

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	UPSTATE REAL ESTATE Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW Ctc: Phil Feseha Ph: 0432 502 407 E: phil.f@upstate.com.au	
co-agent vendor	SAMUEL VINCENT RAFFAELE	
vendor's solicitor	Geoff Versace Versace Lawyers 103/20 Dale Street, BROOKVALE NSW 2100 Ph: 02 9938 3799 E: geoff@austcla.com.au	
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	9/102 Oaks Avenue Dee Why NSW Lot 9, SP 4484 F/I: 9/SP4484	
improvements	x VACANT POSSESSION <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 checked="" type="checkbox"/> other: <u>LAUNDRY</u>	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

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

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

buyer's agent

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

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): _____**Manual transaction** (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

32 Residential off the plan contract

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

9/102 Oaks Avenue Dee Why NSW

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale and purchase of land 2022 edition

33) ENTIRE AGREEMENT

- a) The purchaser acknowledges that the provisions of this contract (including the annexures hereto) constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this contract binding on the parties hereto with respect to any matter to which this contract relates.
- b) Notwithstanding any provisions to the contrary, the purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made relating to the property and all services and installations provided to it before entering into this contract and that he does not rely on any warranties or representations made to him by or on behalf of the vendor or by the vendor's agent.
- c) The purchaser further acknowledges that the vendor is entering into this contract relying on the purchaser's acknowledgments, statements and representations contained in this clause.

34) INCONSISTENCIES AND INTERPRETATION

- a) If there are any inconsistencies between these special conditions and the standard provisions of the contract, these special conditions shall prevail to the extent of the inconsistency. Unless otherwise stated herein, whenever a clause of the standard conditions is deleted pursuant to these special conditions, the numbering (and only the numbering) of the said deleted clause of the standard conditions shall be regarded as having remained in place so that the numerical orders of the subsequent clauses, and hence any cross-references to clauses in this contract will not be affected by such deletion. For the sole purpose of illustration and without affecting the other contents of this contract, if clause 30 is deleted, the clause immediately following it shall be clause 31.

35) AMENDMENTS TO STANDARD CONDITIONS

The contract is amended as follows:

- a) Clause 1, definition of "adjustment date" is amended by inserting the words "or the date for completion stated on the front page of the contract" at the end of the definition.
- b) Clause 1, definition of "bank" is amended by deleting the words "a building society or a credit union".
- c) Clause 1, definition of "business day" is amended by adding the words "Before 5pm of" before the start of the definition.
- d) Clause 1, definition of "requisition" is amended by replacing the words "but the term does not include a claim" with the words "and the term extends to and includes a claim".
- e) Clause 1, definition of "settlement cheque" is amended by deleting the second bullet point.
- f) Clause 2.4.3 is amended by replacing the words "if requested by the vendor or the depositholder, providing evidence of that transfer" with "must provide evidence of that transfer to the vendor and the depositholder within 1 business day of the electronic funds transfer being made".
- g) Clause 2.5.3 is amended by replacing "third business day" with "second business day".
- h) Clause 2.5 is amended by deleting the last sentence.

- i) Clause 4.5 is amended by replacing “must within 7 days” with “may within 10 business days after the contract date or the expiry of the cooling off period, whichever is the later”.
- j) Clause 4.8 is amended by adding the following words at the end of the sentence “together with any documents that the vendor may reasonably require to substantiate the change in the transferee”.
- k) Clause 5.1 is deleted.
- l) Clause 5.2.1 & 5.2.2 is amended by replacing “21 days” with “3 days” and at the end of the clause, add “but no later than 5 business days prior to the date for completion”.
- m) Clause 6.1 is amended by replacing the words “and whether substantial or not” with the words “but only if the error or misdescription is substantial and not bekknown to the purchaser prior to the entering into the contract”.
- n) Clause 7.1 is amended by deleting the words “in the case of claims that are not claims for delay”.
- o) Clause 7.1.1 is deleted.
- p) Clause 7.2.2 is amended by inserting the words “if both parties agree” at the start of the sentence.
- q) Clause 7.2.4 is amended by the deletion of the words “and the costs of the purchaser”.
- r) Clause 8.1.1 is amended by the deletion of the words “on reasonable grounds”.
- s) Clauses 8.1.1, 8.1.2 and 8.1.3 are amended by replacing the words “requisitions” wherever appearing with “requisition or claim for compensation”.
- t) Clause 8.1.2 is amended by deleting the words “and those grounds”.
- u) Clause 8.1.3 is amended by replacing the figure “14” with the figure “7”.
- v) Clause 8.2.2 is deleted.
- w) Clause 8.2.3 is deleted.
- x) Clauses 10.1.8 and 10.1.9 are amended by replacing the word “substance” with “existence” and the word “disclosed” with “noted”.
- y) Clause 10.1.8 is amended by adding the word “or covenant” at the end of the clause before the word “; or”.
- z) Insert the following clause 10.4 in the contract: - “10.4 A matter or thing is disclosed in this contract if its existence is disclosed, noted or referred to in anything attached to this contract.”
- aa) Clause 11.1 is deleted and replaced by “The purchaser must comply with any and all outstanding work order at its own expenses.”
- bb) Clause 12.2 is amended by deleting the bracketed words.
- cc) Clause 13.7.1 is amended by adding the words “it will not do anything, including” in the first line after the words “the purchaser promises that”.
- dd) Clause 13.7.1 is amended by adding the words “to do anything, including intend” after the words “the purchaser does not intend”.
- ee) Clause 13.8 is deleted.
- ff) Clause 13.13 is amended by replacing “5 business days” with “1 business days”.
- gg) Clause 13.13 is amended by replacing “2 business days” with “1 business days”.
- hh) Clause 14.2.1 is amended by replacing “2 business days” with “3 business days”.
- ii) Clause 14.4 is amended by deleting the word ‘not’ and replacing ‘but’ with ‘and’.
- jj) Clause 14.4.2 is deleted.
- kk) Clause 14.6 is amended by replacing the words “on a proportional area basis” with “on a percentage basis using the formula of (land tax taxable value of the Property) ÷ (total aggregated land value of all properties as shown on the vendor’s land tax assessment notice)”
- ll) Clause 14.8 is amended by replacing the word “vendor” with “purchaser” and adding “but not completed” after the words “contract date”.
- mm) Clause 16.4 is amended by replacing the words “by completion” with “on or before completion”, and adding “and the purchaser must accept that a cleared land tax certificate is to

be provided by the vendor within 15 business days after the date for completion, and the purchaser must not make any claims or requisition or delay the date for completion." at the end of the sentence.

- nn) Clause 18.4 is amended by adding the following words at the end of the sentence "and immediately after entering into possession of the property, the purchaser indemnifies the vendor and waives any claim of occupier's liability against the vendor."
- oo) Clause 18.7 is amended by replacing the words "none is payable" with "the weekly rent payable is to be 0.25% of the purchase price".
- pp) Insert the following clause 18.8 in the contract: "18.8 The purchaser cannot make a claim or requisition or delay the date for completion after entering into possession of property".
- qq) Clause 20.6 is amended by adding the following words at the end of the clause "This clause also applies to any documents served to a party after rescission or termination of the contract, including but not limited to court documents".
- rr) Clause 23.6.1 is deleted and replaced with "The vendor is only liable for it if it was levied before the contract date and the payment due date (including instalment due dates) is due on or before the contract date. The purchaser is liable for it if the payment due date (including instalment due dates) is after the contract date."
- ss) Clause 23.9 is deleted.
- tt) Clause 23.13 is deleted and replaced with "The purchaser must on its own accord and at its own expense order an information certificate (issued after the contract date in relation to the lot, the scheme or any higher scheme) and provide a copy of the certificate to the vendor at least 3 business days before the date for completion."
- uu) Clause 23.14 is deleted.
- vv) Clause 23.17 is deleted.
- ww) Clause 24.4.3 is amended by replacing the words "at least 2 business days" with "on the date for completion".
- xx) Clause 28 is deleted.
- yy) Clause 30.9 is amended by deleting the words "by cash (up to \$2,000) or".
- zz) Clause 31.2 is amended by replacing "5 business days" with "1 business day".
- aaa) Clause 31.3 is amended by replacing "2 business days" with "1 business day".
- bbb) Clause 32 is deleted.

36) VENDOR'S AGENT

- a) The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of 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 as a result of this sale, other than the Vendor's agent or co-agent, if any, listed on the front page of this contract, and the purchaser agrees that they will at all times 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. This clause shall not merge on completion.

37) PRESENT CONDITION AND STATE OF REPAIR

- a) The purchaser acknowledges and accepts that the property, together with any appurtenances thereto, is sold in its present condition and state of repair and subject to all defects, if any, as regards to design, construction, state of repair or otherwise, whether latent or patent, any

infestation and dilapidation, and all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and the purchaser must not make any objection, requisition, claim or be entitled to delay completion, rescind or terminate this contract in relation to any or all the matters in this clause, or to require the Vendor to do any rectifications or improvements to the property.

- b) The purchaser agrees to accept the furnishings and chattels included in the sale of the property in their existing condition and state of repair, subject however to fair, wear and tear and to breakdown, and shall make no objection, requisition or claim in respect thereof.

38) NO WARRANTY

- a) The purchaser agrees that the vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations. The vendor makes no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

39) RESCISSION

- a) A party to this contract:
 - i) If it is a corporation and before completion:
 - (1) It enters into a scheme or makes any arrangement for the benefit of creditors;
 - (2) An order is made to wind up the party;
 - (3) A liquidator, administrator or official manager is appointed in respect of the party;
 - (4) A mortgagee enters into possession of all or a substantial part of the assets of the party;
 - (5) It is deemed by any relevant legislation to be unable to pay its debts; or
 - (6) A receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the party;then the other party may terminate this contract and clause 9 applies.
 - ii) Is an individual who before completion:
 - (1) Dies or becomes mentally ill, then the other party may rescind this contract and clause 19 applies; or
 - (2) Is declared bankrupt, then the other party may terminate this contract and clause 9 applies.

40) VENDOR'S RIGHT TO RESCIND

- a) Notwithstanding the provisions of clauses 6 and 7 of this contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of this contract entitling the vendor to rescind this contract.

41) INTEREST

- a) If, through no fault of the vendor, the purchaser fails to complete this contract on the date for completion by the time specified in this contract, without prejudice to all other rights and remedies of the vendor and in addition to the balance of the purchase money, the purchaser must pay to the vendor on completion a sum calculated at 10% per annum on a daily basis (including the date due for completion and the actual date of completion) on the purchase price.

- b) The parties further agree that if this contract is terminated due to the default of the purchaser, interest is to be calculated at 10% per annum on a daily basis and compounded monthly for any monies owing under the contract during the period of default until the actual date of payment (including for the period after this contract is terminated up till the satisfaction of any payment required under any judgment or court order or settlement agreement between the parties), without affecting any other rights of the vendor.

42) NOTICE TO COMPLETE

- a) If a party fails to complete this contract on or before 4:00pm on the date for completion, the other party may serve a notice to complete requiring the defaulting party to complete and making the time for completion essential, requiring the other party to complete before 4.00pm on the day which is not less than 14 days after the date of service of the notice.
- b) If the vendor issues a notice to complete under this clause, the vendor shall be able to withdraw such notice and subsequently re-issue a further notice at any time.
- c) If a vendor serves a notice to complete upon the purchaser arising from a breach of terms of this contract by the purchaser, the purchaser must pay to the vendor on completion an amount of \$385.00 inclusive of GST to cover the legal expenses of the vendor. This payment shall not in any way limit the vendor's right to receive payment of any other damages arising from the purchaser's breach of this contract.

43) DEPOSIT

- a) Unless stated otherwise on the front page of this contract, the deposit is 10% of the price.
- b) If the purchaser requests for the 10% deposit to be paid in instalments, this request will only be deemed accepted by the vendor if there is a clause inserted in this contract detailing the timeframe for the payment of the deposit by instalments.
- c) If clause 43(b) applies, the purchaser agrees that if the purchaser defaults under this contract, the vendor is entitled to keep the deposit paid and recover any outstanding deposit from the purchaser, and the purchaser must immediately upon demand by the vendor pay the remaining balance of the 10% deposit.
- d) The vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser, and clause 9 applies, if the purchaser fails to pay the deposit or balance of the deposit within 2 business days of a demand to pay by the vendor.
- e) It is agreed that the right in this clause 43 shall be in addition to and shall not limit any other remedies available to the vendor herein contained or implied notwithstanding any law to the contrary.
- f) This clause shall not merge on completion.

44) RELEASE OF DEPOSIT

- a) Notwithstanding any other clauses in this contract, the purchaser agrees to release to the vendor the deposit on the contract date or at such other time prior to completion as the vendor shall direct. This clause shall be full and irrevocable authority to the deposit holder to release such deposit. Should the deposit holder request for a written authority from the purchaser for the release, the purchaser must provide such authority within 1 business days from the deposit holder's request, failing in which the vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser.

45) REQUISITIONS ON TITLE

- a) The purchaser agrees that the only form of general requisitions on title the purchaser may serve on the vendor is in the form of requisitions on title annexed.

46) CORPORATION AS PURCHASER

- a) If the purchaser is a corporation:
 - i) The purchaser warrants that the purchaser is incorporated;
 - ii) The purchaser must ensure that two natural persons (where a minimum of one guarantor must be the director of the purchaser), acting as the purchaser's guarantors (the "Guarantors"), execute and deliver to the vendor's solicitor, with this contract, a guarantee and indemnity in the form of the Deed of Guarantee attached to this contract, guaranteeing to the vendor the observance by the purchaser of the terms of this contract;
 - iii) If the Deed of Guarantee attached to this contract was not executed on the contract date in accordance with Clause 46(b), the purchaser must cause the Guarantors to execute the Deed of Guarantee within 3 business days after the vendor demands for such execution by the Guarantors, failing in which the vendor will immediately be entitled to terminate this contract for breach of an essential obligation by the purchaser, and clause 9 applies.
 - iv) The Guarantors indemnifies and agrees at all times hereafter to keep indemnified the vendor from and against all damages and losses which the vendor may suffer arising directly or indirectly out of any breach by the purchaser of any of the provision of this contract.
 - v) This clause shall not merge on completion.

47) ADDITIONAL AND INCORRECT CALCULATIONS

- a) The parties agree that if, on completion, any appointment of payments due to be made under this contract is overlooked, or incorrectly calculated, upon being requested to do so by the other party, they will make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable within 3 business days of such request. This clause shall not merge on completion.

48) NON-ELECTRONIC TRANSACTION

- a) If the purchaser requests that completion is not to be conducted as an *electronic transaction*, then completion may be effected in the Sydney CBD at a place nominated by the purchaser, and the purchaser must pay to the vendor on completion an amount of \$165.00 inclusive of GST to cover the vendor's legal and/or agency fees.

49) CANCELLED OR RE-SCHEDULED SETTLEMENT

- a) If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$385.00 inclusive of GST for each instance is payable by the purchaser which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

50) CAVEAT

- a) The purchaser must not lodge any caveats against the title of the property unless the vendor has consented to it in writing. Should the purchaser lodge any caveats on the title of the property with the vendor's consent, it must withdraw such caveat within 2 business days after the contract is rescinded or terminated failing in which the purchaser must indemnify the vendor against or costs and damages incurred by the vendor in applying for a removal of the caveat. This clause shall not merge on completion.

51) BUILDING CERTIFICATE

This clause applies if a building certificate is attached to this contract.

- a) The vendor does not warrant that the contents of copy of the building certificate attached to this contract are accurate or complete as at the date of this contract or that the vendor holds, or will be able to hand over at a completion, the original building certificate.
- b) For the purposes of the warranty under paragraph 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser acknowledges that, in respect of any matters that existed as at the date of the building certificate that might have justified the making of any upgrading order or demolition order in respect of any building or structure on the land (whether or not stated in the building certificate), that warranty is satisfied in respect of those matters by virtue of the issuing of the building certificate.
- c) The purchaser must not make any claims or requisition or delay the date for completion because of anything disclosed or referred to in the building certificate or in this contract.

52) SURVEY REPORT

This clause applies if a survey report is attached to this contract.

- a) The vendor does not warrant that the copy of the survey report attached to this contract is accurate or complete at the date of this contract or that the vendor holds, or will be able to hand over at completion, the original survey report.
- b) For the purposes of the warranty under paragraph 1 of Schedule 2 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the vendor hereby discloses to the purchaser such encroachments by and upon the property as are disclosed or referred to in the survey report.
- c) For the purposes of the warranty under paragraph 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 (NSW), the purchaser hereby discloses to the purchaser such matters disclosed or referred to in the survey report as would justify the making of any upgrading order or demolition order in respect of any building or structure on the land.
- d) The purchaser must not make any claims or requisition or delay the date for completion because of anything disclosed or referred to in the survey report or in this contract or by reason of any encroachment by any dividing fences between the property and adjoining properties.

53) COOLING OFF PERIOD

- a) The Purchaser agrees that should the Purchaser requests for any extensions of the cooling-off period, then on completion, the Purchaser must allow an amount of \$110.00 inclusive of GST for each cooling-off extension requested.

54) FINANCE

The purchaser:

- a) acknowledges that it has not discussed, and does not intend to discuss, any matters with the vendor in respect of the means of payment of the price or any finance that the purchaser has been, or anticipates, obtaining in relation to such payment;
- b) warrants that it has secured finance for payment of the price in full; and
- c) acknowledges that the National Credit Code in Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth) has no application to this transaction and that the purchaser has sought independent legal advice in relation to that matter and the purchaser hereby indemnifies the vendor against any and all claims, actions or proceedings of any nature that the purchaser may take, or that others may take on behalf of the purchaser, in relation to the National Credit Code.

55) GST

- a) The purchaser warrants to the vendor that the property will be used predominantly for residential accommodation and the purchaser indemnifies the vendor against any liability to pay GST arising from any breach of that warranty.

56) GOVERNING LAW

- a) This contract is governed by and must be construed according to the laws of New South Wales.
- b) The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this contract and such remaining provisions shall remain in full force and effect.

57) FOREIGN PURCHASER

57.1 The purchaser warrants that at the contract date, and again at completion, the purchaser:

- a) is not a foreign person for the purposes of the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("FIRB Act") in respect of the transaction contemplated by this contract.

57.2 This clause is an essential term of this contract and the purchaser acknowledges that the vendor has entered into this contract in reliance on this warranty, and agrees that the purchaser indemnifies and keeps indemnified the vendor against any loss or damages incurred or suffered by the vendor in connection with or arising from a breach of this warranty by the purchaser.

CONDITIONS OF SALE BY AUCTION

If the property is, or is intended, to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to section 13 of the *Property, Stock and Business Agents Regulation 2014* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

1. 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.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by paragraph 1 above, 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.
 - (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.
3. The following conditions, in addition to those prescribed by paragraphs 1 and 2 above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

DEED OF GUARANTEE

We, the Guarantors, being directors and/or shareholders and/or associated person of the Company (which is the Purchaser named in the Contract for the Sale and Purchase of Land of the Property between the Vendor and the Purchaser ("Contract")) to which this Deed is annexed, in consideration of the Vendor at the Purchaser's request agreeing to enter into the Contract, do hereby jointly and severally guarantee to the Vendor the due and punctual performance by the Purchaser of all of the terms and conditions of the Contract and jointly and severally covenant and agree that:

- 1) We will indemnify and keep indemnified the Vendor against any loss and damage however arising which the Vendor may suffer in consequence of any failure of the Purchaser to perform its or their obligations under the Contract.
- 2) This guarantee will not be affected or discharge by the granting to the Purchaser of any time or other indulgence or by any other consideration or transaction whereby our liability as guarantors would, but for the provisions of this guarantee, have been or be affected or discharged.
- 3) This guarantee will not be affected or discharged by the completion or termination of the Contract and our liability to the Vendor will continue until all monies payable by the Purchaser to the Vendor are paid in full, and will not be affected by the liquidation provisional or otherwise, or any other happening in relation to the Purchaser or its affairs or property whereby, but for this provision, our liabilities as guarantors would have been or be affected or discharged.
- 4) This guarantee will not be affected or abrogated by any variation to the Contract, whether made with or without our prior knowledge or subsequent notice to us, and we shall continue to be bound having regard to the terms of the Contract as they are at any time, and acknowledge and agree that any obligation to notify us of any proposed or actual variation to the Contract rests upon the purchaser and the Vendor has no obligations in that respect nor will its position be affected if notice is not given to us by the Purchaser.
- 5) Without limiting any preceding provision, none of the following circumstances (or any combination of them), will diminish or extinguish the enforceability of this guarantee against us:
 - a) Disposal by any Guarantors of his or her legal or beneficial ownership of any shares in the Purchaser;
 - b) Failure of the Vendor to exhaust all other avenues of remedy against the Purchaser before proceeding against us;
 - c) Appointment of a receiver and/or manager in respect of any of the property of the Purchaser;
 - d) Any abandonment, compromise or release (in whole or in part) of the Vendor's rights against the Purchaser;
 - e) A ruling by a court of law or equity that the Contract or any part of it is void or unenforceable; or
 - f) The death or insolvency of any one or more of us.
- 6) Any monies payable by us to the Vendor:
 - a) Is payable on demand; and
 - b) If not paid when due will bear interest from the due date of payment to the actual date of payment at the interest rate referred to in the Contract (compounded yearly), which interest will be paid contemporaneously with the money on which it has accrued or is accruing and any

judgment for any such money will likewise bear interest from the date of judgment to the date of payment.

- 7) The enforceability of this guarantee against any Guarantors is not conditional upon the enforceability of this guarantee against all or any other Guarantor.

Definitions:

Vendor:

Property:

Purchaser:

Guarantors:

Signed, sealed and delivered by the Guarantor and witnessed:		
Full Name	Capacity	Signature
	Guarantor	
	Witness	

Signed, sealed and delivered by the Guarantor and witnessed:		
Full Name	Capacity	Signature
	Guarantor	
	Witness	

SECTION 66W CERTIFICATE

I, _____ of _____, _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at _____, _____ from _____ to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for _____ and am not employed in the legal practice of a solicitor acting for _____ nor am I a member or employee of a firm of which a solicitor acting for _____ is a member or employee; and
4. I have explained to
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____



FOLIO: 9/SP4484

SEARCH DATE

TIME

EDITION NO

DATE

20/9/2023

11:46 AM

11

25/6/2021

LAND

LOT 9 IN STRATA PLAN 4484

AT DEE WHY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

SAMUEL VINCENT RAFFAELE

(T AR181715)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP4484

2 AR181716 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP4484

SEARCH DATE

TIME

EDITION NO

DATE

20/9/2023

11:47 AM

4

24/8/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 4484
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM SHEET 1 SP4484

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 4484

ADDRESS FOR SERVICE OF DOCUMENTS:

102 OAKS AVE

DEE WHY 2099

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A699269 COVENANT
- 3 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
- 4 AR641076 INITIAL PERIOD EXPIRED
- 5 AT376975 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 41)

STRATA PLAN 4484

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

230372

PRINTED ON 20/9/2023

* 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.

- (a) State if whole or part.
(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises (a) *Whole* of (b) *Lot 21 Sec 8 in D.P. 6953.*

STRATA PLAN No. 4484

(E)

Reference to Title Vol. ~~5630~~ Fol. ~~1243~~
Vol. 11137 Fol. 75

Mun./Shire/City *WARRINGAH.*

Locality *DEE WHY.*

Parish *MANLY COVE.* County *CUMBERLAND.*

Scale: *30 feet to an inch.*

Registered:



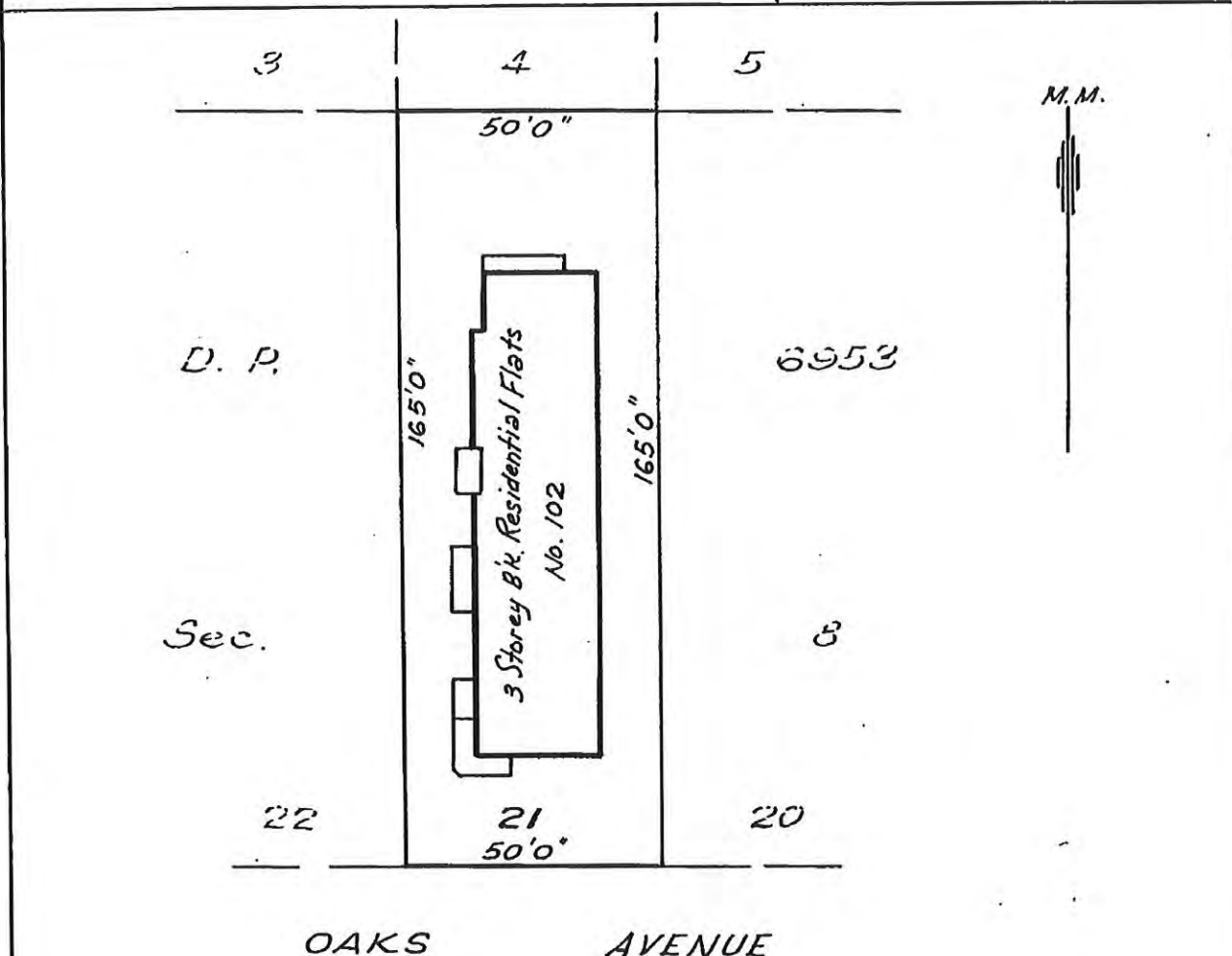
27-1-1970

C.A.: No. 413/70 of 19-1-1970

Ref Map: Warringah Sh 55

Last Plan: DP 6953

External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.



- (c) Additional lots should be shown in an annexure.

- (d) Delete if inappropriate.

Schedule of Unit Entitlement(c)		OFFICE USE ONLY	
		Current C's of T.	
Lot No.	Unit Entitlement	Vol.	Fol.
SEE ANNEXURE SHEET 2			
AGGREGATE			

I, *Stanley John Weatherby,*
of *55-63 Elizabeth St. Sydney.*

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel(d)
~~subject to clause (2) of this certificate;~~

~~(d)(2) eaves or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~

Dated *23rd October, 1969.*

Signature *Stanley John Weatherby.*

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date *19. 1. 1970.*

Subdivision No. *413/70.*

Council Clerk

The address for service of notices on the body corporate is: *No. 102 Oaks Avenue, DEE WHY. 2099.*

STRATA PLAN No. 4484

^(c) <i>Schedule of Unit Entitlement.</i>		<i>OFFICE USE ONLY.</i>	
		<i>Current C's of T.</i>	
<i>Lot No.</i>	<i>Unit Entitlement.</i>	<i>Vol.</i>	<i>Fol.</i>
1	5	11246	106
2	5	11246	107
3	5	11246	108
4	5	11246	109
5	5	11246	110
6	4	11246	111
7	4	11246	112
8	4	11246	113
9	4	11246	114
AGGREGATE	41		

 CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 4484

FEET INCHES		METRES
8	6	2.59
50	-	15.24
165	-	50.29

SQ FT SQ M

28	2.6
32	3
35	3.3
38	3.5
516	47.9
584	50.5
664	52.4
592	55
656	61.1
693	64.4
696	64.7
703	65.3
735	68.3
797	74


Council Clerk.

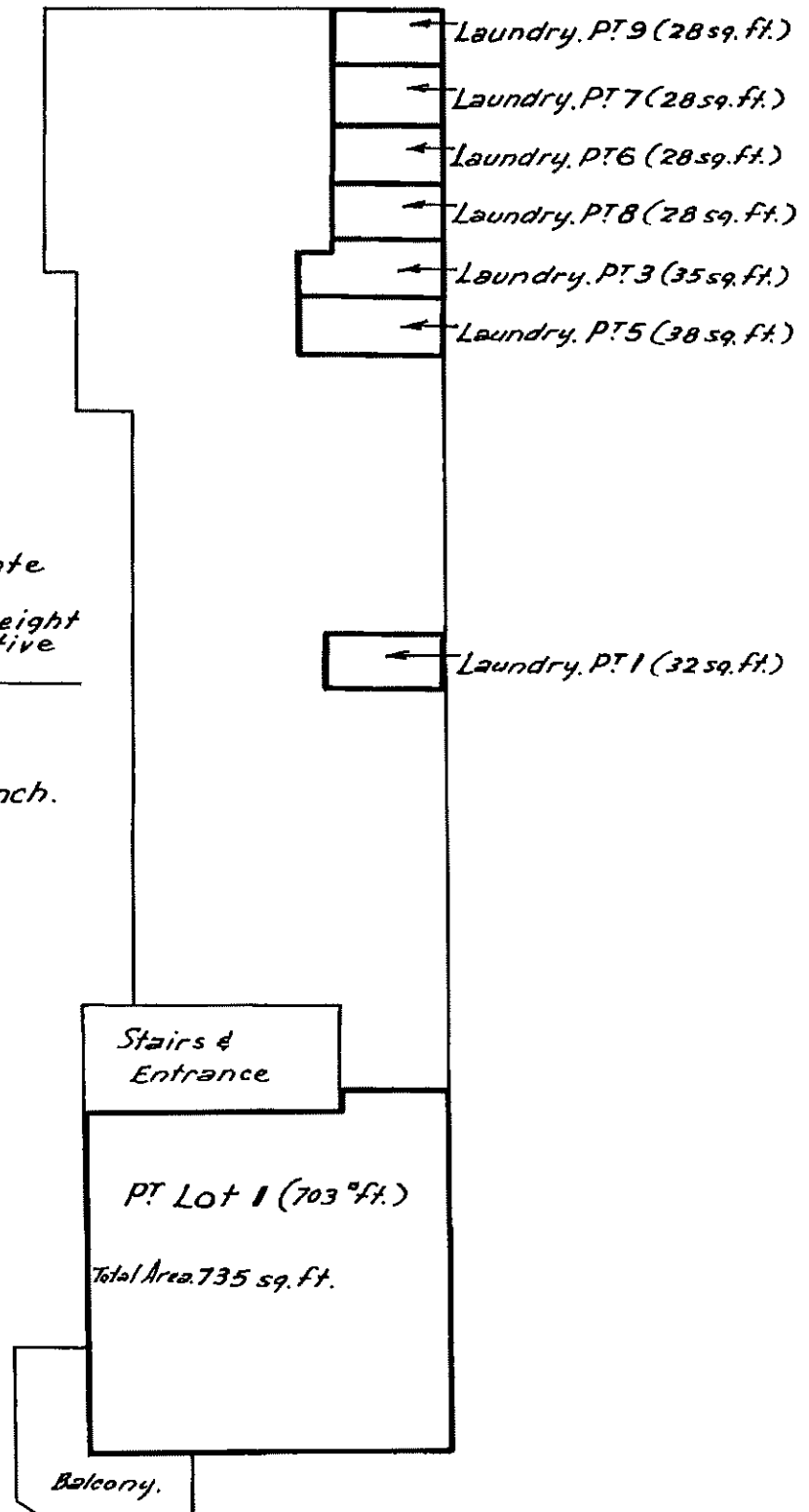
STRATA PLAN No. 4484

GROUND FLOOR.



*All areas are approximate
and include balconies.
Balconies are limited in height
to 8'6" above their respective
concrete floors.*

Scale: 10 feet to an inch.

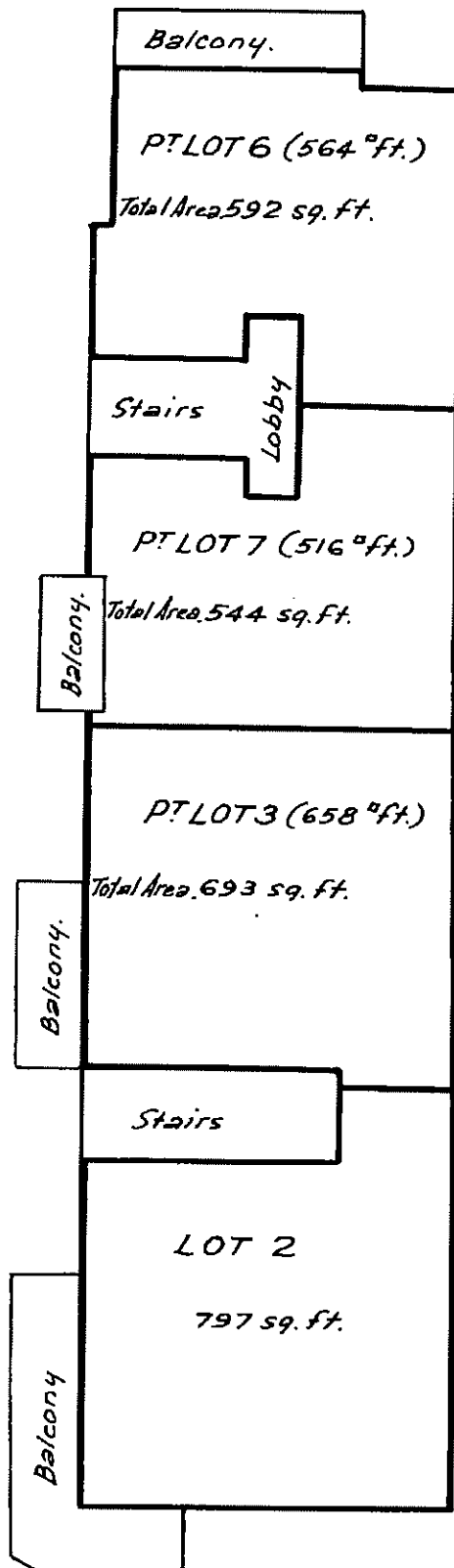



Council Clerk.

STRATA PLAN No. 4484

FIRST FLOOR.

N

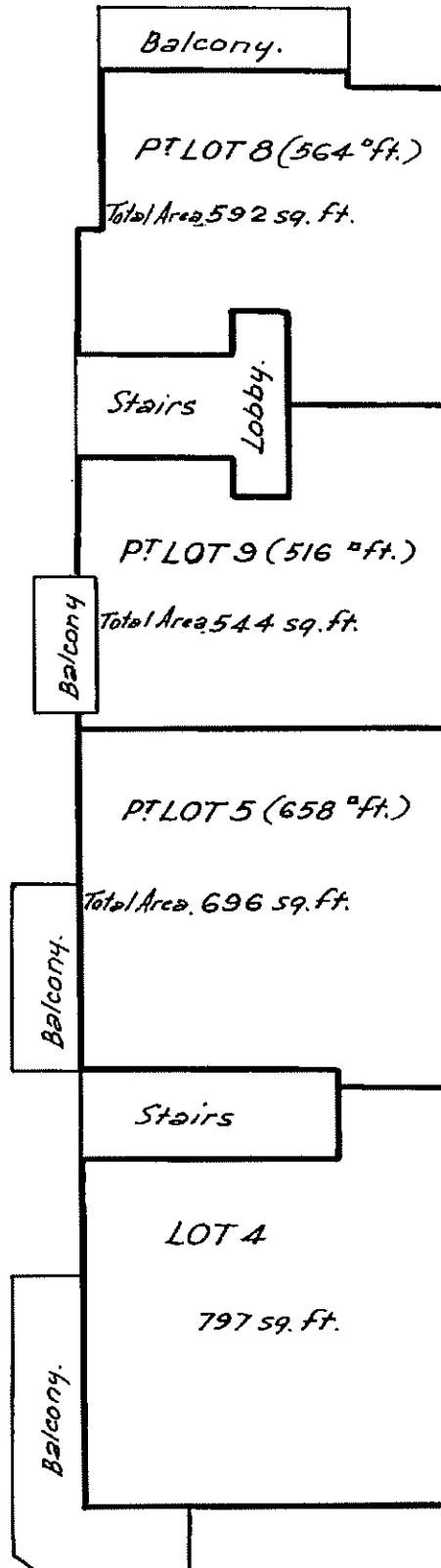



Council Clerk.

STRATA PLAN No. 4484

SECOND FLOOR.

N



Council Clerk.

Lodged by

(Name) ROBSON & CO. M. SHAW

SOLICITORS

(Address)

30 1/4 per
lot 2, Sec 8 DP 6953
at Dewby
Shire 10 ardingall
Pl. 16 only here
(Subject to loanant)

Transferor.

Edward Riley

Transferee.

A

699269

Particulars entered in the Register Book, Vol. 3156

Folio 51

the 28th day of June, 1921,
at minutes 10 o'clock
in the fore noon.

[Signature]

Registrar General



	DATE.	INITIALS.
SENT TO SURVEY BRANCH	20/5/21	WMO
RECEIVED FROM RECORDS	20	WMO
DRAFT WRITTEN	1.6.21	WMO
DRAFT EXAMINED	1.6.21	WMO
DIAGRAM COMPLETE	2/6/21	WMO
DIAGRAM EXAMINED	2	WMO
DRAFT FORWARDED	2	WMO
RETD. TO RECORDS { REQUISITN. REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	7/6/21	WMO
DEP. REGISTRAR GENERAL		

VOL 3194 FOL 237

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole sold, or formal application be made for a Certificate of the subsisting residuum.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residuum. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.D.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Edward Riley

WHO IS PERSONALLY KNOWN TO ME

[Handwritten signature of Edward Riley]

Edward Riley
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

JAMES HAY of 69 Bourke Street Melbourne in the State of Victoria Commissioner of the Salvation Army do hereby make the following Statement under and by virtue of Section 160 of the Conveyancing Act 1919:—

1. I am the Attorney of William Bramwell Booth of London in England acting under Power of Attorney bearing date the Fourth day of September One thousand nine hundred and Twelve for use in the State of New South Wales a copy whereof has been filed in the Land Titles Office at Sydney and Numbered 8540 by virtue of which I have executed the document mentioned in the next clause of this my Declaration.

2. At the time of executing a certain Memorandum of Transfer bearing even date herewith of a piece of land being Lot Twenty-one of Section Eight as shown on Deposited Plan Number 6953 I had not received any notice of the revocation of the said Power of Attorney by Death Lunacy Unsoundness of Mind Bankruptcy Act of the Donor or otherwise and the same is now in full force and virtue.

W.B.H.

3. The said William Bramwell Booth is now to the best of my knowledge information and belief the occupant under the Constitution and the amended constitution of the Salvation Army of the position of General of the Salvation Army and I have not at the time of making this my Declaration received any notification that the said William Bramwell Booth has vacated or been deposed from the said office.

SUBSCRIBED at *By during*
this *April 6th* day of
One thousand nine hundred and
Twenty one.

James Hay

Witness W.B.H.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
day of _____, one thousand nine hundred and
the attesting witness to this instrument, and declared that he personally knew
the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said
is his own handwriting, and that he was of
sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.
Name of Transferee.
Name of Transferee.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

D See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at *Sydney* the *6th* day of *April* in the year of our Lord one thousand nine hundred and *twenty one*

Signed in my presence by the said
William Foranwell Boore
by *his Attorney James Kay*
WHO IS PERSONALLY KNOWN TO ME

W Foranwell Boore
By his Attorney *James Kay*
Transferrer.*

Signed in my presence by
the said *Edward*
Charles Riley who is
personally known
to me.

Edward Riley

W Foranwell Boore
W Foranwell Boore

n Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Transfer
Endorsement
Certificate



A699269X

(REAL PROPERTY ACT, 1900)



Name, residence, occupation, or other designation, in full of transferor:

I, WILLIAM BRAMWELL BOOTH of London in England
General of the Salvation Army

99269

If a less estate, strike out "in fee simple," and interline the required alteration.

All subsisting encumbrances must be noted hereon. (See page 2.)

If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of **EIGHTY ONE**

POUNDS FIVE SHILLINGS

(£81. 5. 0)

Name, residence, occupation, or other designation, in full of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by **EDWARD CHARLES RILEY** of Sydney Clerk AND IN CONSIDERATION of the sum of **EIGHTY-ONE POUNDS FIVE SHILLINGS** paid to the said **Edward Charles Riley** by **Edward Riley** of Sydney Member of the House of Representatives

the receipt whereof I hereby acknowledge, of which respective sums is hereby acknowledged

If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said **Edward Riley**

Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

Parish or town and county.

situate in the shire of Warringah, Parish of Manly Cove and County of Cumberland

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title."

being **part** of the land comprised in **Certificate of Title**

Strike out if not appropriate.

dated **19th August 1912**

registered volume No. **2283** folio **201**

and being **Lot 21 Section 8** as shown on **Deposited Plan Number 6953** ~~and being the whole of the land shown on the said Deposited Plan~~ **AND the said EDWARD RILEY for himself his heirs executors administrators transferees and assigns and so as to bind not only himself but the registered proprietors for the time being of the land hereby transferred doth hereby covenant with the said William Bramwell Booth his heirs executors and administrators that he will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquor of any kind whatsoever on the land hereby transferred or any part of the land comprised in the said Deposited Plan no. 6953 And further that he will not carry on or permit to be carried on upon the land hereby transferred or any part of the land comprised in the said Deposited Plan any noxious noisome or offensive trade occupation or business. The land to which this covenant is intended to be appurtenant and is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden hereof is the land hereby transferred and the person by whom and with whose consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or administrators or Attorney or other the General for the time being of the Salvation Army his heirs executors or administrators or Attorney.**
[Rule up all blanks before signing.]

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon" or "annezed hereto" or "described as follows: viz.": Any annexure must be signed by the parties and their signatures witnessed. More also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be set red through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Crown being part of land comprised in Certificate of Title Vol 2157 Fol 57

A 1867
R 1867

Lodger Details

Lodger Code 503696B
 Name KEMPS PETERSONS LEGAL PTY LTD
 Address PO BOX K372
 HAYMARKET 1240
 Lodger Box 1W
 Email KAVITA.PRASAD@KPLG.COM.AU
 Reference 197381 - CHA -

Land Registry Document Identification

AR641076

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP4484	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP4484

Other legal entity

Meeting Date

26/09/2021

Added by-law No.

Details SPECIAL BY-LAW 2

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP4484

Signer Name MICHELLE MONICA KUMAR

Signer Organisation KEMPS PETERSONS LEGAL PTY LTD

Signer Role PRACTITIONER CERTIFIER

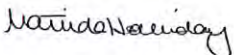
Execution Date 22/11/2021

ANNEXURE A

STRATA PLAN 4484

BY-LAWS

**102 OAKS AVENUE
DEE WHY NSW 2099**

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021
Strata Managing Agent, BCS Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

STRATA PLAN 4484

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By-law 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.

By-law 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.

By-law 3 - Obstruction of common property

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

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 18 - Notice board

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

By-law 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).

By-law 20 – Garages and car ports

The Proprietors of the lots in Strata Plan No. 4484 on the 16th day of September, 1974 were entitled pursuant to a Resolution of the Members of the Body Corporate of Strata Plan No. 4484 made on the 19th day of February, 1970 to rights of exclusive use and occupation of certain parts of the common property and those rights are hereby confirmed granting to the said Proprietors, their heirs, executors, administrators and assign a exclusive use and occupation of the several garages and/or carports set out hereunder against the respective lots:

Lot 1 - exclusive use and occupation to Garage No. 1 and Carport No. 1

Lot 2 - exclusive use and occupation to Garage No. 2

Lot 3 - exclusive use and occupation to Garage No. 3

Lot 4 - exclusive use and occupation to Garage No. 4

Lot 5 - exclusive use and occupation to Garage No. 5

Lot 6 - exclusive use and occupation to Garage No. 6

Lot 7 - exclusive use and occupation to Carport No. 7

Lot 8 - exclusive use and occupation to Carport No. 8

Lot 9 - exclusive use and occupation to Carport No. 9

The rights given to the proprietors, their heirs, executors, administrators and assigns to lease or grant a licence of such garages and/or carports, but only in conjunction with the lease or licence of the Lot corresponding to the respective garages and/or carports were confirmed.

These rights are irrevocable without the unanimous consent of the Proprietors for the time being of the lots in the said Strata Plan.

Special by-law no. 1 – Lot 6 works

A. Definitions

1. In this by-law, the following terms are defined to mean:

"**Owner**" means the current and all future owners of lot 6

"**Works**" means the altering and additions undertaken by the owner of lot 6 to facilitate the installation of a Fujitsu air conditioner model ATSA12LLC by "D&S Air Conditioning" to the common property ledge adjacent to the balcony of lot 6

2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words attributed under that Act.

B. Rights

1. Subject to the conditions in paragraph C of this by-law, the owner will have

a) A special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and

b) The exclusive use of those parts of the common property occupied by the Works

C. Conditions

1. The owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair

2. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) as required from time to time

Performance of Works

3. In performing the Works, the Owner must:

a) transport all construction materials, equipment, debris and other materials in the manner reasonably directed by the owners corporation

b) Ensure that the works are only conducted between the hours set down by the Local Council on Mondays to Fridays only, not on Saturdays, Sundays or Public Holidays;

c) Not create noise that causes unreasonable discomfort, disturbance, or interference with activities of any other occupier of the building,

d) Remove all debris resulting from the Works

Liability

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

Indemnity

5. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65 (6) in respect of any property of the Owner

Cost of works

6 The Works must be undertaken at the cost of the Owner

Licensed Contract

7. The Works shall be done in a proper and workmanlike manner and by duly licensed contractors

Right to Remedy Default

8. If the Owner falls to comply with any obligation under this by-law, THEN the owners corporation may:

a) carry out all work necessary to perform that obligation;

b) enter upon any part of the parcel to carry out that work; and

c) recover the cost of carrying out that work from the Owner

By-law 1 - Noise

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

By-law 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.

By-law 3 - Obstruction of common property

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

By-law 4 - Damage to lawns and plants on common property

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

(a) damage any 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.

By-law 5 - Damage to common property

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

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

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

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 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.

By-law 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.

By-law 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.

By-law 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 or discarded item except with the prior written approval of the owners corporation.

By-law 10 - Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:

washing includes any clothing, towel, bedding or other article of a similar type.

By-law 11 - Preservation of fire safety

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

By-law 12 - Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-law 13 - 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.

By-law 14 - Changes to floor coverings and surfaces

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

By-law 15 - 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 or another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-law 16 - Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirement for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with local council's requirements.

By-law 17 - Keeping of animals

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

By-law 18 - Appearance of lot

(1) The owner or occupier of a lot must not, without the prior 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.

By-law 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).

By-law 20 - Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 21 - Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-law 22 - Service of documents on owner of lot by owners corporation

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

Special by-law no. 2 – Lot 9 works

PART 1 GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 2 DEFINITIONS AND INTERPRETATION

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

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Building** means the building located at 102 Oaks Avenue, DEE WHY, NSW 2099.

(c) **Insurance** means:

(i) Contractors all risk insurance including public liability in the sum of \$20,000,000.00;

(ii) Insurance required under the Home Building Act 1989 (if applicable); and

(iii) Workers' compensation insurance.

(d) **Lot** means Lot 9 in Strata Plan No 4484.

(e) **Owner** means the owner of Lot 9.

(f) **Owners Corporation** means the owners corporation created by the registration of Strata Plan No 4484.

(g) **Works** means the works set out in the Schedule.

In this by-law unless the context otherwise requires, a word which denotes:

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in the by-law will have the same meaning as those defined in the Strata Scheme Management Act 2015; and
- (d) References in legislation includes references to amending and replacing legislation.

Part 3

CONDITIONS

Part 3.1

Before Commencement

Before commencement of the Works the Owner must:

- (a) Obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- (c) Effect and maintain insurance and provide a copy to the Owners Corporation;
- (d) The owner shall place a Notice on the Notice Board or prominent location at the building notifying building occupants in advance of the commencement of the Works;
- (e) In the event the Works are likely to create noise, the Notice must be placed no less than one week prior to the commencement of the Works and state the duration and times the Work will be carried out and the contractors name and phone number in the event there are complaints.
- (f) Pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

Part 3.2

During Construction

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) Use duly licensed employees, contractors or agents to conduct the Works;
- (b) Ensure that the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) Use reasonable endeavours to cause as little disruption as possible;
- (d) Perform the Works during times reasonably approved by the Owners Corporation or as set out in the legislation;
- (e) Perform the Works within a period of four (4) weeks from approval of the By-Law or such other period as reasonably approved by the Owners Corporation;
- (f) Transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(g) Protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(h) Keep clean the common property and promptly remove all rubbish as a result of the renovations works.

(i) Ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify the interference or damage within a reasonable period of time;

(j) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(k) Not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Part 3.3

After Construction

After the Works have been completed the Owner must without reasonable delay:

(a) Notify the Owners Corporation that the Works have been completed;

(b) Notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;

(c) Provide the Owners Corporation with a copy of any certificate or certification required by any Authority to approve the Works;

(d) Provide the Owners Corporation with certification from suitable qualified trade(s) approved by the Owners Corporation that the Work or Works required to rectify any damage to a lot or common property have been completed in accordance with the terms of this by-law;

(e) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;

(f) The Owners Corporation's rights to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) – (e) immediately above have been complied with; and

(g) Pay the Owners Corporation's reasonable costs of implementing this by-law.

Part 3.4

Enduring Rights and Obligations

The Owner:

(a) Must maintain and upkeep the Works;

(b) Must maintain and upkeep those parts of the common property in contact with the Works;

(c) Remains liable for any damage to a lot or common property arising out of the Works;

(d) Must indemnify the Owners Corporation and/or any lot owner against any costs or losses arising out of the Works including the costs of a defects survey (if required) for the common property and neighbouring units of the proposed works, and without limitation of any liability.

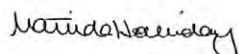
SCHEDULE

BUILDING WORKS, FIXTURES AND FITTINGS AUTHORISED IN THIS BY-LAW

The following building works and only those building works are the subject of approval under this by-law:

- (a) Stripping of the wall;
- (b) Removal of carpet in Lounge room and tiles in kitchen;
- (c) Removal of rubbish;
- (d) Installation of 8mm laminate flooring in lounge room and kitchen;
- (e) Installation of 2mm Ultra Green underlay with AAAC 5 star rating in lounge room and kitchen;
- (f) Removal of wall between kitchen and lounge room;
- (g) Installation of new timber beam to be placed above the existing ceiling between the kitchen and lounge room,
- (h) Re-rendering of the walls;
- (i) Waterproofing of the walls and floor as to AS Standards;

The seal of The Owners – Strata Plan No. 4484
was affixed on 16 November 2021
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021
Strata Managing Agent, BCS Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

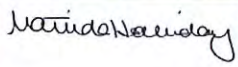
(A) TORRENS TITLE	For the common property CP/SP 4484		
	Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN:136319 KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	
(B) LODGED BY		Reference: FILE NO: 197381 - CHA	

- (C) The Owners-Strata Plan No. 4484 certify that a special resolution was passed on 26/09/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 2
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 4484 was affixed on 16/11/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Electronic signature of me, Matilda Halliday affixed by me on 16/11/2021
Licenced Strata Managing Agent, BCS Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

1. This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).
2. I have confirmed the persons identity using an identification document and the document I relied on was a Passport.



Electronic signature of me, Michelle Monica Kumar affixed by me on 16/11/2021
Solicitor, Kamps Petersons Legal Pty Ltd

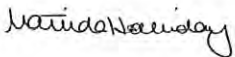
ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 4484 was affixed on 16 November 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021
Strata Managing Agent, BCS Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

Approved Form 10

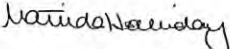
Certificate re Initial Period

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

that the initial period has expired.

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

The seal of The Owners – Strata Plan No. 4484
was affixed on 16 November 2021
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.


Signature: 

Electronic signature of me, Matilda Halliday affixed by me on 16 November 2021
Strata Managing Agent, BCS Strata Management Pty Ltd [Licence No. 20159764]

in the presence of an authorised witness, who states:

I, Michelle Monica Kumar, as a witness, certify the following matters:

- 1 This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).
- 2 I have confirmed the person's identity using an identification document and the document I relied on was a Passport.

Signature: 

Electronic signature of me, Michelle Monica Kumar affixed by me on 16 November 2021
Solicitor, Kemps Petersons Legal Pty Ltd

Lodger Details		<div>Land Registry Document Identification</div> <div>AT376975</div> <div>STAMP DUTY:</div>
Lodger Code	503696B	
Name	KEMPS PETERSONS LEGAL PTY LTD	
Address	PO BOX K372 HAYMARKET 1240	
Lodger Box	1W	
Email	KAVITA.PRASAD@KPLG.COM.AU	
Reference	219181 - LOT 8	

Consolidation/Change of By-laws

Jurisdiction	NEW SOUTH WALES
Privacy Collection Statement The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.	

Land Title Reference	Part Land Affected?	Land Description
CP/SP4484	N	

Owners Corporation
THE OWNERS - STRATA PLAN NO. SP4484
Other legal entity

Meeting Date
08/08/2023

Repealed by-law No.	
Details	NOT APPLICABLE
Added by-law No.	
Details	SPECIAL BY-LAW 3
Amended by-law No.	
Details	NOT APPLICABLE

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

Attachment
 See attached Conditions and Provisions
 See attached Approved forms

Execution
 The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
 The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
 The Certifier has retained the evidence supporting this Registry Instrument or Document.
 The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.


Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP4484
Signer Name	MICHELLE MONICA KUMAR
Signer Organisation	KEMPS PETERSONS LEGAL PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	23/08/2023

ANNEXURE A

STRATA PLAN 4484

BY-LAWS

The seal of The Owners – Strata Plan No. 4484
was affixed on 23 August 2023
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,
affixed by me, or at my direction, on 23 August 2023

Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
BCS Strata Management P/L



STRATA PLAN 4484

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By-law 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.

By-law 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.

By-law 3 - Obstruction of common property

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

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 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.

By-law 18 - Notice board

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

By-law 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).

By-law 20 – Garages and car ports

The Proprietors of the lots in Strata Plan No. 4484 on the 16th day of September, 1974 were entitled pursuant to a Resolution of the Members of the Body Corporate of Strata Plan No. 4484 made on the 19th day of February, 1970 to rights of exclusive use and occupation of certain parts of the common property and those rights are hereby confirmed granting to the said Proprietors, their heirs, executors, administrators and assign a exclusive use and occupation of the several garages and/or carports set out hereunder against the respective lots:

Lot 1 - exclusive use and occupation to Garage No. 1 and Carport No. 1

Lot 2 - exclusive use and occupation to Garage No. 2

Lot 3 - exclusive use and occupation to Garage No. 3

Lot 4 - exclusive use and occupation to Garage No. 4

Lot 5 - exclusive use and occupation to Garage No. 5

Lot 6 - exclusive use and occupation to Garage No. 6

Lot 7 - exclusive use and occupation to Carport No. 7

Lot 8 - exclusive use and occupation to Carport No. 8

Lot 9 - exclusive use and occupation to Carport No. 9

The rights given to the proprietors, their heirs, executors, administrators and assigns to lease or grant a licence of such garages and/or carports, but only in conjunction with the lease or licence of the Lot corresponding to the respective garages and/or carports were confirmed.

These rights are irrevocable without the unanimous consent of the Proprietors for the time being of the lots in the said Strata Plan.

Special by-law no. 1 – Lot 6 works

A. Definitions

1. In this by-law, the following terms are defined to mean:

"**Owner**" means the current and all future owners of lot 6

"**Works**" means the altering and additions undertaken by the owner of lot 6 to facilitate the installation of a Fujitsu air conditioner model ATSA12LLC by "D&S Air Conditioning" to the common property ledge adjacent to the balcony of lot 6

2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words attributed under that Act.

B. Rights

1. Subject to the conditions in paragraph C of this by-law, the owner will have

a) A special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and

b) The exclusive use of those parts of the common property occupied by the Works

C. Conditions

1. The owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair

2. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works (or any part of them) as required from time to time

Performance of Works

3. In performing the Works, the Owner must:

a) transport all construction materials, equipment, debris and other materials in the manner reasonably directed by the owners corporation

b) Ensure that the works are only conducted between the hours set down by the Local Council on Mondays to Fridays only, not on Saturdays, Sundays or Public Holidays;

c) Not create noise that causes unreasonable discomfort, disturbance, or interference with activities of any other occupier of the building,

d) Remove all debris resulting from the Works

Liability

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

Indemnity

5. The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65 (6) in respect of any property of the Owner

Cost of works

6 The Works must be undertaken at the cost of the Owner

Licensed Contract

7. The Works shall be done in a proper and workmanlike manner and by duly licensed contractors

Right to Remedy Default

8. If the Owner falls to comply with any obligation under this by-law, THEN the owners corporation may:

a) carry out all work necessary to perform that obligation;

b) enter upon any part of the parcel to carry out that work; and

c) recover the cost of carrying out that work from the Owner

By-law 1 - Noise

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

By-law 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.

By-law 3 - Obstruction of common property

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

By-law 4 - Damage to lawns and plants on common property

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

- (a) damage any 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.

By-law 5 - Damage to common property

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

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 62 of the Act, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 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.

By-law 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.

By-law 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.

By-law 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 or discarded item except with the prior written approval of the owners corporation.

By-law 10 - Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

(3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

(4) In this clause:

washing includes any clothing, towel, bedding or other article of a similar type.

By-law 11 - Preservation of fire safety

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

By-law 12 - Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

By-law 13 - 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.

By-law 14 - Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in the increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

By-law 15 - 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 or another lot.

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

By-law 16 - Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirement for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with local council's requirements.

By-law 17 - Keeping of animals

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

By-law 18 - Appearance of lot

(1) The owner or occupier of a lot must not, without the prior 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.

By-law 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).

By-law 20 - Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By-law 21 - Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-law 22 - Service of documents on owner of lot by owners corporation

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

Special by-law no. 2 – Lot 9 works

PART 1 GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 2 DEFINITIONS AND INTERPRETATION

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

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Building** means the building located at 102 Oaks Avenue, DEE WHY, NSW 2099.

(c) **Insurance** means:

- (i) Contractors all risk insurance including public liability in the sum of \$20,000,000.00;
- (ii) Insurance required under the Home Building Act 1989 (if applicable); and
- (iii) Workers' compensation insurance.

(d) **Lot** means Lot 9 in Strata Plan No 4484.

(e) **Owner** means the owner of Lot 9.

(f) **Owners Corporation** means the owners corporation created by the registration of Strata Plan No 4484.

(g) **Works** means the works set out in the Schedule.

In this by-law unless the context otherwise requires, a word which denotes:

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other gender;
- (c) Any terms in the by-law will have the same meaning as those defined in the Strata Scheme Management Act 2015; and
- (d) References in legislation includes references to amending and replacing legislation.

Part 3 CONDITIONS

Part 3.1 Before Commencement

Before commencement of the Works the Owner must:

- (a) Obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- (c) Effect and maintain insurance and provide a copy to the Owners Corporation;
- (d) The owner shall place a Notice on the Notice Board or prominent location at the building notifying building occupants in advance of the commencement of the Works;
- (e) In the event the Works are likely to create noise, the Notice must be placed no less than one week prior to the commencement of the Works and state the duration and times the Work will be carried out and the contractors name and phone number in the event there are complaints.
- (f) Pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

Part 3.2 During Construction

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) Use duly licensed employees, contractors or agents to conduct the Works;
- (b) Ensure that the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) Use reasonable endeavours to cause as little disruption as possible;
- (d) Perform the Works during times reasonably approved by the Owners Corporation or as set out in the legislation;
- (e) Perform the Works within a period of four (4) weeks from approval of the By-Law or such other period as reasonably approved by the Owners Corporation;
- (f) Transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

(g) Protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(h) Keep clean the common property and promptly remove all rubbish as a result of the renovations works.

(i) Ensure that the works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify the interference or damage within a reasonable period of time;

(j) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

(k) Not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Part 3.3

After Construction

After the Works have been completed the Owner must without reasonable delay:

(a) Notify the Owners Corporation that the Works have been completed;

(b) Notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;

(c) Provide the Owners Corporation with a copy of any certificate or certification required by any Authority to approve the Works;

(d) Provide the Owners Corporation with certification from suitable qualified trade(s) approved by the Owners Corporation that the Work or Works required to rectify any damage to a lot or common property have been completed in accordance with the terms of this by-law;

(e) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;

(f) The Owners Corporation's rights to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) – (e) immediately above have been complied with; and

(g) Pay the Owners Corporation's reasonable costs of implementing this by-law.

Part 3.4

Enduring Rights and Obligations

The Owner:

(a) Must maintain and upkeep the Works;

(b) Must maintain and upkeep those parts of the common property in contact with the Works;

(c) Remains liable for any damage to a lot or common property arising out of the Works;

(d) Must indemnify the Owners Corporation and/or any lot owner against any costs or losses arising out of the Works including the costs of a defects survey (if required) for the common property and neighbouring units of the proposed works, and without limitation of any liability.

SCHEDULE BUILDING WORKS, FIXTURES AND FITTINGS AUTHORISED IN THIS BY-LAW

The following building works and only those building works are the subject of approval under this by-law:

- (a) Stripping of the wall;
- (b) Removal of carpet in Lounge room and tiles in kitchen;
- (c) Removal of rubbish;
- (d) Installation of 8mm laminate flooring in lounge room and kitchen;
- (e) Installation of 2mm Ultra Green underlay with AAAC 5 star rating in lounge room and kitchen;
- (f) Removal of wall between kitchen and lounge room;
- (g) Installation of new timber beam to be placed above the existing ceiling between the kitchen and lounge room,
- (h) Re-rendering of the walls;
- (i) Waterproofing of the walls and floor as to AS Standards;

Special by-law no. 3 – Lot 8 works

Introduction

1. Pursuant to the terms contained in this by-law, the Owner has the special privilege to undertake, perform and keep the Air-Conditioner System Works on the Lot and Common Property, and has the right of exclusive use and enjoyment of those parts in respect to the Common Property affected by those Works.
2. If there is any conflict or inconsistencies between this by-law and any other by-law affecting Strata Plan No. 4484, the terms of this by-law shall prevail.

Definitions

3. For the purposes of this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act 2015* (NSW).
- (b) "**Authority**" means any statutory, government, semi-government, public body or other body with authority over the Lot or the Building including the Council.
- (c) "**Air-Conditioner System**" means a Daikon CORA Reverse Cycle Inverter Wall Mounted Split system air-conditioning unit (Model FTXV35WVMA) comprising of but not limited to an indoor unit or evaporator, outdoor condensing unit (Model RXV35WVMA), conduit for refrigerant lines, wiring and any other associated equipment installed for the purposes of operating the air-conditioning unit;
- (d) "**Building**" means the building(s) situated at 102 Oaks Avenue, Dee Why NSW 2099.
- (e) "**Building Code of Australia**" means the meaning provided under the *Environmental Planning and Assessment 1979* (NSW).
- (f) "**Common Property**" means the Common Property in Strata Plan No. 4484.

(g) "**Council**" means Northern Beaches (Warringah) Council, or as altered since the registration of Strata Plan No. 4484.

(h) "**Development Act**" means the *Strata Schemes Development Act 2015* (NSW).

(i) "**Insurance**" means:

(i) contractors all risk insurance (including public liability insurance with a limit no less than the sum of \$10,000,000) in respect to performance of the Works;

(ii) workers compensation insurance required by the applicable legislation;

(iii) insurance required under the *Home Building Act 1989* (NSW) (where applicable); and

(iv) any other insurance required by law in connection with the Works.

(j) "**Lot**" means Lot 8 in the strata scheme created upon the registration of Strata Plan No. 4484.

(k) "**Owner**" means the registered proprietor(s) of the Lot, who provided written consent in the making of this by-law (but not excluding the provision set out in section 143(4) of the Act).

(l) "**Owners Corporation**" means The Owners – Strata Plan No. 4484.

(m) "**Strata Committee**" means the elected representatives of the Owners Corporation.

(n) "**Works**" means the Owner's installation of an Air-Conditioner System to the Lot and the Common Property to be carried out for and in accordance with:

(i) the scope of works and plans prepared by Ben Rafferty Air & Electrical Pty Limited (ABN 97 123 127 453) dated 23 June 2023, annexed to and forming part of this by-law at **Annexure A**;

and if necessary, any repair, and replacement of the works and in addition, the restoration of the Lot and Common Property damaged by the works and all of which to be conducted strictly with the provisions under this by-law.

Interpretation

4. Unless the context permits otherwise, under this by-law:

(a) any reference to Works under this by-law will include any other supplementary equipment and fittings whatsoever and all will be subjected to the provisions under this by-law;

(b) any reference to the Owner or the Owners Corporation in this by-law includes any of the Owner's or the Owners Corporation's executors, administrators, successors, permitted assigns or transferees;

(c) any terms not defined in the by-law will have the same meaning as those defined in the Act or the Development Act respectively;

(d) any reference to legislation includes any legislation amended or replaced thereunder;

(e) a word or expression that indicates one or more particular genders shall be taken to indicate every other gender; and

(f) a reference to a word or expression in the singular form includes a reference to the word or expression in the plural form and vice versa.

Requirements before commencing the Works

5. Before commencing the Works, the Owner must undertake the following:

(a) Written Consent

The Owner must provide written consent to the making of and being bound by the provisions of this by-law.

(b) Notice

Pursuant to section 152 of the Act, the Owner must provide written notice to the Owners Corporation of at least 14 days before commencing the Works if the Works involves altering the structure of the Lot. The written notice must describe the proposed alteration to the Lot.

(c) Documentation/Information required

The Owner must provide to the Owners Corporation the following documents and information before commencing the Works:

- (i) provide supporting plans, drawings, diagrams and/or photographs associated with the proposed Works, clearly identifying specifications including but not limited to equipment type, model numbers, size, weight, proposed location of the Works and any penetrations on Common Property;
- (ii) provide details of the contractors performing the Works, including any qualifications required to perform the Works;
- (iii) provide an intended timeframe to complete the Works;
- (iv) if required, provide the opinion of a qualified structural engineer that the Works will not adversely affect the structural integrity of the Building or any part thereof;
- (v) if required, provide certification that the Works will not adversely affect the integrity of waterproofing for the roof and Common Property wall;
- (vi) if required, provide certification that the Works will not adversely affect the integrity of fire safety separations;
- (vii) any other documentation or information reasonably required by the Owners Corporation or Strata Committee.

(d) Approvals

The Owner must obtain before commencing the Works:

- (i) written approval for the Works from the Owners Corporation; and
- (ii) all required approvals from any Authority for the performance of the Works and provide a copy to the Owners Corporation.

(e) Insurance

The Owner must provide before commencing the Works a certificate of currency of the Insurance policy or policies of the contractor carrying out the Works which is affected with a reputable Insurance company reasonably satisfactory to the Owners Corporation.

(f) Access

The Owner must provide the Owners Corporation's nominated representative(s) access to inspect the Lot within seventy-two (72) hours of the Owners Corporation's request to access the Lot.

Compliance with By-law

6. For the Works (if approved) to be compliant under this by-law, it must:

- (a) as is reasonably practicable be performed wholly within the Lot and the Owner must remove all debris resulting from the Works from the Building as soon as practicable and must ensure all areas of the building outside the Lot affected by the performance of the Works are kept clean and tidy throughout the performance of the Works;
- (b) be carried out in a proper and workmanlike manner by licensed contractors in compliance with the provisions of the Building Code of Australia and relevant Australian Standards and with the objective to minimise disruption or inconvenience to any owner or occupier of any other Lot;
- (c) comply with the *Home Building Act 1989* (NSW) as required;
- (d) comprise materials that are reasonably new, best-quality and suitable for the purpose for which they are used; and
- (e) be carried out substantially in accordance with the Works described in clause 3(n) and **Annexure A** of this by-law and as approved by any other relevant Authority.

Requirements during performance of Works

7. Whilst the Works are in progress, the Owner of the Lot must:

- (a) as is reasonably practicable, be performed wholly within the Lot;
- (b) use duly licensed employees, contractors or agents to conduct the Works;
- (c) be carried out in a proper and workmanlike manner by licensed contractors in compliance with the provisions of the Building Code of Australia and relevant Australian Standards and with the objective to minimise disruption or inconvenience to any owner or occupier of any other lot and to ensure that the Works are carried out expeditiously;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within seventy-two (72) hours of the Owners Corporation's request to access the Lot;
- (e) only carry out the Works between the hours of 7.00 a.m. and 8.00 p.m. Monday to Saturday, 8.00 a.m. and 8.00 p.m. on Sunday or on any public holiday, unless directed otherwise by an Authority;
- (f) provide twenty-four (24) hours notice in writing to the Owners Corporation before using any percussion tools and noisy equipment such as jack hammers by placing a notice on the Owners Corporation's noticeboard;
- (g) complete the Works within three (3) months of their commencement date. The Works may be completed earlier or later than three (3) months from the date of commencement if it is approved in writing by the Owners Corporation. The Owners Corporation may grant an extension of time for the completion period of three months if it is required by reason of any supervening event or circumstance beyond the reasonable control of the Owner;
- (h) transport over Common Property all construction materials, equipment and debris as reasonably directed by the Owners Corporation;
- (i) take reasonable precautions to protect all affected areas of the Building outside of the Lot from damage as a result of the Works;
- (j) other than as approved in this by-law, ensure that the Works do not interfere with or damage the Common Property or the property of any other lot owner. If any damage or interference is caused by the Owner, the Owner must rectify that interference or damage within a reasonable period of time after that damage or interference occurs;

(k) not vary, materially amend or increase the scope of Works approved under this by-law without first obtaining the approval in writing from the Owners Corporation and, if required, the Council;

(l) not use the Owners Corporation's garbage bins to store or transport debris, building materials, tools or equipment; and

(m) remove all debris resulting from the Works from the Building soon as practicable and must ensure all areas of the building outside the Lot affected by the performance of the Works are kept clean and tidy throughout the performance of the Works.

Requirements after completion of Works

8. After the Works have been completed, the Owner must:

(a) provide notification to the Owners Corporation of completion of the Works;

(b) provide notification to the Owners Corporation that all damage or interference to the lot and Common Property caused by the Works and which are not permitted by this by-law has been rectified;

(c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within seventy-two (72) hours of the Owners Corporation's request to access to assess compliance with this by-law or any consents provided under this by-law from time to time;

(d) if the approval of the Authority was required to carry out the Works, provide the Owners Corporation with a copy of the certificate required by the Authority to approve the Works and must provide to the Owners Corporation a copy of the certificate provided to the Authority that the Works comply with the conditions of any approval given by Authority;

(e) ensure that the contractor removes from the Lot and Common Property all debris as a result of the Works as soon as practicable.

Owner's rights and other obligations

9. The Owner:

(a) must at its own costs, pay for the Works;

(b) must not carry out any alterations or additions or undertake any works (other than Works expressly approved under this by-law);

(c) must at its own costs properly maintain and upkeep the Works the alterations and additions installed in the course of the Works (including but not limited to the fixtures and fittings installed as part of the Works) and the Common Property directly affected by the performance and upkeep of the Works in the Lot in a state of good and serviceable repair and must where necessary renew or replace it;

(d) must ensure that the installation and use of the Works comply with all statutory requirements of any Authority, by-laws, regulations, rules and any other laws currently in force which are applicable to the Works;

(e) must comply with all directions, orders and requirements of any Authority, or Tribunal or Court having jurisdiction and the reasonable directions of the Owners Corporation relating to the Works and use of the Works;

(f) remains liable for any damage or interference arising out of the performance of the Works caused to any part of the Lot or Common Property or to the property of any owner or occupier of any other lot in the strata scheme. If any damage or interference is caused by the Owner, the Owner must rectify that interference or damage within a reasonable period of time after that damage or interference has occurred;

(g) must indemnify and shall keep indemnified the Owners Corporation and each owner or occupier of any other lot in the strata scheme against any cost, loss, damage, charge or expense incurred or sustained by the Owners Corporation or the other owner or occupier as a result of or arising out of or in connection with the performance of the Works including their use;

(h) must indemnify the owners corporation against any liability incurred by the owners corporation under section 122(6) of the Act in respect of any work, or the exercise of any power of entry under section 106 or 108 of the Act for the purpose of identifying and/or rectifying any damage caused by the Works or in connection with the performance of the Works;

(i) must ensure that any water from the Air-Conditioner System is drained properly by using a drip tray or suitable balcony drainage mechanism; and

(j) must ensure that the Works and all associated equipment is in keeping with the appearance of the Building.

10. Subject to clause 9, the Owners Corporation remains liable for the proper maintenance and upkeep in a state of good and serviceable repair of the Common Property.

11. The Works will at all times remain the property of the Owner.

Owner's responsibility regarding use of the Works

12. The Owner must ensure that any part of the Air-Conditioner System does not generate noise or vibrations that interferes with the quiet enjoyment of an Owner or occupier of another Lot. For avoidance of doubt, the Air-Conditioner System must at all times operate within the maximum noise output restricted as imposed under the *Protection of the Environment (Noise Control) Regulation 2017* (NSW).

13. Pursuant to the relevant Council, the Air-Conditioner System should not be heard in a habitable room in another Lot before 8.00 a.m. and after 10.00 p.m. on weekends and public holidays and before 7.00 a.m. and after 10.00 p.m. on any other day, unless directed otherwise by any Authority.

Removal of Works

14. In the event where the Works are to be removed (wholly or partially), the Owner must restore all affected Common Property to its original condition and the provisions of Clauses 5-10 will apply.

Owners Corporation's rights and other obligations

15. The Owners Corporation retains the right to perform emergency repairs or necessary maintenance on the Common Property affected by the Works, pursuant to section 122 of the Act, and as set out in the provisions of this by-law.

Indemnity and costs

16. The Owner is responsible for the reasonable costs in preparing, consolidating and registering this by-law and enforcing this by-law (which includes legal and strata management costs).

17. Pursuant to section 120 of the Act, if the Owner fails to comply with any of the obligations under this by-law, then the Owners Corporation may:

- (a) undertake all necessary work to perform that obligation/s;
- (b) enter upon any part of the Lot to undertake that work; and
- (c) recover the costs of undertaking that work from the Owner as a debt.

Breach of this by-law

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

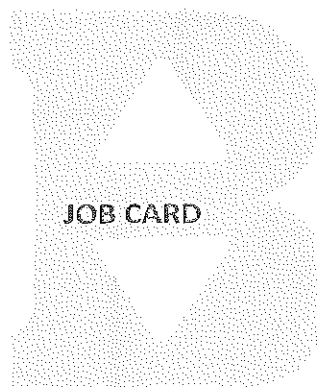
Annexure A



8/102 Oaks Avenue
Dee Why NSW 2099

Att: [REDACTED]

Email: [REDACTED]



PO Box 4058
Kogarah Bay NSW 2217
M: 0438 809 753
ABN: 97 123 127 453
Lic No:
ARC No: AU12847

DATE: 23/06/2023
JOB No: 42873 - BR

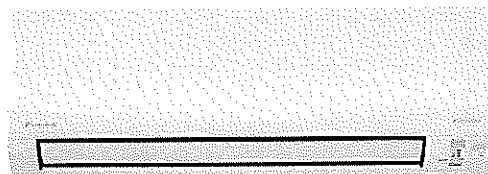
Phone:

Fax:

Mobile: [REDACTED]

Re: Air Conditioning Proposal for 8/102 Oaks Avenue, Dee Why

For the Supply and Installation of 1 only Daikin CORA
Reverse Cycle Inverter Wall Mounted Split System,
model FTXV35WVMA,
rated at 3.5 kW of cooling capacity and 3.7 kW of Heating
for the Living Area.




Indoor unit model number: FTXV35WVMA – H285 x W770 x D223

Outdoor unit model number: RXV35WVMA – H550 x W675 x D284

1. Indoor mounted at New Location – either Option A or B.
2. Outdoor mounted on Plastic Mounting Feet, on Balcony.
3. Includes Hard Wiring into a Local Power Point Circuit.
4. Includes 1 x Paper Bark Colourbond Trunking (100mm x 76mm) to conceal our Pipes and Cables between Indoor and Outdoor Units.
5. Includes 1 x 25x16mm Aussie Duct.



The seal of The Owners – Strata Plan No. 4484
was affixed on 23 August 2023
in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,
affixed by me, or at my direction, on 23 August 2023


Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
BCS Strata Management P/L



Approved Form 23

Attestation

The common seal of the Owners – Strata Plan No 4484 was affixed on 23 August 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Electronic signature of me, Angela Capri,
affixed by me, or at my direction,
on 23 August 2023

Authority: Licensed Strata Managing Agent,
[Licence No. 723973]
BCS Strata Management P/L



Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 230372
Date: 20/09/2023
Certificate No. ePLC2023/06084

Address of Property: 9/102 Oaks Avenue DEE WHY NSW 2099
Description of Property: Lot 9 SP 4484

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021

Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021

Chapters 1, 2

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

SEPP 65 – Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX)

Wholly Affected - State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

(c) 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

(d) 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.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

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

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

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008*](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D 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*.

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008*](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

- (b) 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
- (c) 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 section—

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

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

7. Land reserved for acquisition

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.

8. 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.

9. Flood related development controls

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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

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

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

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

- (a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

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

11. Bush fire prone land

The land is not bush fire prone land.

12. 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.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. 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.

16. Biodiversity Stewardship Sites

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

17. 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*).

18. 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.

19. 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).

Note—

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

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

- (1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

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.

Planning Certificate – Part 5

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the

subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Geotechnical Planning Controls

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

Coastal Erosion


Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

Coastal Hazards

Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. Please contact Northern Beaches Council for further information.

A handwritten signature in black ink, appearing to be 'SP' with a flourish.

Scott Phillips
Chief Executive Officer
20/09/2023

 Pine Lodge 102 Oaks Ave,
Dee Why 2099


ClimateIndex™ property risk rating

An assessment of the overall risk at the property from evolving climate-related perils.

Today's risk



30 year risk



[Full details
page 2](#)

Very Low **A** **B** **C** **D** **E** **F** Very High

For detailed guidance on how to address climate-related risks during a property transaction, please refer to our client care clauses which are available to download via our website [here](#).



Flooding

Today's risk



30 year risk



[Full details
page 3](#)

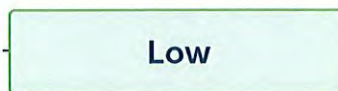


Bushfires

Today's risk



30 year risk



[Full details
page 10](#)



Coastal erosion

Today's risk



30 year risk



[Full details
page 13](#)

Next steps for consideration



Flooding

- No further action recommended prior to transaction.

Full Flooding assessment on [page 3](#)



Bushfires

- Most standard building and contents insurance policies will provide cover for bushfire (though sometimes as an optional extra).
- As is best practice, a good standard of housekeeping should be maintained at the property to minimise the risk of ember attack.
- This assessment is intended to provide an indication of the risk to property for due diligence purposes only. Clear and up to date advice on bushfire risks can be found on NSW Rural Fire Service website, which should be followed at all times.

Full Bushfires assessment on [page 10](#)



Coastal erosion

- No further actions recommended prior to transaction.

Full Coastal erosion assessment on [page 13](#)



Flooding

Groundsure has assessed flood risk by considering river, tidal and surface water flood risks.

Today

Very Low

There is very low risk of flood events occurring that could adversely affect the value, insurability, availability of finance and/or development potential of a standard property.

30 years

Very Low

When taking into account modelled changes to the climate in the region, a very low flood risk is retained at the property. As such, no significant impacts to the property transaction are anticipated.

FloodScore™ Insurance Rating

The FloodScore™ gives an indication of the potential cost of damage that could be incurred to an average property based on the flood risk. This approach is used by insurers to assess the risk and set their premiums.

FloodScore™ is calculated based on a different methodology to Groundsure's overall assessment and should be interpreted as an independent assessment as an indication of the insurability of the property.

FloodScore™ Insurance Rating

Very Low

Very Low indicates a level of flood risk that should not have any impact on the provision of flood cover for the property.

Next steps for consideration

For recommendations of next steps, please refer to Groundsure's expert analysis on [page 2](#)



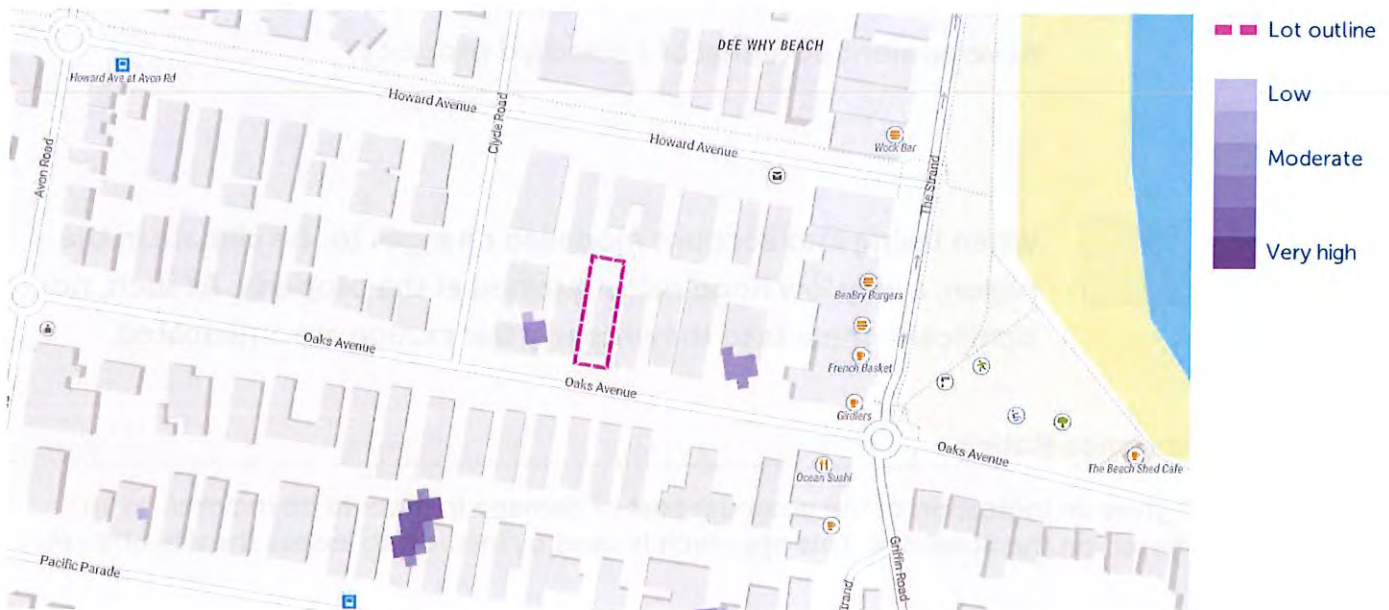


Flooding: Surface water flooding analysis

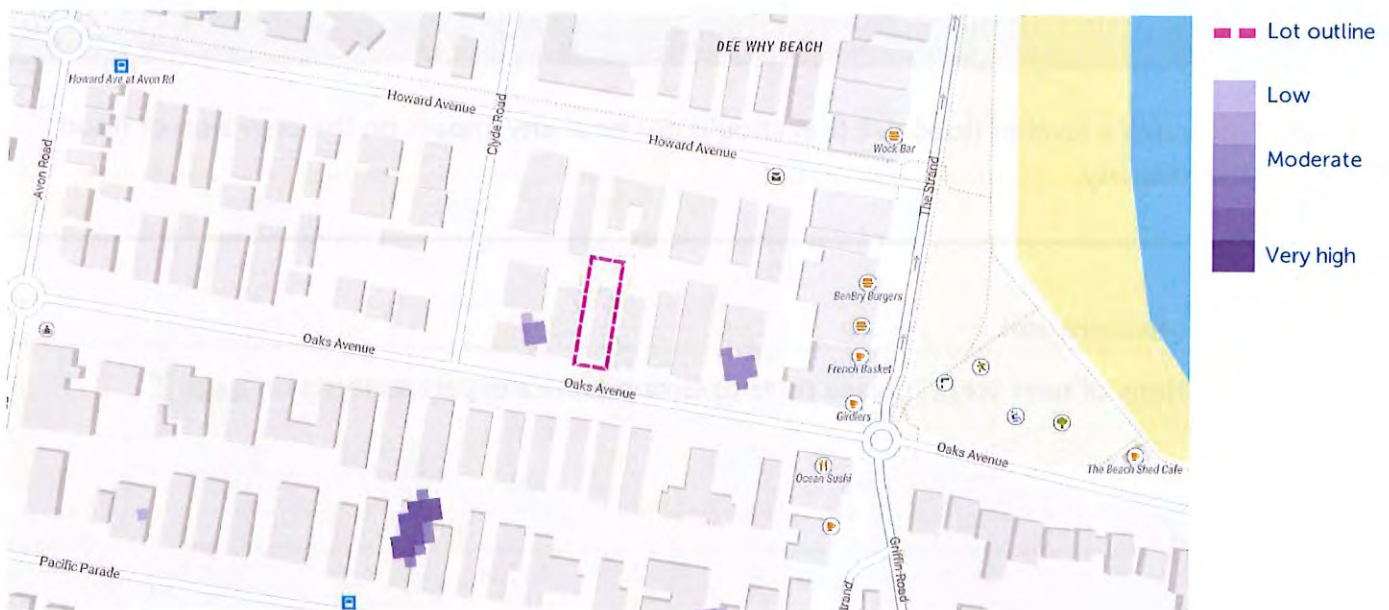
Very Low

Surface water flooding occurs when the source of the flood is from extreme rainfall, independent of an overflowing body of water.

Today's risk



30 year risk



Today

A very low risk from surface water flooding has been assessed on the property.

30 years

An assessment of very low risk from surface water flooding is retained on the property. This takes into account modelled future weather simulations associated with a climate scenario where greenhouse gas emissions continue to grow without mitigation (RCP8.5).



Flooding: River flooding analysis

Very Low

River floods occurs when the source of the flood is from a body of water that overflows, such as a river, lake or stream.

Today's risk



30 year risk



Today

A very low risk from river flooding has been assessed on the property.

30 years

An assessment of very low risk from river flooding is retained on the property. This takes into account modelled future weather simulations associated with a climate scenario where greenhouse gas emissions continue to grow without mitigation (RCP8.5).

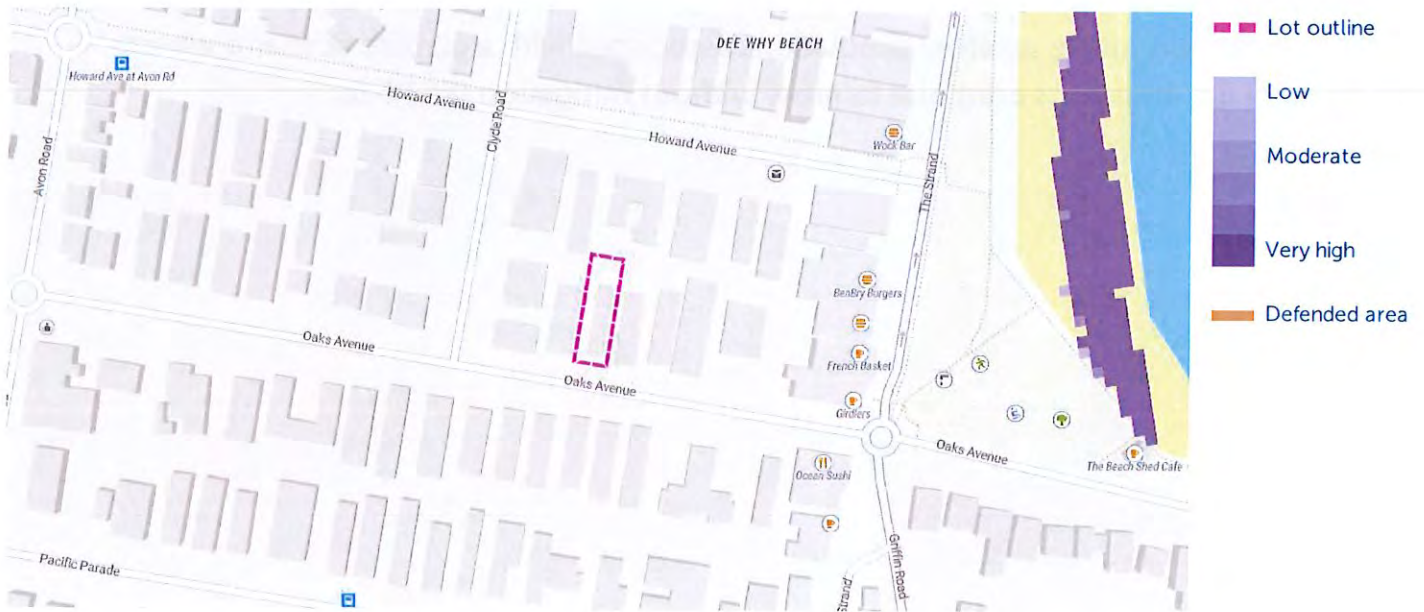


Flooding: Tidal flooding analysis

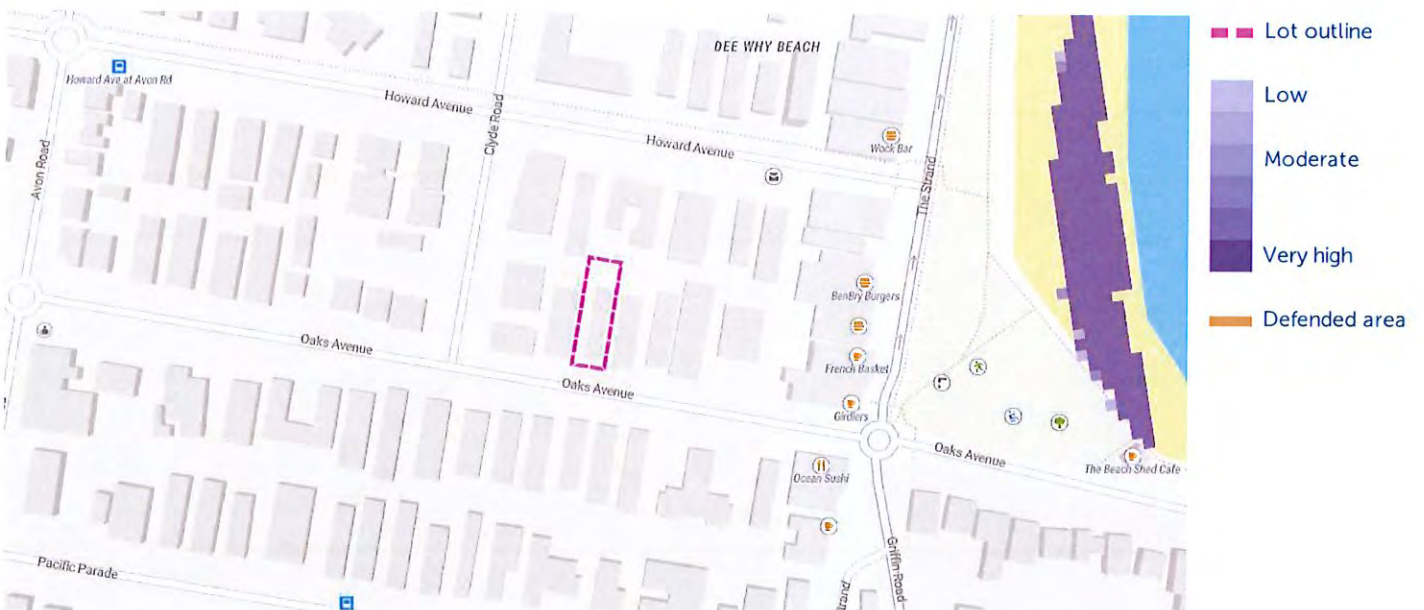
Very Low

Tidal flooding occurs when low lying land is flooding with seawater during periods of particularly high tide.

Today's risk



30 year risk



Today

A very low risk from tidal flooding has been assessed on the property.

30 years

An assessment of very low risk from tidal flooding is retained on the property. This takes into account modelled future weather simulations associated with a climate scenario where greenhouse gas emissions continue to grow without mitigation (RCP8.5).



Bushfires

Bushfires are uncontrolled fires that burn through wild vegetation such as forests and grasslands.

Our 30 year model looks at predicted weather patterns and climate change data to understand how bushfire prone land near the property site may be impacted.

The risk to the property is calculated by analysing multiple risk factors:

Bushfire prone land

Distance to bushfire prone land

Weather

Lightning history

Fire history

Urbanity

Elevation

Today

Low

There is a low risk of bushfire events occurring that could adversely affect the value, insurability, availability of finance and/or development potential of a standard property.

30 years

Low

When taking into account modelled changes in regularity and severity of fire weather in the area caused by climate change, a low bushfire risk is retained at the property.

Next steps for consideration

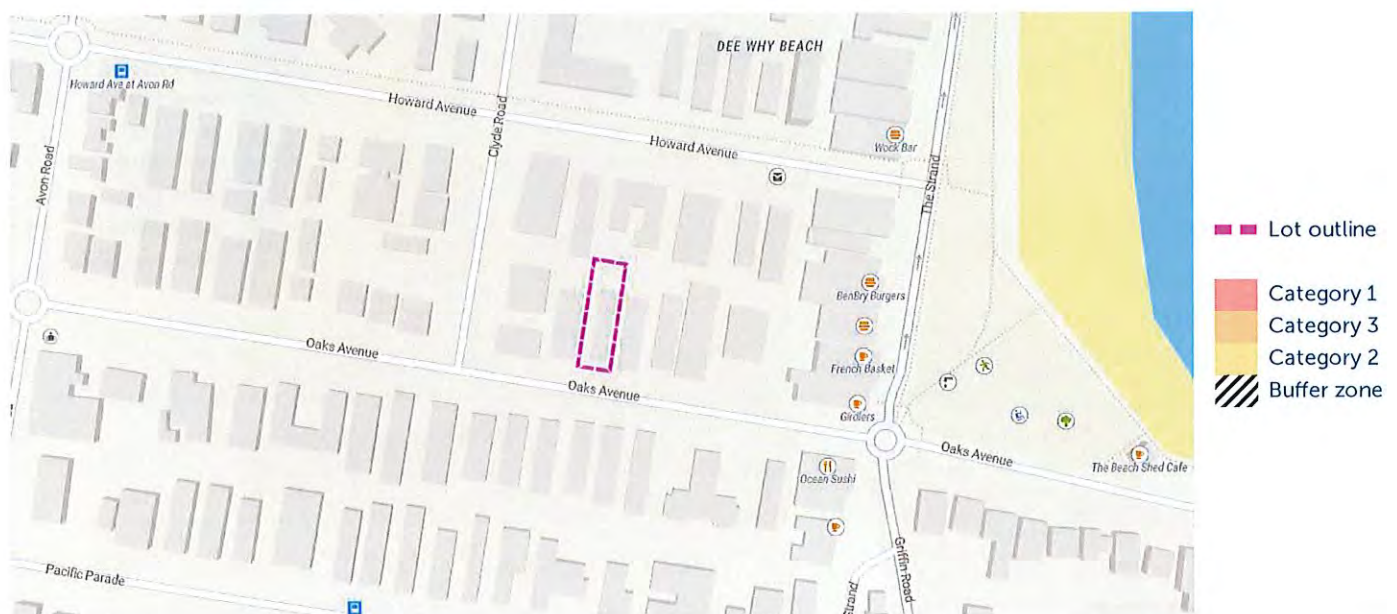
For recommendations of next steps, please refer to Groundsure's expert analysis on [page 2](#)



Bushfire prone land

Bushfire prone land (BFPL) is land that has been identified by local councils which may be affected by bushfires.

Planning for Bush Fire Protection requires certain protective measures to be met in order to make a development within BFPL less likely to suffer damage or destruction from bushfires. In order to provide adequate protection from bushfires, it may be necessary to modify the style, construction material or siting of a building. The Bushfire Attack Level (BAL) affects these construction requirements and as part of the development application process, the BAL will need to be confirmed in a written report.



The risk of bushfire is rated based on the areas of vegetation. These areas are categorised:

Category 1

The most flammable and likely to cause large fires with lots of embers.

It includes forests, woodlands, tall and short heaths, forested wetlands, and timber plantations.

Category 3

Areas of middle risk.

Includes grasslands, freshwater wetlands, semi-arid woodlands, alpine complex and arid shrub lands.

Category 2

Areas of least risk due to lower combustibility.

It includes rainforests and smaller vegetation areas.

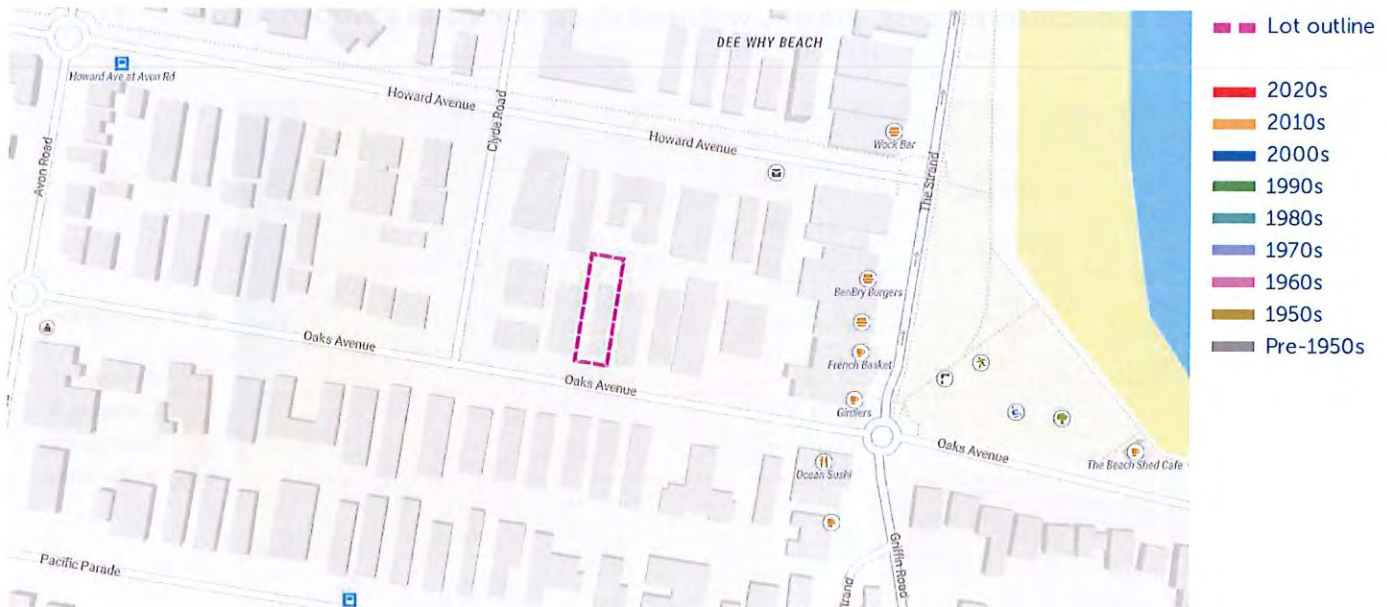
To find out more general information about bushfire prone land please visit [Bush fire prone land](#).



Fire history

The analysis of historical burns in the area helps us understand how likely it is another wildfire may occur. Below are maps of wildfires and prescribed burns (controlled fires to limit future burns) in proximity to the property boundary.

Wildfires



Prescribed burns





Coastal erosion

Coastal erosion is the breakdown and removal of coastal land, sediment, and rock due to the chemical and abrasive action of water and waves. When erosion rates are high, coastal properties can be at risk of catastrophic cliff collapse.

Our 30 year model looks at the vulnerability of the coastline given the likely impact from climate change factors such as sea level rise and increased storm activity. This could impact the erosion rates observed in the area surrounding your property.

The risk to the property is calculated by analysing multiple risk factors:

Distance to coastline

Historical erosion activity

Shoreline fabric

Shoreline form

Weather

Today

Very Low

The property is not located close enough to the coastline to be vulnerable to coastal erosion.

30 years

Very Low

The property is not located close enough to the coastline to be vulnerable to coastal erosion.

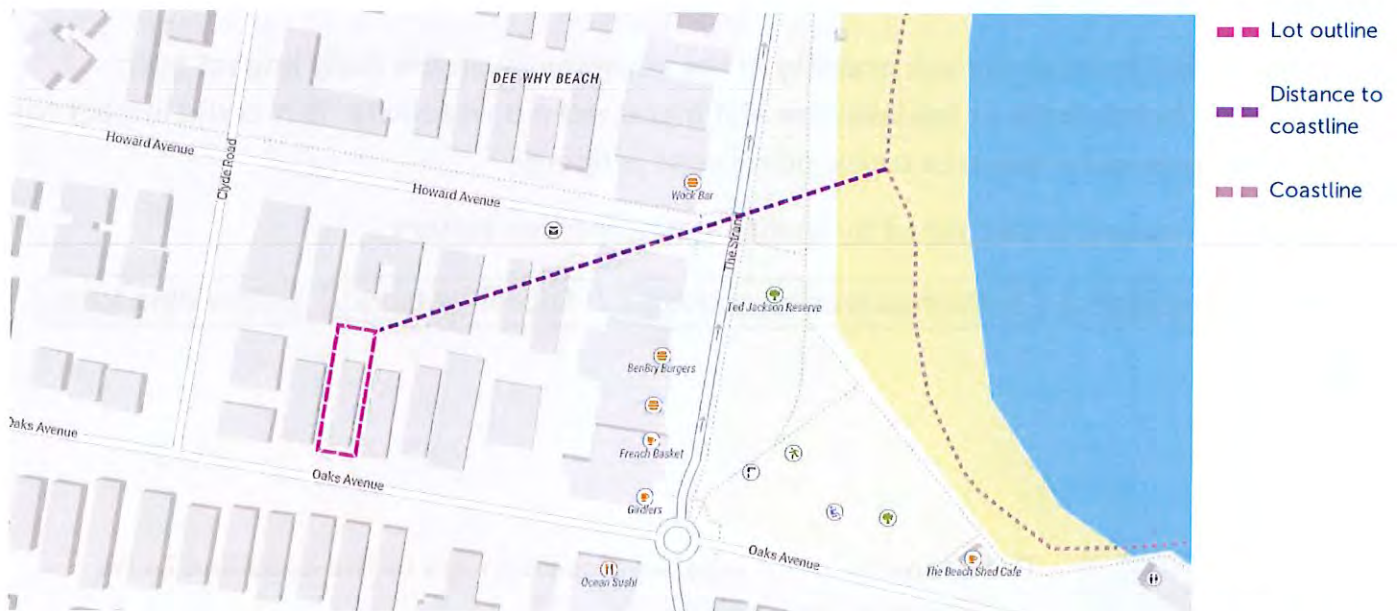
Next steps for consideration

For recommendations of next steps, please refer to Groundsure's expert analysis on [page 2](#)



Coastal erosion

Groundsure have measured this property to be **214 metres** from the coastline.



Please note, the coastline is defined by the mean high tide and may not align with the background map.

Material

The material composition of the local coastline being assessed is considered to be **more vulnerable** to accelerated coastal erosion in the future due to the impacts of ongoing climate change.

Slope

The slope of the local coastline being assessed is considered to be **more vulnerable** to accelerated coastal erosion in the future due to the impacts of ongoing climate change.

Climate impact

These impacts include the increased frequency and intensity of storms as well as rising sea levels, which have greater erosive impacts on more vulnerable shorelines.

Considering the relevant local factors of observed historic erosion rates, coastline material, coastline slope, and the property's distance to the coastline, Groundsure considers that coastal erosion presents a **very low risk** to the property today, and a **very low risk** to the property in 30 years.

We would love to hear from you!

At Groundsure we are dedicated to continually improving our products and we want to ensure that we continue to develop them in ways that best suit the needs of our clients. As such we would love it if you could take this short 5 minute survey. You will be entered into a prize draw where you could win 100 AUD worth of vouchers for a merchant of your choice! All responses will be treated in accordance with our privacy policy.

[Please click here to access the survey.](#)

General information

This report and assessments within exclusively rely on the subject property's location and extent. No consideration is given to current or planned future land use, nor any distinctions made between the land itself and any built structures.

Our ClimateIndex™ report projects the most likely changes in physical risks from flooding, bushfires, and coastal erosion based on current knowledge. Climate change can have a significant impact on property, which may increasingly be considered by lenders if you are arranging a mortgage, as well as by insurers. ClimateIndex™ provides ratings that indicate potential physical risks (loss and damage to property), which in turn could affect the future resale value of a property.

The modelling of climate change to predict its impact on a specific area is a complex and challenging subject. We utilise market-leading data in our assessments; however, this does not guarantee the manifestation or absence of these risks in the future. The methodology and input parameters will evolve over time, so the forecasted assessment should only be used as an indicator of risk based on the current modelling.

Please note that while we strive to provide accurate and reliable information, the projection of climate change impacts is subject to uncertainties and limitations inherent in such analyses. Consequently, it is important to regularly update your knowledge and consider additional factors when making decisions regarding property investments or insurance.

We recommend consulting with relevant experts and authorities to ensure a comprehensive understanding of the potential risks and their implications for your specific property.

Data liability statement

It is important to note the terms and conditions under which the report was sold, and in particular, whilst Groundsure makes every effort to ensure that data is sourced from reliable providers, it is unable to guarantee that the information is accurate, complete or up to date. Groundsure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content.

Groundsure risk assessments

Groundsure's ClimateIndex™ rating is an assessment of the property's physical risk from hazards that may be exacerbated by climate change. It considers the following hazards only:

- Surface water flooding
- River flooding
- Tidal flooding
- Bushfires
- Coastal erosion

These hazards are assessed using a prudent approach of highlighting the maximum risk present at the property. Assessments are provided for the present day and medium term (c.30 years) only.

The banding applied to a property reflects its current and future risk from the hazards identified above. If a property's banding does not change from the present day to the medium term, the property's risk profile is less likely to be affected by climate change, though risks may still be present. Any increase in the banding of a property indicates that the property has a greater potential to be affected by climate change.

ClimateIndex™ rating

We have provided a property-level ClimateIndex™ rating, which best illustrates the level of risk observed at the property:

- A - There is a low risk detected at the property, which should not impact the property transaction.
- B - There is a low to moderate risk detected at the property, which should not impact the property transaction.
- C - There is a moderate risk detected at the property, which could impact the property transaction. There is a risk to the property that you should be aware of.
- D - There is a moderate to high risk detected at the property, which could impact the property transaction. There is a risk to the property that you should be aware of.
- E - There is a high risk detected at the property, which may significantly impact the property transaction. There is a risk to the property that you should be aware of, and further assessment may be required.
- F - There is a very high risk detected at the property, which may significantly impact the property transaction. There is a risk to the property that you should be aware of, and further assessment may be required.

Risk assessments

For each of the risks of flooding, bushfires, and coastal erosion, Groundsure has provided an assessment using a 7-tier scale, which should be interpreted as follows:

- Very Low risk - There is a very minor risk detected at the property, which should not impact the property transaction.
- Low risk - There is a low risk detected at the property, which should not impact the property transaction.
- Low to moderate risk - There is a low to moderate risk detected at the property, which should not impact the property transaction.
- Moderate risk - There is a moderate risk detected at the property, which could impact the property transaction. There is a risk to the property that you should be aware of.

- Moderate to high risk - There is a moderate to high risk detected at the property, which could impact the property transaction. There is a risk to the property that you should be aware of.
- High risk - There is a high risk detected at the property, which may significantly impact the property transaction. There is a risk to the property that you should be aware of, and further assessment may be required.
- Very high risk - There is a very high risk detected at the property, which may significantly impact the property transaction. There is a risk to the property that you should be aware of, and further assessment may be required.

Climate change data

Representative Concentration Pathways (RCPs) are a set of projections of the impact of climate change under a set of assumptions about the economic, social and physical changes to our environment. These are produced using the latest UKCP18 climate prediction models. All flood models in this report utilise RCP8.5 projections which are the most commonly used and also provide the most prudent assessments based on the greater impacts of climate change.

The Special Report on Emissions Scenarios (SRES) encompasses a previous set of projections that were based on the UKCP09 climate prediction models. All bushfire impacts have been modelled using the SRES A1FI scenario, the SRES scenario most closely aligned with the RCP 8.5 scenario's emissions, atmospheric CO2 concentrations, and temperature changes throughout the 21st century. The A1FI scenario (assuming a high-coal and high-oil-and-gas future) is the most appropriate scenario to utilise in property assessments, and this also allows for the most conservative approach to assessing the risk to a property.

Limitations

Address Data - NSW Spatial Services

- Lots (Property)

The Lots NSW Cadastre data has been sourced from the State Government of NSW Department of Spatial Services (DCS) 2023 under the Creative Commons Licence. Copyright is retained by the supplier.

Basemaps - Open Street Map (OSM)

- Open Street Map (OSM)

The background mapping has been sourced from OpenStreetMap® under the Open Data Commons Database Licence. Copyright is retained by the supplier ([OpenStreetMap](https://openstreetmap.org)).

Please visit the links below for further information on our limitations, methodology, and full terms and conditions:

- groundsure.com/au-climateindex-limitations
- groundsure.com/au-climateindex-methodology
- groundsure.com/au-groundsure-australia-terms-and-conditions

Data supplier statements

Ambiental

This data is sourced from Ambiental Risk Analytics, who retain copyright over the material.

Bushfire today

The NSW Bushfire Prone Land data has been sourced from the NSW Rural Fire Service under the Creative Commons Licence. Copyright is retained by the supplier.

The NSW Fire Extent and Severity Mapping data has been sourced from the NSW Department of Planning and Environment under the Creative Commons Licence. Copyright is retained by the supplier.

The NPWS NSW Fire History data has been sourced from the NSW Department of Planning and Environment under the Creative Commons Licence. Copyright is retained by the supplier.

Bushfire 30 years

The Risk Frontiers FireAus Climate data has been sourced from Risk Frontiers Ltd. Copyright is retained by the supplier.

The NARCLiM Forest Fire Danger Index change data has been sourced from the NSW Department of Planning and Environment under the Creative Commons Licence. Copyright is retained by the supplier.

Coastal erosion today

The Australia Smartline data has been sourced from Geoscience Australia under the Creative Commons Licence. Copyright is retained by the supplier.

Coastal erosion 30 years

The DEA Coastlines data has been sourced from the Digital Earth Australia under the Creative Commons Licence. Copyright is retained by the supplier.

GNAF

The GNAF-CORE points data has been sourced from PSMA Australia Limited trading as Geoscape Australia under the Open Licence. Copyright is retained by the supplier.

Mapping

The background mapping has been sourced from OpenStreetMap® under the Open Data Commons Database Licence. Copyright is retained by the supplier.

Glossary

Term	Description
Accretion	Coastline accretion refers to the natural process by which sediments, such as sand, accumulate and build up along the coastline, leading to an expansion of the land area. It occurs through various mechanisms including wave action, tidal currents and sediment deposition, contributing to the gradual widening of the coastal zone.
Bruun rule	A formula developed in the 1950s for estimating the magnitude of retreat of a sandy shoreline in response to changes in sea level. It is commonly used to predict the impacts of sea level rise on coastal erosion rates. However, its validity has been questioned in academic literature as 'several assumptions behind the Bruun Rule are known to be false and nowhere has the Bruun Rule been adequately proven'.
Bushfire	A type of wildfire that burns through wild vegetation like woodland, scrubland, grassland or savannahs. These fires are unpredictable and difficult to control.
Bushfire prone land (BFPL)	Land that has been designated as being able to support a bush fire, or is subject to bush fire attack by the local council.
Coastal erosion	Coastal erosion refers to the gradual or sudden loss of land along a shoreline due to natural processes such as waves, tides and currents. It involves the wearing away of coastal features, such as beaches, cliffs, and dunes, and the retreat of the shoreline. Coastal erosion can result in the loss of valuable coastal ecosystems, infrastructure, and property. It is often influenced by factors like sea level rise and human activities.
Coastal Progradation	Coastal progradation refers to the natural process of landward extension or growth of a coastline over time. It occurs when sediment, such as sand or gravel, is deposited along the shoreline causing the coastline to advance seaward. Coastal progradation can be influenced by factors like sediment supply, wave energy, and sea level changes. It can result in the formation of new land, including beaches, spits, and barrier islands.

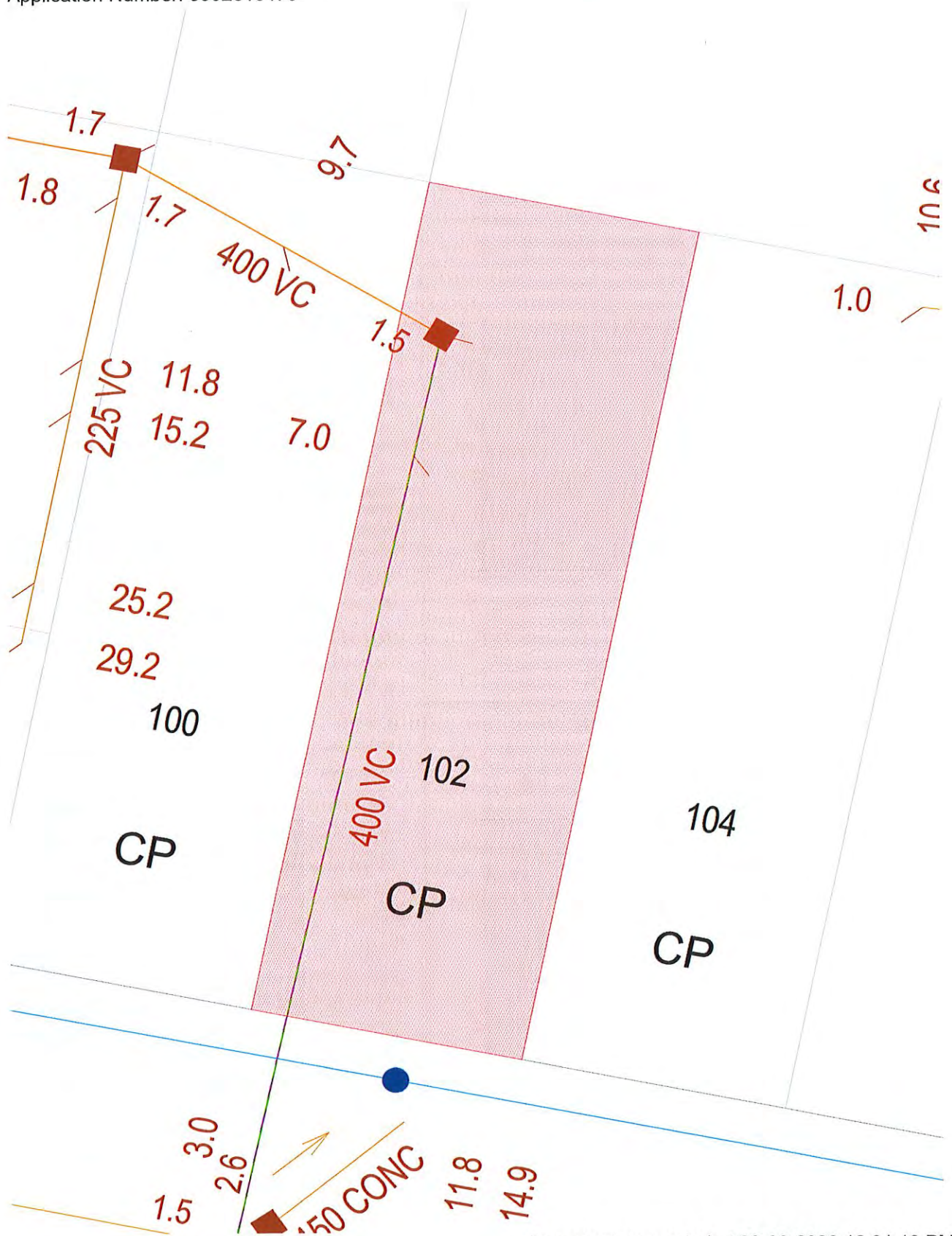
DEA	Digital Earth Australia is an initiative that harnesses satellite imagery and geospatial data to provide valuable insights into the Australian landscape. It offers a range of products and tools that enable users to monitor changes in land cover, vegetation health, water resources, and other environmental factors. Digital Earth Australia contributes to informed decision-making in areas such as agriculture, urban planning, natural resource management, and disaster response.
Elevation	In this report elevation relates to the relative height of a feature above (or below) sea level.
Fabric	The dominant material constituents of the coastline. Generally sitting on a continuum from hard to soft constituents, implying differing erodibility or mobility.
Fire history	Fire history, the ecological science of the study of the history of wildfires, is a subdiscipline of fire ecology. Patterns of forest fires in historical and prehistorical time provide information relevant to the pattern of vegetation in modern landscapes.
Flood defences	Structures such as dams and artificial channels, built to protect an area from flooding.
Flooding	Overflow of water that submerges land that is usually dry.
Form	The dominant profile and steepness of the coast, implying differing potential responses to coastal processes. Steeper coastlines are more susceptible to erosion, whereas shallow coastal profiles are more susceptible to inundation from sea-level rise.
Geomorphology	Coastline geomorphology refers to the physical features and landforms that make up the coastal area of a region. It consists of the shape, structure, and evolution of coastlines; including the formation of beaches, cliffs, spits, bays, and other coastal landforms.
Historical erosion activity	Historic loss or displacement of land, or the long-term removal of sediment and rocks along the coastline due to the action of waves, currents, tides, or other weather impacts.

Lightning history	Historic lightning event where an electric discharge took place between the atmosphere and the ground.
Lot	Tract or parcel of land owned or meant to be owned by an owner.
Merged coastline	A combination of the 2021 DEA coastline and the Smartlines coastline.
Prescribed burns	A controlled or prescribed burn, also known as hazard reduction burning, backfire, swailing, or a burn-off, is a fire set intentionally for purposes of forest management, fire suppression, farming, prairie restoration or greenhouse gas abatement.
Representative Concentration Pathways (RCPs)	A method for capturing those assumptions within a set of scenarios. The conditions of each scenario are used in the process of modelling possible future climate evolution.
Return period	A return period, also known as a recurrence interval or repeat interval, is an average time or an estimated average time between events such as, floods, landslides, or river discharge flows to occur.
River flooding	A fluvial or river flood occurs when the water level in a river, lake or stream rises and overflows onto the neighboring land.
Sediment	Sediment is a naturally occurring material composed of rock that has been broken down by processes of weathering and erosion, and is subsequently transported by the action of wind and water.
Shoreline form	A feature of land which is created by coastal erosion.
Smartlines	Geoscience Australia dataset containing data on coastlines setting and geomorphology. Smartline is a GIS line map format used for capturing diverse coastal data into a consistently classified map. It enables the creation of a detailed national coastal geomorphic map in Australia, which aids in assessing vulnerability to sea level rise and other climate change-related hazards. Smartline simplifies data assimilation and provides a user-friendly format for extracting required information quickly.

Stability	The susceptibility or sensitivity of coastal landforms to physical change (erosion and/or progradation). The stability of a coastline depends primarily on its fabric (hard or soft constituents) and secondarily on its topography/form (steep, low-lying, etc), whereas its sensitivity to inundation may depend primarily on its topography.
Storm activity	An increase in the intensity and/or frequency of storms relative to a predefined expectation.
Surface water flooding	Surface water flooding is also known as pluvial flooding. It occurs when the volume of rainfall exceeds the capacity of drains and surface water sewers and is unable to drain away through drainage systems or soak into the land, and instead flows over the land.
Tidal flooding	Tidal flooding is the temporary inundation of low-lying areas, especially streets, during exceptionally high tide events.
Urbanity	Urbanity relates to how urbanised an area is.
Wild vegetation	Natural land such as, woodland, scrubland, grassland or savannahs.
Wildfire	A large, destructive fire that spreads quickly over woodland or bush.

Service Location Print

Application Number: 8002810470



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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			

Disclaimer

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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)

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**.

Sewer Service Diagram

Application Number: 8002810469

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of **WARRINGAH**

No. **58/433**

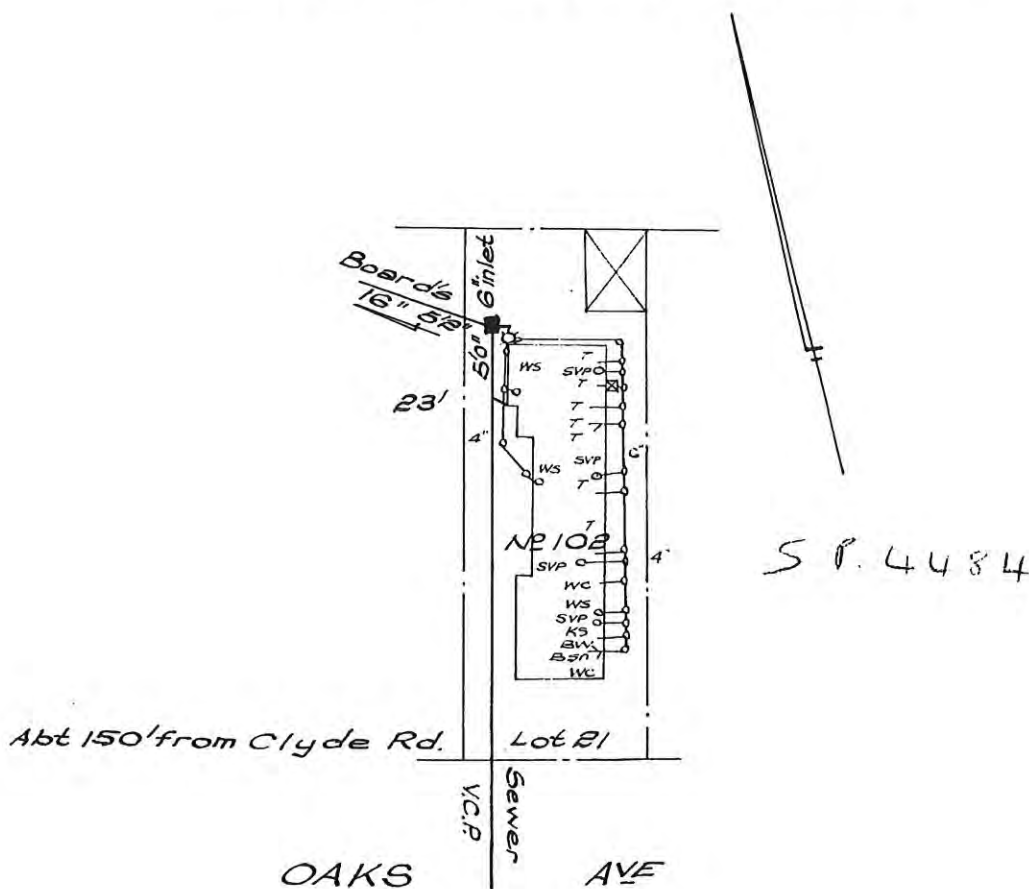
- ☐ Boundary Trap
- ☐ Pit
- ☐ G.I. Grease Interceptor
- ☐ Gully
- ☐ P.T. P. Trap
- ☐ R.S. Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- ☐ R.V. Reflux Valve
 - ☐ C.E. Cleaning Eye
 - ☐ V.P. 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. 7156		W.C.s. 19	
SHEET No. 7156		U.C.s. 19	
OFFICE USE ONLY		For Engineer House Services	
DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
Examined by	Inspector	Inspector	
Chief Inspector			
Tracing Checked			
BRANCH OFFICE		Date	
Outfall		HL	
Drainer		LL	
Plumber			
Boundary Trap is/ required			
		766/516	
		1007 000	

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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.

