

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Level 1, Suite 15, 888 Pittwater Road, Dee Why NSW 2099 Email: phil.f@upstate.com.au	Phone: 02 9073 7888 Ref: Phil Feeseha

co-agent

vendor	Anthony Neale Gregson Brown Villa 117, 19 Trading Post Road, Cooroy QLD 4563
vendor's solicitor	JLM Conveyancing Suite 2, 15 Hill Street, Camden NSW 2570 PO Box 274, Camden NSW 2570 Email: jlm@jlmconveyancing.com.au
	Phone: 02 4655 4505 Fax: 02 4655 1233 Ref: MRB:243498

date for completion **42nd day after the contract date (clause 15)**

land (address, plan details and title reference) **Apartment 2, 40-42 Brookvale Avenue, Brookvale NSW 2100**
Lot 2 in Strata Plan 86342
Folio Identifier 2/SP86342

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space
☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☒ other: Dryer, Smoke alarms			

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General ☐ 1 property certificate for the land ☐ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location diagram) ☐ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off-the-plan contract ☐ 59 other document relevant to off-the-plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Lamb and Walters
 PO Box 95, Gordon NSW 2072
 Email: hello@lambandwalters.com.au
 Tel: 02 9449 0855

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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 served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

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If there is any inconsistency between any clause in the printed form and any typed clause in this contract, the typed clause prevails.

33. Amendments to printed form of Contract for Sale of Land

- Clause 3.2 – at the end of the clause add the words “or on or before expiration of the cooling off period”.
- Clause 7.1.1 – delete “5%” and substitute “1%”.
- Clause 14.4.2 – delete entirely and replace with “by adjusting the whole amount that was apportioned to the property at the start of the year”.
- Clause 30.9 – delete “settlement cheque” and substitute “bank cheque”.
- Clause 30.11 – delete entirely and replace with “If the Vendor requires more than 5 settlement cheques that are **bank cheques**, the Vendor must pay \$5.00 for each additional bank cheque”.
- Clause 30.7 – delete.
- Clause 20.6 – add the following:
 - “20.6.9 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed except where:
 - 20.6.9.1 the sender’s machine indicates a malfunction in transmission or the receipt immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or
 - 20.6.9.2 the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00am on the next business day at that place”.
- Clause 25 – delete the words “Limited Title”.
- Clause 25.2 – at the end of the clause add the words “if the title is a qualified title then only a chronological index will be provided”.
- Clause 31.2 – delete the words “5” days and replace with the words “1 day”.

34. Notice to complete

- 34.1 If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to

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complete, requiring the defaulting party to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.

- 34.2 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$500 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete.
- 34.3 The party serving a notice to complete may at any time before the expiration of the notice withdraw or vary the notice by serving a notice of revocation or variation or a notice of withdrawal, as the case may be.

35. Late completion

- 35.1 In the event that completion is not effected on the completion date, due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.
- 35.2 It is agreed that the interest payable pursuant to this special condition is a genuine pre-estimate of the vendor's additional expenditure, as a result of the purchaser's failure to complete in accordance with this contract.
- 35.3 The purchaser cannot require the vendor to complete this contract unless the interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest is paid.
- 35.4 The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with this contract.

36. Release of deposit

- 36.1 Notwithstanding any other condition contained herein, the deposit or any part of the deposit (as the vendor may require) shall be released to the vendor or as the vendor may direct for the purposes of:
- a) payment of a deposit on the purchase of another property;
 - b) Payment of stamp duty on the purchase of another property;
 - c) Assisting with payment of the balance of settlement moneys required on the purchase of another property settling simultaneously with this sale;

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- d) Assisting with payment of the vendors mortgage or part thereof on settlement; or;
- e) Payment of the vendor's rent in advance and Rental Bond.

37. Cancelled/Rescheduled settlement

- 37.1 The Purchaser acknowledges and agrees that if all parties attend settlement at the time and place agreed upon and the settlement is not completed due to the fault of the Purchaser or associated parties of the Purchaser then the Purchaser will reimburse the Vendor the sum of \$165.00, for out of pocket expenses incurred by them due to the failed attempt at settlement.
- 37.2 The Purchaser acknowledges and agrees that if settlement is cancelled after arrangements have been made prior to settlement, then the Purchaser will pay the Vendor's reasonable legal costs incurred for such a delay being \$165.00 on settlement. This is an essential term of the Contract.

38. Settlement venue

- 38.1 If the Purchaser does not settle through the electronic conveyancing platform (PEXA), and requests that settlement takes place at venue, the Purchaser will pay the vendor's agency fees of \$110.00 and the vendor's legal costs of \$220 (including GST) to attend the requested settlement venue.

39. Settlement Adjustment Sheet

- 39.1 The Purchaser shall serve the settlement adjustment statement to the Vendor at least three (3) working days before completion.
- (a) If the settlement adjustment statement is not received by this date, the purchaser must pay to the Vendor's solicitor on completion the sum of \$100.00 to cover additional expenses involved in late execution

40. Agent

- 40.1 The purchaser warrants to the Vendor that they have not been introduced to the property or vendor by any other agent other than the vendors agent listed on the front page of this Contract and the purchaser hereby indemnifies the vendor from any payment of commission other than to the agent/s so named. This clause will not merge on completion.

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41. Deposit by instalments

41.1 If the vendor agrees to accept payment of the 10% deposit by installments, the installments shall be as follows:

- a) five percent (5%) of the purchase price on the making of this contract, in accordance with clauses 2.1 and 2.2; and
- b) five percent (5%) of the purchase price by bank cheque to the vendor, or as the vendor's solicitor shall direct in writing upon the happening of any event which entitles the vendor to forfeit the deposit paid and claim further relief under clause 9. If that occurs the vendor shall, in addition be entitled to commence proceedings against the purchaser for this unpaid installment and recover it as a liquidated debt.

42. Incapacity

42.1 Notwithstanding any rule of law or equity to the contrary should either party prior to completion die or become mentally ill or commit any act of bankruptcy or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors then the other party may rescind this Agreement by notice in writing forwarded to the Solicitor/Conveyancer for that party named herein and thereupon this Agreement shall be at an end and the provisions of Clause 19 herein shall apply.

43. State of Repair

43.1 The Property is sold in its present state of repair and condition and the Purchaser has satisfied themselves in this respect. The Purchaser cannot make an objection, requisition or claim for compensation or claim to delay completion with regard to the state of repair or condition of the Property.

44. Representation

44.1 The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspections and not as a result of any representation made by the vendor or made by any person on behalf of the vendor.

45. Guarantor(s)

45.1 If the Purchaser is a company then the Vendor requires a guarantee from the directors of the company on the following provisions.

45.1.1 guarantees to the Vendor:

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- 45.1.1.1 payment of all moneys payable by the purchaser; and
 - 45.1.1.2 the performance by the purchaser of all other obligations under this contract; and
 - 45.1.1.3 indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.
- 45.2 This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.
- 45.3 The liabilities of a guarantor are not affect by:
- 45.3.1 the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
 - 45.3.2 the death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them;
 - 45.3.3 reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person;
 - 45.3.4 the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bind, covenant, mortgage or other security; or
- the vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.
- 45.4 This guarantee and indemnity will continue notwithstanding:
- 45.4.1 the vendor has exercised any of the vendor's rights under this contract including any right of termination;
 - 45.4.2 the purchaser is wound up; or
 - 45.4.3 this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 45.5 This guarantee and indemnity:
- 45.5.1 is of a continuing nature and will remain in effect until final discharge of
 - 45.5.2 the guarantee or indemnity is given by the vendor to the guarantor;
 - 45.5.3 may not be considered wholly or partially discharged by the payment of
 - 45.5.4 the whole or any part of the amount owed by the purchaser to the vendor; and

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- 45.5.5 extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.
- 45.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:
- 45.6.1 that payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
- 45.6.2 the vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 45.7 The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.
- 45.8 It is an essential term of this contract that the guarantor signs this contract.

46. Authority

- 46.1 It is acknowledged that by signing this Contract, the vendor provides the vendor's representative noted on the front page of the Contract For Sale and Purchase of Land "The Contract" with their express consent and authority to make changes, enter into agreements and or make alterations to the contract for an on behalf of the vendor, as though the vendor themselves would be making the alteration or change; and
- 46.2 It is noted the vendor has by signing this contract, provided their Representative, noted on the front page of the contract, with an authority to extend the cooling off period as and if required for and on behalf of the vendor, as though they are the vendor in accordance with **S66S(4) of the Conveyancing Act 1919** at the representatives discretion.

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
 - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
 - (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,
 - (g) a bid must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another person,
 - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
 - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
 - (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
 - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
 - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.



FOLIO: CP/SP86342

SEARCH DATE	TIME	EDITION NO	DATE
5/12/2024	2:45 PM	5	13/10/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 86342
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP86342

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 86342
ADDRESS FOR SERVICE OF DOCUMENTS:
40-42 BROOKVALE AVENUE
BROOKVALE 2100

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AF694355 EASEMENT FOR DRAINAGE OF WATER 0.9 WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AF694355
- 3 AF785347 EASEMENT FOR DRAINAGE OF WATER 0.75 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AF785347
- 4 AG731502 RESTRICTION(S) ON THE USE OF LAND
- 5 AG731503 POSITIVE COVENANT
- 6 AG731504 POSITIVE COVENANT
- 7 AG731505 POSITIVE COVENANT
- 8 DP1172230 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1172230
- 9 DP1172230 RESTRICTION(S) ON THE USE OF LAND
- 10 SP88831 INITIAL PERIOD EXPIRED
- 11 AM802108 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 86342

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 452	2	- 238	3	- SP88831	4	- 299
5	- 307	6	- 299	7	- 307	8	- 238

END OF PAGE 1 - CONTINUED OVER

243498...

PRINTED ON 5/12/2024

FOLIO: CP/SP86342

PAGE 2

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

STRATA PLAN 86342

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 243	10	- 299	11	- 307	12	- 299
13	- 307	14	- 238	15	- 251	16	- 394
17	- 389	18	- 379	19	- 230	20	- 230
21	- 295	22	- 295	23	- 295	24	- 298
25	- 230	26	- 234	27	- 295	28	- 298
29	- 295	30	- 298	31	- 232	32	- 231
33	- 389	34	- 366				

STRATA PLAN 88831

LOT	ENT
35	- 243

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

243498...

PRINTED ON 5/12/2024

* 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.



FOLIO: 2/SP86342

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/11/2024	4:53 PM	4	9/9/2018

LAND

LOT 2 IN STRATA PLAN 86342
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ANTHONY NEALE GREGSON BROWN (T AH463886)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP86342
- 2 AH463887 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 22/11/2024

Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AF694355H

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

(A) TORRENS TITLE

Servient Tenement Folio Identifier 1/215069	Dominant Tenement Folio Identifier A/101961 and D/101961 <i>AG M</i>
---	---

(B) LODGED BY

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>Duncan Cotterill, Lawyers</i> <i>0x 753 Sydney Tel: 02 8267 3800</i> Reference: <i>SA0A47819</i>	CODE TG
--	---	------------------------------

(C) TRANSFEROR

EUGENIO LEO

(D) The transferor acknowledges receipt of the consideration of \$ _____
and transfers and grants—

(E) DESCRIPTION OF EASEMENT

EASEMENT FOR DRAINAGE OF WATER AS SHOWN IN PLAN "A" ANNEXED HERETO

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

(F) Encumbrances (if applicable):

(G) TRANSFEREE

AGATA GALLO

DATE

(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.

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

Signature of witness:

Signature of transferor:

Name of witness:

Address of witness:

PETER WOOD
696 PITTWATER ROAD
BROOKVALE

Eugenio Leo

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

Corporation:

Authority:

Signature of authorised person:

Name of authorised person:

Office held:

Address of witness:

Luigi Marasco
3/515 Pittwater Road
Brookvale NSW 2100

Signature of transferee:

Signature of authorised person:

Name of authorised person:

Office held:

This and the following page is The Annexure "A" referred to in the Transfer Granting Easement

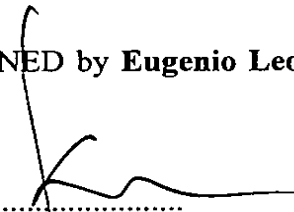
PARTIES :

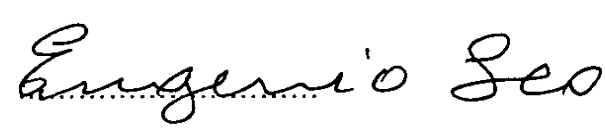
TRANSFEROR: **EUGENIO LEO**

TRANSFeree: **AGATA GALLO**

SIGNED by **Eugenio Leo** in the presence
of:

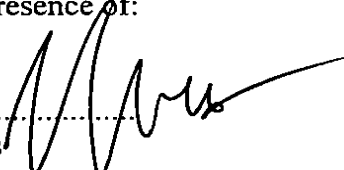
Witness

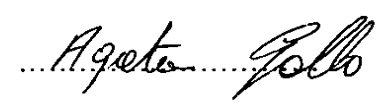

03-131 WOOD

} 

SIGNED by **Agata Gallo**
in the presence of:

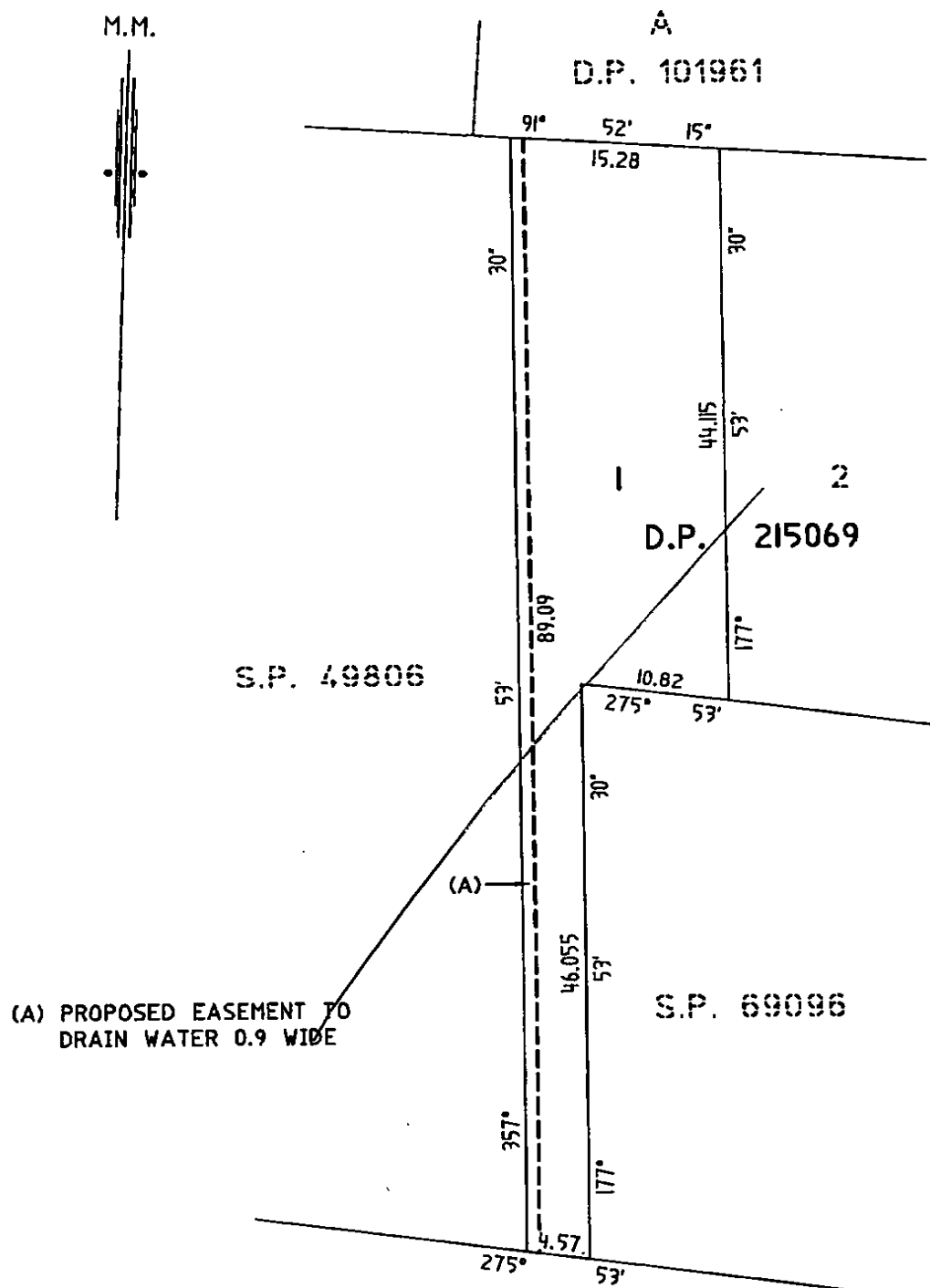
Witness



} 

PLAN

OF PROPOSED EASEMENT TO DRAIN WATER 0.9 WIDE
 WITHIN LOT 1 IN D.P. 215069



Agata Gallo
Manso
Eugenio Leo

DATE: 04/06/2010
 REFERENCE: 16888

LENGTHS ARE IN METRES
 RATIO 1:500

Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AF785347A

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

(A) **TORRENS TITLE**

Servient Tenement Folio Identifier 1/215069	Dominant Tenement Folio Identifier B/101961
--	--

(B) **LODGED BY**

Document Collection Box 	Name, Address or DX, Telephone, and Customer Account Number if any <i>Duncan Cotterill, Lawyers</i> <i>DX 753 Sydney Tel: 02 8267 3800</i> Reference: <i>SADA47819 (Rob Jarrett)</i>	CODE TG
-----------------------------	---	-------------------

(C) **TRANSFEROR**

Eugenio LEO

(D) The transferor acknowledges receipt of the consideration of \$ _____
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT FOR DRAINAGE OF WATER AS SHOWN IN PLAN "A" ANNEXED HERETO
--

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

(F) Encumbrances (if applicable): _____

(G) **TRANSFeree**

Teresa GALLO Maria-Luisa MILOTIC

DATE 28 September 2010

(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.

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

Signature of witness:

Signature of transferor:

Name of witness:

PETER WOOD

Address of witness:

*696 Pittwater Road
Brooklyn*

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.

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

Signature of witness:

Signature of transferee:

Name of witness:

PETER WOOD

Address of witness:

*696 Pittwater Road
Brooklyn*

2219

This and the following page is The Annexure "A" referred to in the Transfer Granting Easement

PARTIES:

TRANSFEROR: Eugenio LEO

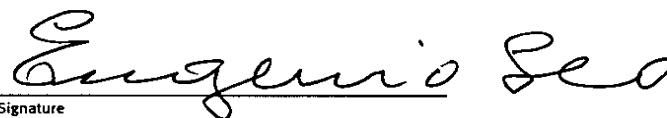
TRANSFeree: Teresa GALLO and Maria-Luisa MILOTIC

SIGNED by Eugenio LEO
in the presence of:

Witness Signature

Peter Wood
Witness Name (BLOCK LETTERS)

)
)
)


Signature

SIGNED by Teresa GALLO
and
Maria-Luisa MILOTIC
in the presence of:

Witness Signature

Peter Wood
Witness Name (BLOCK LETTERS)

)
)
)
)



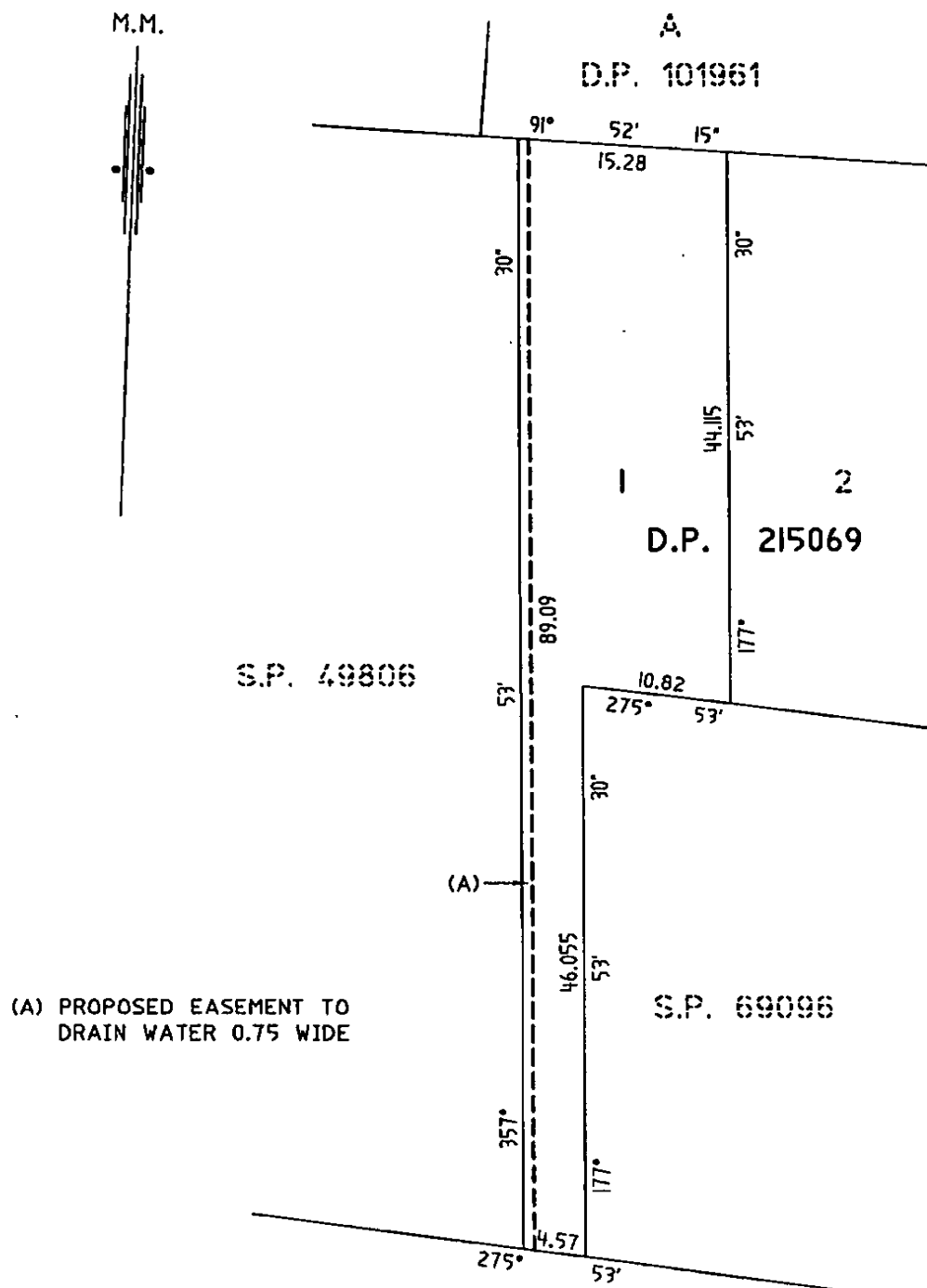
Signature



Signature

PLAN

OF PROPOSED EASEMENT TO DRAIN WATER 0.75 WIDE
WITHIN LOT 1 IN D.P. 215069



DATE: 04/06/2010
REFERENCE: 16888

LENGTHS ARE IN METRES
RATIO 1:500

Form: 13RPA
Licence: 05-11-685
Licensee: Softdocs
Williams Woolf & Zuur

**RESTRICTION ON THE USE OF LAND
BY A PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



AG731502U

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

(A) TORRENS TITLE

1/1166517

(B) LODGED BY

Document Collection Box 302G	Name, Address or DX, Telephone, and Customer Account Number if any BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411 Reference: Cavill Properties	LLPN: 123824 M	CODE RV
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(C) REGISTERED PROPRIETOR

Of the above land
CHANDRA PTY LIMITED ACN 146 823 556 SMZ: SP86342.

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of instrument	Name

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
WARRINGAH COUNCIL ACN 565 068 406

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

DATE 30/12/11

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

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

Signature of witness: *Charles Melatos*

Signature of an authorised officer: *Joseph D. Cristo*

Name of witness: *Charles Melatos*
C/O WARRINGAH COUNCIL

Name of authorised officer:

Address of witness: *725 PITTWATER ROAD*
DEE WIT

Position of authorised officer: *SENIOR DEVELOPMENT ENGINEER.*

EXECUTION BY THE REGISTERED PROPRIETOR

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

Corporation: CHANDRA PTY LIMITED ACN 146 823 556

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *Charles Melatos*

Signature of authorised person:

Name of authorised person: *Charles Melatos*

Name of authorised person:

Office held: *Sole Dir*

Office held:

(H) CONSENT OF THE MORTGAGEE

The _____ under _____ No. _____ agrees to be bound by this restriction.
I certify that the above _____ who is personally known to me or as to whose identity I am otherwise satisfied
signed this application in my presence.

Signature of witness:

Signature of 3.

Name of witness:

Address of witness:

Annexure "A"

Registered Proprietor: CHANDRA PTY LIMITED ACN 146 823 556

Chandra Pty Limited requests the Director of Land and Property Information to enter on Folio Identifiers 1/1166517 Restriction on the Use of Land on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following Restriction on the Use of the Land referred to above and applies to have such restriction recorded in the register.

TERMS OF RESTRICTION ON USE OF LAND

The registered proprietors covenant with the Warringah Council ("Council") that they will not:-

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

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. 2009/1362 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

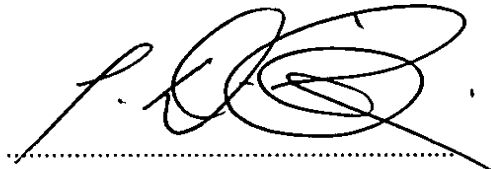
The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 30/12/11

Signed on behalf of the Council of Warringah
the Prescribed Authority by an authorised
person:)
)
)


.....
Authorised Person

Witness:

Name:

Occupation:

Signed on behalf of **CHANDRA PTY LIMITED**)
ACN 146 823 556 the Registered Proprietor)
by **CHARLES VICTOR McINTOSH**)
)
)

.....
Charles Victor McIntosh
Sole Director and Secretary

.....
WARRINGAH COUNCIL

.....
Authorised Person

Form: 13PC
Licence: 06-09-753
Licensee: Softdocs
Williams Woolf & Zuur

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919



AG731503S

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

(A) TORRENS TITLE

1/1166517

(B) LODGED BY

Document Collection Box 302G	Name, Address or DX, Telephone, and Customer Account Number if any BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411 Reference (optional): Cavill Properties	LLPN: 123824 M	CODE PC
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(C) REGISTERED PROPRIETOR

CHANDRA PTY LIMITED ACN 146 823 556

(D) LESSEE MORTGAGEE or CHARGE

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

Nature of Interest	Number of instrument	Name

(E) PRESCRIBED AUTHORITY

WARRINGAH COUNCIL ACN 565 068 406

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

DATE **30/12/11**

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

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

Signature of witness:

Name of witness:

Address of witness:

SEAN KHOO
40 WARRINGAH COUNCIL
725 PITWATER ROAD
DEE WHY

Signature of an authorised officer:

Name of authorised officer:

Position of authorised officer:

JOSEPH DI CRISTO
SENIOR DEVELOPMENT ENGINEER

(G) EXECUTION BY THE REGISTERED PROPRIETOR

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

Corporation: CHANDRA PTY LIMITED ACN 146 823 556 Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Charles McIntosh
Sole Dir Sec

Signature of authorised person:

Name of authorised person:

Office held:

(H) CONSENT OF THE MORTGAGEE

The _____ under _____

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

No. _____ agrees to be bound by this positive covenant. who is personally known to me or as to whose identity I am otherwise

Signature of witness:

Name of witness:

Address of witness:

Signature of _____

Annexure "A"

Registered Proprietor: CHANDRA PTY LIMITED ACN 146 823 556

Chandra Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1166517 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

TERMS OF POSITIVE COVENANT

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

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

WARRINGAH COUNCIL


.....
Authorised Person

- (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purposes of this covenant:-

Structure and Works shall mean the on-site stormwater pump-out facilities constructed on the land as detailed on the plans approved by Council No. 2009/1362 including all gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to pump stormwater from the basement of the land.

The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 30/12/11

Signed on behalf of the Council of Warringah
the Prescribed Authority by an authorised
person:)

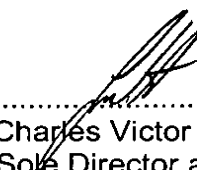

.....
Authorised Person

Witness:

Name:

Occupation:

Signed on behalf of CHANDRA PTY LIMITED)
ACN 146 823 556 the Registered Proprietor)
by CHARLES VICTOR McINTOSH)


.....
Charles Victor McIntosh
Sole Director and Secretary

Form: 13PC
Licence: 06-09-753
Licencee: Softdocs
Williams Woolf & Zuur

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919



AG731504Q

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

(A) TORRENS TITLE

1/1166517

(B) LODGED BY

Document Collection Box 302G	Name, Address or DX, Telephone, and Customer Account Number if any BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411 Reference (optional): <i>Cavitt Properties</i>	LLPN: 123824M	CODE PC
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(C) REGISTERED PROPRIETOR

CHANDRA PTY LIMITED ACN 146 823 556

(D) LESSEE MORTGAGEE or CHARGE

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

Nature of Interest	Number of instrument	Name

(E) PRESCRIBED AUTHORITY

WARRINGAH COUNCIL ACN 565 068 406

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

DATE 30 / 12 / 11

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

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

Signature of witness: *[Signature]*
Name of witness: **SEAN KHOO**
Address of witness: **C/O WARRINGAH COUNCIL
725 PITTWATER ROAD
DEE WHY**

Signature of an authorised officer: *[Signature]*
Name of authorised officer: **JOSEPH DICRISTO**
Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER.**

(G) EXECUTION BY THE REGISTERED PROPRIETOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: CHANDRA PTY LIMITED ACN 146 823 556 Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: **Charles McIntosh**
Office held: **Sole Dir Sec**

Signature of authorised person:

Name of authorised person:
Office held:

(H) CONSENT OF THE MORTGAGEE

The _____ under _____ No. _____ agrees to be bound by this positive covenant.
I certify that the above who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of

Name of witness:

Address of witness:

"A"

THIS IS ANNEXURE "A" TO A POSITIVE COVENANT IMPOSED BY WARRINGAH COUNCIL UPON THE LAND DESCRIBED IN CERTIFICATE OF TITLE FOLIO IDENTIFIER 1/1166517 BY INSTRUMENT DATED THE DAY OF 2011

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

Community Scheme means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.

Contractor means any entity engaged by the Prescribed Authority to remove waste from the Land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

Land Burdened means the land described in Certificate of Title Folio Identifier 1/1166517.

Prescribed Authority means Warringah Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.

Owners Corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.

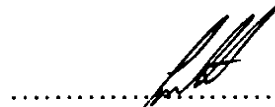
Waste includes any garbage, recyclables, vegetable or materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

2. The registered proprietor and any user or occupier of the Land burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for
 - (a) The purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;
 - (b) The delivery, removal, inspection and repair of Waste containers.

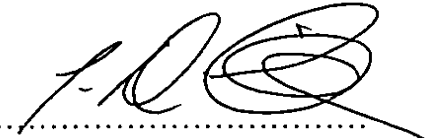
WARRINGAH COUNCIL

Authorized Person

3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and /or infrastructure located above or beneath the surface of the Land Burdened.
4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, guttering, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New south Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.
8. The registered proprietor of the Land burdened will pay its own and the Prescribed Authority's legal costs and out of pocket expenses (including registration fees) in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.
9. Warringah Council is the only party authorised to release, vary or modify this instrument.



.....
Registered proprietor
Chandra Pty Limited
ACN 146 823 556
Charles Victor McIntosh
Sole Director/Secretary



.....
Authorised Officer of the Prescribed
Authority

Form: 13PC
Licence: 06-09-753
Licensee: Softdocs
William's Woolf & Zuur

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 1919



AG731505N

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

(A) TORRENS TITLE

1/1166517

(B) LODGED BY

Document Collection Box 302G	Name, Address or DX, Telephone, and Customer Account Number if any BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411 Reference (optional): Cavill Properties	CODE PC
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(C) REGISTERED PROPRIETOR

CHANDRA PTY LIMITED ACN 146 823 556

(D) LESSEE MORTGAGEE or CHARGE

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

Nature of Interest	Number of instrument	Name

(E) PRESCRIBED AUTHORITY

WARRINGAH COUNCIL ACN 565 068 406

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

DATE 30/12/11

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

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

Signature of witness: [Signature]
Name of witness: SEAN KILCOO
Address of witness: 40 WARRINGAH COUNCIL
725 PITTWATER ROAD
DEE WHY

Signature of an authorised officer: [Signature]
Name of authorised officer: JOSEPH DI CRISTO
Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) EXECUTION BY THE REGISTERED PROPRIETOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: CHANDRA PTY LIMITED ACN 146 823 556 Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: [Signature]
Name of authorised person: Charles McIntosh
Office held: Sole Dir Sec

Signature of authorised person:
Name of authorised person:
Office held:

(H) CONSENT OF THE MORTGAGEE

The _____ under _____ No. _____ agrees to be bound by this positive covenant.
I certify that the above who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of _____
Name of witness: _____
Address of witness: _____

Annexure "A"

Registered Proprietor: CHANDRA PTY LIMITED ACN 146 823 556

Chandra Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1166517 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

TERMS OF POSITIVE COVENANT

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

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

WARRINGAH COUNCIL

.....
Authorised Person

ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:-

- (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purposes of this covenant:-

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. 2009/1362 including all gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

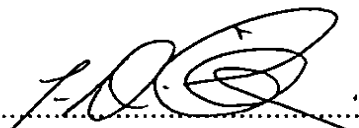
The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 30/12/11

Signed on behalf of the Council of Warringah)
the Prescribed Authority by an authorised)
person:)


.....
Authorised Person

Witness:

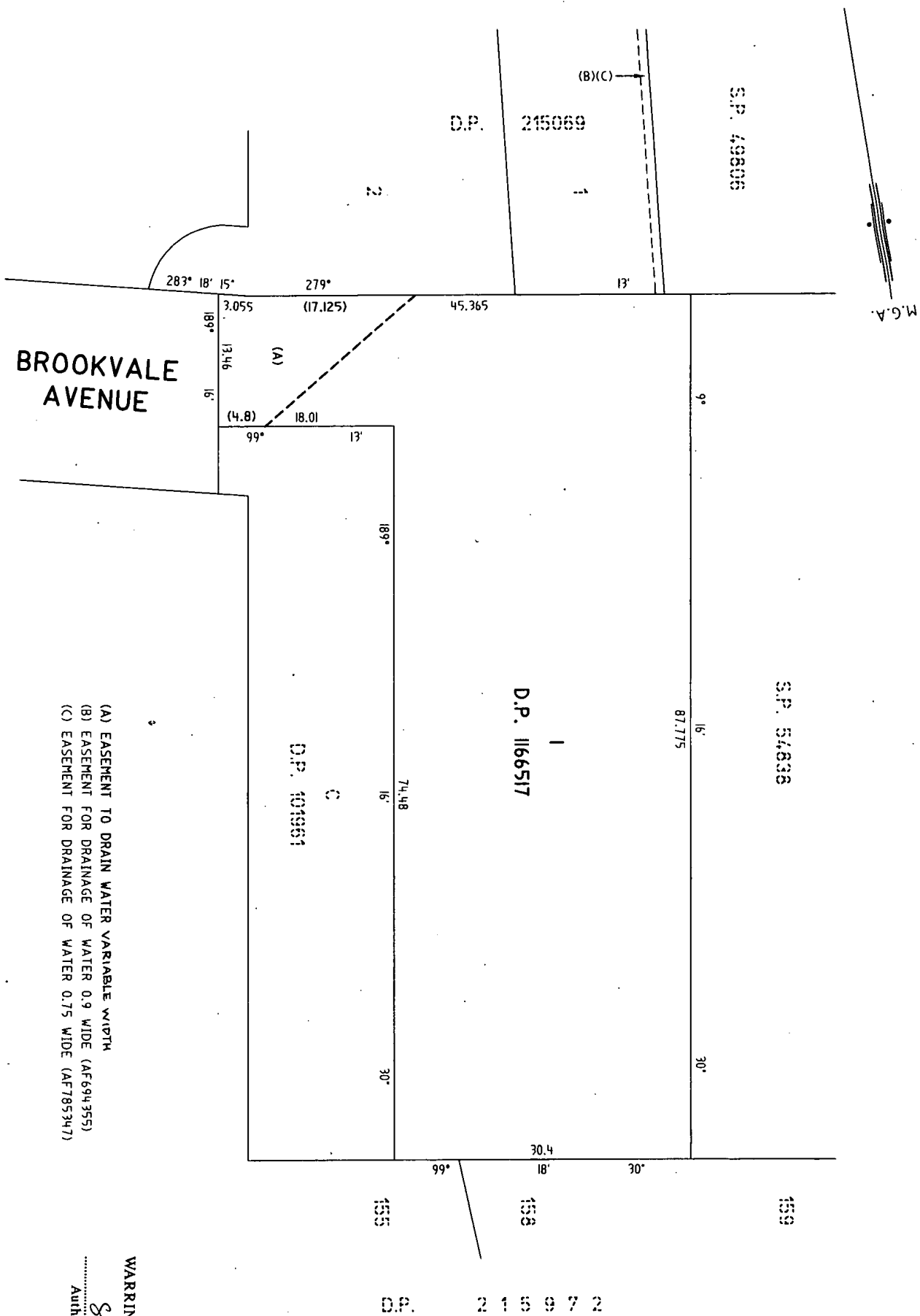
Name:

Occupation:

Signed on behalf of CHANDRA PTY LIMITED)
ACN 146 823 556 the Registered Proprietor)
by CHARLES VICTOR McINTOSH)


.....
Charles Victor McIntosh
Sole Director and Secretary

.....



WARRINGAH COUNCIL
Shree
.....
Authorised Person

PLAN OF EASEMENT TO DRAIN WATER
WITHIN LOT 1 IN D.P. 1166517

Surveyor: WARREN L. BEE
Date of Survey: 20-10-2011
Surveyor's Ref: 16888
FILE 2011M7100(1637)COMP

L.G.A: WARRINGAH
Locality: BROOKVALE
Subdivision No: —
Lengths are in metres Reduction Ratio 1:400

Registered

20.1.2012



DP1172230P



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

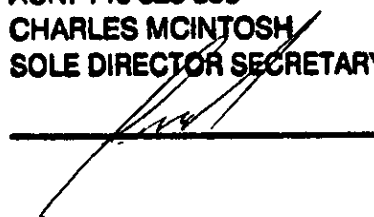
Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

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

- 1) Easement to Drain Water *variable width*
- 2) Restriction on the Use of Land

CHANDRA PTY LTD
ACN: 148 823 556
CHARLES MCINTOSH
SOLE DIRECTOR SECRETARY



If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **EASEMENT** set out herein

(insert 'subdivision' or 'new road')

snheo

* Authorised Person/~~General Manager~~/~~Accredited Certifier~~

Consent Authority: **WARRINGAH COUNCIL**

Date of Endorsement: **4-1-2012**

Accreditation no: **N/A.**

Subdivision Certificate no: **10803**

File no: **SD 9775**



DP1172230 S

Office Use Only

Registered:  20.1.2012

Title System: TORRENS

Purpose: EASEMENT

Office Use Only

PLAN OF Easement to Drain Water within
Lot 1 DP 1166517

LGA: Warringah

Locality: Brookvale

Parish: Manly Cove

County: Cumberland

Survey Certificate

I, Warren L Bee,

of ...PO Box Forestville 2087

...a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: ...20/10/2011.....

The survey relates to ...Easement

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Warren L Bee* Dated: 20/10/2011

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: A-B

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1166517

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 16888 "File 2011M7100(1637)Comp"

* Strike through inapplicable parts.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

Lengths are in metres

Sheet 1 of 2 sheets



DP1172230 B

Plan of Easement to Drain Water within
Lot 1 in Deposited Plan 1166517

**Full name and address
of proprietors of land:**

Chandra Pty Ltd [ACN 146 823 556]
202/20 Dale Street
BROOKVALE NSW 2100

PART 1 CREATION

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water variable width	1/1166517	Warringah Council
2	Restriction on the Use of Land	1/1166517	Warringah Council

PART 2 TERMS

Terms of easement numbered 2 in the plan:

The proprietor of the lot burdened shall not allow any alteration to the levels and/or construction on the land within the 1 in 100 ARI overland flow path shown as the Easement to Drain Water on the plan without written consent from Warringah Council.

Name of Authority empowered to release, vary or modify Easement to Drain Water and Restriction on the Use of Land referred to in abovementioned Plan:

Warringah Council


.....
Authorised Officer

Sheet 2 of 2 sheets

DP1172230

Plan of Easement to Drain Water within
Lot 1 in Deposited Plan 1166517

EXECUTION

EXECUTED by CHANDRA PTY LTD)
[ACN 146 823 556] in accordance with)
Section 127 of the Corporations Act:)

.....
Signature of director

.....
Name (please print)

Sole

.....
Signature of director/secretary

.....
Name (please print)

HA HAH
.....
SIGNATURE OF WITNESS.

HAMIIN HUMPHREY
.....
NAME OF WITNESS (Block Letters)

SUITE 202 RO DALE ST
.....

BROOKVALE - MANAGER
.....
ADDRESS AND OCCUPATION OF WITNESS.

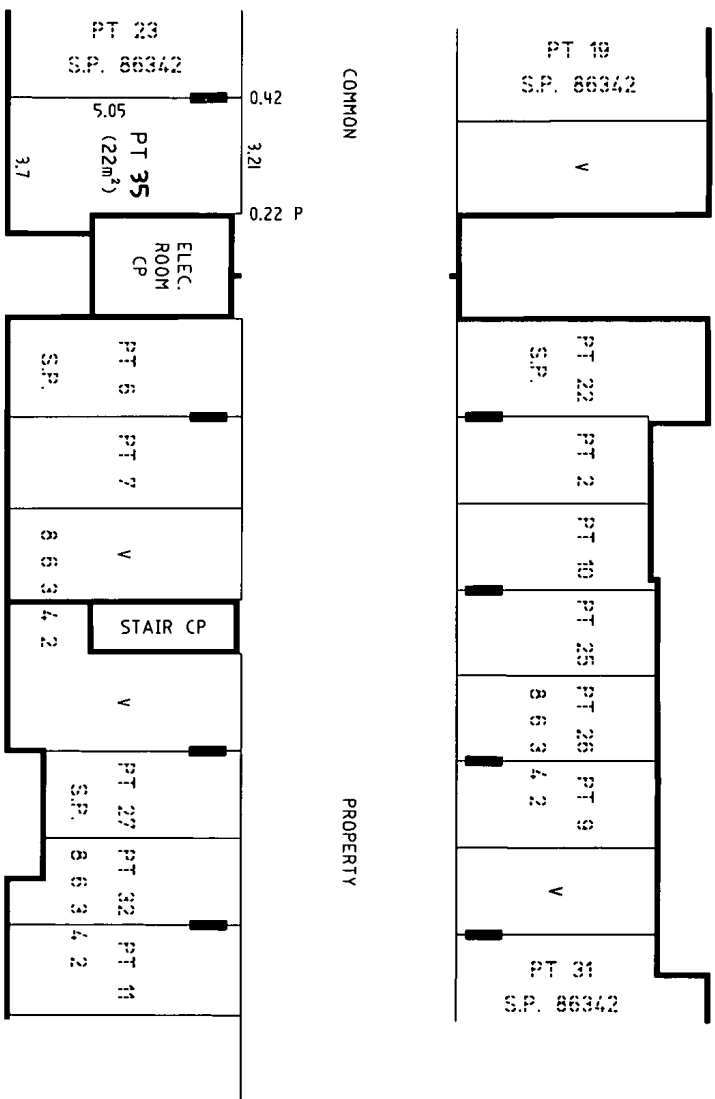
WARRINGAH COUNCIL

snhoo
.....
Authorised Person

REGISTERED



20.1.2012



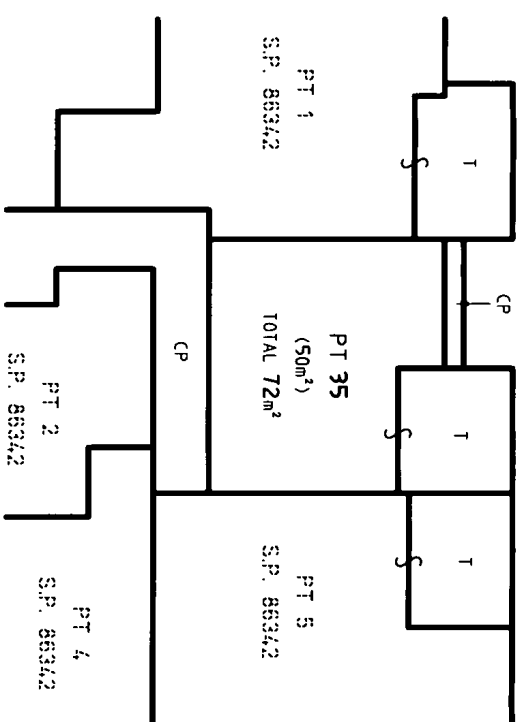
BASEMENT

CAR PARKING SPACES

NOTES:

- P - DENOTES PROLONGATION OF FACE OF WALL
- T - DENOTES TERRACE
- V - DENOTES VISITOR PARKING - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.



GROUND FLOOR

Harry B
ACCEPTED CERTIFIER
BR60565

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

Surveyor: WARREN L. BEE
Surveyor's Ref: 16888
Subdivision No: 8/2013
Lengths are in metres Reduction Ratio 1:150

Registered



22.01.2014

SP88831 P



STRATA PLAN FORM 3 (PART 1)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

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

The Owners – Strata Plan No 86342



SP88831 S

Registered: 22.01.2014



Office Use Only

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 3 AND
COMMON PROPERTY IN SP 86342

The adopted by-laws for the scheme are:

Residential Model By-laws.

*together with, **Keeping of animals**: Option ~~A~~^B/~~B~~^G

*By laws in ~~the~~ ~~choic~~ ~~to~~ ~~be~~ ~~filed~~ ~~with~~ ~~plan~~.

~~*Strike out whichever is inapplicable~~

[^] Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

- (1) *The Council of
*The Accredited Certifier GARRY RYAN
Accreditation No. BPB0565
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) [^] are
created as utility lots in accordance with section 39 of the Strata Schemes
(Freehold Development) Act 1973 or section 68 of the Strata Schemes
(Leasehold Development) Act 1986.
Date 22/3/2013
Subdivision No. 8/2013
Relevant Development Consent No. CDC3/2013
issued by GARRY RYAN

Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

[^] Insert lot numbers of proposed utility lots.

LGA: WARRINGAH

Locality: BROOKVALE

Parish: MANLY COVE

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, WARREN L BEE

of PO Box 330, Forestville NSW 2087

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
* ~~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 ^ to~~
~~permit the encroachment to remain.~~

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

Signature: Warren Bee

Date: 12/4/2012

* Strike through if inapplicable.

[^] Insert the Deposited Plan Number or Dealing Number of the instrument that created the
easement

SURVEYOR'S REFERENCE: 16888

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

STRATA PLAN FORM 3 (PART 2) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 3 AND
COMMON PROPERTY IN SP 86342

Office Use Only

SP88831

Office Use Only

Registered:



22.01.2014

Strata Certificate Details: Subdivision No: CDC3/2013

Date: 22/03/2013

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

Unit N°		UE	Unit N°		UE
1	SP 86342	452	19	SP 86342	230
2		238	20		230
4		299	21		295
5		307	22		295
6		299	23		295
7		307	24		298
8		238	25		230
9		243	26		234
10		299	27		295
11		307	28		298
12		299	29		295
13		307	30		298
14		238	31		232
15		251	32		231
16		394	33		389
17		389	34		366
18		379	35		243
			AGGREGATE		

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

(If space is insufficient use additional annexure sheet)



for + on behalf sp 86342

x [Signature]

[Signature]

Witness
Jodie Franklyn-Smith
150 George Street Parramatta
duty appointed Attorney under Power of
Bank of Australia ABN 48 123 124 by its
20 For Commonwealth
day of
Signed at Sydney the

Witness
Jacob Norford
150 George Street Parramatta
duty appointed Attorney under Power of
Bank of Australia ABN 48 123 124 by its
20 For Commonwealth
day of
Signed at Sydney the

SURVEYOR'S REFERENCE: 16888

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 3 AND
COMMON PROPERTY IN SP 86342

Office Use Only

SP88831

Office Use Only

Registered:



22.01.2014

Strata Certificate Details: Subdivision No: CDC3/2013

Date: 22/03/2013

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No 86342 hereby certifies that in respect of their strata scheme that;

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....~~

~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....~~

*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on 24 MAY 2012

and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

Approved Form 11

Certificate that Owners Corporation agrees to Schedule of Unit Entitlement

The Owners - Strata Plan No. 86342 certifies that on 24.5.12 it passed a special resolution agreeing to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule attached to this certificate.

Approved Form 12

Certificate of Owners Corporation

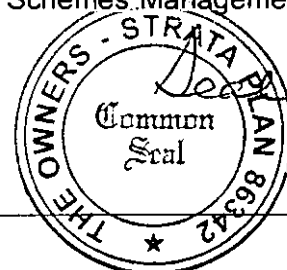
The Owners - Strata Plan No. 86342 certifies that on 24/5/12 it passed a special resolution consenting to the subdivision illustrated on the plan herewith.

The common seal of the Owners - Strata Plan No 1986 was hereunto affixed on 11/8/12 in the presence of Leanne Chandler being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

01st August 2012

^ Insert appropriate date

86342
Ron van Boven 86342
Chairman Managing Agent



SURVEYOR'S REFERENCE: 18006

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AM802108F

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

(A) TORRENS TITLE	For the common property CP/SP86342		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS - INFOTRACK 268D LLP: 132579W Reference: <u>Chambers 387513</u>	CODE CH

- (C) The Owners-Strata Plan No. 86342 certify that a special resolution was passed on 20/4/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law No. 5
Amended by-law No. NOT APPLICABLE
as fully set out below:
Please see Annexure A for the consolidated by-laws of SP 86342.
Please see page 25 for added special by-law no. 5.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners Strata Plan No. 86342 was affixed on 3/10/17 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Talofa Pouli
Strata Manager

Signature:

Name:

Authority:



ANNEXURE A TO CONSOLIDATION/CHANGE OF BY-LAWS FORM 15CH –
SP31445

Strata Schemes Management Regulation 2010

Schedule 2: Model by-laws for residential strata schemes

(Clause 27)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

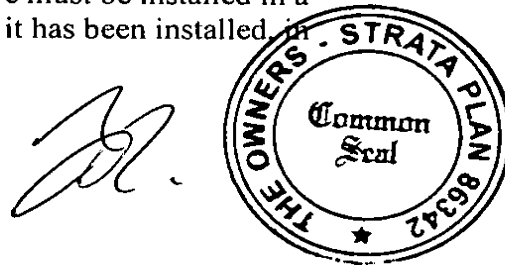
4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.



- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:
washing includes any clothing, towel, bedding or other article of a similar type.

11 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.

12 Cleaning windows and doors

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

13 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.

14 Changes to floor coverings and surfaces

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

15 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of animals¹

By-law 17 Option B is deleted and replaced with the following:

- (1) Subject to section 49(4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or common property.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot than the owner or occupier must:
 - (a) notify the Owners Corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal or have it on a leash when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal, and
 - (e) not allow the animal to create noise that disturbs the peaceful enjoyment of another resident.
- (4) A maximum of two (2) small animals are to be kept within the lot.

¹ Model By-Law 17 deleted and replaced as recorded in dealing AH37687Y.

18 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 10.

19 Change in use of lot to be notified

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

20 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note.

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

21 Compliance with planning and other requirements

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

22 Service of documents on owner of lot by owners corporation

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

SPECIAL BY-LAW NO. 1² EXCLUSIVE USE OF COURTYARD AREA/GARDEN

20.1 The owner or occupier for the time being of Lots 1, 3, 5, 7, 9, 11, 13, 15, 16 and 17 in Strata Plan 86342 shall be entitled to the exclusive use and enjoyment of the courtyard/garden area shown on the plan annexed and marked "B" ("exclusive use area") and as designated for each respective lot in the Schedule to this By-Law, for any lawful purpose including without limitation a special privilege to use that area on the following conditions:-

- (a) The owner and occupier shall be responsible for the proper maintenance and keep in a state of good and serviceable repair of the common property in respect of which exclusive use is hereby granted.
- (b) The owner and occupier shall be responsible to maintain and keep in a state of good and serviceable repair the exclusive use area including any alterations and additions undertaken pursuant to this by-law and shall perform maintenance or repairs upon or replace the alterations and additions when the Owners Corporation by written notice shall require the owner or occupier to do so and in a manner approved by or directed by the Owners Corporation in writing (though not in a manner substantially inconsistent with the alteration and additions).

If the owner or occupier does not maintain and keep in a state of good and serviceable repair the exclusive use area to the satisfaction of the Owners Corporation, then without any notice the Owners Corporation may do any work or maintenance that it considers necessary and charge the owner or the occupier for the cost of such work or repairs.

- (c) The owner and occupier shall indemnify and keep indemnified the Owners Corporation against:-
 - i. Any sums payable by the Owners Corporation by way of increase premiums as a direct or indirect result of the right to exclusive use of the relevant area of common property;
 - ii. All actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the works or the altered state of the common property or lots arising therefrom.
 - iii. All costs, including legal costs, for making of this by-law, and any liability on the part of the Owners Corporation for any damage to works or improvements caused by or arising out of the carrying work referred to in Section 54 in the *Strata Schemes Management Act 1996* or the exercise of the power of entry conferred by that section;

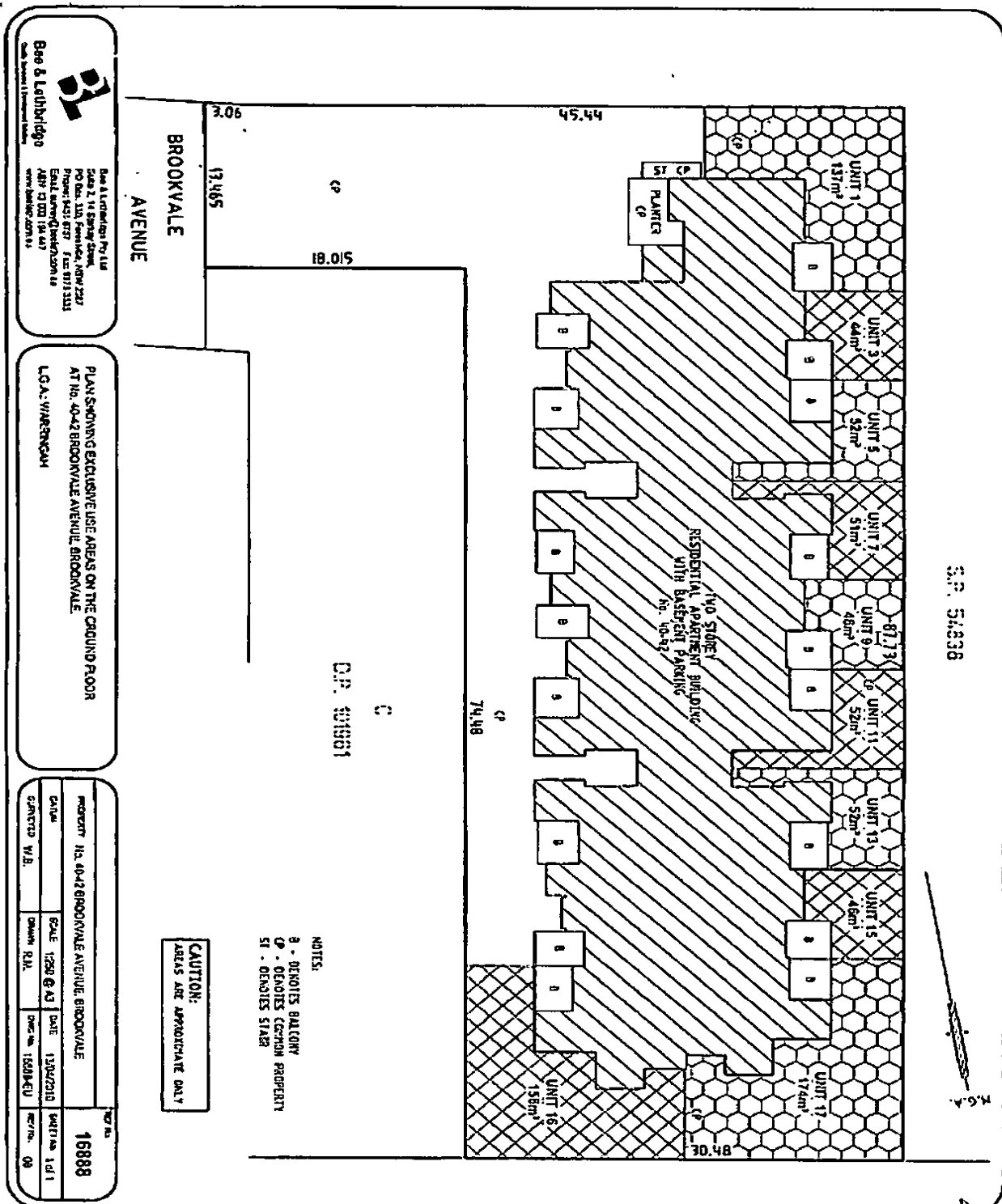
² Special By-Law recorded in dealing AH37687Y as 'By-Law 20'.

- (d) Any damage to the common property in the strata scheme caused directly or indirectly by the works or by the altered conditions on the common property or lots arising from the works shall be made good by and at the cost of the owners or occupier;
- (e) To carry out the work in a proper and workmanlike manner and by qualified tradesmen;
- (f) Where the owner or the occupier fails or neglects to carry out any work and discharge any duty referred to herein, the Owners Corporation by its agents, servants or contractors may carry out such work or perform such duty and may enter upon any part of the parcel for this purpose at any reasonable time or on notice given to any occupier of that part of the parcel and may recover the cost of doing such work or duty as a debt from the owner or occupier;
- (g) Any reference in Clause 1 to the owner and/or the occupier of the lot which has the benefit of the use of a courtyard/garden area, shall apply as to any act, liability or requirement imposed on them on a joint and several basis;
- (h) The benefit of the use of a courtyard/garden area that forms part of the common property is subject to any easements or rights of way that have been created or are to be created as part of the original construction of the buildings and the registration of the Strata Plan, including for water drainage and electricity.
- (i) The owner for the time being of the exclusive use courtyard/garden area will upon reasonable notice permit other owners or occupiers thoroughfare through the courtyard/garden area for the removal of their vegetation on not more frequently than once a fortnight.
- (j) The owner/occupier of the courtyard/garden area prior to carrying out any landscaping or other works in respect of the courtyard/garden area must first obtain the written approval of the Executive Committee for such landscaping or other works and the application for consent shall provide detail of the proposed works. The Executive Committee may not unreasonably withhold its consent.

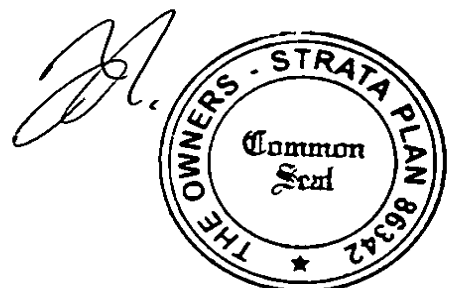
SCHEDULE

Lot	Exclusive Use Area
1	EU 1
3	EU 3
5	EU 5
7	EU 7
9	EU 9
11	EU 11
13	EU 13
15	EU 15
16	EU 16
17	EU 17

As set out and shown on the plan annexed.



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SPECIAL BY-LAW NO. 2³

AIR CONDITIONING

A. Definitions

1. The following terms are defined to mean:

“Air-conditioning System” means and includes an air-conditioning unit or appliance and its associated fixtures and fittings and apparatus.

“Air-conditioning Works” means the alterations and additions undertaken by an occupier or owner to their respective lot and so much of the adjoining common property as is necessary to install an air-conditioning system (including all ancillary structures) to service their lot and includes the Air-conditioning unit as the context requires.

“Owner and Owners” means the owner of a lot in Strata Plan 85915 and an occupier of a lot where the context requires.

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

B. Scope of By-Laws

3. Owners must not undertake any Air-conditioning Works except in accordance with the By-Law.

C. Conditions

Documentation and Approval

4. Owners must not undertake any Air-conditioning Works without the prior written approval of the Executive Committee, such approval to be given in the total discretion of the Executive Committee.
5. In seeking the approval for the Air-conditioning Works, Owners must first submit to the Executive Committee the following documents relating to the Air-conditioning works:
 - a. Plans and drawings of the Air-conditioning System and of all Air-conditioning Works including their proposed location;
 - b. Specifications of the proposed Air-conditioning Works and Air-conditioning System including kilowatt rating and decibel outputs (re. noise);
 - c. Structural diagrams; and/or
 - d. Any other document reasonably required by the Executive Committee.

³ Special By-Law No. 2 recorded in dealing AH37687Y as ‘By-Law 22’.

Installation

6. An occupier of a lot must have written approval from the Owner of that lot to the installation of an Air-conditioning System (and produce such approval if required by the Executive Committee).
7. In installing an Air-conditioning System an Owner must:
 - a. Comply with all conditions of approval of the Executive Committee which amongst other matters may include specifications as to colour, type and design.
 - b. Comply with the manufacturer's specifications as to installation and maintenance.
 - c. Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes and other applicable Statutes including Australian Standards.
 - d. Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by contractors' vehicles.
 - e. The outside "inverter" must NOT be fixed to any wall and will be "free standing" and mounted on rubber pads.
 - f. Before commencement of the Air-conditioning Works it must be ascertained if there are any pipes (gas, water) or electrical cables in the wall that may affect installation of the Air-conditioning Works.

Maintenance

8. Owners must properly maintain and keep the common property to which the Air-conditioning Works are erected in a state of good and serviceable repair.
9. Owners must properly maintain and keep the Air-conditioning Works in a state of good and serviceable repair and must replace the Air-conditioning Works (or any part of them) as required from time to time.
10. Owners must maintain, renew, replace or repair any common property affected by the Air-conditioning works proposed under this By-Law.

Insurance

11. Before commencing the Air-conditioning Works, Owners must provide written evidence that the tradesmen are duly licensed and hold such insurances as the Executive Committee requires.

Liability

12. Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-conditioning Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

13. Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Air-conditioning Works on the common property.

Cost of Works

14. The Air-conditioning Works and their maintenance and repair must be undertaken at the cost of the Owner.

Owners Fixtures

15. The Air-conditioning Works shall remain the Owners' fixtures.
16. The Owner of a lot must maintain the Air-conditioning Works serving that lot in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary or when requested by the Executive Committee (acting reasonably).
17. An Owner, at his own cost, must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of an Air-conditioning System.
18. An Air-conditioning System may be removed but must be done so at the cost of the Owner (or occupier). After removal of an Air-conditioning System, the relevant parts of the common property must be made good.
19. Any Air-conditioning System shall be and remain the property of the Owner of the lot served by it.
20. An Owner of a lot with an Air-conditioning System installed indemnifies the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an Air-conditioning System had not been installed.
21. The terms and conditions contained in this By-Law, the terms of any By-Law relating to the appearance of a lot and the terms of any further approval given by the Executive Committee are all to apply to the installation or keeping of any Air-conditioning System.

Right to Remedy Default

22. If an Owner fails to comply with any obligation under this By-Law, THEN the Owners Corporation may:
 - a. Carry out all work necessary to perform that obligation;
 - b. Enter upon any part of the parcel to carry out that work and recover the costs of carrying out that work from the Owner.

SPECIAL BY-LAW NO. 3⁴

AWNING

On the conditions set out in this by-law, the owner for the time being of Lots 18-34 ("the owners") shall have a special privilege in respect of the common property to install an awning to serve the balcony of his lot ("the awning").

For the purposes of this by-law, "awning" includes all ancillary fixtures and fittings.

The installation of the awning is referred to in this by-law as "the works".

Conditions:

The Works

1. Before starting the works, the owner must obtain the written approval of the Owners Corporation (which may not be withheld unreasonably and which may be conditional) of the design, specifications, materials, colour, location and manner of installation of the awning.
2. Before starting the works, the owner must provide the Owners Corporation with:-
 - (i) A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - (ii) A copy of any requisite construction certificate for the works, under part 4A of the *Environmental Planning & Assessment Act 1979*;
 - (iii) A copy of the certificate of insurance relating to the works, if required under Section 92 of the *Home Building Act 1989*;
 - (iv) Evidence of currency for the duration of the works of Contractors' All Risk Insurance cover with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), to which both the owner and Strata Plan No. 86342 are named parties; and
 - (v) A certification by a structural engineer in favour of the Owners Corporation (if requested by the Owners Corporation) that the works will not affect the structural integrity of the building or any part of it and that the existing walls are adequate to support the works.
3. The Owners Corporation may engage an independent structural engineer to assess and review the plans and specifications for the works. The owner must pay the independent structural engineer's fees on demand.
4. In undertaking the works, the owner must by himself, his agents, servants and contractors:-
 - (i) Use best quality and appropriate materials, in a proper and skilful manner;
 - (ii) Comply with all conditions and requirements of the local Council;

⁴ Special By-Law No. 3 recorded in dealing AH37688W as 'By-Law 23'.

- (iii) Comply with the Building Code of Australia, all pertinent Australian Standards and any manufacturer's specifications.
- (iv) Comply with the terms of any approval given by the Owners Corporation under this By-Law;
- (v) Ensure that no water is permitted to penetrate any part of the lot, any other lot or the common property;
- (vi) Not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of reasonable use of the common areas of the strata scheme;
- (vii) Comply with the requirements of the independent structural engineer referred to in condition 3;
- (viii) Comply with the reasonable requirements of any building consultant engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with provisions (i) to (vii) of this condition;
- (ix) Comply with the reasonable requirement of the Owners Corporation concerning:
 - (a) The means of entering and leaving the parcel for tradespeople, building materials, tools and debris; or
 - (b) Storage of materials and debris;
- (x) Carry out the works between 8am and 5pm on Monday to Friday (inclusive), excluding public holidays; and
- (xi) Ensure that the works are completed within 2 weeks of commencement.

Any additional works undertaken under paragraph (vii) or (viii) of this condition shall form part of the works for the purposes of this by-law.

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

After the Works

- 6. Within one month after completion of the works, the owner must give the Owners Corporation:-
 - (i)
 - (a) a copy of the applicable compliance certificate for the works under part 4A of the *Environment Planning & Assessment Act 1979*; and/or
 - (b) if the works, or part of the works, constitute exempt development when certain conditions are fulfilled, to which consent of the local Council is not required, evidence of compliance with those conditions.
 - (ii) Plans identifying the location of any altered electrical services, as installed; and
 - (iii) If changes to the plans and specifications have been made, as-built drawings.

Repair and Maintenance

7. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the *Strata Schemes Management Act 1996*, the Owners Corporation shall continue to be responsible for the proper maintenance of the common property and keeping the common property in a state of good and serviceable repair.
8. The owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings installed as part of the works) in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary.

Damages

9. The owner must repair promptly any damage caused or contributed to by:-
 - (i) All costs of reviewing or supervising the works (including the costs of any consultants retained by the Owners Corporation for this purpose);
 - (ii) Any liability or expense arising out of:-
 - a. Comply with all conditions of approval of the Executive Committee which amongst other matters may include specifications as to colour, type and design.
 - b. Comply with the manufacturer's specifications as to installation and maintenance.
 - c. Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes and other applicable Statutes including Australian Standards.
 - d. Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by contractors' vehicles.

SPECIAL BY-LAW NO.4⁵

WINDOW SAFETY DEVICES

1. For the purposes of this by-law:

- 1.1. **“Act”** means the *Strata Schemes Management Act 1996* as amended from time to time;
- 1.2. **“Building”** means the building and improvements on the land located at 40-42 Brookvale Avenue, Brookvale 2100.
- 1.3. **“Common Property”** means the Common Property in the Strata Plan;
- 1.4. **“Costs”** means all professional and trade costs/fees/disbursements;
- 1.5. **“Direction”** means a written direction from the Owners Corporation to the Owner relating to Remedial Works;
- 1.6. **“Indemnify”** means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
 - 1.6.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.6.2. any sum payable by way of increased premiums; and
 - 1.6.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.7. **“Lot”** means a lot in the Strata Plan used for residential purposes;
- 1.8. **“Occupier”** means the legal occupier(s) of a Lot;
- 1.9. **“Owner”** means the owner(s) of the Lot from time to time;
- 1.10. **“Owners Corporation”** means the owners corporation known as The Owners – Strata Plan No. 86342 and where the context permits, includes its agents, contractors or employees;
- 1.11. **“Penalty”** means the penalty or fine under section 64A of the Act;
- 1.12. **“Remedial Works”** means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;

⁵ Special By-Law No. 4 recorded in dealing AK972240C as ‘Special By-Law No. 1’.

- 1.13. **“Residential Tenancy Agreement”** means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;
- 1.14. **“Strata Plan”** means registered strata plan number 86342;
- 1.15. **“Window”** means the following:
 - 1.15.1. a Common Property window in a Lot that can be opened; and
 - 1.15.2. the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
 - 1.15.3. that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is **attached to this by-law and marked with the letter ‘A’**]

- 1.16. **“Window Safety Device”** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):
 - 1.16.1. a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
 - 1.16.2. the device is robust and childproof; and
 - 1.16.3. excludes ordinary flyscreens.
- 1.17. **“Works”** means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked with the letter ‘B’**.

- 2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
- 3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

Works

- 4. The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.
- 5. An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, or determining if the Works are required to be carried out at a Lot.
- 6. In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed

day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

7. Upon completion of the Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works have been carried out at the Lot.
8. Prior to providing the written acknowledgement form as referred to in clause 7 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

Remedial Works

9. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
10. The Remedial Works must be carried out and completed:
 - 10.1. in a proper workmanlike manner and by licensed and/or accredited contractors;
 - 10.2. with due skill and care using proper materials;
 - 10.3. in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
 - 10.4. in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - 10.5. in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
 - 10.6. in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
 - 10.7. in compliance with all local council consents and requirements (if any);
 - 10.8. ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;
 - 10.9. promptly and completely removing all rubbish from the Building resulting from the Remedial Works;
 - 10.10. keeping all areas of the Building as clean and tidy as possible;
 - 10.11. promptly repairing any damage to any part of the Building caused by the Remedial Works;
 - 10.12. in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
 - 10.13. in a way that will protect all areas of the Building outside the Lot from any damage caused by the Remedial Works, for example by the transportation of construction materials, equipment and debris.

11. The Owner is responsible for the Cost of Remedial Works.

Damage and Direction

12. In the event lot(s) or Common Property is/are damaged because of the Remedial Works, the Owner will pay the Costs of rectifying the damage.

13. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Remedial Works in the event they do not comply with the requirements of this by-law.

14. If the Owner fails to comply with Clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

- 14.1. enter upon any part of the Lot to carry out the work;
- 14.2. carry out all work necessary to perform that obligation; and
- 14.3. recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

Costs

15. Subject to clause 4, the Owner is responsible for, and will bear all Costs.

16. Where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 6), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

17. If the Owners Corporation receives a Penalty, the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.

18. In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's lot account, as if it were a contribution under Act, with all associated rights of recovery under the Act.

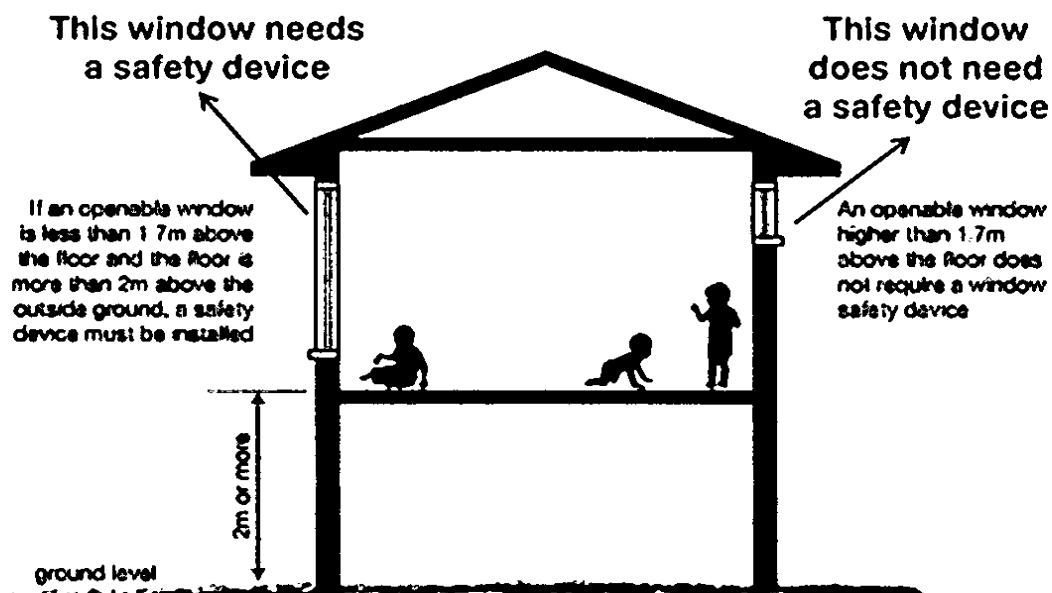
General obligations

19. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

20. Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Remedial Works.

21. The Owner will Indemnify and will keep indemnified the Owners Corporation.

ANNEXURE 'A'





FACT SHEET

September 2015

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

Did you know? Similar laws in New York resulted in a 88 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidsh.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

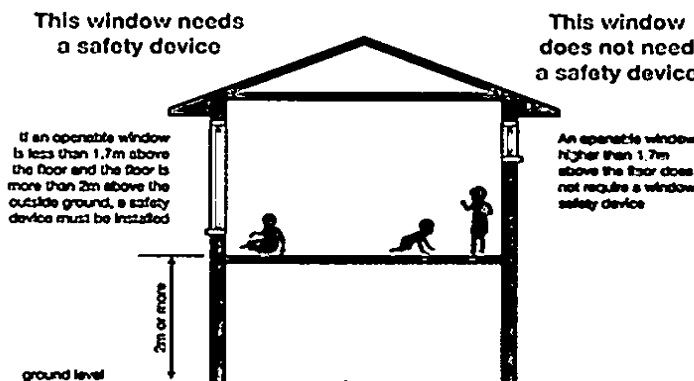
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au



FACT SHEET

September 2015

Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a tenant, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the *Strata Schemes Management Act 1996* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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www.fairtrading.nsw.gov.au



SPECIAL BY-LAW NO. 5

MINOR RENOVATIONS RIGHTS

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:
 - a. "Act" means the *Strata Schemes Management Act 2015* (NSW);
 - b. "Building" means the building located at 40-42 Brookvale Avenue, Brookvale NSW 2100;
 - c. "Minor Renovations" includes work for the purpose of the following:
 - i. renovating a kitchen,
 - ii. changing recessed light fittings,
 - iii. installing or replacing wood or other hard floors,
 - iv. installing or replacing wiring or cabling or power or access points,
 - v. work involving reconfiguring walls,
 - vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vii. installing a rainwater tank,
 - viii. installing a clothesline,
 - ix. installing a reverse cycle split system air conditioner,
 - x. installing double or triple glazed windows,
 - xi. installing a heat pump,
 - xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearances of a lot or requiring consent or other approval under any other statute, regulation or the like.

d. “**Owner**” means an owner of a lot from time to time in the strata scheme.

5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words attributed under the Act.
6. Words importing:
 - a. the singular include the plural and vice versa; and
 - b. a gender includes any gender.
7. Any reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
 - a. details of the work, including copies of any plans,
 - b. the expected duration and times of the works,
 - c. details of the persons carrying out the work including that person’s qualifications to carry out the work, and
 - d. arrangements to manage any resulting rubbish or debris.
9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
 - a. contractor’s all risk insurance (where applicable);
 - b. workers compensation insurance (where applicable);
 - c. home owners warranty insurance (where applicable); and
 - d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Performance of the Works

10. In carrying out or maintaining the Minor Renovations the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform Minor Renovations at times approved by the owners corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
- i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot of the property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Minor Renovations

11. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.
13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

14. The Minor Renovations shall remain the Owner's fixture.

Cost and Risk of the Works

15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

16. If an Owner fails to comply with any obligation under this by-law, then the owner corporation may:
- a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable costs expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.
18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred.



Film with

AM802108

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

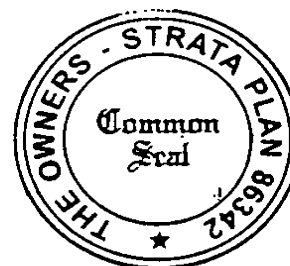
The seal of The Owners - Strata Plan No 86342 was affixed on ^{3/10/17} in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature: [Signature] Name: Talofe Pouli Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



S.P. 49806

S.P. 54636

LOCATION PLAN

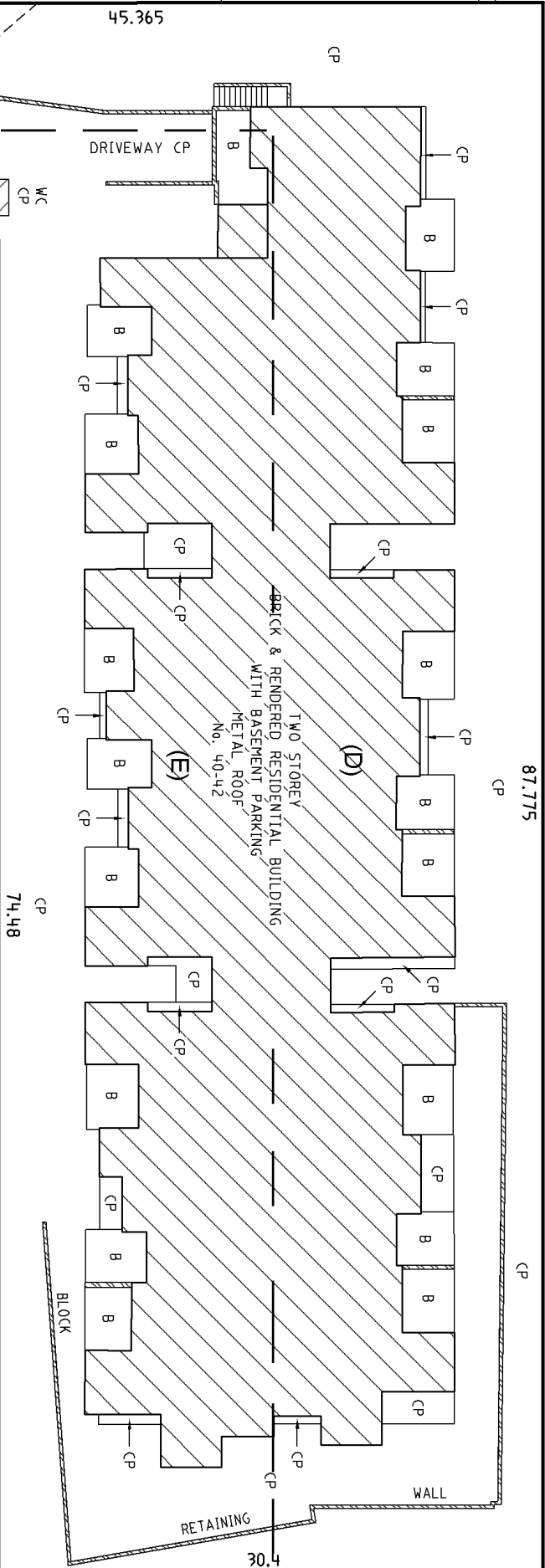
M.G.A.

(A)(B)

D.P. 215069

2

1



D.P. 101961

NOTES:

- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- WC - DENOTES TOILET

- (A) EASEMENT FOR DRAINAGE OF WATER 0.9 WIDE (AF694355)
- (B) EASEMENT FOR DRAINAGE OF WATER 0.75 WIDE (AF785347)
- (C) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 1172230)
- (D) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 0.9 WIDE (AF694355)
- (E) BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 0.75 WIDE (AF785347)

BROOKVALE AVENUE

Surveyor: WARREN L. BEE
Surveyor's Ref: 16888
Subdivision No: 39/2011
Lengths are in metres Reduction Ratio 1:250

Registered

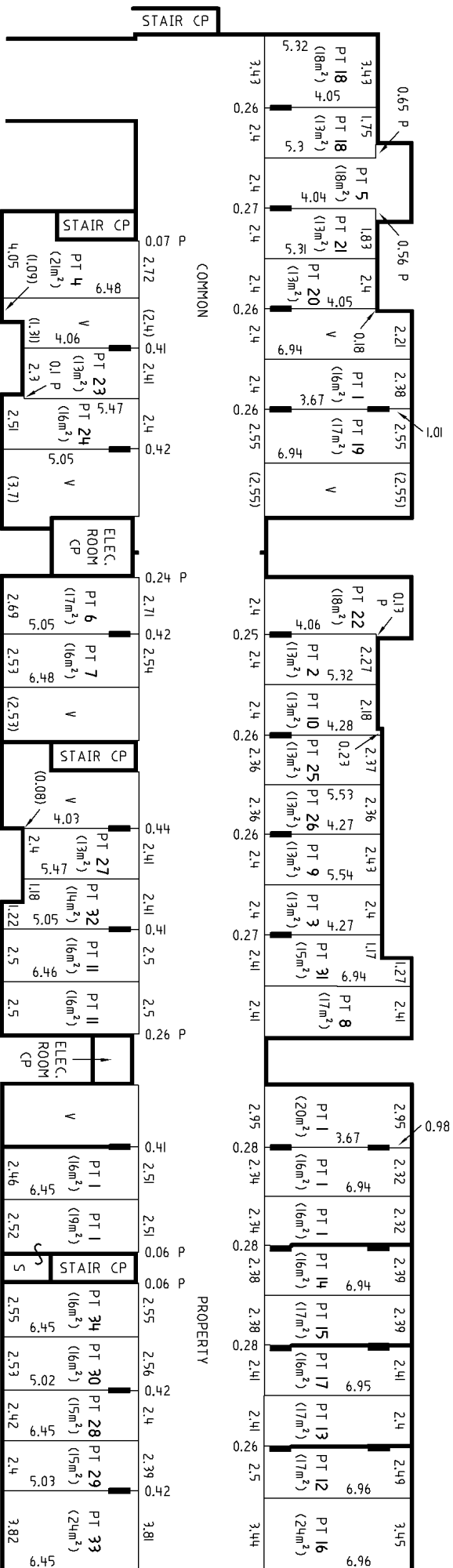
20-01-2012

SP86342

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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BASEMENT

CAR PARKING SPACES



NOTES:

- P - DENOTES PROLONGATION OF FACE OF WALL
- S - DENOTES STORAGE
- V - DENOTES VISITOR PARKING - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY

DENOTES PROLONGATION OF
CENTRE LINE OF COLUMN

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

Surveyor: WARREN L. BEE
Surveyor's Ref: 16888
Subdivision No: 39/2011
Lengths are in metres Reduction Ratio 1:200



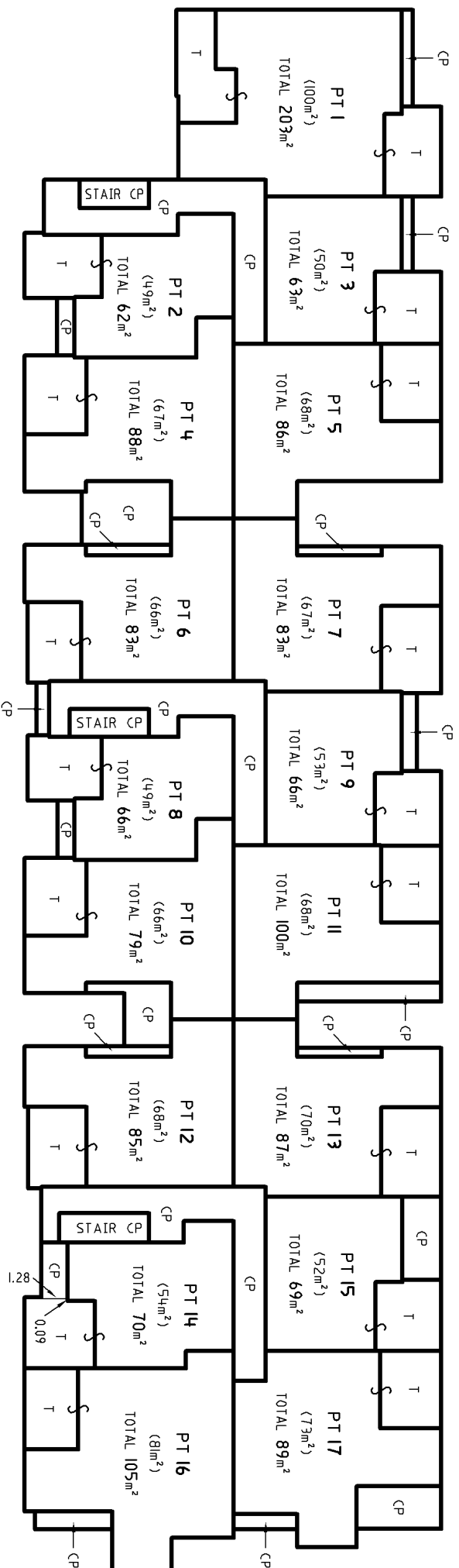
20-01-2012

Registered

SP86342

GROUND FLOOR

M.G.A.
11/11/2012



NOTES:

T - DENOTES TERRACE

CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ALL RETAINING WALLS ARE COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

Surveyor: WARREN L. BEE

Surveyor's Ref: 16888

Subdivision No: 39/2011

Lengths are in metres Reduction Ratio 1:200

Registered

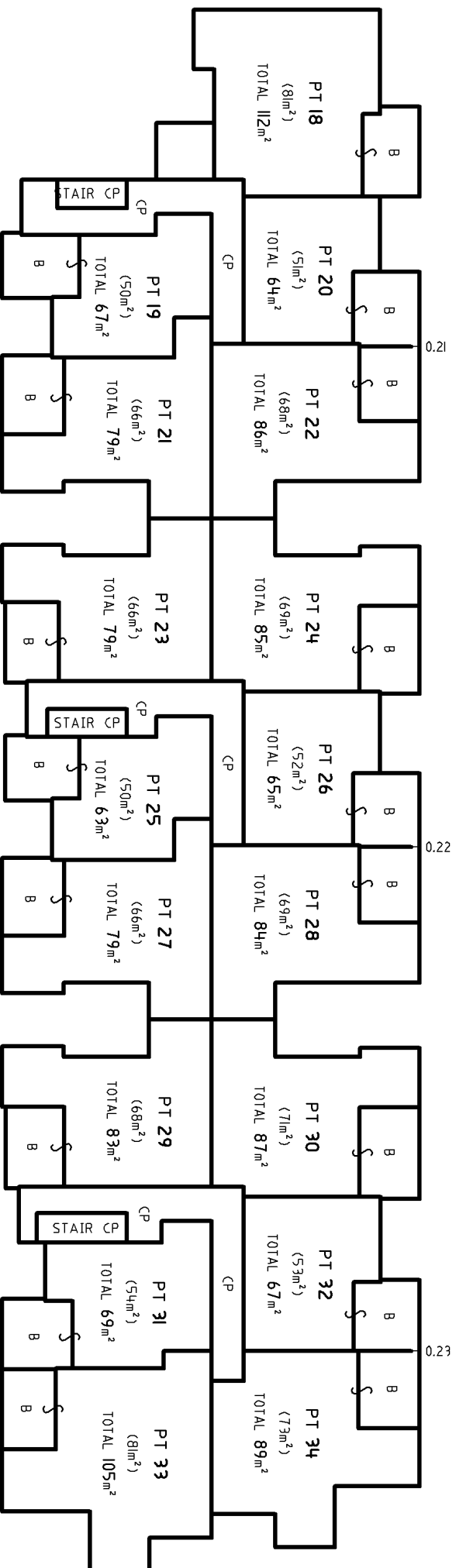


20-01-2012

SP86342

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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FIRST FLOOR



M.G.A.

NOTES:

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
WITHIN THIS LIMIT.

DENOTES PROLONGATION
OF CENTRE LINE OF WALL



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

Surveyor: WARREN L. BEE
Surveyor's Ref: 16888
Subdivision No: 39/2011
Lengths are in metres Reduction Ratio 1:200



Registered
20-01-2012

SP86342

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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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 86342
40-42 Brookvale Avenue
BROOKVALE 2100



SP86342 S

e Only

Registered:  20-01-2012

Office Use Only

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1166517

The adopted by-laws for the scheme are:

* ^AResidential Model By-laws.

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

*By-laws in _____ sheets filed with plan.

* strike out whichever is inapplicable

^A Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~ _____
 The Accredited Certifier GARRY RYAN
 Accreditation No. BFB0565

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.

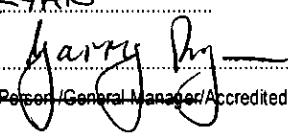
* (5) This approval is given on the condition that lot(s) ^A _____ are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 16/12/2011

Subdivision No. 39/2011

Relevant Development Consent No. CDC13/2011

issued by GARRY RYAN


 Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

^A Insert lot numbers of proposed utility lots.

LGA: WARRINGAH

Locality: BROOKVALE

Parish: MANLY COVE

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, Warren L Bee

of PO Box 330 Forestville NSW 2087

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

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986~~

has been met;

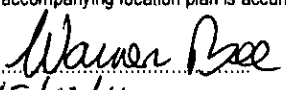
* (2) * (a) ~~the building encroaches on a public place;~~

* (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: Date: 15/12/11

* Strike through if inapplicable.

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

SURVEYOR'S REFERENCE: 16888

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

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1166517

ie Only

SP86342

Office Use Only

Registered: 20-01-2012



Strata Certificate Details: Subdivision No: 39/2011

Date: 16/12/2011

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

Unit N°	UE	Unit N°	UE
1	452	18	379
2	238	19	230
3	243	20	230
4	299	21	295
5	307	22	295
6	299	23	295
7	307	24	298
8	238	25	230
9	243	26	234
10	299	27	295
11	307	28	298
12	299	29	295
13	307	30	298
14	238	31	232
15	251	32	231
16	394	33	389
17	389	34	366
		AGGREGATE	10,000

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

(If space is insufficient use additional annexure sheet)

CHANDRA PTY LTD

ACN: 146 823 556

CHARLES MCINTOSH

SOLE DIRECTOR/SECRETARY

SURVEYOR'S REFERENCE: 16888

Northern Beaches Council Planning Certificate – Part 2

Applicant: JLM Conveyancing
PO Box 274
CAMDEN NSW 2570

Reference: 243498
Date: 25/11/2024
Certificate No. ePLC2024/08971

Address of Property: 2/40-42 Brookvale Avenue BROOKVALE NSW 2100
Description of Property: Lot 2 SP 86342

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Note: *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

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

In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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

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

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

Note—

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

20. Western Sydney Aerotropolis

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

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

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

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

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

23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

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.

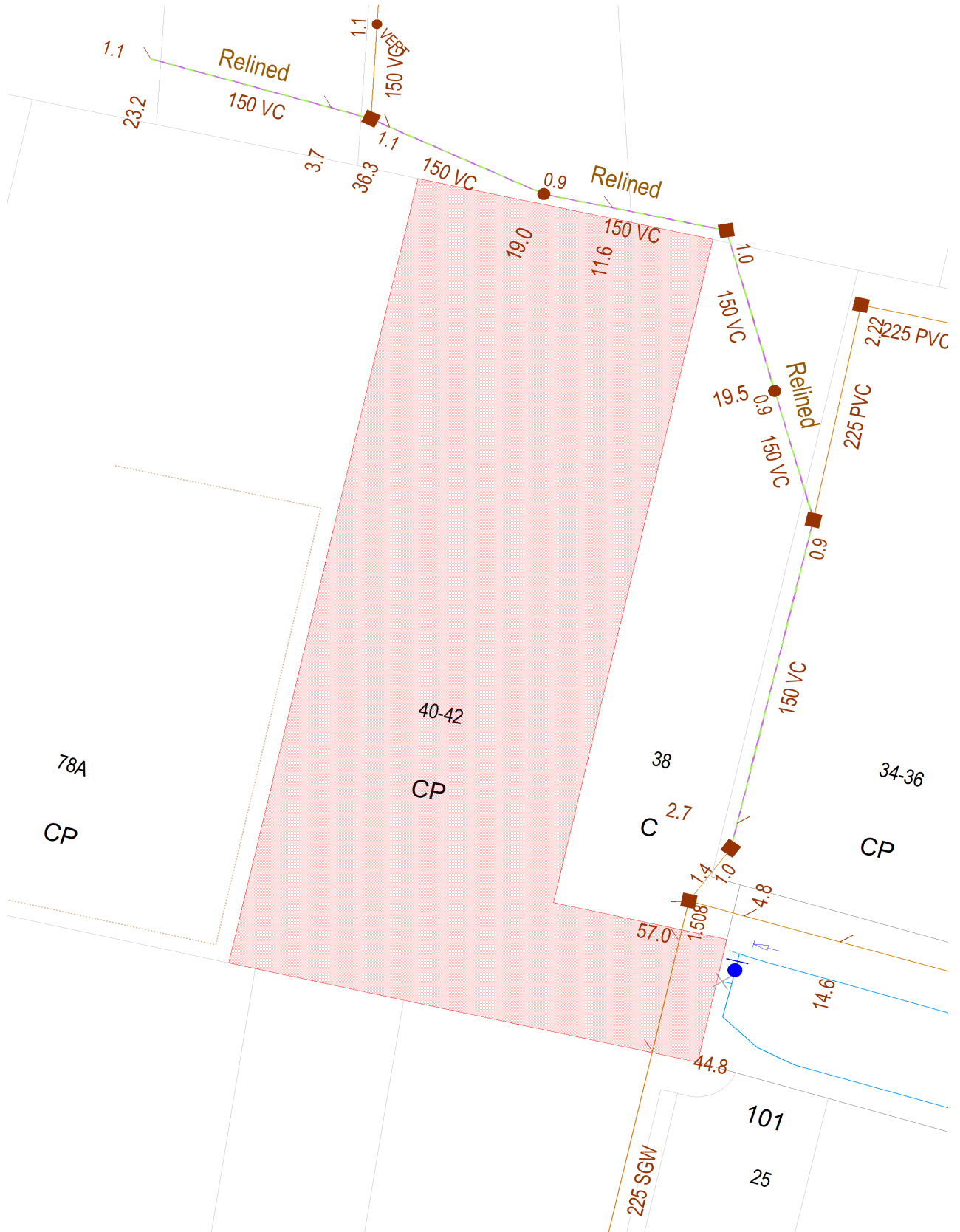
A handwritten signature in black ink, consisting of a stylized 'S' followed by a vertical line and a small tick mark.

Scott Phillips
Chief Executive Officer

25/11/2024

Service Location Print

Application Number: 8003936505



Document generated at 05-12-2024 03:40:09 PM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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