraine Ave
 Avenue

OFFICE USE ONLY

FORM 1

WARNING: CHECKING ON FOLDING WILL LEAD TO DISTORTION

OFFICE USE ONLY

PROJECT INFORMATION
 Project Name: STRATA PLAN 20989
 Project No: 20989
 Project Date: 2009-04-01
 Project Location: 10000
 Project Status: 4731

APPLICANT INFORMATION
 Name: ROBERT JOHN HARRIS
 Address: 38 ALSTON ST, LINDSEY
 City: MELBOURNE
 State: VIC
 Postcode: 3045
 Phone: 03 9482 1111
 Email: rjharris@rogers.com.au

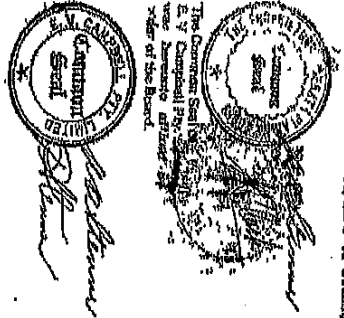
PROPERTY INFORMATION
 Plan of Subdivision of Lot 21B
 SP. 34622
 Locality: BERKELEY VALE
 County: NORTH HUNTERLAND
 State: NSW
 Length: 100 m
 Width: 100 m

PROPOSAL INFORMATION
 Project Name: STRATA PLAN 20989
 Project No: 20989
 Project Date: 2009-04-01
 Project Location: 10000
 Project Status: 4731

PROPOSAL DESCRIPTION
 The purpose of this plan is to subdivide the land into two lots, each of approximately 100 m by 100 m, for the purpose of residential development.

PROPOSAL DETAILS
 Lot 1: 100 m by 100 m
 Lot 2: 100 m by 100 m
 Total Area: 20000 m²

PROPOSAL NOTES
 The applicant has provided a site plan showing the proposed subdivision of the land into two lots, each of approximately 100 m by 100 m, for the purpose of residential development.



STATEMENT OF WORKS
 I, the undersigned, being a Chartered Surveyor, do hereby certify that the above is a true and correct copy of the original plan as submitted to me by the applicant, and that the same has been examined and found to be correct in accordance with the provisions of the Survey Act, 1902, and that the same is now deposited in my office for public inspection.

STATEMENT OF WORKS
 I, the undersigned, being a Chartered Surveyor, do hereby certify that the above is a true and correct copy of the original plan as submitted to me by the applicant, and that the same has been examined and found to be correct in accordance with the provisions of the Survey Act, 1902, and that the same is now deposited in my office for public inspection.

FOR LOCATION PLAN SEE SHEET 4

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

NOON

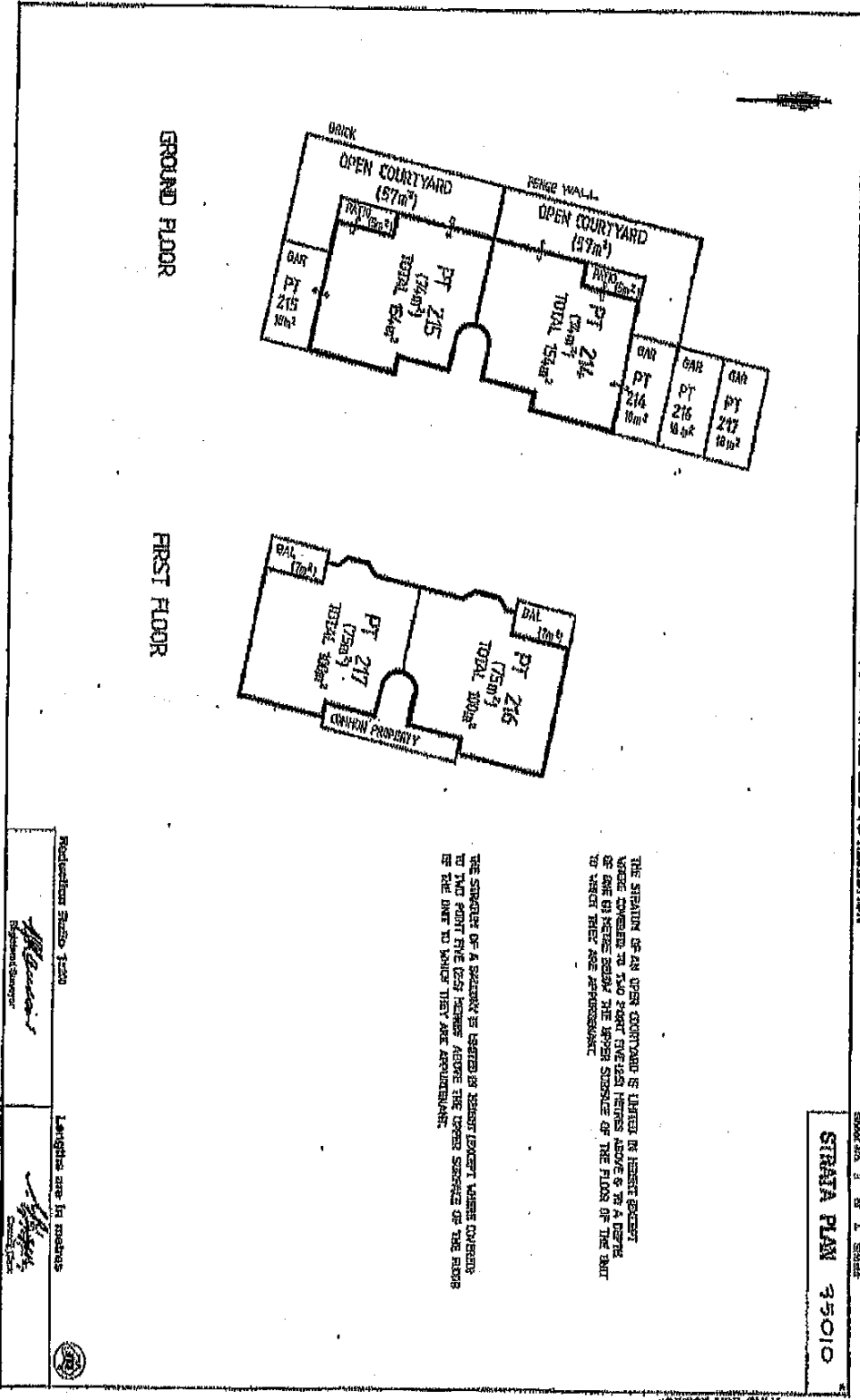
FORM 2

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 Sheet

STRATA PLAN 35010

ONLY FOR OFFICE USE



THE SHAPING OF AN OPEN COURTYARD IS LIMITED BY HEIGHT RESTRICTIONS WHICH CORRELATE TO TWO POINT FIVE METRES ABOVE TO TWO METRES OR ONE METRE BELOW THE UPPER SURFACE OF THE FLOOR OF THE BUILDING TO WHICH THEY ARE APPURTENANT.

THE SHAPING OF A PERGOLA IS LIMITED BY HEIGHT RESTRICTIONS WHICH CORRELATE TO TWO POINT FIVE METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE BUILDING TO WHICH THEY ARE APPURTENANT.

Registered Under 1230

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Registered Surveyor

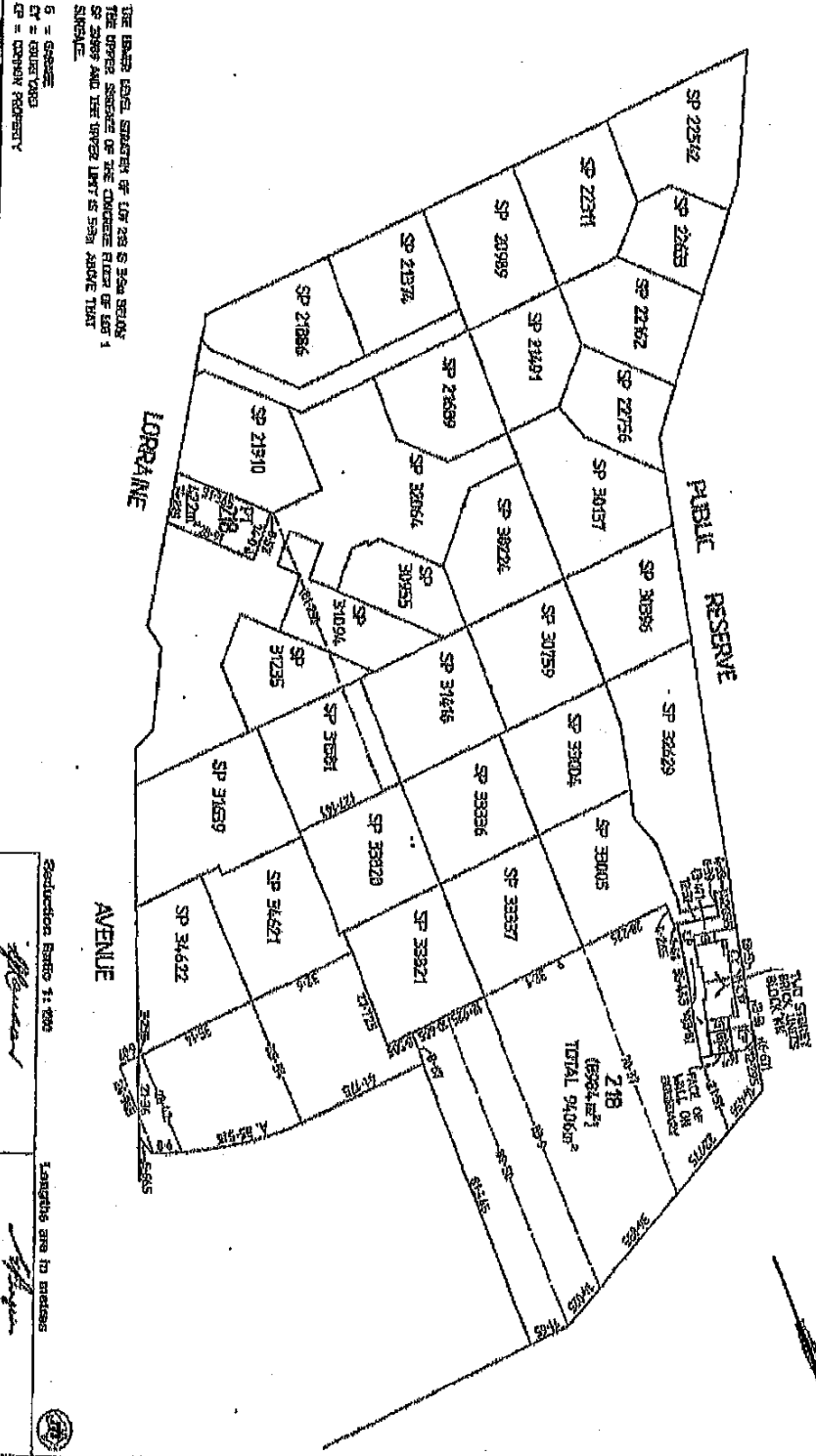


FORM 2

WARNING: CROSSING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheet

SUBDIVISION PLAN 95010



Reduction Ratio 1:1000
 Lengths are in meters
 [Signature]
 [Stamp]

ONLY USE THIS SIDE

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 1 Sheet

SIRATA PLAN 42503

SIRATA PLAN UNIT	ENTITLEMENT	SIRATA PLAN UNIT	ENTITLEMENT	SIRATA PLAN UNIT	ENTITLEMENT	SIRATA PLAN UNIT	ENTITLEMENT	SIRATA PLAN UNIT	ENTITLEMENT
SP 20502	1	SP 20502	1	SP 20502	1	SP 20502	1	SP 20502	1
SP 20503	1	SP 20503	1	SP 20503	1	SP 20503	1	SP 20503	1
SP 20504	1	SP 20504	1	SP 20504	1	SP 20504	1	SP 20504	1
SP 20505	1	SP 20505	1	SP 20505	1	SP 20505	1	SP 20505	1
SP 20506	1	SP 20506	1	SP 20506	1	SP 20506	1	SP 20506	1
SP 20507	1	SP 20507	1	SP 20507	1	SP 20507	1	SP 20507	1
SP 20508	1	SP 20508	1	SP 20508	1	SP 20508	1	SP 20508	1
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SP 20510	1	SP 20510	1	SP 20510	1	SP 20510	1	SP 20510	1
SP 20511	1	SP 20511	1	SP 20511	1	SP 20511	1	SP 20511	1
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SP 20516	1	SP 20516	1	SP 20516	1	SP 20516	1	SP 20516	1
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SP 20518	1	SP 20518	1	SP 20518	1	SP 20518	1	SP 20518	1
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SP 20542	1	SP 20542	1	SP 20542	1	SP 20542	1	SP 20542	1
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SP 20544	1	SP 20544	1	SP 20544	1	SP 20544	1	SP 20544	1
SP 20545	1	SP 20545	1	SP 20545	1	SP 20545	1	SP 20545	1

FORM 12
 SIRATA PLAN No. 1973
 CERTIFICATE THAT THE ONLY CORPORATE MEMBERS
 TO THE SCHEDULE OF UNIT ENTITLEMENT
 IN PURSUANCE OF THE SIRATA PLAN No. 1973 AND PROPRIETORS-
 REVOLUTION REFERRED TO IN SECTION 37 (4)(a), AGREE TO EACH
 PROPOSAL WITH ENTIRETY AND THE PROPOSED SUGGESTIVE UNIT
 ENTITLEMENT SHOWN IN THE SCHEDULE HEREWITH, WHICH IS
 IDENTIFIED BY THE SIGNATURES OF THE MEMBERS TO THE
 AFFIXING OF THE SEAL.

McKenney

Reduction Ratio: _____
 Lengths are in inches
 Signature: *Phaner*
 Date: _____

Standard Reference: 3309/1mm

FORM 2

WARNING: CROSSING OR PENETRATING WILL LEAD TO REJECTION

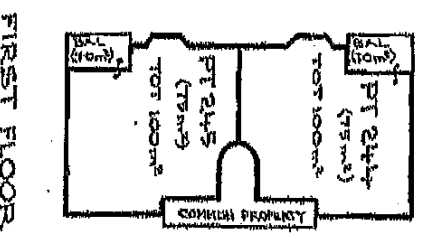
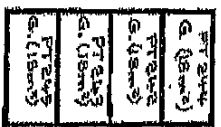
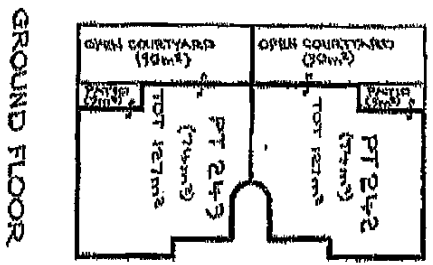
Scale 1/5 of 1/4" = 1mm

STRATA PLAN 42503

THE STRUCTURE OF AN OPEN COURTYARD IS LIMITED IN HEIGHT (EXCEPT WHERE SHOWN TO TWO FLOORS FOR 50% HEIGHTS ABOVE & TO A DEPTH OF ONE (1) METRE. THE HEIGHTS ABOVE REFER TO THE FLOOR OF THE UNIT TO WHICH THEY ARE APPROPRIATE.

G4 BRICK GARAGE
 BALCONY
 PATIOS AND PLANT COVERS

THE STRUCTURE OF A BALCONY IS LIMITED IN HEIGHT (EXCEPT WHERE SHOWN TO TWO FLOORS FOR 50% HEIGHTS ABOVE & TO A DEPTH OF ONE (1) METRE. THE HEIGHTS ABOVE REFER TO THE FLOOR OF THE UNIT TO WHICH THEY ARE APPROPRIATE.



GROUND FLOOR

FIRST FLOOR

Reduction Ratio 1:500

Dimensions are in metres

STRATA PLAN 42503

Handwritten signature

Handwritten signature



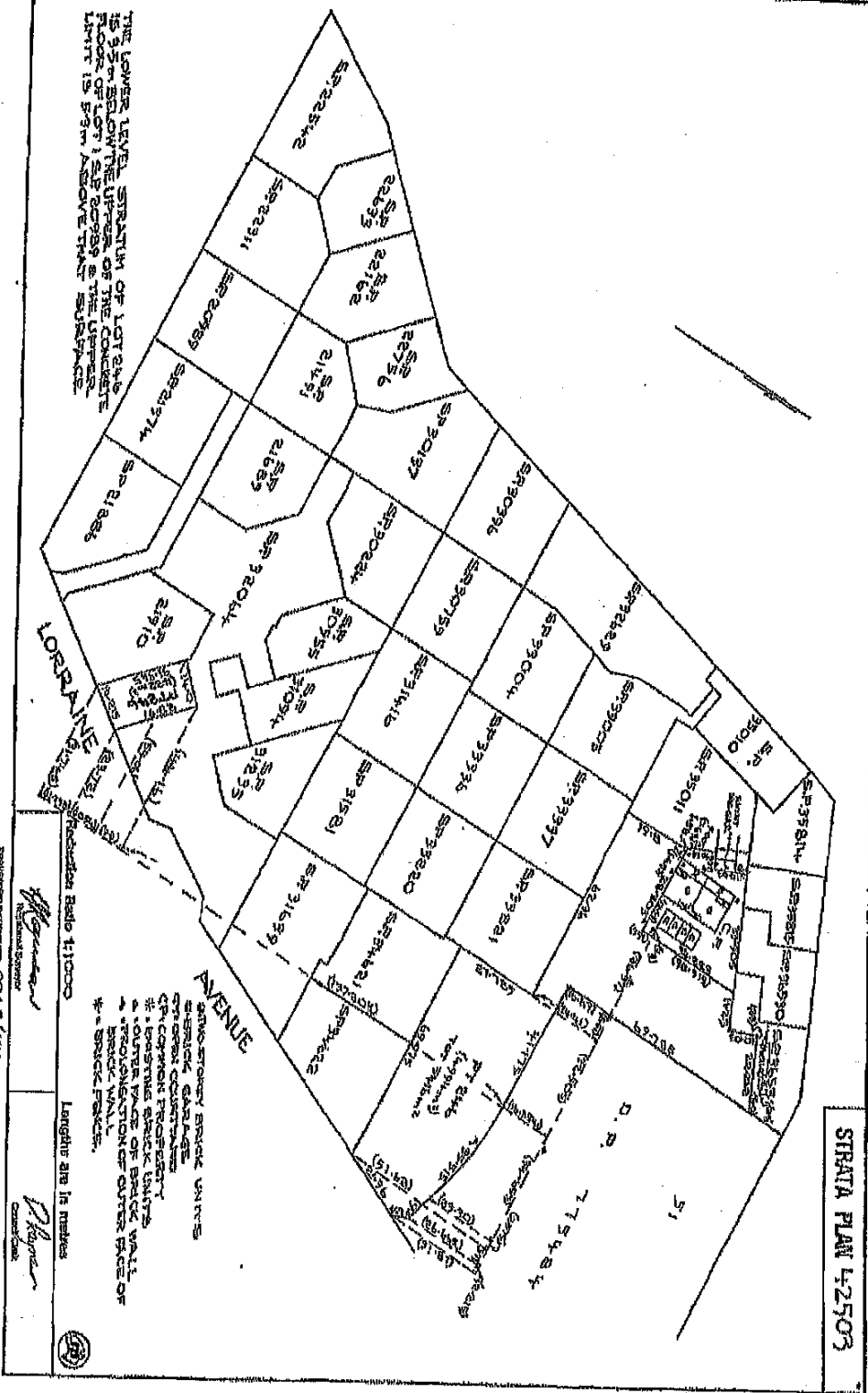
OFFICER USE ONLY

FORM 2

WARNINGS: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4, Stage

STANTA PLAN 4-2503



*OFFICE USE ONLY

Form: 19CH
 Edition: 1705

**CONSOLIDATION/
 CHANGE OF BY-LAWS**



AN283339X

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 88B 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/SP20989

(B) **LOGGED BY**

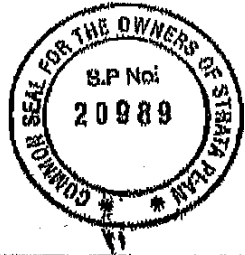
Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): 170592	CODE CH
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- (C) The Owners-Strata Plan No. 20989 certify that a special resolution was passed on 5 March 2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 8-9, 13
 Added by-law No. 23-25, 34-40
 Amended by-law No. 1-7, 10-12, 14-25, 31
 as fully set out below:
 See Schedule 1 of Annexure A.

- (F) A consolidated list of by-laws affecting the abovementioned 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. 20989 was affixed on 09/04/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*
 Name: DON BARRETTA
 Authority: STRATA MANAGING AGENT
 ONLY AUTHORIZED OFFICER

Signature:
 Name:
 Authority:



Annexure A to Form 10CH

Consolidated by-laws

The Owners—Strata Plan No 20989

15 Lorraine Avenue, Berkeley Vale 2261





Signed by the person(s) who attested the affixing of the seal of the owners corporation to the Form 10CH Consolidation / Change of By-Laws to which this document is Annexed.

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Schedule 1 Consolidated by-laws

1 Noise

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

2 Vehicles

- 2.1 An owner or occupier of a lot, including their invitees, shall not leave a motor vehicle unattended on the common property except for a period not exceeding 10 minutes for the purpose of loading and unloading or as permitted by a sign authorised by the owners corporation.
- 2.2 All owners, occupiers and invitees shall observe the maximum speed limit permitted within the village and observe "keep left" signs at roundabouts.
- 2.3 All washing down of vehicles on common property to be undertaken in designated areas only.

3 Obstruction of common property

An owner or occupier of a lot shall not obstruct lawful use of common property by any person except on a temporary and non-recurring basis. All stairways and passages are to be kept clear of plants and other articles to ensure unrestricted access in case of emergency.

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) Subject to by-law 2.1, an owner or person authorised by an owner may install, without the consent of the owners corporation:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

6 Behaviour of owners, occupiers and invitees

- 6.1 An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when upon common property shall be adequately clothed and shall 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 the common property.
- 6.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause 6.1.

7 Children playing on common property

An owner or occupier of a lot shall not permit any child of whom he or she has control to play, ride skateboards, bicycles, or other similar conveyances upon common property comprising the community centre, roadways, pathways, car parking areas or other areas of possible danger or hazard to children or residents.

8 Drying of laundry items

An owner or occupier of a lot shall 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.

9 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

10 Storage of inflammable liquids and other substances and materials

An owner or occupier of lot shall not, except with the approval in writing of the owners corporation, use or store upon his or her lot or upon the common property any flammable chemical liquid or gas or other flammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank or motor vehicle or internal combustion engine.

11 Floor coverings

An owner or occupier of a lot shall ensure that all floor space within his or her lot (other than that comprising kitchen, laundry, toilet or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noises likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

12 Disposal of waste

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

13 Keeping of animals

Subject to section 139 (5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot shall not keep any animal upon the lot or the common property, except:

- (a) a small bird similar in size to a canary, budgie or finch; or
- (b) fish kept in a suitable tank.

14 Provisions of amenities and services

The owners corporation shall have the following powers in addition to those appearing in the Act and the by-laws, namely, the power:

- (a) To enter into any arrangements providing for the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the common property and the general repair and maintenance or renewal and replacement thereof.
- (b) To keep locked and secure any areas of the common property which house any tools, equipment, machinery or materials belonging to the owners corporation or under its care and control.
- (c) To place any common property facilities under the care and control of any building manager, employee or employees or managing agent or service organisation engaged by the owners corporation.
- (d) To allocate any or all common property offices, storerooms and other rooms or facilities for use by any on site building manager or employee or employees or

service organisation or contractor engaged by the owners corporation and to grant appropriate licenses in respect thereof.

- (e) To enter into any arrangement for the provision of any services to owners or occupiers, including but without limiting the generality thereof, of library, cleaning, lawn and garden maintenance, building maintenance, electrical work, plumbing work, and property management services and to accept an assignment of the benefit of any personal covenant for the provision of any such services.
- (f) To enter into service agreement with respect to any machinery or equipment installed upon the common property.
- (g) To take over from the original proprietor (and/or any associated person or company) any contractual obligations liabilities or commitments entered into for or on behalf of the owners corporation prior to its constitution and with respect to the powers, authorities, duties and functions imposed or conferred upon the owners corporation by the Act or these by-laws.
- (h) By its manager, delegates, servants or agents, to enter any lot to inspect, maintain, repair or renovate any part of the common property.
- (i) By its manager, delegates, servants or agents, to enter any lot at any time to respond to any signal from the Vital Call Alarm System or to test or monitor the operation of the system.

15 Alteration to lot

An owner of a lot shall not alter the structure of the lot without giving the owners corporation, not later than 14 days prior to the commencement of the alteration, written notice describing the proposed alteration.

16 Appearance of lot

An owner or occupier of a lot shall not without the written consent of the owners corporation, maintain within the lot, including the contents of garages, unless an owner or occupier is working within, anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

17 Use of facilities and committees

An owner or occupier of a lot shall observe the following procedure with reference to use of facilities within Berkeley Village:

- (a) The appropriate committee is to be constituted from the owners corporation for the running, maintenance and harmony of the facility or service. Such committee is to be administrative. Issues of compliance and budget are to be dealt with by the strata committee or the owners corporation in general meeting.
- (b) Only one committee is constituted for each service. The committees include but are not limited to the following:
 - (i) snooker;
 - (ii) carpet bowls;
 - (iii) lawn bowls; and
 - (iv) bus committee.
- (c) The use of the swimming pool is restricted to residents only.

18 Nominations and elections to committees

An owner or occupier of a lot shall observe the following procedures with regard to nominations and elections for committees:

- (a) Elections for Berkeley Village committees are to be held within one month of the AGM at an informal meeting in the community centre, chaired by the co-ordinator or a strata committee member.
- (b) All nominations are to be recorded on the appropriate nominations board which will be displayed on the noticeboard for a period of fourteen days prior to the elections.
- (c) Nominations are open to all permanent residents within Berkeley Village whether unit owners or not. Any person elected to a committee who is not a member of the club that the committee represents (where appropriate) must immediately join the club or forego the right to serve on the committee.
- (d) The committees stand for 12 months. All positions are declared vacant for the elections.
- (e) Committee balance sheets or financial reports are to be overseen by the strata committee and be presented by an outgoing committee at the election of a new committee.

19 Storage of caravans and boats

An owner or occupier of a lot shall not keep a caravan or boat on common property except with written permission of the owners corporation and under the following terms and conditions:

- (a) Caravans to be kept registered and mobile at all times. Jockey wheel to remain attached and weight taken off wheel by a stand jack and no other means.
- (b) Caravans and boats are to be parked in the designated places.
- (c) No repairs apart from making the vehicle mobile are to be carried out on the storage site.
- (d) Inflammable materials are not to be stored in the caravan on common property.
- (e) That for the purposes of these by-laws, a "caravan length" shall refer to and be known as the length of the van itself (not including the tow hitch) and the caravan dimensions shall not exceed 8 metres in width and 24 metres in length.
- (f) That for the purposes of these by-laws any boat and trailer kept on the premises shall not exceed 7 metres in length including the tow hitch.
- (g) The owner shall vacate the allocated caravan space at least twice each year.
- (h) The owners shall pay to the owners corporation a minimum licence fee of \$1.00 per annum in respect of any allocated parking space.
- (i) Each owner shall keep each caravan and/or boat and trailer fully comprehensively insured and shall not make any claim against the owners corporation for any loss or damage occasioned to the caravan, boat or trailer whilst parked in any allocated parking space.

20 Vital call service

The owners corporation may enter into arrangements for the Caretaker Village Response System to monitor the Vital Call Emergency Response System to the lots 24 hours per day.

21 Locks and master keying

- 21.1 The owner or occupier of any lot must not without the prior written consent of the owners corporation change the locks to any external door to the lot, including any security door.
- 21.2 The owners corporation can specify the type of lock which can be fitted to any external door to the lot, including any security door.
- 21.3 Each owner shall ensure that all external front doors for their lot, including all security doors are to be keyed in a manner that accords with the owners corporation master key and or instructions.

22 Insurance cover on owners additions

Each owner agrees that the owners corporation is entitled to levy each owner of each lot and/or their successors in title for the cost of any increase to any insurance premium or the total cost of a new premium that may be payable by the owners corporation from time to time as a result of any additional works or improvements carried out on the lot by that owner.

23 Changes to floor coverings and surfaces

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

24 Preservation of fire safety

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

25 Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An owner or occupier of a lot must not drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- (4) In this by-law *smoke* means smoke, hold or otherwise use a product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs, and *smoking* has a corresponding meaning.

26 Pergolas, glass enclosures and enclosed balconies

If any pergola, glass enclosure or enclosed balcony is constructed on any lot or if any pergola, glass enclosure or enclosed balcony presently constructed on any lot is replaced, each such pergola, glass enclosure or enclosed balcony and any lattice forming part thereof must be constructed of aluminium or approved equivalent according to plans and specifications previously approved by the owners corporation.

27 Television antenna dish

- 27.1 An owner or occupier of a lot can attach a television antenna dish, cables and other associated equipment and ancillary items (such cables and other associated equipment and ancillary items collectively described as "fittings") necessary to facilitate the use of the television antenna dish by the owner or occupier to the common property with the written approval of the owners corporation, but only if the owners corporation approves the design, appearance and location of that antenna dish and fittings, and that the owner or occupier pays all costs of the acquisition, installation, maintenance, repair, removal and replacement thereof. An occupier of a lot who is not the owner must obtain and provide the owners permission and consent before applying to the owners corporation to attach any fitting.
- 27.2 On the conditions set out in this by-law the owner or occupier for the time being of a lot, subject to the written approval of the owners corporation shall have a special privilege of the common property to keep on the common property outside the lot a television antenna dish and fittings installed at the date of the making of this by-law or installed in the future.
- 27.3 Condition:
- (a) The rights and responsibilities created by this by-law shall apply to any replacement or renewed fittings.
 - (b) The owner or occupier shall comply with any requirements of a local council relating to the fittings.
 - (c) The owner or occupier indemnifies and shall keep the owners corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the fittings or television antenna dish installed. For the purpose of this condition the certificate of the owners corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in insurance premium or excess payable by the owners corporation and attributable to the work.
 - (d) If the television antenna dish or fittings must be removed for any purpose, their removal and replacement must be undertaken by the owner or occupier at his expense, in a proper and workmanlike manner and so as not to cause any damage to the common property.
 - (e) The owner or occupier shall perform his responsibilities under this by-law at his own cost.

28 Chairlift

- 28.1 An owner or owners of a lot or lots situated on a first-floor level of the plan, can with the prior written permission of the owners corporation install to the stairwell of the common property a chair lift to operate from the ground floor to the first floor to transport residents of first floor lots between those levels. Once a chair lift is installed on a stairwell, the lot owner or owners must share the chair lift with any other lot owner on that first floor of that block of units now or in the future provided each lot on the first floor in that particular block of units has paid their equal share of the cost of installation to the original providers.
- 28.2 The nature, design, method of installation and operation of each chair lift, must be approved in writing by the owners corporation prior to its installation. The owners corporation can in its absolute discretion refuse to approve same, if the specifications differ from the approved model regarding width fold up, speed of operation and the like.
- 28.3 The owner or owners who install any such chair lift and their successors in title must pay for the lift, for its installation, maintenance, repair and (if applicable) its removal.
- 28.4 If the owners corporation is of the opinion that any Chairlift is not presently in use, is not operating, is not operating satisfactorily or is otherwise causing or likely to cause danger or inconvenience to the occupier or occupiers of any lot or lots, it can require the owner or owners who installed the chair lift, or their successors in title, to remove it at his or their costs, and make good any damage caused by the removal of the Chairlift.

- 28.5 Each owner or any person who uses any chair lift does so at their own risk and releases and indemnifies the owners corporation from any claim or liability in respect of or relating to the presence of the chair lift on the common property or in respect of the operations thereof.

29 Air conditioning

- 29.1 An owner of a lot must not install or keep an air-conditioning unit to serve his or her lot, or allow one to be installed or kept, except in compliance with the following stipulations or conditions:
- (a) The Unit must be of a "split system" design. The unit must not be window-mounted.
 - (b) Before installing a unit, the owner must:
 - (i) provide the owners corporation with a copy of any requisite approval (if applicable) of the local Council, including all conditions of approval, drawing and Specifications; and
 - (ii) obtain the written approval of the owners corporation to the location and type of the proposed air-conditioner.
 - (c) In installing the unit, the owner must:
 - (i) if applicable, comply with all conditions of approval of the local Council;
 - (ii) comply with the manufacturer's Specifications; and
 - (iii) carry out the installation in a proper and skillful manner.
 - (d) The owner must not use the unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner of occupier of the lot, or of the common property by any persons entitled to use it.
 - (e) The owner must maintain the unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.
 - (f) The owner at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of the unit.
 - (g) The owner must indemnify the owners corporation and the owners and occupiers of other lots against any liability or expense that would not have occurred if the unit had not been installed.

30 Air conditioning equipment already installed

- 30.1 On the conditions set out in this by-law, the owner for the time being of a lot, subject to the written approval of the owners corporation ("the owner") shall have a special privilege in respect of the common property to keep on the common property outside the lot, air conditioning equipment installed at the date of the making of this by-law (5 August 2002) or installed in the future and serving his or her lot and their ancillary pipes, wires, cables, fans and ducts (such installations and ancillary parts collectively described as 'fittings'.)
- 30.2 Conditions:
- (a) The owner must maintain the fittings in a state of good and serviceable repair and must renew or replace them whenever necessary.
 - (b) The rights and responsibilities created by this by-law shall apply to any replacement or renewed fittings.
 - (c) The owner must provide the owners corporation with a diagram of any altered or additional electrical circuitry certified as accurate and in compliance with all relevant standards by an electrician.

- (d) The owner shall comply with any requirements of a local Council relating to the fittings.
- (e) The owner indemnifies and shall keep the owners corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the fittings installed for the purpose of this condition the certificate of the owners corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the owners corporation and attributable to the works.
- (f) Subject to any amendment of the by-laws from time to time and to any resolution of the owners corporation under Section 62(3) of the Strata Schemes Management Act 1996, the owners corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (g) If the fittings must be removed for any purpose their removal and replacement must be undertaken by the owner at his or her expense, in a proper and workmanlike manner and so as not to cause any damage to the common property.
- (h) The owner shall perform his responsibilities under this by-law at his or her own cost although the fittings be damaged by the owners corporation in carrying out any work referred to in Section 65 of the Strata Schemes Management Act 1996.
- (i) If the owner fails to carry out his or her obligation under these by-laws within twenty-one (21) days of his being requested in writing to do so, the owners corporation will be entitled, pursuant to the provisions of Section 63(4) of the Strata Schemes Management Act 1996 to carry out the work and recover the cost from the owner.
- (j) The owner shall pay all reasonable costs incurred in the registration of this by-law.

31 Auction and for sale signs

- 31.1 "Auction" and "For Sale" (but not "For Lease") signs and the like, are permitted on the common property on the following conditions:
- (a) Approval must be obtained in advance in writing from the owners corporation.
 - (b) One sign only will be permitted and this sign must be erected in the garden only (not in the grass) and not obscuring the view from any unit.
 - (c) The maximum size of a sign to be 1.3 x 1 metres.
 - (d) Approval to be only for a maximum of 3 months (regardless if the property remains unsold).
 - (e) Signs are to be removed the same day that contracts are exchanged and are not to remain with a "sold" sticker thereon.
 - (f) Signs are not to be affixed to common property.
 - (g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the owners corporation in removing any sign in breach of these conditions.
 - (h) "Open house" signs may be placed at the entrance to the Village and the nearest roundabout. Signs may only be placed 1 hour before and removed 1 hour after the open house hours.
 - (i) Signs not complying with the above may be removed and a fee charged for the return of same.

32 Additions

- 32.1 Notwithstanding anything under section 62 of the Strata Schemes Management Act 1996 the Owners Corporation may approve the installation of the following:
- (a) Skylights, sky tubes and/or air vents, external window awnings to the rear of unit.
 - (b) Installation of slim line water tanks.
 - (c) Windows opening into an installed Sunroom or enclosed 1st floor Balcony may be removed and replaced with one of the following alternates subject to the owners corporation approval:
 - (i) Hopper style window; Replace with Aluminium framed sliding glass window.
 - (ii) Hopper style or sliding glass window; replace with an Aluminium framed sliding glass door.
 - (d) 32.1(a), 32.1(b) and 32.1(c) shall be referred to as a 'system' or 'fitting'.
- 32.2 Subject to the following conditions:
- (a) If applicable obtain prior consent from the Local Government Authority.
 - (b) The owner at his/her expense rectify and make good any damage to the common property caused by or in the course of the installation of the system or fitting.
 - (c) The owner/s shall be responsible for the proper maintenance of the system or fitting and of keeping it/them in a state of good and serviceable repair.
 - (d) The maintenance and repair of the system or fitting can only be carried out by a properly qualified and licensed tradesperson.
 - (e) The owner shall indemnify the owners corporation and keep it free from any claim or actions relating to the systems or fitting, its/their maintenance, repair or replacement.
 - (f) The Owners Corporation will maintain the common property in accordance with Section 62 of the Strata Schemes Management Act 1996.

33 Installation of ceiling insulation

Introduction, Definitions and Interpretation

- 33.1 The insulation of homes has become increasingly popular because of the energy savings and availability of financial assistance from Government.
- 33.2 This by-law regulates the installation of insulation in the ceiling cavity above individual lots and the ongoing maintenance and responsibility for the insulation following such work.
- 33.3 In this by-law:
- (a) "Insulation" means any insulating material placed in the common property air space between the ceiling of a lot and the roof and includes bulk insulation (such as "rockwool", "natural wool", "glasswool"), reflective insulation (such as "foil sheets", "silver batts") and composite insulation (such as "foil faced boards", "batts with foil backing").
 - (b) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

Terms

- 33.4 An owner of a lot must not install insulation to serve his or her lot; or allow insulation to be installed or kept; except in compliance with the following terms and conditions.

Terms and Conditions: Prior to Installation

- 33.5 Prior to installing any insulation the owner must:

- (a) Provide the owners corporation (through its executive committee or strata managing agent) not less than thirty (30) days written notice of the intended installation. The Notice is to provide details of the proposed installation including the nature of the insulation to be installed, the quantity/volume of material, the method of installation, if required the manner in which fire separations between the roof space, other lots and common property are to be addressed and details of how any pipes, wires or cables are going to be lagged or otherwise treated.
- (b) Obtain the written approval of the owners corporation to the installation. For this purpose, the owner must if requested in writing by the owners corporation provide additional information concerning the proposed installation to the owners corporation.

Terms and Conditions: Installation

33.6 In installing insulation an owner must:

- (a) Comply with all conditions of approval of the owners corporation.
- (b) Comply with the manufacturer's specifications.
- (c) Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes, the Home Building Act and other applicable statutes.
- (d) Not diminish fire separations between the relevant roof space, and lot and other areas of common property.
- (e) Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the scheme shall not be obstructed by building materials, refuse or contractors vehicles. The relevant portion of the common property is to be kept in a clean and tidy state while the works are being carried out.

- 33.7** In performance of the installation the owner must maintain the integrity of fire safety of the building. Any penetration of a fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian standards. If necessary pipes, wires and cables running through the roof space are to be lagged or otherwise treated as required under the BCA and any other applicable code.

Terms and Conditions: Keeping and Removing Insulation

- 33.8** The owner of a lot who has insulation installed must if requested by the owners corporation, acting reasonably, remove all or so much of the insulation as is required to permit the owners corporation to discharge its statutory functions of maintenance and repair of the common property. Any such removal and reinstallation shall be at the owners' expense.
- 33.9** The owner of a lot must remove insulation serving that lot if its presence places the owners corporation in breach of its obligations under the Environmental Planning and Assessment Act 1979, the Occupational Health and Safety requirements or the requirements of WorkCover, other relevant statutory authority or any law.
- 33.10** For the purpose of this by-law any insulation shall remain the property of the owner of the lot served by it whether or not the owner of that lot installs it.
- 33.11** The owner at his or her own cost must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of any insulation.
- 33.12** The owner of a lot indemnifies the owners corporation and the owners and occupiers of other lots against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of insulation or would not have been incurred if the insulation had not been installed.

- 33.13 The owner must maintain insulation installed to serve his or her lot and replace it whenever required.
- 33.14 The owner may remove insulation but must do so at his or her own expense.
- 33.15 If an owner fails to carry out his or her obligations under this by-law after being requested in writing to do so, the owners corporation will be entitled pursuant to the provisions of section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.

34 Compliance with planning and other requirements

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

35 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

36 Compliance with law

Owners and occupiers of lots must comply with any applicable law with respect to the strata scheme.

37 Cosmetic works and minor renovations

37.1 Cosmetic work

An owner of a lot who undertakes, or proposes to undertake Building Works that are "cosmetic work" within the meaning of section 109 of the Management Act:

- (a) must, prior to undertaking those Building Works, provide written notice to the owners corporation, including the following:
- (i) details of the works, including copies of any documents describing the work;
 - (ii) duration and times of the works;
 - (iii) details of the persons carrying out the works, including qualifications to carry out the works; and
 - (iv) arrangements to manage any resulting rubbish or debris; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

37.2 Minor renovations

An owner of a lot who undertakes, or proposes to undertake, Building Works that are "minor renovations" within the meaning of section 110 of the Management Act:

- (a) must comply with their obligations under that section; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

37.3 Delegation of functions

Within the meaning of section 110(6)(b) of the Management Act the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

37.4 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

37.5 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Building Works Conditions has the meaning given to it in by-law 40; and
Building Works has the meaning given to it in by-law 40.

38 Approval of work

38.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

38.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

38.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

38.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

38.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

38.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

38.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

38.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

38.9 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

38.10 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

38.11 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

38.12 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Authorised Lot means each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;

- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

Building Works Conditions has the meaning given to it in by-law 40;

Building Works has the meaning given to it in by-law 40;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act, as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner; and

Scope of Works means the Scope of Works in Annexure B.

39 Methods and procedures

39.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

39.2 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;

- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

39.3 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

39.4 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

39.5 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

39.6 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 39.6 a reference to property includes the common property or personal property vested in the owners corporation.

39.7 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 39.6 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

39.8 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

39.9 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

40 Definitions and interpretation

40.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with the by-laws of the strata scheme;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term, defined in the Management Act or Development Act will have the same meaning.

40.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

40.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed, and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

40.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 20989; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

You means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

Your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

(a) Flooring Works

The alteration of, replacement of or addition of floor coverings or floor surfaces in the Authorised Lot, provided that those works:

- (i) otherwise comply with any requirements of the by-law applying to them, including without limitation in respect of noise; and
- (ii) in any case, transmits no more noise than Noise Transmission Limit.

(b) Wall Removal

The removal or partial removal of non-load bearing walls that are internal to the Authorised Lot and are not walls referred to in sub-section 6(1)(a)(i) of the Development Act, provided that:

- (i) the structure of the associated floor and ceiling is not altered or affected; and
- (ii) for clarity, compliance with any other provisions of this by-law is in any event required.

Note. The walls referred to in sub-section 6(1)(a)(i) of the Development Act are walls whose base corresponds substantially to a line on the floor plan of the strata plan that defines the base of certain vertical boundaries in the strata scheme.

Note. The other provisions of this by-law may prohibit the Permitted Works adversely affecting the structure or support of the property, or require engineer's approvals and certifications to be obtained and provided.

(c) Bathroom Renovations

The renovation of any bathroom of the Authorised Lot including:

- (i) replacement of or installation of new tiles, floor and wall surfaces, mirrors, toilets, vanities, baths, shower screens, cabinets, light fittings and other bathroom fixtures and fittings;
- (ii) painting or refinishing of surfaces;
- (iii) electrical wiring work (including terminating wiring, installing switches and other related work); and
- (iv) plumbing and drainage work within the airspace of the Authorised Lot.

(d) Kitchen Renovations

The renovation of any kitchen of the Authorised Lot including:

- (i) replacement of or installation of new tiles, floor and wall surfaces, cabinetry, sinks, bench tops, light fittings and other kitchen fixtures and fittings;
- (ii) painting or refinishing of surfaces;
- (iii) replacement of or installation of new appliances;

- (iv) electrical wiring work (including terminating wiring, installing switches and other related work); and
 - (v) plumbing and drainage work (including gas plumbing).
- (e) **Air-Conditioning Work**

The installation of Air-Conditioning Equipment on or in the common property for the use or benefit of the Authorised Lot, provided that:

- (i) the works and their installation comply with, without limitation, Australian and New Zealand Standard AS / NZS 3623 and the Service and Installation Rules of New South Wales, the electricity industry standard of best practice for customer connection services and installations, published from time to time by the State of New South Wales, presently through the Division of Resources and Energy, Trade and Investment; and
- (ii) any condensate run-off must be plumbed to the nearest available waste water outlet and in any event only into existing drainage unless otherwise authorised by the owners corporation in writing.

1.2 Existing Works

Any works existing as at the date of the making of this by-law of the same type or kind as described in clause 1.1 of this Scope of Works are Permitted Work, provided that:

- (a) Despite any other provision of this by-law, the Authorised Owner in respect of those existing works is not required to upgrade, modify or reconstruct those existing works in order to comply with any requirement of this by-law applying to their method or manner of construction;
- (b) However, the preceding clause 1.1 does not apply:
 - (i) to the extent that those existing works are subsequently upgraded, renewed or replaced (not including minor repairs or maintenance) and in that event such upgrade, renewal or replacement works must be done as if they were new Permitted Works within the meaning of this by-law; and
 - (ii) to the extent that, in respect of those existing works, a non-compliance with any requirement of this by-law that would (but for the preceding clause 1.1) apply to their method or manner of construction is likely to cause or result (or in fact causes or results) in:
 - (A) a nuisance or hazard to the owner or occupier of another lot or any person lawfully using the common property;
 - (B) an interference with the peaceful enjoyment of an owner or occupier of another lot;
 - (C) an interference with any support or shelter provided by the property to any lot or the common property;
 - (D) an interference with the passage of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being at the property;
 - (E) the property ceasing to comply with the terms of any Approval or, to the extent that they apply to the property, the Building Code of Australia or the National Construction Code;
 - (F) an order being made by an Authority in connection with the property;

- (G) the owners corporation or the property ceasing to comply with any requirement imposed by an insurer of the owners corporation; or
 - (H) an increase in the insurance premiums payable by the owners corporation in respect of the common property.
- (o) If clause 1.2(b)(ii) above applies, the Authorised Owner in respect of those existing works must bring those works into compliance with the requirements of this by-law within a reasonable time after the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

1.3 Definitions

In this Scope of Works, unless the context otherwise requires:

Air-Conditioning Equipment means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances;

Excluded Work means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
 - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
 - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation;


General Specifications means:

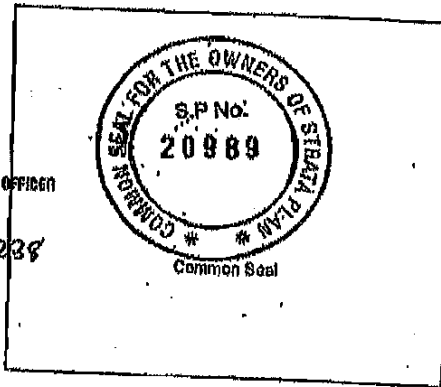
- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same; and

Noise Transmission Limit means the maximum amount of noise transmissible (by structure or air) from one apartment dwelling to another under the Building Code of Australia as it applies to newly constructed apartment dwellings from time to time.

Execution

THE COMMON SEAL of The Owners—Strata Plan No 20889 was herunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person DON BARRERA
Capacity of Authorised Person STRATA MANAGING AGENT DULY AUTHORISED OFFICER
Address of signatory LICKED BAG 22/4TH/MARSHET NSW 1238



Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

00/04/2018 Date of affixing of the Seal

Approved Form 10


Certificate re Initial Period

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

*that the initial period has expired.

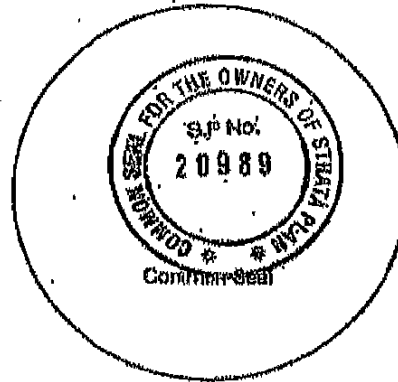
~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners—Strata Plan No 20989 was affixed on ^{09/04/2018}..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature:  Name: DEN BARBERA Authority: STRATA MANAGING AGENT
DUTY AUTHORISED OFFICER

Signature: Name: Authority:

- * Insert appropriate date
- * Strike through if inapplicable



Lodger Details

Lodger Code 500596W
Name TAPERELL RUTLEDGE
Address BAKER ONE BUILDING
L 4, 1-5 BAKER ST
GOSFORD 2250
Lodger Box 1W
Email INFO@TAPERELLS.COM.AU
Reference MJA:57021

Land Registry Document Identification

AS609681

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/SP20989	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP20989
Other legal entity

Meeting Date

11/10/2022

Amended by-law No.

Details 3,3, 9, 14, 39.6

Added by-law No.

Details Not applicable

Repealed by-law No.

Details 20

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. SP20989

Signer Name MAXINE JENNIFFER ANDRONICOS

Signer Organisation PARTNERS OF TAPERELL RUTLEDGE

Signer Role PRACTITIONER CERTIFIER

Execution Date 04/11/2022

Consolidated by-laws

The Owners—Strata Plan No 20989

15 Lorraine Avenue, Berkeley Vale 2261

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Schedule 1 Consolidated by-laws

1 Noise

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

2 Vehicles

- 2.1 An owner or occupier of a lot, including their visitors, shall not leave a motor vehicle unattended on the common property, except in the designated visitor parking areas, for a period exceeding 10 minutes for the purpose of loading and unloading or as permitted by a sign authorised by the owners corporation.
- 2.2 All owners, occupiers and invitees shall observe the maximum speed limit permitted within the village and observe "keep left" signs at roundabouts.
- 2.3 All washing down of vehicles on common property to be undertaken in designated areas only.
- 2.4 Tradesmen doing work for an owner should use the visitor parking spaces, rather than parking in the thoroughfares.
- 2.5 The village may maintain a village bus for the convenience of residents for the purpose of shopping trips, organised excursions and outings. The times, type and frequency of the use of the village bus will be determined by the Bus Committee, under the overall supervision of the Strata Committee.

3 Common property

- 3.1 An owner or occupier of a lot shall not obstruct lawful use of common property by any person except on a temporary and non-recurring basis. All stairways and passages are to be kept clear of plants and other articles to ensure unrestricted access in case of emergency. However, if passages are wide enough, some pot plants will be allowed, as long as the resultant clear passageway is greater than 1.5 metres.
- 3.2 Similarly, there are appropriate places where a small table and chair set can be placed without restricting access in case of emergency, which can help facilitate interaction between residents. Permission for the use of the common area in this fashion may be approved, subject to an inspection.
- 3.3 Visitor car parking bays are designed to provide adequate parking for visitors. An owner or occupier of a lot must restrict their personal use of visitor car parking bays to short durations of no more than 4 hours.
- 3.4 If residents wish to use a visitor parking bay for a longer period, for example if a new resident needs time to clear the garage of items to make space for the car, the owners corporation may give permission to utilise a visitor space for a suitable period of time. A new application must be lodged for any extension, but it must not be assumed that a new extension will be automatically granted.

4 Plants on common property

- 4.1 An owner or occupier of a lot may, after conferring with the gardener, look after the garden bed on common property, immediately adjacent to their unit. They would be advised to confer with the gardener during this time. However, if the garden bed is not adequately maintained, maybe due to increased frailty or illness, the owners corporation may override this privilege and give responsibility back to the gardener.
- 4.2 In addition to the above, residents are allowed to place up to 3 pot plants per lot (preferably not of the black plastic variety) on common property as long as all stairways and passages are kept clear, as defined in bylaw 3 and the pots are placed in a single row. Plants in small pots are better located in the garden beds, rather than spread on hardstand common area. If the resident or owner wishes to exceed the allowance of 3 large pots, they must lodge a prior application with the owners corporation for permission.
- 4.3 Apart from the above areas where residents can tend plants, on other areas of common property no resident shall:-
- (a) damage any lawns, garden, tree, shrub, plant or flower situated on common property; or
 - (b) use for his or her own purposes as a garden any other portion of common property.

5 Screen and Security doors

- 5.1 Subject to by-law 21, an owner or person authorised by an owner may install, without the consent of the owners corporation:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- 5.2 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in harmony with the appearance of the rest of the building. However, it must not contain a cat/dog flap that might allow a resident's pet access to the common area, without being on a lead.
- 5.3 Clause 5.1 does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 5.4 The owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 5.1 that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5.1 that forms part of the common property and that services the lot.

6 Behaviour of owners, occupiers and invitees

- 6.1 An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when upon common property shall be adequately clothed and shall 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 the common property.
- 6.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
- (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause 6.1.

7 Children playing on common property

An owner or occupier of a lot shall not permit any child of whom he or she has control to play, ride skateboards, bicycles, or other similar conveyances upon common property comprising the community centre, roadways, pathways, car parking areas or other areas of possible danger or hazard to children or residents.

8 Drying of laundry items

An owner or occupier of a lot shall 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.

9 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless the owners corporation resolves that it will keep the glass or specified part of the glass clean.

10 Storage of inflammable liquids and other substances and materials

An owner or occupier of lot shall not, except with the approval in writing of the owners corporation, use or store upon his or her lot or upon the common property any flammable chemical liquid or gas or other flammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank or motor vehicle or internal combustion engine.

11 Floor coverings

An owner or occupier of a lot shall ensure that all floor space within his or her lot (other than that comprising kitchen, laundry, toilet or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noises likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

12 Disposal of waste

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.

waste includes garbage and recyclable material.

13 Keeping of animals

- 13.1 A resident of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- 13.2 A resident seeking approval must submit to the owners corporation an "Application to Keep a Pet" form stating all the relevant details, including alternative feeding and care arrangements if the resident is unable to perform these tasks for the pet due to illness or otherwise.
- 13.3 The owners corporation may grant or refuse approval, or withdraw an approval already given under this by-law.
- 13.4 The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give the applicant written reasons for any refusal to grant approval.
- 13.5 If a resident of a lot keeps an animal on the lot, the resident must:
 - (a) Keep the animal within the lot;
 - (b) Supervise the animal when it is on the common property;
 - (c) Take any action that is necessary to clean all areas of the lot or the common property or the adjoining local Council area that are soiled by the animal (note that faeces must be double-wrapped in plastic and disposed of in the red garbage bins, not the yellow recycle bins);
 - (d) Take adequate steps to minimise the disruption to neighbours caused by noises made by the animal, if deemed warranted by the owners corporation (for example, in the case of excessive barking by dogs, use of a deterrent collar or proper training); and
 - (e) Comply with all of the requirements set by the local Council for the keeping of the pet, including requirements as to:

- (i) registration;
- (ii) microchipping;
- (iii) desexing or obtaining an annual permit for animals that are not desexed.

- 13.6 A resident who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 (Cth)*.
- 13.7 In addition to the requirements set out in 13.5, the following requirements apply in relation to the following types of animals:
- (a) Dogs: Keep the dog on a lead in all public areas except in Off-Leash Dog Exercise Areas specified by the local Council (for clarification, the land adjoining the village is not an Off-Leash Dog Exercise Area).
 - (b) Cats and dogs: Must not allow a cat or dog to roam free on common property or the adjoining local Council land at any time. This is for the protection of the cat or dog from vehicle traffic, and for the protection of wildlife in the area.
- 13.8 The owners corporation may withdraw any approval to keep an animal if it unreasonably interferes with another resident's use and enjoyment of their lot or the common property, including but not limited to the following reasons:
- (a) Repeated breaches of any part of this bylaw; or
 - (b) The welfare of the animal is not being adequately managed; or
 - (c) The animal poses a danger to a resident or another pet in the strata scheme; or
 - (d) The animal repeatedly damages or destroys a resident's property.
- 13.9 Notwithstanding any consent given under this bylaw 13, a resident must not allow an animal into common property buildings or onto any area where the owners corporation has posted a sign prohibiting animals. This restriction does not apply to assistance animals referred to in the *Disability Discrimination Act 1992 (Cth)*.

14 Provisions of amenities and services

The owners corporation shall have the following powers in addition to those appearing in the Act and the by-laws, namely, the power:

- (a) To enter into any arrangements providing for the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the common property and the general repair and maintenance or renewal and replacement thereof.
- (b) To keep locked and secure any areas of the common property which house any tools, equipment, machinery or materials belonging to the owners corporation or under its care and control.
- (c) To place any common property facilities under the care and control of any building manager, employee or employees or managing agent or service organisation engaged by the owners corporation.
- (d) To allocate any or all common property offices, storerooms and other rooms or facilities for use by any on site building manager or employee or employees or service organisation or contractor engaged by the owners corporation and to grant appropriate licenses in respect thereof.
- (e) To enter into any arrangement for the provision of any services to owners or occupiers, including but without limiting the generality thereof, of library, cleaning, lawn and garden maintenance, building maintenance, electrical work, plumbing work, and property management services and to accept an assignment of the benefit of any personal covenant for the provision of any such services.

- (f) To enter into service agreement with respect to any machinery or equipment installed upon the common property.
- (g) To take over from the original proprietor (and/or any associated person or company) any contractual obligations liabilities or commitments entered into for or on behalf of the owners corporation prior to its constitution and with respect to the powers, authorities, duties and functions imposed or conferred upon the owners corporation by the Act or these by-laws.
- (h) By its manager, delegates, servants or agents, to enter any lot to inspect, maintain, repair or renovate any part of the common property.

15 Alteration to lot

An owner of a lot shall not alter the structure of the lot without giving the owners corporation, not later than 14 days prior to the commencement of the alteration, written notice describing the proposed alteration.

16 Appearance of lot

An owner or occupier of a lot shall not maintain an item within the lot (including the garage) visible from the outside and which is not aesthetically in harmony with the rest of the building when viewed from the outside, unless one of the following exceptions apply:

- (a) the item has been placed temporarily while the owner or occupier is undertaking work within the lot; or
- (b) the owners corporation has provided prior written consent for the item to be placed in the location.

17 Use of facilities and committees

An owner or occupier of a lot shall observe the following procedure with reference to use of facilities within Berkeley Village:

- (a) The appropriate committee is to be constituted from the owners corporation for the running, maintenance and harmony of the facility or service. Such committee is to be administrative. Issues of compliance and budget are to be dealt with by the strata committee or the owners corporation in general meeting.
- (b) Only one committee is constituted for each service. The committees include but are not limited to the following:
 - (i) snooker;
 - (ii) carpet bowls;
 - (iii) lawn bowls; and
 - (iv) bus committee.
- (c) The use of the swimming pool is restricted to residents only.

18 Nominations and elections to committees

An owner or occupier of a lot shall observe the following procedures with regard to nominations and elections for committees:

- (a) Elections for Berkeley Village committees are to be held within one month of the AGM at an informal meeting in the community centre, chaired by the co-ordinator or a strata committee member.
- (b) All nominations are to be recorded on the appropriate nominations board which will be displayed on the noticeboard for a period of fourteen days prior to the elections.
- (c) Nominations are open to all permanent residents within Berkeley Village whether unit owners or not. Any person elected to a committee who is not a member of the club that the committee represents (where appropriate) must immediately join the club or forego the right to serve on the committee.
- (d) The committees stand for 12 months. All positions are declared vacant for the elections.
- (e) Committee balance sheets or financial reports are to be overseen by the strata committee and be presented by an outgoing committee at the election of a new committee.

19 Storage of caravans and boats

An owner or occupier of a lot shall not keep a caravan or boat on common property except with written permission of the owners corporation and under the following terms and conditions:

- (a) Caravans to be kept registered and mobile at all times. Jockey wheel to remain attached and weight taken off wheel by a stand jack and no other means.
- (b) Caravans and boats are to be parked in the designated places.
- (c) No repairs apart from making the vehicle mobile are to be carried out on the storage site.
- (d) Inflammable materials are not to be stored in the caravan on common property.
- (e) That for the purposes of these by-laws, a "caravan length" shall refer to and be known as the length of the van itself (not including the tow hitch) and the caravan dimensions shall not exceed 6 metres in length and 2.4 metres in width.
- (f) That for the purposes of these by-laws any boat and trailer kept on the premises shall not exceed 7 metres in length including the tow hitch.
- (g) The owner shall vacate the allocated caravan space at least twice each year.
- (h) The owners shall pay to the owners corporation a minimum licence fee of \$50.00 per annum in respect of any allocated parking space.
- (i) Each owner shall keep each caravan and/or boat and trailer fully comprehensively insured and shall not make any claim against the owners corporation for any loss or damage occasioned to the caravan, boat or trailer whilst parked in any allocated parking space.

20 Repealed

21 Locks and master keying

- 21.1 The owner or occupier of any lot must not without the prior written consent of the owners corporation change the locks to any external door to the lot, including any security door.
- 21.2 The owners corporation can specify the type of lock which can be fitted to any external door to the lot, including any security door.

- 21.3 Each owner shall ensure that all external front doors for their lot, including all security doors are to be keyed in a manner that accords with the owners corporation master key and or instructions.

22 Insurance cover on owners additions

Each owner agrees that the owners corporation is entitled to levy each owner of each lot and/or their successors in title for the cost of any increase to any insurance premium or the total cost of a new premium that may be payable by the owners corporation from time to time as a result of any additional works or improvements carried out on the lot by that owner.

23 Changes to floor coverings and surfaces

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

24 Preservation of fire safety

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

25 Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An owner or occupier of a lot must not drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the common property.
- (4) In this by-law **smoke** means smoke, hold or otherwise use a product designed or adapted for smoking, without limitation including cigarettes, cigars or cigarette-type products, electronic cigarettes, pipes, water pipes, or hookahs, and **smoking** has a corresponding meaning.

26 Pergolas, glass enclosures and enclosed balconies

If any pergola, glass enclosure or enclosed balcony is constructed on any lot or if any pergola, glass enclosure or enclosed balcony presently constructed on any lot is replaced, each such pergola, glass enclosure or enclosed balcony and any lattice forming part thereof must be constructed of aluminium or approved equivalent according to plans and specifications previously approved by the owners corporation.

27 Television antenna dish

- 27.1 An owner or occupier of a lot can attach a television antenna dish, cables and other associated equipment and ancillary items (such cables and other associated equipment and ancillary items collectively described as "fittings") necessary to facilitate the use of the television antenna dish by the owner or occupier to the common property with the written approval of the owners corporation, but only if the owners corporation approves the design, appearance and location of that antenna dish and fittings, and that the owner or occupier pays all costs of the acquisition, installation, maintenance, repair, removal and replacement thereof. An occupier of a lot who is not the owner must obtain and provide the owners permission and consent before applying to the owners corporation to attach any fitting.
- 27.2 On the conditions set out in this by-law the owner or occupier for the time being of a lot, subject to the written approval of the owners corporation shall have a special privilege of the common property to keep on the common property outside the lot a television antenna dish and fittings installed at the date of the making of this by-law or installed in the future.
- 27.3 Condition:
- (a) The rights and responsibilities created by this by-law shall apply to any replacement or renewed fittings.
 - (b) The owner or occupier shall comply with any requirements of a local council relating to the fittings.
 - (c) The owner or occupier indemnifies and shall keep the owners corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the fittings or television antenna dish installed. For the purpose of this condition the certificate of the owners corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in insurance premium or excess payable by the owners corporation and attributable to the work.
 - (d) If the television antenna dish or fittings must be removed for any purpose, their removal and replacement must be undertaken by the owner or occupier at his expense, in a proper and workmanlike manner and so as not to cause any damage to the common property.
 - (e) The owner or occupier shall perform his responsibilities under this by-law at his own cost.

28 Chairlift

- 28.1 An owner or owners of a lot or lots situated on a first-floor level of the plan, can with the prior written permission of the owners corporation install to the stairwell of the common property a chair lift to operate from the ground floor to the first floor to transport residents of first floor lots between those levels. Once a chair lift is installed on a stairwell, the lot owner or owners must share the chair lift with any other lot owner on that first floor of that block of units now or in the future provided each lot on the first floor in that particular block of units has paid their equal share of the cost of installation to the original providers.
- 28.2 The nature, design, method of installation and operation of each chair lift, must be approved in writing by the owners corporation prior to its installation. The owners corporation can in its absolute discretion refuse to approve same, if the specifications differ from the approved model regarding width fold up, speed of operation and the like.
- 28.3 The owner or owners who install any such chair lift and their successors in title must pay for the lift, for its installation, maintenance, repair and (if applicable) its removal.
- 28.4 If the owners corporation is of the opinion that any Chairlift is not presently in use, is not operating, is not operating satisfactorily or is otherwise causing or likely to cause danger or inconvenience to the occupier or occupiers of any lot or lots, it can require the owner or

owners who installed the chair lift, or their successors in title, to remove it at his or their costs, and make good any damage caused by the removal of the Chairlift.

- 28.5 Each owner or any person who uses any chair lift does so at their own risk and releases and indemnifies the owners corporation from any claim or liability in respect of or relating to the presence of the chair lift on the common property or in respect of the operations thereof.

29 Air conditioning

- 29.1 An owner of a lot must not install or keep an air-conditioning unit to serve his lot, or allow any to be installed or kept, except in compliance with the following requirements:

- (a) The Unit must be either a "split system" design or a ducted system. The unit must not be window mounted.
- (b) Before installing a unit, the owner must:
 - (i) provide the owners corporation with drawings and specifications for the proposed installation;
 - (ii) provide the owners corporation with a copy of the local Council's consent, if such consent is required; and
 - (iii) obtain the written approval of the owners corporation as to the location and type of the proposed air conditioner. Any condenser should be sited so as to permit:
 - A. minimal noise impacts on your neighbours,
 - B. drainage to a suitable garden area or drain, and
 - C. setting on wall brackets at least 150mm high to permit water to drain from the system.
- (c) In installing the unit, the owner must ensure:
 - (i) compliance with the manufacturer's Specifications;
 - (ii) that the installation is carried out by a relevantly licensed tradesperson in a proper and workmanlike manner; and
 - (iii) that the work be undertaken during normal working hours (7.00am to 4.30pm Monday to Friday).
- (d) The owner must not use the unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of the lot, or of the common property by any persons entitled to use it.
- (e) The owner must maintain the unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.
- (f) The owner at his own cost must repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair or renewal of the unit.
- (g) The owner must indemnify the owners corporation and the owners and occupiers of other lots against any liability or expense that would not have occurred if the unit had not been installed.

30 Air conditioning equipment already installed

- 30.1 On the conditions set out in this by-law, the owner for the time being of a lot, subject to the written approval of the owners corporation ("the owner") shall have a special privilege in respect of the common property to keep on the common property outside the lot, air conditioning equipment installed and serving his or her lot and their ancillary pipes, wires,

cables, fans and ducts (such installations and ancillary parts collectively described as 'fittings'.)

30.2 Conditions:

- (a) The owner must maintain the fittings in a state of good and serviceable repair and must renew or replace them whenever necessary.
- (b) The rights and responsibilities created by this by-law shall apply to any replacement or renewed fittings.
- (c) The owner must provide the owners corporation with a diagram of any altered or additional electrical circuitry certified as accurate and in compliance with all relevant standards by an electrician.
- (d) The owner indemnifies and shall keep the owners corporation indemnified from and against any liability or expense which would not have been incurred if work had not been undertaken and the fittings installed for the purpose of this condition the certificate of the owners corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the owners corporation and attributable to the works.
- (e) Subject to any amendment of the by-laws from time to time and to any resolution of the owners corporation under Section 106 of the Strata Schemes Management Act 2015, the owners corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- (f) If the fittings must be removed for any purpose their removal and replacement must be undertaken by the owner at his or her expense, in a proper and workmanlike manner and so as not to cause any damage to the common property.
- (g) The owner shall perform his responsibilities under this by-law at his or her own cost although the fittings be damaged by the owners corporation in carrying out any work referred to in Section 122 of the Strata Schemes Management Act 2015.
- (h) If the owner fails to carry out his or her obligation under these by-laws within twenty-one (21) days of his being requested in writing to do so, the owners corporation will be entitled to carry out the work and recover the cost from the owner.

31 Auction and for sale signs

31.1 "Auction" and "For Sale" (but not "For Lease") signs and the like, are permitted on the common property on the following conditions:

- (a) Approval must be obtained in advance in writing from the owners corporation.
- (b) One sign only will be permitted and this sign must be erected in the garden only (not in the grass) and not obscuring the view from any unit.
- (c) The maximum size of a sign to be 1.3 x 1 metres.
- (d) Approval to be only for a maximum of 3 months (regardless if the property remains unsold).
- (e) Signs are to be removed the same day that contracts are exchanged and are not to remain with a "sold" sticker thereon.
- (f) Signs are not to be affixed to common property.
- (g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the owners corporation in removing any sign in breach of these conditions.

- (h) "Open house" signs may be placed at the entrance to the Village and the nearest roundabout. Signs may only be placed 1 hour before and removed 1 hour after the open house hours.
- (i) Signs not complying with the above may be removed and a fee charged for the return of same.

32 Additions

- 32.1 Notwithstanding anything under section 62 of the Strata Schemes Management Act 1996 the Owners Corporation may approve the installation of the following:
 - (a) Skylights, sky tubes and/or air vents, external window awnings to the rear of unit.
 - (b) Installation of slim line water tanks.
 - (c) Windows opening into an installed Sunroom or enclosed 1st floor Balcony may be removed and replaced with one of the following alternates subject to the owners corporation approval:
 - (i) Hopper style window; Replace with Aluminium framed sliding glass window.
 - (ii) Hopper style or sliding glass window; replace with an Aluminium framed sliding glass door.
 - (d) 32.1(a), 32.1(b) and 32.1(c) shall be referred to as a 'system' or 'fitting'.
- 32.2 Subject to the following conditions:
 - (a) If applicable obtain prior consent from the Local Government Authority.
 - (b) The owner at his/her expense rectify and make good any damage to the common property caused by or in the course of the installation of the system or fitting.
 - (c) The owner/s shall be responsible for the proper maintenance of the system or fitting and of keeping it/them in a state of good and serviceable repair.
 - (d) The maintenance and repair of the system or fitting can only be carried out: by a properly qualified and licensed tradesperson.
 - (e) The owner shall indemnify the owners corporation and keep it free from any claim or actions relating to the systems or fitting, its/their maintenance, repair or replacement.
 - (f) The Owners Corporation will maintain the common property in accordance with Section 62 of the Strata Schemes Management Act 1996.

33 Installation of ceiling insulation

Introduction, Definitions and Interpretation

- 33.1 The insulation of homes has become increasingly popular because of the energy savings and availability of financial assistance from Government.
- 33.2 This by-law regulates the installation of insulation in the ceiling cavity above individual lots and the ongoing maintenance and responsibility for the insulation following such work.
- 33.3 In this by-law:
 - (a) "Insulation" means any insulating material placed in the common property air space between the ceiling of a lot and the roof and includes bulk insulation (such as "rockwool", "natural wool", "glasswool"), reflective insulation (such as 'foil sheets', 'silver batts') and composite insulation (such as 'foil faced boards', 'batts with foil backing').

- (b) Words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

Terms

- 33.4 An owner of a lot must not install insulation to serve his or her lot; or allow insulation to be installed or kept; except in compliance with the following terms and conditions.

Terms and Conditions: Prior to Installation

- 33.5 Prior to installing any insulation the owner must:
- (a) Provide the owners corporation (through its strata committee or strata managing agent) not less than thirty (30) days written notice of the intended installation. The Notice is to provide details of the proposed installation including the nature of the insulation to be installed, the quantity/volume of material, the method of installation, if required the manner in which fire separations between the roof space, other lots and common property are to be addressed and details of how any pipes, wires or cables are going to be lagged or otherwise treated.
 - (b) Obtain the written approval of the owners corporation to the installation. For this purpose, the owner must if requested in writing by the owners corporation provide additional information concerning the proposed installation to the owners corporation.

Terms and Conditions: Installation

- 33.6 In installing insulation an owner must:
- (a) Comply with all conditions of approval of the owners corporation.
 - (b) Comply with the manufacturer's specifications.
 - (c) Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes, the Home Building Act and other applicable statutes.
 - (d) Not diminish fire separations between the relevant roof space, and lot and other areas of common property.
 - (e) Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the scheme shall not be obstructed by building materials, refuse or contractors vehicles. The relevant portion of the common property is to be kept in a clean and tidy state while the works are being carried out.
- 33.7 In performance of the installation the owner must maintain the integrity of fire safety of the building. Any penetration of a fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian standards. If necessary pipes, wires and cables running through the roof space are to be lagged or otherwise treated as required under the BCA and any other applicable code.

Terms and Conditions: Keeping and Removing Insulation

- 33.8 The owner of a lot who has insulation installed must if requested by the owners corporation, acting reasonably, remove all or so much of the insulation as is required to permit the owners corporation to discharge its statutory functions of maintenance and repair of the common property. Any such removal and reinstallation shall be at the owners' expense.
- 33.9 The owner of a lot must remove insulation serving that lot if its presence places the owners corporation in breach of its obligations under the Environmental Planning and Assessment Act 1979, the Occupational Health and Safety requirements or the requirements of WorkCover, other relevant statutory authority or any law.
- 33.10 For the purpose of this by-law any insulation shall remain the property of the owner of the lot served by it whether or not the owner of that lot installs it.

- 33.11 The owner at his or her own cost must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of any insulation.
- 33.12 The owner of a lot indemnifies the owners corporation and the owners and occupiers of other lots against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of insulation or would not have been incurred if the insulation had not been installed.
- 33.13 The owner must maintain insulation installed to serve his or her lot and replace it whenever required.
- 33.14 The owner may remove insulation but must do so at his or her own expense.
- 33.15 If an owner fails to carry out his or her obligations under this by-law after being requested in writing to do so, the owners corporation will be entitled pursuant to the provisions of section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.

34 Compliance with planning and other requirements

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

35 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

36 Compliance with law

Owners and occupiers of lots must comply with any applicable law with respect to the strata scheme.

37 Cosmetic works and minor renovations

37.1 Cosmetic work

An owner of a lot who undertakes, or proposes to undertake Building Works that are "cosmetic work" within the meaning of section 109 of the Management Act:

- (a) must, prior to undertaking those Building Works, provide written notice to the owners corporation, including the following:
 - (i) details of the works, including copies of any documents describing the work;
 - (ii) duration and times of the works;
 - (iii) details of the persons carrying out the works, including qualifications to carry out the works; and
 - (iv) arrangements to manage any resulting rubbish or debris; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

37.2 Minor renovations

An owner of a lot who undertakes, or proposes to undertake, Building Works that are "minor renovations" within the meaning of section 110 of the Management Act:

- (a) must comply with their obligations under that section; and
- (b) must comply, and those Building Works must comply, with the Building Works Conditions.

37.3 Delegation of functions

Within the meaning of section 110(6)(b) of the Management Act the owners corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.

37.4 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

37.5 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Building Works Conditions has the meaning given to it in by-law 40; and **Building Works** has the meaning given to it in by-law 40.

38 Approval of work

38.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

38.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

38.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

38.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and

- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

38.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

38.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

38.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

38.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

38.9 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.

38.10 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

38.11 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

38.12 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Authorised Lot means each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

Building Works Conditions has the meaning given to it in by-law 40;

Building Works has the meaning given to it in by-law 40; **Exclusive**

Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises; andincludes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution; **Permitted Work** means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner; and **Scope of Works** means the Scope of Works in Annexure B.

39 Methods and procedures

39.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

39.2 **Bond**

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

39.3 **Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

39.4 **Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

39.5 **Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

39.6 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 39.6 a reference to property includes the common property or personal property vested in the owners corporation.

39.7 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 39.6 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein; (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

39.8 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work; then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

39.9 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

40 Definitions and interpretation

40.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with the by-laws of the strata scheme;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

40.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

40.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

40.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally; **Authority** means:
 - (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
 - (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
 - (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
 - (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises; and

includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015; **occupier** means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;
owner means:
 - (a) the owner of a lot, but only in relation to the lot owned by that owner;
 - (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
 - (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner; **Scope of Works** means the Scope of Works in Annexure B; **strata plan** means strata plan number 20989; and **strata scheme** means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to the Owner and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

You means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

Your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this bylaw:

(a) Flooring Works

The alteration of, replacement of or addition of floor coverings or floor surfaces in the Authorised Lot, provided that those works:

- (i) otherwise comply with any requirements of the by-laws applying to them, including without limitation in respect of noise; and
- (ii) in any case, transmits no more noise than Noise Transmission Limit.

(b) Wall Removal

The removal or partial removal of non-load bearing walls that are internal to the Authorised Lot and are not walls referred to in sub-section 6(1)(a)(i) of the Development Act, provided that:

- (i) the structure of the associated floor and ceiling is not altered or affected; and
- (ii) for clarity, compliance with any other provisions of this by-law is in any event required.

Note. The walls referred to in sub-section 6(1)(a)(i) of the Development Act are walls whose base corresponds substantially to a line on the floor plan of the strata plan that defines the base of certain vertical boundaries in the strata scheme.

Note. The other provisions of this by-law may prohibit the Permitted Works adversely affecting the structure or support of the property, or require engineer's approvals and certifications to be obtained and provided.

(c) Bathroom Renovations

The renovation of any bathroom of the Authorised Lot including:

- (i) replacement of or installation of new tiles, floor and wall surfaces, mirrors, toilets, vanities, baths, shower screens, cabinets, light fittings and other bathroom fixtures and fittings;
- (ii) painting or refinishing of surfaces;
- (iii) electrical wiring work (including terminating wiring, installing switches and other related work); and
- (iv) plumbing and drainage work within the airspace of the Authorised Lot.

(d) Kitchen Renovations

The renovation of any kitchen of the Authorised Lot including:

- (i) replacement of or installation of new tiles, floor and wall surfaces, cabinetry, sinks, bench tops, light fittings and other kitchen fixtures and fittings;
- (ii) painting or refinishing of surfaces;
- (iii) replacement of or installation of new appliances;
- (iv) electrical wiring work (including terminating wiring, installing switches and other related work); and

- (v) plumbing and drainage work (including gas plumbing).

(e) **Air-Conditioning Work**

The installation of Air-Conditioning Equipment on or in the common property for the use or benefit of the Authorised Lot, provided that:

- (i) the works and their installation comply with, without limitation, Australian and New Zealand Standard AS / NZS 3823 and the Service and Installation Rules of New South Wales, the electricity industry standard of best practice for customer connection services and installations, published from time to time by the State of New South Wales, presently through the Division of Resources and Energy, Trade and Investment; and
- (ii) any condensate run-off must be plumbed to the nearest available waste water outlet and in any event only into existing drainage unless otherwise authorised by the owners corporation in writing.

1.2 Existing Works

Any works existing as at the date of the making of this by-law of the same type or kind as described in clause 1.1 of this Scope of Works are Permitted Work, provided that:

- (a) Despite any other provision of this by-law, the Authorised Owner in respect of those existing works is not required to upgrade, modify or reconstruct those existing works in order to comply with any requirement of this by-law applying to their method or manner of construction;
- (b) However, the preceding clause 1.1 does not apply:
 - (i) to the extent that those existing works are subsequently upgraded, renewed or replaced (not including minor repairs or maintenance) and in that event such upgrade, renewal or replacement works must be done as if they were new Permitted Works within the meaning of this by-law; and
 - (ii) to the extent that, in respect of those existing works, a non-compliance with any requirement of this by-law that would (but for the preceding clause 1.1) apply to their method or manner of construction is likely to cause or result (or in fact causes or results) in:
 - (A) a nuisance or hazard to the owner or occupier of another lot or any person lawfully using the common property;
 - (B) an interference with the peaceful enjoyment of an owner or occupier of another lot;
 - (C) an interference with any support or shelter provided by the property to any lot or the common property;
 - (D) an interference with the passage of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil and other services (including telephone, radio and television services) through or by means of any pipes, wires, cables or ducts for the time being at the property;
 - (E) the property ceasing to comply with the terms of any Approval or, to the extent that they apply to the property, the Building Code of Australia or the National Construction Code;
 - (F) an order being made by an Authority in connection with the property;
 - (G) the owners corporation or the property ceasing to comply with any requirement imposed by an insurer of the owners corporation; or

(H) an increase in the insurance premiums payable by the owners corporation in respect of the common property.

(c) If clause 1.2(b)(ii) above applies, the Authorised Owner in respect of those existing works must bring those works into compliance with the requirements of this by-law within a reasonable time after the making of this by-law (and, if the owners corporation serves a notice on the Authorised Owner requesting such compliance, in any event within 28 days of that notice being served).

1.3 Definitions

In this Scope of Works, unless the context otherwise requires:

Air-Conditioning Equipment means any air-conditioning plant, equipment, and appliances and any cables, wires, pipes, ducts or conduits and the like required to service or operate that plant, equipment or those appliances; **Excluded Work** means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
 - (i) the mere removal of a non-load bearing wall in accordance with this bylaw; and
 - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation; **General Specifications** means:
 - (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
 - (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
 - (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same; and

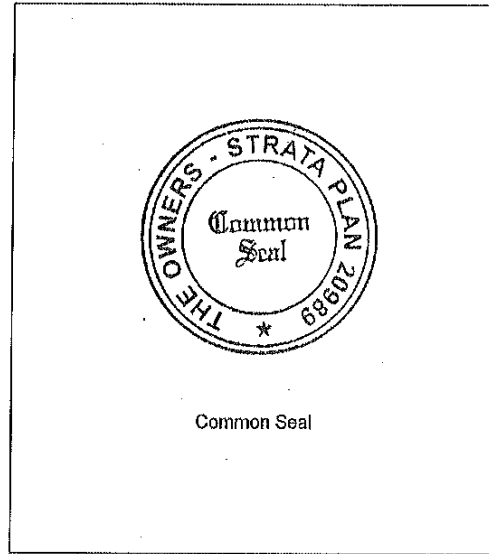
Noise Transmission Limit means the maximum amount of noise transmissible (by structure or air) from one apartment dwelling to another under the Building Code of Australia as it applies to newly constructed apartment dwellings from time to time.

Execution

THE COMMON SEAL of The Owners—Strata Plan No 20989 was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
<i>Lola D Cormie</i>
Full name of Authorised Person
Lola Dawn Cormie
Capacity of Authorised Person
Secretary
Address of signatory
217/15 Lorraine Ave, Berkeley Vale 2261

Signature of Authorised Person
<i>J Will</i>
Full name of Authorised Person
James Sidney Howe Wills
Capacity of Authorised Person
Treasurer
Address of signatory
123/15 Lorraine Ave, Berkeley Vale 2261



Common Seal

10 NOVEMBER 2022
Date of affixing of the Seal

Approved Form 23

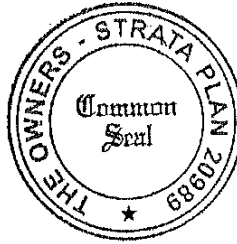
Attestation

The seal of The Owners - Strata Plan No 20989 was affixed on ^ 10 November 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: *Lola Dawn Cormie* Name: Lola Dawn Cormie Authority: Secretary

Signature: *James Sidney Howe Wills* Name: James Sidney Howe Wills Authority: Treasurer

^ Insert appropriate date





Wilkinson Throsby & Edwards
52 Wingecarribee St
BOWRAL NSW 2576

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid: \$67.00
Receipt No: 19247849
Receipt Date: 29 August 2023
Property Address: Berkeley Village, 39/15 Lorraine Avenue, BERKELEY
VALE NSW 2261
Property Description: Lot 23 SP 21689
Property Owner: Ms J T Fava
Certificate No: 65895
Reference No:
Date of Issue: 31-Aug-2023

The information contained within this certificate relates to the land.



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259

Gosford Office: 91-99 Mann Street, Gosford

P 02 4306 7900 | **E** ask@centralcoast.nsw.gov.au | **W** centralcoast.nsw.gov.au | ABN 73 149 644 003

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979**

1	NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS
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(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans 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

Proposed Standard Instrument (Local Environmental Plans) Order 2006
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Proposed State Environmental Planning Policy (Housing) 2021
Proposed State Environmental Planning Policy (Planning Systems) 2021

2	ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS
----------	--

(a) Identity of the Zone

Lot 23 SP 21689
R1 General Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

- (i) development that may be carried out within the zone without the need for development consent,
- (ii) development which may not be carried out within the zone except with development consent and
- (iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

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

No

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

No

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

None

3	CONTRIBUTION PLANS
----------	---------------------------

The land is subject to Southern Lakes District Development Contributions Plan.

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

This land is subject to Shire wide Infrastructure, Services and Facilities Development Contributions Plan.

4	COMPLYING DEVELOPMENT
----------	------------------------------

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under the *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) and 1.19.

HOUSING CODE

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5	EXEMPT DEVELOPMENT
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Whether or not 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.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)
----------	--

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

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*

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.

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT
----------	---

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9	FLOOD RELATED DEVELOPMENT CONTROLS
----------	---

(1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

(2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is**

affected because:

The land is classed as being Acid Sulfate Soil Class 4

The information currently available to Council indicates that **some** of the land is bush fire prone land (as defined in the Act).

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.

11	BUSH FIRE PRONE LAND
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The information currently available to Council indicates that **some** of the land is bush fire prone land (as defined in the Act).

12	LOOSE-FILL ASBESTOS INSULATION
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This land does not include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13	MINE SUBSIDENCE
-----------	------------------------

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14	PAPER SUBDIVISION INFORMATION
-----------	--------------------------------------

- (1) The name of any development plan adopted by a relevant authority that:
 - (a) applies to this land or
 - (b) that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to this land.

Not applicable

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

15	PROPERTY VEGETATION PLANS
-----------	----------------------------------

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16	BIODIVERSITY STEWARDSHIP SITES
-----------	---------------------------------------

Council **has not** been notified by the Director-General of the Department of Planning and Environment 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 the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

17	BIODIVERSITY CERTIFIED LAND
-----------	------------------------------------

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

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

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

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

existing coastal protection works has the same meaning as in the *Local Government Act*

1993, section 553B.

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20	WESTERN SYDNEY AEROTROPOLIS
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING
-----------	---

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

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

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

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

- (a) 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,
No
- (b) 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,
No
- (c) 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,
No
- (d) 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,
No
- (e) 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.
No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.


Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R1 General Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003
31 August 2023

Wilkinson Throsby & Edwards
52 Wingecarribee St
BOWRAL NSW 2576

Dear Sir/Madam

Property: Lot 23 SP 21689
Berkeley Village, 39/15 Lorraine Avenue, BERKELEY VALE NSW
2261

Your Reference:

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

The above property is part of original SP 20989.

If you have any further enquiries regarding this diagram, please contact Customer Contact on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "MW", with a horizontal line extending to the right.

M Walsh
Signed on Behalf of Central Coast Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900

Gosford Office: 91-99 Mann Street, Gosford – **P:** 02 4306 7900

E: ask@centralcoast.nsw.gov.au | **W:** www.centralcoast.nsw.gov.au | ABN 73 149 644 003



ABN 73 149 644 003

Your Ref:

31 August 2023

Wilkinson Throsby & Edwards
52 Wingecarribee St
BOWRAL NSW 2576

Dear Sir/Madam

**Berkeley Village, 39/15 Lorraine Avenue, BERKELEY VALE NSW 2261
Lot 23 SP 21689**

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jenny Downing".

Jenny Downing
Signed on Behalf of Central Coast Council

Attachment:

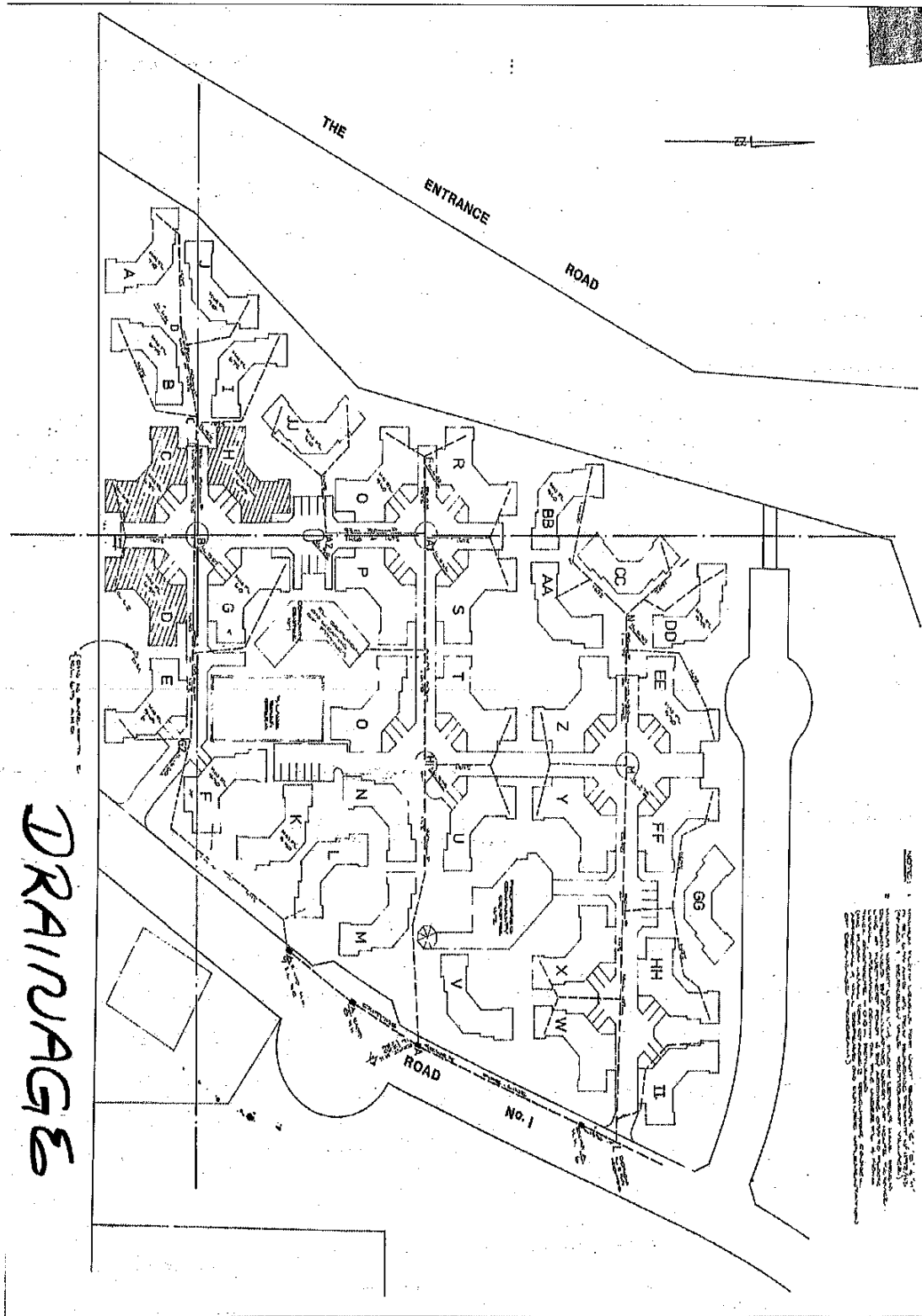


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E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003

Berkeley Village, 39/15 Lorraine Avenue, BERKELEY VALE NSW 2261
Lot 23 SP 21689



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:

<p>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</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
---	--

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> ;

- requisition* an objection, question or requisition (but the term does not include a claim);
- rescind* rescind this contract from the beginning;
- serve* serve in writing on the other *party*;
- settlement cheque* an unendorsed *cheque* made payable to the person to be paid and –
- issued by a *bank* and drawn on itself; or
 - if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
- solicitor* in relation to a *party*, the *party's* *solicitor* or licensed conveyancer named in this contract or in a notice *served* by the *party*;
- TA Act* Taxation Administration Act 1953;
- terminate* terminate this contract for breach;
- title data* the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
- variation* a variation made under s14-235 of Schedule 1 to the *TA Act*;
- within* in relation to a period, at any time before or during the period; and
- work order* a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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 *-serving* 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 *-serving* 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

39/15 Lorraine Avenue, Berkeley Vale 2261