

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Real Estate PO Box 1785, DEE WHY NSW 2099	Phone: 9971 9000 Fax: 9982 6446 Ref: Phil Feseha
co-agent		
vendor	Carla Anne Oliver B306/23 Roger Street, Brookvale, NSW 2100	
vendor's solicitor	Roper & Steggall 5, 61 Sydney Road, Manly NSW 2095 PO Box 15, Manly NSW 1655	Phone: 02 9977 3799 Email: thia@steggall.com.au Fax: 02 9977 1589 Ref: TK:AH:22531
date for completion	28th day after the contract date	(clause 15)
land (address, plan details and title reference)	B306/23 Roger Street, Brookvale, New South Wales 2100 Registered Plan: Lot 66 Plan SP 97298 Folio Identifier 66/SP97298	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input 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 type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input 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."

SIGNING PAGE

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 further details)

If the further 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) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Strata Real Estate Services

122 Pittwater Road, Brookvale, NSW 2100 Australia

Phone:

propertyadmin@stratares.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

306/23 ROGER ST, BROOKVALE 2100

SPECIAL CONDITIONS

AMENDMENTS TO PRINTED FORM OF CONTRACT

32. The following clauses in the printed form of contract shall be amended as follows :

- (a) Clause 2.9 deletion of the words “if each party tells the deposit holder that the deposit is to be invested” and inserting the words at the end of the clause “each party is to provide the deposit holder with their tax file numbers at the time the deposit is being invested.
- (b) Clause 7.1.1 is deleted.
- (c) Clause 8.1: deletion of the words “on reasonable grounds”
- (d) Clause 10.1.9: deletion of the word “substance” and the insertion of the word “existence” instead
- (e) Clause 23.6.1: is amended by replacing all words with “the vendor is liable for all contributions due before the contract date”.
- (f) Clause 23.6.2: is amended by replacing all words with “the purchaser is liable for all contributions due after the contract date”.
- (g) Clause 23.9.1 is deleted.
- (h) Clauses 23.13- 23.15: are deleted and the following paragraph inserted in lieu thereof:

“The vendor need not supply to the purchaser an information certificate. The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the vendor’s conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate”.

CONDITION OF PROPERTY

- 33. The purchaser hereby acknowledges that on the signing hereof he is not relying upon any warranty, undertaking or stipulation of any description whether given by the vendor or his agents or otherwise in respect of the property or any improvements erected or to be erected thereon other than such warranties, undertakings and stipulation as are expressly set out in this contract.
- 34. The purchaser hereby expressly acknowledges that he purchases the property and inclusions agreed to be sold in their present condition and state of repair and the purchaser shall not make any requisition objection or claim for compensation or require the vendor to do anything whatsoever with regard to the condition or state of repair of the said property or any of the improvements erected thereon.

CLAIM FOR COMPENSATION

- 35. Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 8 hereof and wherever the word "requisition" appears the words "or claim for compensation" to be inserted thereafter.

DEATH, BANKRUPTCY AND MENTAL ILLNESS

- 36. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included, it is agreed that if either party :-
 - (a) Being a corporation, resolves to go into liquidation or has a petition for the winding up presented or enter into any scheme of arrangement for creditors under the provisions of Part 5 of the Corporations Law (as amended) or if a

liquidator, provisional liquidator, receiver, receiver and manager or official manager is appointed in respect of either party ("the defaulting party");

- (b) Being natural person(s) dies or becomes mentally ill or has a bankruptcy petition presented against them or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors ("the defaulting party"),

then either party may by notice in writing to the defaulting party or his solicitors rescind this contract and if the defaulting party is not otherwise in default hereunder the provisions of clause 19 hereof shall apply.

REAL ESTATE AGENT

- 37. The Purchaser warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale other than a claim for commission payable pursuant to a signed agreement between the Vendor and the said Agent. This condition shall not merge on completion hereof.

COMPLETION AND SETTLEMENT

- 38.1 The Purchaser shall not be entitled to require the Vendor prior to settlement to register a discharge of any mortgage or withdrawal of any caveat affecting the property but will accept on settlement a properly executed discharge of any mortgage or a withdrawal of any caveat in registrable form as regards the subject property together with the appropriate registration fees.

NOTICE TO COMPLETE

- 39. Notwithstanding any other provision of this contract or any rule of law or equity to the contrary, the Purchaser and Vendor expressly agree that:
 - (a) Either party hereto may, after the hour of 3:00 pm on the completion date specified on page one of the terms, issue a Notice to Complete making time the essence of this contract.
 - (b) A period of fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect of the said period.
 - (c) The Purchaser will pay to the Vendor on settlement the cost of any Notice to Complete served on the Purchaser and assessed and agreed at the sum of \$440.00 and payment of that amount is an essential term of this contract.

The vendor may at any time withdraw a Notice to Complete without prejudice to the continuing rights of the vendor to give any further such notice.

INTEREST

- 40.1 Notwithstanding the provisions hereof and reserving unto the vendor all his rights in the event of the purchasers default herein should this contract not be completed by the date fixed herein for completion through no fault of the vendor the purchasers shall from that date pay interest on the balance of the Purchase Price at the rate of ten per centum per annum (10%) to be calculated from the Completion Date to and including the date of actual completion and the vendor shall not be required to complete until such interest has been paid. This is an essential term of the contract.
- 40.2 In the event that completion does not take place on the date of completion, then, in addition to any interest payable pursuant to clause 40.1, the purchaser must pay to the vendor by way of any adjustment on completion an additional amount of \$250.00 to

compensate the vendor for the additional legal costs and other expenses incurred by the vendor as a consequence of such delay.

DEPOSIT

- 41.1 The parties hereto hereby authorise the person investing the deposit to provide the relevant Investment Body with details of the Tax File Number of either or both of such parties. The said parties acknowledge that they are aware that in the event of no such Tax File Numbers being provided then tax will be deducted by the Investment Body at the statutory rate then applicable.
- 41.2 If the vendor requires the deposit to be available on completion to discharge the vendor's liabilities under any mortgage associated with the property, or for the settlement of a linked purchase matter, the purchaser agrees to authorise the deposit holder to transfer the deposit to the vendor's solicitors trust account prior to completion.

PAYMENT OF PART DEPOSIT – Less than 10%

42. In consideration of the vendors agreeing to accept an initial payment on account of the deposit of \$
on exchange of contracts the purchasers agree:
 - (a) that in any event entitling the Vendor to terminate the contract and/or keep or recover the deposit the purchasers shall immediately upon demand by the vendors pay a further amount to the deposit holder to payment of the deposit in full to ten percent (10%) of the purchase price.
 - (b) that pursuant to clause 9.1 of the word "deposit" shall mean the initial deposit paid and the further deposit payable under sub-clause (a) above.
 - (c) that clause 2.9 is amended by deleting the words "the parties equally" in line 3 and inserting in lieu the words "the vendors"

This clause shall not merge on completion and the vendors shall be entitled to sue for recovery for so much of the 10% deposit that remains outstanding as a debt due by the purchasers to the Vendors together with interest at the rate of 10% per annum from the date of the demand for such amount until the date of payment in full of the balance of the deposit and interest.

GUARANTEE IF CORPORATE PURCHASER

43. In the event that the purchaser is a company and in consideration of the vendor entering into this agreement the directors of the purchaser

.....and.....

(herein called "Guarantors") (testified by them joining in and executing this contract). hereby jointly and severally guarantee to the vendor the due and punctual observance by the purchaser of its obligations under this Agreement and indemnify the vendor from and against all losses, damages claims and expenses accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of its obligations hereunder. The guarantee provided hereunder shall be a continuing guarantee and shall not be extinguished until such time as the vendor has been satisfied as to the complete performance of this Agreement.

.....
Signature of Guarantor

.....
Signature of Guarantor

ALTERATIONS AND ADDITIONS TO THE CONTRACT

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

INTERPRETATION

45. Headings are for ease of reference only and do not affect the interpretation of this contract.
46. If there is any inconsistency between these special conditions and the printed conditions or any annexure hereto, these conditions shall apply.
47. Each clause and sub clause of the conditions of this contract shall be severable from each other clause and sub clause and the unenforceability or invalidity of any clause or sub clause shall not affect the enforceability or validity of the remaining clauses and sub clauses.

ERROR IN ADJUSTMENTS OF OUTGOINGS

48. Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable. This clause shall not merge on completion.

EXCHANGE BY EMAIL/DOCUSIGN

49. Without limiting the method by which this contract may be exchanged each party consents to any duly signed scanned or DocuSign counterpart copy of this contract being treated as an original document for the purpose of exchange.

REQUISITIONS

50. For the purpose of clause 5.1 and 5.2, the requisitions or general queries about the property of the title must be in the form of Residential Requisitions on Title, a copy which is attached hereto.

RELEASE OF DEPOSIT

51. In the event that the vendor is purchasing another property the purchaser agrees, to release to the vendor the deposit or so much of the deposit as is required for use by the vendor :
- (a) As a deposit on the purchase of another property. The vendor warrants that upon release of the deposit in accordance with the terms of this special condition such deposit will be paid only to the trust account of an estate agent or solicitor and shall not be further released without the consent of the purchaser, and/or;
 - (b) As stamp duty on the contract for property being purchased by the vendor.

COMPLETION

52. Despite any other clause in this Contract, the Vendor will not be required to complete the Contract during the period commencing 12.00pm on Friday 22nd December 2023 and ending at 9.00am Wednesday 10 January 2024 (“the Holiday Period”).

- i. A Notice to Complete under Special Condition 39 issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion earlier than the end of the Holiday Period.
- ii. Neither party may issue a Notice to Complete during the Holiday Period.
- iii. If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser under Special Condition 40 will be calculated from the completion date to the actual date of completion after the Holiday Period and shall exclude the Holiday Period.

The Purchaser shall make no requisition, delay completion, rescind or terminate this Contract because of any matter referred to in this clause.

TENANCY

53. In the event of the tenancy referred to herein being terminated prior to completion hereof and the premises becoming vacant as a result of such termination then in that event the Purchaser will make no objection requisition or claim for compensation with regard thereto and on completion will accept the property with vacant possession thereof.

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 Clause 18 of the *Property, Stock and Business Agents Regulations 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (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 subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (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.

CERTIFICATE

I,

of

certify as follows:-

- (a) I am a Solicitor currently admitted to practice in New South Wales.
- (b) 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
.....
from("the Vendor")
to("the Purchaser")
in order that there is no cooling off period in relation to the contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, i.e. there is no cooling off period under Section 66W of the Conveyancing Act in relation to the contract.

Dated:

.....

Solicitor

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **OLIVER**
Purchaser:
Property: B306/23 Roger Street, Brookvale
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 66/SP97298

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/10/2022	10:21 AM	3	24/6/2021

LAND

LOT 66 IN STRATA PLAN 97298
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

CARLA ANNE OLIVER (T AN581431)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97298
- 2 AK5448 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 3 AN581432 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 4 AR176438 MORTGAGE TO FIRST CASH FLOW SOLUTIONS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22531

PRINTED ON 21/10/2022

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Received: 21/10/2022 10:21:24



FOLIO: CP/SP97298

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/10/2022	10:21 AM	3	9/11/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97298
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP97298

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97298
ADDRESS FOR SERVICE OF DOCUMENTS:
23 ROGER STREET
BROOKVALE NSW 2100

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G620463 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S)
SHOWN SO BENEFITTED IN THE TITLE DIAGRAM AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1000708
- 3 AK5448 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 DP1213005 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 5 DP1213005 EASEMENT FOR STORMWATER DRAINAGE 1 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1213005 EASEMENT FOR STORMWATER DRAINAGE VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1213005 EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 8 DP1213005 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 9 DP1213005 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP97298

PAGE 2

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- 10 AK387534 COVENANT
- 11 DP1231615 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 12 DP1231615 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 13 AM376323 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION OF SUBSTATION PREMISES SHOWN DESIGNATED
(E) IN THE TITLE DIAGRAM. EXPIRES: 8/2/2067. OPTION OF
RENEWAL: 25 YEARS.
- 14 AN410284 POSITIVE COVENANT
- 15 AN410285 POSITIVE COVENANT
- 16 AN410286 RESTRICTION(S) ON THE USE OF LAND
- 17 DP1241234 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 18 DP1241234 RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 19 DP1244548 EASEMENT FOR SIGNAGE 0.05 METRE(S) WIDE (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 20 DP1244548 EASEMENT FOR SIGNAGE 0.05 METRE(S) WIDE (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 21 AP294787 INITIAL PERIOD EXPIRED
- 22 AR592771 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97298

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 202	2	- 160	3	- 88	4	- 80
5	- 119	6	- 122	7	- 119	8	- 126
9	- 143	10	- 127	11	- 85	12	- 54
13	- 69	14	- 88	15	- 90	16	- 143
17	- 112	18	- 102	19	- 99	20	- 100
21	- 87	22	- 100	23	- 146	24	- 146
25	- 108	26	- 77	27	- 114	28	- 99
29	- 88	30	- 89	31	- 100	32	- 100
33	- 100	34	- 81	35	- 129	36	- 139
37	- 115	38	- 103	39	- 101	40	- 102
41	- 87	42	- 103	43	- 148	44	- 150

END OF PAGE 2 - CONTINUED OVER

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PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 97298

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
45	- 109	46	- 79	47	- 82	48	- 101
49	- 101	50	- 154	51	- 105	52	- 154
53	- 103	54	- 102	55	- 102	56	- 102
57	- 105	58	- 102	59	- 131	60	- 82
61	- 101	62	- 106	63	- 128	64	- 105
65	- 119	66	- 103	67	- 108	68	- 119
69	- 112	70	- 126	71	- 149	72	- 148
73	- 108	74	- 161	75	- 133	76	- 107
77	- 124	78	- 107	79	- 108	80	- 105
81	- 109	82	- 120	83	- 114	84	- 128
85	- 151	86	- 159	87	- 107	88	- 165
89	- 8	90	- 8				

NOTATIONS

UNREGISTERED DEALINGS: NIL

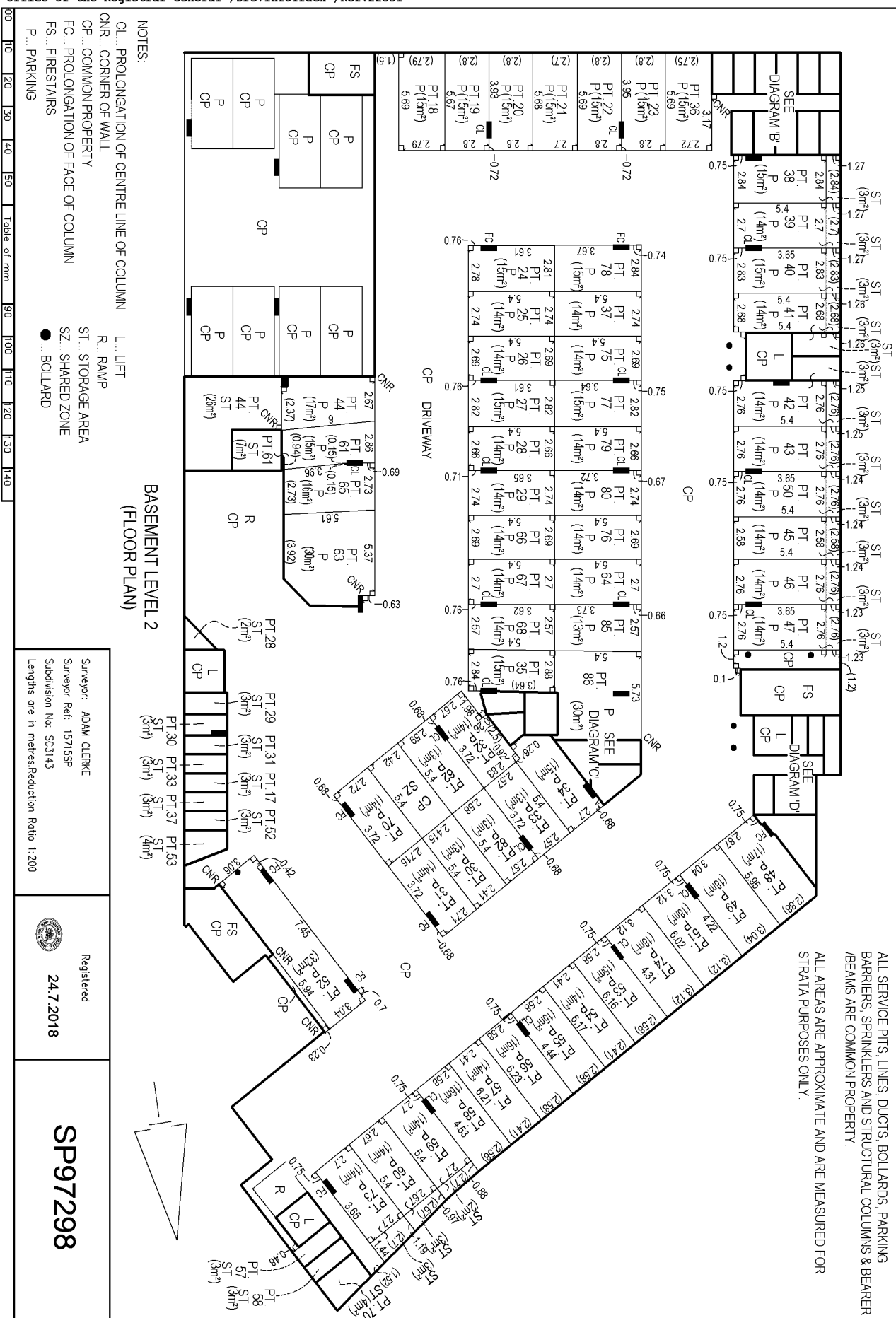
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22531

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STRATA PLAN FORM 2 (A3)

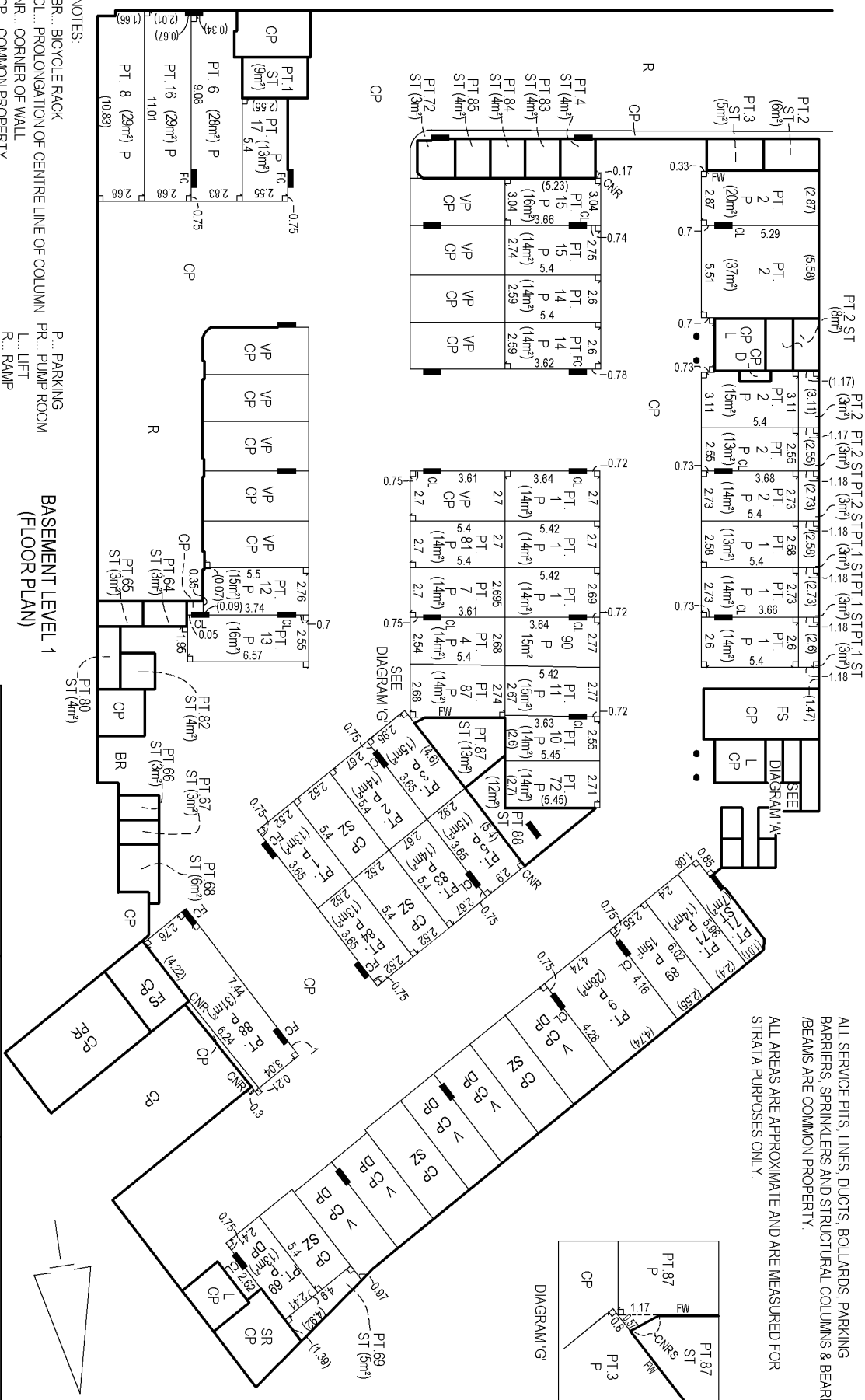
SP97298

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet No. 3 of 9 Sheets

ALL SERVICE PITS, LINES, DUCTS, BOLLARDS, PARKING BARRIERS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER /BEAMS ARE COMMON PROPERTY.
 ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.



NOTES:
 BR... BICYCLE RACK
 CL... PROLONGATION OF CENTRE LINE OF COLUMN
 CNR... CORNER OF WALL
 CP... COMMON PROPERTY
 D... DUCT
 DP... DISABLE PARKING
 FC... PROLONGATION OF FACE OF COLUMN
 FS... FIRESTAIRS
 FW... PROLONGATION OF FACE OF WALL
 L... LIFT
 P... PARKING
 PR... PUMP ROOM
 R... RAMPS
 SR... SERVICES ROOM
 ST... STORAGE AREA
 SZ... SHARE ZONE
 VP... VISITOR PARKING
 ●... BOLLARD

BASEMENT LEVEL 1
 (FLOOR PLAN)

Surveyor: ADAM CLERKE
 Surveyor Ref: 15715SP
 Subdivision No: SC3143

Registered
 24.7.2018

SP97298

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Table of mm
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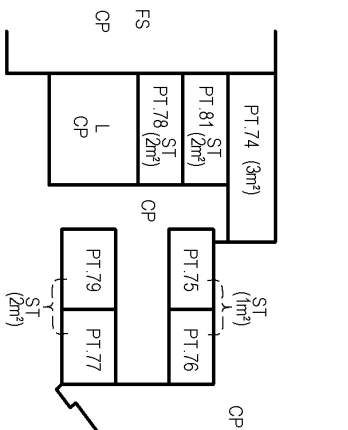


DIAGRAM 'A'

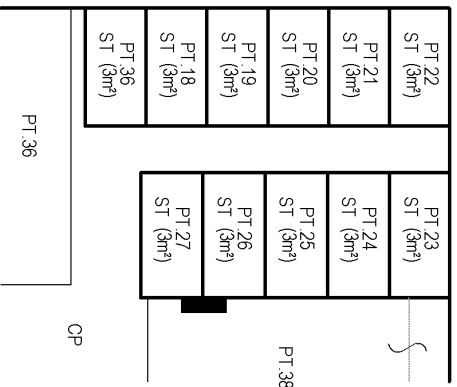


DIAGRAM 'B'

BASEMENT LEVEL 1 & 2
(FLOOR PLAN)

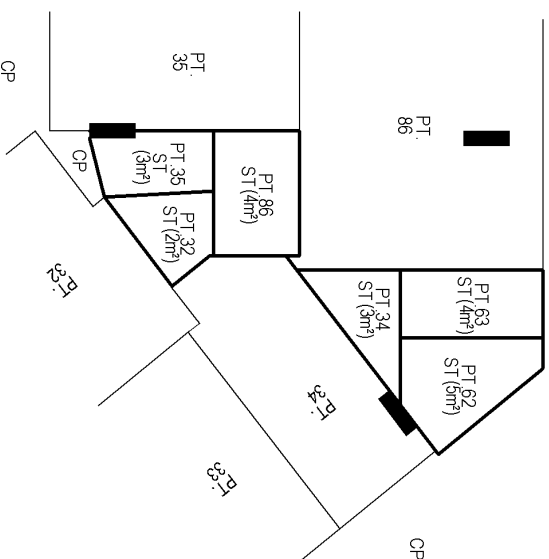


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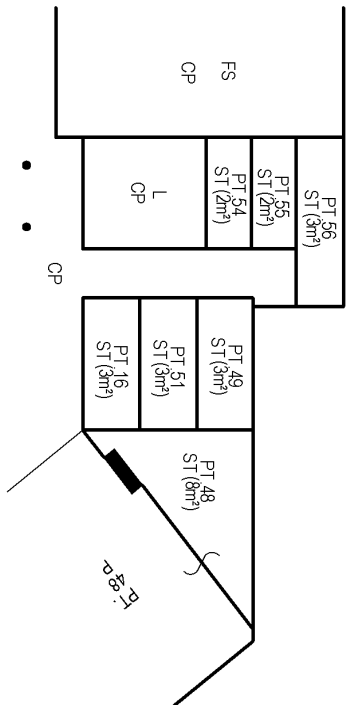


DIAGRAM 'D'

NOTES:
CP... COMMON PROPERTY
FS... FIRESTAIRS
P... PARKING
L... LIFT
ST... STORAGE AREA
●... BOLLARD

ALL SERVICE PITS, LINES, DUCTS, BOLLARDS, PARKING BARRIERS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER BEAMS ARE COMMON PROPERTY.
ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

Surveyor: ADAM CLERKE
Surveyor Ref: 15715SP
Subdivision No: SC3143
Lengths are in metres/Reduction Ratio 1:100

Registered
24.7.2018

SP97298

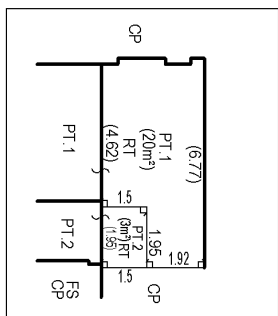


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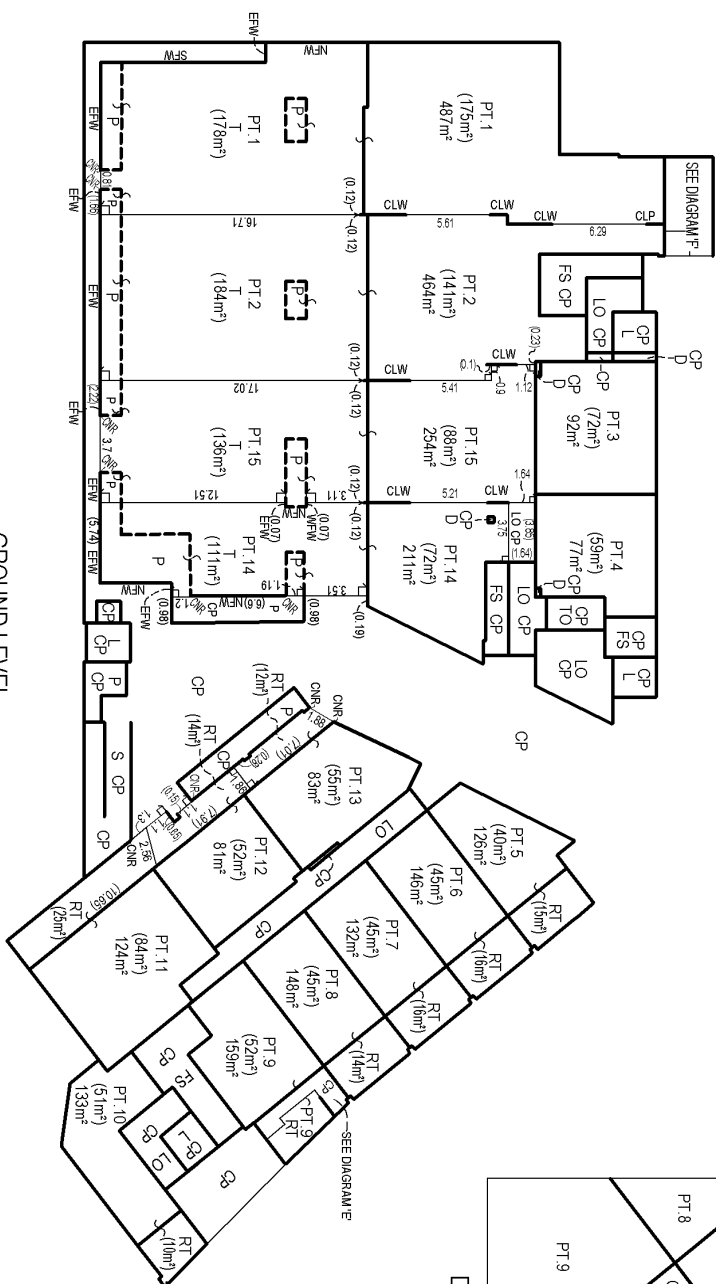


DIAGRAM 'E'

CP... COMMON PROPERTY
CLP... CENTRELINE OF PIER
CLW... CENTRELINE OF WALL
CNR... CORNER OF WALL
CNRH... CORNER OF HAND RAIL
D... DUCT
EFW... EASTERN FACE OF WALL
FS... FIRESTAIRS
L... LIFT
LO... LOBBY
NFW... NORTHERN FACE OF WALL
P... OPEN PLANTER
RT... ROOFED TERRACE
S... STAIRS
SFW... SOUTHERN FACE OF WALL
T... OPEN TERRACE
TO... TOILET
WFW... WESTERN FACE OF WALL
--- WALL FORMS PART OF THE LOT (DASHED THICK LINE)
THE STRATUM OF THE OPEN TERRACE IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
THE STRATUM OF THE OPEN PLANTER IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
FENCING, SCREENS AND HANDRAILS ARE COMMON PROPERTY.
ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.
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GROUND LEVEL
(FLOOR PLAN)



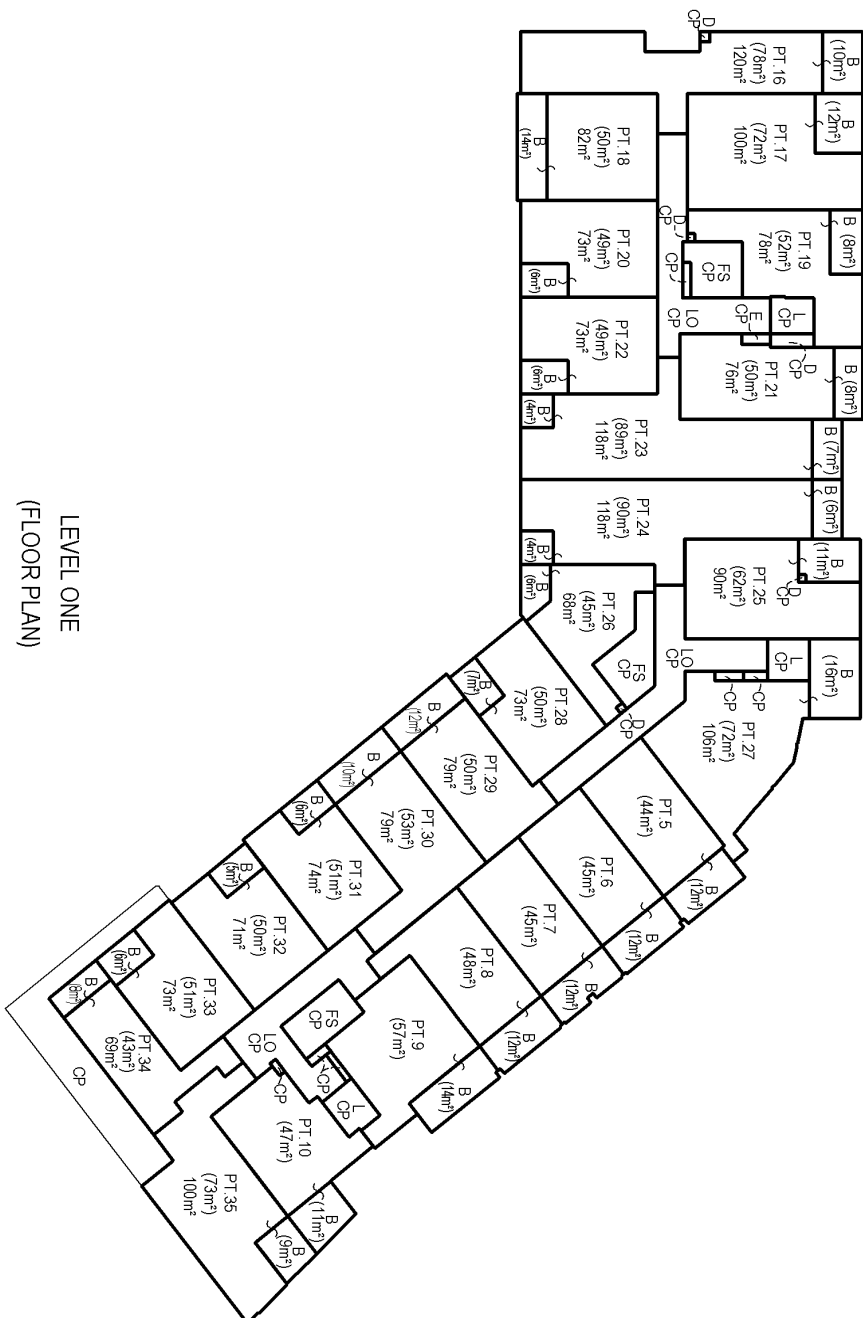
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Surveyor: ADAM CLERKE
Surveyor Ref: 15715SP
Subdivision No: SC3143
Lengths are in metres.R

Registered

24.7.2018

SP97298



LEVEL ONE
(FLOOR PLAN)

NOTES:

- B... ROOFED BALCONY
- CP... COMMON PROPERTY
- D... DUCT
- E... ELECTRICAL CLIPBOARD
- FS... FIRESTAIRS
- L... LIFT
- LO... LOBBY

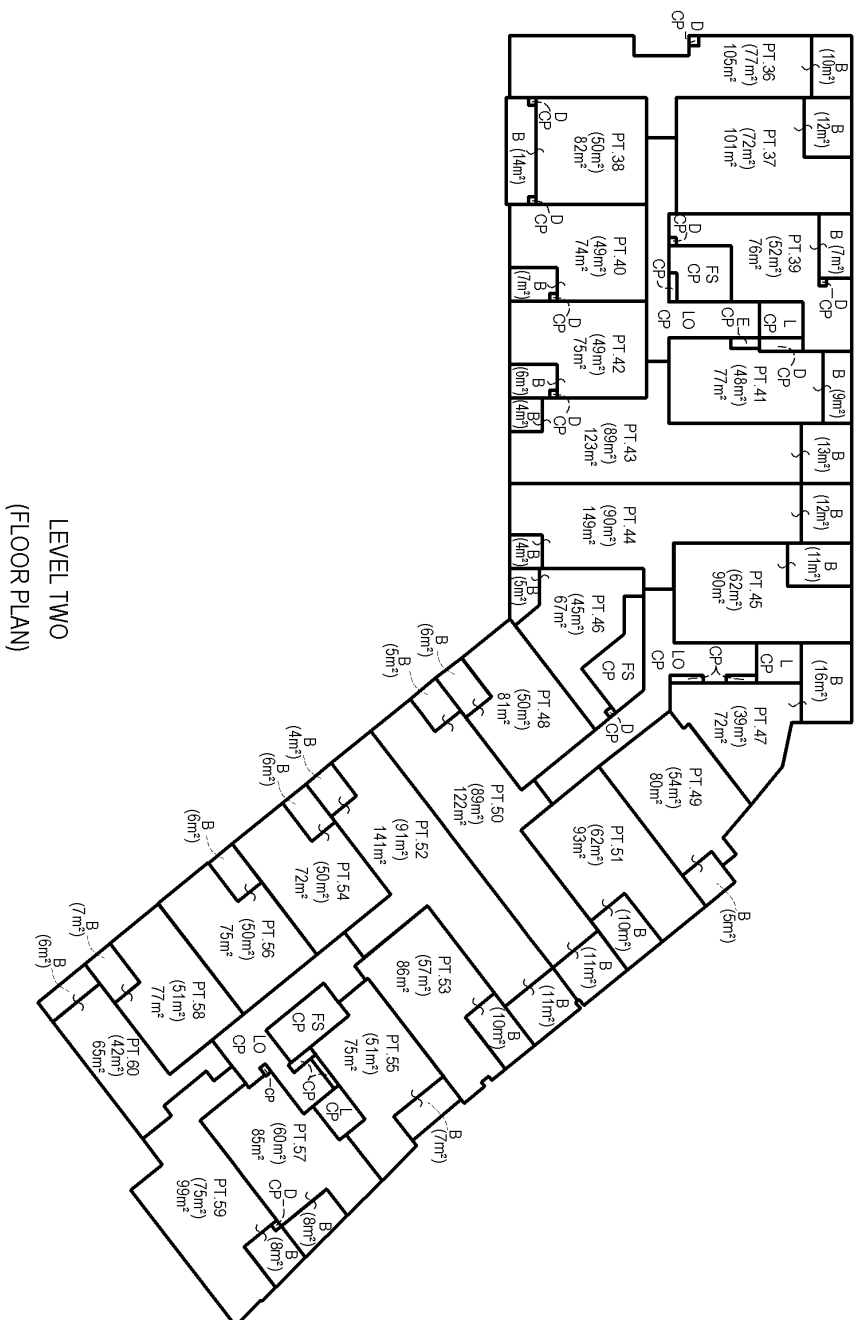
SCREENS AND HANDRAILS ARE COMMON PROPERTY.

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER BEAMS ARE COMMON PROPERTY.

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

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<p>Surveyor: ADAM CLERKE Surveyor Ref: 15715SP Subdivision No: SC3143</p>	<p>Registered  24.7.2018</p>	<p>SP97298</p>
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LEVEL TWO
(FLOOR PLAN)

NOTES:

- B. ROOFED BALCONY
- CP... COMMON PROPERTY
- D... DUCT
- E... ELECTRICAL CURBOARD
- FS... FIRESTAIRS
- L... LIFT
- LO... LOBBY

SCREENS AND HANDRAILS ARE COMMON PROPERTY.

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.

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

Surveyor: ADAM CLERKE
Surveyor Ref: 15715SP
Subdivision No: SC3143
Lengths are in metres/Reduction Ratio 1:300

Registered
24.7.2018

SP97298

Sheet No. 8 of 9 Sheets



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

SP97298

NOTES:

CP... COMMON PROPERTY
D... DUCT
E... ELECTRICAL CUPBOARD
FS... FIRESTAIRS
L... LIFT
LO... LOBBY
T... OPEN TERRACE

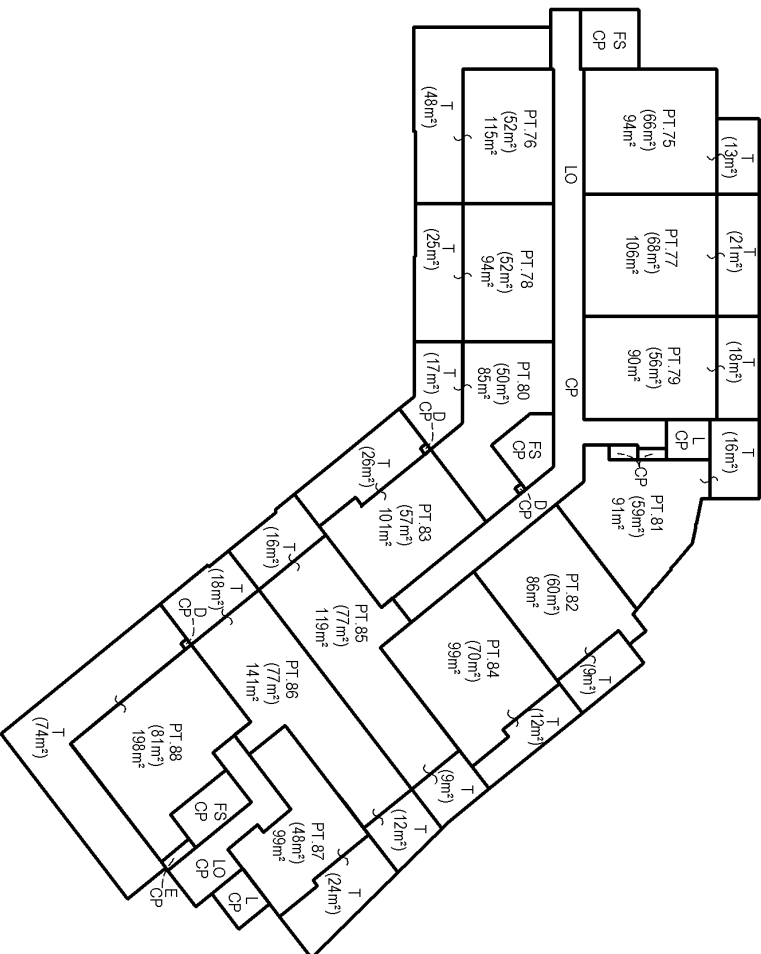
THE STRATUM OF THE OPEN TERRACE IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SCREENS AND HANDRAILS ARE COMMON PROPERTY.

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.

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

LEVEL FOUR
(FLOOR PLAN)



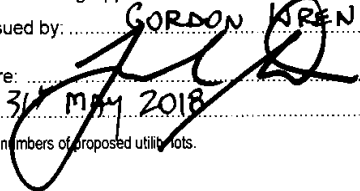


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Surveyor: ADAM CLERKE
Surveyor Ref: 15715SP
Subdivision No: SC3143
Lengths are in metres Reduction Ratio 1:300


Registered
24.7.2018

SP97298



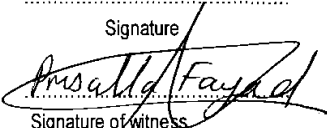
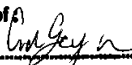

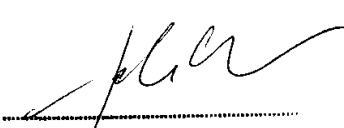
SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  24.7.2018			SP97298		
PLAN OF SUBDIVISION OF LOT 1 IN D.P.1241234			LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 23 Roger Street, Brookvale. NSW. 2100. Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, Adam Clerke of Adam Clerke Surveyors Pty Ltd being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 29/4/2018 Surveyor ID: 8490 Surveyor's Reference: 15715SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I, GORDON WREN being an Accredited Certifier, accreditation number BPB0447 certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ 89 & 90 will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: SC 3143 Relevant Planning Approval No.: CDC/226 issued by: GORDON WREN Signature:  Date: 31 May 2018 ^ Insert lot numbers of proposed utility lots.		


* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																																																																																																																																																			
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VALUER'S CERTIFICATE I, Paul Michael Woodbury, FAPI, Membership No 68091 of woodburyAU Pty Ltd being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i> Signature: <u>PM Woodbury</u> Date <u>27 April 2018</u>																																																																																																																																																																																																					
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Office Use Only		Office Use Only									
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This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 											
STREET ADDRESS SCHEDULE											
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		23	Roger	Street	Brookvale	46	206B	23	Roger	Street	Brookvale
1	G01	23	Roger	Street	Brookvale	47	201B	23	Roger	Street	Brookvale
2	G02	23	Roger	Street	Brookvale	48	205B	23	Roger	Street	Brookvale
3	G03	23	Roger	Street	Brookvale	49	202B	23	Roger	Street	Brookvale
4	G04	23	Roger	Street	Brookvale	50	204B	23	Roger	Street	Brookvale
5	G05	23	Roger	Street	Brookvale	51	203B	23	Roger	Street	Brookvale
6	G06	23	Roger	Street	Brookvale	52	207C	23	Roger	Street	Brookvale
7	G07	23	Roger	Street	Brookvale	53	208C	23	Roger	Street	Brookvale
8	G08	23	Roger	Street	Brookvale	54	206C	23	Roger	Street	Brookvale
9	G09	23	Roger	Street	Brookvale	55	209C	23	Roger	Street	Brookvale
10	G10	23	Roger	Street	Brookvale	56	205C	23	Roger	Street	Brookvale
11	G11	23	Roger	Street	Brookvale	57	201C	23	Roger	Street	Brookvale
12	G12	23	Roger	Street	Brookvale	58	204C	23	Roger	Street	Brookvale
13	G13	23	Roger	Street	Brookvale	59	202C	23	Roger	Street	Brookvale
14	G14	23	Roger	Street	Brookvale	60	203C	23	Roger	Street	Brookvale
15	G15	23	Roger	Street	Brookvale	61	309B	23	Roger	Street	Brookvale
16	106A	23	Roger	Street	Brookvale	62	308B	23	Roger	Street	Brookvale
17	107A	23	Roger	Street	Brookvale	63	310B	23	Roger	Street	Brookvale
18	105A	23	Roger	Street	Brookvale	64	307B	23	Roger	Street	Brookvale
19	108A	23	Roger	Street	Brookvale	65	311B	23	Roger	Street	Brookvale
20	104A	23	Roger	Street	Brookvale	66	306B	23	Roger	Street	Brookvale
21	101A	23	Roger	Street	Brookvale	67	301B	23	Roger	Street	Brookvale
22	103A	23	Roger	Street	Brookvale	68	302B	23	Roger	Street	Brookvale
23	102A	23	Roger	Street	Brookvale	69	305B	23	Roger	Street	Brookvale
24	105B	23	Roger	Street	Brookvale	70	303B	23	Roger	Street	Brookvale
25	106B	23	Roger	Street	Brookvale	71	304B	23	Roger	Street	Brookvale
26	104B	23	Roger	Street	Brookvale	72	302C	23	Roger	Street	Brookvale
27	101B	23	Roger	Street	Brookvale	73	303C	23	Roger	Street	Brookvale
28	103B	23	Roger	Street	Brookvale	74	301C	23	Roger	Street	Brookvale
29	102B	23	Roger	Street	Brookvale	75	409B	23	Roger	Street	Brookvale
30	106C	23	Roger	Street	Brookvale	76	408B	23	Roger	Street	Brookvale
31	105C	23	Roger	Street	Brookvale	77	410B	23	Roger	Street	Brookvale
32	104C	23	Roger	Street	Brookvale	78	407B	23	Roger	Street	Brookvale
33	103C	23	Roger	Street	Brookvale	79	411B	23	Roger	Street	Brookvale
34	102C	23	Roger	Street	Brookvale	80	406B	23	Roger	Street	Brookvale
35	101C	23	Roger	Street	Brookvale	81	401B	23	Roger	Street	Brookvale
36	206A	23	Roger	Street	Brookvale	82	402B	23	Roger	Street	Brookvale
37	207B	23	Roger	Street	Brookvale	83	405B	23	Roger	Street	Brookvale
38	205A	23	Roger	Street	Brookvale	84	403B	23	Roger	Street	Brookvale
39	208A	23	Roger	Street	Brookvale	85	404B	23	Roger	Street	Brookvale
40	204A	23	Roger	Street	Brookvale	86	402C	23	Roger	Street	Brookvale
41	201A	23	Roger	Street	Brookvale	87	403C	23	Roger	Street	Brookvale
42	203A	23	Roger	Street	Brookvale	88	401C	23	Roger	Street	Brookvale
43	202A	23	Roger	Street	Brookvale	89	NA	23	Roger	Street	Brookvale
44	207B	23	Roger	Street	Brookvale	90	NA	23	Roger	Street	Brookvale
45	208B	23	Roger	Street	Brookvale						

Surveyor's Reference: 15715SP

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Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:		
Raymond Touma 		
Name of Sole Director/Secretary		
PRISCILLA FAYAD		
Name and address of witness 25 NELSON POE HUNTERS HILL 2110		
Signature 		
Signature of witness		
SIGNED SEALED AND DELIVERED) By executing this document the attorney for and on behalf of ST.GEORGE) states that they have received no notice BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney BANKING CORPORATION ABN 33) 007 0457 141 by its attorney under power) of attorney dated 17 January 2001) registration No. 332 Book 4299 in the) Presence of) 		
Witness(signature) 		
ATTORNEY 		
Name: JOHN CHAFFIN		
Tier: 3		
Date: 8/6/2018		
Name of Witness (Print) ADDRESS OF WITNESS: LEVEL 25, T2, 200 BARANGAROO AVE, SYDNEY. 2000		
Surveyor's Reference: 15715SP		

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**23 ROGER STREET
BROOKVALE**

SP 97298

BY-LAWS & HOUSE RULES

These By-Laws are prepared under the authority of the

STRATA SCHEMES MANAGEMENT ACT 2015

Note: That until the property is registered under a Strata Plan, these By-Laws are to be construed as House Rules.

R. Tait



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SECTION 1 – INTRODUCTION

1. BUILDING DESCRIPTION

The building comprises:

- 4 Childcare Centre Lots numbered 1, 2, 14 and 15
- 3 Retail Lots numbered 3, 4 and 13
- 6 Work/Live Lots numbered 5 to 10
- 2 Office Lots numbered 11 and 12
- 73 Residential Lots numbered 16 to 88
- 2 Utility Lots numbered 89 and 90

2. EXCLUSIVE USE BY-LAWS


2.1 Which are the Exclusive Use By-laws

By-laws 14, 27, 28, 31, 32, 33, 34, 35, 36, 37, 41, 42, 46 & 47 are Exclusive Use By-laws.

2.2 What Exclusive Use By-laws do

- (a) An Owner who has the benefit of an Exclusive Use By-law may allow the Occupier to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-law.
- (b) An Exclusive Use-By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.
- (c) If an Exclusive Use Area is the subject of an Easement at the date of registration of this Instrument, the parties having the benefit of the Exclusive Use By-law must permit the Benefited Party to exercise their rights under the Easement.
- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained for the creation of an Easement after the date of registration of this By-law Instrument which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the relevant Exclusive Use By-law.

R. Teuma

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3. CONSENT

3.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

- (a) The Owners Corporation in general meeting; or
- (b) The Executive Committee at a duly convened meeting of the Executive Committee.

3.2 Consent may be revoked or withheld


Consent given by the Owners Corporation or Executive Committee under a by-law:

- (a) If practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or executive Committee or be given conditionally.

3.3 Consent conditions


Owners and Occupiers must comply with all conditions in a consent.

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- 8.4 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.
- 8.5 In accordance with Section 144(1)(b) of the Management Act, the Owner must:-
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 8.3 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 by-law 8.3 that forms part of the Common Property and that services the Lot.
- 9. BEHAVIOUR OF OWNERS AND OCCUPIERS**
- 9.1 An Owner or Occupier 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.
- 10. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**
- 10.1 An Owner or Occupier 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.
- 11. BEHAVIOUR OF INVITEES**
- 11.1 An Owner or Occupier 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.
- 12. DEPOSITING RUBBISH AND OTHER MATERIALS ON COMMON PROPERTY**
- 12.1 An Owner or Occupier 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 any person lawfully using the Common Property.
- 13. SECURITY AND SECURITY KEYS**
- 13.1 **Obligations and rights of the Owners Corporation**
- (a) The Owners Corporation is responsible for the issue, programming, coding and re-coding of Security Keys.

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- (b) Owners and Occupiers must return to the Owners Corporation their Security Keys for re-coding within 48 hours of being requested to do so.
- (c) The Owners Corporation may charge Owners and Occupiers a fee for:
 - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) coding or re-coding of a Security Key.
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner or Occupier.

13.2 Obligations of Owners and Occupiers

- (a) Owners and Occupiers must not:
 - (i) do or permit anything which may prejudice the security or safety of the Building; or
 - (ii) duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.


13.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
 - (i) close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (iii) restrict by means of a Security Key access from one level of the building to any other level.

14. GENERAL EXCLUSIVE USE RIGHTS


- 14.1 The Owner or Occupier has the right to the exclusive use and enjoyment of any Service that exclusively services their individual Lot that is located in and forming part of the Common Property ("Exclusive Services").
- 14.2 The Owner or Occupier is responsible for the ongoing repair and maintenance of the Exclusive Services.

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- 14.3 In the event that the Owner or Occupier or person authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this by-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this by-law. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner or Occupier to the Original Owner or Owners Corporation, as the case may be, on demand.

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SECTION 3 – RESIDENTIAL LOTS

All Owners and Occupiers of a Residential Lot must comply with these By-laws

15. DRYING OF LAUNDRY ITEMS

- 15.1 An Owner or Occupier 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.

16. CLEANING WINDOW AND DOORS

- 16.1 An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

17. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 17.1 An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 17.2 This by-law does not apply to chemicals, liquids or 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.


18. SMOKE PENETRATION

- (a) An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- (b) An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

19. CHANGES TO FLOOR COVERINGS

- 19.1 An Owner or Occupier must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
- 19.2 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.

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20. FLOOR COVERINGS

- 20.1 The Owner is responsible for the repairs and maintenance of timber floating floor systems and carpet installed by the Original Owner. These items are considered part of the Lot and not Common Property.
- 20.2 An Owner 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, and in particular will have to install such underlays or sound proofing which is in accordance with the Building Code of Australia.
- 20.3 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

21. GARBAGE DISPOSAL

- 21.1 An Owner or Occupier:
- (a) must dispose of waste by placing it in an appropriate container in the designated residential waste room located on the Common Property; and
 - (b) must dispose of recyclable waste by placing it in an appropriate container in the designated residential waste room located on the Common Property
 - (c) must ensure that before refuse is placed in any receptacle that it is securely wrapped or, in the case of tins or other containers, completely drained, and
 - (d) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled, and
 - (e) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage, and
 - (f) If the Lot is used for commercial purposes, must deposit waste in receptacles provided for commercial garbage in the commercial waste room and must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- 21.2 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 the local council's requirements.

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22. KEEPING ANIMALS

- 22.1 Subject to section 139(5) of the Management Act, an Owner or Occupier must not without the approval of the Owners Corporation, keep any animal on the Lot or the Common Property except a small dog and / or cat or caged bird.
- 22.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal.
- 22.3 If an Owner or Occupier keeps a dog or cat or small caged bird on the Lot pursuant to clause 22.1, then the Owner or Occupier must:
- (a) notify the Owners Corporation that the animal is kept on the Lot; and
 - (b) keep the animal within the Lot;
 - (c) carry the animal when it is on the Common Property; and
 - (d) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal and
 - (e) ensure that the cat and/or dog is prevented from entering wildlife habitat areas within the immediate locality at all times.


23. APPEARANCE OF LOT

- 23.1 The Owner or Occupier 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.

24. WINDOW DRESSINGS AND SHADING DEVICES

- (a) This by-law applies to all windows and sliding doors comprising part of a Lot and/or Common Property benefitting the Lot.
- (b) Owners and Occupiers are permitted to install the following item(s) over windows and sliding doors as a means of providing shade to the inside of a Lot.
 - (i) Roller blinds (white or off-white colour)
- (c) For the avoidance of doubt the following window dressings and shading devices are prohibited:
 - (i) Curtains
 - (ii) Timber or metal shutters

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(iii) Vertical blinds

(iv) Any other dressing or shading device not listed in 24(b).

25. CHANGE IN USE OF LOT TO BE NOTIFIED

- 25.1 An Occupier 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).
- 25.2 Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of all competent authorities and these by-laws.

26. USE OF CAR PARKING

Lot Owner's Car Parking

- 26.1 An Owner or Occupier can only use the car space/s attached to his or her Lot for the purposes of parking motor vehicles
- 26.2 An Owner or Occupier must not enclose their car space(s) in anyway without approval of the Owners Corporation and Council.


Visitor's Car Parking

- 26.3 An Owner or Occupier must not park in the spaces designated as Visitor Car Space and they also must ensure that any bona fide person visiting any Lot must not park in a Visitor Car Space for more than three hours between the hours of 7am and 8pm on weekdays.

27. AIR CONDITIONING

- 27.1 Where Air Conditioning Equipment has been installed in or for a Lot by the Original Owner, the Lot Owner:
- (a) owns the Air Conditioning Equipment installed and located on the Common Property and connected to the Lot; and
 - (b) has a special privilege to connect to the Air Conditioning Equipment on the Common Property and to access his or her own Air Conditioning Equipment via the Common Property for the purposes of maintenance or repair.
- 27.2 The Owner has the exclusive use of those parts of the Common Property to which the approved Air Conditioning Equipment is attached.

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27.3 The Owner:

- (a) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
- (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her Lot which may be carried out by the Owners Corporation;
- (c) bears the sole responsibility of insuring any Air Conditioning Equipment;
- (d) must make prior arrangement with the Executive Committee to gain access to his or her Air Conditioning Equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
- (f) repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law;
- (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

28. SERVICES FOR RESIDENTIAL LOTS

28.1 Where a Service has been installed in a Residential Lot by the Original Owner, the Owner of the Lot:


- (a) owns the service equipment installed and located on the Common Property and connected to the Lot; and
- (b) has a special privilege to connect to the service equipment on the Common Property and to access his or her own service equipment via the Common Property for the purposes of maintenance or repair.

28.2 The Owner has the exclusive use of those parts of the Common Property to which the service equipment is attached.

28.3 The Owner:

- (a) must maintain replace or repair his or her own service equipment including all keyed door and window locks and pay all running costs for the service equipment;
- (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any service equipment which exclusively services his or her Lot which may be carried out by the Owners Corporation;

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- (c) bears the sole responsibility of insuring any service equipment;
- (d) must make prior arrangement with the Executive Committee to gain access to his or her service equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the service equipment;
- (f) repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law;
- (g) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law

29. SIGNAGE

- 29.1 Owners and Occupiers of Residential Lots in the Building must not, without the consent of the Owners Corporation, erect advertising or other signs in the Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease. Any consent given by the Owners Corporation to the placement of a sign under this by-law is subject to any conditions imposed by the Owners Corporation.

30. STRUCTURAL SUPPORT IN THE BUILDING


- 30.1 An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the Consent Authority and the Owners Corporation.

31. SHARED ZONES – LOTS 1 AND 2

31.1 Type of by-law

- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.

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- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

31.2 Definitions

In these by-laws, these terms (in any form) mean:

- (a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- (c) **Lot**, when used in this by-law, means Lot 1 and Lot 2 in the Strata Plan.
- (d) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
- (e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot).
- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (h) **Strata Plan** means strata plan registered number SP97298
- (i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

31.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

31.4 Responsibility for repair, maintenance and insurance


The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

32. SHARED ZONES – LOTS 62 AND 70

32.1 Type of by-law

- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of

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this by-law special privileges and exclusive use rights in respect of the Common Property.

- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

32.2 Definitions


In these by-laws, these terms (in any form) mean:

- (a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- (c) **Lot**, when used in this by-law, means Lot 62 and Lot 70 in the Strata Plan.
- (d) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
- (e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot)
- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (h) **Strata Plan** means strata plan registered number SP97298.
- (i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

32.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

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32.4 Responsibility for repair, maintenance and insurance

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

33. SHARED ZONES – LOT 69

33.1 Type of by-law


- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

33.2 Definitions

In these by-laws, these terms (in any form) mean:

- (a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- (c) **Lot**, when used in this by-law, means Lot 69 in the Strata Plan.
- (d) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
- (e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot)
- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (h) **Strata Plan** means strata plan registered number SP97298.

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- (i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

33.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

33.4 Responsibility for repair, maintenance and insurance

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

34. SHARED ZONES – LOTS 83 AND 84

34.1 Type of by-law


- This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

34.2 Definitions

In these by-laws, these terms (in any form) mean:

- Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- Lot**, when used in this by-law, means Lot 83 and Lot 84 in the Strata Plan.
- Management Act** means the Strata Schemes Management Act 2015 (NSW).
- Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot)

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- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (h) **Strata Plan** means strata plan registered number SP97298.
- (i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

34.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

34.4 Responsibility for repair, maintenance and insurance

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

35. SPECIAL PRIVILEGE TO CONSTRUCT ROOF AND AWNING FIXTURES – LOTS 75 AND 88

35.1 Type of by-law


- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

35.2 Definitions

In these by-laws, these terms (in any form) mean:

- (a) **Building** means the building the subject of the Strata Scheme.
- (b) **Building Works** means the construction of an awning or roof structure on external part of the Lot.

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- (c) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (d) **Conditions** means the conditions in by-law 35.5.
- (e) **Construction Certificate** means a construction certificate under the Environmental Planning and Assessment Act 1979 (NSW).
- (f) **Development Act** means the Strata Schemes Development Act 2015 (NSW).
- (g) **Consent** means a development consent or complying development certificate under the Environmental Planning and Assessment Act 1979 (NSW).
- (h) **Exclusive Use Area** means that part of the Common Property that is an overhead concrete slab on the balcony within the boundary of the Lot.
- (i) **Lots**, when used in this by-law, means lots 75 and 88 in the Strata Plan.
- (j) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
- (k) **Occupation Certificate**, means an occupation certificate under the Environmental Planning and Assessment Act 1979 (NSW).
- (l) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot).
- (m) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (n) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (o) **Parcel** means the land comprising the lots and Common Property the subject of the Strata Scheme.
- (p) **Relevant Parts of the Common Property** means those parts of the Common Property which are impacted on, penetrated by, reasonably necessary or associated with the Building Works.
- (q) **Strata Plan** means strata plan registered number 97298.
- (r) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

35.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for a limited time subject to the Conditions.

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35.4 Special privilege

- (a) The Owner has the special privilege:
- (i) to use the Exclusive Use Area for carrying out the Building Works, subject to the Conditions;
 - (ii) to apply for and obtain a Consent if required;
 - (iii) to apply for and obtain a Construction Certificate to carry out the Building Works if required.
 - (iv) to carry out the Building Works
 - (v) to apply for and obtain an Occupation Certificate to use the Building Works if required
- (b) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner in connection with:
- (i) making an application for a Consent to achieve any of the activities the subject of this by-law; and
 - (ii) making an application for a Construction Certificate to achieve any of the activities the subject of this by-law.
 - (iii) making an application for an Occupation Certificate to achieve any of the activities the subject of this by-law.

35.5 Conditions


- (a) The Owner must submit plans and specifications for the Building Works to the Owners Corporation prior to applying for Consent or commencing the Building Works.
- (b) The Owner must provide written evidence from a suitably qualified professional to the Owners Corporation that Consent is not required for the Building Works.
- (c) The Owner must not commence to carry out the Building Works until:
- (i) all relevant insurances are in place, including without limitation:
 - (ii) contractors all works insurance;
 - (iii) (if relevant) insurance required under the Home Building Act 1989 (NSW);
 - (iv) workers compensation insurance; and

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- (v) public liability insurance in the amount of \$20,000,000.
- (d) (if requested by the Owners Corporation) copies of the insurance policies or certificates of currency have been given to the Owners Corporation; and
- (e) (if requested by the Owners Corporation) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).
- (f) When carrying out the Building Works, the Owner must:
 - (i) comply with the requirements of all relevant Authorities and the conditions in any consent;
 - (ii) ensure the Building Works are carried out in accordance with the drawings and specifications approved by the relevant Authorities;
 - (iii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (iv) ensure no damage is caused to the property of any other owner or occupier, or if damage is caused, immediately make good that damage; and
 - (v) protect all affected areas of the Building from damage by the Building Works or the transportation of construction material, equipment, debris and other material.
- (g) On completion of the Building Works, the Owner must:
 - (i) ensure all rubbish and debris caused by the Building Works is removed from the Parcel;
 - (ii) ensure the Common Property is left clean and tidy; and
 - (iii) within one month of completion of the Building Works give the Owners Corporation all relevant documents relating to the completed Building Works including a set of as-built plans.
- (h) The Owner must ensure the completed Building Works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- (i) The Owner is authorised to access all relevant parts of the Common Property for the purpose of carrying out the Building Works for such reasonable period of time as may be necessary to carry out the Building Works.

R. Taama

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- (j) To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Owner remains responsible for the ongoing maintenance, repair and replacement of those parts of the Common Property.

35.6 Right of Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.


35.7 Exclusive Use Area Expiry

The Owners' benefit of the Exclusive Use Area will expire after an Occupation Certificate is obtained and provided to the Owners Corporation for the Building Works or immediately upon the Owners Corporation confirming all damage to the Common Property has been rectified its satisfaction.

35.8 Building Works For Part of the Lot

The Building Works will be considered part of the Lot and the Owner will be responsible for the ongoing maintenance, repair and insurance of the Building Works during construction and after completion.

K. Tachman


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36. FIRE SAFETY

Owners and Occupiers must adhere to the following requirements to maintain fire safety in the Building:

- (a) combustible furniture and the like shall not be installed in the Common and public corridors of the Building.
- (b) installation of security grill doors on entry fire doors of the Lots are strictly prohibited.
- (c) the performance of the self-closing devices of all Lot entry doors shall be inspected and maintained annually
- (d) items (a), (b) and (c) of this clause shall be permanently displayed on a notice board in the entry foyer of the ground floor

R. T. Tamm

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SECTION 4 – COMMERCIAL LOTS

All Owners and Occupiers of the Commercial Lots must comply with the By-Laws

37. USE OF LOT

37.1 The Owner or Occupier has the special privilege:

- (a) To procure a Development Consent to use the Lot for any purpose not prohibited by Law;
- (b) To conduct from the Lot any activity or business permitted by a Development Consent; and
- (c) To make any Development Application and any application for a Construction Certificate in connection with any use or change of use of the Lot.

37.2 The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner or Occupier in connection with:

- (a) Making a Development Application or procuring a Development Consent for any use of the Lot; and
- (b) Making an application for a Construction Certificate.

37.3 The Owners Corporation authorises the Strata Manager of the Strata Scheme from time to time to sign and place an imprint of any common seal on any form of consent required by the Council or Consent Authority to process any Development Application to be lodged with the Council for the use of a Commercial Lot.


37.4 If a specific use of a Commercial Lot is approved by the Council or the Consent Authority, the Owners Corporation must also consent to the installation of any equipment required by statute for the conduct of the approved business within the Commercial Lot.

38. SIGNS

38.1 The Owner is entitled to exclusive use of so much of the following Common Property:


- (a) that part of the awning as noted on the plan and details attached to these By-Laws (Annexure A); and
- (b) the shop front of the Commercial Lot, as is necessary for the installation of signage to be used in connection with the business conducted within the Commercial Lot, subject to the following conditions:

R. Tassman

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- (i) before the installation of any signage the Owner must obtain all necessary consents from the Council and any other Consent Authority required for such installation and provide a copy of the consent to the Owners Corporation. The Owners Corporation shall sign such forms of consent as required by the Council or Consent Authority to process the application;
- (ii) the signs are to be tasteful and in keeping with the standard of the building, however, the Consent Authority is the sole determinant of the appropriateness of any proposed signage and Owners Corporation must agree to approve any application that conforms to these by-laws; and
- (iii) the Owner must install and maintain any signage at its own cost and keep it in a state of good repair and must repair any damage to the Building caused when a sign is erected or removed under this by-law.


R. T. [Signature]

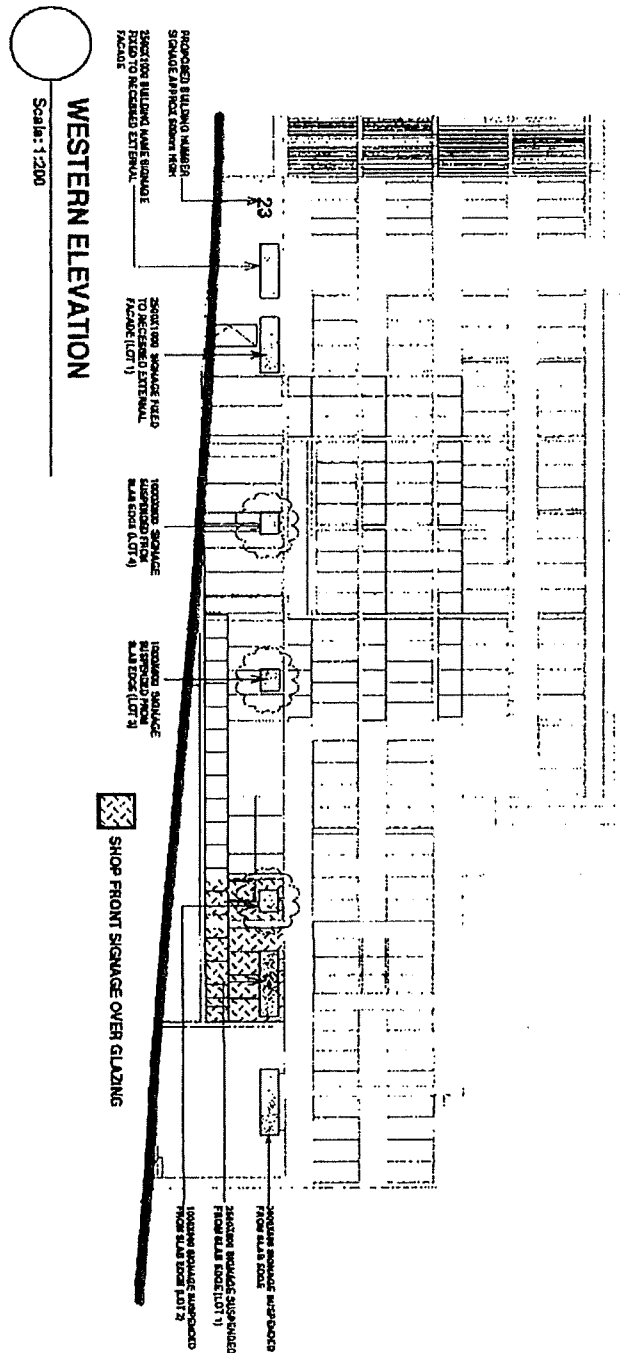
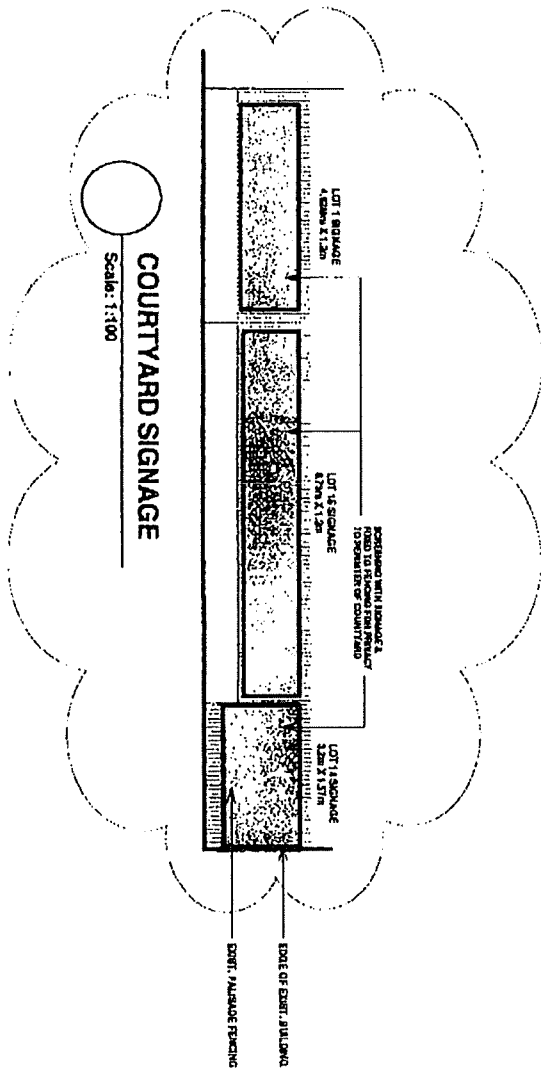
Approved Form 9	Strata Plan By-laws	Sheet 29 of 49 sheets
Office Use Only		Office Use Only
Registered:  24.7.2018		SP97298

ANNEXURE A


This Annexure contains 5 pages (including this title page) and comprises the Western, Eastern, South Eastern and North Western Elevations and Courtyard Signage plans.

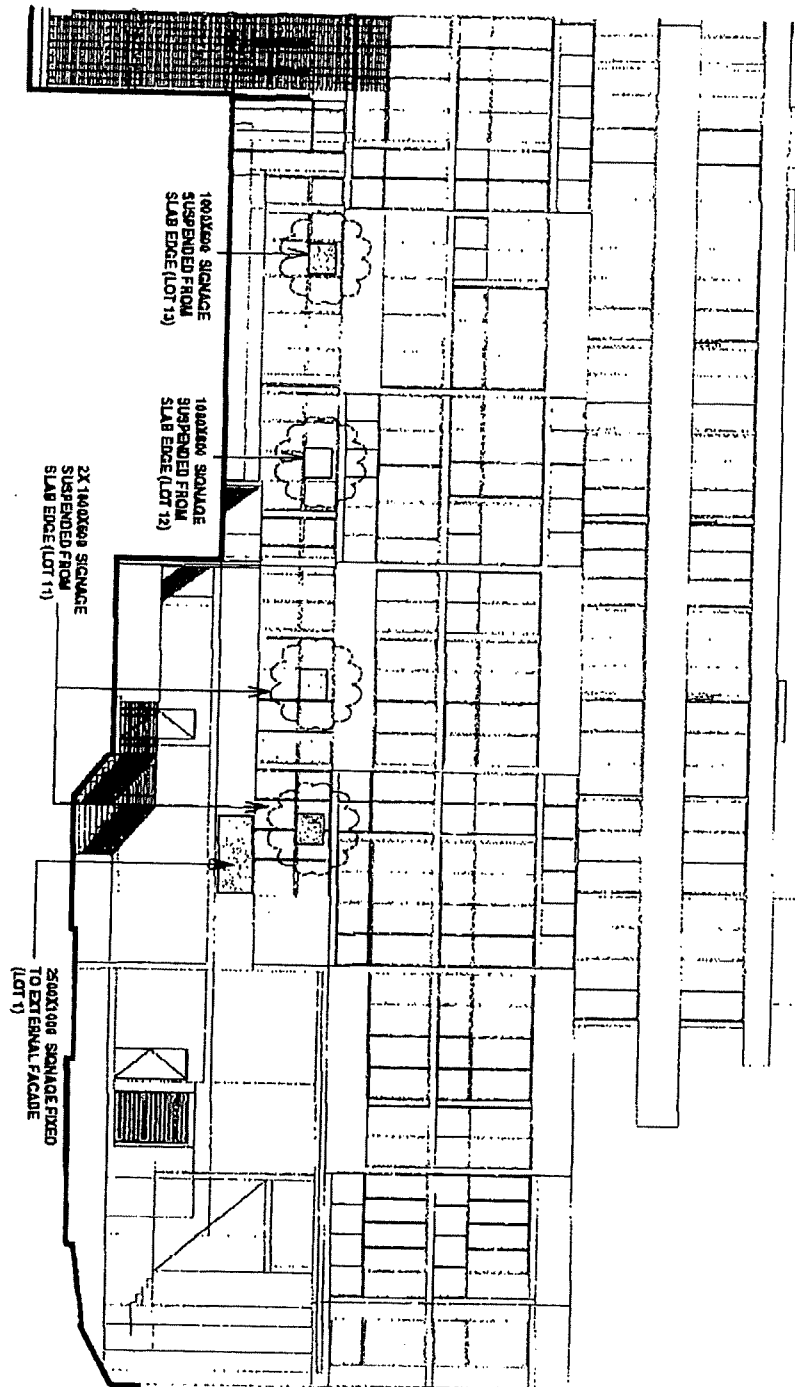
R. T. ...

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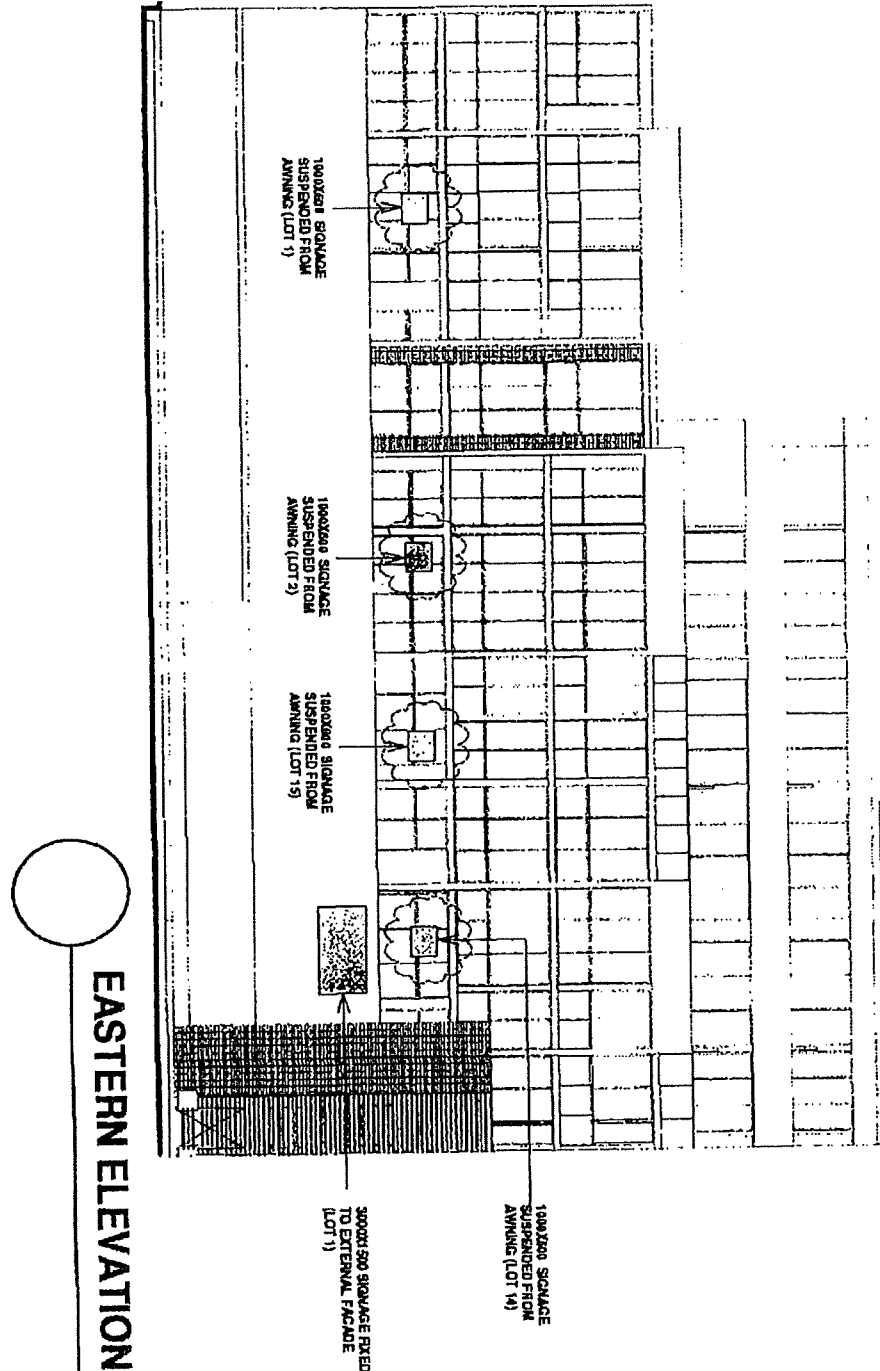
R. Trautman

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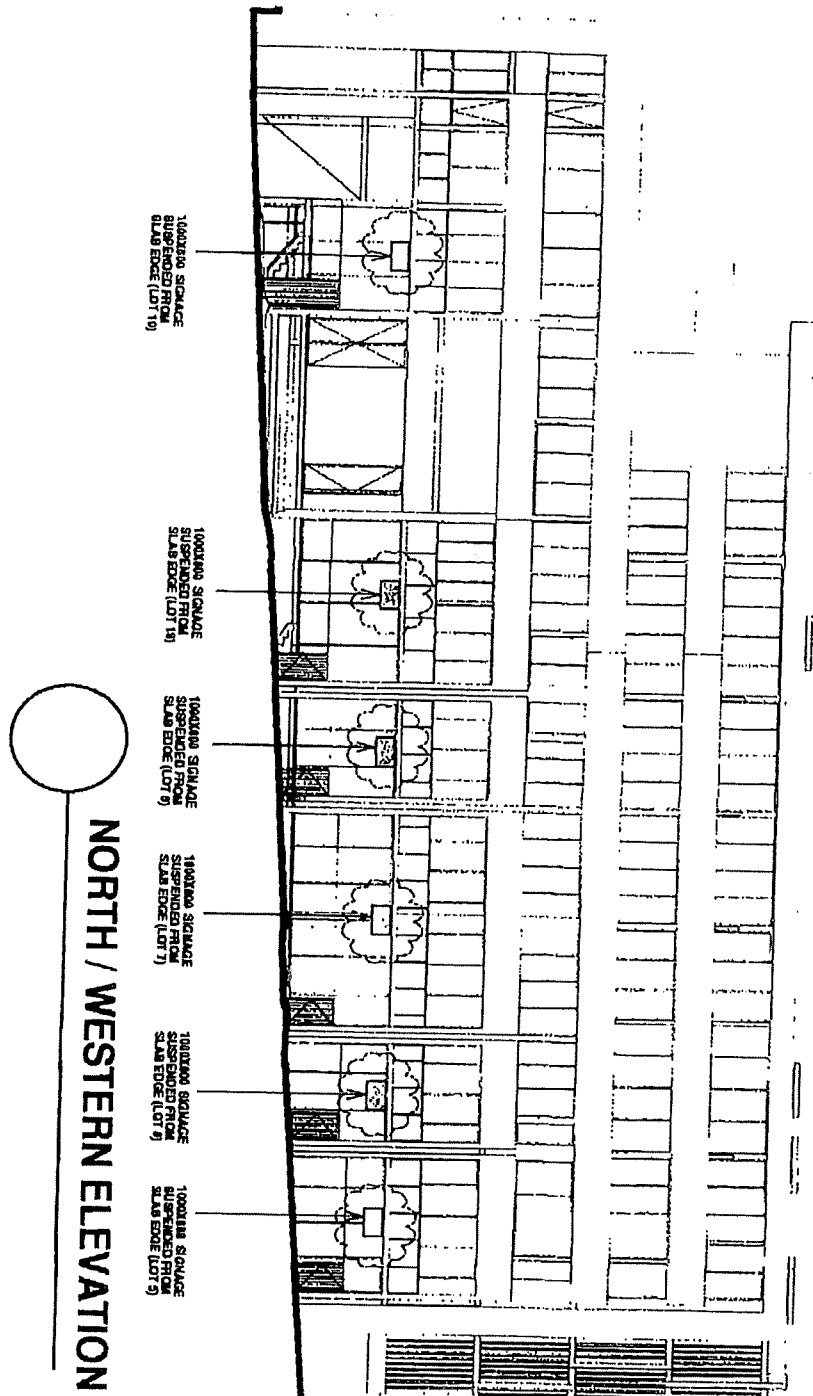
R. T. Adams


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R. Tauma

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39. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 39.1 An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 39.2 This by-law does not apply to chemicals, liquids or 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.


40. GARBAGE DISPOSAL

- 40.1 The Owners or Occupiers of Commercial Lots must arrange and pay for their own garbage and waste removal from the Building and must:
- (a) comply with all the requirements of the Council and any other relevant authority regarding storage, collection and removal of waste
 - (b) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and
 - (c) 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; and
 - (d) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.
 - (e) Owners and Occupiers of Commercial Lots must deposit waste in receptacles provided for commercial garbage in the commercial waste room only and must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

41. SUBDIVISION OF COMMERCIAL LOTS

- 41.1 It is acknowledged that the Owners of any of the Commercial Lots can subdivide their Lots into smaller Lots subject to obtaining the consent of the relevant authorities. It is acknowledged that the Owners Corporation will not object to such subdivision applications.
- 41.2 Where the Owner of any Commercial Lot provides a letter from a person qualified to sign a Strata Certificate to the effect that all relevant regulations and requirements have been satisfied, the Owners Corporation must pass a resolution to approve the Strata Plan of Subdivision. A person authorised by the Owners Corporation shall place the Common Seal on the Strata Plan of Subdivision.

R. T. Williams

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42. SERVICES

42.1 The Owner of each Commercial Lot shall have a special privilege and an exclusive right to:-

- Install any Service, duct, mechanical equipment, compressors, grease trap, or other services in the area of the Common Property designated for services;
- Install ducts, cables, pipes in the any existing duct installed on the Common Property for the use of the Commercial Lots;
- Drill holes in the floor of any Commercial Lot provided that any such hole does not penetrate the post tensioning cables in the slab.

These rights and exclusive use are on the following conditions:


- The Service, duct, mechanical equipment, compressors, grease trap, penetrations or other services must be approved by the Owners Corporation prior to commencement of works.
- the Services and/or items must be installed in accordance with the relevant Australian Standard with respect to the equipment and noise emissions and the Building Code of Australia in relation to any drill holes and must be approved by the relevant authority and the Owner using the Service and/or items must pay for the installation and maintenance of those Services and/or items, and must be installed in such a way as to allow reasonable access for maintenance;
- the Owner who has installed a Service and/or item must repair and replace his or her own Service and/or item and pay for all running costs if any for such Service and/or item;
- the Owner shall comply with the requirements of any relevant complying authority regarding the use and operation of any Service and/or item,
- the Owner shall indemnify the Owners Corporation against all claims and liability caused by exercising these rights or complying with obligations under this by law.

42.2 The Owner has the exclusive use of those parts of the Common Property which are altered or added to as a consequence of carrying out the works the subject of this by-law.

43. AIR CONDITIONING AND EQUIPMENT

43.1 Where Air Conditioning Equipment, refrigeration plant or other plant or lighting associated with the Commercial Lots (Equipment) has been installed or is to be installed in a Commercial

R. T. Causton

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Lot by the Original Owner, or subsequent Owner or Occupier with the permission of the Owner of the Commercial Lot, the Owner of the Commercial Lot:

- (a) owns the Equipment whether It is installed within the Commercial Lot or on the Common Property;
- (b) has a special privilege and exclusive right to connect to the Equipment on the Common Property and to access his or her Equipment via the Common Property for the purposes of maintenance or repair;
- (c) bears the sole responsibility of insuring the Equipment;
- (d) must ensure the Equipment complies with the requirements of all relevant authorities, is installed at the Owner's cost, and does not hinder access to any part of the Building to which access needs to be provided;
- (e) must prior to the commencement of the installation of any new Equipment submit to the Owner's Corporation a letter from a qualified structural engineer to the effect that the proposed new Equipment and any penetrations associated with the installation will not affect the structural integrity of the Building, and where appropriate, a letter from a qualified mechanical engineer to the effect that the new Equipment will not adversely affect the operation of any mechanical equipment installed in the Building;
- (f) on completion of the installation of any new Equipment, supply to the Owners Corporation a certificate from a qualified structural engineer stating that any penetrations through any fire rated structures have been appropriately sealed and that the works has been performed in accordance with the requirements of the Building Code of Australia.

43.2 The Owner has the exclusive use of those parts of the Common Property to which the approved Air Conditioning Equipment is attached.

44. SUSPENDED CEILINGS

44.1 The Owner owns the suspended ceilings within the Lot and is responsible to maintain, replace or repair the suspended ceilings.

45. INSURANCE PREMIUMS

45.1 If the use to which a Commercial Lot is put causes an insurance premium for the Owners Corporation to be greater than it would be if it were not put to that use, then the amount of that increased insurance premium shall be payable by the Owner of that Commercial Lot and if the increase is attributable to more than one Commercial Lot such Commercial Lots shall bear the burden of the increased premium in proportion of the contribution to the increased premium that each Lot makes.

R. T. B. B. B.

New South Wales

1. 2. 3. 4. ✓
 Payment 2
 Amount 5
 Certificate 1.10
 Name 1.10
 Date 1.10
 01 1.10
 27.11.56

Country	Person	Reference to Title (a)			Description of Land (If part only).	(c)
		Whole or Part	Vol.	Fol.		
NEW ZEALAND	MANLY COVE	PART	884	164	AND BEING Lot B in the Plan annexed hereto marked with the Letter "X".	

Reserving unto the Transferor as appurtenant to the residue of the land in the above Certificate of Title and also as appurtenant to the lands in Certificate of Title Volume 1464 Folio 120 and Volume 6788 Folio 229 a Right-of-Drainage-way over the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO.

Signed at My Anay
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

James T. P.

100

Page 10

100-443887-100

100

~~SECRET~~

Signed in my presence by the train

WHO IS PERSONALLY KNOWN TO

W. H. Koon

سید

by power of attorney, the original power must be on back of form signed by the attorney.

that the above Certificate be signed by each T

50; also to damages recoverable by parties injured
mitted only when the signature of the Transferor is
under it. When the instrument is made by the Transferor

ally,

made by experts. The words rejected should be indicated in the margin, or noticed in the attestation.

12. DATE OF BIRTH _____

the Day of ~~the~~ ~~11th~~ ~~1956~~

Director

Transferor.

Director

In the presence of:

James

~~SECRET~~

Accepted, and I hereby certify this Transfer to be correct
for the purposes of the Real Property Act

for the purposes of the Real Property Act.

W. Thompson

X Johnson

Transfree(s).

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is expected to reach 1.7 billion by the year 2015.

in the Miscellaneous Register, and produced with each dealer, and the

As Solicitor or Counselor, and under no name (other than "Harris")

stated without difficulty, and when the instrument does not impose a

by the Transferor or is subject to a mortgage, encumbrance or lease, the

gh with the pow, and those substituted written over them, the alteration

...and the fact that the *de novo* mutation rate is low, the number of mutations that are observed in the population is small. This is why the *de novo* mutation rate is often used as a measure of the genetic diversity of a population.

1 SOLICITOR
137 PACIFIC HIGHWAY,
LODGGE, BY AB 2025

(N.B.—Before execution, read marginal note.)

3 This consent is appropriate to a transfer of part of the land in the mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Signed in my presence by THE COMMON SEAL of TOOTH & CO.
LIMITED, was affixed hereto by order
 of the Directors present at a meeting
 of the Board of Directors of the said
 Company in our presence
 who is personally known to me:
 Secretary

R. J. Davis
Frank J. Hill
Directors

Mortgagee, and Encumbrancee.

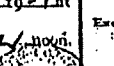
(To be signed at the time of executing the within instrument.)

k Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

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 _____ own handwriting, and
that he was of sound mind and freely and voluntarily signed the same.

1 To be signed by
Registrar-General,
Deputy Registrar-
General, a Notary
Public, J.P., Commis-
sioner for Affidavits, or
other functionary
before whom the
attesting witness
appears.
Not required if the
instrument itself is
signed or acknowledged
before one of these
officers.

INDEXED	MEMORANDUM OF TRANSFER <i>Receiving a Bill of Lading Way</i>		DOCUMENTS LODGED HEREWITH. To be filled in by person lodging document.		
			1	4	} Received Docs. Nos. } Receiving Clerk.
			2	5	
			3	6	
Checked by <i>D. M.</i> Passed (in S.D.B.) by <i>H.</i>	Particulars entered in Register Book. Volume <i>884 884</i> Folio <i>164 164</i> <i>1120 1120</i> <i>9 93</i> <i>115 115</i>				
Signed by <i>[Signature]</i>	the <i>22nd</i> day of <i>December</i> 19 <i>29</i> at <i>5</i> o'clock in the <i>after</i> noon. <div style="text-align: center;">  Registrar-General </div>				
			EXECUTION OUTSIDE NEW SOUTH WALES. Execution may be proved where the following conditions are fulfilled: (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any Municipal or local governmental corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or any other person as the Chief Justice of New South Wales may appoint. (b) in the United Kingdom by signing or acknowledging before the Mayor or Clerk		

	Initials	Date
11 to Survey Branch		
collected from Records		
all written ...	<i>W. H.</i>	6/1/50
examined ...	<i>W. H.</i>	5/1/50
trans prepared ...	<i>W. H.</i>	2/1/50
again examined ...	<i>W. H.</i>	2/1/50
all forwarded ...	<i>W. H.</i>	2/1/50
pl of Missions	<i>W. H.</i>	2/1/50
accelation Clerk ...	<i>W. H.</i>	2/1/50
Vol. (2838) Vol.		241

EXTRA FEELS
P.D. (3)
JAN 10 1964
EXTRA FEELS

EXECUTION OUTSIDE NEW SOUTH WALES.

[illegible]

The fees are:—Upon instrument (a) 5/-, if accompanied by the relevant Title or evidence of ownership; (b) 10/- for each additional endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer; (b) 5/- for each new Certificate of Title issued; (c) 10/- where the Transfer contains covenant purporting to affect the same; (d) 10/- for each additional Certificate of Title issued; (e) 10/- for each endorsement or supplement to remove an encumbrance or in any way create an encumbrance; (f) 10/- where partial discharge of a mortgage is endorsed on the Transfer; (g) 5/- for each additional folio where the Certificate is more than one folio; (h) 10/- for each folio involving more than one simple endorsement.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

WARRINGAH SHIRE COUNCIL

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 527, ORDINANCE No. 32, FORM 1.

Certificate No. 3742

COUNCIL CHAMBERS,
BROOKVALE,

21st Dec 1955

APPLICANT

(Name) M. D. Macken

(Address) 18 Bellamy Street
Penrith Hills

OWNER

(Name) Hotel Brookvale

(Address) _____

NEW ROAD (Particulars)

SUBDIVISION (Particulars)

Lot 23 Dec 4, 1915-21, Pages
Street Brookvale, into 2 lots
marked A & B on the approved
plan.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirement for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described and particularly set out in the accompanying plan bearing the Council's seal and in accordance with the decision of the Council, Covered by Council Clerk's Certificate No. 3742

[Handwritten signature]

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Crown Lends Office Appliances
 Authorised Officer
 Not removed
 Lend Dated
 Page No.
 Paid Book
 page

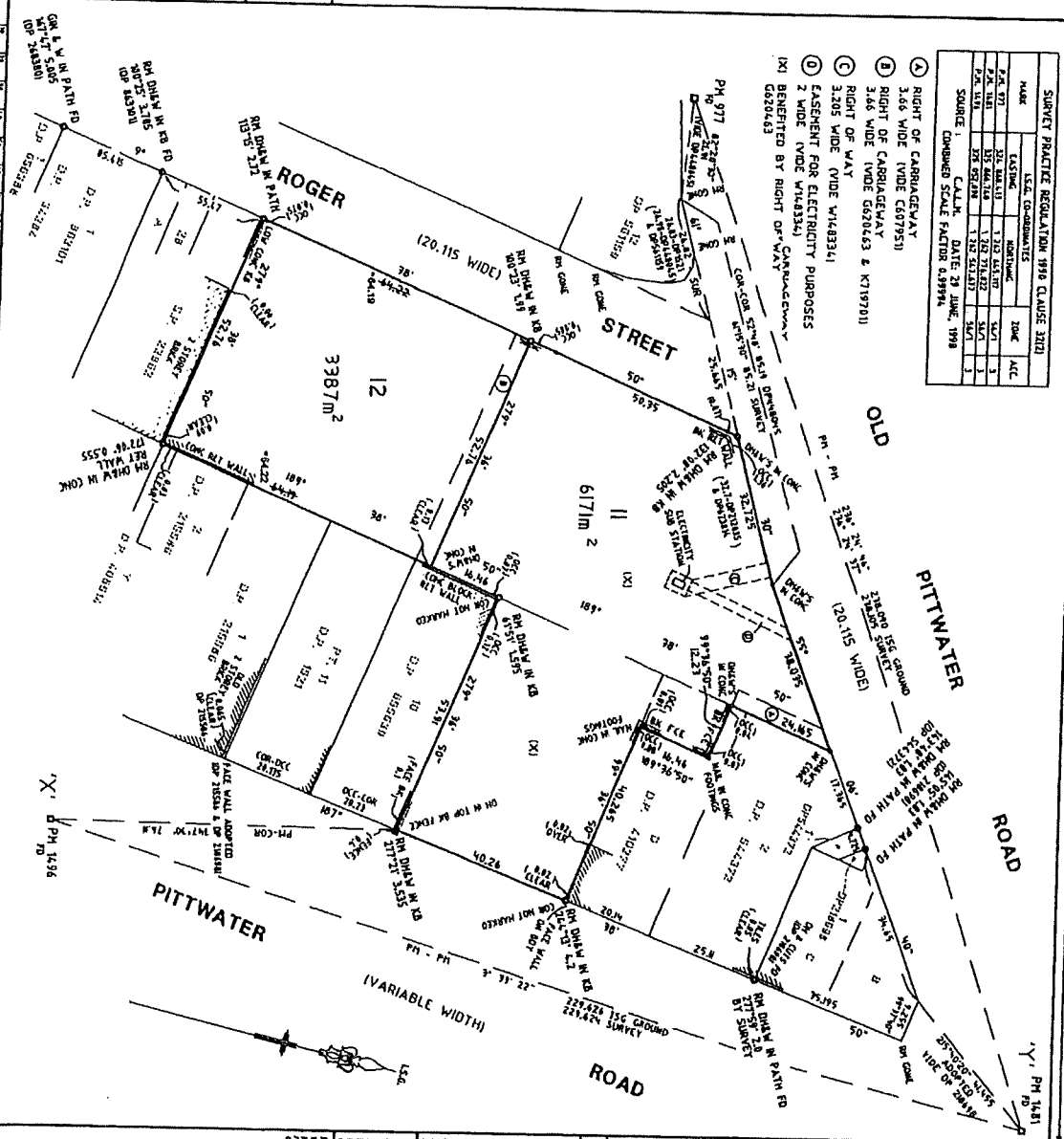
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SURVEYOR'S REFERENCE: 261400P1/2 CHECKLIST

SURVEY PRACTICE REGULATION 1990 (CLAUSE 10(2))					
PAXER	LOCAL CO-ORDINATES		ZONE	ATC	
	EASTING	NORTHING			
PAX 971	325 404.115	1 132 445.877	54/01	3	
PAX 1481	325 404.116	1 132 445.877	54/01	3	
PAX 1419	325 092.108	1 132 512.437	54/01	3	

SOURCE : C.A.M.N. DATE 29 JUNE, 1999
COMBINED SCALE FACTOR 0.99994

- (C) RIGHT OF WAY
3.66 WIDE (VIDE G620463)
- (B) RIGHT OF CARRIAGEWAY
3.66 WIDE (VIDE G620463 & K719701)
- (C) RIGHT OF WAY
3.205 WIDE (VIDE W14B3361)
- (D) EASEMENT FOR ELECTRICITY PURPOSES
2 WIDE (VIDE W14B3361)
- (K) BENEFITED BY RIGHT OF WAY
G620463



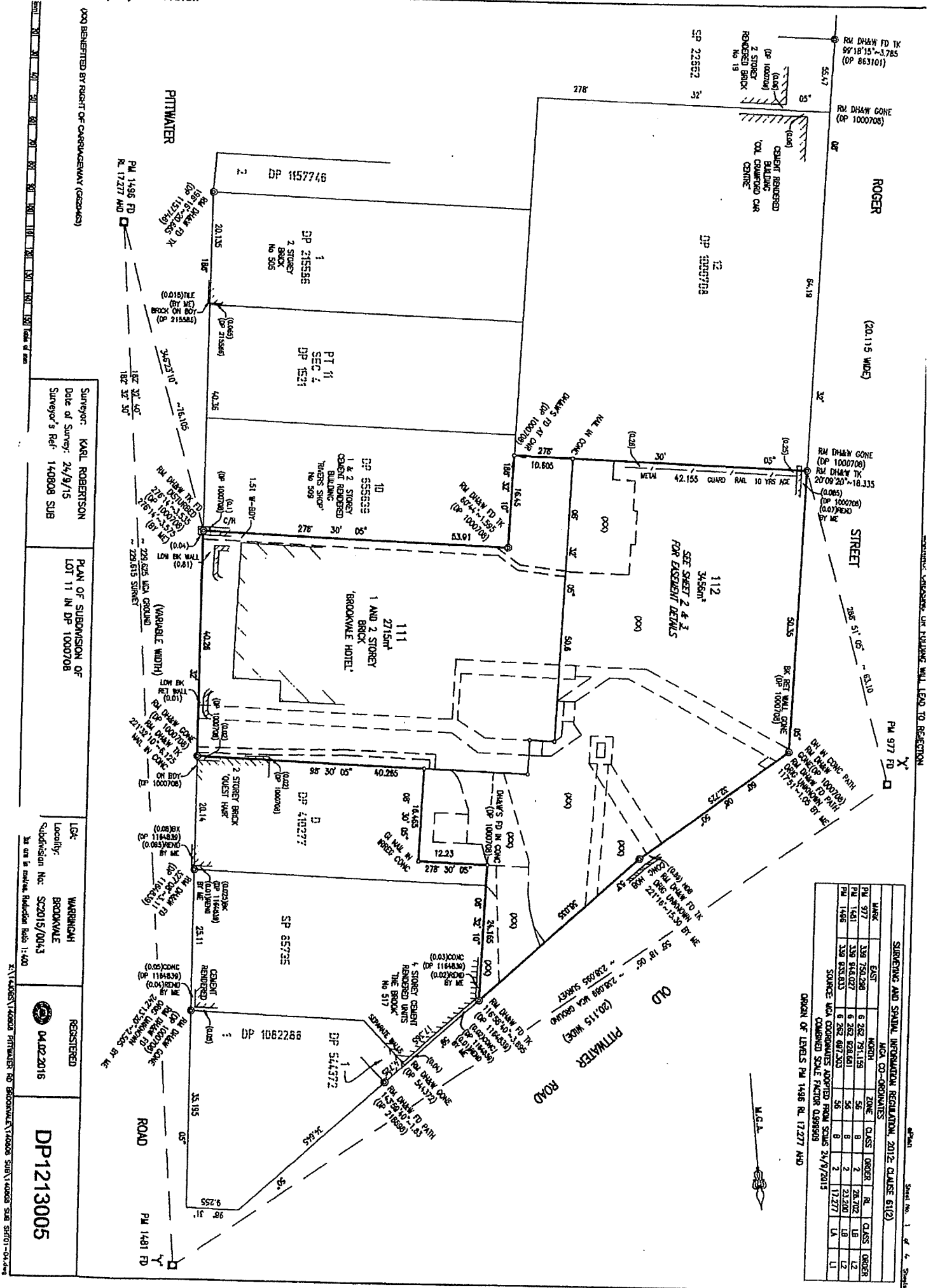
WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

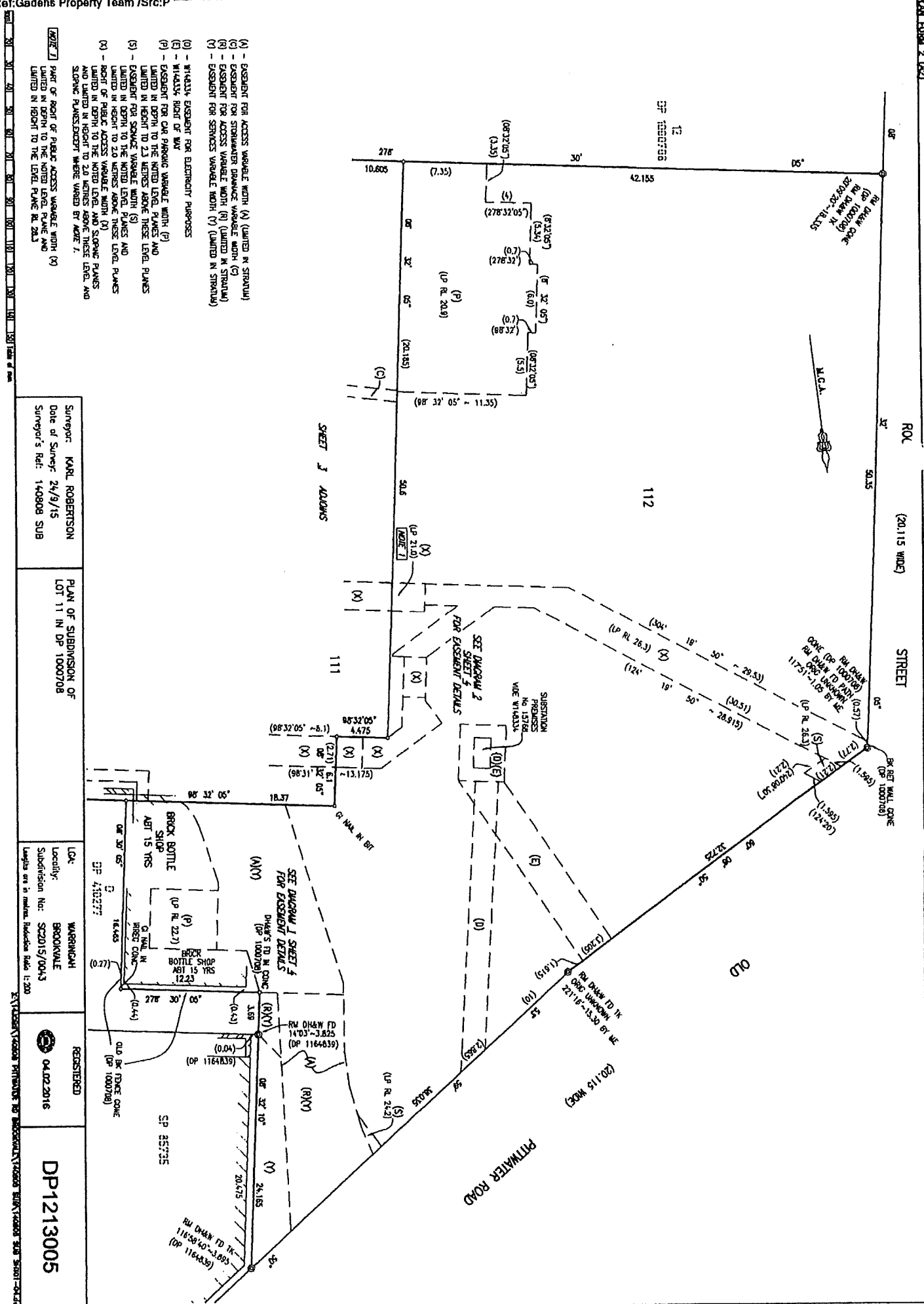
DP1000708 ©

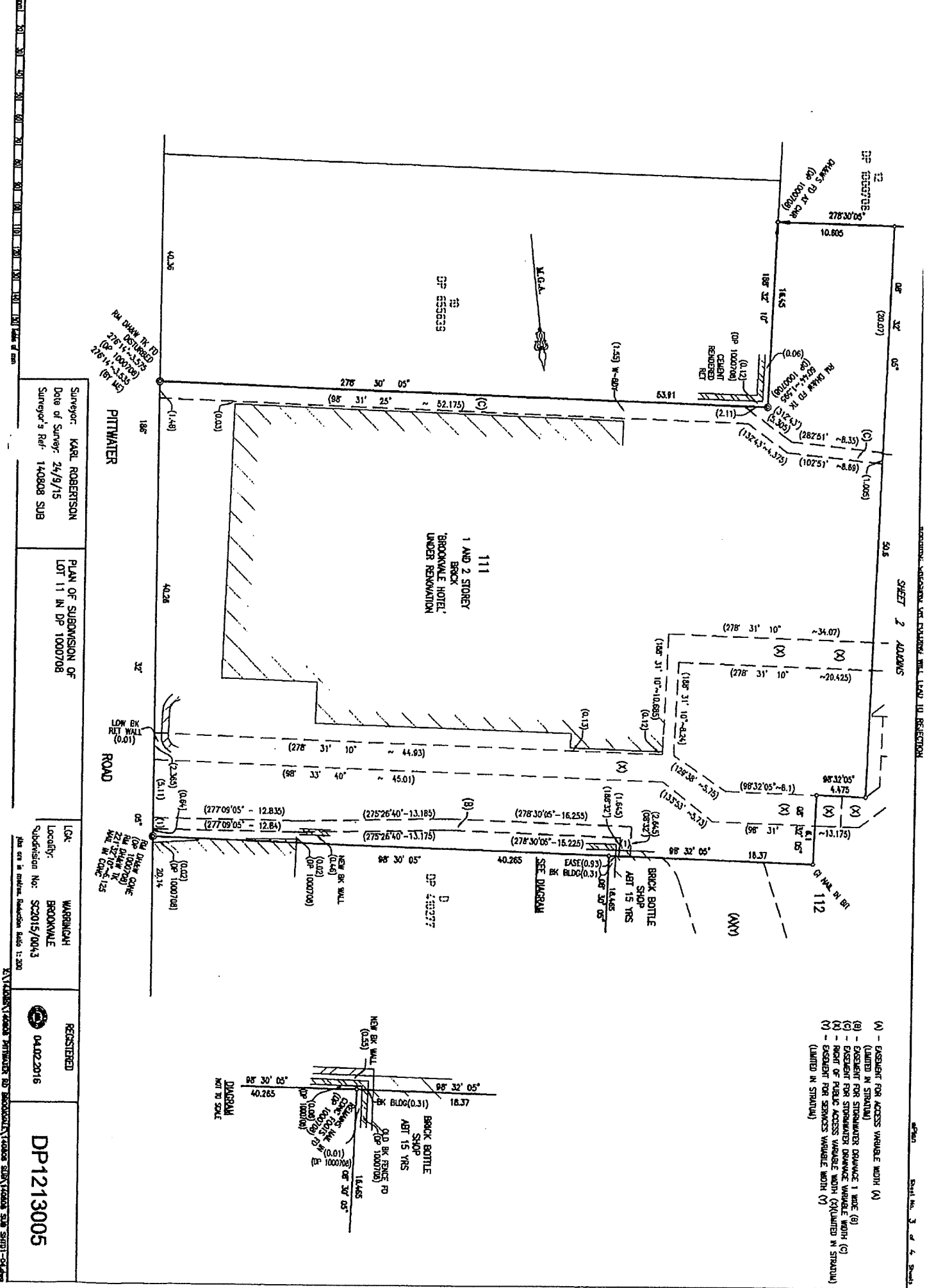
Registered: **123** of 23 - 4 - 1999
 C.A. NO. 10201 OF 15, 4, 00
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U1860-63th
 Lot: Plot: D.P. 623814

LGA	WARRINGAH
Locality	BROOKVALE
Parish	MANLY COVE
County	CUMBERLAND

[illegible]







- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STAMINA)
- (B) - EASEMENT FOR STORMWATER DRAINAGE 1 METER (B) (LIMITED IN STAMINA)
- (C) - EASEMENT FOR STORMWATER DRAINAGE VARIABLE WIDTH (C) (LIMITED IN STAMINA)
- (D) - RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (D) (LIMITED IN STAMINA)
- (E) - EASEMENT FOR SERVICES VARIABLE WIDTH (E) (LIMITED IN STAMINA)

Surveyor: KARL ROBERTSON
 Date of Survey: 24/9/15
 Surveyor's Ref: 140808 SUB

PLAN OF SUBDIVISION OF
 LOT 11 IN DP 1000708

LOCALITY: BROOKVALE
 Subdivision No: SC2015/0043

REGISTERED
 04.02.2016

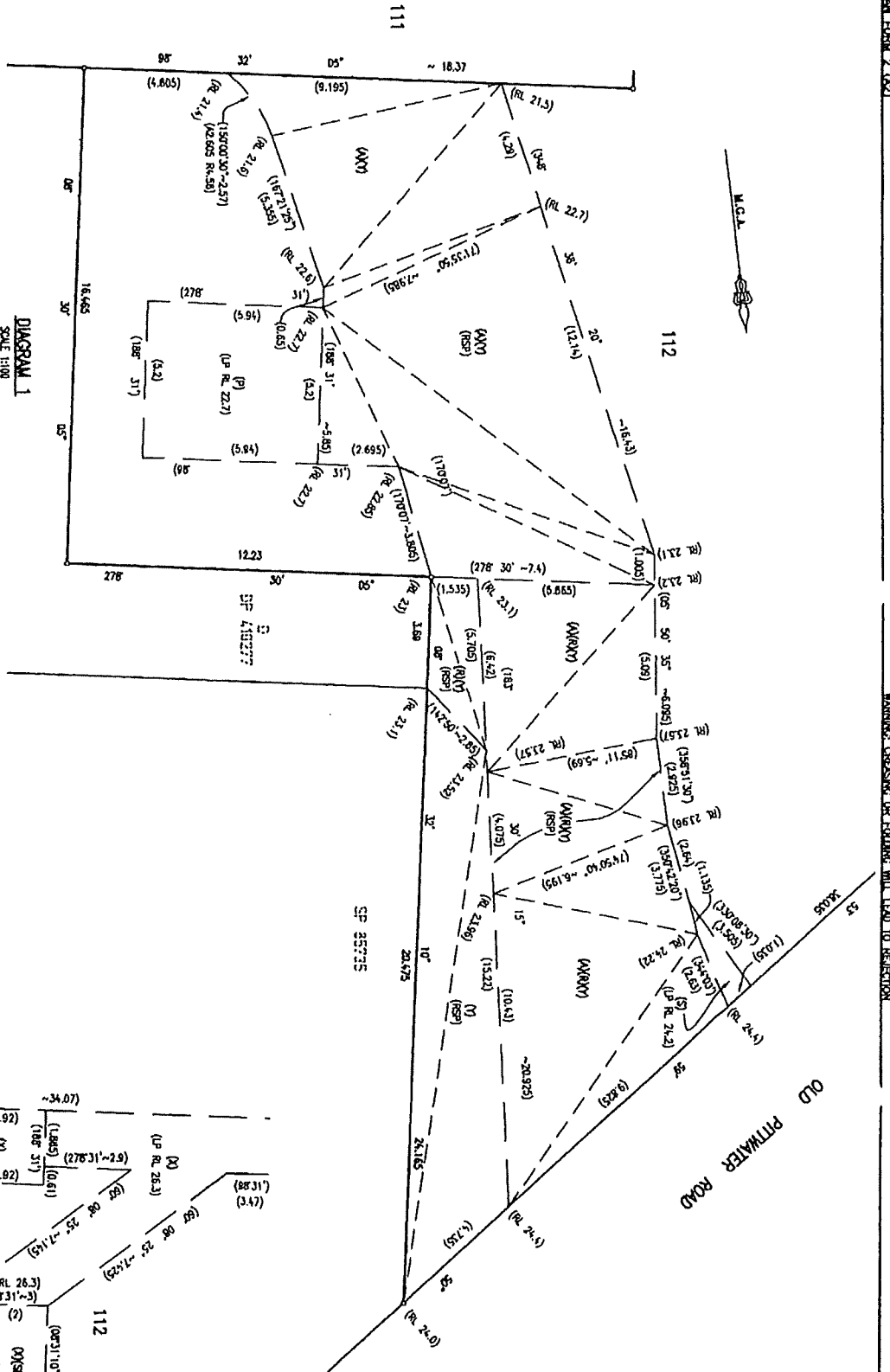
DP1213005

Ref:Gadens Property Team /Src:P

PLAN FORM 2 (A2)

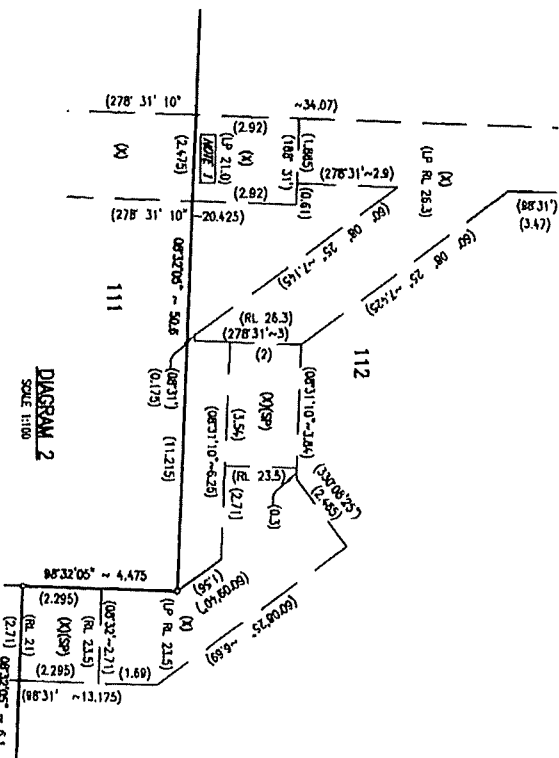
WARNING: CREATING OR FOLDING WILL LEAD TO DESTRUCTION

Sheet No. 4 of 4



- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (A) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE REGULAR SLOPING PLANES
- (P) - EASEMENT FOR CAR PARKING VARIABLE WIDTH (P) LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANE
- (R) - EASEMENT FOR ACCESS VARIABLE WIDTH (R) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE REGULAR SLOPING PLANE
- (S) - EASEMENT FOR STORAGE VARIABLE WIDTH (S) LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANE
- (X) - RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X) LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANE
- (Y) - EASEMENT FOR STORAGE VARIABLE WIDTH (Y) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE REGULAR SLOPING PLANE
- (Z) - EASEMENT FOR STORAGE VARIABLE WIDTH (Z) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE REGULAR SLOPING PLANE

(SP) - DENOTES SLOPING PLANE BETWEEN THE NOTED LEVELS
(RSP) - DENOTES REGULAR SLOPING PLANE



Surveyor: KARL ROBERTSON
Date of Survey: 24/9/15
Surveyor's Ref: 140808 SUB

PLAN OF SUBDIVISION OF
LOT 11 IN DP 1000708

Locality: BROADVALE
Subdivision No: SC2015/0043
Lengths are in metres. Reduction Ratio 1:100



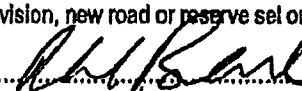
REGISTERED
04.02.2016

DP1213005

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  04.02.2016</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP1213005</p>	
<p>PLAN OF SUBDIVISION OF LOT 11 IN DP 1000708</p>	<p>LGA: WARRINGAH</p> <p>Locality: BROOKVALE</p> <p>Parish: MANLY COVE</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Surveying Certificate</p> <p>I, KARL ROBERTSON of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: 24/9/15</p> <p>*(b) The part of the land shown in the plan (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: 9/11/15</p> <p>Surveyor ID: 7835</p> <p>Datum Line: 'X'-Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, ROBERT BARRETT *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  N/A</p> <p>Accreditation no:</p> <p>Consent/Authority: WARRINGAH COUNCIL</p> <p>Date of Endorsement: 18/12/2015</p> <p>Subdivision Certificate no: SC2015/0043</p> <p>File no: DA2015/0583</p> <p>*Strike through if inapplicable</p>	<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation-</p> <p>DP 1000708 DP 215586 DP 1164839 DP 410277 DP 655639</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>SURVEYORS REFERENCE: 140808 SUB</p>	

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  04.02.2016

PLAN OF SUBDIVISION OF
LOT 11 IN DP 1000708

DP1213005

Subdivision Certificate No: SC 2015/0043

Date of Endorsement: 18/12/2015

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
111	511-513	PITWATER	ROAD	BROOKVALE
112	23	ROGER	STREET	BROOKVALE

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919
IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
2. EASEMENT FOR STORMWATER DRAINAGE 1 WIDE (B)
3. EASEMENT FOR STORMWATER DRAINAGE VARIABLE WIDTH (C)
4. EASEMENT FOR CAR PARKING VARIABLE WIDTH (P)(LIMITED IN STRATUM)
5. EASEMENT FOR ACCESS VARIABLE WIDTH (R) (LIMITED IN STRATUM)
6. EASEMENT FOR SIGNAGE VARIABLE WIDTH (S) (LIMITED IN STRATUM)
7. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)
8. EASEMENT FOR SERVICES VARIABLE WIDTH (Y) (LIMITED IN STRATUM)

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919
IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY 3.66 WIDE VIDE G607951

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140808 SUB

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  04.02.2016

PLAN OF SUBDIVISION OF
LOT 11 IN DP 1000708

DP1213005


Subdivision Certificate No: SC2015/0043
Date of Endorsement: 18/12/2015

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


- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed by PROWL PTY LIMITED
(ACN 083 739 851)
In accordance with
SECTION 127 of the Corporations Act

Signed Director


Richard Charles Kelly
Print Name

Signed Director/Secretary


Richard Charles Kelly
Print Name


Richard Charles Kelly

Pursuant to Registered Power of Attorney
Book 4594 No. 620

SIGNED SEALED AND DELIVERED
for and on behalf of ST. GEORGE
BANK - A DIVISION OF WESTPAC
BANKING CORPORATION ABN 33
007 0457 141 by its attorney under
of attorney dated 17 January 2001
registration No. 332 Book 4299 in the
Presence of:

) By executing this document the attorney
) states that they have received no notice
) of revocation of the power of attorney


Witness (signature)

ROBERT GLEESON

Name of Witness (Print)

WITNESS ADDRESS: LEVEL 25
200 BARANGAROO AVE
SYDNEY NSW 2000


ATTORNEY

Name: DEREK SMITH

Title: Three

Date: 9th November 2015

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140808 SUB

Form: 11R
Release: 4-1

REQUEST

New South Wales
Real Property Act 1900



AK5448Y

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act register. Section 30B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) STAMP DUTY	If applicable. Office of State Revenue use only		
(B) TORRENS TITLE	11/1000708		
(C) REGISTERED DEALING	Number	Torrens Title	
(D) LODGED BY	Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: 51536618 EDNEY	CODE R
(E) APPLICANT	PROWL PTY LIMITED (ACN 083 739 851)		
(F) NATURE OF REQUEST	REGISTRATION OF VOLUNTARY PLANNING AGREEMENT PURSUANT TO S.93H OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979		
(G) TEXT OF REQUEST	REGISTRATON OF VOLUNTARY PLANNING AGREEMENT PURSUANT TO S.93H OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 AS ANNEXED HERETO AND MARKED WITH THE LETTER "A".		

DATE

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

Company: PROWL PTY LIMITED (ACN 083 739 851)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Richard Charles Kelly
Director & Secretary

Name of authorised person:
Office held:

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant _____ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 22 1303

CT produced by 124 E on 12/11/2015

BN

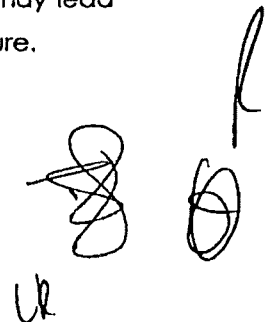
THIS Deed of Agreement is made the 7 day of July ²⁰¹⁵~~2014~~ between
the following Parties:

PARTIES

1. **Warringah Council** of 725 Pittwater Road, Dee Why, New South Wales
("Council")
2. **Kelly Trust No. 3 Pty Ltd** of 268 Anzac Parade, Kensington, New South Wales
("the Developer")

Background

- A. In October 2014 the Developer lodged the Current Development Application for Development Consent to carry out the Development on the Land.
- B. The Current Development Application was accompanied by an offer by the Developer to enter in to this Deed to provide the material public benefit if that Development Consent was granted.
- C. The Land currently has the benefit of the Existing Development Consent. The Existing Development Consent approves a form of development that exceeds the height controls in the LEP on that part of the Land that fronts Roger Street and Old Pittwater Road.
- D. The Development Application seeks approval for an additional storey of residential development on that part of the site fronting Roger Street and Old Pittwater Road over and above that which is approved by the Existing Development Consent but does not seek any additional height on that part of the Land fronting Pittwater Road, generally occupied by the Brookvale Hotel.
- E. The Development Application includes provision of the Pedestrian Link.
- F. Council is considering the preparation of a Master Plan for the Brookvale Town Centre, within which the Land is located, which Master Plan may lead to revised development controls for the Land at some time in the future.

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- G. Council is prepared to consider allowing additional height on the Roger Street and Old Pittwater Road portion of the site, albeit with a commensurate restriction in the height of any future development in the location of the Brookvale Hotel on the Land unless and until the Master Plan is prepared and put into effect by way of a new or amending Local Environmental Plan applying to the Land.
- H. The Applicant is prepared to provide an easement in favour of the Council for use of the Pedestrian Link by members of the general public.
- I. In entering into this Agreement the Council does not intend to fetter its discretion with respect to the Current Development Application and will undertake a full assessment of the Current Development Application in accordance with the provisions of the Act, the LEP and the DCP.

THIS DEED WITNESSES

1. Planning Agreement Under the Act

The Parties agree this Deed is a Planning Agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

2. Application of this Deed

The Planning Agreement constituted by this Deed applies to:

- 2.1 The Land; and
- 2.2 The Development.

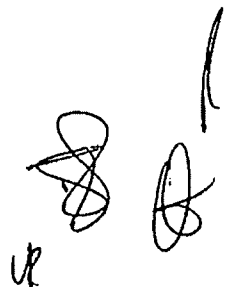
3. Operation of this Deed

- 3.1 Until this Deed operates, this document constitutes the Developer's irrevocable offer to enter into the Deed if Development Consent is granted to the Current Development Application.
- 3.2 This Deed only operates if Development Consent is granted to the Current Development Application.

4. Definitions and Interpretations

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3 of 22

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4.1 In this Deed the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979*.

Current Development Application means the Development Application for the Development lodged with Council in October 2014.

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering, or otherwise dealing with the Land but does not include the registration of a plan of subdivision relating to the Land.

Developer means the Kelly Trust No. 3 Pty Ltd, or its servants, successors, agents or assigns.

Development means:

- (a) A 5 storey shop top housing building comprising 6 offices suites, 3 ground floor retail units, 6 work/live retail/residential units and 73 residential units with 2 levels of underground carparking; and
- (b) Alterations and additions to the existing Brookvale Hotel including provision of on site parking for 40 cars, 32 of which spaces are for the Hotel and 8 spaces to be provided to the shop top housing component by way of easement; and
- (c) The Pedestrian Link.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost and/or the provision of a material public benefit.

DCP means Warringah Development Control Plan 2011.

Environmental Planning Instrument has the same meaning as in the Act.

Existing Development Consent means the Development Consent granted by the Land and Environment Court in proceedings 11106 of 2011, *Kelly Trust No. 3 Pty Ltd v Warringah Council*, by order dated 8 June 2012.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term *In a New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any other Act or Regulation relating to the imposition or administration of the GST.

Land means Lot 11 in Deposited Plan 1000708, commonly known as 511-513 Pittwater Road, Brookvale, New South Wales 2100, or any lot or lots created by subdivision of that lot.

LEP means Warringah Local Environmental Plan 2011.

Material Public Benefit means the material public benefit described in Schedule 3 to this Deed.

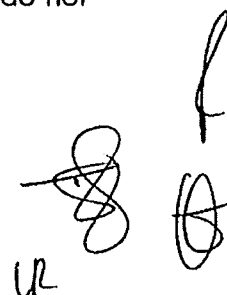
Party means a Party to this Deed including its successors and assigns.

Pedestrian Link means the Pedestrian Link generally following the northern boundary of the Land connecting the northern most portion of the site fronting Pittwater Road with the northern most portion of the site fronting Old Pittwater Road as depicted in the plans accompanying the Current Development Application.

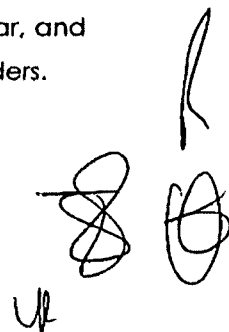
Regulation means the *Environmental Planning and Assessment Regulation 2000*.

4.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires.

- (a) Headings are inserted for convenience only and do not effect the interpretation of this Deed.

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- (b) A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- (e) A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment, or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or Government Agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

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- (k) References to the word "include" or "including" are to be construed without limitation.
- (l) A reference to this Deed includes the agreement recorded in this Deed.
- (m) A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, and the Parties successors and assigns.
- (n) Any Schedules and attachments form part of this Deed.

4.3 In the interpretation of this Deed terms defined in the Act or the LEP have the same meaning as in these instruments unless elsewhere defined in this Deed.

5. Development Contributions to be Made Under this Deed

The Parties agree that:

- 5.1 The Developer will provide the Material Public Benefit set out in Schedule 1 and as provided in this Deed.
- 5.2 The Developer agrees to register an easement over the Pedestrian Link in favour of Council permitting pedestrian access through the Land between the hours of 7am and 10pm. That easement shall be registered on title prior to the issue of any occupation certificate for the Development for which approval is sought.
- 5.3 The Developer acknowledges the additional height sought on the shop top housing component of the site by the Current Development Application. The Developer agrees to make no Development Application in respect of the Land that would, if approved, result in any building or buildings being constructed on or immediately above that portion of the Brookvale Hotel building proposed to be retained by the Development Application. This obligation shall cease on the coming into force of any change to the planning controls applicable to the Land.

6. Application of Section 94 and Section 94A of the Act to the Development

- 6.1 The application of Section 94 or 94A of the Act to the proposed Development is not excluded.
- 6.2 Development Contributions under this Deed are not to be taken into consideration in determining a development contribution under section 94 or section 94A of the Act.

7. Registration of this Deed


This Deed is not required to be registered.

8. Assignment and Dealings

The Developer shall not sell, transfer, assign or novate or similarly deal with ("Dealing") their right, title or interest in the Land (if any) or any of their rights or obligations under this Deed, or allow any interest in them to arise or be varied unless the Developer:

- 8.1 Gives the Council no less than 28 days notice in writing of the proposed Dealing; and
- 8.2 Procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such dealing taking effect a deed in favour of the Council in form and substance acceptable to the Council, acting reasonable whereby the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developers obligations and have the benefit of the Developer's rights under this Deed.

u



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9. Review of this Deed

Any amendment or revocation of this Deed shall be by agreement in writing and in compliance with section 93G of the Act.

10. Dispute Resolution

10.1 Notice of dispute

If a Party claims that a dispute has arisen under this Deed ("Claimant"), it must give written notice to the other Party ("Respondent") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("Claim Notice").

No Party may start Court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

10.2 Response to notice

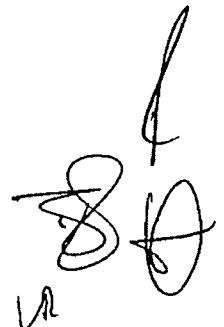
Within ten business days of receiving the claim notice, the respondent must notify the Claimant of its representative to negotiate the dispute.

10.3 The nominated representative must:

- (i) Meet to discuss the matter in good faith within five business days after services by the Respondent of notice of its representatives;
- (ii) Use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

10.4 Further notice if not settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute ("Dispute Notice") by mediation under clause 10.5 or by expert determination under clause 10.6.

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10.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (i) The Parties must agree to the terms of reference of the mediation within five business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (ii) The mediator will be agreed between the Parties, or failing agreement within five business days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (iii) The mediator appointed pursuant to this Clause 10.5 must;
 - (a) Have reasonable qualifications and practical experience in the area of disputes; and
 - (b) Have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (iv) The mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (v) The Parties must within five business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation.
- (vi) The Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement.

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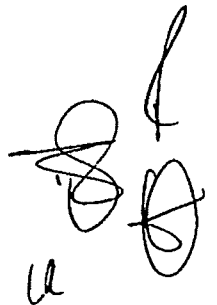
(vii) In relation to costs and expenses

- (a) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and
- (b) The cost for the mediator will be shared equally by the Parties unless the mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation to be born by that Party.

10.6 Expert Determination

If the dispute is not resolved under clause 10.3 or 10.5 the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (i) The dispute must be determined by an independent expert in the relevant field:
 - (a) Agreed upon and appointed jointly by the Council and the Developer; or
 - (b) In the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (ii) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (iii) The determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and containing reasons for the determination;

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- (iv) The expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (v) Each Party will bear its own costs in connection with the process and the determination by the expert together with and equal proportion of the expert's fees and costs; and
- (vi) Any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this Deed by any Party, in which event the expert is deemed to be giving a non binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

10.7 Litigation

If the dispute is not finally resolved in accordance with this clause 10, either Party is at liberty to litigate the dispute.

10.8 Continue to Perform Obligations

Each Party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

11. Enforcement

- 11.1 Nothing in this Deed prevents either Party from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Deed or any matter to which this Agreement relates.
- 11.2 Until such time as the Material Public Benefit has been provided in full the Developer must:

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- (a) Notify Council in writing of the name and contact details of any certifying authority to which it has applied for an Occupation Certificate at the same time that such application is made;
- (b) At the time it lodges any application for a Occupation Certificate notify the Certifying Authority in writing of the existence in terms of this Deed;
- (c) Procure and provide to Council a written acknowledgment from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue a Occupation Certificate until Council provides written confirmation that the Material Public Benefit has been provided.

12. Notices

12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below;
- (b) Faxed to that Party at its fax number set out below;
- (c) Emailed to that Party at its email address set out below.

Council

Attention: General Manager

Address: 725 Pittwater Road, Dee Why, NSW, 2099

Fax Number: 02 9971 4522

Email: council@warringah.nsw.gov.au

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Developer

Attention: Charles Kelly

Address: PO Box 512, KENSINGTON, NSW, 1465

Fax Number: 02 9313 7047

- 12.2 If a Party gives the other Party three business days notice of a change of its address or fax number, any notice, consent, information, application or requests is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by post, 2 business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 12.4 If any notice, consent, information, application or request is delivered, or any error free transmission report it relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day in the place of the Party to whom it is sent, it is to be treated as being given or made at the beginning of the next business day.

13. Approvals and Consent

Accept as otherwise set out in this Deed, and subject to any Statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

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14. Assignment and Dealings

Until the Material Public Benefit is provided in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so unless the Developer:

- 14.1 Gives Council no less than ten (10) Business Days' notice in writing of the proposed sale, transfer, assignment, novation, charge, encumbrance or other dealing with its rights in respect of the Land;
- 14.2 Procures that any buyer, transferee, assignee or novatee promptly executes a Deed in favour of Council whereby the buyer, transferee, assignee or novatee becomes contractually bound with Council to perform the Developer's obligations under this Deed;
- 13.3 in the event of a proposed charge, mortgage, encumbrance or other dealing with the Land, provides to Council a bank guarantee unlimited in time from a bank and on terms acceptable to Council to secure the payment of the Development Contribution.

15. Costs

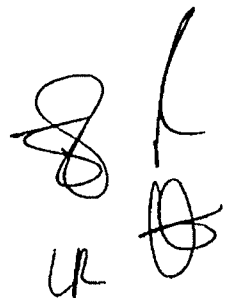
Council's costs of and incidental to the preparation and execution of this Deed and any related documents and registration of same shall be borne by the Developer.

16. Entire Deed

This Deed contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

17. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Deed and all transactions incidental to it.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'JL' and the other 'UP', with some additional scribbles.

18. Governing law and jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the nonexclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

19. Joint and individual liability and benefits

Except as otherwise set out in this Deed, any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

21. Representations and warranties

The Parties represent and warrant that they have power to enter into this Deed and comply with their obligations under the Deed and that entry into this Deed will not result in the breach of any law.

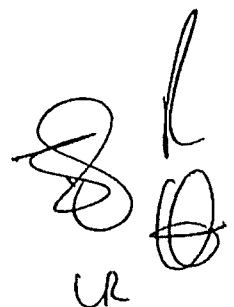
22. Severability

If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal.

23. Modification

No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed.

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Handwritten signature and initials, possibly 'UR'.

24. Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25. GST

- 25.1 Unless otherwise indicated, all amounts payable by one Party to the other Party in relation to a supply under this Deed have been calculated exclusive of any GST which may be imposed on the supply.
- 25.2 If any supply made under this Deed is, or becomes, subject to GST, the Party to whom the supply is made ("**Recipient**") must pay to the Party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Deed, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 25.3 Any amount in respect of GST payable under clause 25.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 25.4 If any Party is required to reimburse or indemnify the other Party for a cost or expense ("**Cost**") incurred by the other Party, the amount of that Cost for the purpose of this Deed is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the Party incurring the Cost is entitled to claim in respect of the Cost.
- 25.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Deed (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any

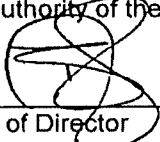
reduction in prices (excluding GST) charged to the Supplier. Both Parties must also comply with Part VB of the *Trade Practices Act 1974* (Cth).

26. Explanatory Note Relating to this Deed

26.1 Schedule 2 contains an explanatory note relating to this Deed required by clause 25E of the Regulation.

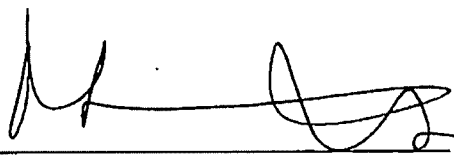
26.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the explanatory note in Schedule 2 is not to be used to assist in construing the Deed.

EXECUTED for and on behalf of
(78 741 473 560) in accordance with
Section 127(1) of the *Corporations Act*
2001 by authority of the Directors:



Signature of Director
Richard Charles Kelly

Name of Director



Signature of Witness
Megan Heaney

Name of Witness

Signed by Warringah Council
(ABN 31 565 068 406) by its
Attorney pursuant to Power of Attorney
Book 4580 No 889


Elizabeth Reeves

Signature of Witness
ELIZABETH REEVES

Name of Witness

725 Pittwater Road

Address
Ree Why 2094

Signature 

Print Name
Rik Hart

Office
GENERAL MANAGER

SCHEDULE 1 – DEVELOPMENT CONTRIBUTIONS SCHEDULE

The Developer agrees to provide the following material benefits to Council:

MATERIAL PUBLIC BENEFIT TO BE PROVIDED BY THE DEVELOPER		
The Developer includes in the Current Development Application in respect of the Land the Material Public Benefit set out below:		
Column 1	Column 2	Column 3
Development Contribution for Material Public Benefit	Intended Use/purpose	Date to be provided by the Developer
<ul style="list-style-type: none"> Construct as part of the Development approved by the Development Consent a Pedestrian Through Site Link connecting the northern most portion of the frontage of the Land to Pittwater Road with the northern most portion of the frontage of the Land to Old Pittwater Road and generally following the alignment of the northern boundary of the Land as depicted in the plans accompanying the Current Development Application Grant an easement in favour of Council and free of cost to Council pursuant to section 88B of the <i>Conveyancing Act 1919</i> permitting pedestrian access along the Pedestrian Link between the hours of 7am and 10pm. 	<ul style="list-style-type: none"> The provision of public amenities/infrastructure relating to the Land. 	<ul style="list-style-type: none"> To be created prior to the issue of an Occupation Certificate.

Explanatory Note

Introduction

The purpose of this Explanatory Note is to provide a summary to support the notification of the proposed planning agreement (the "**Planning Agreement**") prepared pursuant to section 93F of the *Environmental Planning and Assessment Act 1979* (the "**Act**").

The Developer has agreed to enter into the Planning Agreement in connection with the proposed Development Application No. 2014/1125 for a mixed use retail, commercial and residential development at 511-513 Pittwater Road, Brookvale (the "**DA**").

Parties to the Planning Agreement

Kelly Trust No. 3 Pty Ltd of 268 Anzac Parade, Kensington NSW (the "**Developer**") and Warringah Council (the "**Council**") of 725 Pittwater Road, Dee Why NSW.

Description of the Subject Land

- **LOT 11, DP 1000708 known as No. 511-513 PITTWATER ROAD, BROOKVALE ("the Land")**

Description of the Proposed Development

Construction of a 5 storey mixed use development that will include retail, commercial and residential units (the "**Development**"), comprising the following:

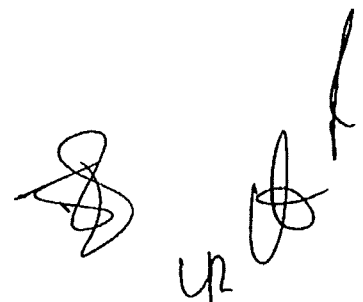
- 73 residential units
- 6 work/live SOHO style tenancies
- 5 retail units
- 3 office suites
- A publicly accessible through site link
- Additions and refurbishment of the existing Brookvale Hotel
- 106 carparking spaces
- A variation of the LEP height controls to provide additional height at the rear of the site along Roger Street and Old Pittwater Road
- A limitation to the existing height for the Pittwater Road frontage over the existing hotel until such time as the existing planning controls for this land are changed

Summary of Objectives, Nature and Effect of the Planning Agreement

Objectives of Planning Agreement

- The objective of the planning Agreement is to implement the Developer offer to provide material public benefits to be used towards a public purpose in conjunction with the carrying out of development in the DA.

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Handwritten signatures and initials, including a large stylized signature and the initials 'up'.

Nature of Planning Agreement

- The Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. It is an agreement between the Council, the Developer who is also the owner of the land to which the agreement applies. The Planning Agreement is a voluntary agreement under which Development Contributions (as referred to in clause 8 and schedule 1 of the Planning Agreement) are made by the Developer for various public purposes (as defined in s93F(3) of the Act).

Effect of the Planning Agreement

The Planning Agreement provides as follows:

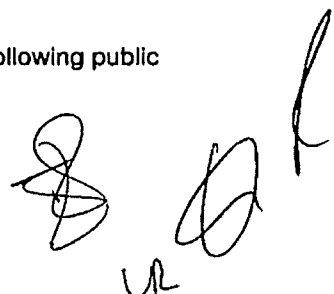
1. The Developer will provide the Material Public Benefit set out in Schedule 1 and as provided in this Deed.
2. The Developer agrees to register an easement over the Pedestrian Link in favour of Council permitting pedestrian access through the Land between the hours of 7am and 10pm. That easement shall be registered on title prior to the issue of any occupation certificate for the Development for which approval is sought.
3. The Developer acknowledges the additional height sought on the shop top housing component of the site by the Current Development Application. The Developer agrees to make no Development Application in respect of the Land that would, if approved, result in any building or buildings being constructed on or immediately above that portion of the Brookvale Hotel building proposed to be retained by the Development Application. This obligation shall cease on the coming into force of any change to the planning controls applicable to the Land.
4. The application of s94 and s94A contribution levies to the DA is not excluded.
5. This Deed is not required to be registered.
6. The Developer shall not sell, transfer, assign or novate or similarly deal with ("Dealing") their right, title or interest in the Land (if any) or any of their rights or obligations under this Deed, or allow any interest in them to arise or be varied unless the Developer:
 - (a) Gives the Council no less than 28 days notice in writing of the proposed Dealing; and
 - (b) Procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such dealing taking effect a deed in favour of the Council in form and substance acceptable to the Council, acting reasonable whereby the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developers obligations and have the benefit of the Developer's rights under this Deed..
7. Dispute resolution by mediation.
8. The agreement is governed by the law of New South Wales.
9. Makes provision in relation to the payment of GST if necessary.
10. The Planning Agreement operates only after development consent is granted to the DA.

Assessment of Merits of Planning Agreement

The planning purpose of the Planning Agreement

In accordance with section 93F(2) of the Act, the Planning Agreement has the following public purposes:

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- To provide for a permanent and publicly accessible pedestrian through-site link.
- Retention of the current building height over the part of the site which contains the Brookvale Hotel fronting Pittwater Road.

The Planning Agreement provides a reasonable means of achieving the planning purpose set out above.

How the Planning Agreement promotes the public interest

The Planning Agreement promotes the public interest by:

- Providing a permanent through-site link which will permit pedestrian access through the land between Pittwater Road and Old Pittwater Road.
- Maintaining the current permitted building height over the part of the site which contains the Brookvale Hotel fronting Pittwater Road.

How the Planning Agreement promotes the objects of the Act

The Planning Agreement promotes the following objects of the Act:

- The promotion and co-ordination of the orderly and economic use and development of land; and
- The provision and co-ordination of community access.

How the Planning Agreement promotes the Council's Charter under section 8 of the Local Government Act

The Planning Agreement promotes the Council's Charter under section 8 of the *Local Government Act 1993* by:

- Providing appropriate community facilities by the pedestrian link; and
- Assisting with proper management of the environmental by the restriction on development at the Pittwater Road part of the Land.

Whether the Planning Agreement conforms with the Council's Capital Works Program

The Planning Agreement does not form part of and it is not relevant to the Council's capital works program.


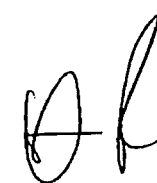
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or the registration of the plan of subdivision

Yes

Interpretation of Planning Agreement

The Explanatory Note is not to be used to assist in construing the Planning agreement.

22/22


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919¹

DP1213005

(Sheet 1 of 6 Sheets)

Plan:

Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. *Sc-2015/0043* dated *18/12/2015*

Full name and address of owner of the land:

Prowl Pty Limited
 PO Box 642, Kensington, NSW, 2033

268 Anzac Parade

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Access Variable Width (A) (Limited in Stratum)	112	111
2.	Easement for Stormwater Drainage 1 wide (B)	111	112
3.	Easement for Stormwater Drainage Variable Width (C)	111	112
4.	Easement for Car Parking Variable Width (P) (Limited in Stratum)	112	111
5.	Easement for Access Variable Width (R) (Limited in Stratum)	112	D/410277
6.	Easement for Signage Variable Width (S) (Limited in Stratum)	112	111
7.	Right of Public Access Variable Width (X) (Limited in Stratum)	111 112	Warringah Council
8.	Easement for Services Variable Width (Y) (Limited in Stratum)	112	111 D/410277

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Right of Carriageway 3.66 wide vide G607951	11/1000708	D/410277

WARRINGAH COUNCIL

[Signature]
 Authorised Person

DP1213005

ePlan
(Sheet 2 of 6 Sheets)

Plan: Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. SC 2015/0043 dated 18/12/2015

Full name and address of owner of the land: Prowl Pty Limited
~~PO Box 642~~, Kensington, NSW, 2033
268 Anzac Parade

PART 2 (Terms of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan: The Registered Proprietor of Lot 111

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 in the plan: The Registered Proprietor of Lot 112

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing,

WARRINGAH COUNCIL


Authorized Person

DP1213005

ePlan
(Sheet 3 of 6 Sheets)

Plan:

Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision
Certificate No. *SC2015/0043* dated *18/12/2015*

Full name and address
of owner of the land:

Prowl Pty Limited
~~PO Box 542~~, Kensington, NSW, 2033

268 Anzac Parade

maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 in the plan: The Registered Proprietor of Lot 112

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without vehicles or both to and from the said dominant tenement or any such part thereof and to park not more than ten (10) vehicles on the servient tenement.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 4 in the plan: The Registered Proprietor of Lot 111

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 5 in the plan: The Registered Proprietor of Lot D in Deposited Plan 410277

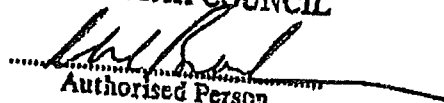
6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.

The proprietor of Lot 111 shall be permitted to erect and allow to remain on the burdened lot signage for any purpose including for the advertising of the business operated on Lot 111, where such signage shall be located:

- (a) On and/or within close proximity to the right of access numbered 7 in the plan being the public pedestrian link to and from Roger Street to the benefitted Lot; and
(b) On any wall adjoining the easements for access numbered 1 and 5 respectively in the plan being a driveway for access to and from the benefitted lot to Old Pittwater Road, the purpose of which would be to provide direction to patrons of the benefitted lot.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 in the plan: The Registered Proprietor of Lot 111

WARRINGAH COUNCIL


Authorised Person

DP1213005

ePlan
(Sheet 4 of 6 Sheets)

Plan:

Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision
Certificate No. *SC2015/0043* dated *18/12/2015*

Full name and address
of owner of the land:

Prowl Pty Limited
~~PO Box 542~~, Kensington, NSW, 2033
268 Anzac Parade

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass on foot at all times and for all purposes, without animals or vehicles to and from the said dominant tenement or any such part thereof.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 in the plan: Warringah Council

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.

The body having the benefit of this easement may:

- (a) provide domestic services supplied by that body through each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened; and
 - taking anything on to the lot burdened; and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.


In exercising those powers, the body having the benefit of this easement must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

For the purposes of this easement "domestic services" includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 in the plan: The Registered Proprietor of Lot 111 and Lot D/410277.

WARRINGAH COUNCIL


.....
Authorised Person

DP1213005

ePlan
(Sheet 5 of 6 Sheets)

Plan:

Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision
Certificate No. ~~SC-2015/0043~~ dated 18/12/2015

Full name and address
of owner of the land:

Prowl Pty Limited
~~PO Box 542~~, Kensington, NSW, 2033

268 Anzac Parade

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

Corporation: Prowl Pty Limited ACN 083 739 851
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:



Name of authorised person:
Office held:

Director

Signature of authorised person:



Name of authorised person:
Office held:

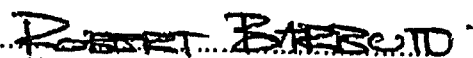
Director

Richard Charles Kelly

Pursuant to Registered Power of Attorney
Book 4594 No. 620

Signed by)
being a person authorised to sign on behalf)
of Warringah Council before me:)


Signed

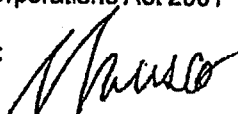

Print Name

Rob Barbulo
Development Engineering Manager
Occupation/Title

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

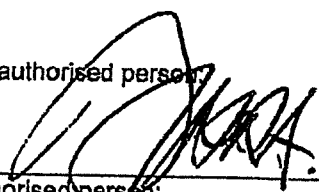
Corporation: Tuyute Pty Limited ACN 003 185 680
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:



Name of authorised person: LUIGI MARASCO
Office held: DIRECTOR

Signature of authorised person:



Name of authorised person:
Office held:

Bruno Costa
Director

DP1213005

ePlan
(Sheet 6 of 6 Sheets)

Plan: Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision
Certificate No. SC2015/0043 dated 18/12/2015

Full name and address of owner of the land: Prowl Pty Limited
PO Box 542, Kensington, NSW, 2033

268 Anzac Parade

Dated at Sydney this 11th day of November 2015)
Signed in the presence of ROBERT GLEESON)
the Attorney of Westpac Banking Corporation)
pursuant to Registered Power of Attorney)
Book 4299 No 332 who is personally)
known to me;

Signed

Robert Gleeson
Senior Manager

Print Name

Occupation/Title

WITNESS ADDRESS: LEVEL 25
200 BARANGAROO AVE
SYDNEY NSW 2000

Signed for and on behalf of Westpac Banking
Corporation by its said Attorney

JOHN SANDERS

TIER 3 ATTORNEY

WARRINGAH COUNCIL

Authorised Person

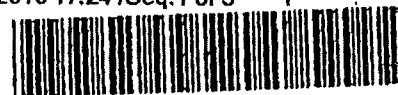
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04.02.2016

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Licence: 01-05-040
Licensee: LEAP Legal Software Pty Limited
Firm name: Kosmin & Associates

**TRANSFER
INCLUDING COVENA**



AK387534V

New South Wales/
Real Property Act 1900

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

STAMP DUTY

Office of State Revenue use only

Office of State Revenue (NSW)
Client No: 1411509
Duty: \$10
Trans No: 8600514-00
Assd date: 18/3/16

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(A) **TORRENS TITLE**
27 MAY 2016

Folio 112/1213005

(B) **LODGED BY**
TIME: 9:26

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Rhodes NSW 2138

Reference:

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LLPN: 12301TG

CODE

TV

(C) **TRANSFEROR**

PROWL PTY LIMITED A.C.N. 083 739 851

(D)

The transferor acknowledges receipt of the consideration of \$14,750,000.00 and as regards the land specified above transfers to the transferee an estate in fee simple and the transferee covenants with the transferor as fully set out in schedule 1 hereto.

(E)

(F)

Encumbrances (if applicable):

(G) **TRANSFEEEE**

DL BROOKVALE PTY LTD A.C.N. 607 265 538

(H)

TENANCY:

DATE 18 MARCH 2016

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

Company: PROWL PTY LIMITED ACN 083 739 851

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: Director

Name of authorised person:

Office held: Director

CERTIFIED AS CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 AND EXECUTED ON BEHALF OF THE COMPANY NAMED BELOW BY THE AUTHORISED PERSON WHOSE SIGNATURE APPEARS BELOW PURSUANT TO THE AUTHORITY SPECIFIED

COMPANY: DL BROOKVALE PTY LTD ACN 607 265 538
AUTHORITY: SEC. 127 CORPORATIONS ACT 2001

Raymond Touma

RAYMOND TOUMA
SOLE DIRECTOR/SECRETARY

Signature: *[Signature]*
Signatory's name: Gary Kosmin
Signatory's capacity: Solicitor for the Transferee

(J) The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 102266 Full name: Gary Kosmin Signature: *[Signature]*

1030214

(K) **SCHEDULE 1 TO TRANSFER**

(L) **Dated** 18 MARCH 2016

From: PROWL PTY LIMITED A.C.N. 083 739 851

To: DL BROOKVALE PTY LTD A.C.N. 607 265 538

(M) **Land benefited by covenant**

111/1213005

Land burdened by covenant:

112/1213005

(N) **Terms of the covenant**

No hotel licence, bar or bottle shop shall be operated on the land burdened by this covenant without the prior consent of the Transferor and this restriction shall not be released, varied or modified without the written consent of the said Transferor or registered proprietor of the land benefited by this covenant.

(O)

Signature of witness:

Signature of witness:

ANDREW O'DONNELL
357 KILPATRICK ROAD
MUSMAN NSW 2088

Signature of transferor:

Signature of transferee's Solicitor:

GARY KOSMIN

Annexure A to Transfer Including Covenant

PARTIES:

PROWL PTY LIMITED ACN 083 739 851 - Transferor
DL BROOKVALE PTY LIMITED ACN 607 265 538 - Transferee

I certify that I am an eligible witness and that the Transferor's attorney signed this dealing in my presence.
[See note* below].

Signature of witness

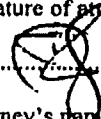


Name of witness: **ANDREW O'DONNELL**

Address of witness: **357 MILITARY ROAD
MOSSMAN, NSW 2088**

Certified correct for the purposes of the Real Property Act 1900 by the Transferor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

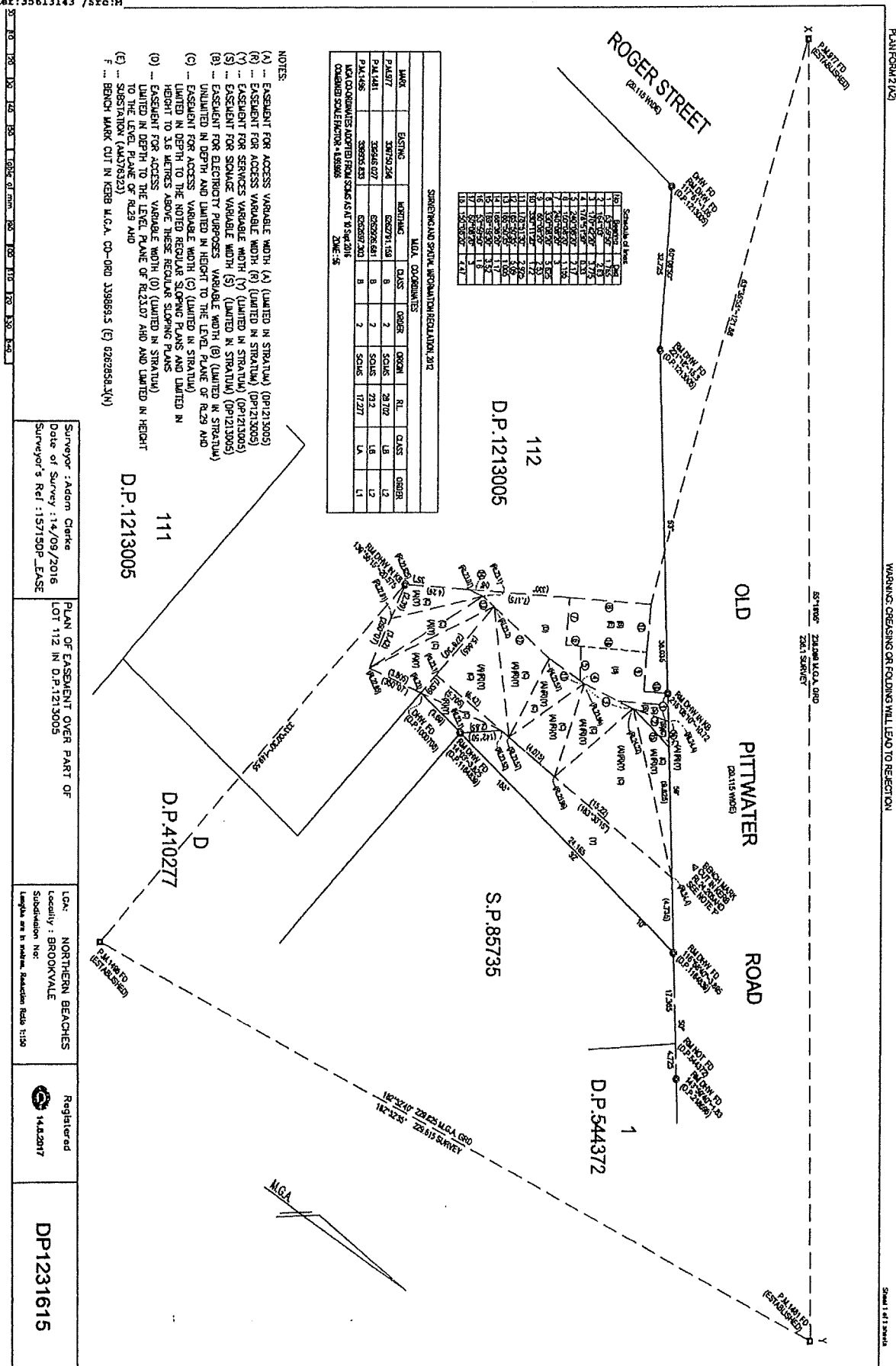


Attorney's name: Richard Charles Kelly
Signing on behalf of: Prowl Pty Limited (ACN 083 739 851)

Power of attorney - Book: 4594
- No.: 520





Req:R492168 /Doc:DF 1231615 P /Rev:14-Aug-2017 /Sta:SC.OK /Pg:ALL /Prt:09-Oct-2017 15:58 /Seq:1 of 3
Ref:35613143 /Src:M



PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Registered:  14.8.2017 Title System: TORRENS Purpose: EASEMENT	Office Use Only  DP1231615 S Office Use Only	
PLAN OF EASEMENT OVER PART OF LOT 112 IN D.P.1213005.		LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		Survey Certificate I, Adam Clerke of Adam Clerke Surveyors Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 10/04/13 *(b) The part of the land shown in the plan ("being" excluding ^ Lot 112) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 14/09/16, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: Dated: 18/2/17. Surveyor ID: 8490 Datum Line: X - Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.		
Statements of Intention to dedicate public roads, public reserves and drainage reserves.		Plans used in the preparation of survey/compilation. D.P.1213005 D.P.1000708 D.P.1164839 D.P.218698 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference:15715DP_EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Registered:  14.8.2017

Office Use Only

Use Only

DP1231615

PLAN OF EASEMENT OVER PART OF LOT
112 IN D.P.1213005.

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

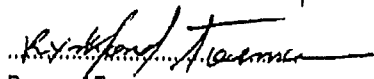
Date of Endorsement:

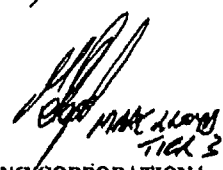
Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:


1. Easement for ^{Electricity} ~~electrical~~ purposes variable width (B). (limited in stratum)
2. Easement for access variable width (C) & (D). (limited in stratum)


Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to release:


1. ~~Right of way~~ ^{3.205 wide} W148334.
2. Easement for ~~electrical~~ ^{Electricity} purposes W148334


Raymond Touma
Sole Director/Secretary
DL (Brookvale) Pty Ltd
ACN 607265538


SIGN on behalf of
WESTPAC BANKING CORPORATION by its
attorney(s) under power of attorney dated 17 January
2001 registered book 4299 no 332 in the presence of:

 Laura Lawrence
Level 25, Tower Two
International Towers Sydney
200 Barangaroo Avenue
Barangaroo NSW 2000


Signature of witness


Signature of Agent for
Rob Whitfield, NSW Treasury
Secretary (NSW Treasury's delegate
Secretary under delegation dated
24 November 2015) on behalf of
Alpha Distribution Ministerial
Holding Corporate

YANNICK TRAN
Name of witness in full
52 Martin Place
SYDNEY NSW 2000

ANGELO KALIKETAS
Name of Agent in full

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15715DP_EASE

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**



DP1231615 B

(Sheet 1 of 4 sheets)

Plan of Easement over part of Lot 112 in
 DP1213005

Full name and address of the owner of the land: DL Brookvale Pty Ltd
 ACN 607 265 538
 P.O. Box 42
 Hunters Hill NSW 2110

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electrical ^{electricity} purposes variable width (B) (limited in stratum)	112/1213005	Alpha Distribution Ministerial Holding Corporation A.H.
2.	Easement for access variable width (C) & (D) (limited in stratum)	112/1213005	Alpha Distribution Ministerial Holding Corporation R. Tamm

~~PART 1A (Release)~~

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of way created by W148334	112/1213005	Alpha Distribution Ministerial Holding Corporation
2.	Easement for electrical ^{electricity} purposes created by W148334	112/1213005	Alpha Distribution Ministerial Holding Corporation A.H. R. Tamm

PART 2 (Terms)

- Terms of easement for electricity purposes variable width (B) numbered one in the plan

An easement for electricity purposes in the terms set out in Memorandum AK980904 filed in the office of the Land and Property Information office.

A.H.
 R. Tamm

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

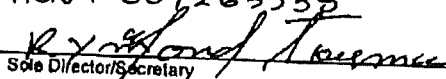
DP1231615

(Sheet 2 of 4 sheets)
Plan of Easement over part of Lot 112 in
DP1213005

**2. Terms of easement for access variable width (C) & (D) numbered two in the
plan**

An easement for access in the terms set out in Memorandum AK980904 filed in the
office of the Land and Property Information office.

Signed by DL Brookvale Pty Ltd in accordance
with section 127 Corporations Act 2001:
ACN : 607265539


Sole Director/Secretary

Raymond Touma
Print name

~~Signed on behalf of Alpha Distribution
Ministerial Holding Corporation by its attorney in
the presence of:~~

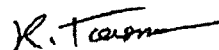
~~Witness~~

~~Print name~~

~~Print address~~

~~Attorney~~

~~Print name~~



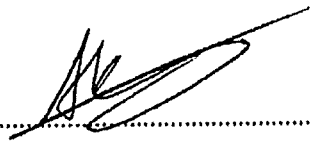
A.k.
A

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1231615

Sheet ³ ~~2~~ of ⁴ ~~3~~ Sheets part of
Plan of easement~~s~~ over Lot 112 in
DP1213005

Signed sealed and delivered for and on
behalf of Alpha Distribution Ministerial
Holding Corporation:


Signature of Agent for Rob Whitfield, NSW
Treasury Secretary (NSW Treasurer's *delegate*
~~Secretary~~ under delegation dated
24 November 2015), on behalf of Alpha
Distribution Ministerial Holding
Corporation



Signature of Witness

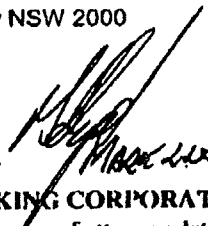
ANGELO URZIKETOS


Name of Agent in full

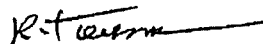
YANNICK TRAN

Name of Witness in full

52 Martin Place Sydney NSW 2000


SIGN on behalf of
WESTPAC BANKING CORPORATION by its
attorney(s) under power of attorney dated 17 January
2001 registered book 4299 no 332 in the presence of:

 Laura Lawrence
Level 25, Tower Two
International Towers Sydney
200 Barangaroo Avenue
Barangaroo NSW 2000



INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1231615

(Sheet ⁴ of ⁴ sheets)
Plan of Easement over part Lot 112 in
DP1213005

Signed on behalf of Westpac Banking
Corporation by its attorney under power of
attorney registered book 4299 no 332 in the
presence of:

Witness

Laura Lawrence

Print name

Level 25, Tower Two, International Towers
Sydney, 200 Barangaroo Avenue
Sydney NSW 2000

Print address

Attorney

Mark Lloyd - Tice 3

Print name

REGISTERED



14.8.2017

28162122.1 CBP CBP

Signed by DL Brooke
Phy Ltd ACN 607 265
538

P. J. Lawrence
SOLE DIRECTOR /
SECRETARY

Form: 07L
Release: 4-0

LEASE

New South Wales
Real Property Act 1901



AM376323W

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

STAMP DUTY

Office of State Revenue use only

TORRENS TITLE

Property leased
Certificate of Title 112/1213005

PART being the premises shown as "E" on Deposited Plan 1231615

(B) LODGED BY

Document
Collection
Box
654X

Name, Address or DX, Telephone, and Customer Account Number if any

M J ARMSTRONG & CO - DENTONS

Reference: 654X LPP:131317K

36435223 DENTONS: 347556

CODE

L

(C) LESSOR

RELODGED

28 JUL 2017

TIME 3:10

(E) LESSEE

DL Brookvale Pty Ltd
ABN 58 468 942 058

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

(F)

TENANCY:

(G) 1. TERM 50 years

2. **COMMENCING DATE** 9. 2. 2017

3. **TERMINATING DATE** 8. 2. 2067

4. With an **OPTION TO RENEW** for a period of 25 years
set out in clause 29 of Memorandum AK980904

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.

8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
No. AK980904

9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

CT PROD. 426 FOR THIS L.

4/5/17.

R7098

[Handwritten signatures and initials]

Form: 07L
Release: 4-0

LEASE

New South Wales
Real Property Act 1900



AM376323W

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

STAMP DUTY

Office of State Revenue use only

TORRENS TITLE

Property leased

Certificate of Title 112/1213005

PART being the premises shown as "E" on Deposited Plan 1231615

(B) LODGED BY

Document
Collection
Box
654X

Name, Address or DX, Telephone, and Customer Account Number if any

M J ARMSTRONG & CO - DENTONS

654X LPP:131317K

Reference: ~~3475223~~ DENTONS: 347556

CODE

L

(C) LESSOR

RELODGED

28 JUL 2017

TIME: 3:10

(E) LESSEE

DL Brookvale Pty Ltd
ABN 58 468 942 058

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

(F)

TENANCY:

(G) 1. TERM 50 years

2. COMMENCING DATE 9. 2. 2017

3. TERMINATING DATE 8. 2. 2067

4. With an OPTION TO RENEW for a period of 25 years

set out in clause 29 of Memorandum AK980904

5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.

6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.

8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
No. AK980904

9. The RENT is set out in clause No. 5 of Memorandum AK980904

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 23

CT PROD. 426 FOR THIS L.

4/5/17.

R7098

[Handwritten signatures and initials]

1203

DATE _____

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

Corporation: DL Brookvale Pty Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *Raymond Touma*

Signature of authorised person: _____

Name of authorised person: _____

Name of authorised person: _____

Office held: Raymond Touma

Office held: _____

Sole Director/Secretary

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: _____

Signature of attorney: _____

Name of witness: _____

Attorney's name: _____

Address of witness: _____

Signing on behalf of: See Annexure A

Power of attorney-Book: _____

-No.: _____

(I) **STATUTORY DECLARATION***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

☐ Justice of the Peace ☐ Practising Solicitor ☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was _____

Signature of witness: _____

Signature of applicant: _____

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

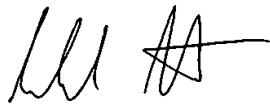
Annexure **A** to LEASE

Parties:

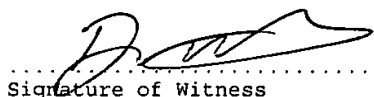
DL Brookvale Pty Ltd and Alpha Distribution Ministerial Holding Corporation

Dated

Signed sealed and delivered for and on)
behalf of Alpha Distribution Ministerial)
Holding Corporation:)



)
) Signature of Agent for Rob Whitfield,
) NSW Treasury Secretary (NSW Treasurer's *delegate*
) ~~Secretary~~ under delegation dated
) 24 November 2015), on behalf of Alpha
) Distribution Ministerial Holding
) Corporation

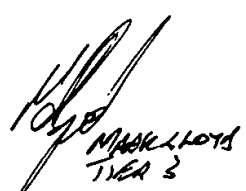


.....
Signature of Witness

Richard Dent
.....
Name of Agent in full

..... *DAMIEN MARK HUGHES*
Name of Witness in full

52 Martin Place Sydney NSW 2000



SIGN on behalf of
WESTPAC BANKING CORPORATION by its
attorney(s) under power of attorney dated 17 January
2001 registered book 4299 no 332 in the presence of:

RL *Laura Lawrence*
Level 25, Tower Two
International Towers Sydney
200 Barangaroo Avenue
Barangaroo NSW 2000



FILM WITH AM376323
sparke
HELMORE
LAWYERS

16 January 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid acquisition of lease from DL Brookvale Pty Ltd
Property: 23 Roger Street, Brookvale
Caveat No.: AK945640
Our ref: HEM/AUS096-01097

We act for Ausgrid and on behalf of Ausgrid lodged caveat AK945640 to protect Ausgrid's interest under a Deed of Agreement for Lease.

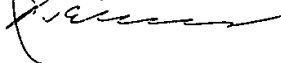
We are instructed to consent to the registration of the following:

- 1 A lease in favour of Ausgrid;
- 2 An easement plan prepared by Adam Clerke (surveyor's reference 15715DP_EASE) and the accompanying s 88B instrument.

Caveat AK945640 should remain on the title on the registration of a lease in favour of Ausgrid.

If you require any additional information please contact our office.

Yours faithfully



Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7200
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEMJBF\5398136311

Form: 13PC
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

AN410284T

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

(A) **TORRENS TITLE**

112/1213005

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOUNA PO BOX 42 HUNTERS HILL 2110 - 0418242202	CODE PC
Reference:		

(C) **REGISTERED PROPRIETOR**

Of the above land
DL/Brookvale Pty Ltd ACN 607 265 538

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AM10662	Westpac banking Corporation

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Northern Beaches Council

- (F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*

Signature of authorised officer: *[Signature]*

Name of witness: GERAINT BREESE

Name of authorised officer: PAUL DAVID

Address of witness: 40 NORTHERN BEACHES COUNCIL
725 PITTWATER RD DEE WLY

Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**

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

Company:
Authority:

Signature of authorised person: *[Signature]*

Signature of authorised person:

Name of authorised person: RAYMOND TOUNA

Name of authorised person:

Office held: Sole Director / Sec

Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AM10662

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

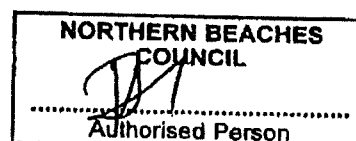
Address of witness:

Annexure 'A'

Terms of Positive Covenant

The registered proprietors covenant with the Northern Beaches Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the OSD, or failure to clean, maintain and repair the OSD.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph I hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.



R. Tassman

- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:


Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No: DA2014/1125 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify the positive covenant referred to:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

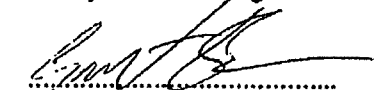

.....

Signature of delegate

PAUL DAVID
.....

Name of delegate

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




.....

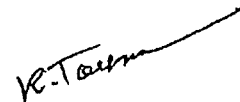
Signature of Witness

GERALD BREESE
.....

Name of Witness

C/O NORTHERN BEACHES COUNCIL
725 FITZWATER RD DEE WHY
.....

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST. GEORGE) states that they have received no notice Address of Witness
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
607 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4299 in the)
Presence of: 
Witness (signature) 
Name of Witness (Print) CHAZ VAN DE GEYN
Name of Attorney JOHN CHEAH
Tier: 3
Date: 8/6/2016





AN410285R

Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales

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

Section 88E(3) Conveyancing Act 1919

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**

112/1213005

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOUNA PO BOX 42 HUNTERS HILL 2110 0418 242 202	CODE PC
Reference:		

(C) **REGISTERED PROPRIETOR**

R. Touna

Of the above land
DL/Brookvale Pty Ltd ACN 607 265 538

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AM10662	Westpac Banking Corporation

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Northern Beaches Council

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Paul David

Signature of authorised officer:

Sean Khoo

Name of witness:

PAUL DAVID

Name of authorised officer:

SEAN KHOO

Address of witness: **725 PITTWATER ROAD**

DEE WHY NSW 2099

Position of authorised officer: **ACTING PRINCIPAL ENGINEER,**
MAJOR DEVELOPMENTS

(G) **Execution by the registered proprietor**

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

Company:

Authority:

Signature of authorised person:

Raymond Touna

Signature of authorised person:

Name of authorised person:

RAYMOND TOUNA

Name of authorised person:

Office held: **Sole DIRECTOR/Sec**

Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AM10662

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

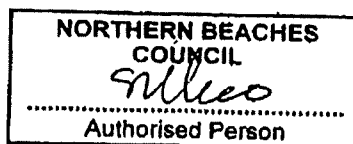
Name of witness:

Address of witness:

Annexure 'A'

THIS IS ANNEXURE "A" TO A POSITIVE COVENANT IMPOSED BY NORTHERN BEACHES COUNCIL UPON THE LAND DESCRIBED IN CERTIFICATE OF TITLE FOLIO IDENTIFIER 112/1213005 BY INSTRUMENT DATED THE DAY OF YEAR

- 1 In this Covenant the expressions defined in this clause shall have the meanings as described to them unless the context otherwise requires:
Community Scheme means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act. Contractor means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority. Land Burdened means the land described in Certificate of Title Folio Identifier, Prescribed Authority means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened. Owners corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be. Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.
2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for:
- a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;
 - b. the delivery, removal, inspection and repair of Waste containers.
3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.




R. T. Lawrence

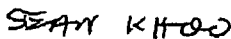
4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at New South Wales Land Registry Services ("LRS") including obtaining the production of the Certificate of Title of the Land Burdened at LRS to enable registration at such office of this covenant.
8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT REFERRED TO:

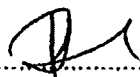
NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.


.....
Signature of delegate

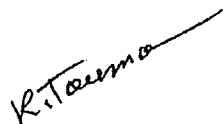

.....
Name of delegate

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


.....
Signature of Witness


.....
Name of Witness

725 PITTSWATER ROAD, DEER WHY NSW 2099
Address of Witness



Annexure B

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
007 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4299 in the)

Presence of:

Witness (signature)

CHRIS VAN DE GEYN
Name of Witness (Print)

ATTORNEY

Name: JOHN CHEAM

Tier: 3

Date: 8/6/2018

R. Taum



Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales

AN410286P

Section 88E(3) Conveyancing Act 1919

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**

112/1213005

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOURNA PO. BOX 42 HUNTERS HILL 2110 0418242 202	CODE RV
Reference:		

(C) **REGISTERED PROPRIETOR**
R. Tourn

Of the above land
DL ~~Brookvale~~ Pty Ltd ACN 607 265 538

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AM10662	Westpac Banking Corporation

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Northern Beaches Council

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*
Name of witness: **GERALD BREESE**
Address of witness: **C/O NORTHERN BEACHES COUNCIL 725 FITZWATER RD DEE WHY**

Signature of authorised officer: *[Signature]*
Name of authorised officer: **PAUL DAVID**
Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: **DL ~~Brookvale~~ Pty Ltd ACN 607 265 538**
Authority: **(BROOKVALE)**

Signature of authorised person: <i>[Signature]</i>	Signature of authorised person:
Name of authorised person: RAYMOND TOURNA	Name of authorised person:
Office held: SALES DIRECTOR / SEC	Office held:

(H) The mortgagee under mortgage No. AM10662 agrees to be bound by this restriction.
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:	Signature of mortgagee:
Name of witness:	
Address of witness:	

[Signature]

Annexure 'A'

Terms of Restriction on the Use of Land

The registered proprietors covenant with the Northern Beaches Council (Council) that they will not:

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written content of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No: DA2014/1125 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify the restriction referred to:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

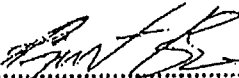
.....


Signature of delegate

.....
PAUL DAVID

Name of delegate

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

.....


Signature of Witness

.....
GERAINT BREESE

Name of Witness

.....
C/O NORTHERN BEACHES COUNCIL
725 PITTWATER RD DEE WHY

Address of Witness



Annexure B

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
607 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4299 in the)
Presence of:

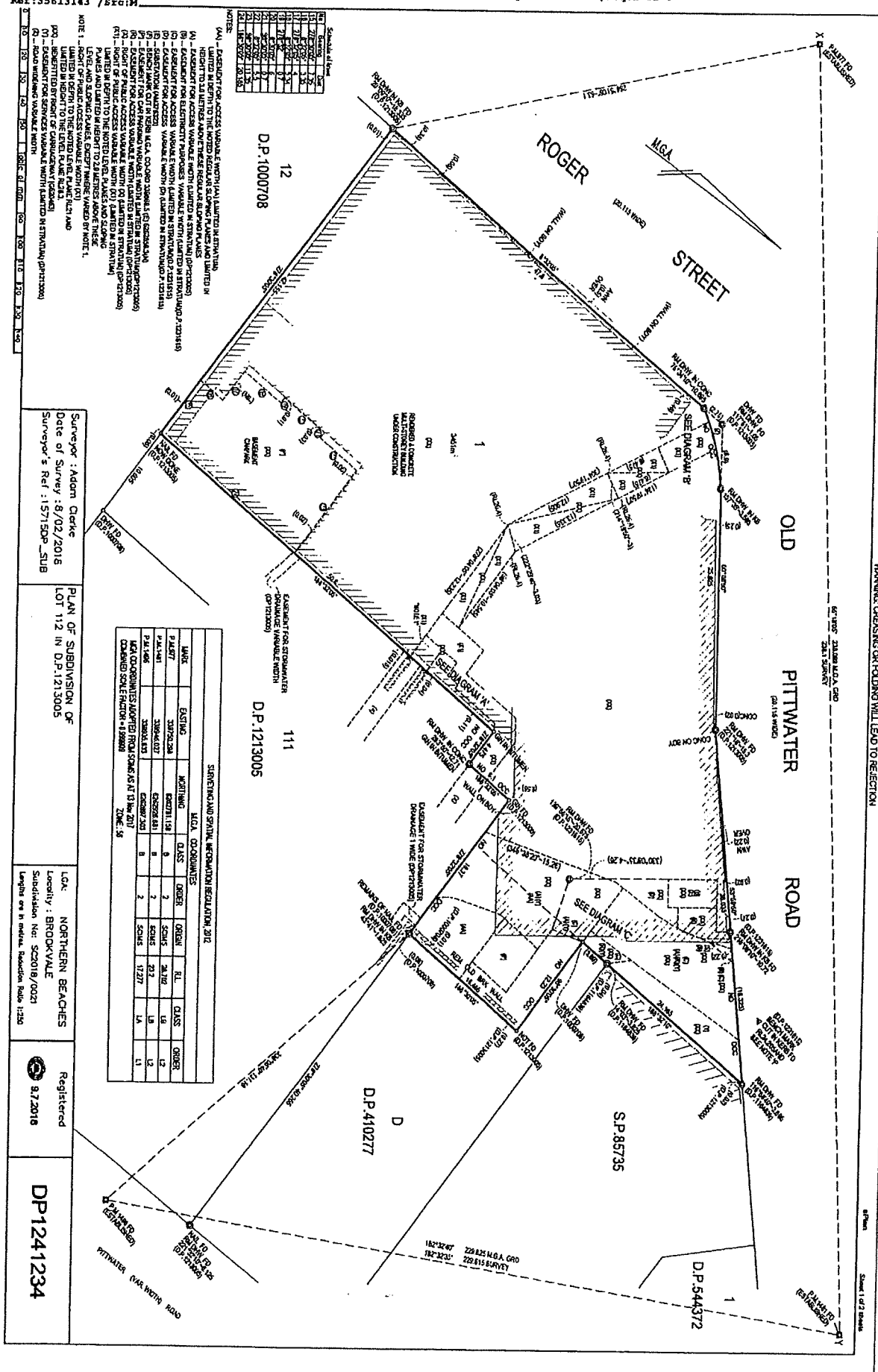
Chris Van de Aeyn
Witness (signature)

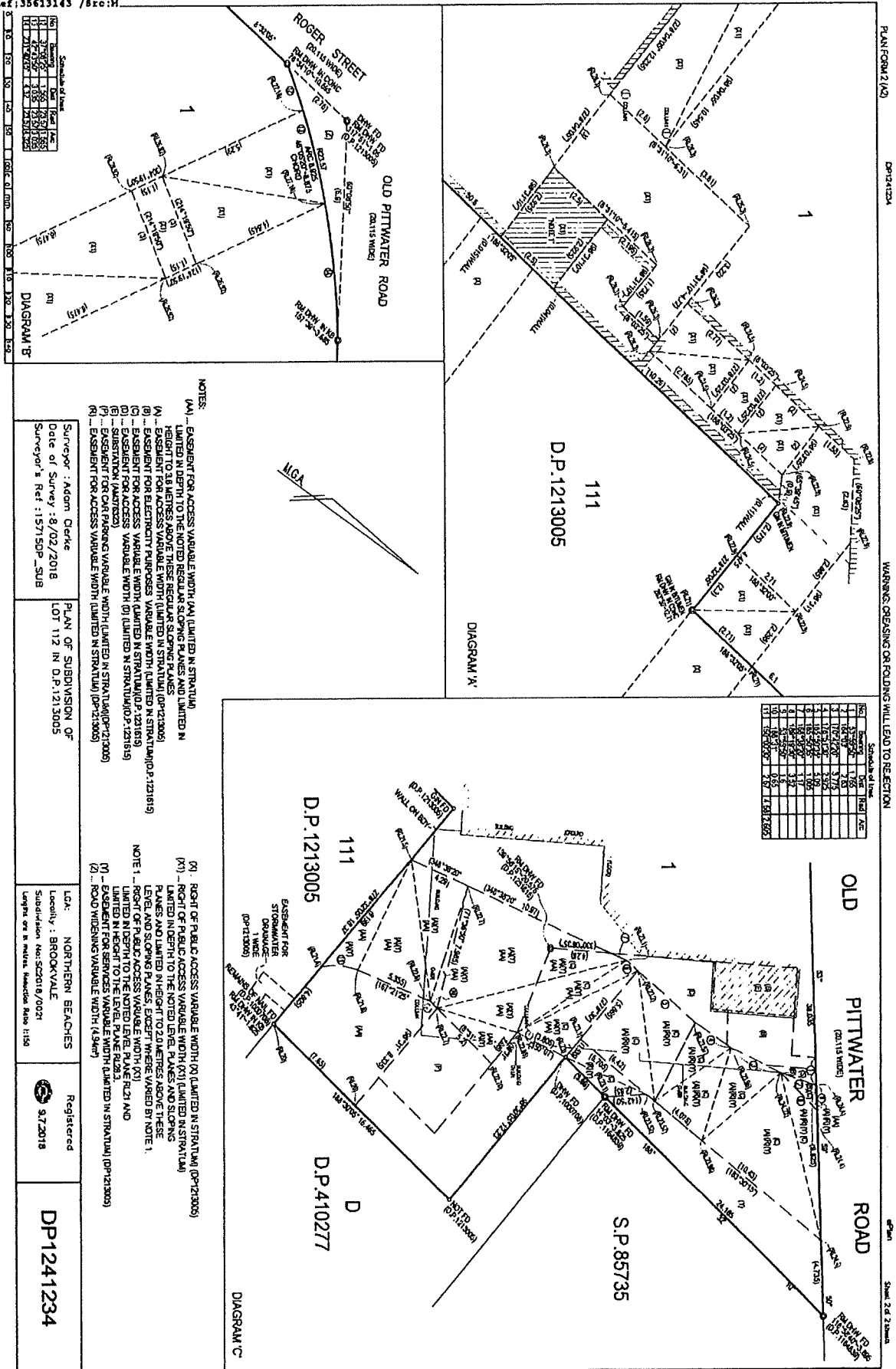
CHRIS VAN DE AEYN
Name of Witness (Print)

ATTORNEY

John Cheah
Name: JOHN CHEAH
Tier: 3
Date: 8/6/2018

R. T. Aeyn






PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)
Registered:  9.7.2018 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1241234</div>	
PLAN OF SUBDIVISION OF LOT 112 IN D.P.1213005	LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, Adam Clerke of Adam Clerke Surveyors Pty Ltd a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 8/02/2018. (b) The part of the land shown in the plan (being excluding Lot) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature: Dated: 9/2/18. Surveyor ID: 8490 Datum Line: X-Y Type: Urban/Rural The terrain is Level/Undulating / Slope/Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>PAUL J MUIR</u> "Authorised Person" General Manager / Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road on reserve set out herein. Signature: Accreditation number: Consent Authority: <u>NORTHERN BEACHES COUNCIL</u> Date of endorsement: <u>28/05/2018</u> Subdivision Certificate number: <u>SC 2018/0021</u> File number: <u>DA 2014/1125</u> *Strike through if inapplicable.	Statements of Intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD, Plans used in the preparation of survey/compilation. D.P.1213005 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: 15715DP_SUB

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  9.7.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 112 IN
D.P.1213005

DP1241234

Subdivision Certificate number: SC 2018/0021

Date of Endorsement: 28/05/2018

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street Number	Street Name	Street Type	Locality
1	na	na	na	Brookvale
2	na	na	na	Brookvale

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. Easement for access variable width (AA) (Limited in stratum)
2. Right of public access variable width (X1) (Limited in stratum)


Pursuant to Section 88B of the Conveyancing Act 1919 It is intended to release:

1. ~~Right~~ of right of public access variable width (X) (Limited in stratum) (D.P.1213005)
2. Easement for signaage variable width (S) (Limited in stratum) (D.P.1213005)

Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:

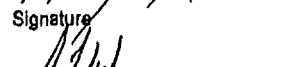
Raymond Touma

Name of Sole Director/Secretary

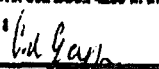

Signature

ADAM CLENKE

Name and address of witness


Signature of witness

38 KEVIN AVENUE, AVALON BEACH 2106

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
607 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4289 in the)
Presence of 

ADDRESS OF WITNESS:
LEVEL 25, T2, 200
BARANGAROO AVE
SYDNEY 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15715DP_SUB

ATTORNEY
Name: JOHN CLEAH

CHRIS VAN DE GEYN

Name of Witness (Print)

Tier: 3

Date: 8/6/2018

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered: 9.7.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 112 IN
D.P.1213005

DP1241234

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

- A schedule of lots and addresses - See 80(c) SS/Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC.2018/0021
Date of Endorsement: 28/05/2018

Executed by Prowl Pty Limited (ACN 083 739 851) in accordance with section 127 of the Corporations Act 2001 by:

Richard C Kelly
Name of Sole Director

Signature

Richard C Kelly
Name and address of witness

Signature of witness

RICHARD C KELLY - DIRECTOR
SIGNING ON BEHALF OF RICHARD JOHN KELLY
POWER OF ATTORNEY : BOOK 4594 No.520

DIRECTOR

Name of Sole Director/Secretary

RICHARD C KELLY - DIRECTOR
SIGNING ON BEHALF OF JOHN WILLIAM KELLY
POWER OF ATTORNEY : BOOK 4594 No.520

DIRECTOR

Name and address of witness

Signature of witness

Sarah Penrose
NAME OF WITNESS
4 Kellys way,
Oxford Falls
ADDRESS OF WITNESS

Sarah Penrose
SIGNATURE OF WITNESS
NAME OF WITNESS
4 Kellys way,
Oxford Falls
ADDRESS OF WITNESS

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK, A DIVISION OF WESTRAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
66 8457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4289 in the)
Presence of:)

Witness (signature)

Stef Buffler
Name of Witness (Print)

ATTORNEY

Name: EDWIN TAN
Title: 3 Power of Attorney
Date: 5th June 2018

Richard Charles Kelly
Pursuant to Registered Power of Attorney
Book 4594 No. 520

ADDRESS OF WITNESS:
LEVEL 25, T2, 200
BARANGAROO AVE
SYDNEY 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15715DP_SUB

AMENDMENT ATTESTED TO


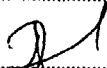
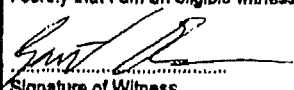
Ky Michael Newman

21/7/18

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
Registered:  9.7.2018	Office Use Only	
PLAN OF SUBDIVISION OF LOT 112 IN D.P.1213005	Office Use Only	
Subdivision Certificate number: SC 2019/0021		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) SS/ Regulation 2012Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919Signatures and seals- see 195D Conveyancing Act 1919Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement: 28/05/2019		
Northern Beaches Council by its authorised delegate pursuant to s.377 Local Government Act 1993		
 Signature of delegate		
PAUL DAVID Name of delegate		
I certify that I am an eligible witness and that the delegate signed in my presence		
 Signature of Witness		
GERAZINT BREESE Name of Witness		
10 NORTHERN BEACHES COUNCIL 725 PITTWATER RD. PEE WHI. Address of Witness		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 15715DP_SUB		

Handwritten signature

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 1 of ⁵ sheets)

Plan: DP1241234

PLAN OF SUBDIVISION OF LOT 112 IN
 D.P.1213005

SUBDIVISION CERT.: SC 2018/0021
 DATED 28/05/2018

Full Name and Address of the Registered
 Proprietor of the Land:

DL Brookvale Pty Ltd
~~P.O. Box 42, Hunters Hill NSW 2110.~~
 225-227 VICTORIA ROAD
 GLADESVILLE NSW 2111

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for access variable width (AA) (Limited in stratum)	Lot 112 in D.P. 1213005 Lot 1	Lot D in D.P.410277
2.	Right of public access variable width (X1) (Limited in stratum)	Lot 112 in D.P. 1213005 Lot 1	Northern Beaches Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Part of right of public access variable width (X) (Limited in stratum) (D.P.1213005)	Lot 112 in D.P.1213005	Northern Beaches Council
2	Easement for signage variable width (S) (Limited in stratum) (D.P.1213005)	Lot 112 in D.P.1213005	Lot 111 in D.P.1213005

AMENDMENT ATTESTED TO

R. J. Toenn
 21/7/18



R. J. Toenn

(Sheet 2 of 5 sheets)

Plan:

DP1241234

PLAN OF SUBDIVISION OF LOT 112 IN

D.P.1213005.

SUBDIVISION CERT: SC 2018 /0021
DATED 28/05/2018

PART 2 (Terms)

TERMS OF EASEMENT FOR ACCESS FIRSTLY REFERRED TO IN PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

The owner of the dominant tenement (Lot D in Deposited Plan 410277) must at its cost undertake:

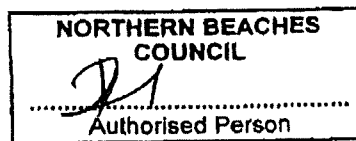
- (a) The clearing and removing of the flower box within the easement at the time of creation of this easement;
- (b) Any works to create the access way; and
- (c) Any and all required maintenance works to keep the easement site in good repair and condition.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: The registered proprietor of Lot D in Deposited Plan 410277.

TERMS OF EASEMENT FOR ACCESS SECONDLY REFERRED TO IN PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: Northern Beaches Council.



R. Taerme

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

DP1241234

(Sheet 3 of ⁵ sheets)

Plan:

**PLAN OF SUBDIVISION OF LOT 112 IN
D.P.1213005
SUBDIVISION CERT.: SC 2018/0021
DATED 28/05/2018**

Executed by DL Brookvale Pty Ltd (ACN 607 285 538) in accordance with section 127 of the Corporations Act 2001 by:

RAYMOND T. GUNN
Name of Sole Director/Secretary

[Signature]
Signature

ADAM CLERKE
Name and address of witness

[Signature]
Signature of witness

38 KEVIN AVENUE AVALON BEACH 2106



SIGNED SEALED AND DELIVERED
for and on behalf of ST. GEORGE
BANK - A DIVISION OF WESTPAC
BANKING CORPORATION ABN 33
607 0457 141 by its attorney under power
of attorney dated 17 January 2001
registration No. 332 Book 4299 in the
Presence of: [Signature]

) By executing this document the attorney
) states that they have received no notice
) of revocation of the power of attorney

Witness (signature)

CHRIS VAN DE GEYN
Name of Witness (Print)

ATTORNEY

Name: JOHN CHEAH
Tier: 3
Date: 8/6/2018

ADDRESS OF WITNESS:
LEVEL 25, T2, 200
BARANGAROO AVE.
SYDNEY 2000.

ePlan

(Sheet ^{4 5} of 8 sheets)

Plan: **DP1241234**

PLAN OF SUBDIVISION OF LOT 112 IN

D.P.1213005.

SUBDIVISION CERT SC 2018/0021

DATED 28/05/2018

Executed by Prowl Pty Limited (ACN 083 739 851) in accordance with section 127 of the Corporations Act 2001 by:

Richard C Kelly
Name of Sole Director

Signature

Richard C Kelly
Name and address of witness

Signature of witness

RICHARD CHARLES KELLY - DIRECTOR
SIGNING OF BEHALF OF RICHARD JOHN KELLY DIRECTOR
POWER OF ATTORNEY: BOOK 4594 No. 520

Sarah Penrose
SIGNATURE OF WITNESS

Sarah Penrose
NAME OF WITNESS

4 Kellys way,
Oxford Falls NSW
ADDRESS OF WITNESS

Richard C Kelly
Name of Sole Director/Secretary

Signature

Richard C Kelly
Name and address of witness

Signature of witness

RICHARD CHARLES KELLY - DIRECTOR
SIGNING OF BEHALF OF JOHN WILLIAM KELLY DIRECTOR
POWER OF ATTORNEY: BOOK 4594 No. 520

Sarah Penrose
SIGNATURE OF WITNESS

Sarah Penrose
NAME OF WITNESS

4 Kellys way,
Oxford Falls NSW
ADDRESS OF WITNESS

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
007 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4294 in the)
Presence of: Edwin Jew

Witness (signature)

ATTORNEY

Name: EDWIN JEW

Title: 3 Power of Attorney

Date: 5th June 2018

Scott Buffon
Name of Witness (Print)

ADDRESS OF WITNESS:
LEVEL 25, T2, 200
BARANGAROO AVE
SYDNEY 2000

Richard Charles Kelly

Pursuant to Registered Power of Attorney
Book 4594 No. 520

NORTHERN BEACHES
COUNCIL

[Signature]
Authorised Person

AMENDMENTS ATTESTED TO


[Signature]
2/7/18

(Sheet ⁵ of ⁵ sheets)

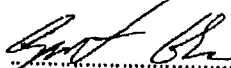
Plan: **DP1241234**

PLAN OF SUBDIVISION OF LOT 112 IN
D.P.1213005.
SUBDIVISION CERT ~~2018~~ 2018/002/
DATE 28/05/2018

Northern Beaches Council by its authorised delegate pursuant to s.377 Local Government Act 1993

.....

.....
Signature of delegate
.....
PAUL DAVID
.....
Name of delegate

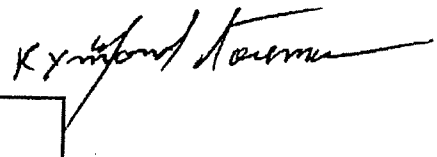
I certify that I am an eligible witness and that the delegate signed in my presence


.....
Signature of Witness
.....
GERAINT BREESE
.....
Name of Witness
c/o NORTHERN BEACHES COUNCIL, 725 PYRMONT RD
.....
Address of Witness
DEE WHY

REGISTERED



9.7.2018



[illegible]

Table of Land Area

Block	Acres	Section	Range	Township
1	1.00	1	10E	24N
2	1.00	2	10E	24N
3	1.00	3	10E	24N
4	1.00	4	10E	24N
5	1.00	5	10E	24N
6	1.00	6	10E	24N
7	1.00	7	10E	24N
8	1.00	8	10E	24N
9	1.00	9	10E	24N
10	1.00	10	10E	24N
11	1.00	11	10E	24N
12	1.00	12	10E	24N
13	1.00	13	10E	24N
14	1.00	14	10E	24N
15	1.00	15	10E	24N
16	1.00	16	10E	24N
17	1.00	17	10E	24N
18	1.00	18	10E	24N
19	1.00	19	10E	24N
20	1.00	20	10E	24N
21	1.00	21	10E	24N
22	1.00	22	10E	24N
23	1.00	23	10E	24N
24	1.00	24	10E	24N
25	1.00	25	10E	24N
26	1.00	26	10E	24N
27	1.00	27	10E	24N
28	1.00	28	10E	24N
29	1.00	29	10E	24N
30	1.00	30	10E	24N
31	1.00	31	10E	24N
32	1.00	32	10E	24N

Standard of Title

Block	Acres	Section	Range	Township
1	1.00	1	10E	24N
2	1.00	2	10E	24N
3	1.00	3	10E	24N
4	1.00	4	10E	24N
5	1.00	5	10E	24N
6	1.00	6	10E	24N
7	1.00	7	10E	24N
8	1.00	8	10E	24N
9	1.00	9	10E	24N
10	1.00	10	10E	24N
11	1.00	11	10E	24N
12	1.00	12	10E	24N
13	1.00	13	10E	24N
14	1.00	14	10E	24N
15	1.00	15	10E	24N
16	1.00	16	10E	24N
17	1.00	17	10E	24N
18	1.00	18	10E	24N
19	1.00	19	10E	24N
20	1.00	20	10E	24N
21	1.00	21	10E	24N
22	1.00	22	10E	24N
23	1.00	23	10E	24N
24	1.00	24	10E	24N
25	1.00	25	10E	24N
26	1.00	26	10E	24N
27	1.00	27	10E	24N
28	1.00	28	10E	24N
29	1.00	29	10E	24N
30	1.00	30	10E	24N
31	1.00	31	10E	24N
32	1.00	32	10E	24N

Diagram



Diagram showing the location of the 'D.P. 124123' tract within the 1st Quarter of Section 1, Township 24N, Range 10E. The tract is located in the 1st Quarter of Section 1, Township 24N, Range 10E. The diagram includes Roger Street, Old Pitwater Road, and various other roads and features. The tract is located in the 1st Quarter of Section 1, Township 24N, Range 10E.

[illegible]

STANDARD AND CENTRAL INFORMATION REGISTRATION 2012									
MARK		MCA COORDINATES							
MARK	EXTING	NORTHING	EAST	ORDER	ORDER	RL	CLASS	ORDER	
P14-077	204950-058	8507011.548	8		SCALES	28.705	1B	17	
P14-077	204948-077	8506943.141	8		SCALES	33.2	1B	17	
P14-088	204955-033	8506947.200	8	2	SCALES	17.277	1A	11	

MCA COORDINATES SUPPORTED FOR ALL STAKES IS AT 714-914
 COORDINATE SCALE FACTOR = 1.000000
 ZONE = 18

DP1244548

PLAN FORM 6 (2012)		WARNING: Creasing or folding will lead to rejection		ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET				Sheet 1 of 3 sheet(s)	
Registered:  17.07.2018 Title System: TORRENS Purpose: EASEMENT		Office Use Only		Office Use Only	
PLAN OF EASEMENT OVER PART OF LOT 1 IN D.P.1241234		DP1244548 LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland			
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		Survey Certificate I, Adam Clerke of Adam Clerke Surveyors Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on 28/5/2018. *(b) The part of the land shown in the plan ("being" excluding A Lot) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 29/5/18 Surveyor ID: 8490 Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			
Subdivision Certificate I, "Authorised Person"/General Manager/"Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.		Plans used in the preparation of survey/compilation. D.P.1213005 D.P. 1241234 If space is insufficient continue on PLAN FORM 6A			
Statements of intention to dedicate public roads, public reserves and drainage reserves.		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			
		Surveyor's Reference:15715DP_B			

PLANFORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  17.07.2018

Office Use Only

Office Use Only

DP1244548

PLAN OF EASEMENT OVER PART OF
LOT 1 IN D.P.1241234

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

Lot	Street Number	Street Name	Street Type	Locality
1	na	na	na	Brookvale

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. Easement for signage 0.05 wide (S1) (Limited in stratum)
2. Easement for signage 0.05 wide (S2) (Limited in stratum)

Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:

Raymond Touma

Name of Sole Director/Secretary

Signature

ADAM CLEWCE

Name and address of witness

Signature of witness

38 KEVIN AVENUE AVALON BEACH 2107

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
607 6457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Bech 4299 in the)

ADDRESS OF WITNESS: Presence of

LEVEL 25, T2, 200

BARANGAROO

AVE, SYDNEY

2000.

Witness (signature)

ANNE T. RICHARDS

Name of Witness (Print)


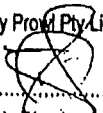
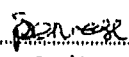
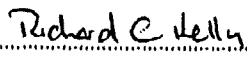

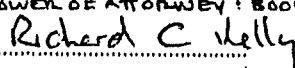



ATTORNEY

Name: JOHN CHEAH

Tier: 3

Date:

Surveyor's Reference: 15715DP_B

PLAN FORM 6A (2012)		WARNING: Creasing or folding will lead to rejection		ePlan	
DEPOSITED PLAN ADMINISTRATION SHEET					
Sheet 3 of 3 sheet(s)					
Office Use Only		Office Use Only			
Registered:  17.07.2018		DP1244548			
PLAN OF EASEMENT OVER PART OF LOT 1 IN D.P.1241234		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.			
Subdivision Certificate number:					
Date of Endorsement:					
Executed by Prom Pty Limited (ACN 083 739 851) in accordance with section 127 of the Corporations Act 2001 by:					
 Name of Sole Director RICHARD C KELLY - DIRECTOR SIGNING ON BEHALF OF RICHARD JOHN KELLY POWER OF ATTORNEY: BOOK 4594 No. 520		 Signature of witness Sarah Penrose			
Name and address of witness Name Signature of witness ADDRESS OF WITNESS 4 Kellys Way, Oxford Falls NSW					
 Name of Sole Director/Secretary RICHARD C KELLY - DIRECTOR SIGNING ON BEHALF OF JOHN WILLIAM KELLY POWER OF ATTORNEY: BOOK 4594 No. 520		 Signature SIGNATURE OF WITNESS Sarah Penrose NAME OF WITNESS 4 Kellys Way, Oxford Falls NSW ADDRESS OF WITNESS			
 Name and address of witness Director Signature of witness					
SIGNED SEALED AND DELIVERED) By executing this document the attorney for and on behalf of ST. GEORGE) states that they have received no notice BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney BANKING CORPORATION ABN 33) 007 0457 141 by its attorney under power) of attorney dated 17 January 2001) registration No. 332 Book 4200 in the) Presence of)					
 Witness (signature) Scott Buttner Name of Witness (Print) ADDRESS OF WITNESS: LEVEL 25, T2, 200 BARANGAROO AVE SYDNEY 2000		 ATTORNEY Name: Edwin Jan Title: 3 Power of Attorney Date: 5th June 2018		 Richard Charles Kelly Pursuant to Registered Power of Attorney Book 4594 No. 520	
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 15715DP_B					

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 4 sheets)

Plan: DP1244548

**PLAN OF EASEMENT OVER PART OF
LOT 1 IN D.P.1241234**

**Full Name and Address of the Registered
Proprietor of the Land:**

DL Brookvale Pty Ltd
~~P.O. Box 42, Hunters Hill, NSW 2110.~~
225-227 VICTORIA ROAD
GLADESVILLE NSW 2111.

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profil à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for signage 0.05 wide (S1) (Limited in stratum)	Lot 1 in D.P.1241234	Lot 111 in D.P.1213005
2.	Easement for signage 0.05 wide (S2) (Limited in stratum)	Lot 1 in D.P.1241234	Lot 111 in D.P.1213005

K. T. T. T. T.

ePlan

(Sheet 2 of 4 sheets)

Plan: **DP1244548**

**PLAN OF EASEMENT OVER PART OF
LOT 1 IN D.P.1241234**

PART 2 (Terms)

TERMS OF EASEMENT FOR SIGNAGE FIRSTLY REFERRED TO IN PLAN

The proprietor of Lot 111 in D.P.1213005 shall be permitted to erect and allow to remain on the burdened lot signage for any purpose including for the advertising of the business operated on Lot 111 in D.P.1213005,

- (a) such signage shall not be fixed by bolt, nail or other fixture that will penetrate the render or wall.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: The registered proprietor of Lot 111 in Deposited Plan 1213005.

TERMS OF EASEMENT FOR SIGNAGE SECONDLY REFERRED TO IN PLAN

The proprietor of Lot 111 in D.P.1213005 shall be permitted to erect and allow to remain on the burdened lot signage for any purpose including for the advertising of the business operated on Lot 111 in D.P.1213005;

- (a) such signage shall not be fixed by bolt, nail or other fixture that will penetrate the render or wall; and
- (b) on any wall adjoining the easements for access, denoted as (A) and (R) in D.P.1213005, being a driveway for access to and from the benefitted lot to Old Pittwater Road, the purpose of which would be to provide direction to patrons of the benefitted lot.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: The registered proprietor of Lot 111 in Deposited Plan 1213005.

R. T. [Signature]

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 3 of 4 sheets)

Plan: **DP1244548**

PLAN OF EASEMENT OVER PART OF
LOT 1 IN D.P.1241234

Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the
Corporations Act 2001 by:

Raymond Touma

.....
Name of Sole Director/Secretary

R. X. Touma
.....
Signature

ADAM C. LEMME
.....
Name and address of witness

[Signature]
.....
Signature of witness

38 KEVIN AVENUE AVALON BEACH 2107
.....

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
007 8457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4290 in the)
Presence of:)

[Signature]
.....
Witness (signature)

CHRIS VAN DE GEYN
.....
Name of Witness (Print)

[Signature]
.....
ATTORNEY
Name: *JOHAN CHEAH*
Title: *3*
Date: *2/6/2018*

ADDRESS OF WITNESS:
LEVEL 25, T2, 200
BARANGAROO AVE
SYDNEY 2000

ePlan

(Sheet 4 of 4 sheets)

Plan: **DP1244548**

PLAN OF EASEMENT OVER PART OF
LOT 1 IN D.P.1241234

Executed by Prowl Pty Limited (ACN 083 739 851) ~~in accordance with section 127 of the Corporations Act 2004 by:~~

Name of Sole Director

~~Signature~~

RICHARD CHARLES KELLY

Name and address of witness

~~Signature of witness~~

Richard C Kelly

~~Name of Sole Director/Secretary~~

RICHARD CHARLES KELLY - DIRECTOR
SIGNING OF BEHALF OF RICHARD JOHN KELLY
POWER OF ATTORNEY: BOOK 4594 No. 520

Richard C Kelly

~~Name and address of witness~~

RICHARD CHARLES KELLY - DIRECTOR
SIGNING OF BEHALF OF JOHN WILLIAM KELLY
POWER OF ATTORNEY: BOOK 4594 No. 520

SIGNED SEALED AND DELIVERED) By executing this document the attorney

for and on behalf of ST. GEORGE) states that they have received no notice

BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney

BANKING CORPORATION ABN 33)

007 8457 141 by its attorney under power)

of attorney dated 17 January 2001)

registration No. 332 Book 4299 in the)

Presence of:

Witness (signature)

Scott Buffier

Name of Witness (Print)

ADDRESS OF WITNESS:

LEVEL 25, T2, 200

BARANGAROO AVE

SYDNEY 2000

ATTORNEY

Name: EDWIN JAW

Tier: 3. Power of Attorney

Date: 14 June 2018

Signature

SIGNATURE OF WITNESS

Sarah Penrose
NAME OF WITNESS

4 Kellys Way, Oxford Falls NSW
ADDRESS OF WITNESS

Signature of witness

SIGNATURE OF WITNESS:

Sarah Penrose
NAME OF WITNESS

4 Kellys Way,

Oxford Falls NSW
ADDRESS OF WITNESS

Richard Charles Kelly

Pursuant to Registered Power of Attorney
Book 4594 No. 520

REGISTERED



17.07.2018

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**

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



AP294787G

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/SP97298		
(B) LODGED BY	Document Collection Box <i>1W</i>	Name, Address or DX, Telephone, and Customer Account Number if any DEA Lawyers Ph. 02 9223 6344 Suite 2, Level 2, 75 Elizabeth Street SYDNEY NSW 2000 Reference: 190126	CODE CH

- (C) The Owners-Strata Plan No. 97298 certify that a special resolution was passed on 04/12/2018 & 08/04/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-laws 1-8
Amended by-law No. 24
as fully set out below:
See "Annexure A" attached.

- (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. 97298 was affixed on 31 May 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Murray Cameron

Authority: Strata Manager

Signature:

Name:

Authority:



"ANNEXURE A"


BY-LAWS

The Owners - Strata Plan No. 97298

23 Roger Street, Brookvale NSW 2100

The seal of The Owners – Strata Plan No. **97298** was affixed on 31 May 2019
in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act
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Signature:



Name:

Murray Cameron

Authority:

Strata Manager



Signature:

Name:

Authority: