

Contract for the Sale and Purchase of Land 2019 Edition

TERM	MEANING OF TERM	eCOS ID:	NSW DAN:
Vendor's Agent	Upstate Chris Aldren Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW 2099		Phone 02 9971 9000 Fax Mobile 0403 567 142 Email chris.a@upstate.com.au
Co-Agent Vendor	David John Michael Browne and Lauren Jaclyn Bartlett 12/3 Dalley Street QUEENSCLIFF NSW 2096		
Vendor's Conveyancer	Aldren Conveyancing Services – Sara Aldren PO Box 468 DEE WHY NSW 2099	11 High Street DEE WHY NSW 2099	Phone 02 9984 8840 Fax 02 9984 8850 Email sara@aldrenconveyancing.com.au
Date for Completion	12 weeks after the Contract Date (Clause 15) - Subject to Special Condition 46.5 (Earlier Completion)		
Land Address	12/3 Dalley Street, Queenscliff NSW 2096		
Plan Details	Lot 12 in Strata Plan 3348		
Title Reference	12/SP3348		
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
Attached Copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered <input type="checkbox"/> other document		

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"/> blinds	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove	<input type="checkbox"/> curtains
	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> ceiling fans
	<input type="checkbox"/> clothes line	<input type="checkbox"/> pool equipment	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna	<input type="checkbox"/> garden shed
	<input checked="" type="checkbox"/> other: air conditioner, ceiling fans, TV bracket				

Exclusions					
Purchaser's Representative			Phone		
			Fax		
			Email		
Price	\$				
Deposit	\$ _____			(10% of the price, unless otherwise stated)	
Balance	\$				
Contract Date					

Buyer's Agent

Vendor

Witness

GST AMOUNT (Optional)

The price includes

GST of: \$

Purchaser JOINT TENANTS tenants in common in unequal shares Witness

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

Nominated Electronic Lodgement Network (ELO) (clause 30)

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes yes to an extent

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

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

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

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

(residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's Name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

Robinson Strata Management
 Suite 2/16 Rodborough Road
 FRENCHS FOREST NSW 2086

Phone: 02 9907 5000

Fax:

Email:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Special Conditions

These are the Special Conditions to the Contract for the Sale and Purchase of Land for 12/3 Dalley Street, Queenscliff NSW 2096.

32. Definitions and Interpretation

32.1. Definitions

In this Contract:

- (a) *"Take Prohibited Action"* means make a requisition, an objection, a claim or delay completion or rescind or terminate or attempt to do any of these things;
- (b) *"Tax Act"* means the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953, as applicable; and
- (c) Headings are for ease of reference only and do not affect interpretation.

32.2. Interpretation

Unless the context indicates a contrary intention:

- (a) "Person" or "party" includes an individual, the estate of an individual, a corporation, an authority, an association or an incorporated or unincorporated joint venture, a partnership and a trust;
- (b) A reference to a statute includes its regulations and a reference to a provision of a statute or regulations includes their consolidations, amendments, re-enactments and replacements;
- (c) A word importing the singular includes the plural and vice versa and a word indicating a gender includes every other gender;
- (d) A reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, scheduled, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) These Special Conditions shall apply if there is any inconsistency between these conditions and the printed Standard Conditions (Pages 2 to 20 inclusive) or any annexure thereto;
- (f) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "Includes" in any form is not a word of limitation; and
- (h) A reference to "\$" or "dollar" is to Australian currency.

33. Variations to the Standard Conditions (pages 4 to 19)

33.1. Variations

The following Standard Conditions (prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales) in the printed form (pages 4 to 19) of the Contract shall be amended as follows:

- (a) Standard Condition 1 – Add the words "or a general question about the property or title" after the word "claim" in the definition "requisition";
- (b) Standard Condition 1 – Add the words "from any competent authority or adjoining owner" after the word "road" in the definition "work order";
- (c) Standard Condition 2.9 – Delete the words "if each party tells the deposit holder that the deposit is to be invested" and replace with "each party is to provide the deposit holder with their tax file number at the time the deposit is being invested";
- (d) Standard Condition 7.1.1 – Deletion of "5%" and insertion of "1%" in its place;
- (e) Standard Condition 7.2.1 – Deletion of "10%" and insertion of "1%" in its place;
- (f) Standard Condition 8.1 – Deletion of the words "on reasonable grounds";
- (g) Standard Condition 9.1 – Replace with "keep or recover the deposit (including, despite any other provision in this Contract, all interest earned on it)";
- (h) Standard Condition 10.1 – Replace the first line with "The purchaser cannot *Take Prohibited Action* in respect of";
- (i) Standard Condition 10.1.8 – Replace the word "substance" with "existence";
- (j) Standard Condition 10.1.9 – Replace the word "substance" with "existence";
- (k) Standard Condition 14.4.2 – Replaced in its entirety with the following:
The amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year current at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted does not exceed the amount of land tax that is actually paid or payable for the year);
- (l) Standard Condition 14.8 – Add the words "by any competent authority" after the word "started";
- (m) Standard Condition 15 – Add the words "5:00pm on" after the word "by";
- (n) Standard Condition 16.7 – Deletion of the words "cash (up to \$2,000.00) or";
- (o) Standard Condition 23.13 – Deletion of the words "at least 7 days before the date for completion";
- (p) Standard Condition 23.14 – Deletion of the first sentence in its entirety; and
- (q) Standard Condition 24.3 – Deletion in its entirety.

34. Alterations and Additions to the Contract

34.1 Authorisation for Alterations and Additions to the Contract

Each party hereto authorises its Conveyancer/Solicitor (or any employee of that Conveyancer/Solicitor) to make alterations to this Contract, including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure added shall form part of this Contract as if the same had been annexed at the time of execution.

34.2. Electronic and Digital Signing

The parties acknowledge and agree that:

- (a) The Contract may be electronically or digitally signed;
- (b) The delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- (c) For the avoidance of doubt, witnessing of a party's signature is preferred by not required;
- (d) They will be bound by the Contract which has been electronically/digital signed; and
- (e) The original signed Contract is to be made available to the Other Side within 14 days from the date of the Contract where an electronic or digital signature is represented.

35. Entire Agreement and Warranties

35.1. Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Contract represents the entire agreement between the parties and supersedes any prior discussion or written or other agreement of the parties.

35.2. No Warranty by Vendor

Without limiting Special Condition 35.1, the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract is accurate or complete and any warranties by or on behalf of the Vendor, express or implied are hereby negated.

35.3. Warranty by Purchaser

The Purchaser represents and warrants that in entering this Contract they:

- (a) Have not relied on any brochure, advertisement or other document referred to in Special Condition 35.2
- (b) Have not been induced to enter into this Contract by any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the Vendor in respect of the property or anything relation to, or which could have an effect upon the property;
- (c) Have relied entirely on their own enquiries, searches and inspections of the property;
- (d) Are satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
- (e) Are satisfied as to the need for and the existence or validity of any development or other approval for the property;
- (f) Accept the property in its present condition with its existing defect latent and patent; and
- (g) Are not permitted to *Take Prohibited Action* regarding any of the foregoing.

36. No Representation

36.1. Purchaser's Acknowledgement

The Purchaser acknowledges that no warranty or representation has been made to them or anyone on the Purchaser's behalf as to the suitability of any improvements for any use or purpose of the suitability of the property for any development

37. Attachment of Documents

37.1. Attachment as Agent

The Purchaser acknowledges that if before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or the Vendor's Conveyancer by or on behalf of the Purchaser or the Purchaser's Conveyancing/Solicitor, the person attaching those documents or copies of documents did so as the Agent of the Vendor.

37.2. No Warranty

Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

38. Service of Documents

Notwithstanding the provisions contained in Standard Condition 20.6.5 hereof a document under or relating to this Contract shall be sufficiently served for the purpose of this Contract if the document is sent by facsimile transmission or email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed, except where:

- (a) The time of dispatch is not before 5:00pm (Australian Eastern Standard Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; and
- (b) The Sender's machine indicates a malfunction in transmission or the Recipient immediately notifies the Sender of an incomplete transmission in which case the facsimile transmission or email transmission shall be deemed not to have been given or made.

39. Conditions of Sale by Auction

39.1. Sold by Auction

If the property is or is intended to be sold by auction Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.

39.2. Conditions

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a) The Principal's reserve price must be given in writing to the Auctioneer before the auction commences;
- (b) A bid for the Seller cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Seller;
- (c) The highest Bidder is the Purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the Auctioneer is the sole Arbitrator and the Auctioneer's decision is final;
- (e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Seller;
- (f) A Bidder is taken to be a Principal unless, before bidding, the Bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer; and
- (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

39.3. Bids

The following conditions, in addition to those prescribed by Special Condition 39.1. are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All Bidders must be registered in the Bidders Record and display an identifying number when making a bid;
- (b) One bid only may be made by or on behalf of the Seller. This includes a bid made by the Auctioneer on behalf of the Seller; and
- (c) When making a bid on behalf of the Seller or accepting a bid made by or on behalf of the Seller, the Auctioneer must clearly state that the bid was made by or on behalf of the Seller or Auctioneer.

40. Property Sold in its Present Condition

40.1. Condition and State of Repair

Without excluding, modifying or restricting the Purchaser's rights under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Purchaser:

- (a) Acknowledges having inspected the property and that they are purchasing the property in its present condition and state of repair, including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets and subject to any defects (whether latent or patent) and any infestations and dilapidations.
- (b) The Purchaser cannot *Take Prohibited Action* because:
 - (i) Of the condition or state of repair of the property or the common property;
 - (ii) Any water or sewerage main or any underground or surface stormwater pipe or drain passes through or, over or under the property or the common property;
 - (iii) Any sewer, manhole or vent is on the property or the common property;
 - (iv) The downpipes on the property are connected with the sewer or the common property; or
 - (v) The property may or may not comply with the Swimming Pools Act or any other applicable legislation in respect of any swimming pool and or spa forming part of the property.

40.2. Purchaser's Consent

The Purchaser acknowledges and warrants that it has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents.

41. Vendor's Agent

41.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or property by any Real Estate Agent (or any employee of any Real Estate Agent or any person having any connection with a Real Estate Agent who may be entitled to claim commission) other than the Vendor's Agent named on the Front Page of the Contract, nor was any other Agent the effective cause of the sale herein provided for.

41.2. Purchaser's Indemnity

In the event that the Purchaser is in breach of such warranty, the Purchaser agrees to indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any Real Estate Agent or other person arising out of or in connection with the Purchaser's breach of this warranty and it is hereby agreed and declared that this Special Condition shall not merge in the transfer upon completion or be extinguished by completion of this Contract and shall continue in full force, and effect, notwithstanding completion.

41.3. Disclosure of Marital Relationship

Pursuant to Section 47 of the Property Stock and Business Agents Act and Schedule 3 of the Conveyancers Licensing Regulation 2006, the parties to the transaction are fully aware of and acknowledge the marital relationship between the Vendor's Agent and the Vendor's Conveyancer named on the Front Page of the Contract and the Purchaser is not permitted to *Take Prohibited Action* in respect thereto.

42. Foreign Person or Corporation

42.1. Foreign Person or Corporation

The Purchaser warrants to the Vendor that if it is a "Foreign Person" or "Foreign Corporation" as defined in the Foreign Acquisition and Takeover Act 1975 that they have obtained consent from the Foreign Investment Review Board in accordance with the provisions of the Foreign Acquisition and Takeover Act 1975 to its Purchaser of the property. Upon demand, the Purchaser will produce to the Vendor such evidence as is required by the Vendor in satisfaction of this authority.

42.2. Purchaser's Indemnity

The Purchaser hereby indemnifies the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

43. Death, Bankruptcy or Incapacity

43.1. Death, Bankruptcy or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or, if more than one, any of them) prior to completion die, become mentally ill (as defined in the Mental Health Act), become insolvent or appoint or suffer the appointment of a Trustee in Bankruptcy, Receiver, Receiver/Manager, voluntary Administrator or Liquidator, then the Vendor may rescind this Contract by notice in writing forwarded to the other party and there upon this Contract shall be at an end and the provisions of Standard Condition 19 hereof shall apply.

44. Deposit

44.1. Investment of the Deposit

The deposit payable on exchange of Contracts shall be paid to the Vendor's Agent (the "Stakeholder") who shall invest such monies (at their own discretion) in a Bank or Permanent Building Society Account in the names of the Stakeholder on trust for the Vendor and Purchaser with interest accruing on the investment.

44.2. Interest

Despite Standard Condition 2.9, all interest payable on the deposit will be payable as follows:

- (a) If the deposit paid is 10% or greater, interest earned will be paid in accordance with Standard Condition 2.9;
- (b) If the deposit paid as agreed by the Vendor is less than 10%, the Purchaser agrees that all interest earned on the investment of the deposit will be payable to the Vendor. Accordingly, Standard Condition 2.9 is to be amended by deleting the words "parties equally" on the second last line and replacing with "Vendor";
- (c) If this Contract is duly terminated or rescinded, then the defaulting party shall forfeit its share of interest accrued; or
- (d) If this Contract is rescinded and Standard Condition 19 applies, then, notwithstanding which party has rescinded, all interest earned will be payable as to one-half to the Purchaser and one-half to the Vendor.

44.3. Cooling Off Provisions

If this Contract is subject to a Cooling Off period, then notwithstanding Standard Condition 2 hereof, the parties agree that the deposit is to be paid in the following manner:

- (a) As to 0.25% of the price on the making of the Contract; and
- (b) As to the balance before the expiration of the Cooling Off Period unless a notice is served in accordance to Section 66U of the Conveyancing Act 1919.

In this respect, time shall be deemed to be of the essence of this Contract.

44.4. Deposit Being Available on Completion

If the Vendor requires the deposit to be available on completion for the purchase of another property or to discharge the Vendor's liabilities under any Mortgage associated with the property, the Purchaser agrees to authorise the *Stakeholder* to have the deposit made available on settlement provided that the deposit is returned to the *Stakeholder's* Trust Account in the event that settlement is not effected as scheduled.

44.5. Payment of the Deposit by way of instalments

Upon written confirmation from the Vendor's Representative, the Vendor agrees to accept payment of the 10% deposit of the price by instalments as follows:

- (a) As to 5% of the price on the date hereof; and
- (b) As to the balance on the earlier of the two (2) dates being the date of completion or the date which the Vendor issues a notice of termination of Contract as a result of any breach of the terms and/or conditions of the Contract of Sale by the Purchasers. If the Purchaser fails to pay the sum referred to in this condition, the Vendor may, on demand, recover the balance of the deposit from the Purchaser as a debt.

This condition shall not merge on completion.

44.6. Release of the Deposit

Notwithstanding any other provision of this Contract, the Vendor and the Purchaser agree that the deposit paid under this Contract is to be released for use by the Vendor for:

- (a) The purchase of real estate in Australia; or for the payment of Stamp Duty in respect of such property; or
- (b) Payment of rental bond and/or rent on a property within Australia, as an ingoing contribution or administration bond for a retirement village or aged care facility within Australia

The parties agree that upon receipt of a request in writing from the Vendor or the Vendor's Conveyancer, the stakeholder in this Contract shall release the deposit or part thereof to the Vendor for the aforesaid purposes by way of:

- (a) Cheque in favour of the stakeholder named in the Contract for the property being purchased by the Vendor; or
- (b) Electronic funds transfer to the stakeholder names in the Contract for the property being purchased by the Vendor; or
- (c) Bank cheque in favour of NSW Revenue.

45. Requisitions on Title

- 45.1 Notwithstanding the provisions of Standard Condition 5, it would be preferred that the general form of Requisitions on Title in the form of Strata Title (Residential) Property Requisitions on Title (2013 edition by TressCox Lawyers) are used.

46. Settlement

46.1. Liquidated Damages

Without prejudice to the rights, powers and remedies otherwise available to the Vendor and despite any other provision of this Contract, if for any reason not attributable solely to the Vendor, completion does not take place at the scheduled time on the completion date or does not take place at the re-arranged time on that same day, then, the Purchaser must pay to the Vendor as liquidated damages and in addition to all other money payable under this Contract an amount calculated at the rate of 10% (per annum) on the balance of the purchase price calculated daily from and including the completion date (but excluding the actual day of settlement) which is to be paid on completion. The interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and the Vendor is not obliged to complete until such time that the interest has been paid.

46.2. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, the Vendor and Purchaser agree:

- (a) That in the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled after the hour of 4:00pm to serve a notice to complete for this Contract making such time for settlement time of the essence of this Contract;
- (b) A period of not less than fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect to the sale period; and
- (c) The Purchaser will pay to the Vendor on settlement an additional amount of \$200.00 plus GST as reimbursement of additional legal costs incurred by the Vendor for the preparation and issuing the notice to complete. Payment of this amount is an essential term of this Contract.

46.3. Error in Adjustments

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the Vendor and the Purchaser agree that, upon being so requested by the other party, make the correct calculation and pay such amount required to the party to whom it is payable. This clause shall not merge on completion.

46.4. Completion Date

It is agreed between the parties that completion shall not take place between 9:00am, 23 December and 5:00pm 11 January (the "holiday period") in any given year. Any notices served during this period is taken as being served on the following business day outside the holiday period.

46.5. Earlier Completion

Notwithstanding any other provision of this Contract and subject to Special Condition 46.4, the parties agree that completion shall take place earlier than the completion date noted on the Front Page of the Contract, providing the Vendor or Vendor's Conveyancer gives the Purchaser or the Purchaser's Representative not less than 14 days' written notice of their intention to complete at an earlier date.



FOLIO: 12/SP3348

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/5/2021	12:35 PM	7	21/6/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 12 IN STRATA PLAN 3348
AT QUEENSCLIFF
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

DAVID JOHN MICHAEL BROWNE
LAUREN JACLYN BARTLETT
AS JOINT TENANTS (T AP337878)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP3348
2 AP337879 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP3348

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/5/2021	12:33 PM	5	19/2/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 3348
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUEENSCLIFF
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP3348

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 3348
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- ROBINSON STRATA MANAGEMENT
PO BOX 280
FRESHWATER 2096

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 P258985 CHANGE OF BY-LAWS
- 4 AD64019 CHANGE OF BY-LAWS
- 5 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974
- 6 AG808619 CHANGE OF BY-LAWS
- 7 AI63618 CHANGE OF BY-LAWS
- 8 AI385691 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 12)

STRATA PLAN 3348

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP3348

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21947

PRINTED ON 4/5/2021

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

STRATA PLAN NO. 3348.

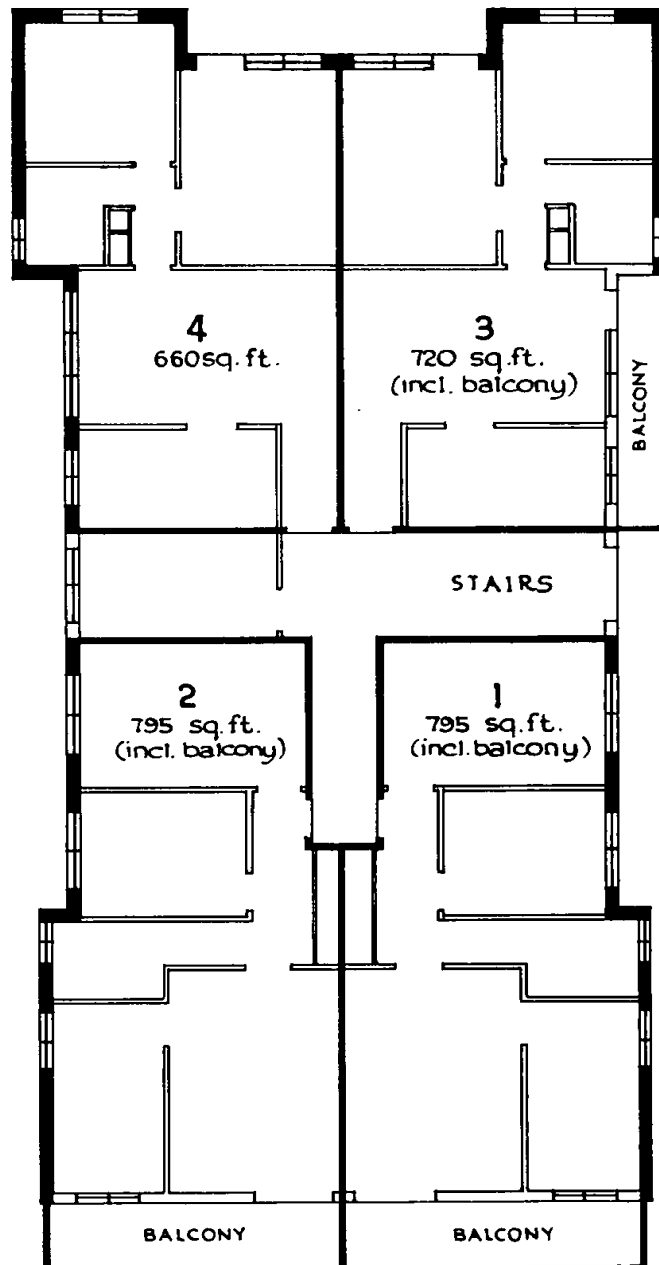
Schedule of Unit Entitlement		OFFICE USE ONLY
Lot No	Unit Entitlement	Current C's of T.
		Vol. Fol.
1	1	10829-160
2	1	10829-161
3	1	10829-162
4	1	10829-163
5	1	10829-164
6	1	10829-165
7	1	10829-166
8	1	10829-167
9	1	10829-168
10	1	10829-169
11	1	10829-170
12	1	10829-171
AGGREGATE	12	

 CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 3348		
FEET INCHES		METRES
3	-	2.44
3	4	2.54
3	6	2.59
18	-	5.485
60	-	18.29
60	0 1/2	18.3
153	9	46.865
155	1 3/4	47.595
SQ FT		SQ M
66		6.1
660		61.3
720		66.9
755		70.1
795		73.9


 Council Clerk

STRATA PLAN NO. 3348
GROUND FLOOR
Scale: 10 feet to an inch



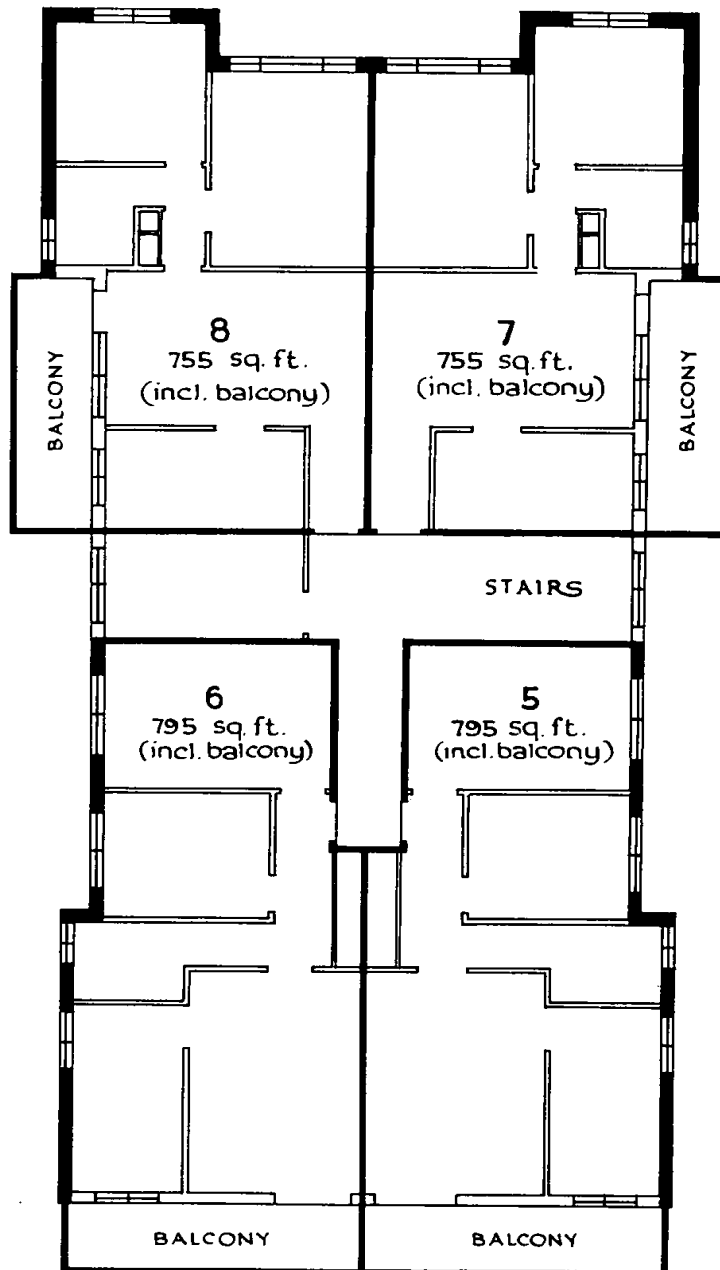
Note: The Stratum of a balcony extends upwards for a height of 8 feet above the floor level of that balcony


Council Clerk

STRATA PLAN NO. 3348

FIRST FLOOR

Scale: 10 feet to an inch

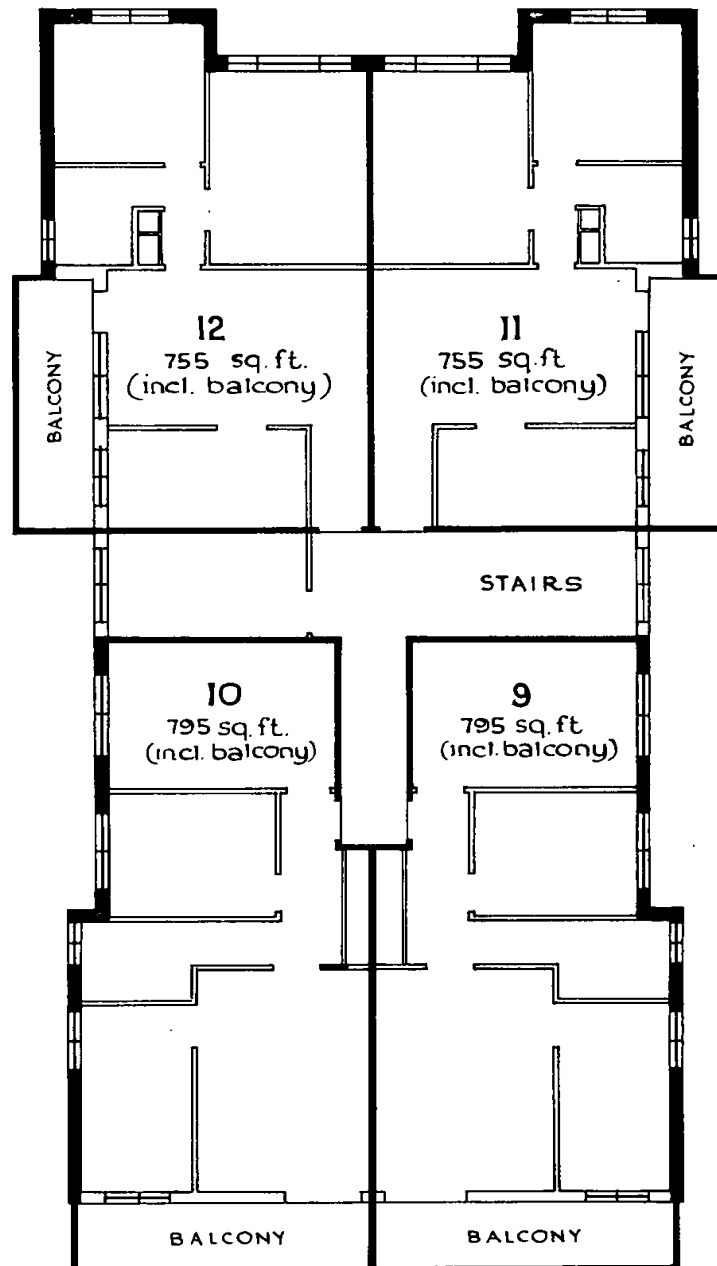


Note: The Stratum of a balcony extends upwards for a height of 8 feet above the floor level of that balcony


Council Clerk

STRATA PLAN NO. 3348.

SECOND FLOOR
Scale: 10 feet to an inch



Note: The Stratum of a balcony extends upwards for a height of 8 feet above the floor level of that balcony.


Council Clerk

[Schedule 2](#)

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note.

This by-law was previously by-law 12 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 13 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

2 Vehicles

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

Note.

This by-law was previously by-law 13 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 14 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

3 Obstruction of common property

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

Note.

This by-law was previously by-law 14 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 15 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note.

This by-law was previously by-law 15 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 16 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

5 Damage to common property

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

Note.

This by-law is subject to sections 109 and 110 of the [Strata Schemes Management Act 2015](#).

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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

Note.

This by-law was previously by-law 16 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 17 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

6 Behaviour of owners and occupiers

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

Note.

This by-law was previously by-law 17 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 18 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

7 Children playing on common property in building

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

Note.

This by-law was previously by-law 18 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 19 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

8 Behaviour of invitees

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

Note.

This by-law was previously by-law 19 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 20 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

9 Depositing rubbish and other material on common property

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

Note.

This by-law was previously by-law 20 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 21 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

10 Drying of laundry items

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

Note.

This by-law was previously by-law 21 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 22 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

11 Cleaning windows and doors

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

Note.

This by-law was previously by-law 22 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 23 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note.

This by-law was previously by-law 23 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 24 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

13 Moving furniture and other objects on or through common property

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

Note.

This by-law was previously by-law 24 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 25 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

14 Floor coverings

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

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

Note.

This by-law was previously by-law 25 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 26 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note.

This by-law was previously by-law 26 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 27 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

16 Keeping of animals

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

Note.

This by-law was previously by-law 27 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 28 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

17 Appearance of lot

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

Note.

This by-law was previously by-law 29 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 30 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

18 Notice board

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

Note.

This by-law was previously by-law 3 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 3 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

19 Change in use of lot to be notified

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

75 MAY 11 8 AM 11 32

P 258985

A --
① \$28.00 ①

Form 9

Regulation 30 (2)

Strata Titles Act, 1973

NOTIFICATION OF CHANGE OF BY-LAWS


In pursuance of the Strata Titles Act, 1973, the Proprietors--
Strata Plan No. 3348 hereby certify that by unanimous resolution
duly passed on the 24th February, 1975, it changed its By-Laws
as follows:-

"That the By-Laws in the First Schedule of the Strata
Titles Act, 1973, be amended by the addition of the
following By-Laws:-

28.(a) This By-Law shall not be added to amended or
repealed except with the unanimous consent
of the Registered Proprietors of all Lots in
Strata Plan No. 3348.

28.(b) The Proprietors of Lots 1, 2, 3, 4, 5, 6, 7,
8, 9, 10, 11, 12, shall respectively and in
that order be entitled to the exclusive use
of the garage or parking area respectively
shown on the plan annexed hereto as Garage
2, Garage 3, C.S. 5, C.S. 4, Garage 4, C.S.
6, C.S. 1, C.P.1, Garage 1, C.P. 2, C.S. 2,
C.S. 3 in that order.

The Common Seal of the Proprietors of
Strata Plan No. 3348 was hereunto
affixed on the 26th day of APRIL
1975, in the presence of N. J. HOLYNEUX
and E. H. NASH,
being the persons authorised by
Section 55 of the Strata Titles Act,
1973, to attest the affixing of the
Seal.

[Signature]
Secretary
of the Council.


*The common property for Strata Plan 3348
is comprised in Volume 8511 Folio 98
7-7-1975*



REGISTRAR GENERAL

B

[Vertical signature]

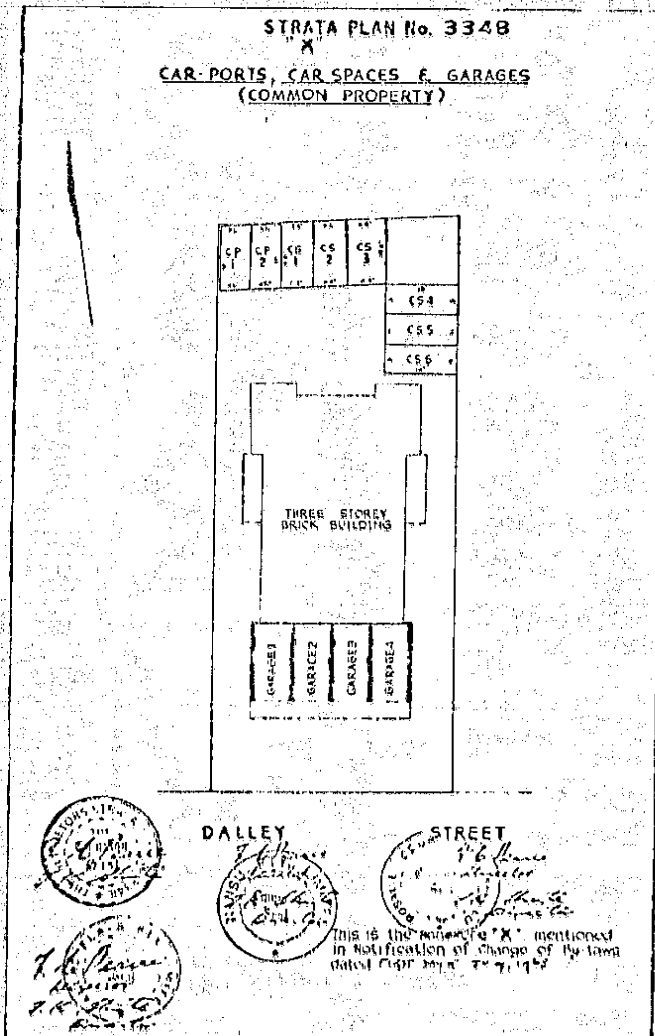
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for recording on Vol 8511 Fol 98

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3

3



This is the annexure referred to in the Notice of
Change of By-Laws of Strata Plan No. 3348.

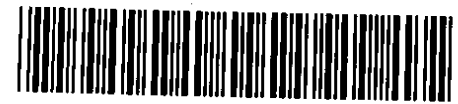
The Common Seal of Strata Plan No. 3348)
was hereunto affixed by authority and
in the presence of:

[Handwritten signature]
Member of
the Council

LODGE WITH DEALING

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

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



AD64019Q

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

(A) **TORRENS TITLE**

For the common property	
CP/SP3348	

(B) **LODGED BY**

Document Collection Box 165P	Name, Address or DX and Telephone	123095W	CODE CB
	David Le Page Solicitor DX 358 SYDNEY		
Reference: 3348:070010			

(C) The Owners-Strata Plan No. 3348 _____ certify that pursuant to a resolution passed on 15 March 2007 and in accordance with the provisions of S. No. 52 of the Strata Schemes Management Act 1996

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law Nos. 1 and 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

(See Annexure Hereto)

(F) The common seal of the Owners-Strata Plan No. 3348 was affixed on 2 APRIL 2007

Signature(s): *[Handwritten Signature]*
Name(s): MR A ROBINSON



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

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

Signature of authorised officer: _____
Name of authorised officer: _____ Position of authorised officer: of Council

STRATA SCHEME NO 3348
ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

SPECIAL BY-LAW 1 .

On the conditions set out in this by-law, the owner for the time being of lot 12 ("the owner") shall have a special privilege in respect of the common property to undertake, and thereafter to maintain, the following alterations and additions:

- (a) replacement of floor and wall tiles, and installation of a waterproofing membrane and associated flashings, in the bathroom of the lot;
- (b) upgrading of power supply for the lot ("power supply") from the main board of the building;
- (c) replacement of extractor fan and ducting serving the kitchen of the lot ("extractor fan and ducting");
- (d) installation of floating ceilings and additional lighting ("lighting") in the bedrooms, hallway and living room of the lot;
- (e) installation of timber flooring ("flooring") in the living room of the lot;
- (f) replacement of kitchen and living room windows with windows ("windows") to match the common area windows; and
- (g) replacement of door leading from the living room to the balcony of the lot with a door ("door") to match the common area windows.

For the purposes of this by-law:

- "power supply" includes all ancillary wiring and controls and any other ancillary fixtures and fittings; and
- "extractor fan and ducting", "lighting", "flooring", "windows" and "door" each include all ancillary fixtures and fittings.

The undertaking of alterations and additions is referred to in this by-law as "the works".

Conditions:-

The Works

1. Before starting installation of the flooring, the owner must obtain the consent in writing of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) to the specifications, technical data including acoustic performance, proposed location and manner of installation of the flooring.
2. Before starting the works, the owner must provide the Owners Corporation with:

THIS is page 2 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the*2nd* **day of** *APRIL* **2007 in the presence of**

Names: *Mr A Robinson*
Signatures: *[Signature]*



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;
 - (iv) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party;
 - (v) a certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing floor and walls are adequate to support the proposed works; and
 - (vi) a certification by a licensed electrical consultant in favour of the Owners Corporation (if requested by the Owners Corporation) that the upgrading of the power supply will not affect the supply of power to the common property or any other lot.
3. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
- (i) use best-quality and appropriate materials, in a proper and skilful manner;
 - (ii) comply with all conditions and requirements of the local Council;
 - (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;
 - (iv) comply with the terms of any approval given by the Owners Corporation under this by-law;
 - (v) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
 - (vi) ensure that the supply of power to the common property or any other lot is not disrupted;
 - (vii) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
 - (viii) comply with any reasonable requirement of the Owners Corporation concerning:

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THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the *2nd* day of *APRIL* 2007 in the presence of

Names: *Mr A Robinson*
Signatures: *[Signature]*

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris;
 - (ix) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
 - (x) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 3 months of their commencement.
4. The Owner must not make any changes to the plans and specifications for the works as approved or provided in accordance with this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

After the Works

5. Within one month after completion of the works, the owner must give the Owners Corporation:
- (i) a copy of the applicable compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979 ("compliance certificate");
 - (ii) certification by a licensed electrical contractor in favour of the Owners Corporation (if requested by the Owners Corporation) that the upgrading of the power supply has been carried out satisfactorily and will not cause disruption to, or otherwise affect the supply of power to the common property or any other lot;
 - (iii) plans identifying the location of any altered plumbing and electrical services, as installed;
 - (iv) if changes to the plans and specifications have been made, as-built drawings; and
 - (v) copies of all guarantees from the manufacturer or installer for new waterproofing membranes and associated flashings ("guarantees").
6. The owner must exercise the guarantees if requested by the Owners Corporation.
7. After installation of the flooring, noise generated within the lot, or resulting from impact upon or movement of the floor, must not be more audible outside the lot than it was before the works were done.

Repair & Maintenance

8. Subject to the terms of this by-law, any amendment of the by-laws from time to time and 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 of the common property and keeping the common property in a state of good and serviceable repair.

THIS is page 4 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 2nd day of APRIL 2007 in the presence of

Names: MR A ROBINSON
Signatures: [Signature]



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

9. The owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings, and any waterproofing membrane and associated flashings, installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.
10. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

Damage

11. The owner must repair promptly any damage caused or contributed to by:
 - (i) the works; or
 - (ii) the improvements installed in the course of the works; or
 - (iii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

12. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
 - (i) the works; or
 - (ii) the improvements installed in the course of the works; or
 - (iii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,including, without limitation, any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.

For the purposes 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.

Insurance

13. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
14. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions 2(iii) and (iv).

THIS is page 5 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 2nd day of APRIL 2007 in the presence of

Names: Mr A Robinson
Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- 15. The owner appoints the Owners Corporation its attorney for the purposes of conditions 13 and 14, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Notices

- 16. The owner at his own expense must comply with any order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works or the improvements installed in the course of the works.

Costs

- 17. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

SPECIAL BY-LAW 2 .

On the conditions set out in this by-law the owner for the time being of lot 12 ("the owner") shall have a special privilege in respect of the common property to install an air-conditioning unit ("unit") to serve his lot.

In this by-law, unit includes all ancillary wiring, ducting, piping, controls and any other ancillary fixtures and fittings.

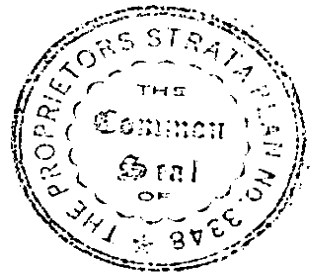
Conditions and Stipulations

- 1. Before starting the installation of the unit, the owner must:
 - i) obtain the written approval of the Owners Corporation (which approval may not be unreasonably withheld) to the proposed unit and its proposed position and method of installation; and
 - ii) obtain any requisite local Council approval and produce a copy of the Council's approval to the Owners Corporation.
- 2. In installing the unit the owner must:-
 - i) ensure that the unit is installed in a proper and skilful manner, and in compliance with the manufacturer's specifications, by a duly licensed contractor;
 - ii) complete the installation so as not to permit the ingress of water into the building; and
 - iii) not obstruct nor allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common property or any other lot.

THIS is page 6 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 2nd day of APRIL 2007 in the presence of

Names: MR A ROBINSON
Signatures: [Signature]



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

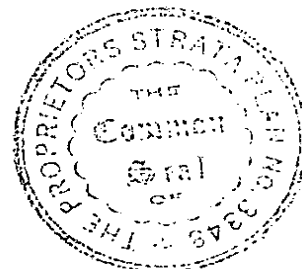
3. If the installation of the unit constitutes exempt development (when certain conditions are fulfilled) to which consent of the local Council is not required then the owner must give the Owners Corporation evidence of compliance with those conditions.
4. The owner must dispose of run-off from the unit in compliance with any requirements of the local Council, and so as not to cause nuisance to the owner or occupier of another lot, or the Owners Corporation.
5. The owner at his own expense must do whatever is necessary to remedy disturbance caused by the operation of the unit, by noise or vibration, of the owner or occupier of another lot in his peaceful enjoyment of his lot.
6. Subject to the terms of this by-law, any amendment of the by-laws from time to time and 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 of the common property and keeping the common property in a state of good and serviceable repair.
7. The owner must maintain the unit in a state of good and serviceable repair, and must remove it whenever necessary.
8. The owner may remove the unit and after doing so must restore the common property to its original position.
9. The owner must make good any disrepair of the common property or any other lot occurring as a result of the installation, use, maintenance, repair or removal of the unit.
10. The owner must indemnify the Owners Corporation against any liability or expense that it would not have incurred but for the installation, use, maintenance, repair or removal of the unit, including any liability under section 65(6) of the Strata Schemes Management Act 1996.
11. The owner must, at his own expense, comply with any requirement or order of the local Council or other statutory authority, Tribunal or Court concerning the unit.
12. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

THIS is page 7 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 20th day of APRIL 2007 in the presence of

Names: Mr A Robinson
Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



[Schedule 4](#)

Schedule 4 Transitional and savings provisions

Clause 3 – Former lots and former common property to be derived lots and derived common property

(Section 160)

- (1) Where immediately before the appointed day:
 - (a) a former lot had any boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having, subject to subclause (2), as its boundaries:
 - (i) instead of any boundary that was the centre of a floor, wall or ceiling, the upper surface of that floor, the inner surface of that wall or the under surface of that ceiling, as the case may be, and
 - (ii) except as provided by subparagraph (i), the same boundaries as that former lot, and
 - (b) a former lot had no boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having as its boundaries the same boundaries as that former lot.
- (2) A derived lot does not include any structural cubic space unless that structural cubic space was stipulated, in the relevant strata plan or strata plan of resubdivision, as forming part of the former lot to which that derived lot corresponds.
- (3) On the appointed day, former common property becomes, for the purposes of this Schedule, derived common property corresponding to that former common property but has as its boundaries:
 - (a) where any derived lot has any of its boundaries ascertained in accordance with subclause (1) (a) (i) or (b), boundaries adjusted reciprocally, and
 - (b) except as provided by paragraph (a), the same boundaries as that former common property.
- (4) A reference to a former lot made in any instrument executed before the appointed day (being an instrument relating to the sale or other disposition of an estate or interest in that former lot) shall, on and after that day, be construed as a reference to the derived lot which corresponds to that former lot.

Definitions

- (1) In this Schedule, except in so far as the context or subject-matter otherwise indicates or requires:

appointed day means the day appointed and notified under section 2.

former Act means the [Conveyancing \(Strata Titles\) Act 1961](#).

former common property means so much of a former parcel as, immediately before the appointed day, was not comprised in any former lot.

former lot means a lot under the former Act as it existed immediately before the appointed day.

former parcel means land which, immediately before the appointed day, comprised the former lots and the former common property the subject of a former strata scheme.

Form: 15CB
Release: 3.1
www.lpma.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act 1
Real Property Act 1900



AG808619V

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

(A) TORRENS TITLE	For the common property CP/SP 3348	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any ROBINSON STRATA MANAGEMENT PO BOX 280 FRESHWATER NSW 2096 Reference: SP 3348 <i>99075050</i>
	CODE CB	

- (C) The Owners-Strata Plan No. 3348 certify that pursuant to a resolution passed on 08 February 2012 and
- (D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special by Law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

BY-LAW 3 - ELECTRONIC DELIVERY OF DOCUMENTS

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.



- (F) The common seal of the Owners-Strata Plan No. 3348 was affixed on 10 February 2012 in the presence of—

Signature(s): *Austin Keith Robinson*
Name(s): Austin Keith Robinson

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

Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AI63618W

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

(A) TORRENS TITLE	For the common property CP/SP3348	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Le Page Lawyers, Solicitor Ph: 9264 0052 DX 358, SYDNEY
	1W	Reference: 3348:0130429
		CODE CB

- (C) The Owners-Strata Plan No. 3348 certify that pursuant to a resolution passed on 19 August 2013 and
 (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
 (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-Law No. 4
 Amended by-law No. Special By-Law No. 1
 as fully set out below:
 (See Annexure Hereto)



(F) The common seal of the Owners-Strata Plan No. 3348 was affixed on 9 SEPTEMBER 2013 in the presence of—

Signature(s):
Name(s): ROBERT FOTHERGILL

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



STRATA SCHEME NO 3348
ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

SPECIAL BY-LAW NO. 4

Special By-Law 1 is amended to read as follows:

"On the conditions set out in this by-law, the owner for the time being of lot 12 ("the owner") shall have a special privilege in respect of the common property to undertake, and thereafter to maintain, the following alterations and additions:

- (a) replacement of floor and wall tiles, and installation of a waterproofing membrane and associated flashings, in the bathroom of the lot;
- (b) upgrading of power supply for the lot ("power supply") from the main board of the building;
- (c) replacement of extractor fan and ducting serving the kitchen of the lot ("extractor fan and ducting");
- (d) installation of floating ceilings and additional lighting ("lighting") in the bedrooms, hallway and living room of the lot;
- (e) installation of timber flooring ("flooring") in the living room of the lot;
- (f) replacement of kitchen and living room windows with windows ("windows") to match the common area windows;
- (g) replacement of door leading from the living room to the balcony of the lot with a door ("door") to match the common area windows; and
- (h)
 - (i) removal of part of the internal wall between the kitchen and living room of the lot ("the internal wall"); and
 - (ii) installation of a supporting beam or lintel; and
 - (iii) replacement of struts within the common property roof space above the internal wall,

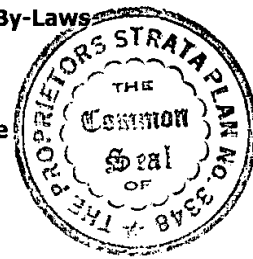
as detailed in the report and attachments SK1 – SK6 inclusive of Northern Beaches Consulting Engineers Pty Limited dated 19 April 2013, which form exhibits to the minutes of meeting at which this by-law was amended.

For the purposes of this by-law:

THIS is page 2 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 9 day of SEPTEMBER 2013 in the presence of

Names: ROBERT FOTHERGILL
Signatures: _____



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- "power supply" includes all ancillary wiring and controls and any other ancillary fixtures and fittings; and
- "extractor fan and ducting", "lighting", "flooring", "windows", "door", "wall", "beam", "lintel" and "struts" each include all ancillary fixtures and fittings.

The undertaking of alterations and additions is referred to in this by-law as "the works".

Conditions:-

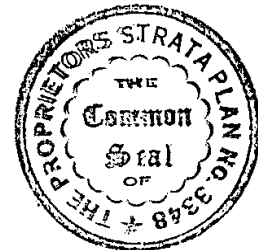
The Works

1. Before starting installation of the flooring, the owner must obtain the consent in writing of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) to the specifications, technical data including acoustic performance, proposed location and manner of installation of the flooring.
2. Before starting the works, the owner must provide the Owners Corporation with:
 - (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
 - (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;
 - (iv) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party;
 - (v) a certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing floor and walls are adequate to support the proposed works; and
 - (vi) a certification by a licensed electrical consultant in favour of the Owners Corporation (if requested by the Owners Corporation) that the upgrading of the power supply will not affect the supply of power to the common property or any other lot.
3. In undertaking the works, the owner must by himself, his agents, servants and contractors:-

THIS is page 3 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 9 day of SEPTEMBER 2013 in the presence of

Names: ROBERT FOTHERGILL
Signatures: _____



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (i) use best-quality and appropriate materials, in a proper and skilful manner;
- (ii) comply with all conditions and requirements of the local Council;
- (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;
- (iv) comply with the terms of any approval given by the Owners Corporation under this by-law;
- (v) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
- (vi) ensure that the supply of power to the common property or any other lot is not disrupted;
- (vii) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- (viii) comply with any reasonable requirement of the Owners Corporation concerning:
 - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris;
- (ix) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
- (x) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 3 months of their commencement.

4. The Owner must not make any changes to the plans and specifications for the works as approved or provided in accordance with this by-law without the prior written consent of the local Council (if required) and the Owners Corporation.

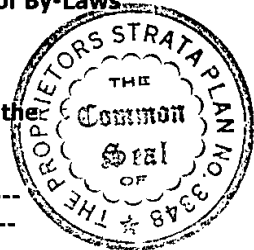
After the Works

- 5. Within one month after completion of the works, the owner must give the Owners Corporation:
 - (i) a copy of the applicable compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979 ("compliance certificate");

THIS is page 4 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

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Names: ROBERT FOTHERGILL
Signatures: _____



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (ii) certification by a licensed electrical contractor in favour of the Owners Corporation (if requested by the Owners Corporation) that the upgrading of the power supply has been carried out satisfactorily and will not cause disruption to, or otherwise affect the supply of power to the common property or any other lot;
 - (iii) plans identifying the location of any altered plumbing and electrical services, as installed;
 - (iv) if changes to the plans and specifications have been made, as-built drawings; and
 - (v) copies of all guarantees from the manufacturer or installer for new waterproofing membranes and associated flashings ("guarantees").
6. The owner must exercise the guarantees if requested by the Owners Corporation.
7. After installation of the flooring, noise generated within the lot, or resulting from impact upon or movement of the floor, must not be more audible outside the lot than it was before the works were done.

Repair & Maintenance

8. Subject to the terms of this by-law, any amendment of the by-laws from time to time and 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 of the common property and keeping the common property in a state of good and serviceable repair.
9. The owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings, and any waterproofing membrane and associated flashings, installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.
10. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

Damage

11. The owner must repair promptly any damage caused or contributed to by:
- (i) the works; or
 - (ii) the improvements installed in the course of the works; or

THIS is page 5 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 9 day of SEPTEMBER 2013 in the presence of

Names: ROBERT FOTHERGILL
Signatures: [Signature]



being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (iii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

- 12. The owner must indemnify the Owners Corporation against any liability or expense arising out of:

- (i) the works; or
- (ii) the improvements installed in the course of the works; or
- (iii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,

including, without limitation, any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.

For the purposes 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.

Insurance

- 13. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- 14. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions 2(iii) and (iv).
- 15. The owner appoints the Owners Corporation its attorney for the purposes of conditions 13 and 14, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Notices

- 16. The owner at his own expense must comply with any order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works or the improvements installed in the course of the works.

THIS is page 6 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 9 day of SEPTEMBER 2013 in the presence of

Names: ROBERT FOTHERGILL
Signatures: _____

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

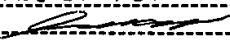


Costs

17. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law."

THIS is page 7 of a total of 7 and is the annexure to the Change of By-Laws form by THE OWNERS – STRATA PLAN NO 3348.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 3348 was affixed on the 9 day of SEPTEMBER 2013 in the presence of

Names: ROBERT FOTHERGILL
Signatures: 

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



Form: 15CB
Release: 3-2

CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AI385691P

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

(A) TORRENS TITLE	For the common property CP/SP3348	
(B) LODGED BY	Document Collection Box 3814	Name, Address or DX, Telephone, and Customer Account Number if any H92644 1232574
	Reference: Am - SP3348	CODE CB

- (C) The Owners-Strata Plan No. 3348 certify that pursuant to a resolution passed on 29 January 2014 and
 (D) in accordance with the provisions of s. 52 of the Strata Schemes Management Act 1996
 the by-laws are changed as follows—
 (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-law 5
 Amended by-law No. NOT APPLICABLE
 as fully set out below—

As fully set out in Annexure "A"



- (F) The common seal of the Owners-Strata Plan No. 3348 was affixed on 10/02/2014 in the presence of—

Signature(s): [Signature]
Name(s): ROBERT FOTHERGILL

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

This and the following 4 pages form Annexure "A" to Notification of By-Laws of Strata Plan No. 3348 dated 29 January 2014

That the Owners Corporation specially resolved pursuant to section 52 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms:

SPECIAL BY LAW 5

On the conditions set out in this "by" law, the owner for the time being of lot 2 ("the owner") shall have a special privilege in respect of the common property to undertake, and thereafter to maintain, the following alterations and additions:

- (a) (i) Removal of part (Half wall removal) of the internal wall between the kitchen and the living room of the lot ("the internal wall"); and
- (ii) installation of structural post/beam, as detailed in the attached report inclusive of Dynamic Structural Engineering Group Pty Ltd dated 5 December 2013.
- (b) upgrading internal power supply for kitchen and living room within the lot ("power supply")
- (c) installation of floating timber flooring ("flooring") in the living room of the lot;

For the purposes of this by-law:

"power supply" includes all ancillary wiring and controls and any other ancillary fixtures and fittings; and "lighting", "flooring", "windows" and "door" each include all ancillary fixtures and fittings.

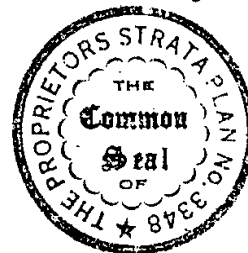
The undertaking of alterations and additions is referred to in this by-law as "the works".

Conditions:-

The Works

1. Before starting installation of the flooring, the owner must obtain the consent in writing of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) to the specifications, technical data including acoustic performance, proposed location and manner of installation of the flooring.

THE COMMON SEAL of THE OWNERS -)
STRATA PLAN 3348 was affixed on the 10th)
day of February 2014 in the presence of:)



.....
Signature

ROBERT FOTHERGILL
.....
Name

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

3.

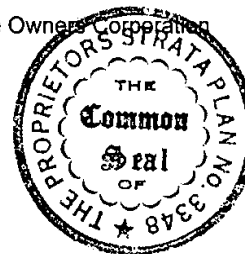
2. Before starting the works, the owner must provide the Owners Corporation with:

- (i) a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- (ii) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
- (iii) a copy of the certificate of insurance relating to the works, if required under section 92 of the Home Building Act 1989;
- (iv) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which the owner is a named party;
- (v) a certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing floor and walls are adequate to support the proposed works; and
- (vi) a certification by a licensed electrical consultant in favour of the Owners Corporation (If requested by the Owners Corporation) that the upgrading of the power supply will not affect the supply of power to the common property or any other lot.

3. In undertaking the works, the owner must by himself, his agents, servants and contractors:-

- (i) use best-quality and appropriate materials, in a proper and skilful manner;
- (ii) comply with all conditions and requirements of the local Council;
- (iii) comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications;
- (iv) comply with the terms of any approval given by the Owners Corporation under this by-law;

THE COMMON SEAL of THE OWNERS –)
STRATA PLAN 3348 was affixed on the 10th)
day of FEBRUARY 2014 in the presence of:)



.....
Signature

ROBERT FOTHERGILL.....

Name

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Strata Schemes Management Act 1996 to attest
to the affixing of the seal.

4.

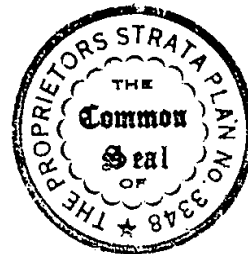
- (v) ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
- (vi) ensure that the supply of power to the common property or any other lot is not disrupted;
- (vii) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- (viii) comply with any reasonable requirement of the Owners Corporation concerning:
 - (a) the means of entering and leaving the building for tradespeople, building materials, tools and debris; or
 - (b) storage of materials and debris;
- (ix) carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
- (x) ensure that major works are completed within 2 weeks of commencement and all remaining works are completed within 3 months of their commencement.

4. The Owner must not make any changes to the plans and specifications for the works as approved or provided in accordance with this by-law with out the prior written consent of the local Council(if required) and the Owners Corporation.

After the Works

- 5. Within one month after completion of the works, the owner must give the Owners Corporation:
 - (i) a copy of the applicable compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979 ("compliance certificate");

THE COMMON SEAL of THE OWNERS –)
STRATA PLAN 3348 was affixed on the 10th)
day of February 2014 in the presence of:)



.....
Signature

ROBERT FOTHERGILL
.....
Name

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5.

- (ii) certification by a licensed electrical contractor in favour of the Owners Corporation (if requested by the Owners Corporation) that the upgrading of the power supply has been carried out satisfactorily and will not cause disruption to, or otherwise affect the supply of power to the common property or any other lot;
 - (iii) plans identifying the location of any altered plumbing and electrical services, as installed;
 - (iv) if changes to the plans and specifications have been made, as-built drawings; and
6. After installation of the flooring, noise generated within the lot, or resulting from impact upon or movement of the floor, must not be more audible outside the lot than it was before the works were done

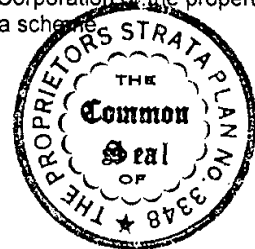
Repair & Maintenance

- 7. Subject to the terms of this by-law, any amendment of the by-laws from time to time and 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 of the common property and keeping the common property in a state of good and serviceable repair.
- 8. The owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings, and any waterproofing membrane and associated flashings, installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.
- 9. The owner may remove the improvements installed in the course of the works and after doing so must restore the common property to its original condition.

Damage

- 10. The owner must repair promptly any damage caused or contributed to by
 - (i) the works; or
 - (ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, including, without limitation, damage to the Property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme

THE COMMON SEAL of THE OWNERS)
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Signature

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Name
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6.

Indemnity

11. The owner must indemnify the Owners Corporation against any liability or expense arising out of:
- (i) the works; or
 - (ii) use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works,
 - (iii) the improvements installed in the course of the works, including, without limitation, any liability under section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works. For the purposes 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.

Insurance

12. The owner must apply the proceeds of a claim in respect of insurance referred to in condition 2(iii) to the repair or completion of the works, or to reimbursement for their prior repair or completion.
13. The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in conditions 2(iii) and (iv).
14. The owner appoints the Owners Corporation its attorney for the purposes of conditions 12 and 13, and at the request of the Owners Corporation will do any act required to give effect to this authority.

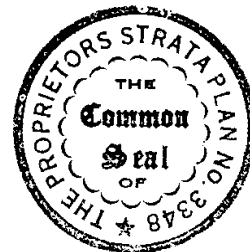
Notices

15. The owner at his own expense must comply with any order or requirement of the local Council or other statutory authority, Tribunal or Court relating to the works or the improvements installed in the course of the works.

Costs

16. The owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

THE COMMON SEAL of THE OWNERS)
STRATA PLAN 3348 was affixed on the)
day of FEBRUARY 2014 in the presence of:)



.....
Signature

ROBERT FOTHERSILL.....
Name

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



Dynamic Structural Engineering Group Pty Ltd

4EN 46 165 653 083

No Job Too Small
Fast Qualified Service

Joseph Natoli
B.E. MIE(AUST)
Lic. No. 239126

Abbotsford
Ph/Fax: 9713 2224
Mob: 0413 60 80 88
Email: dynamicse@optusnet.com.au
Web: www.dynamicse.com.au

TO WHOM IT MAY CONCERN

RE: UNIT 2, 3 DALLEY STREET QUEENSLIFF

This is to certify that I have inspected the above-mentioned property in particular the proposed wall to be removal within the Kitchen and Living room (see attached sketch plan) and have to advise that:

The Beam required to support the proposed removal of the abovementioned existing wall will required the following beam support:

Alternative 1: (Half wall removal)

Beam to be: 1 off x 250 PFC
Minimum end bearing: 230mm
Maximum clear span: 2600mm

Alternative 2: (Full wall removal)

Beam to be: 1 off x 300 PFC
Minimum end bearing: see post/beam connection detail
Maximum clear span: 4100mm

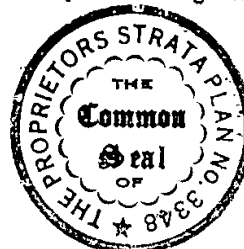
Steel Post (P) supports shall be:

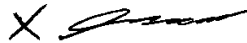
Posts to be: 102mm x 102mm x 6mm thick SHS

ADDITIONAL NOTES

All workmanship to be in accordance with AS 3700 – Masonry Structures Code

All load bearing brickwork to have a minimum unconfirmed compressive strength of f_c
= 20 Mpa



X 
ROBERT FOTHERGILL
10/02/14

Page 7 of 10

The builder is responsive for the temporary stability and support of all brick walls, floors and roof that are supported by walls that are being removed.

The builder is responsible for props and needles. Do not demolish any brickwork until the brickwork above is adequately supported.

The existing structure shown on the report/drawings is indicative only. Advise the engineer if the existing structure differs from that shown on the drawings.

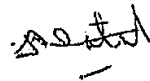
All dimensions shown on the report/drawings shall be verified on site by the builder prior to construction or fabrication. Verify all setting out dimensions with the architect.

During construction the structure shall be maintained in a stable condition and no part shall be overstressed. All required temporary works are to be undertaken by the builder.

Waterproofing and fire rating of all elements remains the responsibility of the architect and the builder.


- The above works will not affect the structural integrity of the existing building.
- Steel beam/posts to be suitably primed to prevent corrosion.
- Beam /upper roof loads to be supported at all times during construction.
- All work to be carried out under manufacturer's recommendations, the Building Code of Australia 2013 and the Steel Structures Code (AS1250).

Yours faithfully,

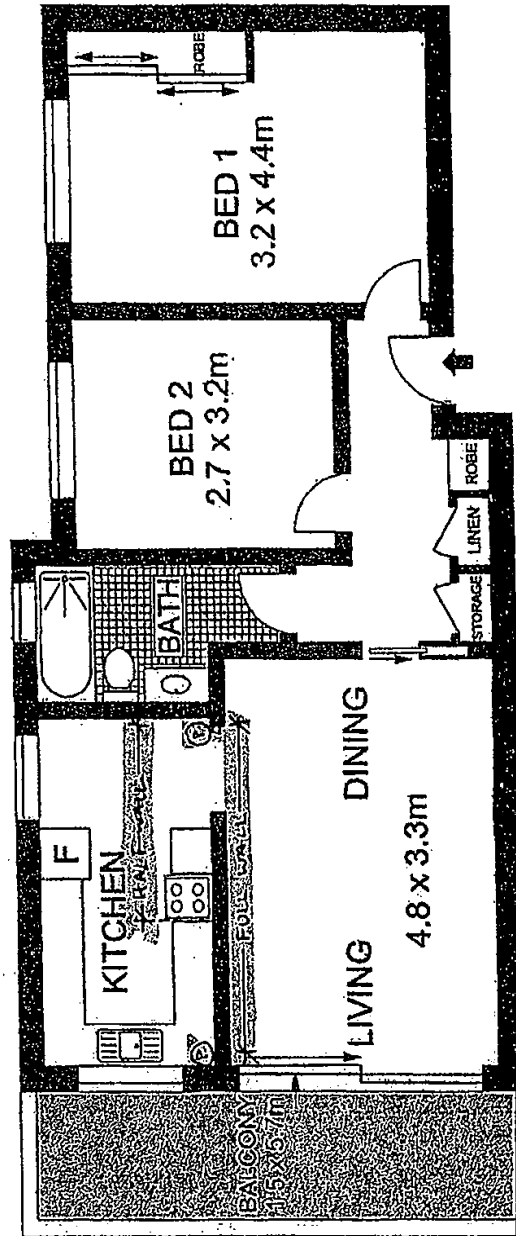
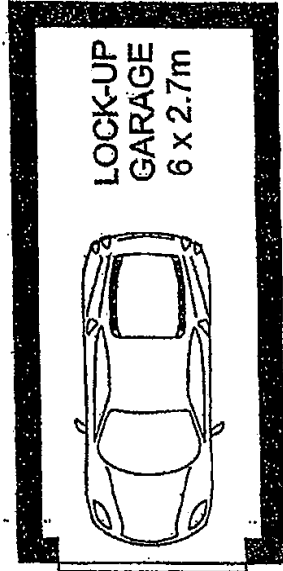
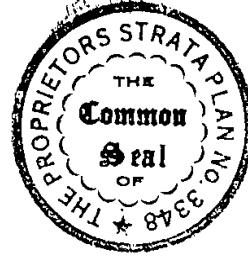


Joseph Natoli
Practicing Engineer
C.P. M.I.E. (Aust.)
No: 239126
5 December 2013



X 
ROBERT FOTHERGILL
10/02/2014

X *[Signature]*
ROBERT FOTHERGILL
10/02/2014



LEVEL ONE



DYNAMIC STRUCTURAL
ENGINEERING
J NATOLI ENG.
1/10 WALTON CRS
ABBOTSFORD 2046

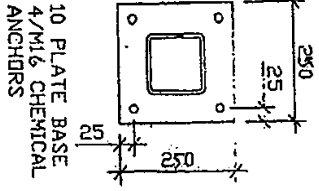
5/10/13

DYNAMIC STRUCTURAL
ENGINEERING
ABN 89 491 363 262
MOB 0413 60 80 88



DYNAMIC STRUCTURAL
 ENGINEERING
 ABN 89 491 363 292
 MOB 0413 60 80 88
 1/10 HALTON CRS
 ABBOTSFORD 2046
 DYNAMIC STRUCTURAL
 ENGINEERING
 J. RATUJI ENG.
 1/10 HALTON CRS
 ABBOTSFORD 2046

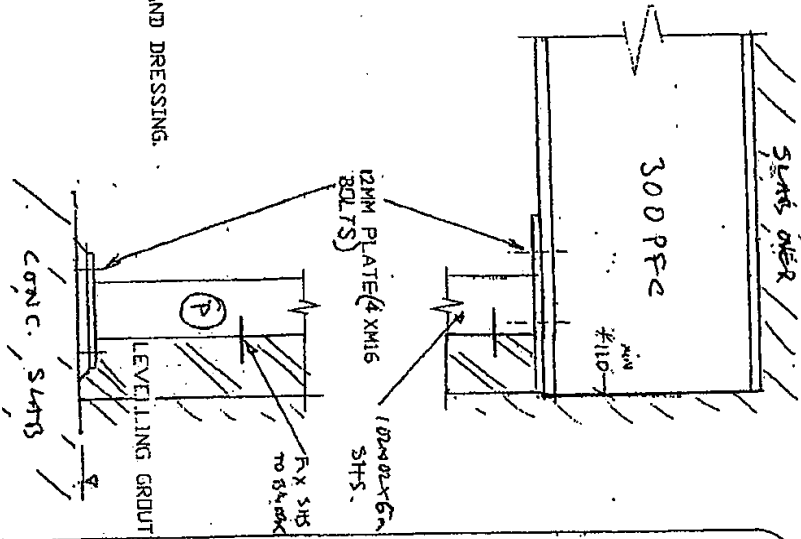
X
 ROBERT FOTHERGILL
 10/02/2014



10 PLATE BASE
 4/M16 CHEMICAL
 ANCHORS

NOTE:
 ALL WELDS 6 mm FILLET
 ALL STEEL WORK TO BE
 AFTER ALL DRILLING, WELDING AND DRESSING.

2x Posts (P) will be
 REAS @ EITHER END OF
 BEAM IF ALTERNATIVE FOR
 FULL WALL RENEWAL.
 SD



GENERAL NOTES

- G1 THESE NOTES SHALL BE READ IN CONNECTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH STATE OTHER RELEVANT INSTRUMENTS AND LEGISLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS IN CONNECTION WITH THE CONTRACT. ALL DIMENSIONS SHALL BE REFERRED TO THE ARCHITECT'S DRAWINGS UNLESS OTHERWISE SPECIFIED.
 - G2 DIMENSIONS SHALL NOT BE OBTAINED BY SQUARE THE STRUCTURAL DIMENSIONS.
 - G3 SETTING OUT DIMENSIONS SHOWN ON THE DRAWINGS SHALL BE VERIFIED BY SURVEY INSTRUMENTS, BEING CONSIDERED THE STRUCTURE SHALL BE MAINTAINED BY A STABLE CONDITION AND NO PART SHALL BE OVERSTRESSED.
 - G4 ALL WORKMANSHIP AND MATERIALS SHALL BE APPROVED WITH THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - G5 EXCAVATIONS SHALL NOT BE DEPLETED WITHIN 3 METERS OF ANY EXISTING STRUCTURE WITHOUT THE APPROVAL OF THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - G6 FOUNDATIONS AND FOOTINGS SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - G7 THE FOUNDATION SHALL BE APPROVED BY THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - G8 FOUNDATIONS SHALL BE PLACED UNDER WALLS AND COLUMNS UNLESS OTHERWISE NOTED.
 - G9 SUB-GRADE UNDER ALL SLABS OR BEAMS, WHETHER OR NOT OF REINFORCED CONCRETE SHALL BE COMPACTED TO THE SATISFACTION OF THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - G10 CONCRETE WORK SHALL BE IN ACCORDANCE WITH AS 3600.
 - G11 ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 3600.
 - G12 CONCRETE QUALITY SHALL BE AS FOLLOWS AND SHALL BE VERIFIED BY TESTS.
- | ELEMENT | SLOPE | SLAB SIZE | SLAB AGD | REPORT TYPE | ADAPTIVE | CONCRETE CLASS |
|---------|-------|-----------|----------|-------------|----------|----------------|
| ALL | 0 | 20 | 1 | 02 | 32 | |
- C2 CLEAN CONCRETE SURFACE TO REINFORCEMENT SHALL BE AS FOLLOWS UNLESS OTHERWISE SHOWN.
- | CLASS | MINIMUM EXPOSURE TIME (AS PER) | MINIMUM EXPOSURE TIME (AS PER) | MINIMUM EXPOSURE TIME (AS PER) |
|-----------------------|--------------------------------|--------------------------------|--------------------------------|
| REINFORCEMENT | 14 | 14 | 14 |
| CONCRETE | 28 | 28 | 28 |
| PAVING | 14 | 14 | 14 |
| SLAB ON CAST | 14 | 14 | 14 |
| CONCRETE | 28 | 28 | 28 |
| WALLS AND SLABS | 28 | 28 | 28 |
| LET DOWN WALLS | 28 | 28 | 28 |
| FEELS | 28 | 28 | 28 |
| BASES AND FOUNDATIONS | 28 | 28 | 28 |
| REINFORCEMENT | 14 | 14 | 14 |
| CONCRETE | 28 | 28 | 28 |
- C3 1. ALL PARTS OF THE WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AND THE RELEVANT INSTRUMENTS AND LEGISLATION.
 - C4 2. ALL WORKMANSHIP AND MATERIALS SHALL BE APPROVED BY THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - C5 3. ALL WORKMANSHIP AND MATERIALS SHALL BE APPROVED BY THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.
 - C6 4. ALL WORKMANSHIP AND MATERIALS SHALL BE APPROVED BY THE SUPERVISOR OF THE PROJECT AND THE QUALITY CONTROL OF THE RELATIVE MATERIALS.

Northern Beaches Council Planning Certificate – Part 2

Applicant: Aldren Conveyancing Services
PO Box 468
DEE WHY NSW 2099

Reference: 21947
Date: 04/05/2021
Certificate No. ePLC2021/3434

Address of Property: 12/3 Dalley Street QUEENSLIFF NSW 2096
Description of Property: Lot 12 SP 3348

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018

Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

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

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

c) Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4, 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner of the land (or any previous owner) 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 (within the meaning of section 553B of that Act).

5. Mine Subsidence

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk restriction

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- 1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- 2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- 3) There is not a 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.

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Additional matters under the Contaminated Land Management Act 1997

Note. 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 not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer

04/05/2021

Sewer Service Diagram

Application Number: 8000688029

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Warringah*

No. *727081*

- Boundary Trap
- Pit
- G.I. Grease Interceptor
- Gully
- P.T. P. Trap
- R.S. Reflux Sink

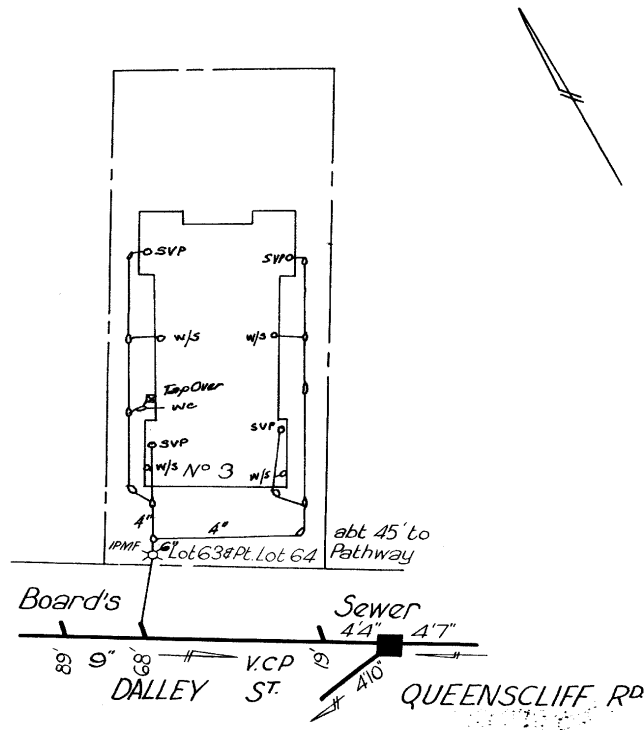
- SYMBOLS AND ABBREVIATIONS
- R.V. Reflux Valve
 - Cleaning Eye
 - Vert. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F. W. Floor Waste
- W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. *3249* W.C.s. *3* U.C.s. *1* 19*19*
 SHEET No. *3249* OFFICE USE ONLY For Engineer House Services

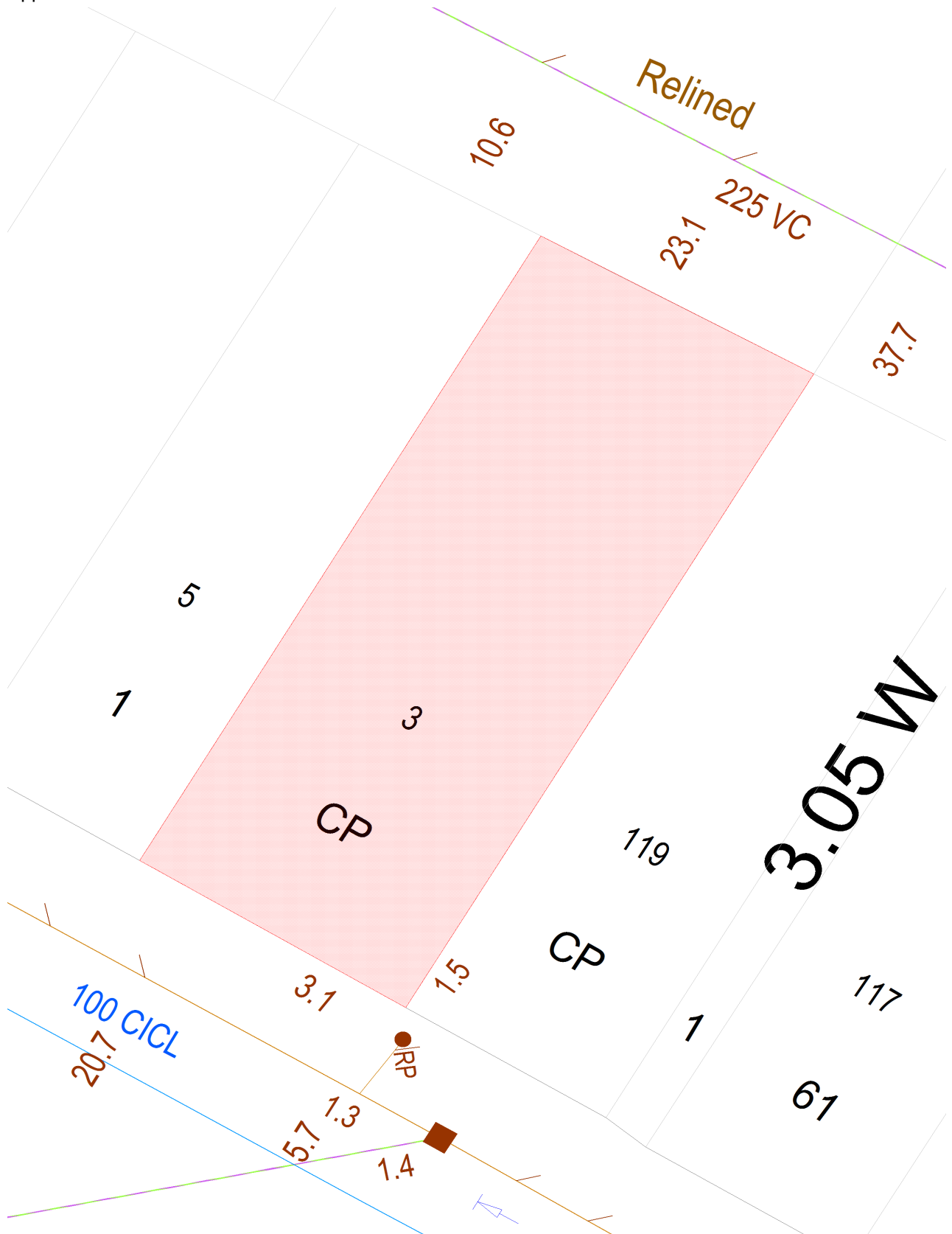
DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.	Inspector	/ /	Date	Inspector	/ /
Shr.					
Bsn.	Chief Inspector	/ /	Outfall	797-419	953 080
K.S.					
T.	Tracing Checked	/ /	Drainer		
Pig.				Plumber	
Dge. Int.		/ /	Boundary Trap		
Dge. Ext.			is <input checked="" type="checkbox"/> required		

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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8000688028



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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