

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Upstate Suite 15, Level 1/888 Pittwater Road, Dee Why, NSW 2099	Phone: 9971 9000 Fax: 9982 6446 Ref: Kirsten Bertram
co-agent		
vendor	Kenny Jackman 6 Murray Road, Freshwater, NSW 2096	
vendor's solicitor	McCauley, Peters & Cripps Suite 4, 2 Bungan Lane, Mona Vale NSW 2103 DX 9011 Mona Vale	Phone: 9997 5255 Fax: 9979 5084 Ref: ARM:181166 E:anthony@mpclaw.com.au
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	1/24-25 The Strand, Dee Why, New South Wales 2099 Registered Plan: Lot 1 Plan SP 94285 Folio Identifier 1/SP94285	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked. <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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: Dryer; Oven	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
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)			

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Proposed electronic transaction** (clause 30)☐ no☐ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO☒ yes

GST: Taxable supply

☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW payment*
(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 within 14 days of the contract date.***RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

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

Fresh Strata

PO Box 663, FRESHWATER NSW 2096

Phone: 9939 8061

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
 Council
 County Council
 Department of Planning and Environment
 Department of Primary Industries
 East Australian Pipeline Limited
 Electricity and gas
 Land & Housing Corporation
 Local Land Services
 NSW Department of Education

NSW Fair Trading
 NSW Public Works Advisory
 Office of Environment and Heritage
 Owner of adjoining land
 Privacy
 Roads and Maritime Services
 Subsidence Advisory NSW
 Telecommunications
 Transport for NSW
 Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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

- 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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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 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>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

1/24-25 THE STRAND DEE WHY 2099

THESE ARE THE ADDITIONAL CLAUSES TO THE CONTRACT FOR SALE OF LAND

PROPERTY: 1/24-25 THE STRAND, DEE WHY

BETWEEN KENNY JACKMAN

(AS VENDOR)

AND

(AS PURCHASER)

DATED:

DAY OF

2019

32. DEFINITIONS & INTERPRETATION

32.1 Definitions

In these special conditions, unless the contrary intention appears:

Authority means any state or federal government, any semi or local government, any statutory, public or any other person, authority, instrumentality, body corporate or body having jurisdiction over or in respect of the Property or any part of it or anything in relation to it;

Business Day means any day on which the Banks are normally open for business in Sydney, New South Wales;

Completion Date means the date shown on the front page of this contract as being the date for completion of this contract;

Environment has the same meaning ascribed to it under the Environmental Planning and Assessment Act 1979;

Environmental Law means any law regulation, ordinance or directive in connection with the Environment;

Interest means 10% per annum calculated on a daily basis;

Property means the land and improvements described in the particulars on the front page of this contract; and

Survey Report means the survey report, if any, annexed to this contract.

32.2 Interpretation

In this contract unless the context otherwise requires:

- (a) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, body corporate, and unincorporated association, or an Authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (g) headings are for convenience only and do not affect interpretation.

32.3 Inconsistency

If there is any inconsistency between the printed clauses and these additional clauses, the additional clauses will prevail to the extent of that inconsistency.

33. AMENDMENTS TO PRINTED CLAUSES

33.1 The printed clauses are amended as follows:

- (a) clause 1 – definition of "Bank" - by deleting the words "a building society or a credit union"
- (b) clause 5.2.3 – by deleting the words "within a reasonable time" and inserting the words "within 14 days after the date of this contract";
- (c) clause 7 – by inserting "no later than 7 days prior to" before "completion" in line 1 and line 2;
- (d) clause 7.1 – delete the words "in the case of claims that are not claims for delay";
- (e) clause 7.1.1 – deleted – and add the words "any amount is claimed" in lieu thereof;

SPECIAL CONDITIONS

- (f) clause 8 – by deleting the words “on reasonable grounds” in the first line of sub-clause 8.1 and deleting the words “and those grounds” commencing in the first line of sub-clause 8.2;
- (g) clauses 10.1.8 and 10.1.9 – by omitting “substance” and “disclosed” and substituting “existence” and “noted” respectively;
- (h) clause 11.1 – on the first line after the word “order” insert the words “in writing issued by a competent authority”;
- (i) clause 16.5 is amended by deleting the words “plus another 20% of that fee”; and
- (j) clause 16.8 is amended by deleting the number “5” and substituting the number “4” and deleting the words “\$10.00 for each extra cheque” and substituting the words “5 dollars for each extra cheque”.

34. INTEREST ON DEPOSIT

34.1 Termination by Vendor

If the Vendor terminates this contract because of the Purchaser’s default, then the Vendor is entitled to all interest earned on the deposit.

34.2 Termination or Rescission by Purchaser

If the Purchaser terminates this contract because of the Vendor’s default or if this contract is rescinded, the Purchaser is entitled to all interest earned on the deposit.

34.3 Withdrawal of Deposit

The Vendor and Purchaser authorise the deposit holder:

- (a) to withdraw the deposit and interest earned on completion, rescission or termination of this contract (which first occurs); and
- (b) to pay interest earned on the deposit in accordance with this clause 34 and clause 2.9.

35. TIME FOR COMPLETION

35.1 Completion by Completion Date

This contract must be completed by the Completion Date.

35.2 Failure to Complete on Time

If completion does not take place by the Completion Date, a party which is not in default may serve on the other party a notice to complete, making the time for completion essential. The notice must stipulate a date for completion not less than fourteen (14) days after the date of service of the notice and the parties agree that fourteen (14) days notice is a reasonable and sufficient period. The date of service of a notice to complete is not included in determining the duration of the 14 day period.

35.3 No Disentitlement

The vendor shall not be required to remove any charge on the Property until completion. The vendor will not be disentitled from issuing a notice to complete by reason only of the existence of any charge on the Property.

36. INTEREST ON BALANCE

36.1 Interest on balance of price

If through no fault of the Vendor, completion does not occur on the Completion Date, the Purchaser must, as a condition of completion and in addition to payment of the balance of the price and other money due under this contract, pay Interest to the Vendor. The Interest payable is calculated on the balance of the price and any other amounts payable by the Purchaser to the Vendor, from and including the Completion Date up to and including the actual date of completion.

36.2 Payment of Interest an Essential term

Payment of Interest under this contract is an essential term and the Vendor is not obliged to complete unless the Purchaser pays all Interest payable at completion.

SPECIAL CONDITIONS

36.3Pre-estimate of loss

The Purchaser acknowledges that the interest rate specified represents a genuine pre-estimate of the losses that the Vendor would suffer as a result of a failure by the Purchaser to complete on the Completion Date.

37. VENDOR DISCLOSURE

37.1Disclosure

The Purchaser agrees that all matters disclosed, described or referred to in this contract are specifically disclosed and clearly described.

37.2Disclosed Documents

The vendor does not warrant the accuracy or completeness of any of the annexures, schedules or copies of documents annexed to this contract.

37.3No Objection

The Purchaser must not make any objection, requisition or claim for compensation or delay completion of or seek rescission or termination of this contract because of anything disclosed, described or referred to in any of the disclosed documents.

38. VENDOR'S AGENT

38.1The Purchaser warrants no direct or indirect introduction

The Purchaser warrants that it was not introduced directly or indirectly to the Property or the Vendor by any real estate agent, any employee of a real estate agent or any other person in any way connected with a real estate agent other than the Vendor's agent named on the front cover of this contract.

38.2Indemnity against claim for compensation

The Purchaser indemnifies the Vendor from and against any claim for commission including all legal costs both on a party/party basis and a solicitor/client basis incurred in connection with any breach of this warranty.

38.3Exclusive Agency

The Vendor warrants that it has not entered into any sole or exclusive agency agreement with any agent in respect of this Property other than the agent named as the Vendor's agent in this contract.

38.4Warranties shall not merge on completion

The warranties and indemnity contained in this special condition shall not merge on completion.

39. INCAPACITY

39.1Individual Party

If a party is an individual and is declared bankrupt, dies or becomes incapable because of unsoundness of mind to manage his own affairs, then the other party can rescind this contract.

39.2Party is a body corporate

If a party is a body corporate and:

- (a) resolves to go into liquidation;
 - (b) has a petition for its winding up presented and that petition is not withdrawn within 30 days;
 - (c) enters into a scheme of arrangement with its creditors; or
 - (d) is or states that it is unable to pay its debts as they fall due,
- then the other party may rescind this contract.

40. ACKNOWLEDGMENTS

40.1Contract represents entire agreement

This contract represents the entire agreement between the parties in relation to the Property and any previous arrangements, understandings or agreements are no longer relevant.

SPECIAL CONDITIONS

40.2 No representation

The Purchaser acknowledges and warrants that it has not been induced to enter into this contract by any representation or warranty by or on behalf of the Vendor, other than those set out in this contract.

40.3 Present state of repair

The Purchaser accepts the Property and any chattels included in this sale in their present state of repair and condition and subject to all defects, reasonable fair wear and tear, dilapidation and infestation.

40.4 Own enquiries

The purchaser relies entirely upon enquiries made by it or on its behalf in entering into this contract including, without limitation, the suitability of the Property for any particular purpose and all assessments as to value and financial worth.

40.5 Claim for compensation

It is agreed that any claim for compensation (including a claim under clause 7) will be deemed to be an objection under clause 8.

40.6 Purchaser's representations

The Purchaser acknowledges that the Vendor has entered into this contract on the basis that the Purchaser's representations and warranties are true and correct.

41. OBJECTIONS AND NON-COMPLIANCE

41.1 No Objection

The Purchaser shall take title subject to and must not make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this contract because of anything in connection with:

- (a) the identification of the Property or the position of any improvements on it;
- (b) any latent or patent defect in the Property;
- (c) any non-compliance with the Local Government Act (NSW) 1993; or
- (d) anything else disclosed or referred to in this contract (including the Survey Report),

and the making of any such claim, objection or requisition will entitle the vendor to rescind this contract.

41.2 Specific matters

The Purchaser cannot make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this contract because of anything in connection with:

- (a) any roof or surface water drainage being connected to the sewer;
- (b) any existing rights to use the existing water, electricity, sewerage, gas, telephone, cable or other services or installations or in respect of there being no formal easements for them or existing rights to use them;
- (c) whether any installations or services are or are not available or in connection with the nature or location of installations or services; or
- (d) whether any installations or services of any relevant authority pass through, under or over the Property.

41.3 Acknowledgment

The Purchaser acknowledges that it has read and understood the effects of any covenants, easements or restrictions on land included in the contract and will not make any objection, requisition or claim or delay completion because of anything contained therein.

42. CONTINUING EFFECT

It is agreed that the benefit of all obligations, agreements and warranties in this contract which may have effect after completion shall continue, despite completion.

SPECIAL CONDITIONS

43. CAVEATS, MORTGAGES AND RESTRICTIONS

The Purchaser cannot make any objection, requisition, claim for compensation or delay completion of or rescind or terminate this contract because there is noted on any title in respect of the Property or any part of the Property, any mortgage or caveat and the Purchaser will on completion accept a discharge or withdrawal of any mortgage or caveat, so far as it relates to the Property, provided that the discharge of mortgage or withdrawal of caveat (as the case may be) is duly executed in registrable form and the registration fee payable for the discharge or withdrawal of the mortgage or caveat is allowed by the Vendor to the Purchaser on completion.

44. CONVEYANCING ACT

This contract is subject to any rights granted pursuant to section 52A of the Conveyancing Act 1919. If any provision of this contract purports to or has the effect of excluding, modifying or restricting any operation of section 52A of the Conveyancing Act 1919 then this contract shall be read and construed as if that provision is severed from this contract and the invalidity of that provision will not effect or render invalid or unenforceable the remaining provisions of this contract.

45. TAX FILE NUMBERS

- (a) The Vendor discloses that it has notified the deposit holder of its tax file number.
- (b) The Purchaser shall, within 1 Business day of the date of this contract notify the deposit holder of its Tax File Number.
- (c) If the Purchaser fails to so notify the deposit holder then, despite clause 3.2, the interest on the deposit will be apportioned in such a way that the Vendor shall be entitled to such interest as it would have received if the Purchaser had provided its Tax File Number to the deposit holder.

46. NOTICES BY FACSIMILE

Despite clauses 20.6.4 and 20.6.5, a document under or relating to this contract shall be sufficiently served for the purposes of this contract if the document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where:

- (a) the time of dispatch is not before 5.00 pm (Sydney time) on a day on which business is generally carried on in the place in which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place; or
- (b) the sender's machine indicates a malfunction in transmission of the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made.

47. SECTION 10.7 CERTIFICATE

The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.

48. PETROLEUM EXPLORATION LICENCE

The Purchaser shall make no objection, requisition or claim for compensation if it is found that the Property lies within an area over which an Authority holds a Petroleum Exploration Licence for oil and gas in respect of which the provisions of the Petroleum Exploration Act 1955 apply.

49. RELEASE OF DEPOSIT

Despite any other clause of this contract, the parties agree that the Vendor shall be entitled to (and is hereby authorised to) release the whole or any portion of the deposit as the Vendor may require for use only in:

- (a) the payment of stamp duty; or

SPECIAL CONDITIONS

(b) the payment of any part of the purchase price,

in connection with the purchase by the Vendor of other property in Australia. At any stage prior to completion, the Purchaser shall, upon request by the Vendor, provide any authority to the Vendor's Agent necessary to procure the release of the deposit (or any part of it) for the purposes specified in this clause.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP94285

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2018	8:50 AM	2	9/2/2017

LAND

LOT 1 IN STRATA PLAN 94285
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

KENNY JACKMAN (T AM143637)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94285
- * 2 T849386 CAVEAT BY THE COUNCIL OF THE SHIRE OF WARRINGAH
- * V806045 CAVEATOR CONSENTED
- * AM143637 CAVEATOR CONSENTED
- * AM143638 CAVEATOR CONSENTED
- 3 AM143638 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 29/01/2018 08:50:02

RP 11



16 NOV 1983 15 40

OFFICE USE ONLY 1849386

FORBIDDING RECORDING OF DEALING

SECTION 72, REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

4	2	2
\$ 30		

DESCRIPTION
 OF LAND
 Note (a)

LAND which is to be affected by the caveat		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 13563 Folio 152	WHOLE	Parish of Manly Cove County of Cumberland

REGISTERED
 DEALING
 Note (b)

LEASE, MORTGAGE, or CHARGE which is to be affected by the caveat		
Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED
 PROPRIETOR
 Note (c)

GEORGE GESHOPULOS of 31 Fairway Drive Kellyville, Importer 3153-00	OFFICE USE ONLY N
---	----------------------

Note (d)

is the REGISTERED PROPRIETOR of the land above described. The CAVEATOR
 above mentioned registered dealing.

CAVEATOR
 Note (e)

THE COUNCIL OF THE SHIRE OF WARRINGAH of Civic Centre Dee Why	OFFICE USE ONLY ONX
--	------------------------

INTEREST
 CLAIMED
 Note (f)

claiming estate or interest under the terms of a deed dated 11th July 1983 made
 between the Registered Proprietor and the Caveator under which
 the Registered Proprietor agreed to grant a right-of-carriageway
 for the use of the Register of any dealing over part of the land and agreed not to
 dispose of or encumber the land except on certain conditions
 forbids the recording in the Register of any dealing

PROHIBITION
 Note (g)

SERVICE OF
 NOTICE
 Notes (d) and (h)

affecting the land above described until this caveat is withdrawn, or is removed by order of the Supreme Court or until after the lapse of fourteen days
 from the date of service of notice of such intended recording at the following address: The Shire Clerk Shire of Warringah
 Civic Centre, Dee Why

DATE OF CAVEAT 15-11-1983

EXECUTION
 Note (i)

I hereby certify this caveat to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the caveator who is personally known to me
 THE COMMON SEAL of THE COUNCIL OF)
 THE SHIRE OF WARRINGAH was here-)
 unto affixed in pursuance of an)
 express order made by the Council)
 dated the 11th day of October,)
 1983 Name of Witness (BLOCK LETTERS)

David B. Jones
 Shire President

L. A. Richardson
 Shire Clerk

Address and occupation of Witness

TO BE COMPLETED
 BY LODGING PARTY
 Notes (j) and (k)

LODGED BY H. Wilshire Lebbson & Boyle 2x298 Sydney		DOCUMENTS LODGED T849386	
Delivery Box Number 9200			
Extra Fee	Checked by <i>[Signature]</i>	REGISTERED 21-11-83	
Registrar General			

OFFICE USE ONLY

m/s
 1109

RP 13

STAMP DUTY



5 SEP 1985
2.30.



TRANSFER

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

B / 1 of 1 X
\$ 30.00

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Certificate of Title Volume 13563 Folio 152	WHOLE	DEE WHY

TRANSFER
Note (b)



GEORGE GESHOS (formerly
GEORGE GESHOPULOS) of 31 Fairway Drive, Kellyville, Importer.

OFFICE USE ONLY

N

ESTATE
Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 130,000.00
and transfers an estate in fee simple as to an undivided one half share
in the land above described to the TRANSFEREE

TRANSFEREE
Note (b)

BRESTAN PTY. LIMITED of 31 Fairway Drive, Kellyville

OFFICE USE ONLY

OVER

TENANCY
Note (d)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

PRIOR
ENCUMBRANCES
Note (e)

subject to the following PRIOR ENCUMBRANCES 1. _____
2. _____ 3. _____

DATE OF TRANSFER 12th February, 1984

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (f)

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

[Signature]
Signature of Witness

RICHARD JOHN GYSL
Name of Witness (BLOCK LETTERS)

5 LITTON AVENUE CHARLINGTON NSW
Address and occupation of Witness

BANK OFFICER

Note (f)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Please sign here

X *[Signature]*
Signature of Transferor

C.O. Einberg

Signature of Transferee's solicitor

TO BE COMPLETED
BY LODGING PARTY
Notes (a)
and (b)

LODGED BY		COLEMAN & GREIG SOLICITORS 100 GEORGE STREET PARRAMATTA 2150 DX 9226 PARRAMATTA TELEPHONE: 635-6422		LOCATION OF DOCUMENTS	
Delivery Box Number		189 Y		Herewith. In R.G. with Produced by	
Extra Fee	Checked by	REGISTERED	17-9-85	CT	OTHER
	<i>[Signature]</i>			<input checked="" type="checkbox"/>	<i>5/DEC</i>
		Registrar General		CT	LP

OFFICE USE ONLY

[Signature]
Signature of Transferee's solicitor

RP 13

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

If it is intended to create easements, covenants, &c., use forms RPI3A, RPI3B, RPI3C as appropriate.

Rule up all blanks.

The following instructions relate to the SIDE NOTES on the form.

(a) Description of land:

- (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
- (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.

(b) Show the full name, address and occupation or description.

(c) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(d) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(e) In the memorandum of prior encumbrances, state only the registered number of any mortgage, lease, charge or writ to which this dealing is subject.

(f) Execution:

GENERALLY

(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferor may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person affixing the seal must state his position (e.g., director, secretary) in the corporation.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A. for letters of administration, &c.

OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS			
No. OF NAMES:					
(A) FOLIO IDENTIFIER	(B) NO.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
					George Geddos in $\frac{1}{2}$ share Brestan Pty Limited in $\frac{1}{2}$ share as tenants in common
SECOND SCHEDULE & OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K)	DETAILS
	UNDR ON	X UX	TS49386		Caveator consented

Form: 05M
Licence: 01-068
Licensee: Gadens Lawyers

MORTGAGE

New South Wales
Real Property Act 1900



AM143638V

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Folio Identifier 1 / SP 94285

(B) LODGED BY

Delivery Box 519E	Name, Address or DX and Telephone VIKING LEGAL SERVICES LLPN: 125626F Reference (optional): 201614123-TMA <u>GADENS - JACKMAN</u>	CODE M
--------------------------	--	----------------------

(C) MORTGAGOR

Kenny Jackman

mortgages to the mortgagee all the mortgagor's estate and interest in the above land, and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

- annexure A hereto;
- memorandum No. 2469542 filed pursuant to section 80A Real Property Act 1900

(E) Encumbrances (if applicable):

(F) MORTGAGEE

Bendigo and Adelaide Bank Limited ACN 068 049 178
(Australian Credit Licence Number 237879)

(G)

DATE

23 / 10 / 2016
dd mm yyyy

(H)

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: [Signature]

Name of witness: Vanessa Dwyer

Address of witness: 10 Oliver Street Freshwater 2096

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of mortgagor: [Signature]

Certified for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature: [Signature]

Signatory's name: CRAIG DOUGLAS GREEN / JAIMIE LOUISE GOODING /

DANIEL SAMUEL WANGATAU

Signatory's capacity: Mortgagor's Solicitor

ANNEXURE A to MORTGAGE

Parties:

MORTGAGOR: Kenny Jackman

MORTGAGEE: Bendigo and Adelaide Bank Limited ACN 068 049 178

Dated: the 23rd day of October 2016

ALL MONEYS

1. Registered Document

All the provisions contained in memorandum filed at the Department of Lands Number 2469542 ("memorandum") are incorporated in this mortgage. You acknowledge that you received, read and understood a copy of this mortgage before signing this mortgage. A reference to "this mortgage" in the cover sheet, this schedule and the memorandum or in any annexure to this mortgage is a reference to the mortgage constituted by the cover sheet, this schedule, the memorandum and each of those annexures.

2. What this mortgage secures

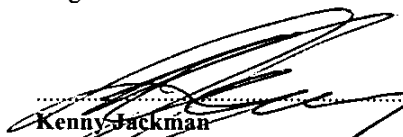
This mortgage secures payment to the Mortgagee of the amount owing now or at any time in the future by the Mortgagor either as borrower or guarantor or in any other way including money due in respect of the agreement(s) specified below.


3. You acknowledge giving this mortgage and incurring obligations and giving rights under it for valuable consideration received from us.

THE AGREEMENTS

Loan Agreement for \$2,845,000.00 between Kenny Jackman and Adelle Anne Jackman and the Mortgagee on or about the date of this mortgage and any variation of the loan agreement.

Signature of mortgagor:


Kenny Jackman


CRAIG DOUGLAS GREEN /

Signature:

Signatory's name:

Signatory's capacity:

~~JAIMIE LOUISE GOODING /~~
DANIEL SAMUEL WANGATAU
Mortgagee's solicitor



lmotta@wilshirewebb.com.au

Wilshire Webb Staunton Beattie
Lawyers

Our ref: LM:AM L7360G

18 January 2017

The Director
Land & Property Information
Department of Lands
Queens Square
SYDNEY NSW 2000

Dear Sir

CAVEAT NO: T849386
CONSENT TO REGISTRATION OF TRANSFER FROM GEORGE GESHOS
AND BRESTAN PTY LTD TO KENNY JACKMAN AND MORTGAGE FROM
KENNY JACKMAN TO BENDIGO AND ADELAIDE BANK LIMITED
PROPERTY: 1/24-25 THE STRAND, DEE WHY (LOT 1 SP94285)

As Solicitors for the Caveator, Northern Beaches Council (formerly Warringah Council), we hereby consent to registration of the above Transfer and Mortgage.

Yours faithfully

WILSHIRE WEBB STAUNTON BEATTIE


LUCY MOTTA
Partner

3/3

Lv 9, 60 York Street, Sydney NSW 2000 - Tel (02) 9299 3311 Fax (02) 9290 2114 - DX 777 Sydney
www.wilshirewebb.com.au - ABN 61 849 174 739

Liability limited by a scheme approved under Professional Standards Legislation

Form: 01T
Release: 6-1

TRANSFER

New South Wales
Real Property Act 1900



AM143637X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar 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	Client No: 1411509	3876
	Duty: 410	Trans No: 89965
	Asst details: 612117	

(A) TORRENS TITLE

1/SP 94285

(B) LODGED BY

Document Collection Box 519E	Name, Address or DX, Telephone, and Customer Account Number if any VIKING LEGAL SERVICES LLPN: 125626F	CODES T TW
	Reference: 014090-014090 JACKMAN.	

(C) TRANSFEROR

George GESHOS and BRESTAN PTY. LIMITED (A.C.N. 002 011 789)

(D) CONSIDERATION

The transferor acknowledges receipt of the consideration of \$ 2,750,000.00 and as regards

(E) ESTATE

the abovementioned land transfers to the transferee an estate in fee simple

(F) SHARE TRANSFERRED

(G)

Encumbrances (if applicable):

(H) TRANSFEE

Kenny JACKMAN

(I)

TENANCY:

DATE

- (J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness:

JAMES ANTONENAS

Address of witness:

Solicitor, Bankstown
(316 Chapel Road) 2200

SEE AMSTURE "A"

- I certify I am an eligible witness and that the transferee signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:

Signature of transferee:

Name of witness:

Anthony MacDermott

Address of witness:

Solicitor
14 The Strand
Dee Why NSW 2099

- (K) The transferee certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. **1193250** Full name: **Kenny JACKMAN** 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

ANNEXURE 'A'

Annexure to Transfer – Execution by Transferor

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.

Corporation: **BRESTAN PTY LTD (ACN 002 011 789)**
Authority: Section 127 Corporations Act 2001

Signature of authorised person:



Name of authorised person:

GEORGE GESHOS

Office held:

DIR/SEC

Signature of authorised person:



Name of authorised Person:

NICOLAI GESHOS

Office held:

NR

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

Certified correct for the purposes of the
Real Property Act 1900 by the transferor.

Signature of witness:

Name of witness:

Address of witness:

Signature of transferor:

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



lmotta@wilshirewebb.com.au

Wilshire Webb Staunton Beattie

Lawyers

Our ref: LM:AM L7360G

18 January 2017

The Director
Land & Property Information
Department of Lands
Queens Square
SYDNEY NSW 2000

Dear Sir

**CAVEAT NO: T849386
CONSENT TO REGISTRATION OF TRANSFER FROM GEORGE GESHOS
AND BRESTAN PTY LTD TO KENNY JACKMAN AND MORTGAGE FROM
KENNY JACKMAN TO BENDIGO AND ADELAIDE BANK LIMITED
PROPERTY: 1/24-25 THE STRAND, DEE WHY (LOT 1 SP94285)**

As Solicitors for the Caveator, Northern Beaches Council (formerly Warringah Council), we hereby consent to registration of the above Transfer and Mortgage.

Yours faithfully
WILSHIRE WEBB STAUNTON BEATTIE


LUCY MOTTA
Partner

3/3
Lv 9, 60 York Street, Sydney NSW 2000 • Tel (02) 9299 3311 Fax (02) 9290 2114 • DX 777 Sydney
www.wilshirewebb.com.au • ABN 61 849 174 739

Liability limited by a scheme approved under Professional Standards Legislation

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: CP/SP94285

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/8/2019	11:35 AM	1	25/10/2016

LAND
-----THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94285
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAMAT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94285FIRST SCHEDULE
-----THE OWNERS - STRATA PLAN NO. 94285
ADDRESS FOR SERVICE OF DOCUMENTS:
1/40 MILSON ROAD
CREMORNE POINT NSW 2090SECOND SCHEDULE (24 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1203913
- 4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP94285
- 5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP94285
- 6 T567939 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 T567940 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN IN THE PLAN WITH T567940
- 8 T631885 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 T631886 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN IN THE PLAN WITH T631886
- 10 DP1203913 EASEMENT FOR HORIZONTAL & VERTICAL SUPPORT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1203913 EASEMENT FOR HORIZONTAL & VERTICAL SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94285

PAGE 2

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)

- 12 DP1203913 EASEMENT FOR SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1203913 EASEMENT FOR SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1203913 RIGHT OF CARRIAGEWAY 7 & 12.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1203913 RIGHT OF FOOTWAY 1.195, 1.32 & 2.51 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1203913 EASEMENT FOR SERVICES & STORMWATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 17 DP1203913 EASEMENT FOR SERVICES & STORMWATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1203913 EASEMENT FOR VENTILATION PURPOSES OVER EXISTING VENTILATION SHAFTS & DUCTS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1203913 EASEMENT FOR VENTILATION PURPOSES OVER EXISTING VENTILATION SHAFTS & DUCTS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1203913 RESTRICTION(S) ON THE USE OF LAND
- 21 DP1203913 EASEMENT FOR SUPPORT 0.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1203913 EASEMENT FOR GARBAGE 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1203913 RIGHT OF CARRIAGEWAY 0.232 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1203913 RIGHT OF FOOTWAY 0.232 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 94285

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 24	2	- 24	3	- 26	4	- 26

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

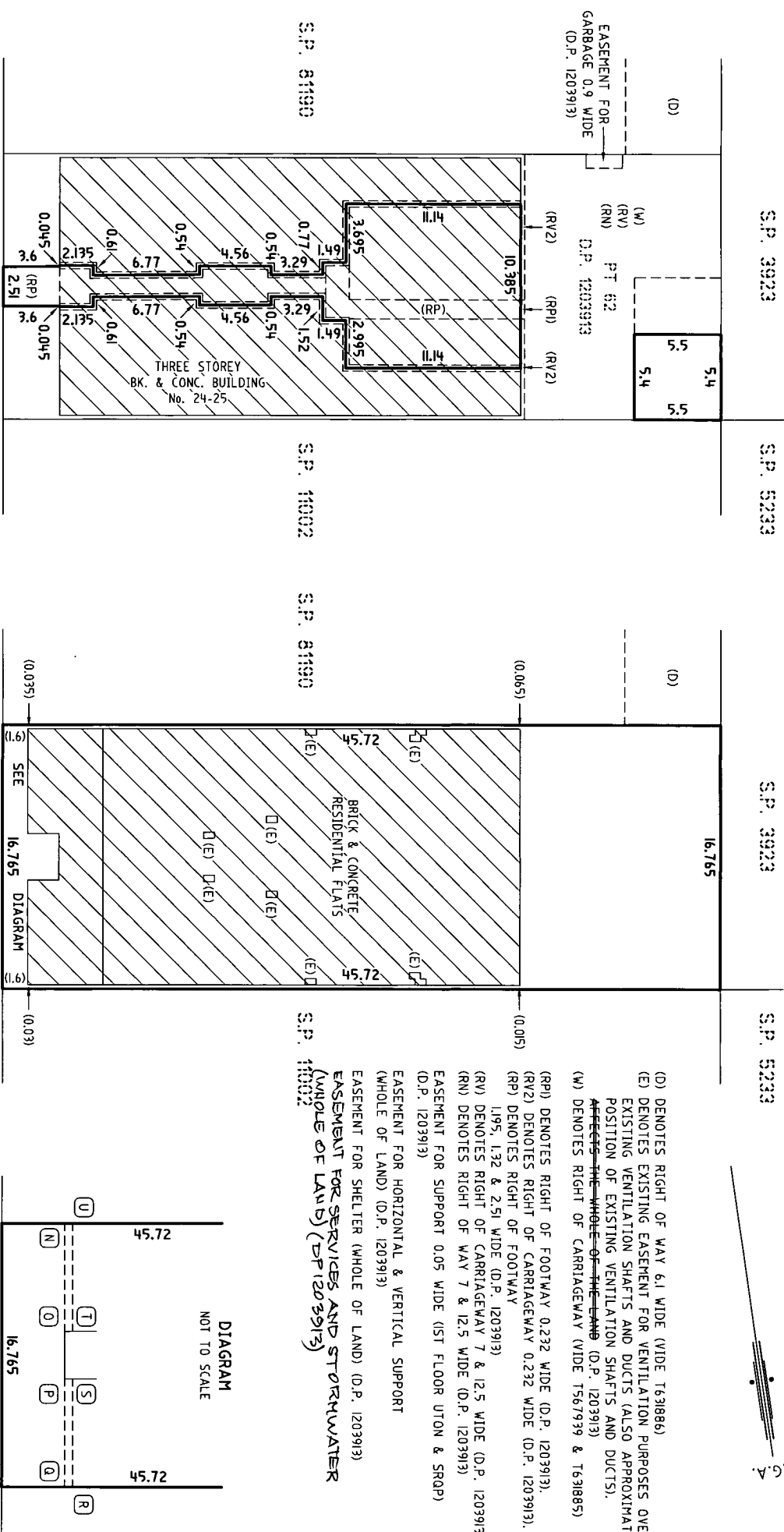
181166

PRINTED ON 13/8/2019

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

LOCATION PLAN - GROUND FLOOR

LOCATION PLAN - FIRST FLOOR



THE STRAND

THE STRAND

THE STRAND

Surveyor: PETER R. JOHNSTON
Surveyor's Ref: 11531B1CH.LIST
Subdivision No: SC 2442
Lengths are in metres Reduction Ratio 1:250

Registered

25.10.2016

SP94285 P

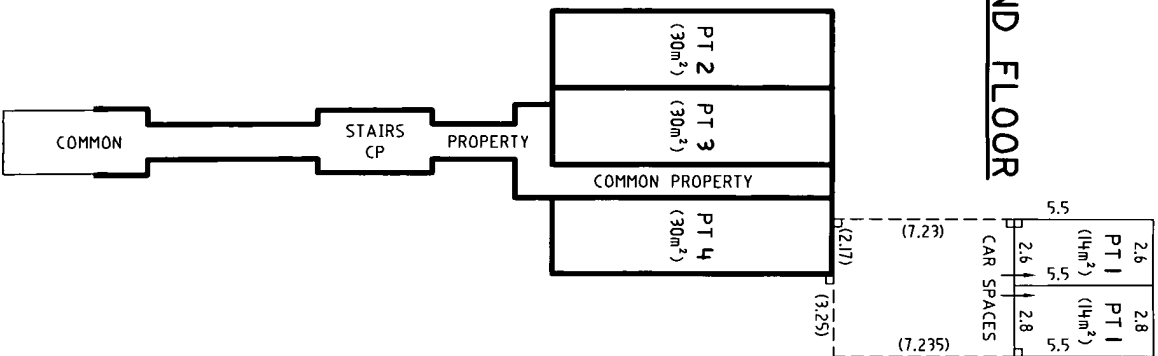
10	20	30	40	50	Table of mm	90	100	110	120	130	140
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STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets

GROUND FLOOR



NOTES:

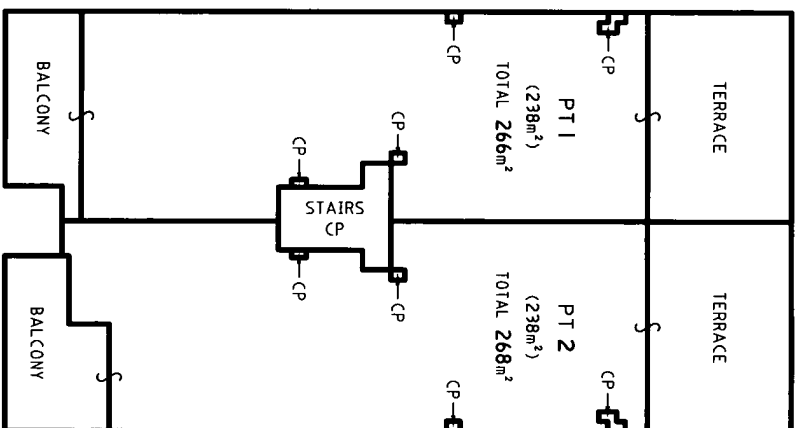
CP - DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE.

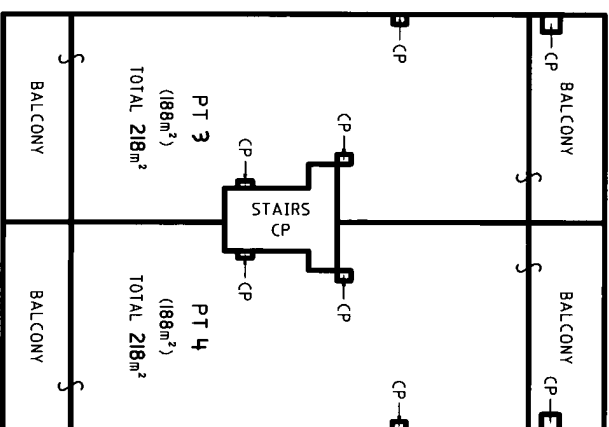
STRATUM OF BALCONIES & TERRACES AT FIRST FLOOR LEVEL WHERE NOT COVERED EXTENDS 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS

STRATUM OF PART 3 & PART 4 OF THE SECOND FLOOR EXTENDS TO 6.8 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS & INCLUDES ROOFS.

STRATUM OF CAR SPACES WHERE NOT COVERED EXTENDS 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS.



FIRST FLOOR



SECOND FLOOR

Surveyor: PETER R. JOHNSTON
Surveyor's Ref: 11531B1CH.LIST
Subdivision No: SC 2442
Lengths are in metres Reduction Ratio 1:200

Registered
25.10.2016

SP94285

STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 94285

1/40 MILSON ROAD
CREMORNE POINT
NSW 2090

Use Only

SP94285 S

Registered: 25.10.2016

Office Use Only

Purpose: STRATA PLAN

PLAN OF LOT 1 DP1203913

LOT 61

to ng

The adopted by-laws for the scheme are:

* ~~A~~ ~~RESIDENTIAL~~ Model By-laws.

* together with, Keeping of animals: Option A/B/C

* By-laws in 6 sheets filed with plan BY LAWS IN 6* strike out whichever is inapplicable SHEETS FILED WITH PLAN

* Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~ Northern Beaches* The Accredited Certifier GORDON WRENAccreditation No. BBB 0447

has made the required inspections and is satisfied that the requirements of;

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,

* (b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* (3) ~~The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~* (4) ~~The building encroaches on a public place and;~~* (a) ~~The Council does not object to the encroachment of the building beyond the alignment of;~~* (b) ~~The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~* (5) ~~This approval is given on the condition that lot(s) ^A are created as utility lots in accordance with section 30 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~Date 29th AUG 2016Subdivision No. SC 2442Relevant Development Consent No. 2015/0200issued by WARRINGAH COUNCIL

Authorised Person (General Manager/Accredited Certifier)

* Strike through if inapplicable

* Insert lot numbers of proposed utility lots.

LGA: NORTHERN BEACHES

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, Peter Robin Johnstonof 16 Beltana Ave Terrey Hills 2084

a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~* (2) * (a) ~~the building encroaches on a public place;~~* (b) ~~the building encroaches on land (other than a public place), and an appropriate easement has been created by ^A to permit the encroachment to remain.~~

* (3) the survey information recorded in the accompanying location plan is accurate.

Signature: Peter JohnstonDate: 16-08-2009

* Strike through if inapplicable.

* Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

SURVEYOR'S REFERENCE: 11531B1 ch.list

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 61 IN
DP 1203913

SP94285

Registered:  25.10.2016

Strata Certificate Details: Subdivision No: SC 2442

Date: 29th Aug 2016

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	UNIT ENTITLEMENT
1	24
2	24
3	26
4	26
AGGREGATE	100



GEORGE GETHOS (1R/Sec)

NICOLIA GETHOS (DIR)

AND GEORGE GETHOS

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

SURVEYOR'S REFERENCE: 19059 SP 11531 B1 CH-LIST

* OFFICE USE ONLY



SP94285 D

BY- LAWS

24-25 THE STRAND DEE WHY NSW 2099

6 pages

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

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

3 Damage to lawns and plants on common property²

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

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

4 Obstruction of common property

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

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

BY- LAWS

24-25 THE STRAND DEE WHY NSW 2099

6 pages

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

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

BY- LAWS

24-25 THE STRAND DEE WHY NSW 2099

6 pages

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

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

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change 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),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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

19 Lots 3 and 4 - Rights to Vertically Extend Lots

The Owners for the time being of lots 3 and 4 shall have:

- i. The rights to apply for a special privilege to extend the structure of their Lot into the extended stratum of their respective lots and to affect common property for the same for the purpose of extending the common area stair well.
- ii. The Owners Corporation cannot refuse any reasonable request by the owners of lots 3 and 4 to undertake such works.
- iii. The owners of lots 3 and 4 must, when approval is granted by the Owners Corporation, obtain all local government and other authorities approvals as deemed necessary for such works before any works are undertaken.

20 EXCLUSIVE USE OF AIRCONDITIONING SERVICES

1.1 Exclusive Use By-Law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Apartment. By-Laws 2.4 ("Occupiers may Exercise Rights") to 2.8 ("Additional Insurances") apply to this Exclusive Use By-Law.

1.2 Exclusive Use Rights

The Owner of each Apartment has:

- a) Exclusive use of the Airconditioning Services which exclusively services their Apartment; and
- b) The special privilege to connect to and use the Airconditioning Services which exclusively services their Apartment.

1.3 Interpreting this By-Law

In this Exclusive Use By-Law, "you" means the Owners of each Apartment.

1.4 What are your Obligations?

You must, at your cost:

- a) operate, maintain, repair and, where necessary, replace Airconditioning Services exclusively servicing your Apartment; and
- b) comply with the requirements of Government Agencies about airconditioning services.



GEORGE GESHOS

NICOLIA GESHOS

N. Geshos

and GEORGE GESHOS

SP94285



SP94285 M

Approved Form 28

Ss 28R-28W(F)/Ss 57A-57F(L)

Strata Schemes (Freehold Development) Act 1973

Strata Management Statement

Units 1-4, 24-25 The Strand, Dee Why (SP94285)

Note: *This statement has effect as an agreement under seal binding:*
i. an owners corporation of a strata scheme for part of the building;
ii. a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and
iii. any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (section 28W, Strata Schemes (Freehold Development) Act 1973); Section 57F, Strata Schemes (Leasehold Development) Act 1986.

1. Definitions and Interpretation
 2. Compulsory Matters
 - 2.1 Establishment and composition of Building Management Committee (the Committee) and appointment of Office Bearers
 - 2.2 Functions of the committee and its Office Bearers
 - 2.3 Amendments to Statement
 - 2.4 Dispute Resolution
 - 2.5 Service and Receiving of Notices
 3. Other Matters³
 - 3.1 Access
 - 3.2 Storage and Collection of Garbage
 - 3.3 Meetings of the Committee
 - 3.4 Records and Books of the Committee
 - 3.5 Safety and Security Measures
 - 3.6 Security for Ground Level Carpark
 - 3.7 Appointment of Managing Agent
 - 3.8 Control of Trading Activities
 - 3.9 Service Contracts
 - 3.10 Shared Facilities
 - 3.11 Installation of Further Airconditioning, grease arresters etc. for within Residential Lot
 - 3.12 Architectural Code
 - 3.13 Building Appearance and Maintenance
 - 3.14 Car Spaces
 4. Implied Provisions⁴
 - 4.1 Annual General Meeting
 - 4.2 Convening Meetings
 - 4.3 Quorum
 - 4.4 Voting
-

SP94285

Sheet 2 of 21 sheets

1. *The inclusion of definitions and provisions governing interpretation is not mandatory.*
2. *See Item 2 of Schedule 1C to the Strata Schemes (Freehold Development) Act and Item 2 of Schedule 2A to the Strata Schemes (Leasehold Development) Act 1986.*
3. *The headings in this section of the form are for guidance only and are not an exhaustive list of the matters which may be included – See Item 3(3) of Schedule 1C to the Strata Schemes (Freehold Development) Act and Item 3(3) Schedule 2A to the Strata Schemes (Leasehold Development) Act 1986.*
4. *These provisions do not apply to the extent that the Statement provides otherwise. (See Item 4 of Schedule 1C to the Strata Schemes (Freehold Development) Act and Item 4 of Schedule 2A to the Strata Schemes (Leasehold Development) Act 1986.*

SP94285

Sheet 3 of 21 sheets

Approved Form 28

Ss 28R-28W(F)/Ss 57A-57F(L)

Strata Schemes (Freehold Development) Act 1973

Strata Management Statement

UNITS 1-4, 24-25 The Strand, Dee Why (SP94285)

Note: *This statement has effect as an agreement under seal binding:*

- i. an owners corporation of a strata scheme for part of the building;*
- ii. a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and*
- iii. any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (section 28W, Strata Schemes (Freehold Development) Act 1973); Section 57F, Strata Schemes (Leasehold Development) Act 1986.*

1. Definitions and Interpretation

1.1 A Strata Management Statement is a set of rules that regulate the management and operation of buildings where part of the building is subdivided by a Strata Scheme or Schemes. These types of buildings are called "Part Building Strata Schemes". 24-25 The Strand Dee Why is a Part Building Strata Scheme.

1.2 A Strata Management Statement confers rights and imposes obligations on the Owners Corporations and owners and occupiers of lots in a Part Building Strata Scheme. It has procedures about meetings, financial management and the maintenance of shared facilities.

1.3 In this Management Statement:

Act is *Strata Schemes Management Act 1996 (NSW)* as amended.

Architectural Code is the Architectural Code in 3.12 of this Strata Management Statement.

Building means the improvements contained on and at 1-4, 24-25 The Strand.

Building Manager is the person appointed by the Committee under Clause 2.

Business Day is the day on which banks in New South Wales are open for business.

Committee is the building management committee established and maintained under Clause 2 and required by the Act.

Easements are the easements registered under the *Conveyancing Act 1919 (NSW)* benefiting and burdening a lot or common property.

Facilities Manager is the person appointed (if any) by the Committee under Clause 2.

Financial Member is a Member who has paid the Committee:

- (a) all of their capital works fund and administrative fund contributions up to date, and
- (b) all other money they owe the Committee under this Management Statement up to date.

SP94285

Sheet 4 of 21 sheets

For the clauses in part 4 about meeting procedures and resolutions, a Financial Member may be counted in determining a quorum and exercise voting rights if they have paid the amounts they owe under (a) and (b) before the date of the notice for the meeting.

Government Agency is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

LEADR is LEADR (ACN 008 651 232) of 15-17 Young Street, Sydney, 2000.

Lot is a Strata Lot.

Members are:

The Strand Dee Why Owners Corporation;

The Strand Apartments is a strata scheme no. SP94285

The Strand Owners Corporation is the Owners Corporation constituted on registration of the Strata Plan for the The Strand Apartments.

The Strand Retail is lot 62 DP1203913

24-25 **The Strand** is The Strand Apartments and The Strand Retail.

Occupier is:

The occupier or lessee of a Strata Lot.

Owner is:

(a) the owner of a Strata Lot.

(b) .the mortgagee in possession of a Strata Lot.

Owners Corporation is an owners corporation constituted under the Act.

Representative is a natural person appointed by a Member. A Member that is an Owners Corporation must appoint its Representative by a special resolution according to the Act.

Resolution is a motion passed at a duly convened meeting of the Committee for which a majority of Members vote in favour.

Security Key is a key, magnetic card or other device or information used to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Shared Facilities are the services, facilities, machinery and equipment that Members use. They include, but are not limited to, the items listed in Schedule 1.

Strata Manager is the Strata Managing Agent appointed by the Committee under clause 3.7 to manage The Strand Apartments and perform functions for the Committee.

Strata Management Statement is the strata management statement registered with the plan.

Stratum Lot is a lot in The Strand that has not been subdivided by a Strata Plan.

Substitute Representative is a natural person appointed by a Member by a special resolution according to the Act. A Substitute Representative may represent and vote for the Member at meetings of the Committee if the Member's Representative cannot attend a meeting.

Unanimous Resolution is a motion passed at a duly convened meeting of the Committee for which no Member casts a vote against.

2. Compulsory Matters

- 2.1 Establishment and composition of the Committee The Strand Apartments and appointment of Office Bearers.

Establishing the Committee

- 2.1.1 The Members must:

- (a) establish the Committee within one month after this Management Statement is registered, and
- (b) always have a Committee.

Representatives and Substitute Representatives

- 2.1.2 Each Member must appoint a Representative to represent it at meetings of the Committee.
- 2.1.3 Each Member may appoint a Substitute Representative to represent it at meetings of the Committee if its Representative cannot attend a meeting.
- 2.1.4 A Member must give the Committee a written notice when it appoints a Representative or Substitute Representative.

Functions of the Committee and its Office Bearers

- 2.2.1 The Functions of the Committee are to:

- (a) make decisions about matters in this Management Statement;
- (b) convene and hold meetings of the Committee according to this Management Statement;
- (c) determine, levy and recover contributions for the administrative fund and capital works fund and make payments from those funds;
- (d) operate, maintain, renew and replace Shared Facilities;
- (e) change or add to Shared Facilities;
- (f) fairly control use of Shared Facilities;

- (g) effect insurances according to the Act and this Management Statement;
- (h) arrange for maintenance and other contracts so that insurances are not affected;
- (i) monitor the performance by Members of their obligations under the Act and this Management Statement;
- (j) monitor the performance of the Strata Manager;
- (k) monitor the performance of the Building Manager;
- (l) monitor the performance of the Facilities Manager; and
- (m) comply with this Management Statement and the Act.

2.2.2 Offices of the Committee:

What Officer must the Committee appoint?

2.2.2.1 The Officers of the Committee are the Secretary, Treasurer and Chairperson;

2.2.2.2 An Officer must be:

- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

2.2.2.3 The Committee may appoint a Representative, Substitute Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

2.2.2.4 An Officer must perform their functions according to this Management Statement and the directions of the Committee.

The procedure for appointing Officers

2.2.2.5 The Committee must appoint its Officers within one month after this Management Statement is registered.

2.2.2.6 **The Committee:**

- (a) may appoint new Officers at any time, and
- (b) must immediately appoint a new Officer if an existing Officer vacates their position as an Officer.

Vacating the position of an Officer

2.2.2.7 An Officer vacates their position as an officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;

- (c) the Committee appoints a new officer to fill their position; or
- (d) the Officer resigns in writing from their position. The Officer must serve notice on the Committee of their resignation.

The Secretary

2.2.2.8 The functions of the Secretary are to:

- (a) convene meetings of the Committee;
- (b) prepare notices and agendas for meetings of the Committee;
- (c) prepare and distribute minutes of meetings of the Committee;
- (d) give notices for the Committee;
- (e) answer communications sent to the Committee;
- (f) perform administrative and secretarial functions for the Committee; and
- (g) keep records (other than records which the Treasurer must keep) for the Committee according to this Management Statement and the Act.

The Treasurer

2.2.2.9 The functions of the Treasurer are:

- (a) send notices of capital works fund and administrative fund contributions to Members;
- (b) collect contributions from Members;
- (c) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (d) keep accounting records for the Committee according to this Management Statement; and
- (e) prepare financial statements and budgets according to this Management Statement.

The Chairperson

2.2.2.10 The function of the Chairperson is to preside at each meeting of the Committee at which the Chairperson is present. If the Chairperson does not attend a meeting, the Committee may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

2.3 Amendments to the Management Statement

2.3.1 The Management Statement may only be amended, added to or repealed by Unanimous Resolution of the Committee.

2.4 Dispute Resolution

Interpretation

- 2.4.1 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, Members, an Owner or an Occupier.

About disputes

- 2.4.2 The parties must endeavour in good faith to resolve disputes about this Management Statement before taking action under this clause.

- 2.4.3 The parties must deal with disputes about this Management Statement according to this clause. This includes disputes about:

- (a) the Committee or an Officer of the Committee failing to comply with the provisions about meetings of the Committee;
- (b) the Architectural Code;
- (c) using and paying for Shared Facilities; and
- (d) decisions of the Committee.

Dispute notice

- 2.4.4 A party may give another party notice. In the notice the party must:

- (a) describe what the dispute is about;
- (b) identify the provisions of this Management Statement or the law that apply to the dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the dispute notice.

Negotiation

- 2.4.5 Within fourteen (14) days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:

- (a) at 2.00 p.m. on the day which is fourteen (14) days after the dispute notice was given; and
- (b) at 24-25 The Strand or by telephone conference.

Mediation

- 2.4.6 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:

- (a) refer the dispute to mediation; and

- (b) appoint a mediator from the panel of mediators kept by LEADR to mediate the dispute.

2.4.7 If the parties cannot agree on the mediator from the LEADR panel within seven days after a party gives a mediation notice, a party may ask the Chairperson to LEADR (or the vice Chairperson if the Chairperson declines) to:

- (a) appoint a mediator from the LEADR panel; and
- (b) determine the remuneration of the mediator.

2.4.8 The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:

- (a) the mediation procedures they will adopt; and
- (b) the timetable for the mediation procedures.

The mediation must take place in Sydney, New South Wales.

2.4.9 If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:

- (a) refer the dispute to an independent expert for determination; and
- (a) appoint an expert to determine the dispute.

2.4.10 If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:

- (a) appoint an appropriate expert having regard to the nature of the dispute; and
- (b) determine the remuneration of the expert.

2.4.11 The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

2.4.12 The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the dispute and give written reasons for the decision within one month of being appointed.

2.4.13 The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

2.4.14 The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

2.5 Serving and Receiving Notices

2.5.1 A notice or communication given under this Management Statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the current address of the addressee;
- (c) sent by prepaid ordinary post to the current address of the addressee; or
- (d) sent to the current facsimile number of the addressee.

2.5.2 When are notices received?

2.5.2.1 A notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later).

2.5.2.2 A post notice or communication is received on the third day after it was posted.

2.5.2.3 A facsimile is received:

- (a) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
- (b) if the facsimile is sent after 5.00 p.m. on the next business day; or
- (c) if the facsimile is sent on a day which is not a business day, on the next business day.

3. Other Matters

3.1 Access

3.1.1 Right to Access

3.1.1.1 When the Committee, Members, Owners and Occupiers exercise their rights to access parts of The Strand Apartments, they must not interfere

SP94285

Sheet 11 of 21 sheets

with the lawful use of that area by any other Member, Owner or Occupier.

3.1.2 Emergency / Fire Stairs

3.1.2.1 all Members must allow other Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in 25 The Strand necessary to exit the building in the event of a fire or an emergency.

3.1.2.2 The Strand Apartments SP No. 94285 must allow unhindered access to their common property from time to time to allow necessary repairs and maintenance to the Retail owners exhaust and ventilation system.

3.2 Storage and Collection of Garbage

3.2.1 Each of The Strand Apartments and The Strand Retail is allocated and is responsible for its own Garbage compound and the area in their immediate vicinity. The Members, Owners and Occupiers shall have the right to use their respective Garbage compounds at all times as a place in which to store garbage until it is removed provided:

that all reasonable steps and precautions must be taken to ensure that:

- (i) garbage placed in the Garbage Compounds is only placed in the receptacles provided for the purpose; and
- (ii) the Garbage Compounds are kept as clean and tidy as possible;
- (iii) garbage that may be recycled is placed into the relevant receptacles provided for the purpose.

3.2.2 The Committee must control, manage and maintain the Garbage compounds for the benefit of the Members.

3.2.3 The Committee may prepare a garbage management plan about the use of the Garbage compounds.

3.2.4 Each Member is responsible to ensure that each Owner and Occupier performs and observes the provisions of the Garbage compounds plan.

3.3 Meetings of the Committee

3.3.1 When will the Committee meet.

3.3.1.1 The Secretary of the Committee must convene a meeting of the Committee:

- (i) in the event that the Committee decides to hold a meeting;
- (ii) if three or more Members ask for a Meeting;
- (iii) if it is necessary to appoint a new officer of the Committee; or
- (iv) at least every six (6) months.

3.3.1.2 At least seven (7) days written notice of a meeting must normally be given, in the event of an emergency the Secretary may give shorter period of notice.

3.3.1.3 Subject to the Management Statement, the Committee may meet to conduct its business, adjourn and otherwise regulate its meetings how it thinks fit.

3.3.1.4 Owners and Occupiers may attend meetings but may only address the meeting if the Committee agrees.

3.3.2 Notice of Meetings, Agenda and Minutes

3.3.2.1 The Secretary must:

- (i) Give each member at least fourteen (14) days notice of meeting of the Committee and agenda of meeting;
- (ii) Prepare and distribute notices of meetings and agendas of meetings;
- (iii) Prepare minutes of all meetings and retain and distribute copies of the minutes to each Owner.

3.4 Records and Books of the Committee

3.4.1 The Committee must cause proper records and books of account to be kept of all amounts payable under the Management Statement and must enter all transactions usually entered in books of accounts kept by property managers.

3.4.2 The records and books of account will be kept at the office of the Committee and must be available during normal business hours (upon providing the Committee with reasonable notice) for inspection by an Owner or its authorised Representative.

3.4.3 the Committee must maintain a copy of its books and records of account for a period of seven (7) years.

3.5 Safety and Security Measures

3.5.1 Security of The Strand Apartments is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates security issues and the use of security equipment (e.g. the provision of Security Keys).

3.5.2 The Committee may secure doors or gates in The Strand Apartments between the hours it determines are appropriate to preserve the security of Apartments and protect Members, Owners, Occupiers and their property.

3.5.3 The Committee must give to Owners and Members:

- (a) Front door security keys;
- (b) Carpark security keys; and

- (c) Fire stairs entry key.

(Note: If the front door security key is an access card then one access card may be given which will work for the front door and for the car park entry.)

- 3.5.4 The Committee may charge a Member, an Owner or an Occupier a fee or bond if they want an extra or a replacement Security Key.

- 3.5.5 Security Keys belong to the Committee.

- 3.5.6 A Member, Owner or Occupier must:

- (a) take all reasonable steps not to lose Security Keys;
- (b) return Security Keys to the Committee if they do not need them; and
- (c) notify the Committee immediately if they lose a Security Key.

- 3.5.7 A Member, Owner or Occupier must not:

- (a) copy a Security Key; or
- (b) give Security Keys to someone who is not a Member, an Owner or an Occupier.

- 3.5.8 The Committee has the power to:

- (a) re-code Security Keys; and
- (b) require Members, owners and Occupiers to promptly return their Security keys to the Committee to be re-coded.

- 3.5.9 Members, Owners and Occupiers must comply with the reasonable instructions of the committee about Security Keys and, in particular, about re-coding and returning Security Keys.

- 3.5.10 The Committee has the power to enter on agreements with third parties (e.g. the Building Manager) about the provision and management of Security Keys and the management of security systems generally.

3.6 Security Arrangements for Basement and Ground Level Parking

- 3.6.1 The Committee has the power to ensure that security in the basement and ground level car park is always maintained.

- 3.6.2 Owners and Occupiers of a lots must ensure that any security door for any parking area is kept closed and locked at all times except for entry and exit.

3.7 Appointment of Managing Agent

- 3.7.1 The Committee has the power to appoint a Strata Manager to assist the Committee to perform its functions.

3.8 Control of Trading Activities (Not applicable)

3.9 Service Contracts

- 3.9.1 The Committee has the power and authority (in addition to any power or authority conferred by the Act) to enter into agreements with service contractors in order to provide for the efficient, proper and uniform maintenance and repair of the building and or the Shared Facilities.

3.10 Shared Facilities and Services Cost of Breakdown

- 3.10.1 Schedule 1 attached to this Management Statement is a list of the Shared Facilities.
- 3.10.2 The Shared Facilities are facilities and services that are used by more than one Member.
- 3.10.3 The Committee must operate, maintain, repair, renew and replace the Shared Facilities.
- 3.10.4 Schedule 1 shows how much each Member must contribute towards the costs for the Shared Facilities.
- 3.10.5 The Committee must charge each member the costs for the Shared Facilities in accordance with the provisions in the Schedule.
- 3.10.6 In the event that there is a dispute about the costs for the Shared Facilities then the Member must pay the costs in accordance with the provisions in Schedule 1 until the dispute is resolved (as provided by this Management Statement) and any adjustment will be made.
- 3.10.7 The committee may, by Unanimous Resolution:
- (a) Add Shared Facilities, create new Shared Facilities, change existing Shared Facilities, change the use of Shared Facilities, modify or replace the Shared Facilities or extend the Shared Facilities; or
 - (b) Change the cost, add new cost or adjust the cost for Shared Facilities.
- 3.10.8 The Members agree to amend Schedule 1 as required to give effect to anything the Committee resolves under clause 3.10.7.
- 3.10.9 Each Member must give the Committee access to operate, maintain, repair, renovate and replace the Shared Facilities.
- 3.11 (Not applicable)

3.12 Architectural Code

- 3.12.1 Schedule 2 of this Management Statement is the Architectural Code (the "Code").
- 3.12.2 The Code helps to preserve the architectural integrity of the Building.

3.12.3 The code explains the obligations of the Members, Owners and Occupiers to ensure that the Code is maintained. The Code also explains how a Member, Owner or Occupier may apply for consent under the Code and how to ask the Committee to amend the Code.

3.12.4 Members, Owners and Occupiers must:

- (a) comply with the Code;
- (b) obtain consent from the Committee according to the Code.

3.12.5 The Committee may by Unanimous Resolution amend, add to or repeal parts of the Code.

3.13 Building Appearance and Maintenance

3.13.1 An Owners Corporation who is a Member must carry out its obligations under Section 62 of the Act.

3.13.2 An owners Corporation who is a Member must not make a determination under 62(3) of the Act without the consent of the Committee.

3.14 Car Spaces

3.14.1 Car spaces may only be used for the parking of motor vehicles in conjunction with the use of the Lot to which they are allocated.

3.14.2 Each car space must be clearly line marked and signposted as a car space identifying the Lot to which it is allocated.

3.14.3 Strand Apartments is responsible for ensuring compliance by the owners of Lots in Strand Apartments with these requirements.

4. Implied Provisions

4.1 Annual General Meeting

The Committee may make decisions only according to this Management Statement and:

- (a) at a properly convened meeting of the Committee or in writing;
and
- (b) by Resolution or Unanimous Resolution

4.2 Convening Meetings

When to convene meetings

4.2.1 The secretary of the committee must convene a meeting of the Committee:

- (a) if the Committee decides to hold a meeting;
- (b) if two or more Members ask for a meeting. The secretary must convene the meeting within fourteen (14) days or sooner if there is an emergency;

- (c) if it is necessary to appoint a new officer of the Committee; or
- (d) at least every three (3) months.

Conducting meetings

- 4.2.2 Subject to this Management Statement, the Committee may meet to conduct its business, adjourn and otherwise regulate its meetings as it thinks fit.

Attendance at meetings

- 4.2.3 Owners and Occupiers may attend meetings of the Committee. However, they may address the meeting only if the Committee agrees.

4.3 Notices for Meetings

Giving the notice

- 4.3.1 Subject to this clause, the secretary of the committee must give each Member at least fourteen (14) days notice of a meeting of the Committee. The notice must:
- (a) include the time, date and venue of the meeting; and
 - (b) include the agenda for the meeting.
- 4.3.2 The secretary of the Committee may give less than fourteen (14) days notice if there is an emergency and it is necessary for the Committee to meet immediately.

The agenda for the meeting

- 4.3.3 The agenda for a meeting of the Committee must include details of all business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting.
- 4.3.4 The agenda must clearly show what motions, if any, require a Unanimous Resolution to be passed.

4.4 Quorum

- 4.4.1 A quorum at a meeting of the Committee is as provided in the Act.
- 4.4.2 If a quorum is not present within 30 minutes after a meeting of the Committee starts, the Committee must:
- (a) adjourn the meeting to the same time and place seven (7) days later; and
 - (b) give notice of the adjourned meeting to each Member at least two (2) days before the adjourned meeting starts.

- 4.4.3 A quorum at an adjourned meeting of the Committee is as provided in the Act.

4.5 Types of Resolutions

- 4.5.1 The Committee may make decisions by Unanimous Resolution or Resolution.
- 4.5.2 The matters that the Committee may decide only by Unanimous Resolution are:
- (a) amending, adding to or repealing all or parts of this Management Statement;
 - (b) amending, adding to or repealing a clause in this Management Statement that requires a Unanimous Resolution to be passed;
 - (c) changing the budget cycle of the Committee according to clause 2.1;
 - (d) repaying surplus capital works funds or administrative funds to Members according to clause 2.2;
 - (e) adding to or extending Shared Facilities according to clause 2.2; and
 - (f) amending, adding to or repealing a clause about the division of costs for Shared Facilities according to clause 2.2.
- 4.5.3 The matters that the Committee may decide only by Resolution are all of the matters that do not require a Unanimous Resolution.

4.6 Voting

- 4.6.1 Each Member shall have one voting right.
- 4.6.2 To exercise voting rights at a meeting of the Committee, a Member must be a Financial Member immediately before the commencement of the meeting.
- 4.6.3 An Unfinancial Member cannot vote at a meeting of the Committee. However, an Unfinancial Member may attend meetings and may address meetings.
- 4.6.4 A Representative or Substitute Representative for a Financial Member must vote at a meeting of the Committee according to any instructions by the Member that appointed them.
- 4.6.5 The Executive Committee of a Member that is an Owners Corporation may give instructions to the Representative or Substitute Representative of the Owners Corporation.

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- 4.6.6 The Chairperson does not have a casting vote at a meeting of the Committee.
- 4.6.7 The Strata Manager does not have a vote at a meeting of the Committee unless the Strata Manager is a Representative or a Substitute Representative.
- 4.6.8 The Building Manager does not have a vote at a meeting of the Committee unless the Building Manager is a Representative or a Substitute Representative.

SP94285

Sheet 19 of 21 sheets

Execution

EXECUTED BY
BRESTAN PTY LTD

by



Signature of Director

Signature of Director/Secretary

NICOLIA (NIKKI) GESHOS
Name (Block letters)

GEORGE GESHOS
Name (Block Letters)

SIGNED SEALED AND DELIVERED

by the said **GEORGE GESHOS**

in the presence of:

ANDREW CRAWLEY



1. The inclusion of definitions and provisions governing interpretation is not mandatory.
2. See Item 2 of Schedule 1C to the Strata Schemes (Freehold Development) Act and Item 2 of Schedule 2A to the Strata Schemes (Leasehold Development) Act 1986.
3. The headings in this section of the form are for guidance only and are not an exhaustive list of the matters which may be included – See Item 3(3) of Schedule 1C to the Strata Schemes (Freehold Development) Act and Item 3(3) Schedule 2A to the Strata Schemes (Leasehold Development) Act 1986.
4. These provisions do not apply to the extent that the Statement provides otherwise. (See Item 4 of Schedule 1C to the Strata Schemes (Freehold Development) Act and Item 4 of Schedule 2A to the Strata Schemes (Leasehold Development) Act 1986.

SP94285

Sheet 20 of 21 sheets

SCHEDULE 1

SHARED FACILITIES

SHARED FACILITY	LOCATION	PURPOSE	MAINTENANCE 61	<u>24-25 THE STRAND</u>	
				RETAIL LOT 62	APARTMENTS LOT
FRONT ENTRY	THE ENTRANCE FROM THE STRAND	ACCESS TO ALL LOTS	AS REQUIRED	50%	50%
CONTRACTED GREASE TRAP CHARGES		REMOVAL	AS REQUIRED	100%	-
SYDNEY WATER STANDING CHARGES			LOT 61	-	100%
SYDNEY WATER STANDING CHARGES			LOT 62	100%	-
REAR YARD	AT THE REAR OF THE MAIN BUILDING	DELIVERIES AND ACCESS	AS REQUIRED	50%	50%
LIGHTING/ VENTILATION	REAR PASSAGE/ WC'S	POWER SUPPLY	AS REQUIRED	20%	80%
INSURANCE	ENTIRE BUILDING		ANNUAL	60%	40%
PEST CONTROL	LOT 61	PEST CONTROL	6 MONTHLY	-	100%
PEST CONTROL	LOT 62	PEST CONTROL	TO COMPLY WITH NBC	100%	-

SP94285

SCHEDULE 2

ARCHITECTURAL CODE

Maintain the architectural integrity of the Building in accordance with its original design and subject to any additions or alterations which enhance the architectural profile of the Building.

REGISTERED



25.10.2016

RP 138
1979

STAMP DUTY

NEW SOUTH WALES

1567939

STAMP DUTY



12 11

1567939

OFFICE USE ONLY

TRANSFER

GRANTING EASEMENT

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

TG

A	1	of 2	+
\$	20		

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

Note (c)

TRANSFeree
(registered
proprietor of
dominant tenement)
Note (b)

PRIOR
ENCUMBRANCES
Note (d)

EXECUTION
Note (e)

Note (e)

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

OFFICE USE ONLY

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Certificate of Title Volume 13563 Folio 152 ✓	Certificate of Title Volume 11799 Folio 174 ✓
✓	
GEORGE GESHOPULOS of 31 Fairway Drive, Kellyville, Importer	

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 10.00
and TRANSFERS and GRANTS a right of carriageway over the area of land marked "Proposed
Right of Way" in the plan hereunto annexed and marked with the letter "A"

OFFICE USE ONLY

OVER

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree

MASTERMIND INVESTMENTS PTY LIMITED a company duly incorporated and having its
Registered Office at

subject to the following PRIOR ENCUMBRANCES: 1.
2. 3.

DATE OF TRANSFER 17th May, 1983

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

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

Signature of Witness

C. E. INDRORA
Name of Witness (BLOCK LETTERS)

Sole
Address and occupation of Witness

Signature of Transferor

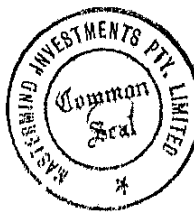
Signed in my presence by the transferee who is personally known to me

Signature of Witness

D. RAMOS
Name of Witness (BLOCK LETTERS)

12 THE STRAND DEWILLY BEACH
Address and occupation of Witness

shop keeper



Signature of Transferor

DIRECTOR M. Capon

Signature of Transferee

SECRETARY A. Lee

LODGED BY		LOCATION OF DOCUMENTS	
COLEMAN & GREIG SOLICITORS 100 GEORGE STREET PARRAMATTA 2150 DX 9326 PARRAMATTA TELEPHONE: 635-6422		CT	OTHER
Delivery Box Number	169 Y		
Extra Fee	Checked by <u>ES</u>		
REGISTERED <u>16-9-183</u>			
Registrar General			

RP 13B S \$270
1978

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.

GENERALLY

(i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbr for probate, L/A for letters of administration.

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:					FIRST SCHEDULE DIRECTIONS	
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F) OR RECD. DEALING A FOLIO IDENTIFIER	FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K)	DETAILS
	13563-152	04		T567939		Right of conveyance affecting the land shown as burdened in the plan below.
	11799-174	04		T567939		Right of conveyance affecting the land within described affecting the land shown as burdened in the plan below.

f2hk

T567939 BIND WITH T567939

H. WILSHIRE WEBB
BARRY L. DOYLE
NEIL D. HOWIE
ASSOCIATE
K. L. JACOBS

RELODGED

25 AUG 1983

1.15

H. WILSHIRE WEBB, SON & DOYLE

SOLICITORS

91A YORK STREET, SYDNEY 2000

29-3311 (6 lines)

29-7861

D.X. 298

HW:BLC
2839/2724
2848

5th August 1983

The Registrar Generals

SYDNEY 2000

Dear Sir

re; Caveat's Number S537752, T226968 and T658080

As Solicitors for the Caveator, under the abovementioned Caveats, The Council of the Shire of Warringah, we hereby consent to registration of the following Transfers and Grants of Rights-of-carriageway:-

Symaco Pty. Limited to George Geshopulos Volumes 2389 Folio 223 and Volume 13563 Folio 152.

George Geshcpulos to Symaco Pty. Limited Volume 13563 Folio 152 and Volume 2389 Folio 223.

Mastermind Investments Pty. Limited to George Geshopulos Volume 11799 Folio 174 and Volume 13563 Folio 152.

George Geshopulos to Mastermind Investments Pty. Limited Volume 13563 Folio 152 and Volume 11799 Folio 174.

Yours faithfully

H. WILSHIRE WEBB, SON & DOYLE

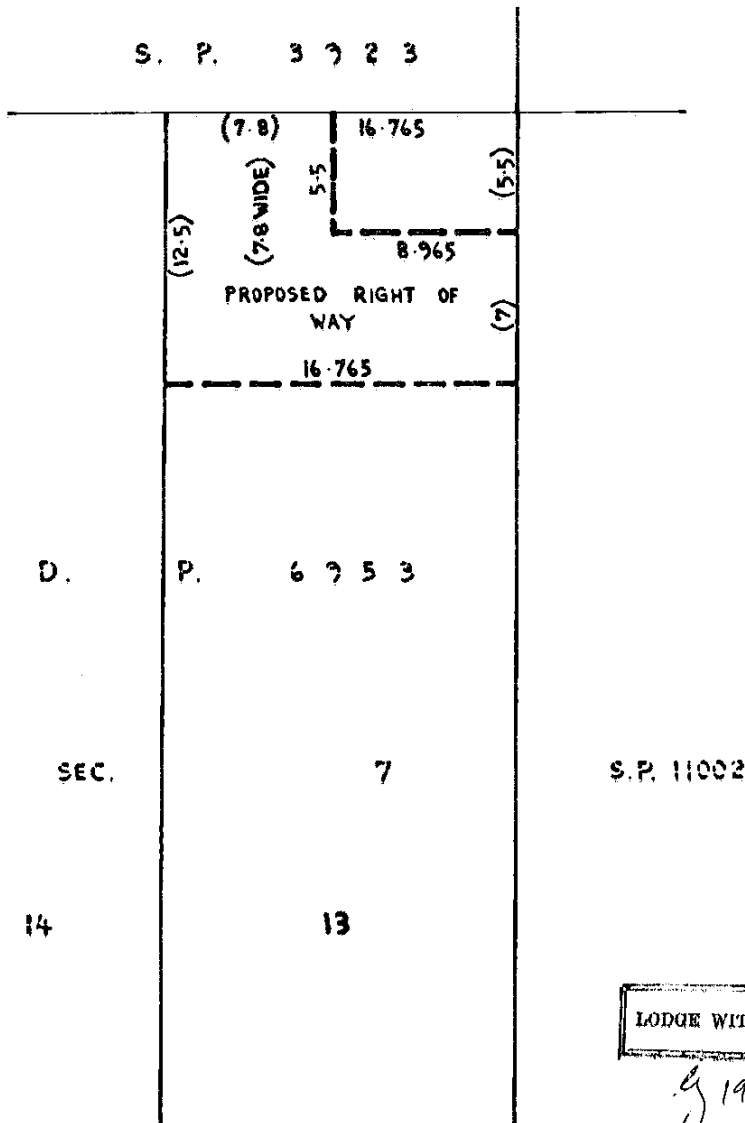
Per: 

"A"

T567939

PLAN
OF PROPOSED RIGHT OF WAY 7 & 7.8 WIDE
WITHIN LOT 13 SEC. 7 D.P. 6953 AT DEE WHY
IN THE SHIRE OF WARRINGAH

REDUCTION RATIO 1:250



THE STRAND

THIS IS THE ANNEXURE "A" REFERRED TO IN A TRANSFER GRANTING EASEMENT MADE BETWEEN
GEORGE GESHOPULOS (Transferor) AND MASTERMIND INVESTMENTS PTY LIMITED (Transferee)
AND DATED THE 17th DAY OF May, 1983.

.....
Transferor:

.....
Transferee

VP 138
1978

STAMP DUTY



MAY 1983

1567940

NEW SOUTH WALES

**TRANSFER
GRANTING EASEMENT**

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

OFFICE USE ONLY

1	2	2	7
\$ 80			

STAMP DUTY

Servient Tenement (Land burdened)

Dominant Tenement (Land benefited)

Torrens Title Reference

Torrens Title Reference

Certificate of Title
Volume 11799 Folio 174

Certificate of Title
Volume 13563 Folio 152

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

MASTERMIND INVESTMENTS PTY LIMITED a company duly incorporated and having its
registered office at X 36 ORMOND AVE. PDE HURSTVILLE

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$10.00
and TRANSFERS and GRANTS a right of carriageway over the area of land marked
"Proposed Right of Way" in the plan hereunto annexed and marked with the letter
"A".

OFFICE USE ONLY

OVER

Note (c)

TRANSFeree
(registered
proprietor of
dominant tenement)
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree

GEORGE GESHOPULOS of 31 Fairway Drive, Kellyville, Importer

PRIOR
ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. R637428, R649069, T347628
2. R649069, T347628

DATE OF TRANSFER 17th May 1983

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (e)

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

D. Ramos
Signature of Witness

D. RAMOS
Name of Witness (BLOCK LETTERS)

18 THE STAMPA DRIVE, BENTLEY SHOPKEEPER
Address and occupation of Witness



M. Cepas
Director

[Signature]
Signature of Transferor

Note (e)

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

[Signature]
Signature of Witness

COLEMAN & CREIG
Name of Witness (BLOCK LETTERS)

18 THE STAMPA DRIVE, BENTLEY
Address and occupation of Witness

[Signature]
Signature of Transferee

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY

COLEMAN & CREIG

SOLICITORS

100 GEORGE STREET
PARRAMATTA 2150
DX 8222 PARRAMATTA
TELEPHONE: 635-8422

Delivery Box Number

189 Y

CT

OTHER

LOCATION OF DOCUMENTS

Herewith,

In R.G.O. with

Produced by

OFFICE USE ONLY

Extra Fee

Checked
by

REGISTERED 16-9-1983

off

L

P11652
EXPIRED

OVER

205

Registrar General

RAT

AP 13B
1978

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/3P12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.
 - GENERALLY (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "IAB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 - CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bt for probate, L/A for letters of administration.

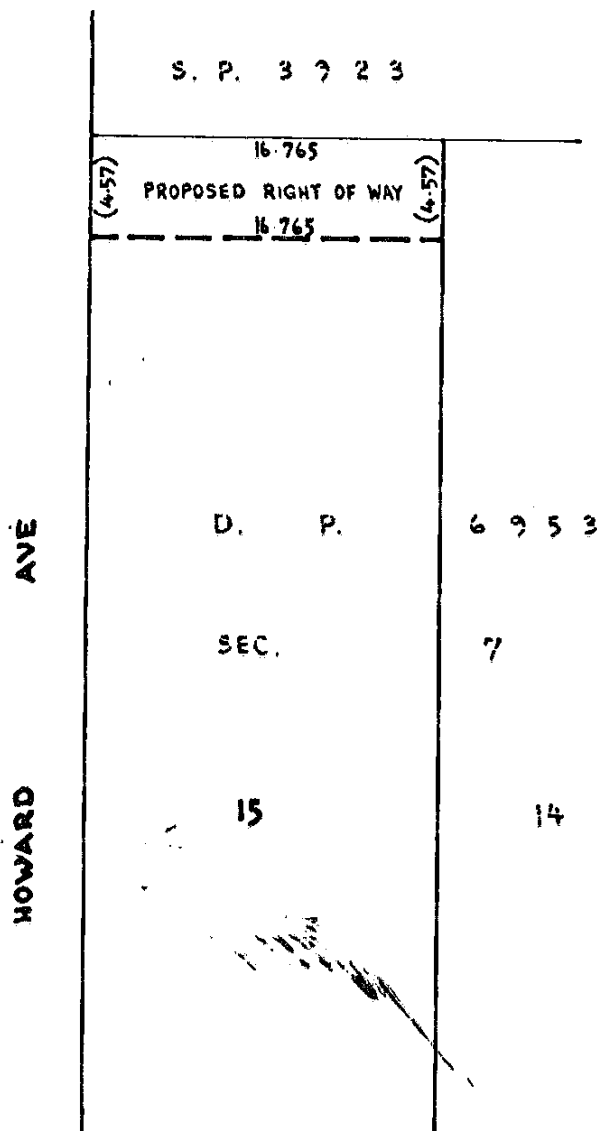
OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS						
DIRECTION: PROP No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER (FOR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECT-ON	(H) NOTEN TYPE	(I) DEALING NUMBER	(K)	DETAILS
	11799-174 ✓	OK		T567940		Right of carriageway affecting the land shown as bordered in the plan hereon.
	13563-152 ✓	OK		T567940		Right of carriageway appurtenant to the land within described affecting the land shown as bordered in the plan hereon.
	11799-174 ✓	UNDER ON	X UX	S537752 T567939/40 ✓		Caveat corrected
	13563-152	UNDER ON	X OX	T658080 T567939/40		Caveat corrected

"A"

T567940

PLAN
OF PROPOSED RIGHT OF WAY 4.57 WIDE
WITHIN LOT 15 SEC. 7 D.P. 6953 AT DEE
WHY IN THE SHIRE OF WARRINGAH
REDUCTION RATIO 1:250



THIS IS THE ANNEXURE "A" REFERRED TO IN A TRANSFER GRANTING EASEMENT MADE BETWEEN
MASTERMIND INVESTMENTS PTY LIMITED (Transferor) AND GEORGE GESHOPULOS (Transferee)
AND DATED THE 17th DAY OF May, 1983.

[Signature]
Transferor

[Signature]
Transferee

THIS IS AN ANNEXURE TO A TRANSFER GRANTING EASEMENT MADE BETWEEN
MASTERMIND INVESTMENTS PTY. LIMITED (Transferor) AND GEORGE GESHOPULOS
(Transferee) AND DATED THE 17th DAY OF May, 1983.

The AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED consents to
the within Transfer granting Easement.

Signed and Sealed by the said
Bank at Sydney by its Attorney

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
INCORPORATING ANZ BANK AND AS&A BANK
by its Attorney

KEITH WILLIAM PARKER

who is personally known to me

and I, the said Attorney, state that I have not received
any notice of the revocation of either of the Powers of
Attorney registered in the Office of the Registrar General
Sydney as No. 263 Book 3403 under which this document
is executed.

JUSTICE OF THE PEACE FOR
NEW SOUTH WALES

MANAGER FOR THE TIME BEING OF AUSTRALIA
AND NEW ZEALAND BANKING GROUP LIMITED.

Peter Dorey

[Signature]

x M. C. [Signature]

x [Signature]

RP 13B
1978

STAMP DUTY



11 24

T631885

6.25

OFFICE USE ONLY

**TRANSFER
GRANTING EASEMENT**

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

TG

A	1 of 2	X
\$ 40 plan		E
30/10		

Servient Tenement (Land burdened) DUTY	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Certificate of Title Volume 13563 Folio 152 /	Certificate of Title Volume 2389 Folio 223 /

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

GEORGE GESHOPULOS of 31 Fairway Drive, Kellyville, Importer

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 10.00
and TRANSFERS and GRANTS a right of carriageway over the area of land marked
"Proposed Right of Way" in the plan hereunto annexed and marked with the letter
"A"

OFFICE USE ONLY

OVER

TRANSFEE
(registered
proprietor of
dominant tenement)
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEE

SYMACO PTY LIMITED a company duly incorporated and having its Registered Office
at 66 LINCOLN AVE, COLLEGE PLAZA

PRIOR
ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1.
2. 3.

DATE OF TRANSFER 30.5.83
We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (e)

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

Signature of Witness
COLEMAN
Name of Witness (BLOCK LETTERS)
COLEMAN
Address and occupation of Witness

Note (e)

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

Signature of Witness
LUIGI MARASCO
Name of Witness (BLOCK LETTERS)
CLERK 658 PITTWATER RD.
Address and occupation of Witness
BROOKVALE



Signature of Transferor
Santo Severino
SANTO SEVERINO
DIRECTOR
Signature of Transferee
A. J. S. S. S.
SECRETARY

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LOADED BY <u>COLEMAN + GREIG.</u>		LOCATION OF DOCUMENTS	
CT	OTHER	Herewith.	
X		In R.G.O. with <u>T567929</u>	
Produced by			
Delivery Box Number <u>1894.</u>			
Extra Fee	Checked by <u>EC</u> <u>657</u> <u>610</u>	REGISTERED <u>16-9-1983</u>	LP
		Registrar General	

OFFICE USE ONLY

RP 13B
1979

1508

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

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Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificate of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.

(b) Show the full name, address and occupation or description.

(c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

(d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) Execution.

GENERALLY

(i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.

(g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbs for probate, L/A for letters of administration.

OFFICE USE ONLY

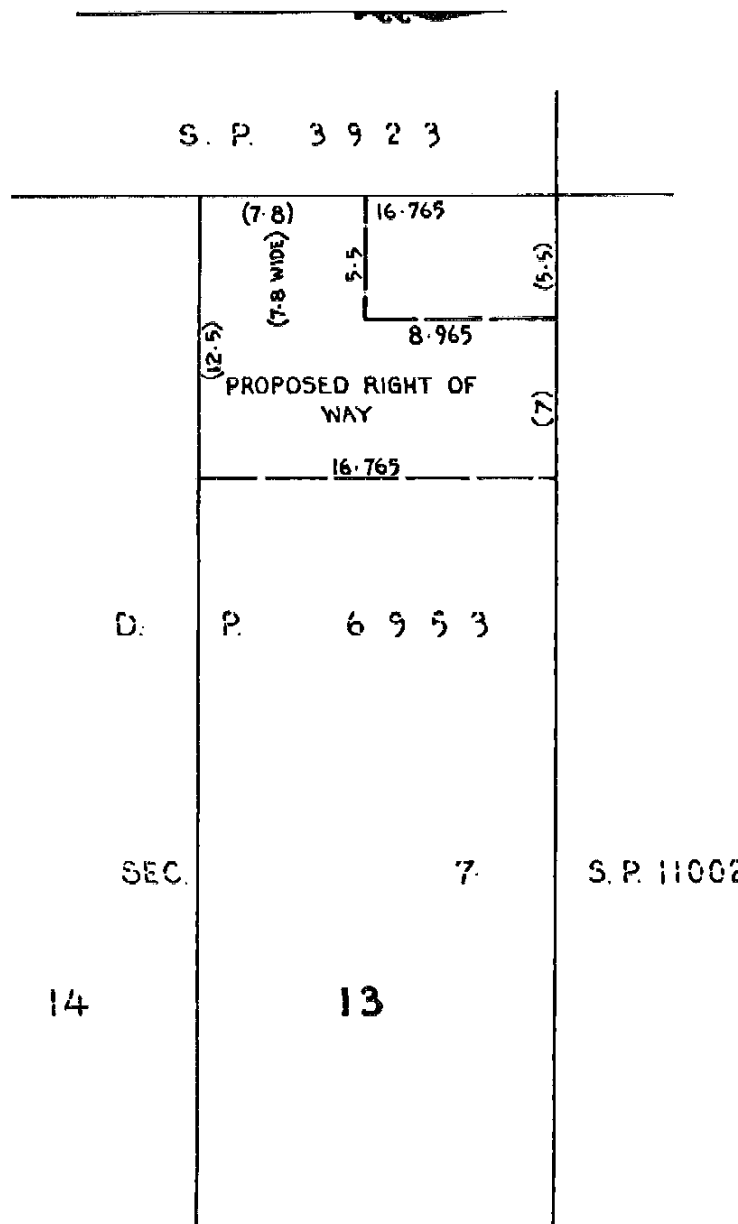
DIRECTION: PROP No. OF NAMES:					FIRST SCHEDULE DIRECTIONS	
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER FOR REGD. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTEN TYPE	(I)	DEALING NUMBER	(K) DETAILS
	13563-152	OK			T 63/885	right of carriageway affecting the land within described off plan no burdened in the plan hereon.
	2389-223	OK			T 63/885	right of carriageway appertaining to the land within described affecting the land & plan no burdened in the plan hereon.

"A"

T631885

PLAN
OF PROPOSED RIGHT OF WAY 7 & 7.8 WIDE
WITHIN LOT 13 SEC. 7 D.P. 6953 AT DEE
WHY IN THE SHIRE OF WARRINGAH

REDUCTION RATIO 1:250



THE

STRAND

THIS IS THE ANNEXURE "A" REFERRED TO IN A TRANSFER GRANTING EASEMENT MADE BETWEEN
GEORGE GESHOPULOS (TRANSFEROR) AND SYMACO PTY LIMITED (TRANSFeree) AND DATED THE
11 DAY OF 1983

.....*George Geshopulos*.....

Transferor

.....*George Geshopulos*.....

Transferee

SV. 21-6-83

RP 13B
1978

STAMP DUTY



11 24

T631886

6-2-5
NEW SOUTH WALES

\$ = 05.25

TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

OFFICE USE ONLY

1	2 of 2	X
\$ A.O. A2 80		E

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	Dominant Tenement (Land benefited)
Certificate of Title Volume 2389 Folio 223 ✓	Certificate of Title Volume 13563 Folio 152 ✓

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

SYMACO PTY LIMITED a Company duly incorporated and having its registered office
at 66 LINCOLN AVE, COLOMBO, DUBLIN 2

Note (c)

(the abovesaid TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 10.00
and TRANSFERS and GRANTS a right of carriageway over the area of land marked
"Proposed Right of Way" in the plan hereunto annexed and marked with the letter "A"

OFFICE USE ONLY

OVER

TRANSFEE
(registered
proprietor of
dominant tenement)
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEE

GEORGE GESHIPOULOS of 31 Fairway Drive, Kellyville, Importer

PRIOR
ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1.
2. 3.

EXECUTION
Note (e)

DATE OF TRANSFER 30.5.83

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900

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

L. MARASCO
Signature of Witness

WIGI MARASCO
Name of Witness (BLOCK LETTERS)

CLERK, 658 PITTWATER RD,
BROOKVILLE
Address and occupation of Witness



Santo
Signature of Transferor
ALBA SUTHERLAND
Secretary

Note (e)

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

COLEMAN
Signature of Witness

COLEMAN
Name of Witness (BLOCK LETTERS)

CLERK
Address and occupation of Witness

h. h. h. h. h.
Signature of Transferee

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY <u>COLEMAN & GREIG</u>		LOCATION OF DOCUMENTS	
Delivery Box Number <u>189X</u>	CT	OTHER	Herewith.
	✓		In R.G.O. with <u>1567939</u>
			Produced by <u>V. COLEMAN</u>
Extra Fee	Checked by <u>ES</u>	REGISTERED <u>16-9-1983</u>	OVER
		Registrar General	

OFFICE USE ONLY

RA7

RP 13B
 1978

INSTRUCTIONS FOR COMPLETION

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- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
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ATTORNEY (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.

(g) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, p/bte for probate, L/A for letters of administration.

OFFICE USE ONLY

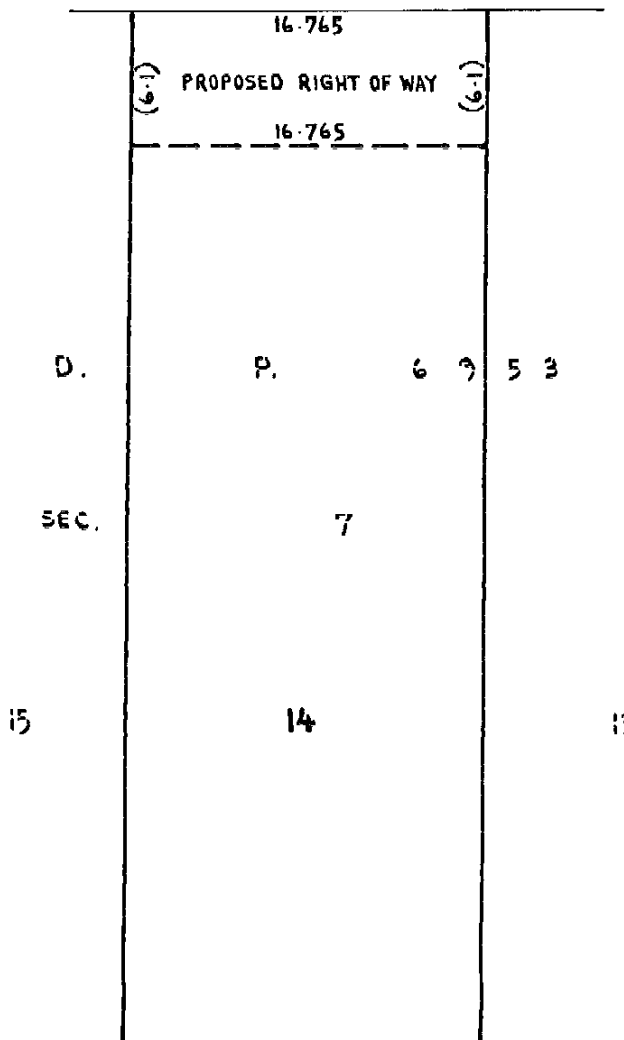
FIRST SCHEDULE DIRECTIONS						
DIRECTION: PROP No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOYFN TYPE	(I)	DEALING NUMBER	(K) DETAILS
	2389-223 ✓	ON			T631886	right of carriageway affecting the land shown as bordered in the plan below.
	13563-152 /	ON			T631886	right of carriageway appurtenant to the land within described affecting the land shown as bordered in the plan below.
	2389-223 ✓	UNDER ON	X		T226968	
			UX		T631886/S	Consentor consented
	13563-152	UNDER ON	X		T658080	
			UX		T631886/S	Consentor consented

- "A"

T631886

PLAN
OF PROPOSED RIGHT OF WAY 6.1 WIDE
WITHIN LOT 14 SEC. 7 D. P. 6953 AT DEE
WHY IN THE SHIRE OF WARRINGAH
REDUCTION RATIO 1:250

S. P. 3 2 3



THE STRAND

THIS IS THE ANNEXURE "A" REFERRED TO IN A TRANSFER GRANTING EASEMENT MADE BETWEEN
SYMACO PTY LIMITED (Transferor) AND GEORGE GESHOPULOS (Transferee) AND DATED THE
12th DAY OF NOVEMBER 1983.

[Signature]
A. Swain

Transferor

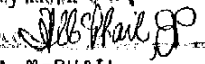
[Signature]
Transferee

SY. 29-6-83

THIS IS AN ANNEXURE TO A TRANSFER GRANTING EASEMENT MADE BETWEEN
SYMACO PTY LIMITED (Transferor) AND GEORGE GESHOPULOS (Transferee)
AND DATED THE 30th DAY OF May, 1983

The CUSTOM CREDIT CORPORATION LIMITED consents to the within
Transfer granting Easement.

signed in my presence by the
Attorney for the mortgagee who is
personally known to me.

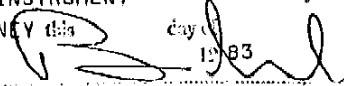
WITNESS 
HELEN McPHAIL
220 GEORGE STREET,
SYDNEY.
SECURITIES OFFICER


CUSTOM CREDIT CORPORATION LIMITED


by its Attorney BRUCE ALEXANDER ANDERSON

and I, the said Attorney state that I am
ADMINISTRATION MANAGER, N.S.W.,

and I have not received
any notice or information whatsoever of the
revocation of the Power of Attorney referred to
in the Office of the Registrar General, Park Road,
No. 815, under the authority of which I now
execute this INSTRUMENT

Dated at SYDNEY this  day of  1983



X 

X 

H. WILSHIRE WEBB
BARRY L. DOYLE
NEIL D. HOWIE
ASSOCIATE
K. L. JACOBS

BIND WITH T631886 T677939 (1)
H. WILSHIRE WEBB, SON & DOYLE

SOLICITORS

91A YORK STREET, SYDNEY 2000

29-3311 (6 lines)

29-7861

D.X. 298

NDH: CW

80/2839

8 July 1983

The Registrar General
SYDNEY

Dear Sir

RE: Symaco Pty. Limited and the Warringah Shire Council-
Certificate of title volume 2389 Folio 223 & Caveat
T226968

We are the solicitors for the Warringah Shire Council the
Caveator.

We are instructed that the Council does not object to the
registration of :-

1. Discharge of Mortgage by Custom Credit Limited.
2. The Mortgage to Westpac Banking Corporation Limited.
3. Grant of Easement by Symaco Pty. Limited appurtenant
to Lot 13 Section 7 D.P. 6953 affecting the subject
land.
4. Grant of Easement by Mastermind Investments Pty. Limited
appurtenant to the subject land affecting Lot 15 Section
7 D.P. 6953.

Yours faithfully
H. WILSHIRE WEBB, SON & DOYLE

Per: *Neil D. Howie*

DP1203913

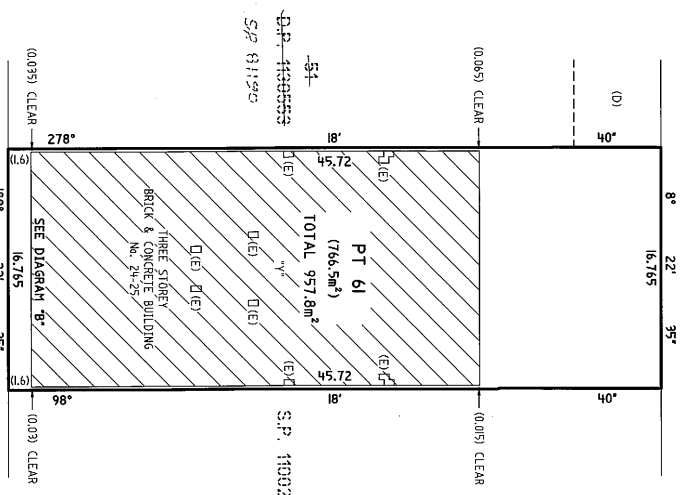
Registered: 12.3.2015

This is sheet 2 of my plan in dated: 14-12-2006

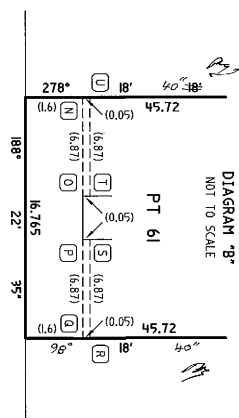
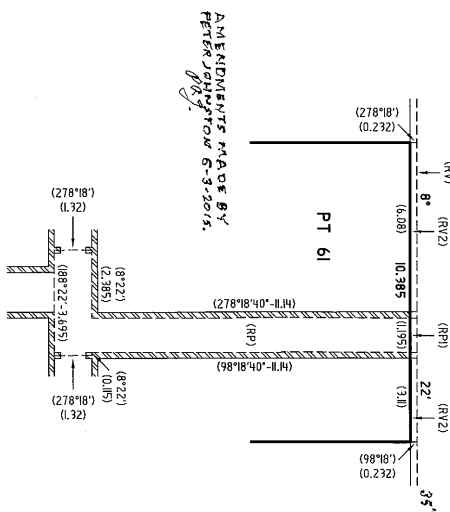
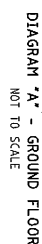
Surveyor registered under the Surveying Act, 2002

This is sheet 2 of my plan of 2 sheets covered by subdivision certificate No. 10863

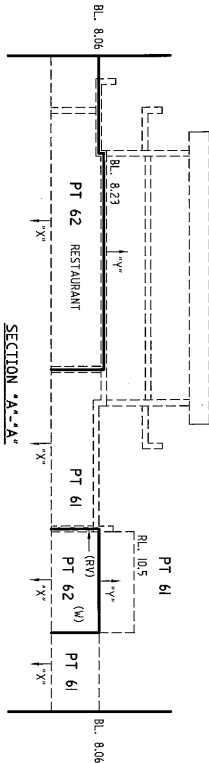
* Authorized Person/General Manager/Accountant-Certified
For use where space is insufficient in any panel on
Plan Form 2



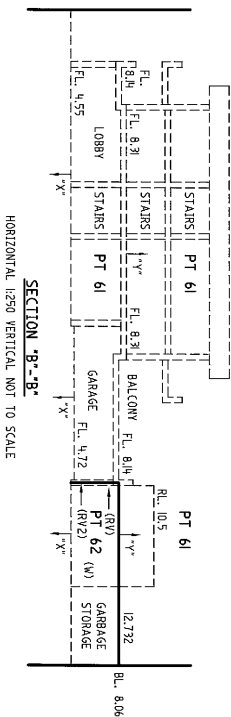
THE STRAND FIRST FLOOR



SECTION "A"- "A"



SECTION "B"- "B"



LOTS 61 & 62 ARE STRATUM LOTS LIMITED IN HEIGHT & DEPTH TO
 HORIZONTAL PLANES AT THE LEVELS SHOWN ON THE SECTIONS AND PLANS
 THOSE PARTS OF LOTS SHOWN "X" ARE UNLIMITED IN DEPTH.
 THOSE PARTS OF LOTS SHOWN "Y" ARE UNLIMITED IN HEIGHT.
 LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM. ORIGIN OF LEVELS
 IS PM 28393 RL5.696 AND PM 28394 RL. 8.511
 BL DENOTES BOUNDARY LEVEL
 FL DENOTES FLOOR LEVEL

- (D) DENOTES EXISTING RIGHT OF WAY 6' WIDE (YDE T63886)
- (E) DENOTES ASSESSMENT FOR VENTILATION PURPOSES OVER EXISTING VENTILATION SHAFTS AND DUCTS (ALSO APPROXIMATE POSITION OF EXISTING VENTILATION SHAFTS AND DUCTS).
- (N) DENOTES EXISTING RIGHT OF CARRIAGEWAY (YDE T65799 & T63885)
- (NP) DENOTES RIGHT OF FOOTPATH 0.232 MILE.
- (R) DENOTES RIGHT OF CARRIAGEWAY 0.232 MILE.
- (F) DENOTES RIGHT OF FOOTPATH 1.195, 1.3 & 8.57 MILE.
- (BV) DENOTES RIGHT OF CARRIAGEWAY 4.66MILEH&T 7A 12.5 WIDE
- (BN) DENOTES RIGHT OF WAY 6.6MILEH&T 7A 12.5 WIDE
- (B) DENOTES RIGHT OF BALCONIES 2ND FLOOR UTION & STOPS ASSESSMENT FOR SUPPORT ON BALCONIES 2ND FLOOR UTION & STOPS

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS
 ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**



Sheet 1 of 6 Sheets
 Plan of Subdivision of Lot 13 section 7 DP 6953

DP1203913 B

of the proprietor of the land

PART 1

George Geshos
 1/40 Milson Rd. Cremorne Point 2090
 Brestan Pty. Limited
 1/ 40 Milson Rd. Cremorne Point 2090

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot.	Benefited lot.
1.	Easement for horizontal and vertical support. (Whole of lot)	Each lot	Every other lot
2.	Easement for shelter. (Whole of lot)	Each lot	Every other lot
3.	Right of carriageway 7 & 12.5 wide	62	61
4.	Right of footway 1.195, 1.32 & 2.51 wide.	61	62
5.	Easement for services and stormwater (Whole of lot)	Each lot	Every other lot
6.	Easement for ventilation purposes over existing ventilation shafts and ducts.	Each lot	Every other lot
7.	Restriction on use	61 62	62 61
8.	Easement for support 0.05 wide.	61	62
9.	Right of Way 7&12.5 wide.	62	CP/SP11002
10.	Easement for garbage 0.9 wide	62	61
11.	Right of Carriageway 0.232 wide.	62	61
12.	Right of Footway 0.232 wide.	62	61

PART 2

For the purpose of this Instrument, the following words have the following meanings unless the contrary intention appears:

- (a) **Authorised User** means every person authorised by the Grantee for the purposes of any easement created by this Instrument and includes but is not limited to the Grantee's Employees.
- (b) **Authority** means any national, state, municipal or other government statutory or government approved authority or body having authority or jurisdiction over the Lot Burdened.
- (c) **Conducting Media** means any wires, cables, pipes, lines, ducts, chutes, and drains (including any part of a structure) within the Lot Burdened through which a service passes, but excluding any Conducting Media, which is the specific responsibility of any Authority or any other party. The expression includes any Conducting Media owned by an Authority in its capacity as an owner rather than as an authority.
- (d) **Grantee** means the registered proprietor for the time being of the Lot Benefited.
- (e) **Grantee's Employees** means the employees, servants, agents, invitees and contractors of the Grantee.

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Sht. 2 of 6 Shts.

Plan of Subdivision of Lot 13 section 7 DP 6953

DP1203913

PART 2 (cont.)

- (f) **Grantee's Improvements** means the improvements which are erected or to be erected on the Lot Benefited.
- (g) **Grantor** means the registered proprietor for the time being of the Lot Burdened.
- (h) **Grantor's Employees** means the employees, servants, agents, invitees and contractors of the Grantor.
- (i) **Grantor's Improvements** means those parts of the improvements which are erected or to be erected on the Lot Burdened and in respect of which the Grantee and/or every Authorised User may exercise easement rights over.
- (j) **Instrument** means this section 88B Instrument.
- (k) **Lot Benefited** means the land having the benefit of an easement.
- (l) **Lot Burdened** means that part of the land having the burden of an easement.
- (m) **Services** means all water (including, without limitation, water for any sprinkler system, water detention tanks, storage tanks, cooling tanks), sewerage, drainage, gas, electricity, telephone, garbage, air (including air which required to be exhausted to the outside or drawn from the outside), television signals or impulses, radio signals or impulses, electronic signals or impulses, fire or other alarm systems, plant rooms, and other communication facility within or through the Conducting Media which are in existence (in the case of Services to come into existence and installation will be installed in a position within the Lot Burdened so as not to unduly interfere with the normal operations of the Grantor's Improvements) and other services necessary or desirable in connection with the use and enjoyment of the Lot Benefited
- (n) **Standard Conditions** means the following conditions:

(i) Release and Indemnity

(A) the Grantee and every Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the Grantee hereby releases the Grantor and the Grantor's Employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the Lot Burdened in pursuance of the rights granted under this easement other than as may be caused or contributed to by the wilful or negligent act or omission of the Grantor or the Grantor's Employees;

(B) the Grantee shall indemnify and keep indemnified the Grantor and the Grantor's Employees from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which such Grantor and the Grantor's Employees may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the Lot Burdened or to any person or property within or without the Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the Grantee or every Authorised User upon the Lot Burdened in pursuance of the rights hereby granted.

(ii) Damage and Interference

A. the Grantee and every Authorised User must not unreasonably interfere with the enjoyment of the Lot Burdened.

B. the Grantee and every Authorised User must cause as little disturbance or damage as possible to the Lot Burdened.

C. the Grantee and every Authorised User must restore the Lot Burdened as early as practical to its original condition if there is any disturbance or damage to it.

(iii) Rules

The Grantee and every Authorised User shall comply with the rules (if any) from time to time promulgated by the Grantor for the orderly management of this easement **PROVIDED THAT** any such rule does not derogate from the rights hereby granted.

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Sht.3 of 6 Shts.

Plan of Subdivision of Lot 13 section 7 DP 6953

DP1203913

PART 2 (cont.)

(iv) **Ancillary Rights** The Grantee may exercise, subject to the specific terms of the easement, all other ancillary rights and obligations reasonably necessary for the effective application of this easement.

Terms of easement numbered 1 in plan :-

Full, free and unimpeded right for the Grantee and every Authorised User in common with others to have any structure on the Lot Benefited or any part of it supported, upheld and maintained vertically and horizontally by the soil of, and each structure on, the Lot Burdened or any part of it which is capable of affording support subject to the Standard Conditions and the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this easement:

1. Grantee's Rights

- (a) the Grantee may enter and remain on the Lot Burdened with necessary machinery and equipment for the purpose of complying with the Grantee's rights under this paragraph, and for the purposes of inspecting, repairing, maintaining or renewing the beams, columns, pillars, slabs, walls or any other part of the Grantor's improvements which support the Grantee's improvements without hindrance by the Grantor;
- (b) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement it must first give a reasonable period of notice to the Grantor of the intended exercise of the rights and subject to clause 1(a) of the terms of this easement the Grantee must exercise such rights in accordance with the reasonable directions of the Grantor.

Terms of easement numbered 2 in plan :-

Full, free and unimpeded right for the Grantee and every Authorised User in common with others to have any structure on the Lot Benefited or any part of it give shelter to the Grantee's Improvements or any part of it which is capable of taking shelter from any structure on the Lot Burdened or any part of it subject to the Standard Conditions and the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this easement:

1. Grantee's Rights

- (a) the Grantee may enter and remain on the Lot Burdened with necessary machinery and equipment for the purpose of complying with the Grantee's rights under this paragraph, and for the purposes of inspecting, repairing, maintaining or renewing the beams, columns, pillars, slabs, walls or any other part of the Grantor's Improvements which support the Grantee's Improvements without hindrance by the Grantor;
- (b) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement it must first give a reasonable period of notice to the Grantor of the intended exercise of the rights and subject to clause 1(a) of the terms of this easement the Grantee must exercise such rights in accordance with the reasonable directions of the Grantor.


Terms of easement numbered 3 in plan :-

Right of carriageway within the meaning of the Conveyancing Act.

Terms of easement numbered 4 in plan :-

Right of Footway within the meaning of the Conveyancing Act.

WARRINGAH COUNCIL


Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT 1919**

Sht.4 of 6 Shts.

Plan of Subdivision of Lot 13 section 7 DP 6953

DP1203913

PART 2 (Cont'd)

Terms of easement numbered 5 in plan :-

Full free and unimpeded right for the Grantee and every Authorised User in common with others to have a free and uninterrupted passage across and throughout the Lot Burdened of the Services and stormwater structures, pipes pits detention structures etc. via the Conducting Media which is necessary for the use and enjoyment of the Lot Benefited or any part of such lot subject to the Standard Conditions and the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this easement:

Grantee's Rights

The Grantee and every Authorised User with any tools, implements or machinery necessary for the purposes, may enter upon and within the Lot Burdened as may be reasonable necessary from time to time and to remain there for any reasonable time for the purpose of laying, inspecting, testing, cleansing, repairing, maintaining or renewing the Conduction Media which the Grantee is entitled to perform without hindrance by the Grantor;

Repair maintenance and replacement

- (a) If Conducting Media exclusively serves the Lot Benefited then the Grantor is under no obligation to maintain the Conducting Media.
- (b) if Conducting Media serves both the Lot Benefited and the Lot Burdened then the Grantor must maintain the Conducting Media to the intent that the Grantor must at all times replace, reinstate and renew the Conducting Media which requires replacing, reinstating or renewing so as to ensure the Conducting Media adequately permits the services and stormwater structures to be used.
- (c) the Grantor must at all times keep the Grantor's Improvements in a clean state and free of rubbish.
- (d) the Grantor must at all times provide adequate lighting for the Lot Burdened and must comply with all statutes and regulations in respect of signage.

Grantee's rights

- (a) In the event the Grantor fails to comply with any of its obligations under clause 2 then the Grantee has the right at any time and from time to time to serve a written notice on the Grantor requiring the Grantor to comply with that obligation;
- (b) if the Grantor fails to comply with any such notice within a reasonable time of service of the notice (having regard to the type of work required) the Grantee has the right to carry out the work or perform the act it required to have carried out or performed by the notice;
- (c) the Grantor will pay the Grantee within 14 days of a written demand from the Grantee all costs incurred by the Grantee under paragraph 3(b) in undertaking the work or performing the act the Grantor has failed to carry out;

Terms of easement numbered 6 in plan :-

Full free and unimpeded right for the Grantee and every Authorised User in common with others to have a free and uninterrupted passage across and throughout the Lot Burdened of the Ventilation structures etc. via the Conducting Media which is necessary for the use and enjoyment of the Lot Benefited or any part of such lot subject to the Standard Conditions and the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this easement: This easement is limited in height to 10.5 metres above Australian Height Datum except where covered by structures at the time of registration of the abovementioned plan.

Grantee's Rights

The Grantee and every Authorised User with any tools, implements or machinery necessary for the purposes, may enter upon and within the Lot Burdened as may be reasonable necessary from time to time and to remain there for any reasonable time for the purpose of laying, inspecting, testing, cleansing, repairing, maintaining or renewing the Conduction Media which the Grantee is entitled to perform without hindrance by the Grantor;

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS
ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sht.5 of 6 Shts.

Plan of Subdivision of Lot 13 section 7 DP 6953

DP1203913

PART 2 (Cont'd)

Repair maintenance and replacement

- (a) If Conducting Media exclusively serves the Lot Benefited then the Grantor is under no obligation to maintain the Conducting Media.
- b) If Conducting Media serves both the Lot Benefited and the Lot Burdened then the Grantor must maintain the Conducting Media to the intent that the Grantor must at all times replace, reinstate and renew the Conducting Media which requires replacing, reinstating or renewing so as to ensure the Conducting Media adequately permits the Services to be used;
- (c) the Grantor must at all times keep the Grantor's Improvements in a clean state and free of rubbish;
- (d) the Grantor must at all times provide adequate lighting for the Lot Burdened and must comply with all statutes and regulations in respect of signage.

Grantee's rights

- (a) In the event the Grantor fails to comply with any of its obligations under clause 2 then the Grantee has the right at any time and from time to time to serve a written notice on the Grantor requiring the Grantor to comply with that obligation;
- (b) if the Grantor fails to comply with any such notice within a reasonable time of service of the notice (having regard to the type of work required) the Grantee has the right to carry out the work or perform the act it required to have carried out or performed by the notice;

- (c) the Grantor will pay the Grantee within 14 days of a written demand from the Grantee all costs incurred by the Grantee under paragraph 3(b) in undertaking the work or performing the act the Grantor has failed to carry out;

Terms of easement numbered 7 in plan :-

- (a) In respect of the balconies on the Lot Burdened the Grantor, occupier, visitor to, guest or invitee to the Lot Burdened must not:
 - (i) use or permit use of a hose to clean any balcony, water plants or planter boxes on any balcony;
 - (ii) store or maintain or permit the storage or maintenance of any hose on any balcony.
- (b) If a BBQ is used on any balcony of the Lot Burdened. the grantor, occupier, visitor, guest or invitee to the Lot Burdened must:
 - (i) not use or permit use of a BBQ of a type other than:
 - (A) an electrically operated BBQ: or
 - (B) an LP gas bottle BBQ:

Terms of easement numbered 8 in plan :-

Full and free right to attach, maintain replace or change advertising signs lights etc relative to the shops below to the eastern outer surface of the balconies on the first floor of the lot burdened but only to be attached to the eastern surface in such a way that bolts etc used to secure the structures to the surface must not damage or undermine the structural strength of the balcony walls and must be within the easement.

Terms of easement numbered 9 in plan :-

Right of carriageway within the meaning of the Conveyancing Act. except that, the benefits will not start until Warringah Council denies vehicular access from The Strand and the pavement within the benefited land is raised to allow physical vehicular access from the land burdened. The concrete barriers must not be removed until such time as when normal vehicular access is physically possible.

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS, RESTRICTIONS
ON USE AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Sht.6 of 6 Shts.

Plan of Subdivision of Lot 13 section 7 DP 6953

PART 2 (Cont'd)

Terms of easement numbered 10 in plan :-

Full and unimpeded right for the Grantee and every authorised user in common with others to go pass and repass through and across that part of the lot burdened shown in the above mentioned plan for the purpose of placing garbage receptacles, recyclables and waste receptacles within the area under normal conditions that shall constitute and be covenants and agreements by and between the the grantee and the grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this agreement.

The grantee and every authorised user ;

- must maintain such receptacle in a clean and dry condition and adequately covered;
- must ensure that before refuse, recyclable material or waste is placed in the receptacle it is, in the case of refuse, securely wrapped or in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
- must promptly remove any thing which the person benefited or garbage or recycling 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.

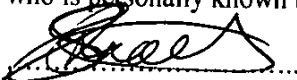
Terms of easement numbered 11 in plan :-

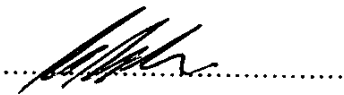
Right of carriageway within the meaning of the Conveyancing Act.

Terms of easement numbered 12 in plan :-

Right of Footway within the meaning of the Conveyancing Act.

Signed in my presence by GEORGE GESHOS & NIKKI GESHOS
who is personally known to me.


Signature of Witness



LEE STROUD
Name of Witness (Block Letters)
Shop 7/651 Pittwater Rd
Dee Why NSW 2099

N. Geshos

Address and Occupation of Witness General Manager

Signed in my presence by

BRESTAN PTY LTD.

who is personally known to me.


ACN 002 011 789.

Signature of Witness

Name of Witness


Address and Occupation of Witness

UNDER SECTION 127
OF THE CORPORATION ACT 2001.


GEORGE GESHOS
DIR/SEC

N. Geshos
NIKKI GESHOS
DIRECTOR

WARRINGAH COUNCIL


Authorised Person

Warringah Council.....

REGISTERED



12.3.2015

DP1203913

SEWERAGE SERVICE DIAGRAMMunicipality of *Warringah (Dee Why)*No. *805270*

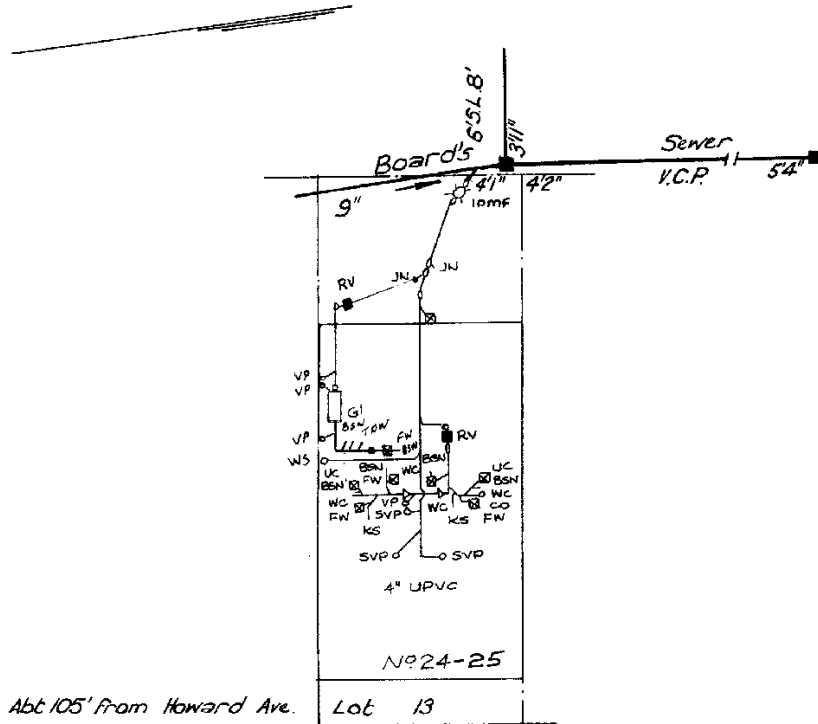
SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin
■ Pit	○ Cleaning Eye	M.F. Mica Flap	Shr. Shower
■ G.I. Grease Interceptor	○ Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
■ Gully	○ V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
■ P.T. P. Trap	○ S.V.P. Soil Vent. Pipe	W.C. Water Closet	F. W. Floor Waste
■ R.S. Reflux Sink	○ D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



THE STRAND

RATE No. _____ W.C.s _____ U.C.s _____ 19 _____

SHEET No. *7155*

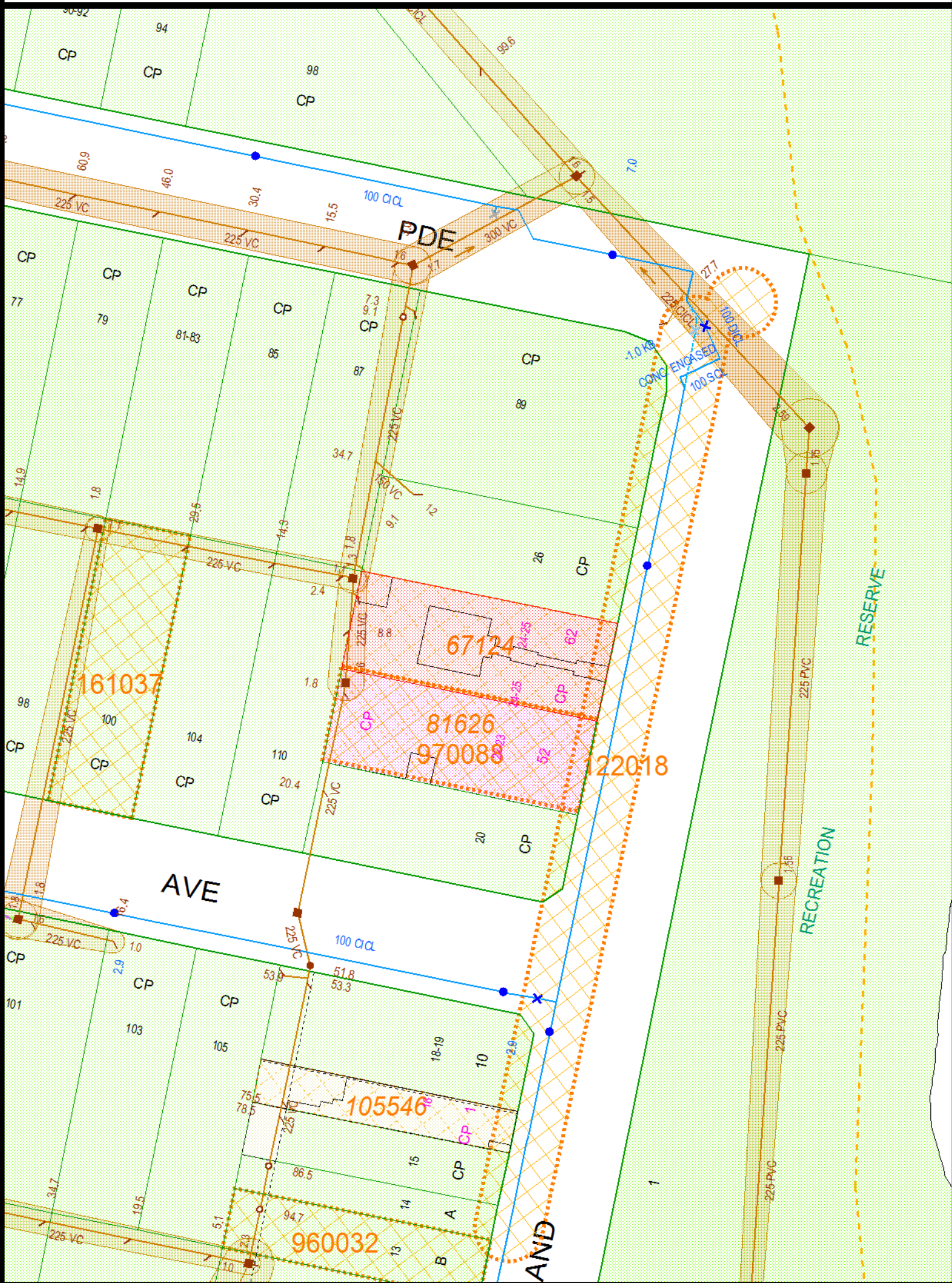
OFFICE USE ONLY

For Engineer House Services

DRAINAGE		BRANCH OFFICE		PLUMBING	
Supervised by	Date	Supervised by	Date	Supervised by	Date
W.C.		Outfall <i>NS</i>			
Bth.		Drainer			
Shr.		Plumber			
Bsn.		Boundary Trap			
K.S.					
T.					
Plg.					
Dge. Int.					

1109 536

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Northern Beaches Council Planning Certificate – Part 2

Applicant: McCauley Peters & Cripps
Po Box 107
MONA VALE NSW 1660

Reference: 181166
Date: 13/08/2019
Certificate No. ePLC2019/4323

Address of Property: 1/24-25 The Strand DEE WHY NSW 2099
Description of Property: Lot 1 SP 94285

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 62—Sustainable Aquaculture
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”

- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone B2 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide an environment for pedestrians that is safe, comfortable and interesting.
- To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.
- To minimise conflict between land uses in the zone and adjoining zones and ensure the amenity of any adjoining or nearby residential land uses.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities;

Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

I) Fire Safety Code

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

4, 4A (Repealed)

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

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

Nil

7A. Flood related development control Information

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

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land

according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

(e) the land to which the certificate relates is not the subject of a site audit statement

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

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

Ray Brownlee PSM
Chief Executive Officer

13/08/2019



Revenue

Enquiry ID	3118256
Agent ID	81429403
Issue Date	13 Aug 2019
Correspondence ID	1694690130
Your reference	181166

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S94285/1	Unit 1, 24-25 THE STRAND DEE WHY 2099	NOT AVAILABLE

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2019 tax year.
As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



MR KENNY JACKMAN
C/- ANTHONY MACDERMOTT
SUITE 4/2 BUNGAN LANE
MONA VALE NSW 2103

Our reference: 7111638279179
Phone: 13 28 66
26 July 2019

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KENNY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410236359701
Vendor name	KENNY JACKMAN
Previous Vendor name	
Vendor address	6 MURRAY ROAD FRESHWATER NSW 2096
Clearance Certificate Period	26 July 2019 to 27 July 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Final Occupation Certificate

Issued under Sections 109C(1)(c) and 109H of the Environmental Planning and

Assessment Act 1979

Final Occupation Certificate No: PCA2015/1328

24-25 the Strand DEE WHY NSW 2099

Development Consent No: DA2009/1250

Construction Certificate No: CC2011/0402

Land to which this certificate applies:

Address: 24-25 the Strand Dee Why NSW 2099

Description of the building or part of the building:

Lot 13 Sec 7 DP 6953 - Sole Occupancy Units being first Floor Parts 1 & 2 (Lots 1 & 2) and second Floor Parts 3 & 4 (Lots 3 & 4).

Classification of the building under the Building Code of Australia:

2, 6 & 7a

Applicant: Brestan Pty Ltd

Northern Beaches Council certifies that:

- It has been appointed as the principal certifying authority under S109E.
- A development consent/complying development certificate is in force with respect to the building.
- A construction certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a final fire safety certificate has been issued for the building.
- Where required, a report from the Commissioner of Fire Brigades has been considered.

Note: This Final Occupation Certificate supersedes any Interim Occupation Certificate issued previously.

DATED: 28 September 2016



Peter Rowan BPB Accreditation No. BPB0914
Building Certification Coordinator

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	07e07096
Property Address:	1/24-25 THE STRAND DEE WHY
Date of Registration:	22 January 2019
Type of Pool:	A spa pool
Description of Pool:	Spa pool

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	07e07096
Property Address:	1/24-25 THE STRAND DEE WHY
Expiry Date:	26 June 2022
Issuing Authority:	Jennifer Elaine Rose - Accredited Certifier - bpb2862

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use