

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 85763477	NSW DAN:
vendor's agent	UPSTATE DEE WHY SUITE 15, LEVEL 1, 888 PITWATER ROAD, DEE WHY NSW 2099		Phone: (02) 9971 9000 Fax: Ref: Harry Pownall
co-agent			
vendor	NATALIE MARYKE CIRILLO and MATTHEW ANTHONY CIRILLO A102/ 5 MOORAMBA ROAD, DEE WHY NSW 2099		
vendor's solicitor	AUSTATES CONVEYANCERS SUITE 15, LEVEL 1, 89-97 JONES STREET, ULTIMO NSW 2007 MAILING ADDRESS: 189 PEATS FERRY ROAD, HORNSBY NSW 2077		Phone: (02) 9281 0078 Fax: Ref: 210605/CLEMENTS & CO
date for completion	12 weeks after the contract date (clause 15)		Email: city@austates.net.au
land	BUILDING A 102/5 MOORAMBA RD DEE WHY NSW 2099		
(Address, plan details and title reference)	LOT 2 IN STRATA PLAN 98753 2/SP98753		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

**GST AMOUNT** (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

210605/CLEMENTS ...

85763477

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

PEXA

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**land tax** is adjustable

☐ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes 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*  
(residential withholding payment)

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

PRECISE PROPERTY  
PHONE: (02) 9091 0369

Suite 48 117 Old Pittwater Road, Brookvale NSW 2100  
info@precise.property

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## **29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

**CERTIFICATE UNDER SECTION 66W**

RE: \_\_\_\_\_ (Hereinafter called “the Purchasers”)

AND: \_\_\_\_\_ (Hereinafter called “the Vendors”)

PPTY: \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_ CERTIFY

as follows:-

- (a) I am a Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for Sale of the abovementioned property from the Vendors to the Purchasers in order that there is no cooling off period in relation to that Contract.
- (c) I do not act for the Vendors and am not employed in the legal practice of a Solicitor/Conveyancer acting for the Vendors nor am I a member or employee of a firm which a Solicitor/Conveyancer acting for the Vendors is a member or employee.
- (d) I have explained to the Purchaser
  - (i) the effect of the Contract;
  - (ii) the nature of this Certificate;
  - (iii) the effect of giving this certificate to the Vendors is that there is no cooling off period in relation to that Contract.
  - (iv) the Purchaser indicated the understanding of this Certificate and approved the issuing of same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_

**Solicitor/ Licensed Conveyancer**

Annexure 'A'

**CONDITIONS OF SALE BY AUCTION**

- (1) If the property is or intended to be sold at auction the following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock.
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
  - (c) The highest bidder is the purchaser, subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller;
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any ) for sale;
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by on behalf of the seller or auctioneer.

## **ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND BETWEEN**

(Vendor/s) and  
(Purchaser/s)

---

The terms of the printed Contract to which these additional conditions are annexed and shall be read subject to the following:-

- (a) If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail.
  - (b) In the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender.
  - (c) The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.
1. Completion of this matter shall take place on or before 3.30pm on the due date for completion.
- 1.1 Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.
  - 1.2 The Purchaser hereby agrees that should the Vendors conveyancer issue a Notice to Complete, then the Purchaser will allow \$330.00 (GST Inclusive) to the Vendor by way of an adjustment at settlement for the preparation and service of the Notice to Complete on the Purchaser. The Purchaser agrees that this is an essential term of this contract.

2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:-
  - 2.1 The time of dispatch is not before 5.00pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
  - 2.2 The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10% per annum) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
4. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by Austates Conveyancers, then settlement shall be effected at the office of Austates Conveyancers. However, should the Purchaser not be in a position to settle at the office of Austates Conveyancers, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.
5. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

6. The Purchaser warrants that it has not been introduced to the property by any other person other than by the Vendor's agents specified herein. The Purchaser hereby indemnifies the vendors for any claim by any Real Estate Agent for any breach of this warranty, this clause will not merge upon completion.
7. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
8. Notwithstanding anything therein before contained the purchaser hereby agrees to release on or after the date hereof and prior to completion the deposit or part thereof to the Vendor (if so required by the Vendor) for payment out as deposit money and/or stamp duty and/or towards the balance of purchase price payable by the Vendor on the Vendor's purchase of another property. The Purchaser authorises the Vendor's agent and/or the Vendor Representative (without production of any further authority than a copy of this Special Condition) to withdraw the said moneys from where it has been deposited for an amount so required by the Vendor for any of the beforementioned applications.
9. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
10. The form of Contract annexed is amended as follows:-
  - 10.1 Clause 7.1.1 is amended by the deletion words "5% of the price" and the insertion of the words "1%" in place thereof;
  - 10.2 Clause 14.4.2 is amended by the deletion of the first bullet in its entirety;
  - 10.3 In clause 16.5 delete the words "plus another 20% of that fee";
  - 10.4 Clause 16.8; \$10 to be replaced with \$5;
  - 10.5 Delete Clause 16.12;

10.6 Printed Clause 18 is amended by adding the following:

“The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.

11. The Purchaser hereby agrees that they will allow the amount of \$77.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendor's Licensed Conveyancer 14 days prior to the agreed settlement date. The Purchaser acknowledges that this amount will cover the cost of organising the execution of the Memorandum of Transfer at such late date.
12. The Purchaser expressly acknowledges the following:
  - 12.1 The Purchaser is purchasing the property as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever.
  - 12.2 The Purchaser acknowledges that this Contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly contained in this Contract.
  - 12.3 The Purchaser may not make any objection, requisition or claim for compensation in respect to any matter disclosed or referred to in any document attached and forming part of this Contract.
13. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.
14. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

15. The Vendor does not have a building certificate. The Purchasers are not entitled to require the Vendor to:
  - 15.1 apply for or do anything to obtain a building certificate; nor
  - 15.2 comply with the local council's requirements for the issue of a building certificate.

Completion of this Contract is not conditional on the Vendor or the Purchasers obtaining a building certificate.

16. The Purchasers shall only be entitled to raise Requisitions in the form annexed to the Contract for Sale.
17. If the Purchaser does not provide a certificate in accordance with section 66W Conveyancing Act 1919 waiving the cooling off period, then the purchaser may pay the deposit to the deposit holder in two (2) instalments, as follow:
  - 17.1 on or before the date of this contract, 0.25% of the price; and
  - 17.2 on or before 5pm on the last day of the agreed cooling off period, the balance of the accepted amount of the deposit, as applicable, time of the essence. This is an essential condition of the contract.
18. The parties agree that:
  - 18.1 where any special or extraordinary levy was struck prior to the date of this Contract and was struck for the purpose of repayment of expenditure incurred prior to this Contract then the payment of such levy is the sole responsibility of the Vendor;
  - 18.2 where any special or extraordinary levy was struck prior to the date of this Contract and was struck for the purpose of future expenditure and is payable in part or full after the date of this Contract then it is the sole responsibility of the:
    - 18.2.1 Vendor to pay that portion of the levy incurred prior to the date of this Contract;
    - 18.2.2 Purchaser to pay that portion of the levy that will be incurred after the date of this Contract.

This clause will not merge on completion.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948(NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

#### **Affectations, notices and claims**

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
Spectrum Client Solutions  
Ph. 9223 6998 Fax. 9223 7114

FOLIO: 2/SP98753

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/7/2021	4:02 PM	3	17/7/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

----

LOT 2 IN STRATA PLAN 98753  
AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

-----

NATALIE MARYKE CIRILLO  
MATTHEW ANTHONY CIRILLO  
AS JOINT TENANTS (CN AQ247103)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98753  
2 AQ247102 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

210605/CLEMENTS & CIRILLO

PRINTED ON 30/7/2021

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



FOLIO: CP/SP98753

SEARCH DATE	TIME	EDITION NO	DATE
30/7/2021	4:02 PM	3	19/12/2020

## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98753  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP98753

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98753  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/ STRATA CHOICE  
LOCKED BAG 1919  
ST LEONARDS NSW 1590

## SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L344662 RIGHT OF WAY AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 3 AN789725 POSITIVE COVENANT
- 4 AN789726 POSITIVE COVENANT
- 5 AN789727 RESTRICTION(S) ON THE USE OF LAND
- 6 AN789728 POSITIVE COVENANT
- 7 DP1248570 RIGHT OF CARRIAGEWAY 5.8 METRE(S) WIDE AND VARIABLE  
WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM
- 8 AN875099 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION OF SUBSTATION PREMISES NO 78498 TOGETHER  
WITH A RIGHT OF WAY DESIGNATED (E) AND EASEMENT FOR  
ELECTRICITY WORKS DESIGNATED (S), (S1), (S2), (S3),  
(E), (E1), (E2) & (E3) IN PLAN WITH AN875099. EXPIRES:  
31/10/2068.
- 9 AP447194 INITIAL PERIOD EXPIRED
- 10 AQ666243 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP98753

PAGE 2

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

## STRATA PLAN 98753

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 98753							
1	- 81	2	- 80	3	- 97	4	- 53
5	- 53	6	- 53	7	- 53	8	- 53
9	- 80	10	- 75	11	- 81	12	- 99
13	- 81	14	- 81	15	- 97	16	- 54
17	- 54	18	- 54	19	- 54	20	- 54
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25	- 82	26	- 81	27	- 98	28	- 54
29	- 54	30	- 54	31	- 54	32	- 54
33	- 81	34	- 76	35	- 90	36	- 100
37	- 55	38	- 82	39	- 82	40	- 55
41	- 55	42	- 55	43	- 82	44	- 109
45	- 55	46	- 55	47	- 79	48	- 81
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57	- 82	58	- 57	59	- 57	60	- 57
61	- 83	62	- 86	63	- 55	64	- 81
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## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

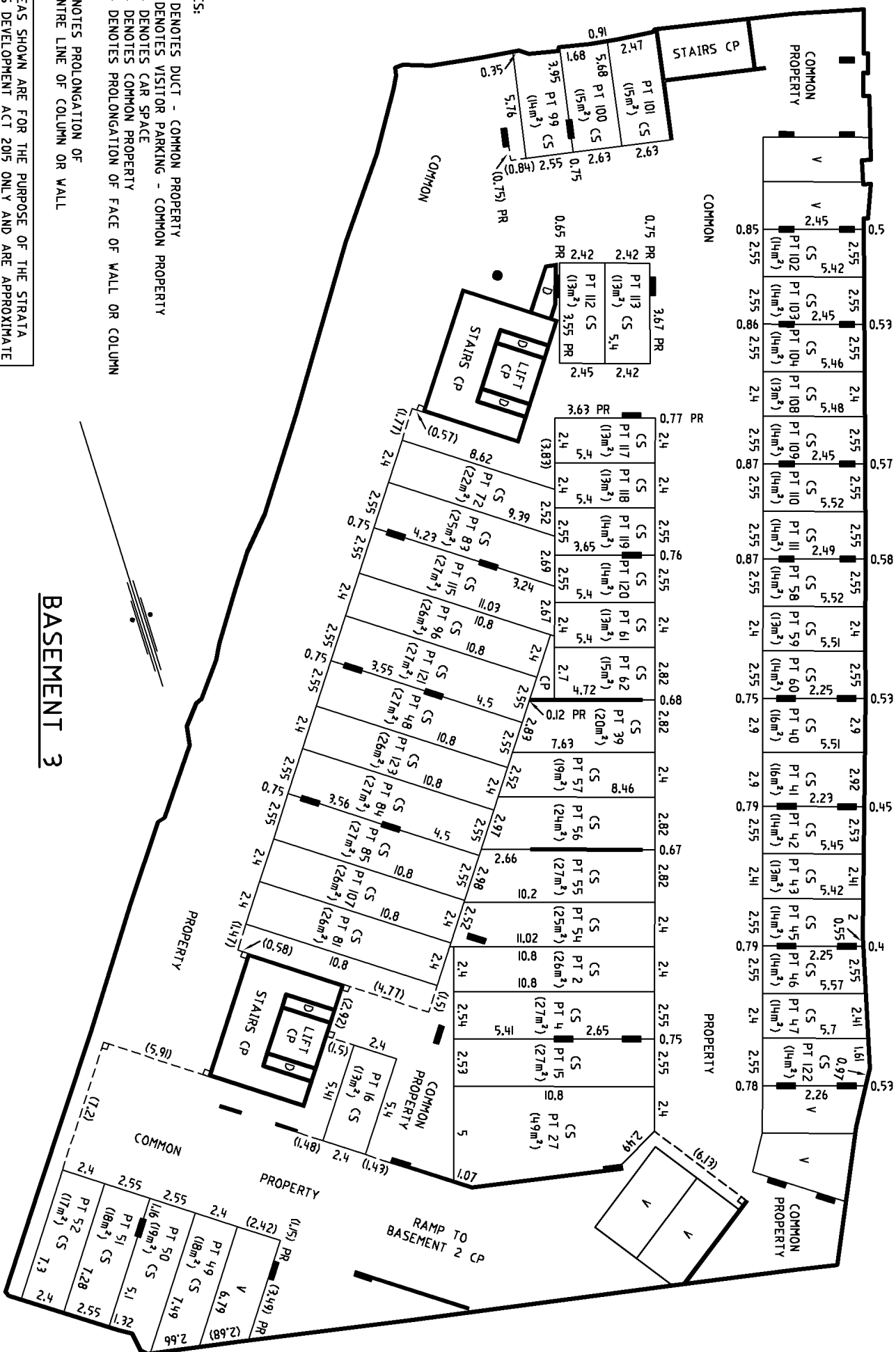
210605/CLEMENTS &amp; CIRILLO

PRINTED ON 30/7/2021

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- # ROAD

SP98753



NOTES:

- D - DENOTES DUCT - COMMON PROPERTY
- V - DENOTES VISITOR PARKING - COMMON PROPERTY
- CS - DENOTES CAR SPACE
- CP - DENOTES COMMON PROPERTY
- PR - DENOTES PROLONGATION OF FACE OF WALL OR COLUMN

- DENOTES PROLONGATION OF CENTRE LINE OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

**BASEMENT 3**

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

**PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469**

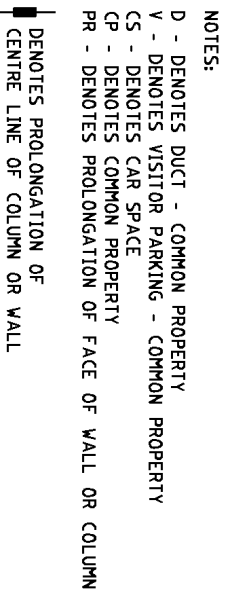
L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:200  
Lengths are in metres

REGISTERED

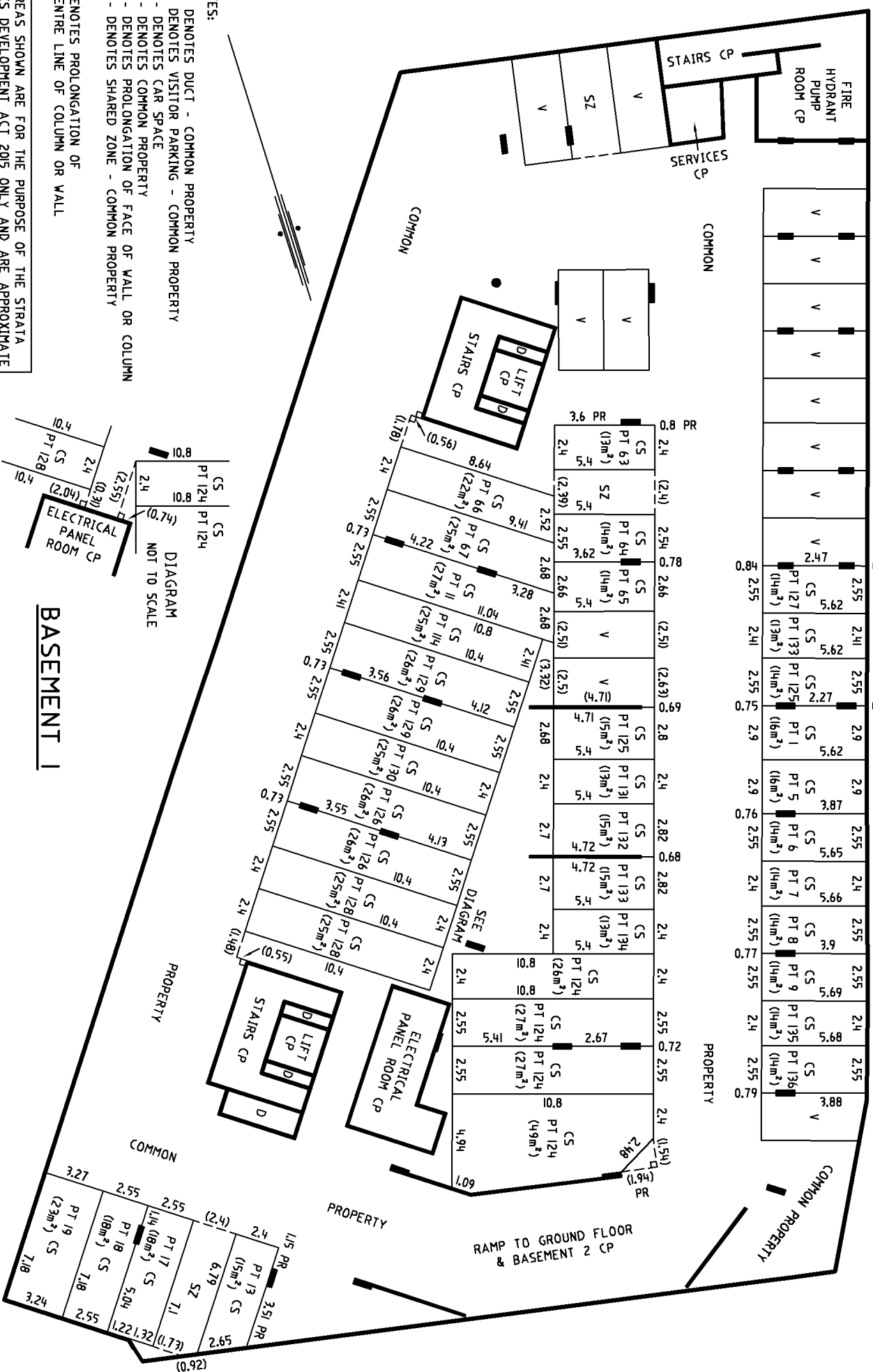


21.12.2018

SP98753



SP98753



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

- NOTES:
- D - DENOTES DUCT - COMMON PROPERTY
  - V - DENOTES VISITOR PARKING - COMMON PROPERTY
  - CS - DENOTES CAR SPACE
  - CP - DENOTES COMMON PROPERTY
  - PR - DENOTES PROLONGATION OF FACE OF WALL OR COLUMN
  - SZ - DENOTES SHARED ZONE - COMMON PROPERTY
- DENOTES PROLONGATION OF CENTRE LINE OF COLUMN OR WALL

## BASEMENT 1

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

## PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1240469

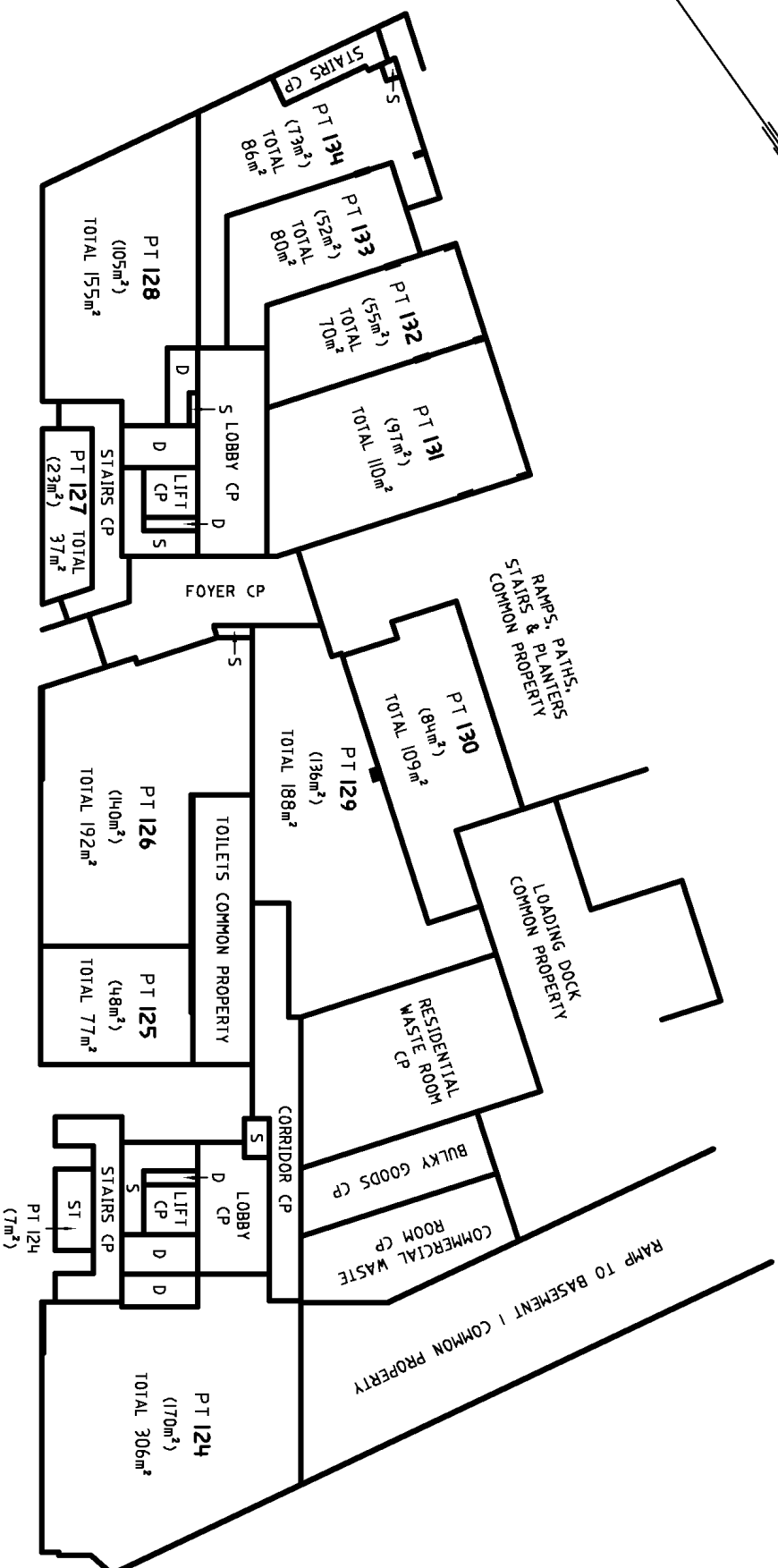
L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:200  
Lengths are in metres

REGISTERED



21.12.2018

SP98753



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

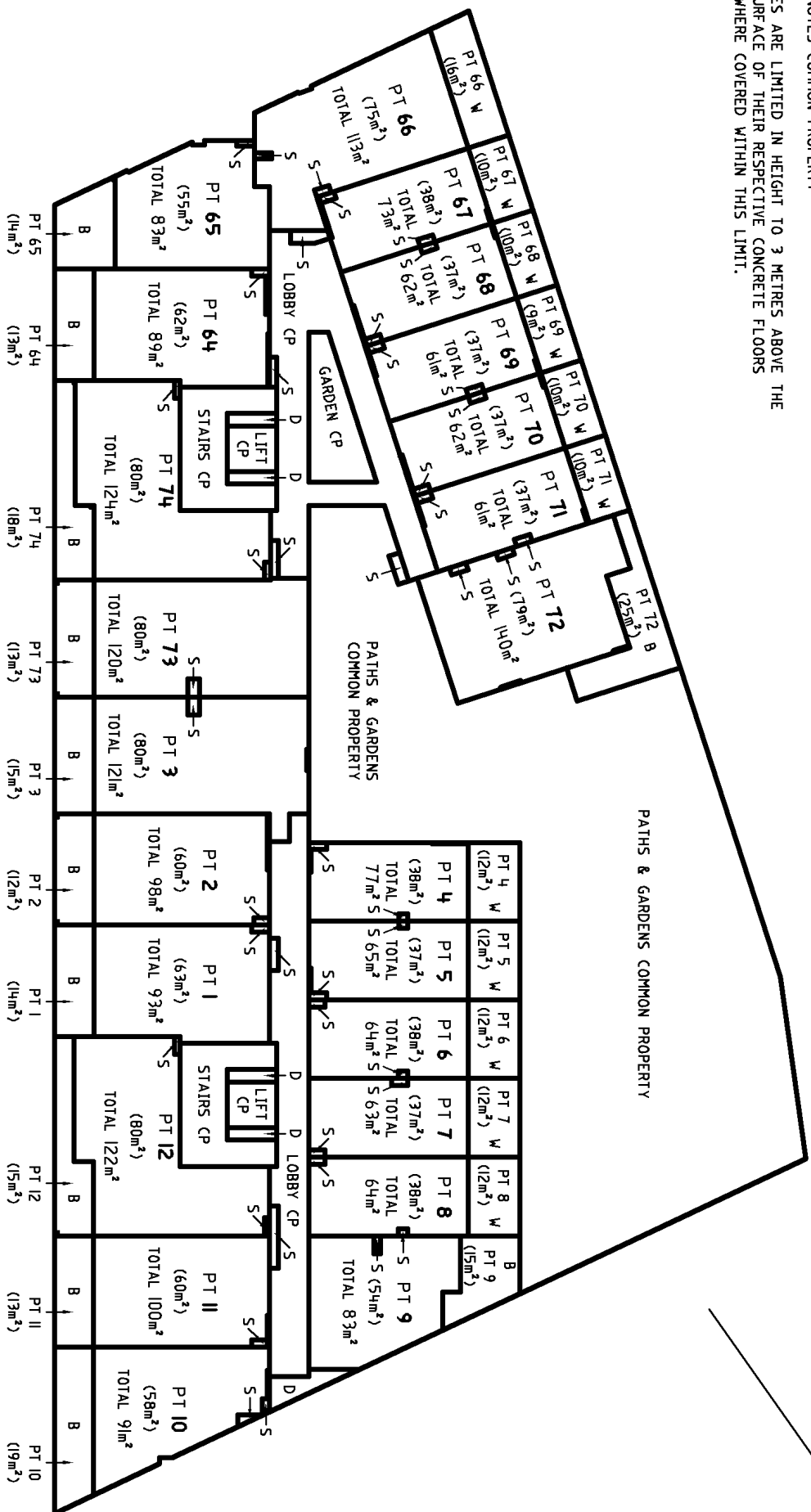
SP98753

NOTES:

- B - DENOTES BALCONY
- D - DENOTES DUCT - COMMON PROPERTY
- S - DENOTES SERVICES - COMMON PROPERTY
- W - DENOTES WINTER GARDEN - WHOLLY COVERED
- CP - DENOTES COMMON PROPERTY

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

LEVEL 1



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469

L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:250  
Lengths are in metres



REGISTERED  
21.12.2018

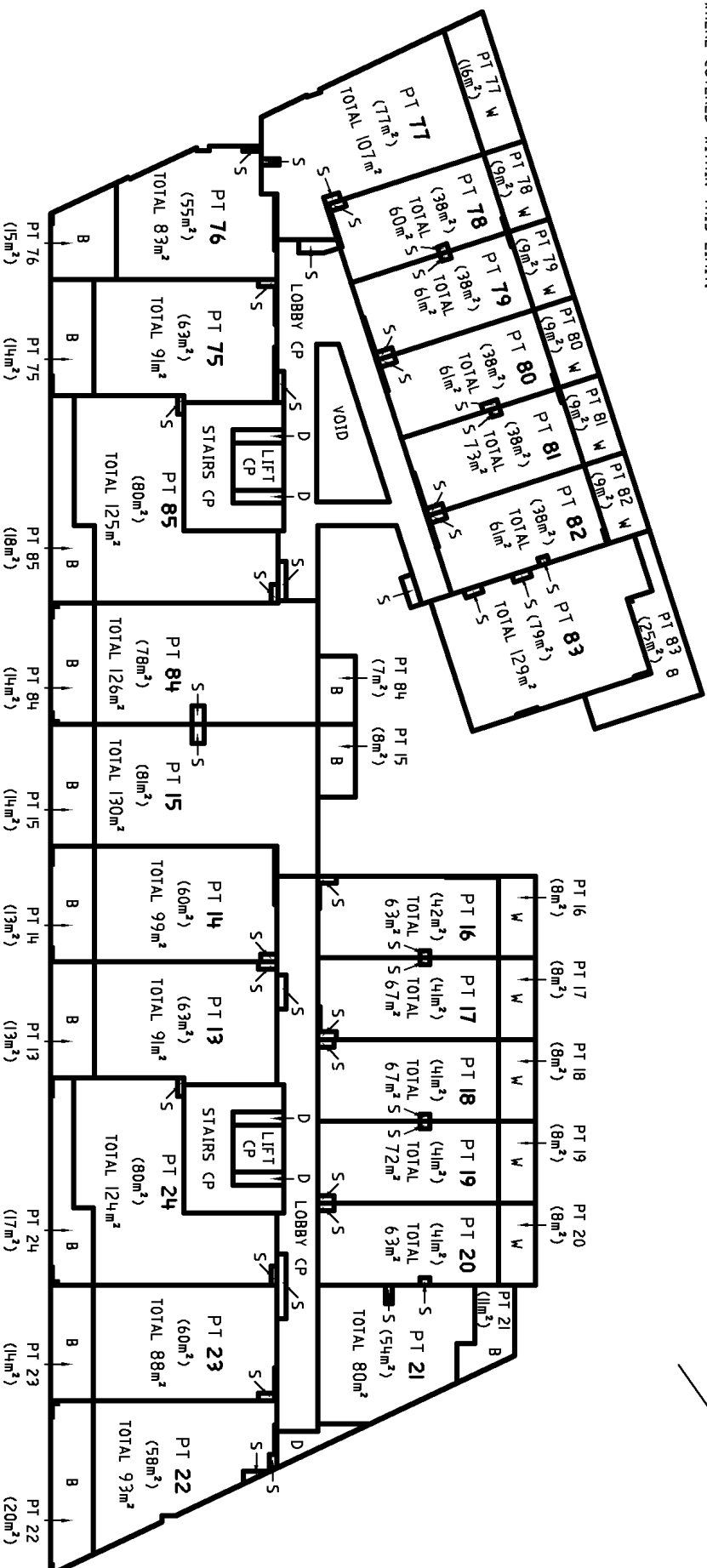
SP98753

NOTES:

- B - DENOTES BALCONY
- D - DENOTES DUCT - COMMON PROPERTY
- S - DENOTES SERVICES - COMMON PROPERTY
- W - DENOTES WINTER GARDEN - WHOLLY COVERED
- CP - DENOTES COMMON PROPERTY

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

LEVEL 2



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469

L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:250  
Lengths are in metres



REGISTERED  
21.12.2018

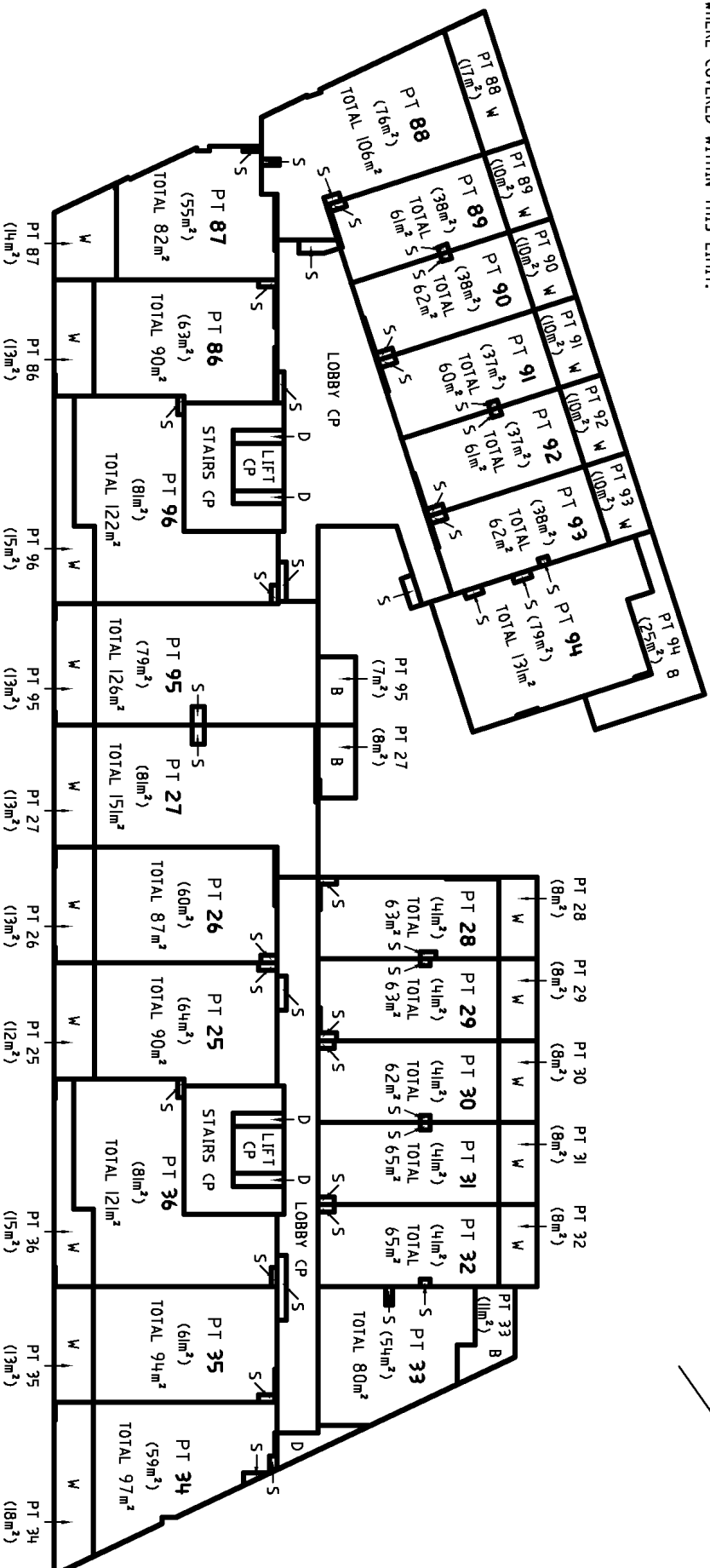
SP98753

NOTES:

- B - DENOTES BALCONY
- D - DENOTES DUCT - COMMON PROPERTY
- S - DENOTES SERVICES - COMMON PROPERTY
- W - DENOTES WINTER GARDEN - WHOLLY COVERED
- CP - DENOTES COMMON PROPERTY

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

LEVEL 3



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469

L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:250  
Lengths are in metres

REGISTERED



21.12.2018

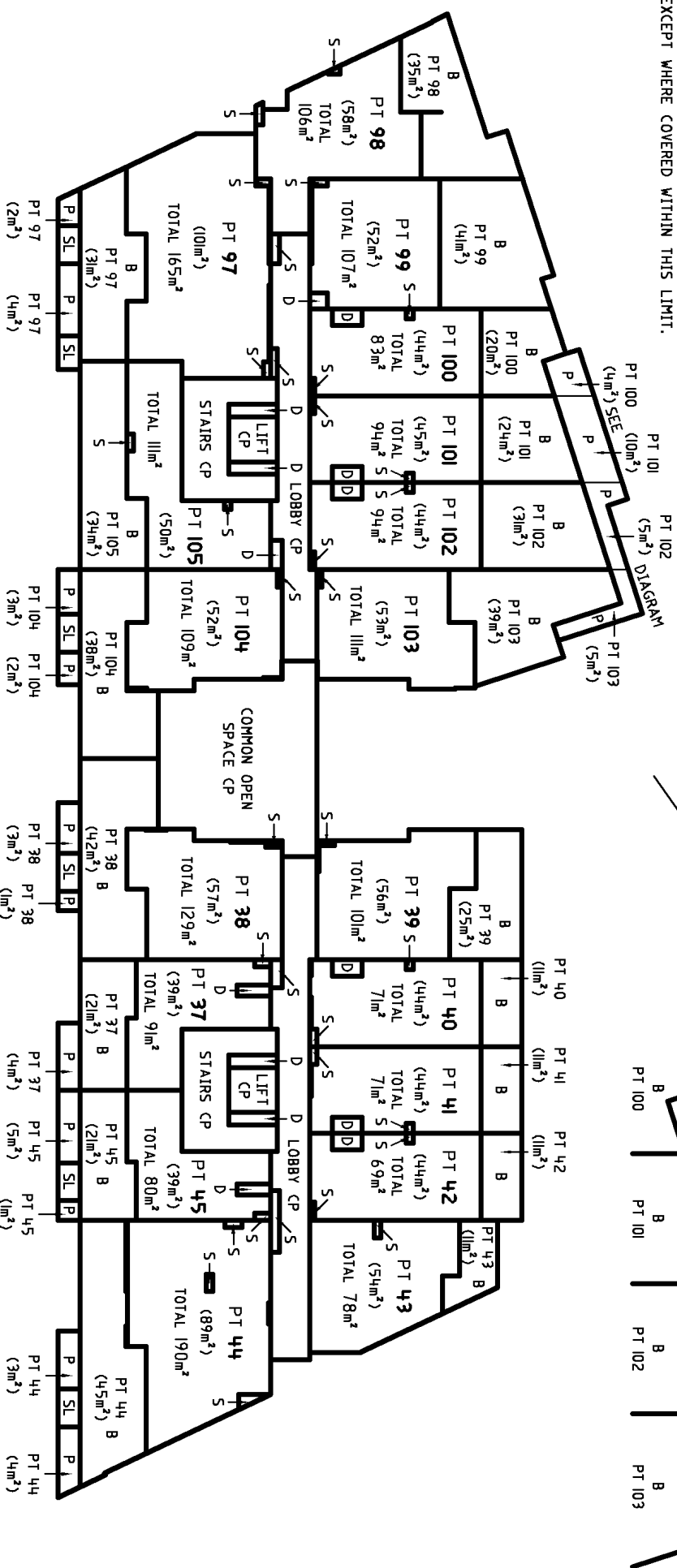
SP98753

NOTES:

- B - DENOTES BALCONY
- D - DENOTES DUCT - COMMON PROPERTY
- P - DENOTES PLANTER
- S - DENOTES SERVICES - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY
- SL - DENOTES SKYLIGHT - COMMON PROPERTY

BALCONIES & PLANTERS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

LEVEL 4



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469

L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:250  
Lengths are in metres



REGISTERED  
21.12.2018

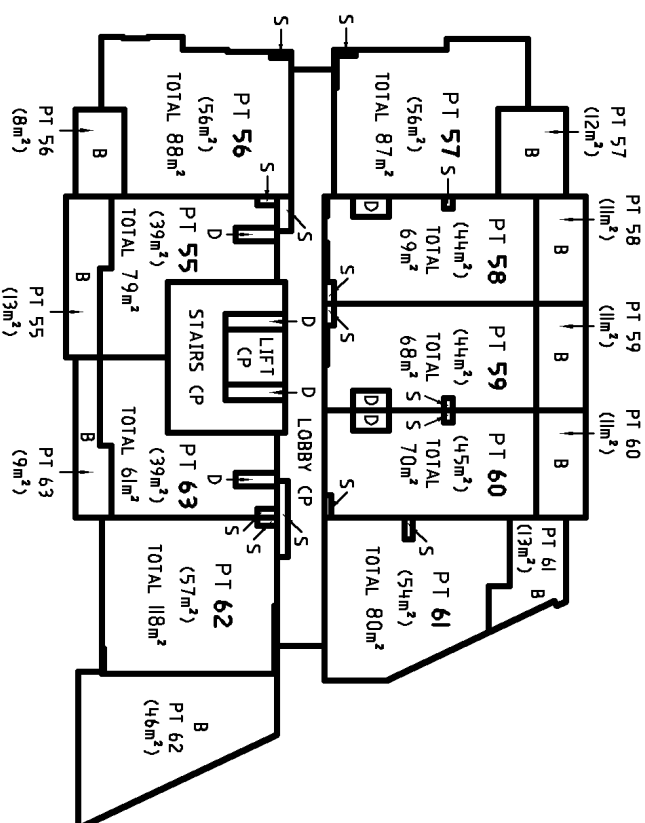
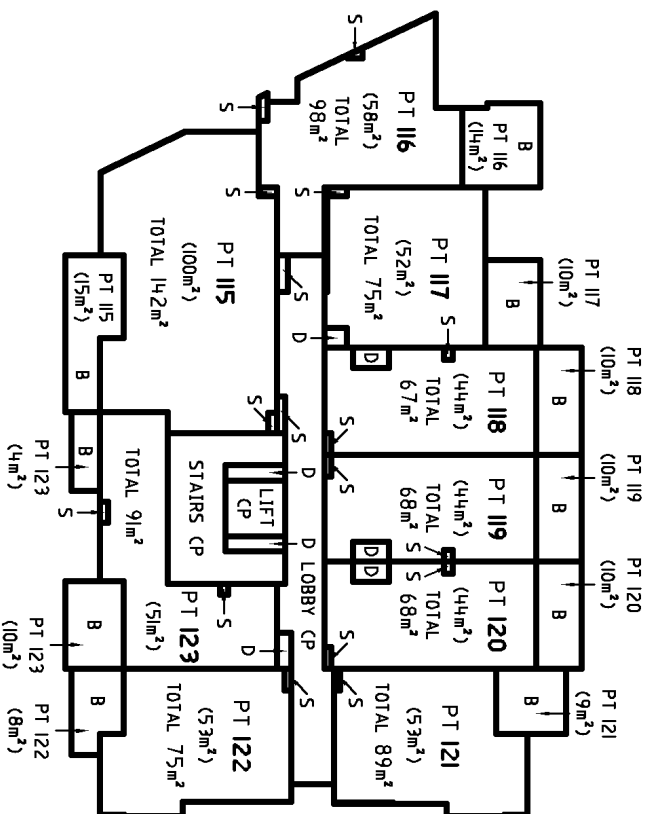
SP98753

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THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SP98753

LEVEL 6



NOTES:

- B - DENOTES BALCONY
- D - DENOTES DUCT - COMMON PROPERTY
- S - DENOTES SERVICES - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY

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

SURVEYOR  
Name: WARREN L. BEE  
Date: 30-11-2018  
Reference: 19758

PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469

L.G.A.: NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:250  
Lengths are in metres

REGISTERED

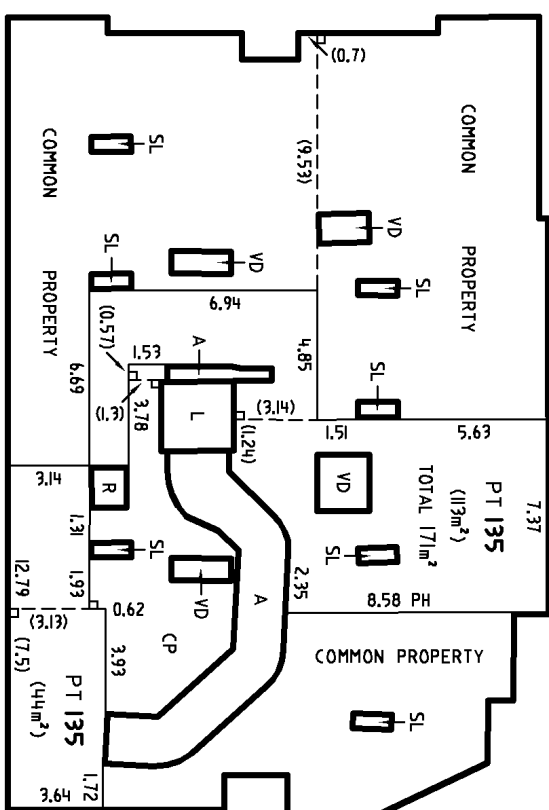
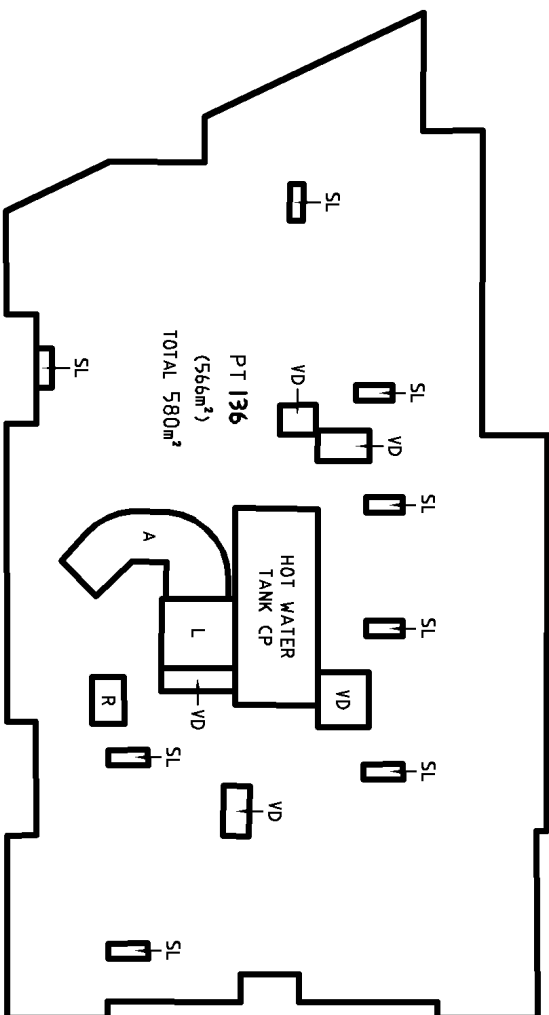


21.12.2018

SP98753

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA  
SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

ROOF



NOTES:

- A - DENOTES AIR CONDITIONING DUCT - COMMON PROPERTY
- L - DENOTES LIFT OVERRUN - COMMON PROPERTY
- R - DENOTES ROOF ACCESS - COMMON PROPERTY
- CP - DENOTES COMMON PROPERTY
- PH - DENOTES PROLONGATION OF FACE OF HOB
- SL - DENOTES SKYLIGHT - COMMON PROPERTY
- VD - DENOTES VENTILATION DUCT - COMMON PROPERTY

PT 135 & PT 136 ARE LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE ROOF EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SURVEYOR

Name: WARREN L. BEE

Date: 30-11-2018

Reference: 19758

PLAN OF SUBDIVISION OF LOT 1  
IN D.P. 1240469

L.G.A.: NORTHERN BEACHES

Locality: DEE WHY

Reduction Ratio: 1:200

Lengths are in metres

REGISTERED




21.12.2018

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA  
SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SP98753

<b>SP FORM 3.01</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 7 sheet(s)
<div style="text-align: right; margin-bottom: 5px;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div style="width:45%;">           Registered:  21.12.2018         </div> <div style="width:45%; text-align: center;">   <b>SP98753 S</b> </div> </div>		<div style="text-align: right; margin-bottom: 5px;">Use Only</div>
<b>PLAN OF SUBDIVISION OF:</b> <b>LOT 1 IN DP1240469</b>		LGA: Northern Beaches Locality: Dee Why Parish: Manly Cove County: Cumberland
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents  5 Mooramba Road, DEE WHY NSW 2099		The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A/*B</del> <del>Smoke penetration: Option *A/*B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.
<div style="text-align: center; margin-bottom: 10px;"><b>Surveyor's Certificate</b></div> I Warren L Bee ..... of PO Box 330, FORESTVILLE NSW 2087 ..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by^</del> ..... Signature: Date: 30/11/2018 Surveyor ID: 448 ..... Surveyor's Reference: 19758 ..... <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		<div style="text-align: center; margin-bottom: 10px;"><b>Strata Certificate (Accredited Certifier)</b></div> I <u>GARRY RYAN</u> ..... being an Accredited Certifier, accreditation number <u>BPB05065</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del> Certificate Reference: 51/2018 Relevant Planning Approval No.: CDC 21/2018 issued by: GARRY RYAN Signature: Date: 30/11/2018 <small>^ Insert lot numbers of proposed utility lots.</small>

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 7 sheet(s)
Office Use Only		- - - - Only
Registered:  21.12.2018		SP98753


### VALUER'S CERTIFICATE

I, GABRIEL CARRENO being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 26/11/18

### SCHEDULE OF UNIT ENTITLEMENT

Lot No	UE	Lot No	UE	Lot No	UE	Lot No	UE
1	81	36	100	71	53	106	130
2	80	37	55	72	106	107	82
3	97	38	82	73	97	108	80
4	53	39	82	74	99	109	57
5	53	40	55	75	81	110	57
6	53	41	55	76	77	111	57
7	53	42	55	77	84	112	79
8	53	43	82	78	53	113	78
9	80	44	109	79	53	114	79
10	75	45	55	80	53	115	130
11	81	46	55	81	53	116	83
12	99	47	79	82	53	117	80
13	81	48	81	83	107	118	57
14	81	49	56	84	97	119	57
15	97	50	56	85	99	120	57
16	54	51	56	86	82	121	80
17	54	52	82	87	78	122	78
18	54	53	107	88	85	123	80
19	54	54	55	89	54	124	168
20	54	55	55	90	54	125	66
21	81	56	79	91	54	126	137
22	75	57	82	92	54	127	39
23	81	58	57	93	54	128	126
24	99	59	57	94	107	129	93
25	82	60	57	95	98	130	62
26	81	61	83	96	100	131	107
27	98	62	86	97	129	132	77
28	54	63	55	98	83	133	46
29	54	64	81	99	83	134	46
30	54	65	77	100	54	135	11
31	54	66	83	101	55	136	10
32	54	67	53	102	56	Total	10,000
33	81	68	53	103	83		
34	76	69	53	104	82		
35	90	70	53	105	79		


<b>SP FORM 3.08 (Annexure)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 7 sheet(s)
Office Use Only		Office Use Only
Registered:  21.12.2018	<b>SP98753</b>	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A Schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		5	Mooramba	Road	Dee Why
1	A.101	5	Mooramba	Road	Dee Why
2	A.102	5	Mooramba	Road	Dee Why
3	A.103	5	Mooramba	Road	Dee Why
4	A.104	5	Mooramba	Road	Dee Why
5	A.105	5	Mooramba	Road	Dee Why
6	A.106	5	Mooramba	Road	Dee Why
7	A.107	5	Mooramba	Road	Dee Why
8	A.108	5	Mooramba	Road	Dee Why
9	A.19	5	Mooramba	Road	Dee Why
10	A.110	5	Mooramba	Road	Dee Why
11	A.111	5	Mooramba	Road	Dee Why
12	A.112	5	Mooramba	Road	Dee Why
13	A.201	5	Mooramba	Road	Dee Why
14	A.202	5	Mooramba	Road	Dee Why
15	A.203	5	Mooramba	Road	Dee Why
16	A.204	5	Mooramba	Road	Dee Why
17	A.205	5	Mooramba	Road	Dee Why
18	A.206	5	Mooramba	Road	Dee Why
19	A.207	5	Mooramba	Road	Dee Why
20	A.208	5	Mooramba	Road	Dee Why
21	A.209	5	Mooramba	Road	Dee Why
22	A.210	5	Mooramba	Road	Dee Why
23	A.211	5	Mooramba	Road	Dee Why
24	A.212	5	Mooramba	Road	Dee Why
25	A.301	5	Mooramba	Road	Dee Why
26	A.302	5	Mooramba	Road	Dee Why
27	A.303	5	Mooramba	Road	Dee Why
28	A.304	5	Mooramba	Road	Dee Why
29	A.305	5	Mooramba	Road	Dee Why
30	A.306	5	Mooramba	Road	Dee Why
31	A.307	5	Mooramba	Road	Dee Why
32	A.308	5	Mooramba	Road	Dee Why
33	A.309	5	Mooramba	Road	Dee Why
34	A.310	5	Mooramba	Road	Dee Why
35	A.311	5	Mooramba	Road	Dee Why
36	A.312	5	Mooramba	Road	Dee Why
37	A.401	5	Mooramba	Road	Dee Why
38	A.402	5	Mooramba	Road	Dee Why
39	A.403	5	Mooramba	Road	Dee Why
40	A.404	5	Mooramba	Road	Dee Why
41	A.405	5	Mooramba	Road	Dee Why
42	A.406	5	Mooramba	Road	Dee Why
43	A.407	5	Mooramba	Road	Dee Why
44	A.408	5	Mooramba	Road	Dee Why


Surveyor's Reference: 19758

<b>SP FORM 3.08 (Annexure)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 7 sheet(s)
Office Use Only		Office Use Only
Registered:  21.12.2018	<b>SP98753</b>	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A Schedule of street addresses
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
45	A.409	5	Mooramba	Road	Dee Why
46	A.501	5	Mooramba	Road	Dee Why
47	A.502	5	Mooramba	Road	Dee Why
48	A.503	5	Mooramba	Road	Dee Why
49	A.504	5	Mooramba	Road	Dee Why
50	A.505	5	Mooramba	Road	Dee Why
51	A.506	5	Mooramba	Road	Dee Why
52	A.507	5	Mooramba	Road	Dee Why
53	A.508	5	Mooramba	Road	Dee Why
54	A.509	5	Mooramba	Road	Dee Why
55	A.601	5	Mooramba	Road	Dee Why
56	A.602	5	Mooramba	Road	Dee Why
57	A.603	5	Mooramba	Road	Dee Why
58	A.604	5	Mooramba	Road	Dee Why
59	A.605	5	Mooramba	Road	Dee Why
60	A.606	5	Mooramba	Road	Dee Why
61	A.607	5	Mooramba	Road	Dee Why
62	A.608	5	Mooramba	Road	Dee Why
63	A.609	5	Mooramba	Road	Dee Why
64	B.101	5	Mooramba	Road	Dee Why
65	B.102	5	Mooramba	Road	Dee Why
66	B.103	5	Mooramba	Road	Dee Why
67	B.104	5	Mooramba	Road	Dee Why
68	B.105	5	Mooramba	Road	Dee Why
69	B.106	5	Mooramba	Road	Dee Why
70	B.107	5	Mooramba	Road	Dee Why
71	B.108	5	Mooramba	Road	Dee Why
72	B.109	5	Mooramba	Road	Dee Why
73	B.110	5	Mooramba	Road	Dee Why
74	B.111	5	Mooramba	Road	Dee Why
75	B.201	5	Mooramba	Road	Dee Why
76	B.202	5	Mooramba	Road	Dee Why
77	B.203	5	Mooramba	Road	Dee Why
78	B.204	5	Mooramba	Road	Dee Why
79	B.205	5	Mooramba	Road	Dee Why
80	B.206	5	Mooramba	Road	Dee Why
81	B.207	5	Mooramba	Road	Dee Why
82	B.208	5	Mooramba	Road	Dee Why
83	B.209	5	Mooramba	Road	Dee Why
84	B.210	5	Mooramba	Road	Dee Why
85	B.211	5	Mooramba	Road	Dee Why
86	B.301	5	Mooramba	Road	Dee Why
87	B.302	5	Mooramba	Road	Dee Why
88	B.303	5	Mooramba	Road	Dee Why


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 7 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  21.12.2018</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP98753</div> <div style="text-align: right;"> <p>Only</p> </div> </div>		

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A Schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
89	B.304	5	Mooramba	Road	Dee Why
90	B.305	5	Mooramba	Road	Dee Why
91	B.306	5	Mooramba	Road	Dee Why
92	B.307	5	Mooramba	Road	Dee Why
93	B.308	5	Mooramba	Road	Dee Why
94	B309	5	Mooramba	Road	Dee Why
95	B.310	5	Mooramba	Road	Dee Why
96	B.311	5	Mooramba	Road	Dee Why
97	B.401	5	Mooramba	Road	Dee Why
98	B.402	5	Mooramba	Road	Dee Why
99	B.403	5	Mooramba	Road	Dee Why
100	B.404	5	Mooramba	Road	Dee Why
101	B.405	5	Mooramba	Road	Dee Why
102	B.406	5	Mooramba	Road	Dee Why
103	B.407	5	Mooramba	Road	Dee Why
104	B.408	5	Mooramba	Road	Dee Why
105	B.409	5	Mooramba	Road	Dee Why
106	B501	5	Mooramba	Road	Dee Why
107	B.502	5	Mooramba	Road	Dee Why
108	B.503	5	Mooramba	Road	Dee Why
109	B.504	5	Mooramba	Road	Dee Why
110	B.505	5	Mooramba	Road	Dee Why
111	B.506	5	Mooramba	Road	Dee Why
112	B.507	5	Mooramba	Road	Dee Why
113	B.508	5	Mooramba	Road	Dee Why
114	B.509	5	Mooramba	Road	Dee Why
115	B.601	5	Mooramba	Road	Dee Why
116	B.602	5	Mooramba	Road	Dee Why
117	B.603	5	Mooramba	Road	Dee Why
118	B.604	5	Mooramba	Road	Dee Why
119	B.605	5	Mooramba	Road	Dee Why
120	B.606	5	Mooramba	Road	Dee Why
121	B.607	5	Mooramba	Road	Dee Why
122	B.608	5	Mooramba	Road	Dee Why
123	B.609	5	Mooramba	Road	Dee Why
124	G.01	5	Mooramba	Road	Dee Why
125	G.10	5	Mooramba	Road	Dee Why
126	G.02	5	Mooramba	Road	Dee Why
127	G.03	5	Mooramba	Road	Dee Why
128	G.11	5	Mooramba	Road	Dee Why
129	G.04	5	Mooramba	Road	Dee Why
130	G.05	5	Mooramba	Road	Dee Why
131	G.06	5	Mooramba	Road	Dee Why
132	G.07	5	Mooramba	Road	Dee Why
133	G.08	5	Mooramba	Road	Dee Why
134	G.09	5	Mooramba	Road	Dee Why


Surveyor's Reference: 19758

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 7 sheet(s)
Office Use Only		Only
Registered:  21.12.2018	<b>SP98753</b>	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A Schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
135	U.101	5	Mooramba	Road	Dee Why
136	U.102	5	Mooramba	Road	Dee Why

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 7 of 7 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> Registered:  21.12.2018		<b>SP98753</b> <div style="text-align: right; font-size: small;">Use Only</div>
<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>A Schedule of street addresses</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>Signatures and seals- see section 22 Strata Schemes Development Act 2015</li></ul>		
<div style="display: flex; justify-content: space-between;"><div><p>Company name: SMRD Pty Ltd</p><p>Company ACN : 605 170 081</p><p><b>Authority:</b> <del>Section 127 of the Corporations Act 2001</del> Pursuant to Power of Attorney</p></div><div style="text-align: right; font-size: small;"><p><i>M</i> Michael Vance I am authorised to make this change. 13-12-18</p></div></div> <div style="margin-top: 20px;"><p><b>Signature of Power of Attorney:</b> <i>M</i> .....</p><p style="margin-left: 150px;">Name : <i>Michael Ben Vance</i> .....</p><p style="margin-left: 150px;">Pursuant to Power of Attorney BK 4721 NO 53</p></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div><p>Mortgagee's Consent</p><p>SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level <u>2</u> Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:</p><div style="margin-top: 20px;"><p><i>[Signature]</i></p><hr style="border: 0; border-top: 1px solid black;"/><p>WITNESS</p><p style="text-align: center; margin-top: 10px;"><b>KEVIN KIM</b> Associate Corporate Property 225 George St Sydney, NSW, 2000</p></div></div><div style="text-align: right;"><p><i>HAMISH IAN HUMPHREY</i></p><p><i>[Signature]</i></p><p>1A GREEN ST BROOKVALE</p><p>WITNESS</p></div></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div><div style="margin-top: 20px;"><p><i>[Signature]</i></p><hr style="border: 0; border-top: 1px solid black;"/><p>WITNESS</p><p style="text-align: center; margin-top: 10px;"><b>KEVIN KIM</b> Associate Corporate Property 225 George St Sydney, NSW, 2000</p></div><div style="margin-top: 20px;"><p><i>M</i> Michael Vance I am authorised to make this change 13-12-18</p></div></div><div style="text-align: right;"><div style="margin-top: 20px;"><p><i>[Signature]</i></p><hr style="border: 0; border-top: 1px solid black;"/><p>ATTORNEY</p><p style="margin-top: 10px;"><b>RACHEL TWEEDY</b> Director Corporate Property</p></div></div></div>		
Surveyor's Reference: 19758		



L344662  
69 FEB 27 AM 11 52 69 FEB 25 AM 11 54

New South Wales

NEW SOUTH WALES

\$=185

STAMP DUTY

11 mk 30/4/69 R.P. 13A

Fees:-

Lodgment

Endorsement

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

16.08  
27/8/69

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

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

I, **AMPOL PETROLEUM LIMITED** of ~~Mansfield Street, Balmain~~  
a duly incorporated Company having its registered office at  
84 Pacific Highway, North Sydney

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of **TWENTY FIVE THOUSAND DOLLARS**  
(\$25,000.00) (the receipt whereof is hereby acknowledged) paid to it by  
**HERO'S DRIVE-INS PTY. LIMITED**

do hereby transfer to

b Show in **BLOCK LETTERS** the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

**HERO'S DRIVE-INS PTY. LIMITED** A COMPANY DULY INCORPORATED  
AND HAVING ITS REGISTERED OFFICE AT SUITE 201 ALDERSON BUILDING,  
PACIFIC HIGHWAY, CROWS NEST

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 7).

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	5101	95	Being the residue of the land comprised in Certificate of Title Volume 5101 Folio 96 after Notice of Resumption No. F135697

006994

L 344 662

And the transferee covenant(s) with the transferor:

RESERVING from the land hereby transferred as appurtenant to the land comprised in Certificates of Title Volume 3113 Folio 235, Volume 2732 Folio 119, Volume 4356 Folio 15 and Volume 4356 Folio 26 and to every part thereof (which land is hereinafter called "the Dominant tenement") over the land shown as "proposed right of way (variable width)" in Deposited Plan No.532153 being part of the land comprised in Certificate of Title Volume 5101 Folio 96 FULL AND FREE RIGHT AND LIBERTY for the Transferor and for every other person who is at any time entitled to an estate or interest in possession in the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and for every person authorised by the Transferor or by such other person, to go pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

AND the Transferee COVENANTS with the Transferor that no building or other structure of any description or any part of any such building or structure or any obstruction whatsoever shall at any time hereafter be erected or placed upon or be over that part of the land hereby transferred shown as "proposed right of way (variable width)" in Deposited Plan No.532153 AND for the purpose of Section 88 of the Conveyancing Act, 1919 (as amended) it is hereby agreed and declared that -

The land to which the benefit of this restriction is appurtenant is the land comprised in Certificates of Title Volume 3113 Folio 235, Volume 2732 Folio 119, Volume 4356 Folio 15 and Volume 4356 Folio 26 and any part thereof.

The land which is subject to the burden of this restriction is that part of the land hereby transferred shown as "proposed right of way (variable width)" in Deposited Plan No.532153 and any part thereof being part of the land comprised in Certificate of Title Volume 5101 Folio 96.

This restriction may be released varied or modified by Ampol Petroleum Limited.

AND the Transferee FURTHER COVENANTS with the Transferor as follows -

1. That no petrol service station or motor garage shall be erected on the land hereby transferred or on any part thereof.
2. That the land hereby transferred or any part thereof will not be used for the purpose in any way connected with the carrying on thereon of a business of a petrol service station or of a motor garage or of the sale of motor fuels oils or other petroleum products.
3. That no building or other structure of any description or any part of such building or structure shall at any time hereafter be erected or placed upon or be over the land hereby transferred within a distance of fifteen (15) feet from the alignment of Pittwater Road.
4. That no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the Transferor without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every fence for the time being erected provided however that this covenant (so far only as it concerns fencing) shall be binding on the Transferee only during the ownership of the said adjoining land by the Transferor.

AND for the purpose of Section 88 of the Conveyancing Act 1919 (as amended) it is hereby agreed and declared that -

The land to which the benefit of these restrictions is appurtenant is the land comprised in Certificates of Title Volume 3113 Folio 235, Volume 2732 Folio 119, Volume 4356 Folio 15 and Volume 4356 Folio 26 and any part thereof.

The land which is subject to the burden of these restrictions is the land hereby transferred.

These restrictions may be released varied or modified by Ampol Petroleum Limited.

A very short note will suffice.

#### ENCUMBRANCES, &c., REFERRED TO:

1. Reservations and conditions contained in the original Crown Grant including reservation of all ~~mines~~ of gold and of silver.
2. Right of Drainage reserved by Transfer No. A617810.
3. Subject to the provisions of Section 604 of the Local Government Act 1919 (as amended).

K1185-2 St 437-1

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or a Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office, Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

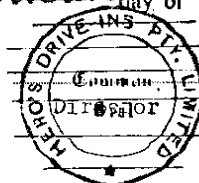
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

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

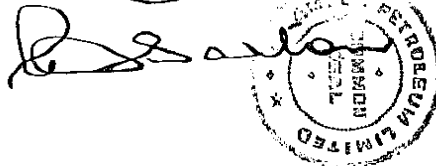
Signed at North Sydney the thirteenth day of February 1969.

Signed in my presence by the transferor  
THE COMMON SEAL of AMPOL  
~~WHO IS PERSONALLY KNOWN TO ME~~  
PETROLEUM LIMITED was hereunto  
duly affixed by the authority of  
the Board of Directors in the  
presence of:

[Signature]  
General Secretary



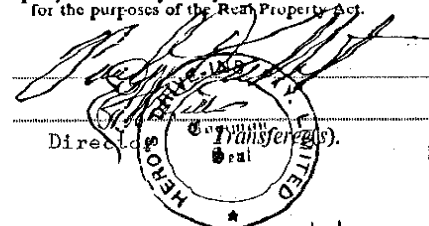
Transferor's Director



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

THE COMMON SEAL of HERO'S  
DRIVE-INS PTY. LIMITED was  
~~WHO IS PERSONALLY KNOWN TO ME~~  
hereunto affixed by authority  
of the Board of Directors in the  
presence of:

[Signature]  
Secretary



2/12/68

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.\*

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Signed in the presence of— }

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

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

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

L344662

No. \_\_\_\_\_

Lodged by

Address

Phone No.

**H. M. ALLEN & CO.**  
 LEGAL SEARCHERS  
 77 KING ST., SYDNEY  
 PHONE 29-3787

**PARTIAL DISCHARGE OF MORTGAGE.**

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

I,

*mortgagee under Mortgage No.*  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_

who is personally known to me \_\_\_\_\_

*Mortgagee.*

**DOCUMENTS LODGED HEREWITH**  
 To be filled in by person lodging dealing

1. _____	} Received Docs.
2. _____	
3. _____	
4. _____	
5. _____	} Nos.
6. _____	
7. _____	

ES FOR DEPARTMENTAL USE

Indexed	MEMORANDUM OF TRANSFER <i>Int. creating Right of Way &amp; Covenant.</i>
Checked by	Particulars entered in Register Book  <i>23<sup>RD</sup> April 1969</i>
Passed (in S.D.B.) by	at <i>12 O'C LOCK.</i>
Signed by	<i>J. Watson</i> Registrar General

**PROCESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	

EXTRA FILES  
*[Handwritten notes and signatures]*



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales  
Section 88E(3) Conveyancing Act 19

**AN789725W**

**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) <b>TORRENS TITLE</b>	Lot 1 in DP 1240469		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Michael Vance PO Box 7005, Warringah Mall, 2100 mv@gannetdevelopments.com.au 0478165 383 Reference: Waste 5MRD	CODE <b>PC</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land 5MRD Pty Ltd ACN 605 170 081		
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AM902 768	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council ACN 284 295 198		

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

DATE 28 August 2018

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

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

Signature of witness: SL to Signature of authorised officer: DI

Name of witness: SARAH WATSON Name of authorised officer: PAUL DAVID

Address of witness: 96 NORTHERN BEACHES COUNCIL Position of authorised officer: SENIOR DEVELOPMENT ENGINEER  
725 PETHWATER RD, DEEWHY

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

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

Company: 5MRD Pty Ltd ACN 605 170 081

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

Signature of authorised person: [Signature]

Signature of authorised person: \_\_\_\_\_

Name of authorised person: Charles Victor McIntosh  
Office held: Sole Director/Secretary

Name of authorised person: \_\_\_\_\_  
Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. \_\_\_\_\_, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of mortgagee: \_\_\_\_\_

Name of witness: \_\_\_\_\_

See page 4

Address of witness: \_\_\_\_\_

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

Annexure "A"

**Registered Proprietor: 701PRD.PTY LIMITED A.C.N 603 811 230**

SMRD Pty Limited requests the Director of Land and Property Information to enter on Folio Identifiers Lot 1 in DPI240469 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

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

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

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

**Land Burdened** means the land described in Certificate of Title Folio Identifier.

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

**Owners Corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighborhood 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 reasonable time for the purpose of such removal;

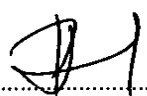
*CM*



(b) The delivery, removal, inspection and repair of Waste containers.

3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in Clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.
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 of 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 endeavors to obtain the consent of any mortgage 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. Northern Beaches Council is the only party authorised to release, vary or modify this instrument.

  
.....  
Registered Proprietor  
5MRD PTY LIMITED  
ACN 605 170 081  
Charles Victor McIntosh  
Sole Director and Secretary

  
.....  
Authorised Officer of the Prescribed Authority  
NORTHERN BEACHES COUNCIL

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

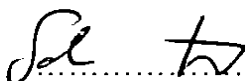


PAUL DAVID

Signature of delegate

Name of delegate

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



Signature of Witness

SARAH WATSON

Name of Witness

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

Address of Witness

### MORTGAGEE CONSENT

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:



WITNESS

KEVIN KIM  
Associate  
Corporate Property



ATTORNEY

RACHEL TWEEDY  
Director  
Corporate Property



Form: 13PC  
Release: 3-1

# POSITIVE COVENANT

New South Wales

# AN789726U

Section 88E(3) Conveyancing Act 1919

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

(A) <b>TORRENS TITLE</b>	Lot 1 in DP 1240469		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Michael Vance PO Box 7005, Warringah Mall, 2100 mv@gannetdevelopments.com.au Reference: Stormwater Pump Out SMRD	CODE <b>PC</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land SMRD Pty Ltd ACN 605 170 081		
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AM902 768	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council ACN 284 295 198		

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

DATE 28 August 2018

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

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

Signature of witness: Sarah Watson Signature of authorised officer: Paul David

Name of witness: SARAH WATSON Name of authorised officer: PAUL DAVID

Address of witness: 66 NORTHERN BEACHES COUNCIL Position of authorised officer: SENIOR DEVELOPMENT ENGINEER  
725 PITTWATER RD, DEE WHY

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

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

Company: SMRD Pty Ltd ACN 605 170 081

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

Signature of authorised person: [Signature]

Signature of authorised person: [Signature]

Name of authorised person: Charles Victor McIntosh  
Office held: Sole Director/Secretary

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

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. , agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of mortgagee: See page 3

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

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

## Annexure "A"

### Terms of Positive Covenant

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

- I. The registered proprietor will:
  - i. keep the structure and works clean and free from silt, rubbish and debris
  - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the 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:
    - (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.

CM



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

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

For the purposes of this covenant:


Structure and Works shall mean the on-site stormwater pump-out system constructed on the land as detailed on the plans approved by **Land and Environment Court, Case number 2016/00169513** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to pump stormwater from the basement of the land.

The Act means the Conveyancing Act 1919.

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

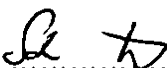
**NORTHERN BEACHES COUNCIL**

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

  
.....  
Signature of delegate

PAUL DAVID  
.....  
Name of delegate

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

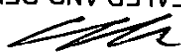
  
.....  
Signature of Witness

SARAH WATSON  
.....  
Name of Witness  
C/O NORTHERN BEACHES COUNCIL  
725 PITTWATER RD, DEE WHY  
.....  
Address of Witness


**MORTGAGEE CONSENT**

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level \_\_\_\_\_ Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

  
WITNESS  
KEVIN KIM  
Associate  
Corporate Property

Page 3 of 3

  
ATTORNEY  
RACHEL TWEEDY  
Director  
Corporate Property



Form: 13RPA  
Release: 3-1

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



**AN789727S**

Section 88E(3) Conveyancing Act 1919

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

(A) <b>TORRENS TITLE</b>	Lot 1 in DP 1240469		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Michael Vance PO Box 7005, Warringah Mall, 2100 mv@gannetdevelopments.com.au Reference: Stormwater ROU 5MRD	CODE <b>RV</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land 5MRD Pty Ltd ACN 605 170 081		
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AM 902 768	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council ACN 284 295 198		

(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 28 August 2018

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

Signature of witness: Sarah Watson

Signature of authorised officer: Paul David

Name of witness: SARAH WATSON

Name of authorised officer: PAUL DAVID

Address of witness: % NORTHERN BEACHES COUNCIL  
725 PITWATER RD, DEE WHY

Position of authorised officer: SENIOR DEVELOPMENT  
ENGINEER

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

Company: 5MRD PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Charles Victor McIntosh

Signature of authorised person: Paul David

Name of authorised person: Charles Victor McIntosh  
Office held: Sole Director/Secretary

Name of authorised person: Paul David  
Office held: Senior Development Engineer

(H) The mortgagee under mortgage No. \_\_\_\_\_

agrees to be bound by this restriction.

I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of mortgagee: See page 3

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

## Annexure "A"

### Terms of Restriction on the Use of Land

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

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written 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.

For the purposes of this covenant:

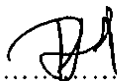
Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on plans approved by **Land and Environment Court, Case number 2016/00169513** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

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

**NORTHERN BEACHES COUNCIL**

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



Signature of delegate

PAUL DAVID

Name of delegate

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



Signature of Witness

SARAH WATSON

Name of Witness

CG NORTHERN BEACHES COUNCIL  
725 PITTWATER RD, DEE WHY  
Address of Witness



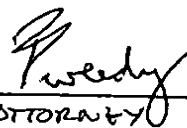
MORTGAGEE CONSENT

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:



WITNESS

KEVIN KIM  
Associate  
Corporate Property



ATTORNEY

RACHEL TWEEDY  
Director  
Corporate Property





Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales  
 Section 88E(3) Conveyancing Act 191

**AN789728Q**

**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) <b>TORRENS TITLE</b>	Lot 1 in DP 1240469		
(B) <b>LODGED BY</b>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Michael Vance PO Box 7005, Warringah Mall, 2100 mv@gannetdevelopments.com.au 0478165 383 Reference: Stormwater Detention SMRD	CODE  <b>PC</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land SMRD Pty Ltd ACN 605 170 081		
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AM902 768	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council ACN 284 295 198		

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

DATE 28 August 2018

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

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

Signature of witness: Sarah Watson Signature of authorised officer: Paul David

Name of witness: SARAH WATSON Name of authorised officer: PAUL DAVID

Address of witness: 56 NORTHERN BEACHES COUNCIL Position of authorised officer: SENIOR DEVELOPMENT  
725 PITWATER RD, DEE WHY ENGINEER

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

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

Company: SMRD Pty Ltd ACN 605 170 081

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

Signature of authorised person: [Signature]  
 Name of authorised person: Charles Victor McIntosh  
 Office held: Sole Director/Secretary

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

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. \_\_\_\_\_, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of mortgagee: \_\_\_\_\_

Name of witness: \_\_\_\_\_

See page 4

Address of witness: \_\_\_\_\_

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

## Annexure "A"

### Terms of Positive Covenant

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

- I. The registered proprietor will:
  - i. keep the structure and works clean and free from silt, rubbish and debris
  - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the 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:
    - (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.

*am*



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

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Land and Environment Court, Case number 2016/00169513 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.

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

**NORTHERN BEACHES COUNCIL**

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




.....  
Signature of delegate

PAUL DAVID

.....  
Name of delegate

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



.....  
Signature of Witness

SARAH WATTON

.....  
Name of Witness

C/O NORTHERN BEACHES COUNCIL  
725 PITTSWATER RD, DEE WHY  
.....  
Address of Witness



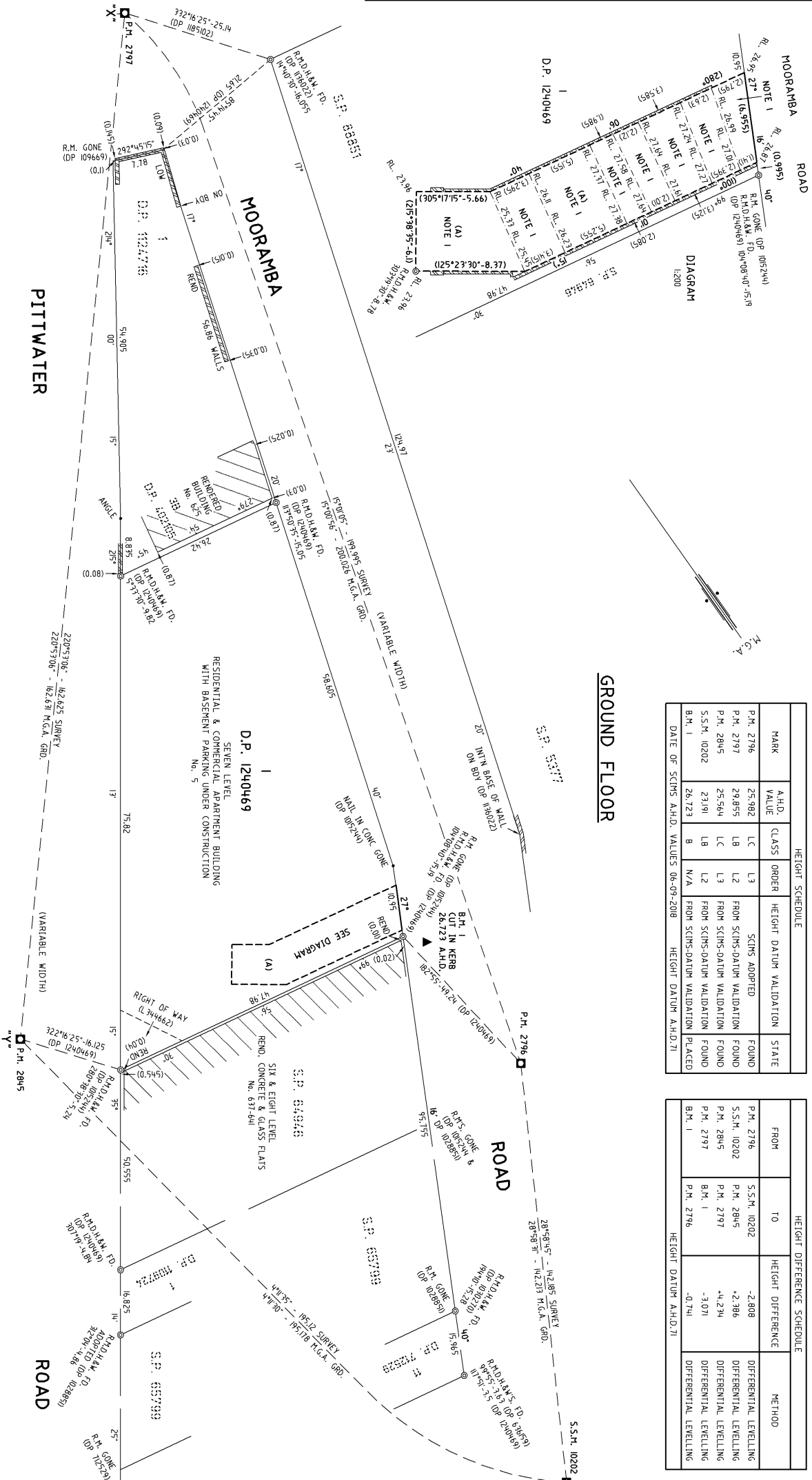
## MORTGAGEE CONSENT

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

WITNESS

  
\_\_\_\_\_  
KEVIN KIM  
Associate  
Corporate Property

  
\_\_\_\_\_  
ATTORNEY  
RACHEL TWEEDY  
Director  
Corporate Property



HEIGHT SCHEDULE				
MARK	A.H.D. VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION STATE
P.M. 2796	25.982	L.C.	L3	SCMS ADOPTED
P.M. 2797	29.855	L.B.	L2	FROM SCMS-DATUM VALIDATION FOUND
P.M. 2845	25.564	L.C.	L3	FROM SCMS-DATUM VALIDATION FOUND
S.S.M. 10202	23.191	L.B.	L2	FROM SCMS-DATUM VALIDATION FOUND
B.M. 1	26.723	B	N/A	FROM SCMS-DATUM VALIDATION PLACED
DATE OF SCMS A.H.D. VALUES 06-09-2008 HEIGHT DATUM A.H.D. 71				

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
P.M. 2796	S.S.M. 10202	-2.808	DIFFERENTIAL LEVELLING
P.M. 2845	P.M. 2797	+2.386	DIFFERENTIAL LEVELLING
P.M. 2797	B.M. 1	+4.234	DIFFERENTIAL LEVELLING
B.M. 1	P.M. 2796	-3.071	DIFFERENTIAL LEVELLING
HEIGHT DATUM A.H.D. 71			

(A) RIGHT OF CARRIAGEWAY 5.8 WIDE & VARIABLE WIDTH - LIMITED IN STRUTUM  
NOTE 1 - THIS PART OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE REGULAR SLOPING PLANES

COORDINATE SCHEDULE				
MARK	M.G.A. CO-ORDINATES	CLASS	ORDER	METHOD
P.M. 2796	340 963.740	B	2	FROM SCMS FOUND
P.M. 2797	340 961.922	B	2	FROM SCMS FOUND
P.M. 2845	340 963.661	B	2	FROM SCMS FOUND
S.S.M. 10202	340 962.626	B	2	FROM SCMS FOUND
B.M. 1	340 958.810	D	N/A	TRAVERSE PLACED
DATE OF SCMS COORDINATES 06-09-2008 M.G.A. ZONE: 56 M.G.A. DATUM: GDA94 COMBINED SCALE FACTOR = 0.999904				

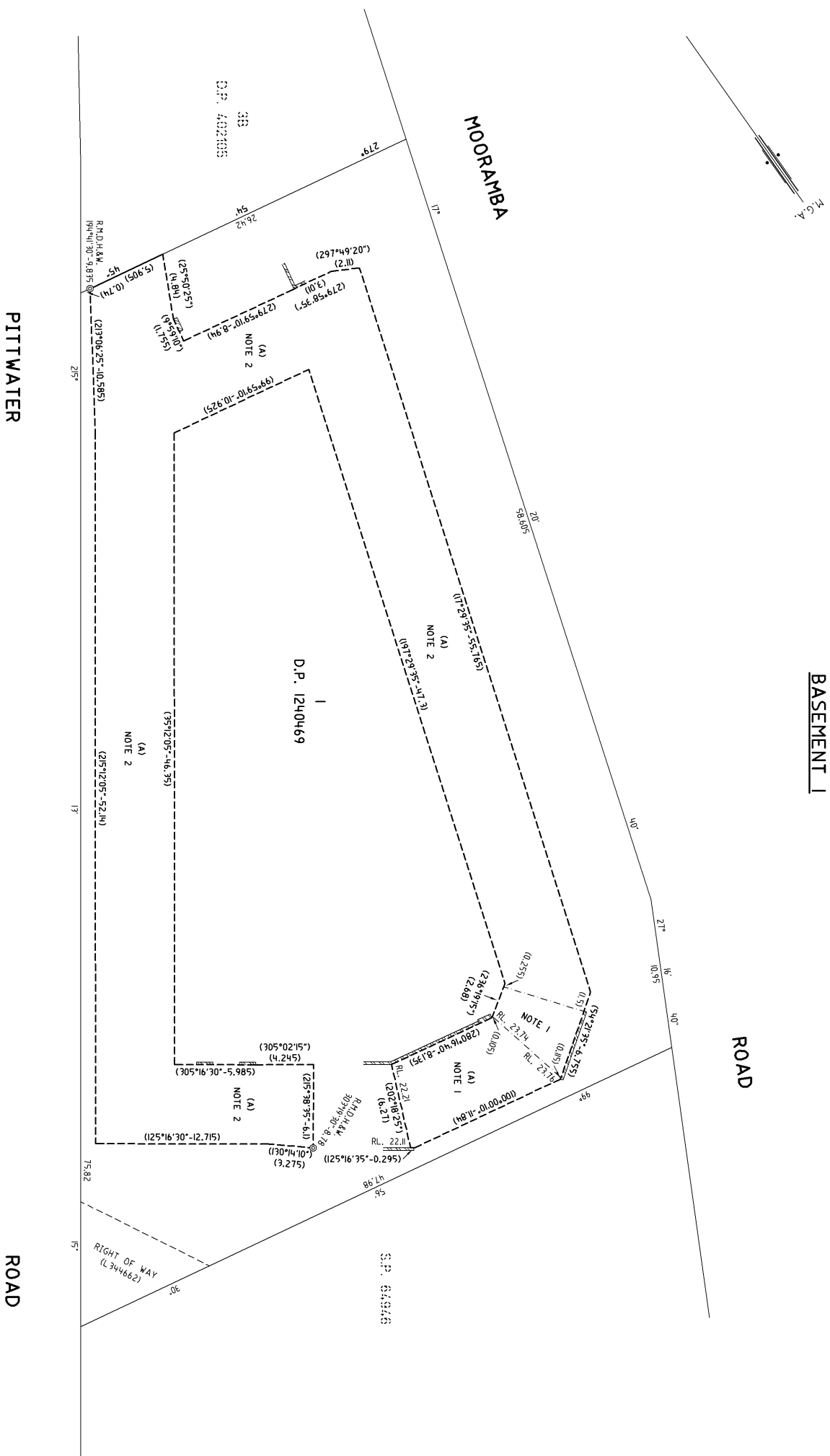
SURVEYOR  
Name: WARREN L. BEE  
Date: 06-09-2018  
Reference: 19758

PLAN OF RIGHT OF CARRIAGEWAY WITHIN  
LOT 1 IN D.P. 1240469

L.G.A. NORTHERN BEACHES  
Locality: DEE WHY  
Reduction Ratio: 1:400  
Lengths are in metres

REGISTERED  
23.11.2018

DP1248570



(A) RIGHT OF CARRIAGEWAY 5.8 MIDE & VARIABLE WIDTH - LIMITED IN STRATHMORE

NOTE 1 - THIS PART OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE REGULAR SLOPING PLANES

NOTE 2 - THIS PART OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO RL. 23.96 LIMITED IN HEIGHT TO RL. 26.06 A.H.D.

<p><b>SURVEYOR</b></p> <p>Name: WARREN L. BEE</p> <p>Date: 06-09-2018</p> <p>Reference: 19758</p>	<p><b>PLAN OF RIGHT OF CARRIAGEWAY WITHIN LOT 1 IN D.P. 1240469</b></p>	<p>L.G.A.: NORTHERN BEACHES</p> <p>Locality: DEE WHY</p> <p>Reduction Ratio: 1:200</p> <p>Lengths are in metres</p>	<p>REGISTERED</p> <p> 23.11.2018</p>	<p><b>DP1248570</b></p>
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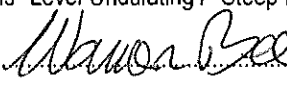
DP1248570

ROAD



NOTE 4 - THIS PART OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH (A) IS LIMITED IN DEPTH TO RL. 18.42 LIMITED IN HEIGHT TO RL. 20.62 A.H.D.

<p><b>SURVEYOR</b>  Name: WARREN L. BEE  Date: 06-09-2018  Reference: 19/758</p>	<p><b>PLAN OF RIGHT OF CARRIAGEWAY WITHIN LOT 1 IN D.P. 1240469</b></p>	<p><b>L.G.A.: NORTHERN BEACHES</b>  Locality: DEE WHY  Reduction Ratio: 1:200  Lengths are in metres</p>	<p><b>REGISTERED</b>    23.11.2018</p>	<p><b>DP1248570</b></p>
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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only Registered:  23.11.2018 Title System: TORRENS			Office Use Only <h1>DP1248570</h1>		
<b>PLAN OF RIGHT OF CARRIAGEWAY          WITHIN LOT 1 IN DP 1240469</b>			LGA: Northern Beaches Locality: Dee Why Parish: Manly Cove County: Cumberland		
<b>Survey Certificate</b> I, Warren L Bee ..... of PO Box 330, Forestville NSW 2087 ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 6/09/2018 ..... or *(b) The part of the land shown in the plan ( <del>*being/*excluding **</del> .....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X-Y ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 19/10/18. Surveyor Identification No: 448..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			<b>Crown Lands NSW/Western Lands Office Approval</b> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....		
Plans used in the preparation of survey/compilation.  DP 1240469			<b>Subdivision Certificate</b> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....  *Strike through if inapplicable.		
Surveyor's Reference: 19758			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



23.11.2018

Office Use Only

Office Use Only

PLAN OF RIGHT OF CARRIAGEWAY  
WITHIN LOT 1 IN DP 1240469

DP1248570

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1) Right of Carriageway 5.8 wide and Variable Width – Limited in Stratum

~~and Easement for wall penetration.~~

Executed on behalf of 5MRD Pty Ltd (ACN 605 170 081) in accordance with the requirements of Section 127 of the Corporations Act 2001 by: pursuant to Power of Attorney  
BK 4743 NO 305

ANTHONY METE  
DIRECTOR (name block letters)  
Attorney

MICHAEL BEN VANCE  
SECRETARY (name block letters)  
WITNESS

Signature of Director Attorney

Signature of Secretary WITNESS

17B Albert St Freshwater NSW 2096  
Name and address of witness Attorney

1A Green St BROOKVALE NSW 2100  
Name and address of witness

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

Executed on behalf of JE & ES INVESTMENTS PTY LTD ACN001138361  
in accordance with section 127 of the Corporations Act 2001:

JOAN E. BROWNE  
Director (name in block letters)

JE Browne  
Director (name in block letters)

Signature of Director

Signature of Director

Michael Vance 1a Green St Brookvale  
Name and address of witness

Michael Vance 1a Green St Brookvale  
Name and address of witness

Signature of Witness

Signature of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19758

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



23.11.2018

Office Use Only

Office Use Only

PLAN OF RIGHT OF CARRIAGEWAY  
WITHIN LOT 1 IN DP 1240469

DP1248570

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

MORTGAGEE CONSENT

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:

WITNESS

KEVIN KIM  
Associate  
Corporate Property

ATTORNEY

ADRIAN STEER

If space is insufficient use additional annexure sheet

Surveyor's Reference: 19758

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 6 sheets**

**Plan: DP1248570**

Plan of Right of Carriageway in Lot 1 in  
DP 1240469

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

5MRD Pty Ltd  
ACN 605 170 081  
1A Green Street  
BROOKVALE NSW 2100

**PART 1 CREATION**

<b>Number of item shown in the intention panel of the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s)</b>	<b>Benefited lot(s), road(s), bodies or Prescribed Authorities</b>
1	Right of Carriageway 5.8 wide & variable width (limited in Stratum)	Lot 1 in DP 1240469	Lot 1 in DP 1124716;  Lot 3B in DP 402105; and  Lot 1 in DP 1135592.

Lengths are in metres

Sheet 2 of 6 sheets

# DP1248570

## Part 2 (Terms)

### 1. INTERPRETATION

#### 1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes the employees, agents, contractors, customers, clients, visitors (with or without invitation), lessees, sub-lessees, concessionaires, occupants, licensees and invitees of the Grantee.

**Building** means the building constructed on the Lots Burdened.

**Easement** means this Section 88B Instrument.

**Easement Site** means in relation to an easement in this easement:

- (a) the site of an easement (limited by height and depth) on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

**Grantee** means the owner of an estate in fee simple of the Lots Benefited.

**Grantor** means the Owner of the Lots Burdened.

**Grantor's Associates** means each and every of the Grantor's employees, agents, contractors, customers, clients, visitors (with or without invitation), lessees, sub-lessees, sub-sub-lessees, licensees, concessionaires, invitees and occupants.

**Improvement** includes without limitation, any structure, retaining walls, piers or piling, stairs, hard landscaping (including paving, slabs, kerbs and similar) and soft landscaping (including plants, grass, trees and similar).

**Lots Benefited** means the lots benefited by an easement, positive covenant or restriction on use in this instrument.

**Lots Burdened** means the lots burdened by an easement, positive covenant or restriction in this instrument.

**Owner** means the Grantor.

**Plan** means the Plan of Right of Carriageway within Lot 1 in DP 1240469

**Vehicle(s)** means any car or bicycle (motorised or otherwise) and specifically excludes all waste collection vehicles and trucks of any kind.

### 2. TERMS OF EASEMENT –RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH

#### 2.1 Grant

- (a) If development consent is granted in respect of the Lot Benefited, a condition of which requires vehicular access through the Lot Burdened ("**Relevant Consent**"), and the Grantee builds a building on the Lot Benefited in accordance with the Relevant Consent, then this Easement (with the rights conferred under clause 2.2) will operate for the benefit of the Grantee and any Authorised User from the date 14 days after a notice is served on the Owner ("**Notice**") attached to which must be a copy of the

# DP1248570

Lengths are in metres

Sheet 3 of 6 sheets

Relevant Consent together with evidence that the new building on the Lot Benefited has reached a stage where the Grantee reasonably expects to be seeking an occupation certificate within the next 2 months after the date of the Notice. Until the time that the Notice is served on the Owner, this easement confers no rights or privileges on the Grantee or any Authorised user.

- (b) If, after service of the Notice, the Grantee:
  - (i) permanently ceases to use this Easement, or
  - (ii) because of the nature of use of the Lot Benefited, use of this easement becomes impractical, or
  - (iii) the Grantee ceases to use the Lot Benefited pursuant to the Relevant Consent,

then the Grantee must cease to use the Easement Site, and the Owner may, by notice to the Grantee, require the Grantee (subject to clause 2.1(d)) to surrender this Easement.

- (c) The Grantee's rights under this clause 2 are at all times subject to clauses 2.2 and 2.3.
- (d) This instrument may not be released, varied or modified without the consent of Northern Beaches Council (ABN 57 284295 198).

## 2.2 Grantee's rights

- (a) The Grantee may create one or more penetrations in the wall ("**Penetrations**") of the Building within the locations shown on the plan, and in each case having a width of not more than 3 metres and a height of not more than 2 metres in the areas on each relevant level shown as "Future Access" on the Plan. This right will be subject to the following conditions:
  - (i) The Grantee must obtain all necessary town planning consents required for the work to create the Penetrations ("**Penetrations Works**") and use of the Penetrations;
  - (ii) The Grantee must provide the Owner with a report from a licensed structural engineer demonstrating, to the reasonable satisfaction of the Owner, that the proposed Penetrations will have no material impact on the structural integrity of the Building and will not permit water to enter the Building;
  - (iii) The Penetrations Works must, to the greatest extent practical, be done from the outside of the Building and in a way which causes the minimum interruption to users of the Building;
  - (iv) The Grantee must ensure that the Penetrations Works are done by licensed contractors, and are done in a good and workmanlike manner. The Grantee must provide to the Grantor evidence that all contractors carrying out work which affects the Lots Burdened have such insurance as the Grantor may reasonably require;
  - (v) The Grantee will be principal contractor in respect of the Penetrations Works;
  - (vi) The Grantee must pay all costs associated with the Penetrations Works;
  - (vii) The Grantee must pay, whenever they arise, any costs associated with the Penetrations Works, and rectification of any damage caused to the Building (whether directly or indirectly) by the Penetrations Works or use of this Easement by Authorised Users;

# DP1248570

Lengths are in metres

Sheet 4 of 6 sheets

- (viii) The Grantee must ensure that the Penetrations (and Penetrations Works) does not permit water to enter the Building; and
  - (ix) The Grantee must install security operated roller doors to close the Penetrations ("**Roller Doors**") before the Grantee or any Authorised User is permitted to use the Easement.
- (b) Once the Penetrations are created, and all necessary approvals are obtained from relevant consent authorities, then the Grantee and any Authorised User may utilise the Easement Site to pass and repass at all times to and from the said dominant tenement or any part thereof subject to the following terms:
- (i) This Easement is for vehicular access only ie for Authorised Users in or on Vehicles. Vehicles must be restricted to a height of not more than 2m and a weight (including load) of not more than ~~2,000~~ <sup>3,000</sup> kg; 2.2
  - (ii) The Easement Site must not be used for pedestrian access or for access for construction purposes;
  - (iii) Authorised Users may only use the Easement Site for ~~access from~~ <sup>passage between</sup> Mooramba Road ~~to the~~ <sup>and</sup> Penetration, and the Easement Site must not be used for parking or for loading or unloading; EJB
  - (iv) Authorised Users must use only those areas designated by the Owner for vehicular access within Easement Site and Authorised Users must comply with all reasonable requirements of the Owner in relation to direction of traffic, safety and use of the Easement Site;
  - (v) The Owner may install boom gates or other security measures which control access to the Building, provided that the Owner provides the Grantee with a reasonable number of security access cards or keys to operate these control measures. These cards or keys must be provided to the Grantee at the same cost as the cost of providing replacement cards or keys to the owners of lots in the Building;
  - (vi) If any Authorised User causes any damage to the Lot Burdened, then the Grantee must immediately cause the damage to be rectified, or must reimburse to the Owner (on demand) the cost of rectifying any such damage;
  - (vii) The Owner may temporarily close the Easement Site in an emergency;
  - (viii) The Owner may temporarily close part of the Easement Site to permit works on the Building provided that it provides a viable alternative route to give access from [street] to the Penetrations; and
  - (ix) The Grantee must ensure that the Roller Doors are closed and locked at all times except when required for access to and from the Lot Benefited. The Grantee must provide access keys to the Roller Doors to the Owner.

### 3. Release and indemnity

#### 3.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

#### 3.2 Release

The Grantee, its Authorised Users and any member of the public (as the case may be) enter upon the Easement Site at their own risk and hereby release the Grantor from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering the Easement Site under the

# DP1248570

Lengths are in metres

Sheet 5 of 6 sheets

terms of any easement in this instrument unless the loss is caused by the wilful acts or omissions or negligence of the Grantor.

### 3.3 Indemnity

The Grantee agree to indemnify the Grantor against any loss suffered or incurred by the Grantor arising from or in consequence of the use of the Easement Site or any Lots Burdened by the Grantee, its Authorised Users and any member of the public, including but not limited to:

- (a) damage to the Easement Site or any Lots Burdened, except fair wear and tear;
- (b) damage to any property of the Grantor or any other person; and
- (c) injury to any person on or near any Lots Burdened; and
- (d) defacement or littering of the Easement Site.

### 3.4 Reduction of indemnity

The indemnities given under clause 3.3 will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Grantor or its officers, employees, contractors or agents.

## STANDARD EXECUTION

*Grantor*  
SIGNED By Anthony Mete as attorney  
for the Vendor 5MRD PTY LTD  
ACN 605 170 081 under Power of  
Attorney Book 4747 NO 72 in the  
presence of :

*Mh*  
Signature of Witness

*Michael Vance*  
(Full name of witness)

*[Signature]*  
Anthony Mete

Executed by the National Australia Bank Limited

Lengths are in metres

Sheet 6 of 6 sheets

# DP1248570

SIGNED for and on behalf of J E & E J  
INVESTMENTS PTY LTD ACN 001 138  
361 in accordance with section 127 of  
the Corporations Act 2001:

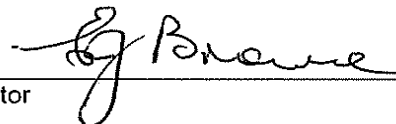


Director / Secretary

JOHN EDWARD BROWNE  
(Full name of signatory)

Director

Director



EILEEN JANETTE BROWNE  
(Full name of signatory)

Director

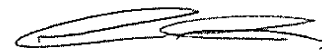
(Full name of signatory)

SIGNED SEALED AND DELIVERED for and  
on behalf of NATIONAL AUSTRALIA BANK  
LIMITED ABN 12 004 044 937 by its Attorney  
who holds the position of Level 2 Attorney  
under Power of Attorney Registered No 39  
Book 4512 in the presence of:



WITNESS

KEVIN KIM  
Associate  
Corporate Property



ATTORNEY

ADRIAN STEER

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

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



**AP447194M**

**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/SP98753

(B) **LODGED BY**

Document  
Collection  
Box

**6326J**

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

Strata Choice Pty Ltd

Locked Bag 1919

St Leonards NSW 1590

ph. 8424 9700

Reference: Account No. 132145H

CODE

**CH**

(C) The Owners-Strata Plan No. 98753 certify that a special resolution was passed on 12/3/2019 & 20/06/2019

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

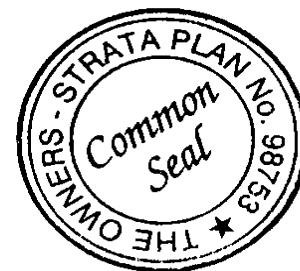
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY LAW 47, 1, 2, 3 & 4

Amended by-law No. NOT APPLICABLE

as fully set out below:

see attached Annexure



(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"

(G) The seal of The Owners-Strata Plan No. 98753 was affixed on 6/8/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

Name: Scott Martin

Authority: Strata Managing Agent

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Authority: \_\_\_\_\_

OFF SG  
OX CI

## ANNEXURE "A"

Plan 98753

### **By-Law 1 Noise**

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

### **By-Law 2 Vehicles**

1. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
2. The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

### **By-Law 3 Obstruction of common property**

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

### **By-Law 4 Damage to lawns and plants on common property**

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

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

## **By-Law 5**

### **Damage to common property**

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the 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 sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
  - e. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
4. Any such locking or safety device, screen, other device, structure or sign 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, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

## **By-Law 6**

### **Behaviour of owners and occupiers**

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

## **By-Law 7**

### **Children playing on common property in building**

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

## **By-Law 8**

### **Behaviour of invitees**

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

## **By-Law 9**

### **Depositing rubbish and other material on common property**

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

## **By-Law 10**

### **Hanging out of washing**

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

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

## **By-Law 11**

### **Cleaning windows and doors**

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

## **By-Law 12**

### **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.

## **By-Law 13**

### **Changes to floor coverings**

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.

## **By-Law 14**

### **Floor coverings**

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

## **By-Law 15**

### **Garbage disposal**

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:
  - a. must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - b. must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
  - c. if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
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.
5. This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

## **By-Law 16**

### **Keeping of animals**

#### **Option B**

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 the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
3. If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then 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 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.

## **By-Law 17**

### **Appearance of lot**

1. The owner or occupier of a lot must not, except with 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

## **By-Law 18**

### **Change in use of lot to be notified**

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

## **By-Law 19**

### **Preservation of fire safety**

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

## **By-Law 20**

### **Prevention of hazards**

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

## **By-Law 21**

### **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. security services,
  - b. promotional services,
  - c. advertising,
  - d. commercial cleaning,
  - e. domestic services,
  - f. garbage disposal and recycling services,
  - g. electricity, water or gas supply,
  - h. telecommunication services (for example, cable television).
2. If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

## **By-Law 22**

### **Controls on hours of operation and use of facilities**

1. The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
  - a. that commercial or business activities may be conducted on a lot or common property only during certain times,
  - b. that facilities situated on the common property may be used only during certain times or on certain conditions.
2. An owner or occupier of a lot must comply with a determination referred to in clause (1).

## **By-Law 23**

### **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 used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **By-Law 24**

### **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

## **By-Law 25**

### **Definitions**

In this By-Law instrument the following words have the following meanings ascribed to them unless the context otherwise requires:

**"air conditioning unit"** means the individual air conditioning unit or units as the case may be that exclusively service an individual lot together with pipes, wires, cables, fan coils and ducts and the like located within or servicing the lot;

**"building"** means the Strata Scheme created on the registration of the Strata Plan;

**"invitee(s)"** means a person who is a guest invitee or authorised employee or contractor of an owner or occupier or of the Owners Corporation;

**"owner(s)"** means the owners(s) for the time being of a lot or lots;

**"residential lots"** means any one of lots 1 - 123 inclusive;

**"retail/commercial lots"** means lots 124 - 134 inclusive;

**"rooftop lot"** means lot 135 & 136;

**"rules"** means the rules made under these By-Laws;

## **By-Law 26**

### **Air conditioning units for retail/commercial lots**

26.1 Each of the retail/commercial lot owners shall have at all times hereafter free of any fee the right to supply and install at their own cost an air conditioning unit connected to their lot subject to the provisions of this By-Law.

26.2 The right to install and connect such systems is subject to the system:

- a. being installed by a suitably licensed and insured tradesperson;
- b. being insured, operated, maintained, repaired and replaced at the cost of the respective lot owner and
- c. being in accordance with the Owners Corporation's reasonable requirements and any other applicable authority.

26.3 The lot owner must:

- a. accept liability for any damage caused to the common property or their lot as a result of the system and its' installation and make good that damage immediately after it occurs; and
- b. at all times indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal fees) as a result of the performance, maintenance or repair/replacement of the system and will pay these costs on demand.

26.4 If the owner fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part or parts of the lot to carry out that work;
- c. recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.

## **By-Law 27**

### **Responsibility for costs and expenses of maintaining, repairing, cleaning and replacing common property areas the subject of exclusive use by-laws**

27.1 Unless a By-Law specifies otherwise the Owners Corporation is to continue to be responsible for the proper maintenance, repair, cleaning and replacing the common property including common property areas the subject of exclusive use and special privilege By-Laws.

27.2 The owners must give the Owners Corporation access to those common property areas the subject of exclusive use and special privilege By-Laws at all times to allow the Owners Corporation to inspect and carry out any necessary maintenance, repairs, cleaning or replacement of those areas.

## **By-Law 28**

### **Signage (residential lots)**

28.1 An owner or occupier of a residential lot must not without the prior consent of the Owners Corporation affix or exhibit any sign, placard, banner, light, advertisement, name or notice in any window or other part of the lot unless it is inside the lot and is not visible from outside the lot.

28.2 Notwithstanding the above provisions, an owner of a residential lot may erect a "For Sale" sign without requiring approval of the Owners Corporation subject to strict compliance of the following conditions:

- i. One sign only per Lot;
- ii. The size of the sign being no greater than 1.2m<sup>2</sup> and non-illuminated;
- iii. The sign must be removed within five (5) days of sale;
- iv. The sign to be located on the planter box facing Pittwater Road only without damage to the common property.

28.3 The Developer intends to display "For sale" and "For lease" signs for any lot not sold or leased.

## **By-Law 29**

### **Planter boxes and pot plants (residential lots)**

29.1 An owner or occupier of a residential lot shall in respect of any planter box or pot plant on the balcony or terrace of the lot ensure that:

- a. all plants and soil are properly kept and maintained;
- b. no water goes on to the common property or another lot when watering the planter box or pot plant.

29.2 An owner or occupier must not use any planter box or pot plant in such a way that will:

- a. damage common property or another lot; or
- b. create a nuisance or hazard.

## **By-Law 30**

### **Aerials satellite dishes and security devices**

An owner or occupier must not (unless with the prior consent of the Owners Corporation) attach or hang any aerial, satellite dish or security device or wires to or from the outside of the lot.

## **By-Law 31**

### **Window coverings residential lots**

An owner or occupier of a residential lot must not install any blinds, curtains, louvres or other window treatment ("window treatment") to the lot visible from outside that lot other than window treatment having a backing in an off-white or cream colour or otherwise approved by the Owners Corporation. In giving its approval the Owners Corporation must ensure so far as practicable that any backing used presents a uniformed appearance viewed from outside the building.

## **By-Law 32**

### **Use of retail/commercial lots**

32.1 The owner or occupier of a retail/commercial lot shall have the right to use their retail/commercial lot for any retail/commercial purposes respectively permitted by law subject to the following conditions:-

- a. obtaining the prior written approval of the Owners Corporation to such use and the works associated with same which may be given subject to such conditions as the Owners Corporation may deem appropriate provided such approval(s) shall not be unreasonably withheld;
- b. compliance with all relevant planning laws imposed by any governmental authority and the obtaining by the owner of all relevant consents to the proposed use of the retail/commercial lot from all relevant consent authorities;
- c. the owner shall from time to time pay on demand by the Owners Corporation to the Owners Corporation all extra or excess premiums and other charges (if any) for insurances effected by the Owners Corporation payable on account of the extra risk caused by the use to which the retail or commercial lot is put by the owner;
- d. the owner or occupier will not at any time do or suffer to be done or allow any act matter or thing upon the retail/commercial lot or bring or keep anything therein whereby any insurance relating to the retail/commercial lot against damage by fire and other risks may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and where the Owners Corporation shall approve in writing of any proposal of the owner to increase the risk of fire the owner shall pay all additional premiums of insurance (if any) required on account of the additional risk caused by the use to which the premises are put by the owner with the approval aforesaid.

32.2 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.

32.3 If the owner or occupier fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part or parts of the lot to carry out that work;
- c. recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.

## **By-Law 33**

### **Signage (residential/commercial lots)**

33.1 The owners of retail/commercial lots are conferred with the special privilege of having the exclusive use and enjoyment of that part of the common property directly outside the lot and facing the street including the underside of the awning directly outside the lot as is reasonably necessary solely for the purposes of erecting and keeping an awning sign and/or a sign thereon (the "signage") (such signage to be of reasonable size and character) and also the special privilege of altering that part of the common property directly outside the lot as aforesaid which is necessary for the purposes of erecting the signage and effecting structural work or installation or power connection associated therewith subject to the following conditions:-

- a. obtaining the prior written consent of the Owners Corporation to such signage and the works associated with same subject to such conditions as the Owners Corporation may deem

- appropriate provided such approval(s) shall not be unreasonably withheld;
- b. the owners shall be solely responsible at its cost and expense for the proper maintenance and keeping in a state of good service and/or repair the part of the common property as altered and the signage erected by such owner;
  - c. all necessary permits, licences or consents required by the consent authority or any other statutory or lawful authority for the installation of the signage must be obtained before the signage is carried out and the Owners Corporation will not unreasonably withhold its consent to any application by the owner for approval to any such signage by the consent authority or other statutory or lawful authority as aforesaid;
  - d. the owners must not do or suffer to be done in or to the common property any act or thing by reason of which any increase or actual premium may become payable for this insurance thereof and the owners shall from time to time on demand by the Owners Corporation pay to the Owners Corporation all extra or excess premiums and other charges (if any) for insurance effected by the Owners Corporation payable on account of the extra risk causes by any matter or thing arising out of the signage of the owner or the use of the common property by the owner;
  - e. the owners shall be responsible, at its sole cost and expense, for making good any damage caused to the common property directly or indirectly as a result of the installation of the signage and shall indemnify and keep indemnified the Owners Corporation in respect of any damage to the common property arising out of the signage being or having been installed;
  - f. the owners shall be the owners of the signage and in the event that the signage has to be removed by order of the relevant authority or the Owners Corporation, the owner of the lot, at its sole cost and expense must in compliance with the reasonable requirements of that authority or the Executive Committee of the Owners Corporation:-
    - i. do so; and
    - ii. make good any damage to the common property as a result of such removal,

and the Owners Corporation is conferred with the power and authority to carry out the necessary work and recover the costs of carrying out the work hereinbefore referred to from the respective owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid if the owner or occupier fails to comply with any obligation under this By-Law.

33.2 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.

33.3 This special privilege in relation to signage does not extend to the fascia of the awning of the building.

33.4 Notwithstanding the above provisions, an owner of a retail/commercial lot may erect a "For Sale" sign without requiring approval of the Owners Corporation subject to strict compliance of the following conditions:

- i. One sign only per Lot;
- ii. The size of the sign being no greater than 1.2m<sup>2</sup> and non-illuminated;
- iii. The sign must be removed within five (5) days of sale;
- iv. The sign to be located on the planter box facing Pittwater Road only without damage to the common property.

33.5 The Developer intends to display "For sale" and "For lease" signs for any lot not sold or leased.

## **By-Law 34**

### **Retail/commercial shopfronts and entry doors**

34.1 An owner or occupier of a retail/commercial lot must keep clean and maintain in good condition and repair or replace as necessary any shop front or entry door relating to such lot whether a part of the lot or common property.

## **By-Law 35**

### **Common property keys and locks**

35.1 The Owners Corporation shall have the power to control the issue of keys, cards or devices to common property areas by means including but not limited to restricting the number of keys, cards or devices requiring the payment of a deposit for the issue of a key, card or device etc.

35.2 Upon request by the Owners Corporation the owner or occupier of a lot must return all keys in its possession or control being keys, cards or devices which operate common property doors or other security apparatus to or within the building.

## **By-Law 36**

### **Rooftop lot**

36.1 Proposed lots 135 and 136 in the Draft Strata Plan situated on the roof of the Buildings may be retained by the Vendor or its assigns of lots 135 and 136, any may be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment and associated services and connections or any other equipment or facility allowed by any competent authority, and installed in accordance with the approval and requirements of such authority ("The Equipment"). All costs associated with the installation, maintenance and operation of the Equipment will be the sole responsibility of the proprietor of lots 135 and 136 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the Equipment, the additional cost will be the responsibility of the proprietor of lots 135 and 136.

36.2 The Owners Corporation will promptly provide its consent to any application to any competent authority relating to the Equipment requested by or on behalf of the proprietor of lots 135 and 136.

36.3 Provided the proprietor of lots 135 and 136 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of the Equipment, the Owners Corporation (nor any owner or occupier) must not make any objection to the use of the lots (or part thereof) as contemplated by this By-Law.

### **By-Law 37**

#### **Fenced outdoor area**

37.1 An owner or occupier of a lot and their guests may use the fenced outdoor area on the common property. An owner or occupier of a lot must accompany their guests when they are in this area.

37.2 The Owners Corporation must control, manage, operate and maintain the fenced outdoor area. Nothing requires the Owners Corporation to supervise the use of the fenced outdoor area by the owner or occupier of a lot and their guests.

37.3 An owner or occupier of a lot and their guests may use the fenced outdoor area between the hours of 8:00am to 8:45pm each day (or at other hours authorized by the Owners Corporation).

37.4 An owner or occupier of a lot and their guests may not use the fenced outdoor area for any non-recreational purpose (unless authorized by the Owners Corporation).

### **By-Law 38**

#### **Moving and delivering of furniture and goods**

38.1 A lot owner must:

- a. make arrangements with the Owners Corporation at least 48 hours before moving furniture or goods through the Building.
- b. reserve use of the lift or any applicable part of the carpark (if these areas are needed for the delivery of the furniture or goods);
- c. move furniture and goods through the Building according to the instructions of the Owners Corporation; and
- d. comply with the reasonable requirements of the Owners Corporation about moving furniture and goods through the Building, including requirements to fit an apron cover to the lift while moving the furniture or goods.

### **By-Law 39**

#### **Access for maintenance of skylights**

39.1 The Owners must give the Owners Corporation access to their lots upon giving reasonable notice to allow the Owners Corporation to inspect and carry out any necessary maintenance to the skylights when required.

## **By-Law 40**

### **Grease trap**

40.1 In connection to any existing or proposed grease trap, the owner or occupier of Lots 125 and 128 in the proposed scheme must:-

- a. Comply with all conditions of approval of Northern Beaches Council and Sydney Water;
- b. Use a licensed plumber; &
- c. Carry out the connection in a proper workmanlike manner.

40.2 The owner or occupier of Lots 125 and 128 in the proposed scheme must at his own cost repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair, renewal, or removal of a connection to a grease trap.

40.3 In using a grease trap the owner or occupier of Lots 125 and 128 must:-

- a. fulfill the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and
- b. only use the grease trap for its intended purpose as a grease trap and for no other plumbing purpose.

40.4 The owner or occupier of Lots 125 and 128 shall be responsible to keep the grease trap and any connection to it;-

- a. properly and adequately maintained in a state of good and serviceable repair,
- b. adequately clean and free of vermin and
- c. regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, Sydney water, Northern Beaches Council and any other Government or Regulatory Authority.

40.5 Where the grease trap serves or is used by more than one lot then each of the owners  
or  
occupiers of the lots so serviced shall be jointly and severally responsible and liable  
and  
liable to meet the obligations and liabilities imposed by this by law.

40.6 The owner or occupier of Lots 125 and 128 must indemnify the Owners Corporation and the owners and occupiers of other lots against any liabilities or expense that would not have been incurred if the grease trap had not been used.

40.7 The Owners Corporation by its servants and agents shall be entitle to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to the owner or occupier of Lots 125 and 128 to inspect such areas or for any other purpose permitted under the Act.

## **By-Law 41**

### **Exhaust fan**

41.1 In connection to any existing or proposed exhaust fan, the owners or occupiers of Lots 125 and 128 in the proposed scheme must properly maintain and keep the common property to which their exhaust fan works are erected or to be erected in a state of good and serviceable repair and subject to any reasonable requirements of the owners corporation.

41.2 So much of the exhaust fan works that are visible from outside a lot, must be in keeping with the rest of the building.

41.3 The exhaust fan works shall remain the owner's fixtures.

41.4 If any Owners fail to comply with any obligation under this by law, then the Owners Corporation may:

- a. Carry out all necessary works to perform that obligation;
- b. Enter upon any part of the parcel to carry out that work; &
- c. Recover the costs of carrying out that work from the defaulting Owner.

41.6 Where the exhaust fan serves or is used by more than one lot then each of the owners or  
occupiers of the lots so serviced shall be jointly and severally responsible and liable  
and  
liable to meet the obligations and liabilities imposed by this by law.

## **By-Law 42**

### **Exclusive use by-law 1**

42.1 Use of Common Property - Lot 124

The proprietor for the time being of Lot 124 ("the Lot") shall be entitled to use that part of the common property shown as "(A) PT 124 - 13m<sup>2</sup>" on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

Annexure below

## **By-Law 43**

### **Exclusive use by-law 2**

#### **43.1 Use of Common Property- Lot 125**

The proprietor for the time being of Lot 125 ("the Lot") shall be entitled to use that part of the common property shown as "(B) PT 125 - 6m<sup>2</sup> on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables, umbrellas and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

## **By-Law 44**

### **Exclusive use by-law 3**

#### **44.1 Use of Common Property- Lot 126**

The proprietor for the time being of Lot 126 ("the Lot") shall be entitled to use that part of the common property shown as "(C) PT 126 - 13m<sup>2</sup> on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

## **By-Law 45**

### **Exclusive use by-law 4**

#### **45.1 Use of Common Property - Lot 127**

The proprietor for the time being of Lot 127 ("the Lot") shall be entitled to use that part of the common property shown as "(D) PT 127 - 10m<sup>2</sup>" on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

## **By-Law 46**

### **Exclusive use by-law 5**

#### **46.1 Use of Common Property- Lot 128**

The proprietor for the time being of Lot 128 ("the Lot") shall be entitled to use that part of the common property shown as "(E) PT 128 - 33m<sup>2</sup>" on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables, umbrellas and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

# By-Law 42 to 46 Annexure

Req:R818135 /Doc:SP 0098753 D /Rev:24-Dec-2018 /Sts:SC.OK /Pgs:ALL /Prt:16-Jan-2019 13:46 /Seq:21 of 22  
 Ref:19758 /Src:B

Approved Form 7	Strata Plan By-laws	Sheet 21 of 22 sheet(s)
Registered: 21.12.2018	<h1 style="margin: 0;">SP98753</h1>	Office Use Only

**PLAN**  
 OF EXCLUSIVE USE AREAS ON THE GROUND FLOOR  
 WITHIN S.P. 98753 FOR LOTS 124, 125, 126, 127 & 128  
 RATIO 1:125

**NOTES:**  
 CP - DENOTES COMMON PROPERTY  
 PR - DENOTES PROLONGATION OF FACE OF WALL  
 DENOTES EXCLUSIVE USE AREA WHOLLY COVERED

**EXCLUSIVE USE AREAS**

(A) PT 124 13m <sup>2</sup>
(B) PT 125 6m <sup>2</sup>
(C) PT 126 13m <sup>2</sup>
(D) PT 127 10m <sup>2</sup>
(E) PT 128 33m <sup>2</sup>

DATE: 04/11/2018  
 REFERENCE: 19758

## **Special By-law 47**

### **Empowering by-law – Delegation Minor Renovations**

#### **PART 1 DEFINITIONS & INTERPRETATION**

##### **1.1 In this by-law:**

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
  - (i) installing or replacing wood or other hard floors; and
  - (ii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

##### **1.2 In this by-law a word which denotes:**

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

#### **PART 2 GRANT OF RIGHTS**

- 2.1** In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

## STRATA SCHEME 98753

### Special By-law 1: Air-conditioning units

#### PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is

- (i) audible from outside the Lot;
- (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
- (iii) will occupy part of the common property.

For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.

(c) **Insurance** means:

- (i) contractors all risk insurance 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);
- (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
- (iii) workers compensation insurance, if required.

(d) **Lot** means a lot in strata scheme 98753.

(e) **Owner or Occupier** means the owner or occupier of a Lot from time to time.

(f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.

(g) **Required Documents** means:

- (i) existing plans, specifications, drawings;
- (ii) proposed plans, specifications and drawings specifying the location of the Works and the proposed legally compliant location for the condensation run-off to be connected to the existing drainage facilities;
- (iii) if the plans and drawings do not adequately describe the Works, a description of the Works;
- (iv) details of the proposed air conditioning unit, such as, the model, the size, manufacturer and colour;

(v) specifications of an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation);

(vi) any other document reasonably required by the Owners Corporation.

(h) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(i) **Structural Certification** means the relevant Owner or Occupier must obtain certification from an engineer approved by the Owners Corporation in relation to all structural works.

(j) **Works** means all building works done or required to be done by an Owner or Occupier, and all related services supplied or required to be supplied, to effect the installation of the Air-conditioning.

1.2 In this by-law a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and

(d) references to legislation includes references to amending and replacing legislation.

## **PART 2 GRANT OF RIGHT**

2.1 The Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

## **PART 3 CONDITIONS**

### **PART 3.1 Air-conditioning**

3.1 (a) The Air-conditioning must:

(i) comply with all relevant Standards and any applicable law;

(ii) be a split-system or inverter split system air-conditioner;

(iii) be manufactured by Mitsubishi, Fujitsu or a similar brand;

(iv) not produce unreasonable levels of noise.

(b) Any appliance forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the rest of the scheme including any other such Lots.

(c) Any external appliance, including any external condenser unit, forming part of the Air-conditioning must:

(i) be installed on the common property at the //INSERT// side of the building located in the cross-hatched area on the plan marked //INSERT// and titled //INSERT//;

- (ii) be located entirely within the Lot, except to the extent that it may be affixed to the balcony floor of the Lot;
  - (iii) be positioned to the rear of the Lot and where this is not possible, it must be located on the front balcony or verandah of the Lot;
  - (iv) not be affixed to the walls or brickwork of the balcony or verandah of the Lot; and
  - (v) be of an appearance in keeping with the general appearance of the scheme, including any other such Lots.
- (d) Any by-product or waste related to the Air-conditioning, and any condensation run-off related to the Air-conditioning must be drained onto the grass on the grounds of the building through a conduit pipe positioned on top of and along the balcony or veranda tile or slab of the Lot which connects into a drainage pipe.

### **PART 3.2**

#### **Before commencement**

3.2 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents and Structural Certification to the Owners Corporation not less than 28 days before the commencement of the works;
- (b) obtain written approval for the Works from the Owners Corporation which may be in the form of an approval under section 108 or 143 of the Act granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation.

### **PART 3.3**

#### **During construction**

3.3 Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) ensure that any skip bin used in relation to the Works are placed in the Owner's or Occupier's car parking space;
- (h) ensure that any employees, contractors or agents used to conduct the Works park their vehicles in either the Owner's or Occupier's car parking space;

- (i) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (k) remove all debris resulting from the Works immediately from the building; and
- (l) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

#### **PART 3.4** **After construction**

- 3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
  - (d) provide Structural Certification to the Owners Corporation if required by the Owners Corporation; and
  - (e) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

#### **PART 3.5** **Enduring rights and obligations**

- 3.5 The Owner or Occupier:
- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
  - (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
  - (c) remains liable for any damage to lot or common property arising out of the Works;
  - (d) must make good any damage to lot or common property arising out of the Works; and
  - (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## STRATA SCHEME 98753

### Special By-law 2

#### **By-law to authorise the owner of Lot 125 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 125 in strata scheme 98753.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (f) **Works** means the following:
  - (i) Installation of a gyprock ceiling together with 4 access hatches;
  - (ii) Installation of bulkhead around the exhaust ducting;
  - (iii) Installation of gyprock wall around the internal column and continue gyprock wall to the inter tenancy wall;
  - (iv) Installation of plasterboard to the rear wall of the kitchen;
  - (v) Installation of new circuitry for oven, cook top and new run line;
  - (vi) Installation of new power points and down lighting;
  - (vii) Installation of tiles, water proof membrane and associated works to the walls and floor of the Lot;
  - (viii) Creation of 3 holes in the slab for floor waste, air conditioning runoff and sink waste to be connected to the existing grease trap below the slab; and
  - (ix) Fit out of the Lot,

in accordance with the plans numbered A103-A109, A111, A112 and FS-01 and

attached to this by-law.

- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

## **PART 2 GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3 CONDITIONS**

### **PART 3.1 Before commencement**

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

### **PART 3.2 During construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 6 months from their commencement or such other

period as reasonably approved by the Owners Corporation;

- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

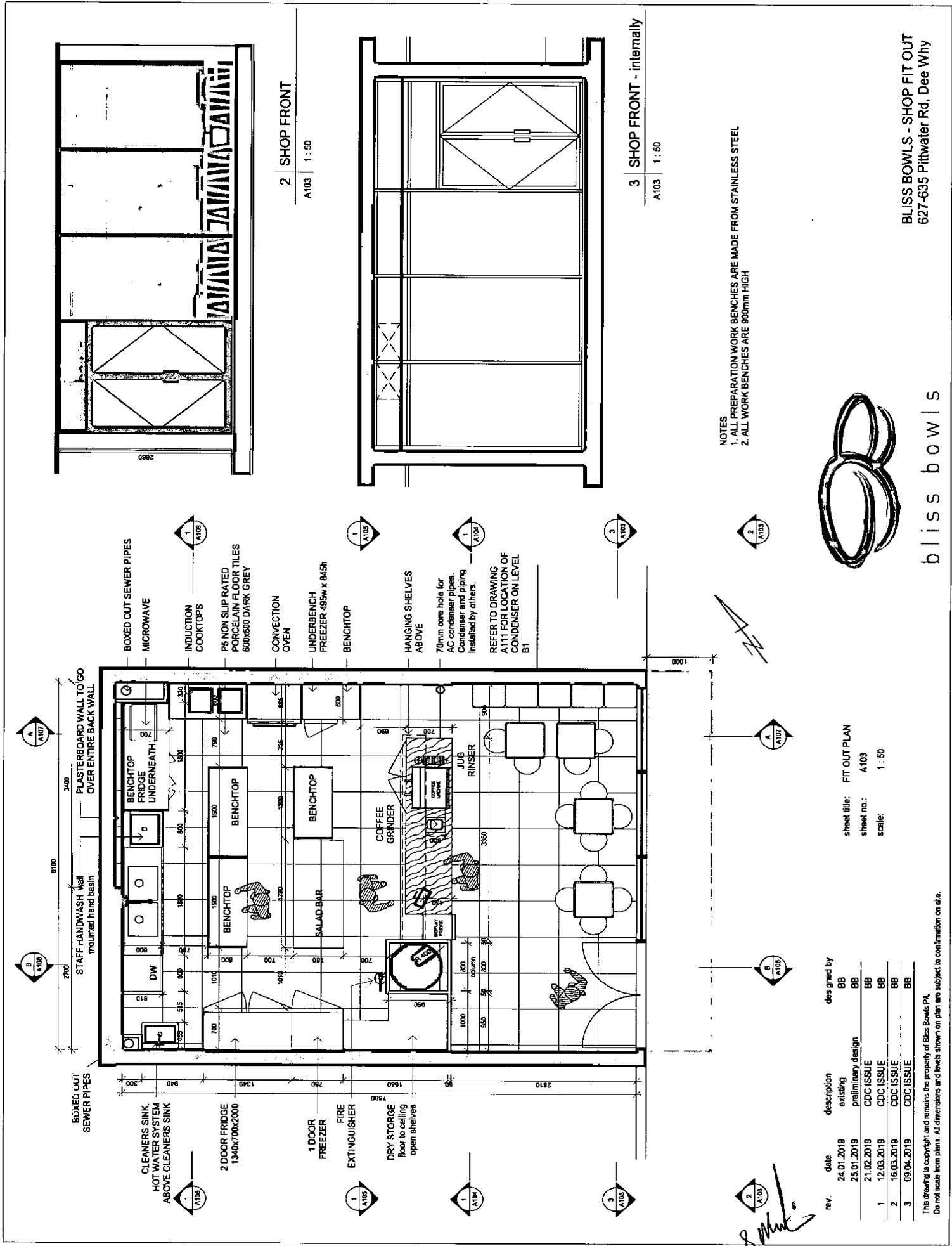
- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4**

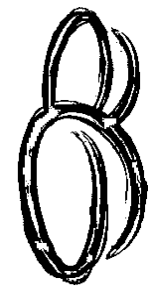
#### **Enduring rights and obligations**

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.



NOTES  
1. ALL PREPARATION WORK BENCHES ARE MADE FROM STAINLESS STEEL  
2. ALL WORK BENCHES ARE 800mm HIGH

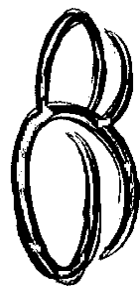
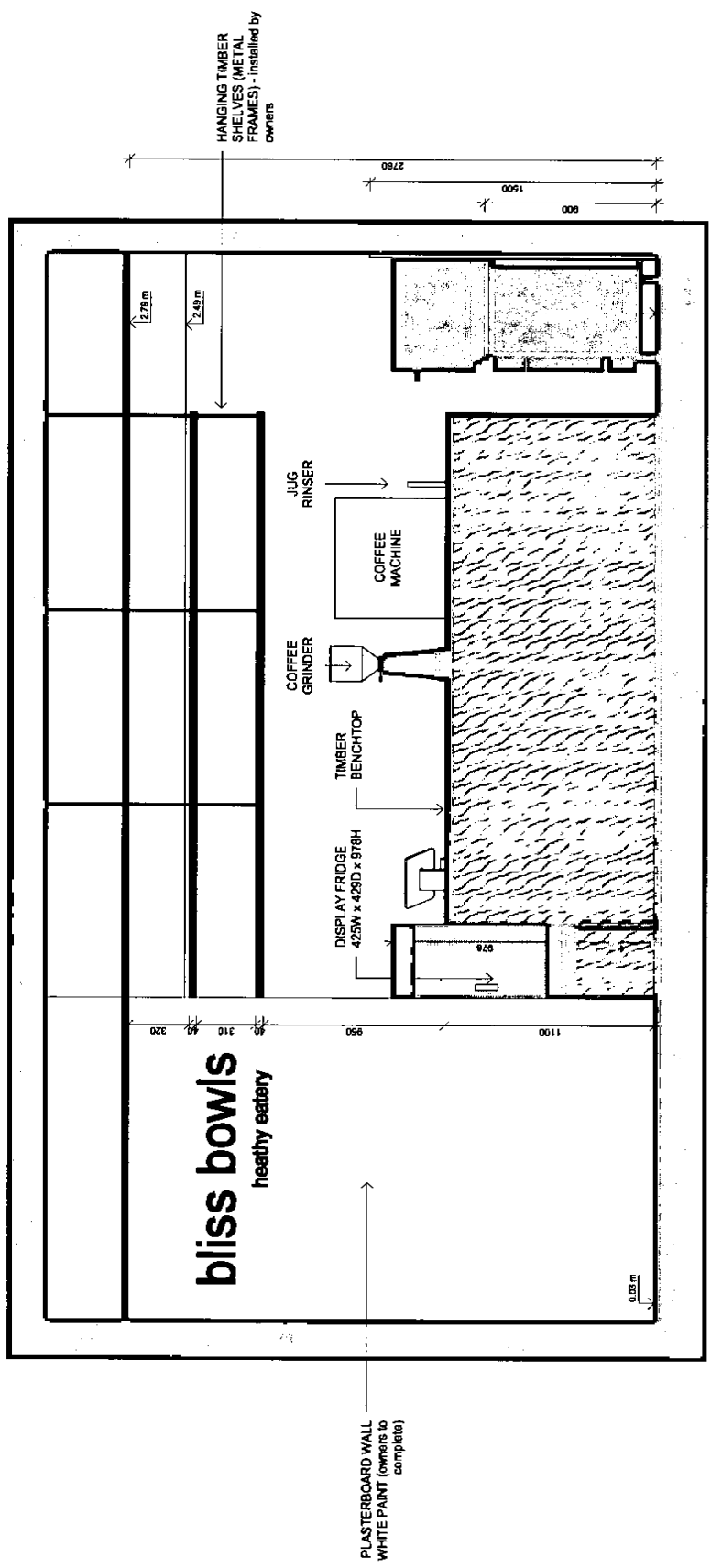


bliss bowls

sheet title: FIT OUT PLAN  
sheet no.: A103  
scale: 1:50

REV.	DATE	DESCRIPTION	DESIGNED BY
1	24.01.2019	existing	BB
2	25.01.2019	preliminary design	BB
3	21.02.2019	CDC ISSUE	BB
4	12.03.2019	CDC ISSUE	BB
5	16.03.2019	CDC ISSUE	BB
6	09.04.2019	CDC ISSUE	BB

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Do not scale from plans. All dimensions and levels shown on plan are subject to confirmation on site.



bliss bowls

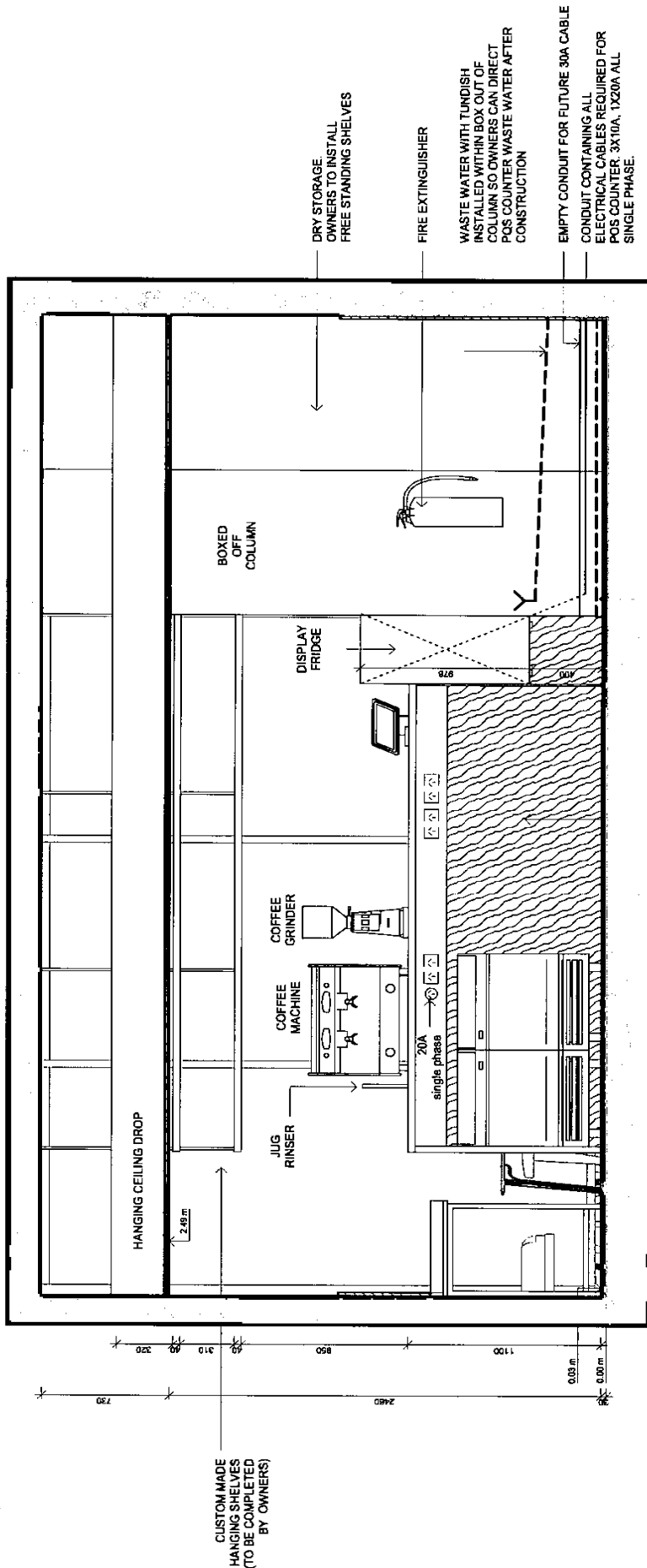
sheet title: Point of sale front  
sheet no.: A104  
scale: 1:25

rev.	data	description	designed by
BB	24.01.2019	existing	BB
BB	25.01.2019	preliminary design	BB
BB	21.02.2019	CDC ISSUE	BB
1	12.03.2019	CDC ISSUE	BB
2	16.03.2019	CDC ISSUE	BB
3	09.04.2019	CDC ISSUE	BB

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1 Point of sale front  
A104 1:25

BLISS BOWLS - SHOP FIT OUT  
627-635 Pittwater Rd, Dee Why

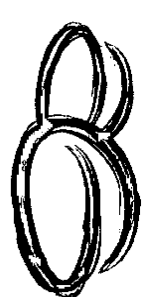


TIMBER COUNTER POINT OF SALE  
(owners to complete)

SHOP FITTER TO DIRECT MAINS WATER TO EDGE OF BOXED OUT COLUMN FOR OWNERS TO TAP INTO DURING CONSTRUCTION OF POS COUNTER

- 15A SINGLE PHASE (EXCLUDING UNDER POD COUNTER)
- 10A SINGLE PHASE

1 Point of sale back  
A105 1:25



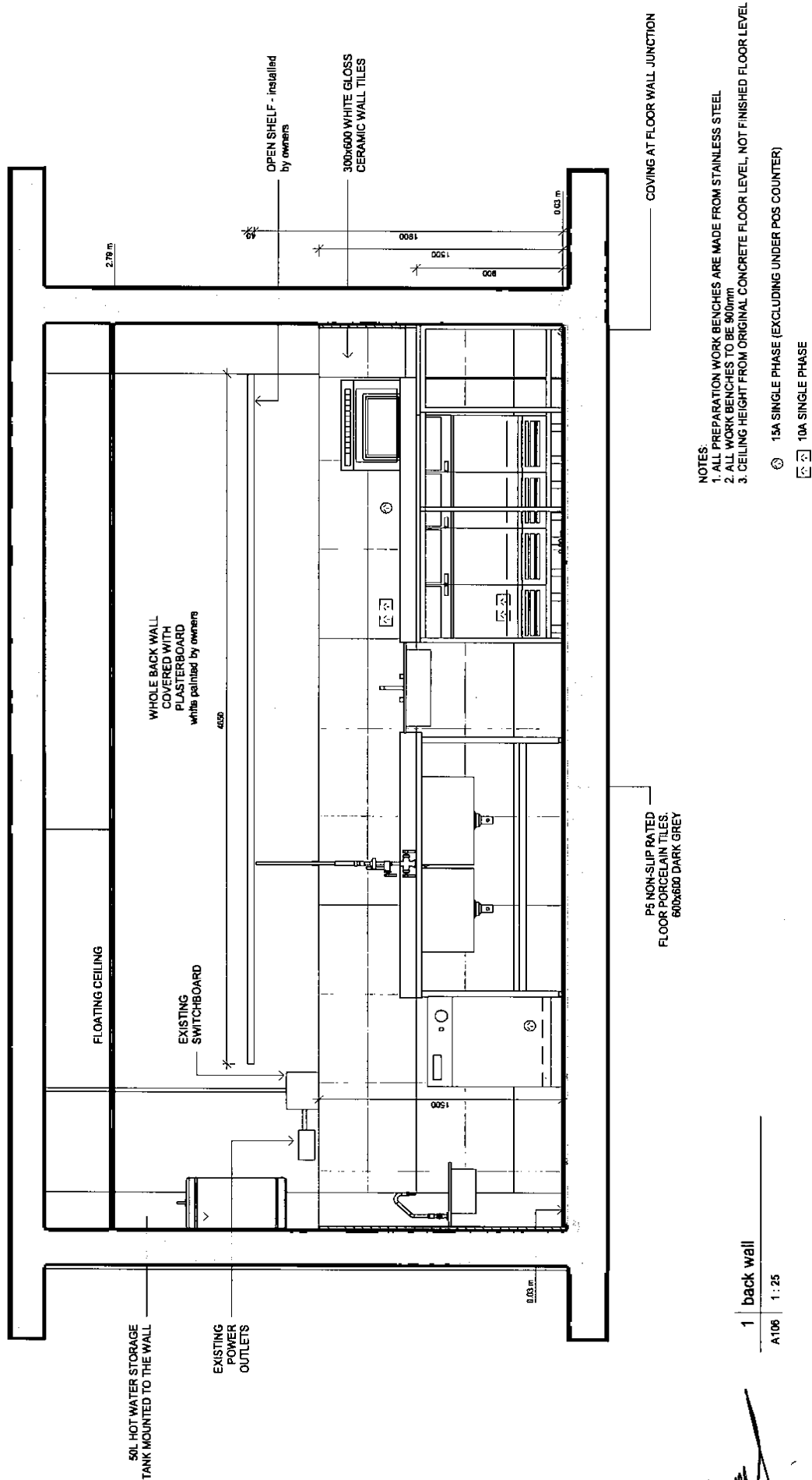
bliss bowls

BLISS BOWLS - SHOP FIT OUT  
627-635 Pittwater Rd, Dee Why

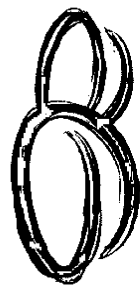
sheet title: Point of sale back  
sheet no.: A105  
scale: 1:25

rev.	date	description	designed by
	24.01.2019	existing	BB
	25.01.2019	preliminary design	BB
	21.02.2019	CDC ISSUE	BB
1	12.03.2019	CDC ISSUE	BB
2	16.03.2019	CDC ISSUE	BB
3	09.04.2019	CDC ISSUE	BB

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Do not scale from plans. All dimensions and levels shown on plan are subject to confirmation on site.



- NOTES:
1. ALL PREPARATION WORK BENCHES ARE MADE FROM STAINLESS STEEL
  2. ALL WORK BENCHES TO BE 900mm
  3. CEILING HEIGHT FROM ORIGINAL CONCRETE FLOOR LEVEL, NOT FINISHED FLOOR LEVEL
- ② 15A SINGLE PHASE (EXCLUDING UNDER POS COUNTER)  
③ 10A SINGLE PHASE



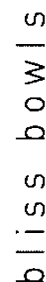
bliss bowls

Sheet title: Back wall - west facing  
Sheet no.: A106  
Scale: 1:25

1 back wall  
A106 1:25

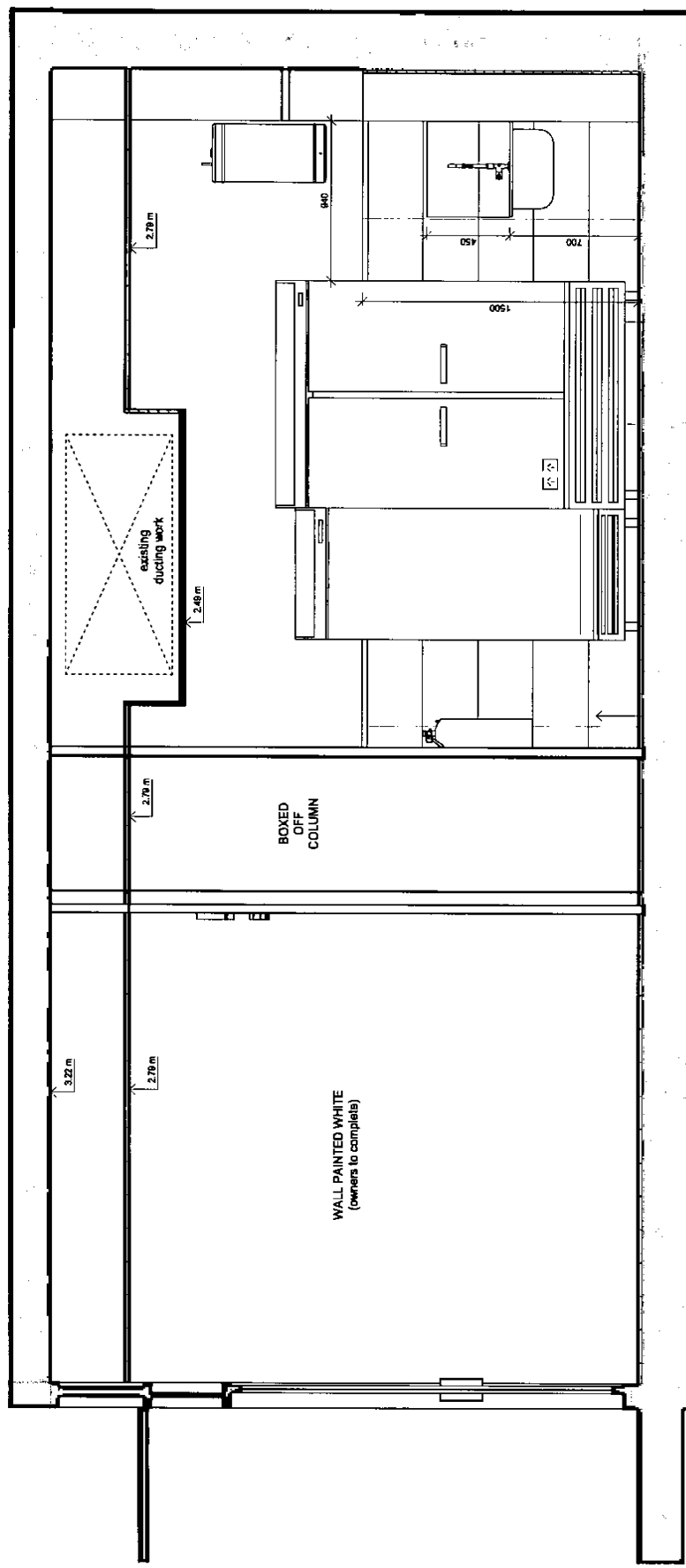
rev.	date	description	designed by
	24.01.2019	existing	BB
	25.01.2019	preliminary design	BB
1	21.02.2019	CDC ISSUE	BB
2	12.03.2019	CDC ISSUE	BB
3	18.03.2019	CDC ISSUE	BB
	09.04.2019	CDC ISSUE	BB

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Do not scale from plans. All dimensions and levels shown on plan are subject to confirmation on site.

4050 1750 2000



PS NON SLIP RATED  
PORCELAIN FLOOR TILES  
600x600 DARK GREY

PS NON SLIP RATED  
PORCELAIN FLOOR TILES  
600x600 DARK GREY

DRY STORAGE -  
OWNERS TO SUPPLY  
SHELVES

PS NON SLIP RATED  
PORCELAIN FLOOR TILES  
600x600 DARK GREY

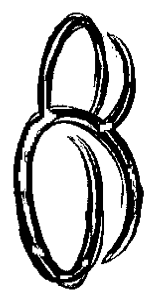
B long section B-B

A108 1:25

- NOTES:
1. ALL PREPARATION WORK BENCHES ARE MADE FROM STAINLESS STEEL
  2. ALL WORK BENCHES TO BE 900mm
  3. CEILING HEIGHT FROM ORIGINAL CONCRETE FLOOR LEVEL, NOT FINISHED FLOOR LEVEL

15A SINGLE PHASE (EXCLUDING UNDER POD COUNTER)

10A SINGLE PHASE



bliss bowls

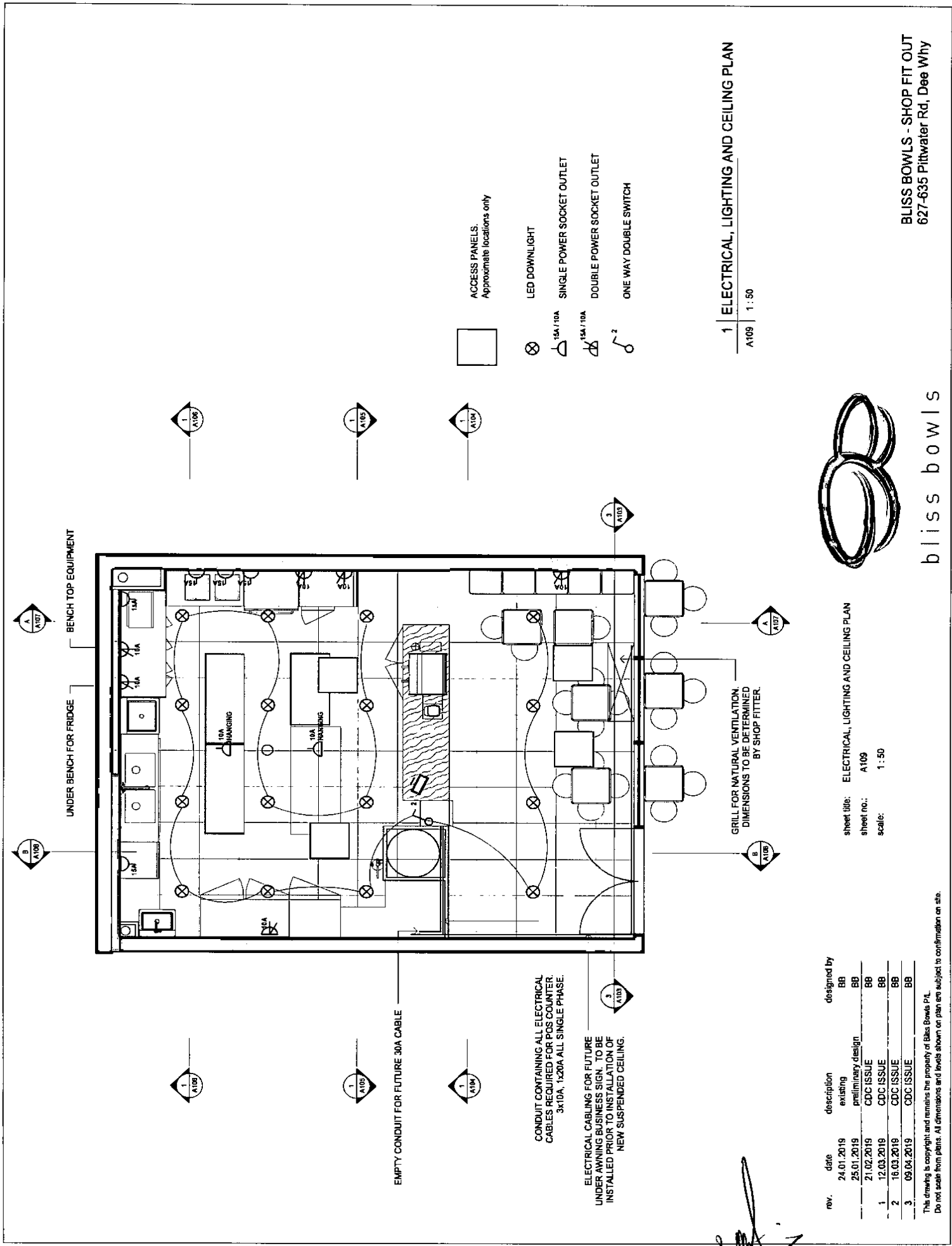
BLISS BOWLS - SHOP FIT OUT  
627-635 Pittwater Rd, Dee Why

sheet title: LONG SECTION B-B  
sheet no.: A108  
scale: 1:25

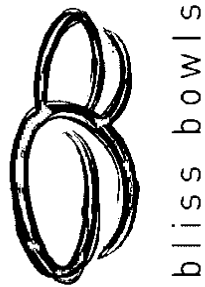
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	24.01.2019	existing	BB
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	21.02.2019	CDC ISSUE	BB
1	12.03.2019	CDC ISSUE	BB
2	16.03.2019	CDC ISSUE	BB
3	09.04.2019	CDC ISSUE	BB

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35/82



1 | ELECTRICAL, LIGHTING AND CEILING PLAN  
A109 | 1:50



sheet title: ELECTRICAL, LIGHTING AND CEILING PLAN  
sheet no.: A109  
scale: 1:50

rev.	date	description	designed by
	24.01.2019	existing	BB
	25.01.2019	preliminary design	BB
1	21.02.2019	CDC ISSUE	BB
2	12.03.2019	CDC ISSUE	BB
3	16.03.2019	CDC ISSUE	BB
	09.04.2019	CDC ISSUE	BB

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36/82

LEGEND	
EXISTING SPRINKLER HEAD	o
RELOCATE SPRINKLER HEAD	o'
NEW SPRINKLER HEAD	o''
EXISTING SMOKE DETECTOR	□
RELOCATE SMOKE DETECTOR	□'
NEW SMOKE DETECTOR	□''
EXISTING RECESSED EMIS SPEAKER	◁
RELOCATE EMIS SPEAKER	◁'
HORN SPEAKER	◁''
SURFACE MOUNT EMIS SPEAKER	⊙
FIRE HYDRANT LANDING VALVE	⌵
FIRE HOSE REEL	⊙
FIRE EXTINGUISHER	⊙
FIRE BLANKET	⊙
FIRE TRIP	FT
STROBE LIGHT	⊙

**STANDARDS OF INSTALLATION**

**AUTOMATIC FIRE DETECTION AND ALARM SYSTEM**

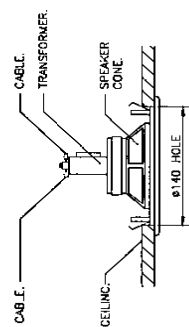
BCA 2016 AMENDMENT 1 & AS 1670.1 - 2015

**EMERGENCY WARNING AND INTERCOMMUNICATION SYSTEM**

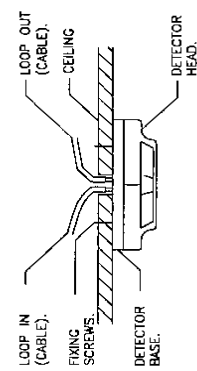
BCA 2016 AMENDMENT 1 & AS 1670.4 - 2015

**EMERGENCY EXIT SIGNS**

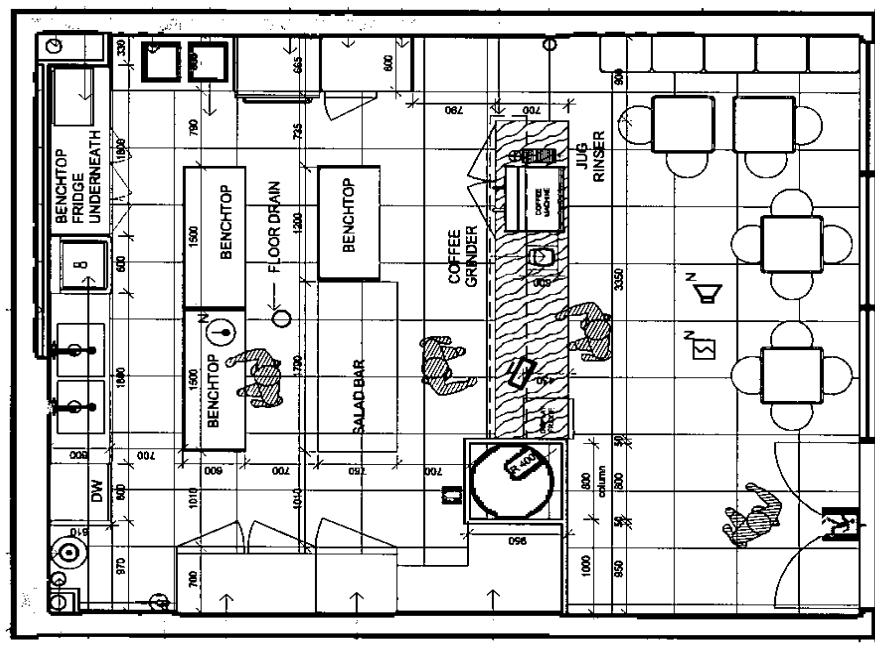
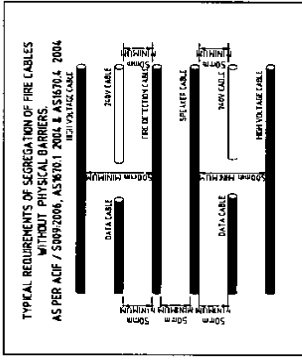
BCA 2016 AMENDMENT 1 E4.5 NSW E4.6, E4.7, E4.8 & AS/NZ 2293.1 - 2005



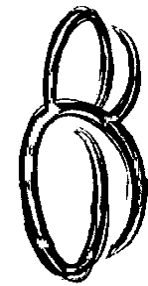
**SPEAKER FIXING DETAIL**  
NOT TO SCALE



**DETECTOR FIXING DETAIL**  
NOT TO SCALE



37/82



bliss bowls

76 Heathcote Road, Moorebank NSW 2170  
Ph: (61) 2 9758 9555 F: (61) 2 9758 9055  
<http://www.grosvenorfire.com.au>

**GROSVENOR fire**  
Innovation | Intelligence | Sustainability



rev. date description designed by

A	05.04.19	CDC FIRE SERVICE LAYOUT	MAF
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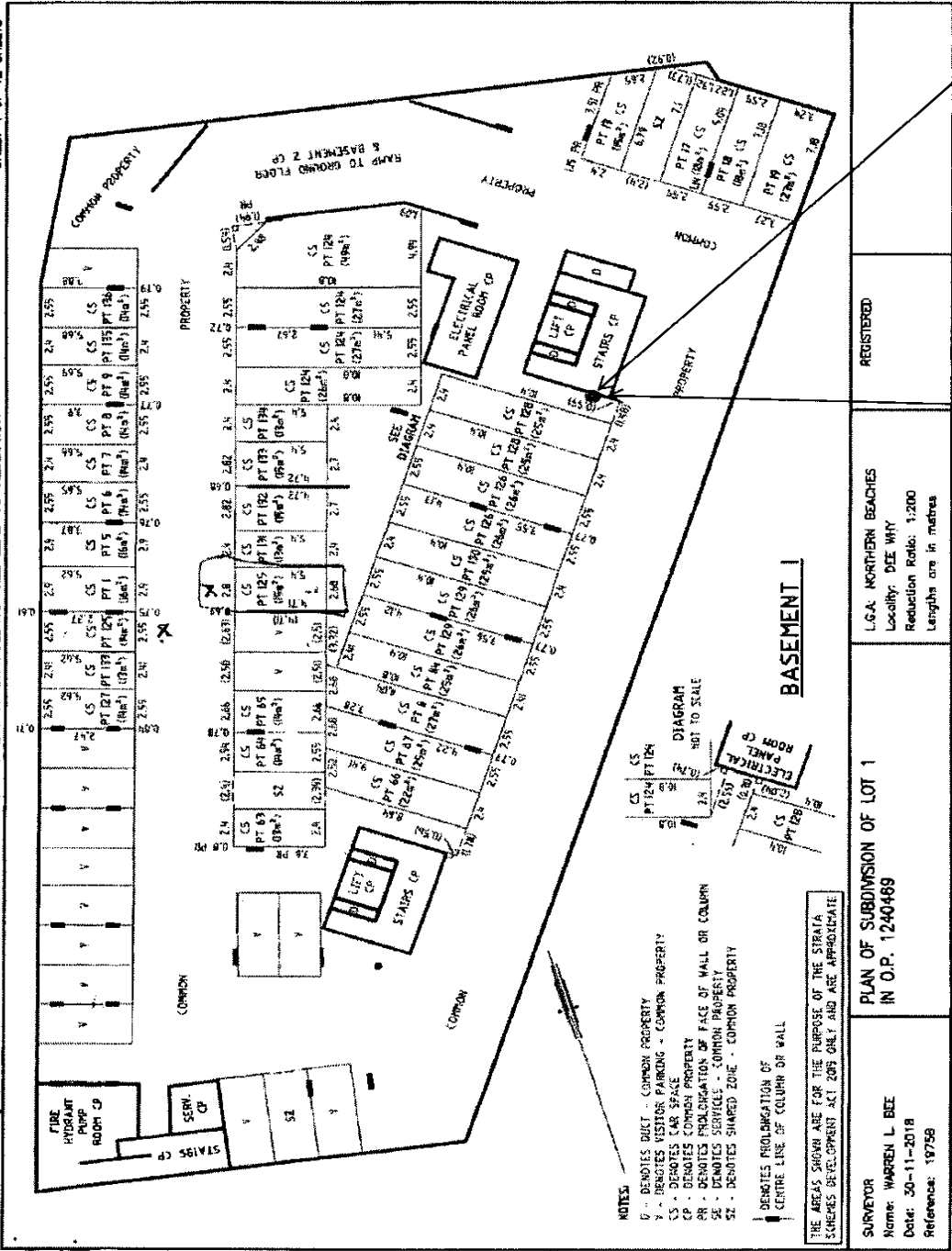
TITLE:			
FIRE SERVICE LAYOUT			
DRAWING			
FS-01			
REV:	DATE:	DRW:	MAF
A	05.04.19		

BLISS BOWLS - SHOP FIT OUT  
627-635 Pittwater Rd, Dee Why

SHEET 4 OF 12 SHEETS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 1 (A3)



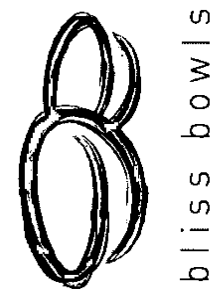
NOTES:  
B - DENOTES BUILT - COMMON PROPERTY  
V - DENOTES VISITOR PARKING - COMMON PROPERTY  
CS - DENOTES COMMON SPACE  
CP - DENOTES COMMON PROPERTY  
PR - DENOTES PROLONGATION OF FACE OF WALL OR COLUMN  
SE - DENOTES SERVICES - COMMON PROPERTY  
SZ - DENOTES SHARED ZONE - COMMON PROPERTY  
- - - - - DENOTES PROLONGATION OF CENTRE LINE OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2005 ONLY AND ARE APPROXIMATE

SURVEYOR Name: WARREN L BEE Date: 30-11-2018 Reference: 19759		PLAN OF SUBDIVISION OF LOT 1 IN O.P. 1240469		LOCALITY: NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:200 Lengths are in metres		REGISTERED
--	--	---	--	--	--	------------

The piping and cabling to and from the condenser unit to the Lot 125's AC head and switchboard will be restricted to ONLY COMMON PROPERTY. It is now the tenants plan to run a hole directly above the condenser unit, running up to the Ground Level above via the common property fire stairs. This has the added benefit of avoiding any aesthetic changes to the lobby entrance directly above. See next page for second half of the route.

Green area indicates preferred location of condenser unit for Lot 125. Note the condenser unit will not require drainage connection as the tenants of Lot 125 will not require heading in the winter months. Therefore no waste water is produced by the condenser unit. To minimise impact on common property the unit will be placed on the floor and a cage installed around it as a safety precaution against people touching the unit. The depth of the unit is 320mm. With a cage over it, it won't be more than 450mm in depth.



sheet title: LOCATION OF AC CONDENSER UNIT  
sheet no.: A111  
scale:

BLISS BOWLS - SHOP FIT OUT  
627-635 Pittwater Rd, Dee Why

rev.	date	description	designed by
	24.01.2019	existing	BB
	25.01.2019	preliminary design	BB
	21.02.2019	CDC ISSUE	BB
1	12.03.2019	CDC ISSUE	BB
2	18.03.2019	CDC ISSUE	BB
3	09.04.2019	CDC ISSUE	BB
4	01.05.2019	CDC ISSUE	BB

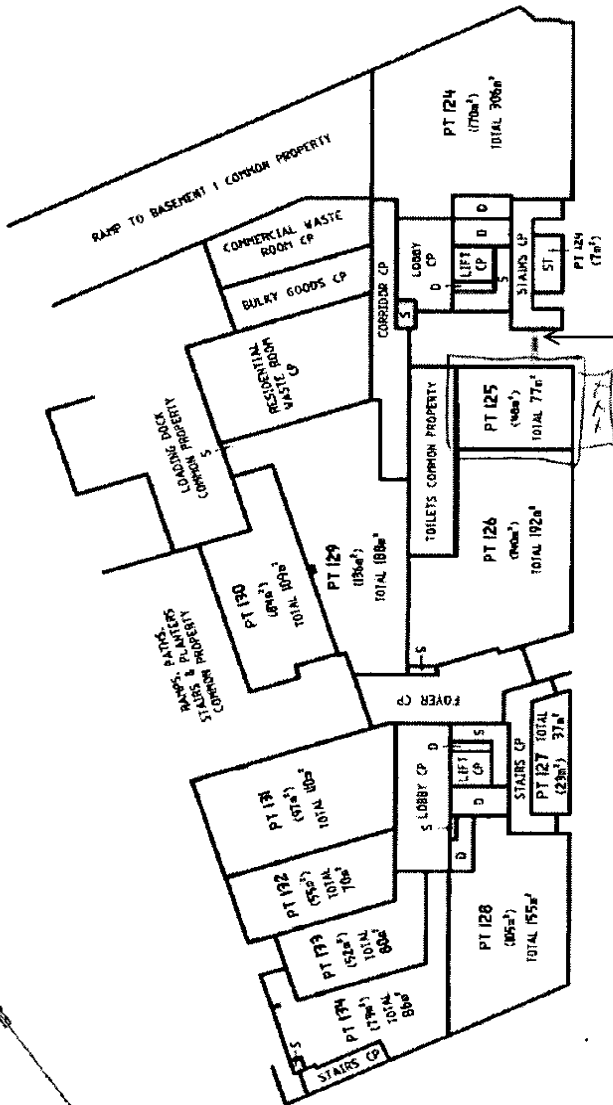
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Do not scale from plans. All dimensions and levels shown on plan are subject to confirmation on site.

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 5 OF 12 SHEETS

## GROUND FLOOR



### NOTES:

D - DENOTES BULKY - COMMON PROPERTY  
S - DENOTES SERVICES - COMMON PROPERTY  
CP - DENOTES COMMON PROPERTY  
ST - DENOTES STORAGE

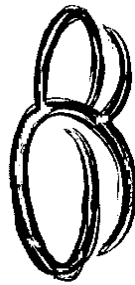
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA  
SCHEMES DEVELOPMENT ACT 2005 ONLY AND ARE APPROXIMATE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1240469	LGA: NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:250 Lengths are in metres	REGISTERED
Name: WARREN L. GEE Date: 30-11-2018 Reference: 19756			

Once in the fire stairs, the piping and cabling will continue to run along up the wall into the ceiling space of the fire stairs. From here it will cut across (within the ceiling space of the outdoor common area depicted in yellow) into Lot 125 and penetrate the wall directly above where the AC head will be placed in the store.

rev. 1 01.05.2019 description CDC ISSUE designed by BB

sheet title: LOCATION OF AC CONDENSER UNIT  
sheet no.: A112  
scale:



bliss bowls

BLISS BOWLS - SHOP FIT OUT  
627-635 Pittwater Rd, Dee Why

## STRATA SCHEME 98753

### Special By-law 3

#### **By-law to authorise the owner of Lots 128, 133 and 134 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 128, 133 and 134 in strata scheme 98753.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (f) **Works** means the following:
  - (i) Construction of a core hole through the slab of the north west corner of lot 134 into the common property pump room on Basement 1 as referred to in strata plan no. 98753;
  - (ii) Installation of air conditioning throughout the Lot with the condenser unit to be located adjacent to the pump room on Basement 1 as referred to in strata plan no. 98753 and not exceeding a size of 1900mm x 1900mm x 1900mm;
  - (iii) Construction of a hole through the common property pump room wall on Basement 1 as referred to in strata plan no. 98753 and installation of piping connecting the air conditioning unit located in the Lot to the condenser unit;
  - (iv) Installation of a hanging sign from the awning on the southern exterior façade of lot 128 that are attached to the glazing supports and each sign not exceeding a size of 1.2 metres square with the signs to be in accordance with by-law 33; and
  - (v) Fit out of the Lot,in accordance with the plans numbered marked annexure "A" and attached to this by-law.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

**1.2 In this by-law a word which denotes:**

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

**PART 2**  
**GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

**PART 3**  
**CONDITIONS**

**PART 3.1**  
**Before commencement**

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

**PART 3.2**  
**During construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;



BANNERMANS  
LAWYERS

- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4**

#### **Enduring rights and obligations**

3.4 The Owner:

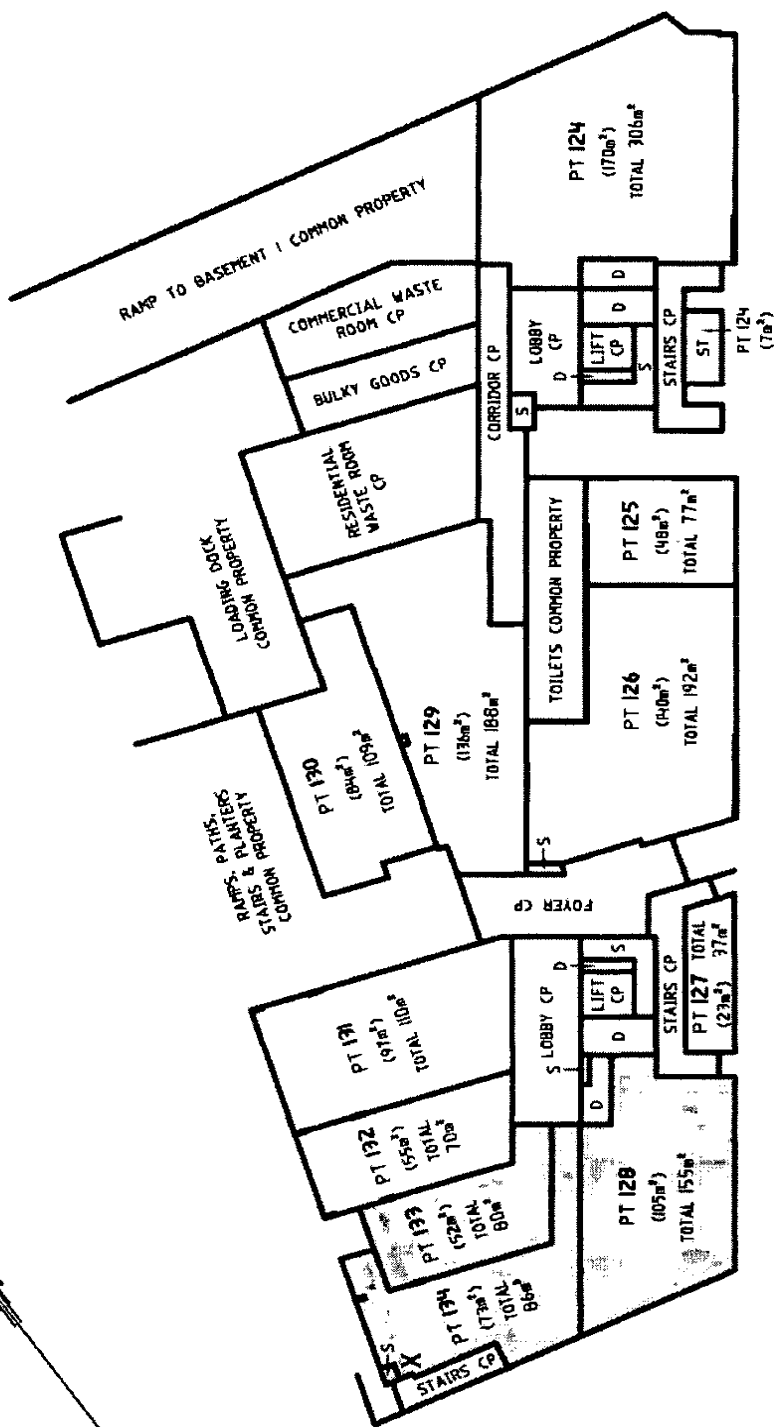
- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 5 OF 12 SHEETS

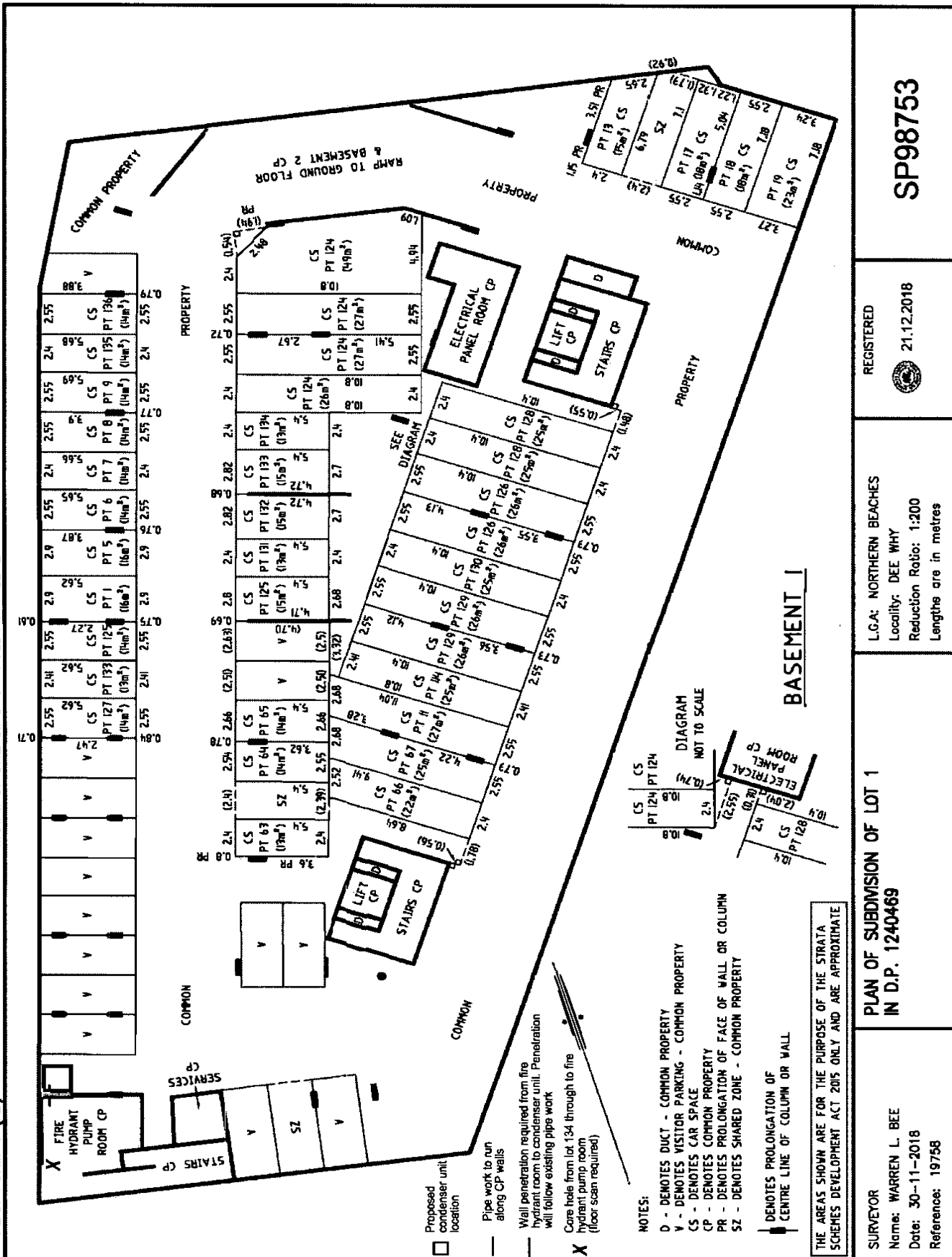
# GROUND FLOOR



- NOTES:
- D - DENOTES DUCT - COMMON PROPERTY
  - S - DENOTES SERVICES - COMMON PROPERTY
  - CP - DENOTES COMMON PROPERTY
  - ST - DENOTES STORAGE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA  
SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR Name: WARREN L. BEE Date: 30-11-2018 Reference: 19758	PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1240469	L.C.A: NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:250 Lengths are in metres	REGISTERED 21.12.2018 SP98753
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THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA  
SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR

**Name: WARREN L. BEE**

Date: 30-11-2018

**Reference:** 19758

**PLAN OF SUBMISSION OF LOT 1**

IN D.P. 1240469

**L.G.A.: NORTHERN BEACHES**

**Locality:** DEE WHY

Reduction Ratio: 1:200

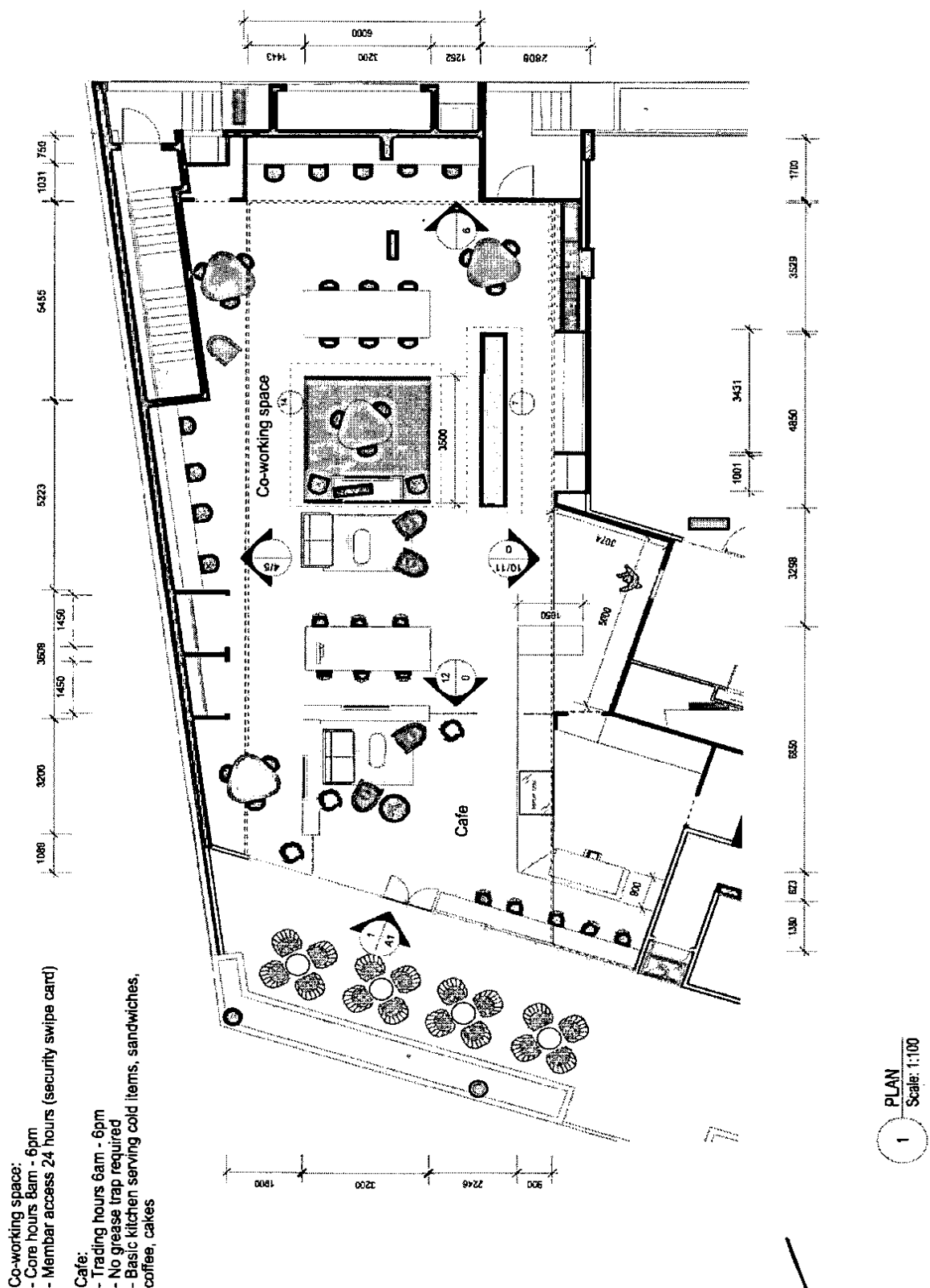
**Lengths are in metres**

**REGISTERED**



21.12.2018

SP98753

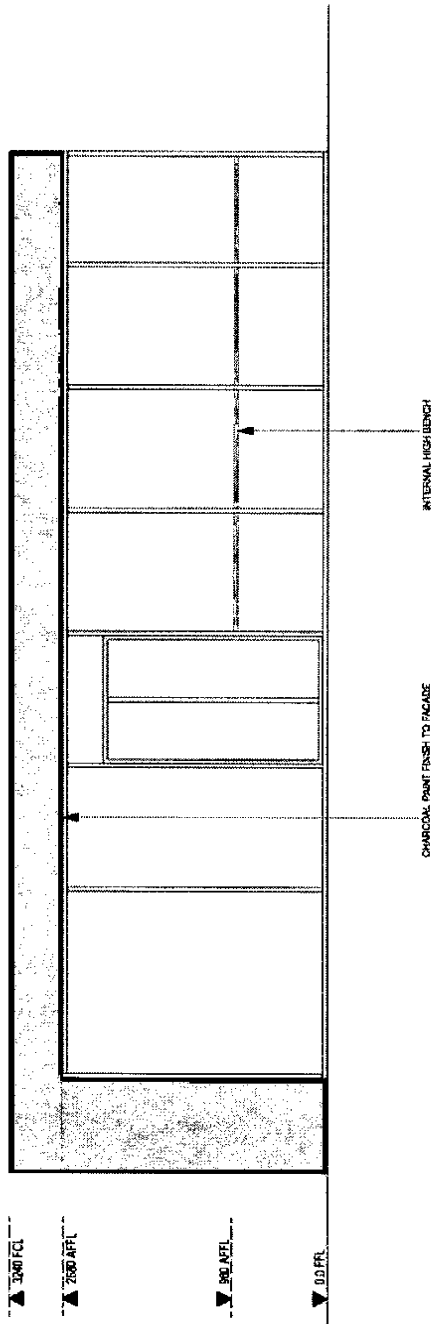


1 PLAN  
Scale: 1:100

45/82

*[Handwritten signature]*

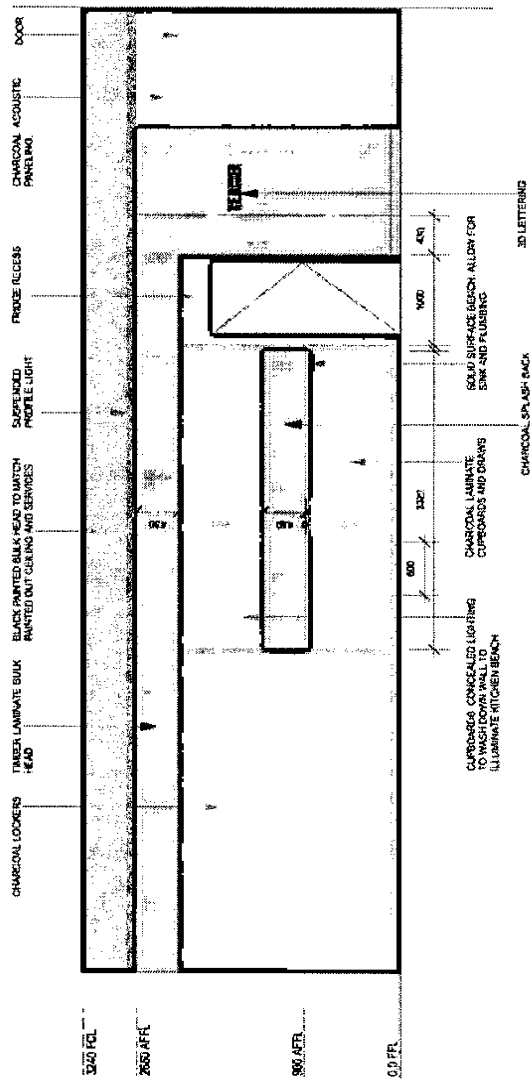
46/82



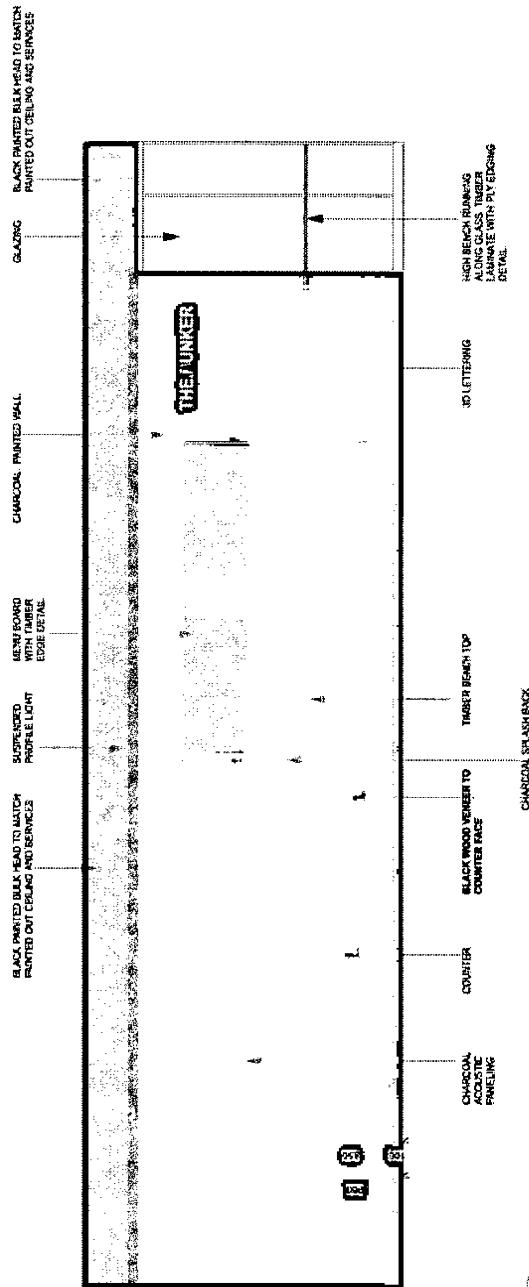
3 EXTERNAL ELEVATION  
Scale: 1:50







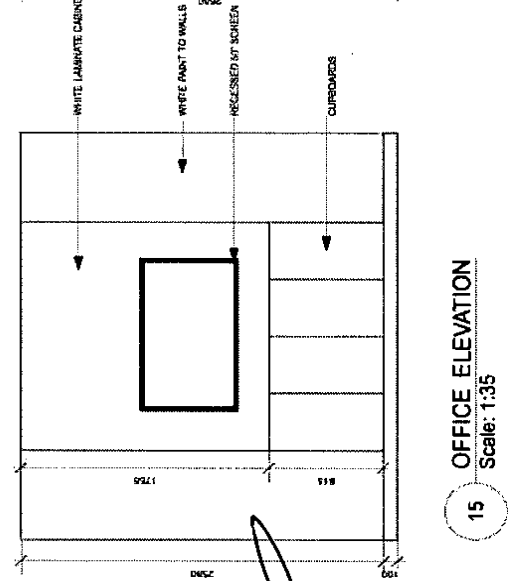
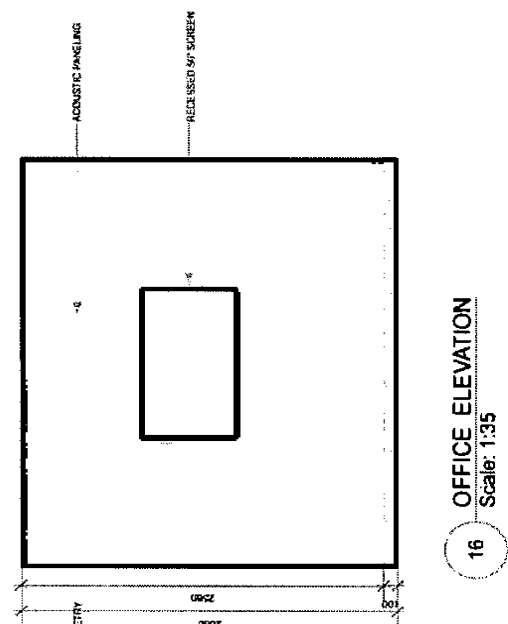
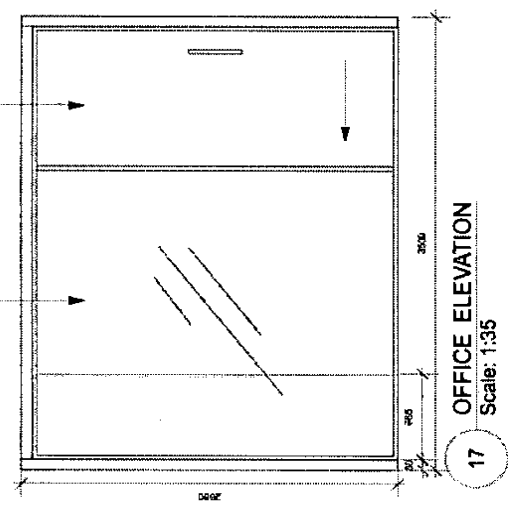
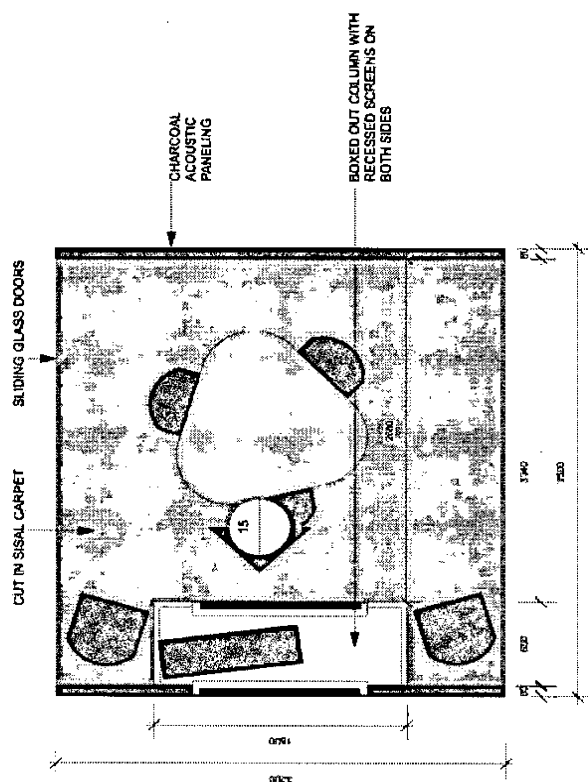
10 [Drawing Title]  
Scale: 1:50



11 [Drawing Title]  
Scale: 1:50

28/05





## STRATA SCHEME 98753

### Special By-law 4

#### **By-law to authorise the owner of Lots 131 and 132 to add to, alter and erect new structures on the common property and exclusive use**

#### **PART 1 DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 131 and 132 in strata scheme 98753.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (f) **Works** means the following:
  - (i) Removal of internal wall between lots 131 and 132;
  - (ii) Installation of air conditioning throughout the Lot;
  - (iii) Installation of core holes;
  - (iv) Installation of vinyl flooring throughout the Lot;
  - (v) Installation of glazing to the shopfront windows of the Lot;
  - (vi) Installation of new door to the front of the Lot; and
  - (vii) Fit out of the Lot,

in accordance with the plans numbered 500 – 504, 510, 550, 601-01, 602-01, 602-02, 602-03, 602-04, 603-01, 604-01, 604-02, 606-01, 606-02, 606-03, 607-01, 607-02, 609-01, 609-02, 611-01, 611-02, 612-01, 612-02 prepared by Perfect Practice and attached to this by-law.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 In this by-law a word which denotes:

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

## **PART 2**

### **GRANT OF RIGHT**

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

## **PART 3**

### **CONDITIONS**

#### **PART 3.1**

##### **Before commencement**

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

#### **PART 3.2**

##### **During construction**

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works

or the transportation of construction materials, equipment and debris;

- (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
- (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3**

#### **After construction**

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4**

#### **Enduring rights and obligations**

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

## CONSTRUCTION DRAWINGS

### PROPOSED MEDICAL FITOUT

AT

LOT 131 & 132  
627 PITTSWATER ROAD  
DEE WHY, NSW

FOR

DR HARRY NESPOLON

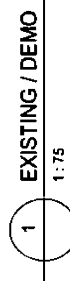
DATE: 12/03/19

Sheet No.	Sheet Name	Rev.	Date
001	COVER SHEET	B	12/03/19
002	SAMPLE BOARD	B	12/03/19
500	EXISTING / DEMOLITION PLAN	B	12/03/19
501	FINISHES & PARTITION LAYOUT	D	12/03/19
502	FURNITURE & FITTINGS LAYOUT	B	12/03/19
503	RCP SERVICES LAYOUT PLAN	C	12/03/19
504	ELECTRICAL & SERVICES LAYOUT	C	12/03/19
510	COC LAYOUT PLAN	B	12/03/19
550	DOOR SCHEDULE	A	12/03/19
601-01	WAITING - PART PLAN	B	12/03/19
601-02	WAITING - PERSPECTIVE VIEW	C	12/03/19
602-01	RECEPTION - PART PLAN	C	12/03/19
602-02	RECEPTION - ELEVATION 1	B	12/03/19
602-03	RECEPTION - ELEVATION 2	B	12/03/19
602-04	RECEPTION - ELEVATION 3	B	12/03/19
602-05	RECEPTION - PERSPECTIVE VIEW 1	B	12/03/19
603-01	PSYCHOLOGY - PART PLANELEV	B	12/03/19
603-02	PSYCHOLOGY - PERSPECTIVE VIEW	B	12/03/19
604-01	CONSULT 1-2 (TYPICAL) - PART PLAN	C	12/03/19
604-02	CONSULT 1-2 (TYPICAL) ELEVATIONS	B	12/03/19
604-03	CONSULT 1-2 (TYPICAL) PERSPECTIVE VIEW	B	12/03/19
606-01	CONSULT 3 - PART PLAN	B	12/03/19
606-02	CONSULT 3 - ELEVATION	B	12/03/19
606-03	CONSULT 3 - ELEVATION	A	12/03/19
606-04	CONSULT 3 - PERSPECTIVE VIEW	B	12/03/19
607-01	PATHOLOGY - PART PLAN	B	12/03/19
607-02	PATHOLOGY - ELEVATION	B	12/03/19
607-03	PATHOLOGY - PERSPECTIVE VIEW	B	12/03/19
609-01	CONSULT 4-6 (TYPICAL) PART PLAN	B	12/03/19
609-02	CONSULT 4-6 (TYPICAL) ELEVATION	B	12/03/19
609-03	CONSULT 4-6 (TYPICAL) PERSPECTIVE VIEW	B	12/03/19
611-01	STAFF - PART PLAN	B	12/03/19
611-02	STAFF - ELEVATIONS	B	12/03/19
611-03	STAFF - PERSPECTIVE VIEW	B	12/03/19
612-01	TREATMENT - PART PLAN	C	12/03/19
612-02	TREATMENT - ELEVATION	B	12/03/19
612-03	TREATMENT - PERSPECTIVE VIEW	B	12/03/19
702	DETAIL (MAG UNIT)		
703	DETAIL (LED LIGHTING)		
704	DETAIL (OVERHEAD DISPENSARY)		
706	DETAIL (CEILING + WALL JUNCTION TYPES)		
707	DETAIL (CEILING + WALL JUNCTION TYPES)		
708	DETAIL (JOINERY - WALL JUNCTION - TYPE 1)		
709	DETAIL (LAMINATE BENCH/DESKTOP)		
710	DETAIL (OVERHEAD SHADOWLINES)		
711	DETAIL (FLOOR JOINS)		
712	DETAIL (FINGERPULLS)		
713	DETAIL (DESK CABLE TRAY)		
Grand total: 48			

PRELIMINARY

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

Sheet No.	Sheet Name	Rev.	Date
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1. *Phragmites australis* (Cav.) Trin. ex Steud.

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BU 1300 00 44 33

[illegible]

PROJECT &amp; CLIENT

FOR HARRY NESPOLON

CT 104 & 105

527 PITTSWATER ROAD

DRAWING TITLE:

MSN 247M-01

**DRAWING TITLE:**

**EXISTING / DEMOLITION**

DATE:	4/10/2014
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DATE: 12/03/19  
SCALE @ A3: 1:75

DRAWN BY: SH/AH

CHECKED BY: SH

PROJECT MGR:	CC
TOTAL PAGES:	

OFFICIAL PAGES:	OF NO	DEATH/INJURY	DEATH

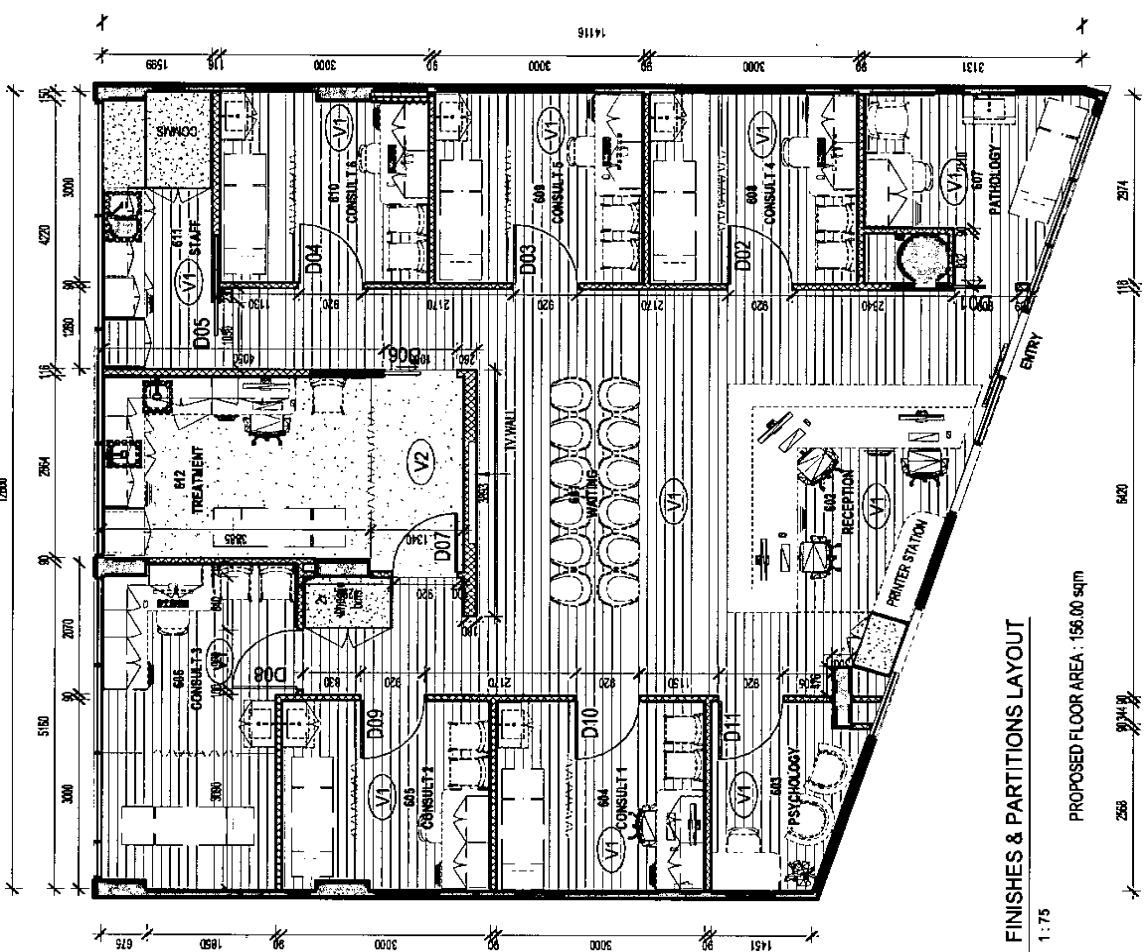
REV: A	DRAWING NO: 500	SUB NO: 155
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**LEGEND WALLS & PARTITIONS:**

EXISTING WALLS.

NEW GENERAL PARTITIONS THROUGHOUT UNLESS OTHERWISE SPECIFIED. 84mm STEEL STUDS AT 600 c/c WITH 13mm PLASTERBOARD TO BOTH SIDES WITH ACOUSTIC INSULATION.

ALL JOINTS & CORNERS SET. 100mm ANODISED ALUMINIUM SKIRTING & P90 SHADOW LINE DETAIL TO CEILING JOINT.



1 FINISHES & PARTITIONS LAYOUT  
1:75  
PROPOSED FLOOR AREA : 156.00 sqm

FOR CLIENT'S APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
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REV.	DESCRIPTION	BY	DATE
AH	12/03/19		
SH	08-02/2019		
SH	18/02/19		
AH	18/03/19		
A	ISSUED FOR APPROVAL		
B	Revision 5		
C	Prelim Set issued		
D	Issue D - Sign off Set		

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LOT 131 & 132  
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DEE WALLY NSW

**DRAWING TITLE:**  
FINISHES & PARTITION  
LAYOUT

DATE:	12/03/19
SCALE @ A3:	1:75
DRAWN BY:	SH/AH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	DRAWING NO:
665	501
REV:	0

REV	DESCRIPTION	DATE
B	Issue D - Sign off Set	12/03/19
A	Prelim Set Issued	18/02/18
BY		
DATE		

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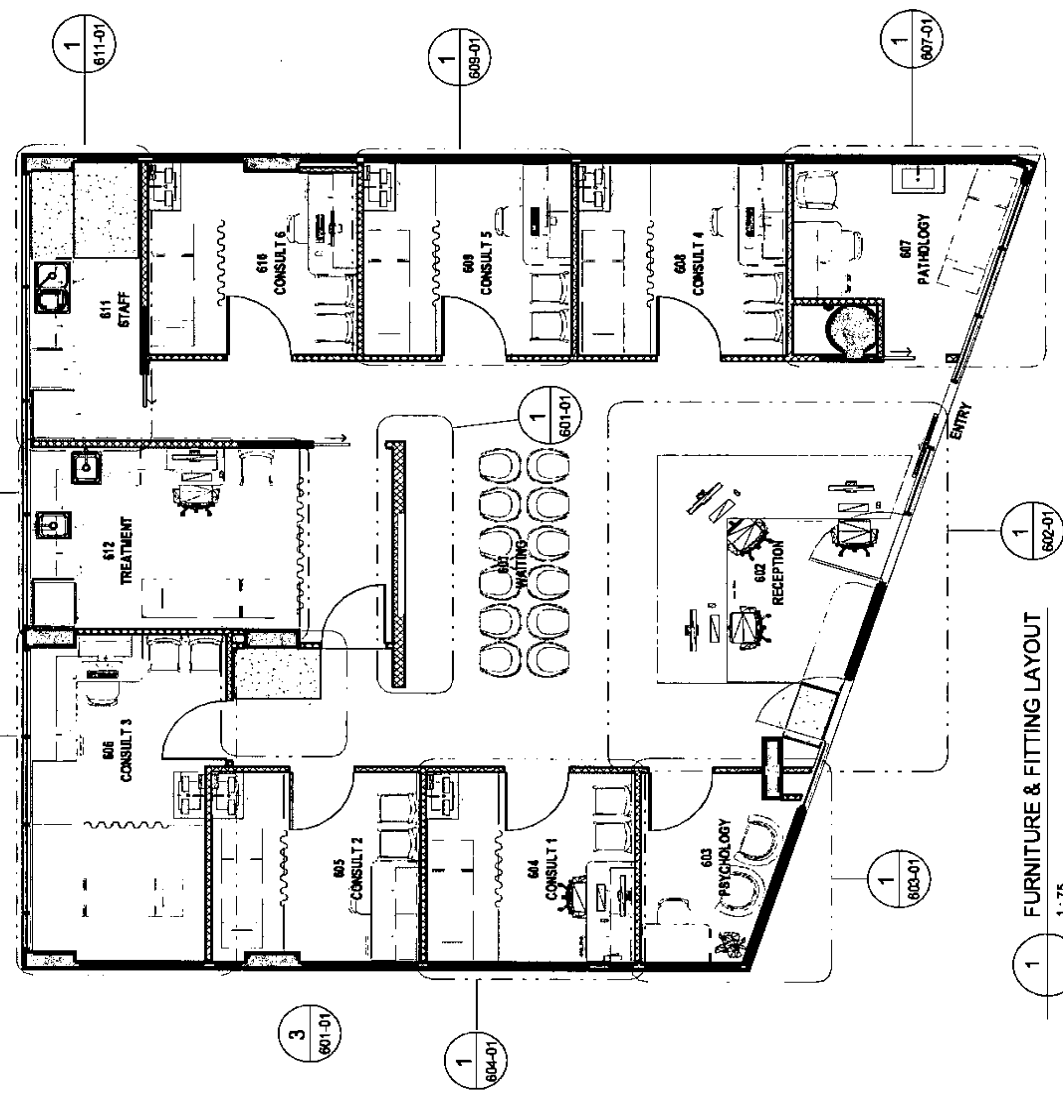
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DEE WHY NSW  
DRAWING TITLE:  
**FURNITURE & FITTINGS LAYOUT**

DATE:	12/03/19
SCALE @ A3:	1:75
DRAWN BY:	SHAH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	DRAWING NO REV:
665	502 B

FOR CLIENTS APPROVAL



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CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

Signature

59/82

Mounting height for vehicles to be 1200 AF, unless otherwise specified.

Lighting fixtures to be evenly spaced with fixtures at individual locations.

Panel LEDs to be subject with individual room lighting. Provide master switch plate in central hall entrance.

Detail of primary details for co-ordination of electrical and lighting to building works.

Detail of primary details for co-ordination, fire & emergency lighting to building works.

Detail of primary details for co-ordination, fire & emergency lighting to building works.

Installation & calibration if possible. Drawings of proposed fitting locations to be submitted for designers approval prior to installation.

Refer to all primary Drawings for more details on location & numbers of 20, light fittings.

New 10m x 15m x 2.5m glass panels to be installed to suit of roofclimbing pods at normally 2700 AF<sup>1</sup>. (c.o.s)

All pods to be paint finish R5-DULUX flat Ceiling White, unless otherwise specified.

End ceilings to be painted finish R5-DULUX flat Ceiling White, unless otherwise specified.

Emergency lighting to be installed and certified by electrical contractor in accordance with BCA requirements (BCA clause E4.2, E4.4 and AS 2283.1).

Exit signs to be installed and certified by electrical contractor in accordance with BCA requirements (BCA clause E4.3, NSW E4.6, E4.7 and AS 2283.1).

Mechanical Contractor to design & construct modifications to existing base building system to suit tenancy and codes requirements.

60/82

REV	DESCRIPTION	DATE
1	ISSUED FOR DMT	25-01-19
2	Issue D Sign off Set	18/02/19
3		12/03/19

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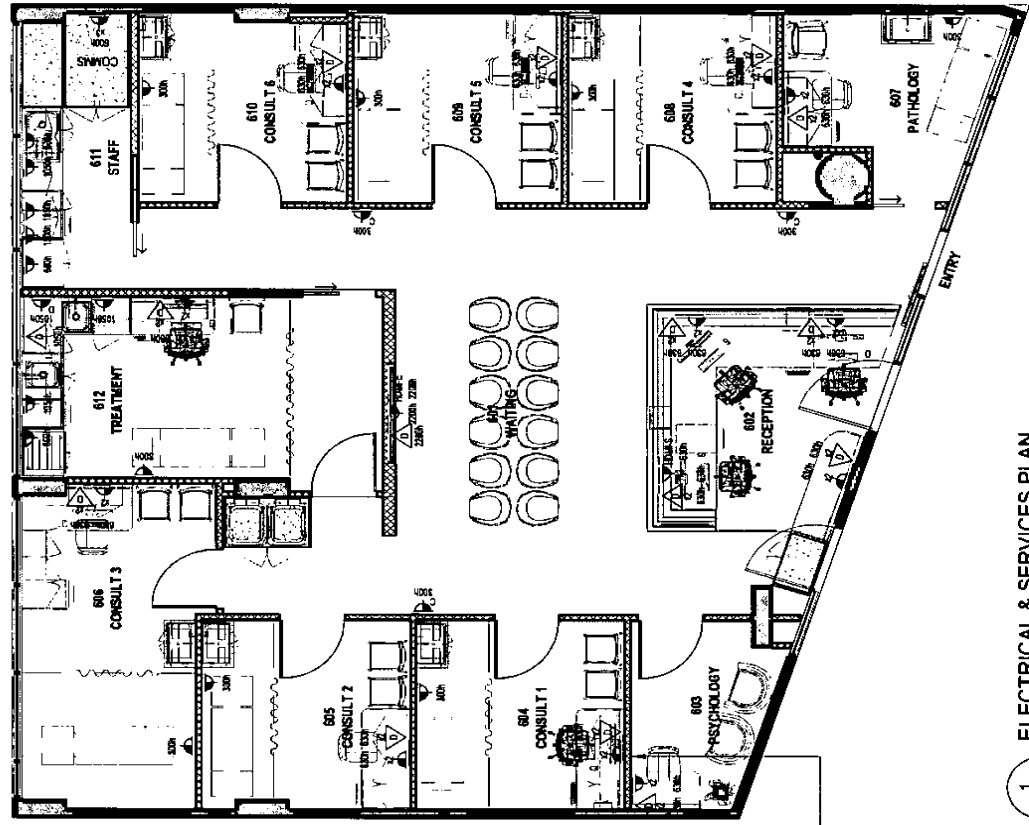
**PROJECT & CLIENT**  
DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITTSWATER ROAD  
DEE WHY NSW

**DRAWING TITLE:**  
**ELECTRICAL & SERVICES LAYOUT**

DATE:	12/03/19
SCALE @ A3:	As indicated
DRAWN BY:	SHAH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	DRAWING NO REV:
685	504 C

**LEGEND (POWER & DATA)**

- DOUBLE GPO
- DOUBLE GPO (WITH NEOM)
- DOUBLE GPO ON DEDICATED CIRCUIT
- DOUBLE GPO - CLEANERS BEIGE OUTLET
- SINGLE GPO
- SINGLE GPO FOR FAN UNIT, TO BE SWITCHED ON WITH LIGHT FOR VENTILATING CABINET/STORAGE UNIT
- SINGLE GPO ON DEDICATED CIRCUIT
- 15 AMP SINGLE GPO ON DEDICATED CIRCUIT
- DOUBLE GPO CEILING MOUNTED (CEILING CAVITY INSTALLED)
- DOUBLE GPO - FLOOR MOUNTED
- DATA OUTLET
- ETHERNET OUTLET
- FAX OUTLET
- TELEPHONE OUTLET
- FREE TO AIR TV CONNECTION
- TELEPHONE BOX
- COMPUTER PATCH PANEL
- CEC 80mm DIA. PLASTIC CABLE ENTRY CAPS COLOUR TO MATCH BENCHTOP
- MMS MAIN MASTER SWITCH PLATE FOR DENTAL EQUIPMENT/LIGHT EQUIPMENT LIGHTING TO BE SWITCHED SEPARATELY TO EQUIPMENT.
- MS SURGERY ROOM MAIN SWITCH - SWITCH PLATE FOR LIGHTS, POWER UNITS, CHAIR POWER AND X-RAY POWER.
- HARDWIRED X-RAY 240 VOLT DEDICATED CIRCUIT.
- WALL MOUNTED X-RAY TRIGGER SWITCH.
- MAIN COMPUTER DRIVE/COMPUTER SERVER ON DEDICATED CIRCUIT
- NOTES:  
1. MOUNTING HEIGHTS FOR SYMBOLS AT CENTERLINE OF UNITS ARE SHOWN ADJACENT TO THE SYMBOLS - REFER PLAN DEFAULT 3004L  
2. ALL HDW CABLES TO BE HIGH SPEED AND MAY REQUIRE BOOSTERS DEPENDING ON CABLE LENGTHS REQUIRED



**1 ELECTRICAL & SERVICES PLAN**  
1:75  
PROPOSED FLOOR AREA: 156.00 sqm

ALLOW FUTURE PLUMBING POINT FOR FUTURE WC

DRAWINGS APPROVED		
APPROVAL	TENDER	CONSTRUCTION
CHECKED BY:	DATE	SIGNATURE
PROJECT MANAGER		
DESIGNER		
APPROVED BY:	DATE	SIGNATURE
OWNER / CLIENT		

FOR CLIENTS APPROVAL

28/11/19

REV.	DESCRIPTION	DATE
B	Issue D - Sign off Set	12/03/19
A	Revision 6	14/02/2019
SH		
BY		

PROJECT & CLIENT	DR HARRY NESPOLON
PROPOSED MEDICAL FITOUT	LOT 131 & 132 627 PITWATER ROAD DEE WHY, NSW
DRAWING TITLE:	CDC LAYOUT PLAN

DATE:	12/03/19
SCALE @ A3:	1:75
DRAWN BY:	SHAH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	685
DRAWING NO. REV:	510 B

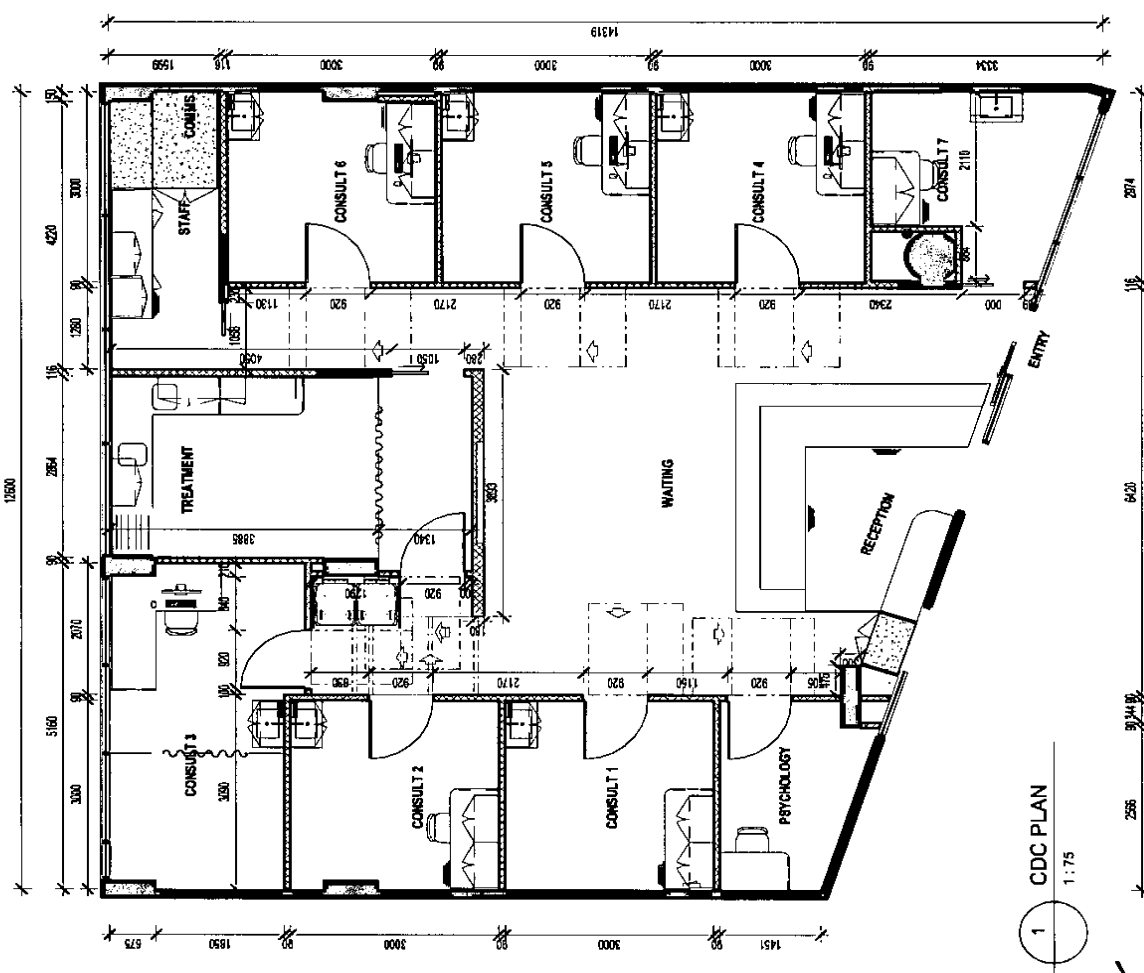
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1 CDC PLAN  
1:75

62/82

*[Handwritten signature]*

DATE	12/03/19
BY	24
DESCRIPTION	Sign of Set
Issue D	
REV	A

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DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITWATER ROAD  
DEE WHY NSW  
DRAWING TITLE:  
**DOOR SCHEDULE**

DATE:	12/03/19
SCALE @ A3:	1 : 50
DRAWN BY:	SHAH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	686
DRAWING NO:	550
REV:	A

**DOOR TYPE LEGEND:**

- TYPE A 32mm THICK SOLID MDF SWING DOOR
- TYPE B 32mm THICK SOLID MDF CAVITY SLIDER
- TYPE C 32mm THICK SOLID MDF PIVOT DOOR
- TYPE D ALUMINIUM FRAMED GLASS SWING DOOR
- TYPE E ALUMINIUM FRAMED GLASS CAVITY SLIDER
- TYPE F ALUMINIUM FRAMED GLASS EXPOSED SLIDER
- TYPE G LEAD LINED OPS DOOR
- TYPE H FRAMELESS GLASS PIVOT DOOR
- TYPE J TOP & BOTTOM FRAMED PIVOT GLASS DOOR
- TYPE K FRAMELESS GLASS AUTO SLIDING DOOR
- TYPE L DOUBLE OR ONE AND HALF 32mm THICK SOLID MDF SWING DOOR
- TYPE M OTHER SPECIFY

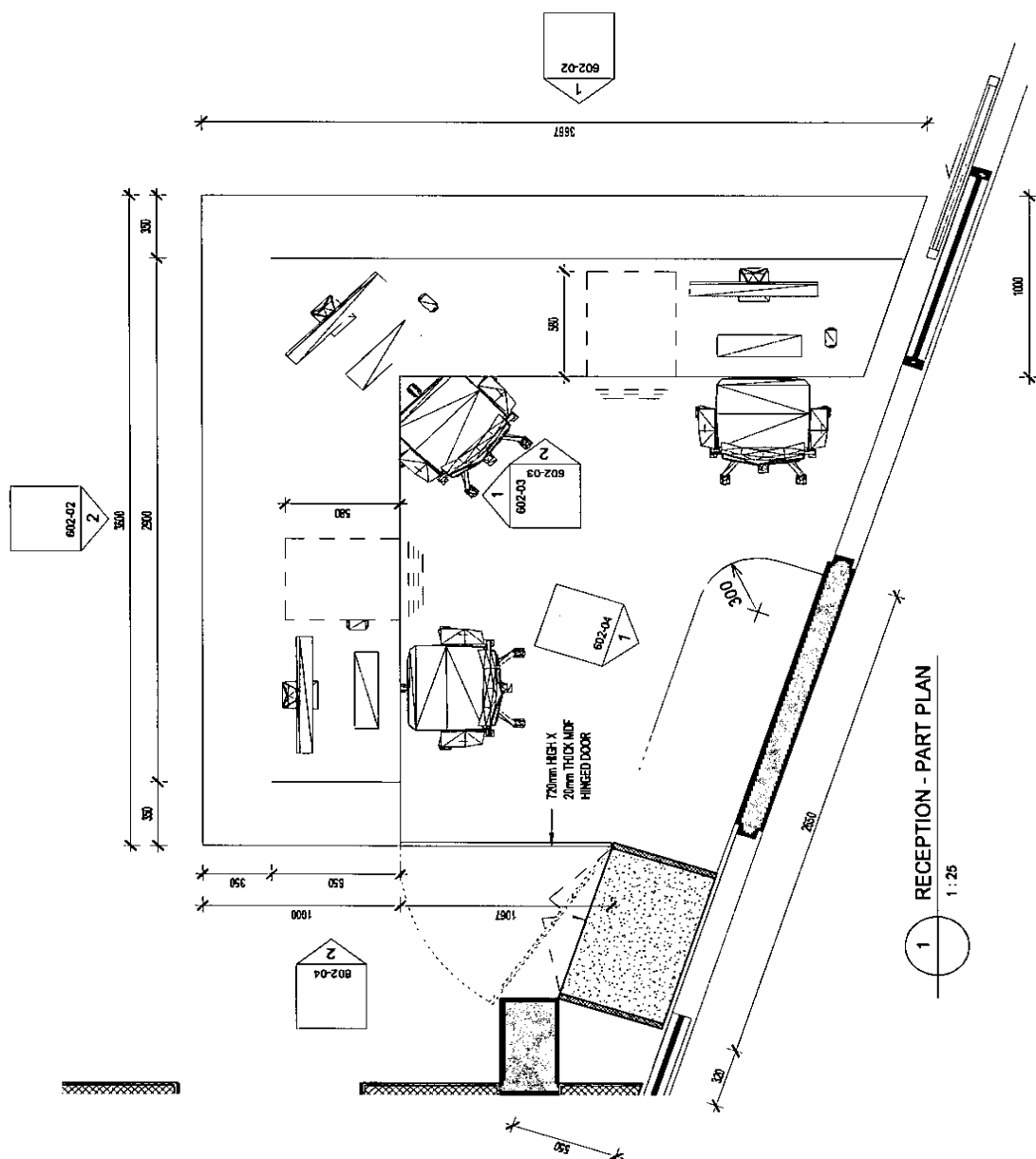
**NOTES:**  
ALL DOORS MUST HAVE A MINIMUM 80mm CLEAR OPENING.  
CHECK ALL SIZES ON SITE.

DOOR SCHEDULE						
Door No.	Room Name	Door Leaf Size	Type	Viewing Panel	Lock/Hardware	Door Closer
D01		900 x 2400mm	B			
D02		920 x 2400	A			
D03		920 x 2400	A			
D04		920 x 2400	A			
D05		1050 x 2400mm	B			
D06		1050 x 2400mm	B			
D07		920 x 2400	A			
D08		920 x 2400	A			
D09		920 x 2400	A			
D10		920 x 2400	A			
D11		920 x 2400	A			

**FOR CLIENT'S APPROVAL**

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# PRELIMINARY

REV.	DESCRIPTION	BY	DATE
A	ISSUED FOR DM1		25-01-19
B	Prelim Set Issued	AH	18/02/19
C	Issue D - Sign of Set	AH	12/03/19

DRAWN BY: SH/AH	JOB NO: 665	REV: C
CHECKED BY SH	DATE:	TOTAL PAGES:
PROJECT MGR:	SCALE @ A3: 1" = 25'	DRAWING NO: 502.04

PROJECT & CLIENT DR HARRY NESPOLON	PROPOSED MEDICAL FITOUT
LOT 131 & 132 627 PITTSWATER ROAD DEE WATY NSW	

**DRAWING TITLE:**  
**RECEPTION - PART PLAN**

[illegible]

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*Designed for Health. Built for life*

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11 Avon Road Seven Hills NSW 2147  
 PO Box 8099 Baulkham Hills 1755

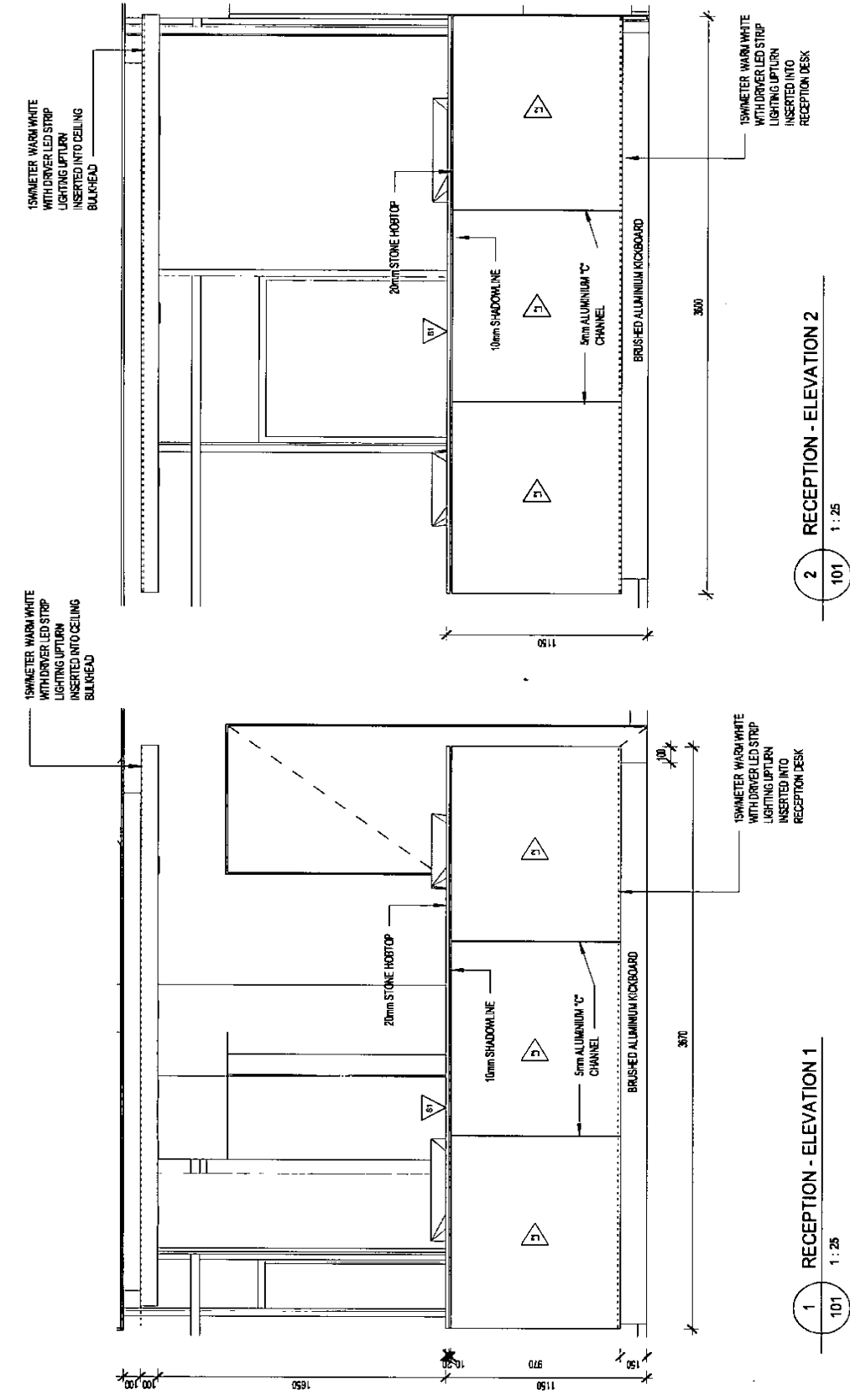
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PH 1300 001122

65/82



REV	DESCRIPTION	DATE
AH	18/02/19	12/03/19
BH	12/03/19	
BY		



FOR CLIENTS APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

2 RECEPTION - ELEVATION 2  
101 1:25

1 RECEPTION - ELEVATION 1  
101 1:25

**PERFECT PRACTICE**  
CONTEMPORARY DESIGN  
11 Avril Road Seven Hills NSW 2147  
PO Box 8099 Southorn Hills 1755  
PH 1300 00 11 22

The drawings have been prepared in accordance with the provisions of the Building Act 1993 and the Building Regulation 2006. The drawings are to be taken in conjunction with the specifications and any other documents referred to in the drawings. The drawings are to be taken in conjunction with the specifications and any other documents referred to in the drawings. The drawings are to be taken in conjunction with the specifications and any other documents referred to in the drawings.

PROJECT & CLIENT  
DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITTSVIEW ROAD  
DEE WEE NSW

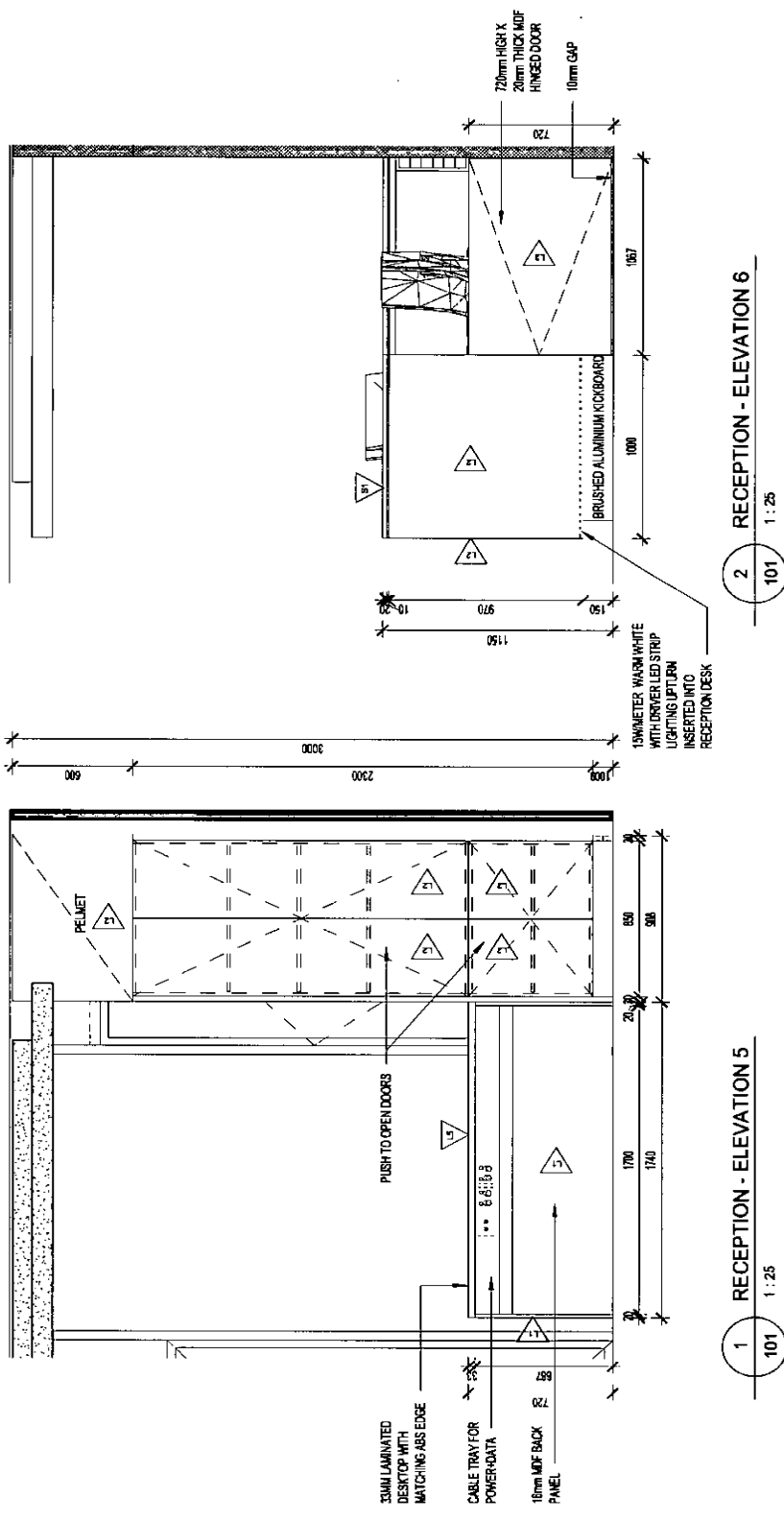
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**RECEPTION - ELEVATION 1**

DATE:	12/03/19
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DRAWN BY:	SH/SH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	602-02
DRAWING NO:	B



DATE	12/03/19	BY	AH	DESCRIPTION	18/02/19	REV.	A	Issue D - Sign off Set	B	Issue Set Issued
PERFECT PRACTICE*										
11 Anyvl Road Seven Hills NSW 2147										
PO Box 8099 Boulton Hills 1755										
PH 1300 00 11 22										
The dimensions shown are all in millimetres and to be observed on site. Dimensions are to be taken in accordance with the drawings and are to be taken in reference to walls and any discrepancies between specifications, scope of work and drawings is to be decided with the client before construction. Copyright. This document is owned by, and the copyright in it is reserved by, Perfect Practice Pty Ltd. No part of this document may be copied, reproduced, scanned or stored in any electronic database, whether in whole or part, in any form or by any means, without the prior written permission of Perfect Practice. This permission is granted on the basis that the user of this document is not to be held responsible for any use or transmission of any data party without the consent of Perfect Practice.										
PROJECT & CLIENT										
DR HARRY NESPOLON										
PROPOSED MEDICAL FITOUT										
LOT 131 & 132										
627 PITTWATER ROAD										
DEE WHY NSW										
DRAWING TITLE:										
RECEPTION - ELEVATION 3										
DATE:	12/03/19	SCALE @ A3:	1 : 25	DRAWN BY:	SHAH	CHECKED BY:	SH	PROJECT MGR:	CC	
TOTAL PAGES:										
JOB NO:	665	DRAWING NO:	602-04	REV:	B					

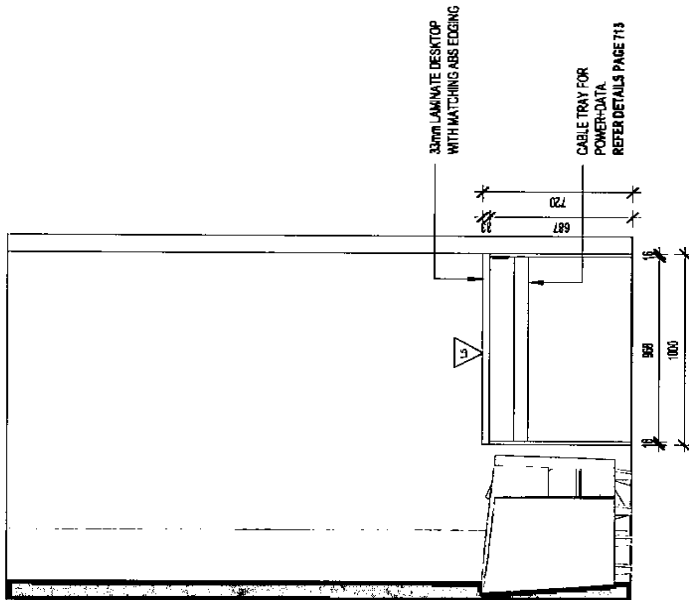
FOR CLIENTS APPROVAL



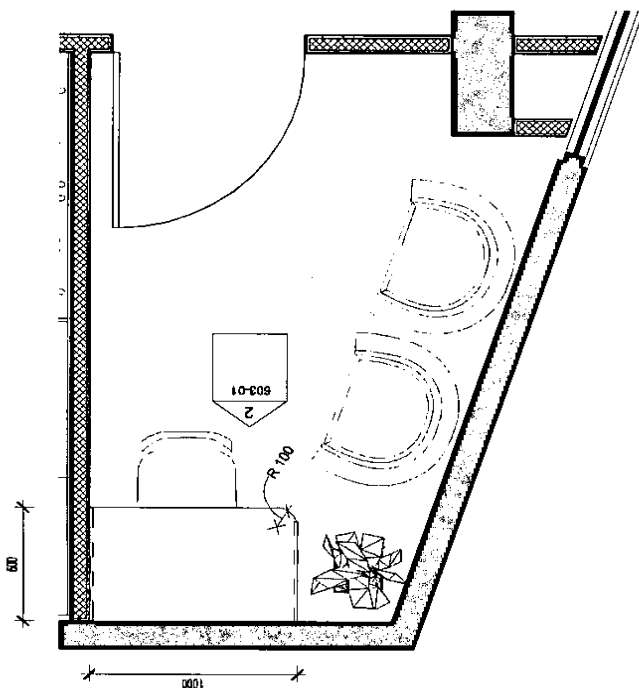
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APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

*[Handwritten signature]*

REV.	DESCRIPTION	DATE
BY	18/02/18	12/03/18
AH	Issue D - Sign off Set	
B	Issue D - Sign off Set	
A	Issue D - Sign off Set	
PH 1300 00 11 22		
PO Box 8099 Boulton Hills 1755		
11 Anvil Road Seven Hills NSW 2147		
PERFECT PRACTICE		



2 PSYCHOLOGY - ELEVATION 1  
101 1:25

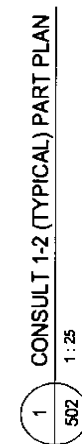


1 PSYCHOLOGY - PART PLAN  
502 1:25

FOR CLIENTS APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

*Signature*



DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

DATE	25-01-19	BY	AA	AA	AA	12/03/19
DESCRIPTION	C B A A ISSUED FOR DMT A Prelim Set Issued C Issue D - Sign off Set					

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**PROJECT & CLIENT**

DR HARRY NESPOLON

**PROPOSED MEDICAL FITOUT**

LOT 131 & 132  
627 PITWATER ROAD  
DEE WHY, NSW

**DRAWING TITLE:**

**CONSULT 1-2 (TYPICAL) - PART PLAN**

DATE:	12/03/19
SCALE @ A3:	1 : 25
DRAWN BY:	SHAH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO: DRAWING NO: REV:	
665 604-01 C	

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**PROJECT & CLIENT**  
**DR HARRY NESPOLON**  
**PROPOSED MEDICAL FITOUT**

**DRAWING TITLE:**

CONSULT 1-2 (TYPICAL)  
ELEVATIONS

DATE: 12/03/19

SCALE @ A3: 1:25

DRAWN BY: SH/AM

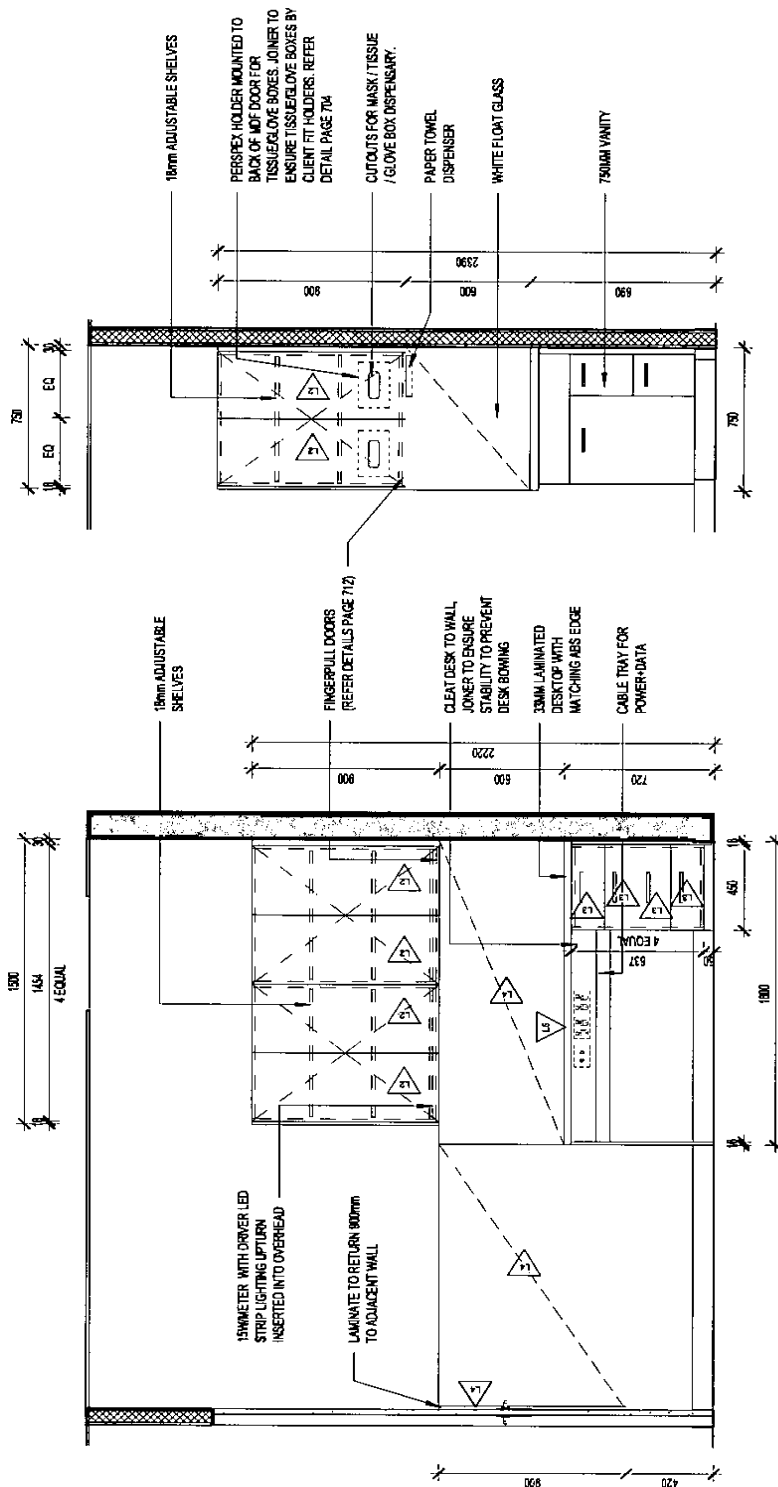
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TOTAL PAGES:

JOB NO:	DRAWING NO:	REV:
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65	604-02	B
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DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			



1 CONSULT 1-2 (TYPICAL) ELEVATION 1  
101 1:25

2 CONSULT 1-2 (TYPICAL) ELEVATION 2  
101 1:25

71/82

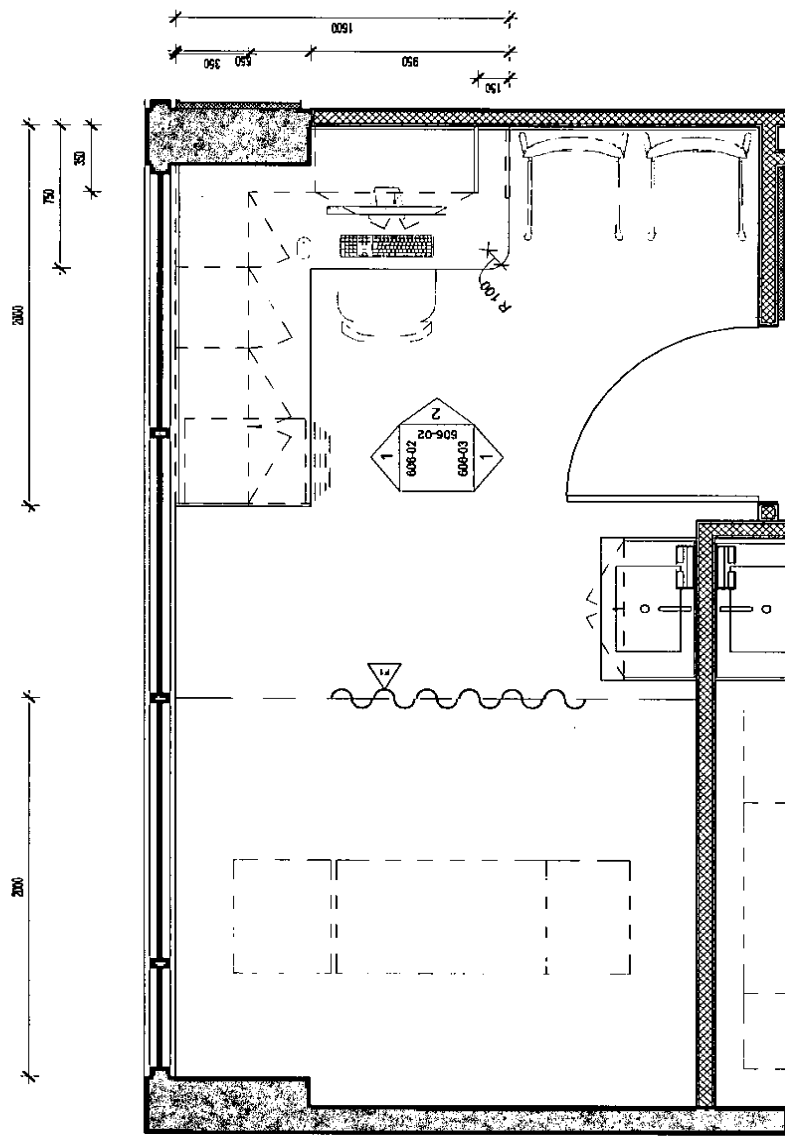
REV.	DESCRIPTION	BY	DATE
A	Prelim Set Issued	AH	18/02/19
B	Issue D - Sign off Set	AH	12/03/19

PROJECT & CLIENT	DR HARRY NESPOLON
PROPOSED MEDICAL FITOUT	LOT 131 A 132
627 PITTWATER ROAD	DEE WHY, NSW
DRAWING TITLE:	CONSULT 3 - PART PLAN
DATE:	12/03/19
SCALE @ A3:	1 : 25
DRAWN BY:	SH/SH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	DRAWING NO REV:
865	606-01 B

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FOR CLIENT'S APPROVAL









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APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

**FOR CLIENT'S APPROVAL**

DATE	18/02/19	12/03/19
BY	AH	SH/AH
DESCRIPTION	Perlin Set Issued	SH
REV.	B Issue D - Sign off Set	CC

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*\*As signed in accordance with the Act*

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PH 13 00 00 11 22

The dimensions here outlined are all in millimetres and to be checked on site. Discrepancies are to be decided with the architect or engineer before commencing construction. Outline dimensions are to be checked with the architect and any discrepancies between specifications, notes of items and drawings to be checked with this office before construction. This document is owned by, and the copyright in, the information contained in it is the property of Perfect Practice Pty Ltd. It is to be used for the purpose of the project for which it was prepared and no part of it is to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without the prior written permission of Perfect Practice Pty Ltd.

**PROJECT & CLIENT**

PROJECTOR HARRY NESPOLON  
 PROPOSED MEDICAL FITOUT

LOT 131 & 132  
 327 PITTMATER ROAD  
 DEE WHY NSW

**DRAWING TITLE:**

**PATHOLOGY - PART PLAN**

DATE:	12/03/19
SCALE @ A3:	1 : 25
DRAWN BY:	SH/AH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	

DRAWING NO:	REV:
665	607-01
	B



DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

FOR CLIENT'S APPROVAL

DATE:	12/03/19
SCALE @ A3:	1: 25
DRAWN BY:	SH/AH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	DRAWING NO:
695	607-02
	REV:
	B

REV.	DATE	BY	DESCRIPTION
A	12/03/19	AM	Issue D - Sign off Set
B	18/02/19	AM	Prelim Set issued

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PH 1300 00 11 22

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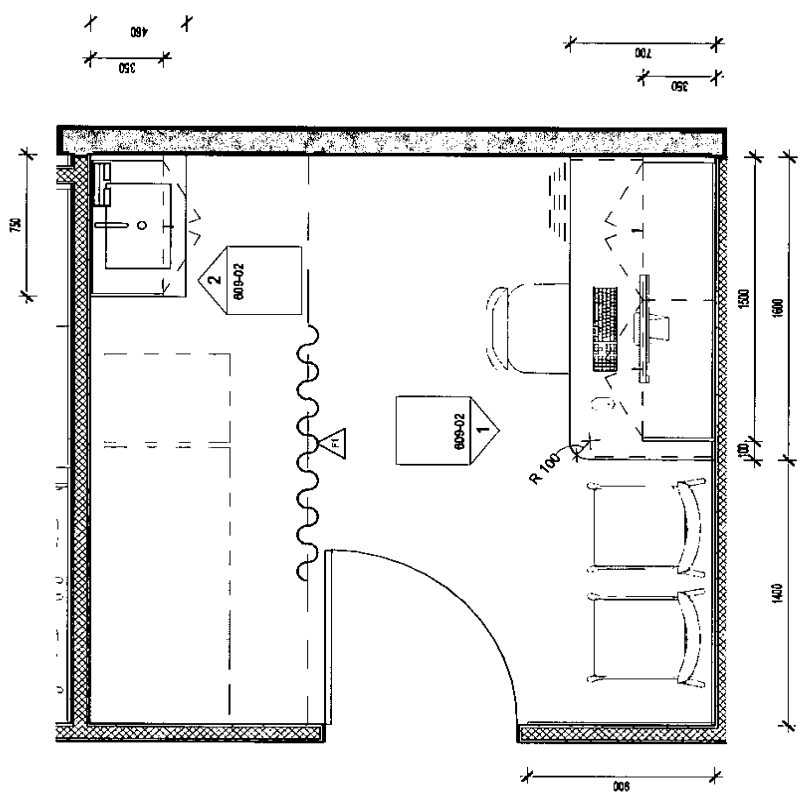
**PROJECT & CLIENT**  
DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITTWATER ROAD  
DEE WHY, NSW

**DRAWING TITLE:**  
**CONSULT 44 (TYPICAL)**  
**PART PLAN**

**DATE:** 12/03/19  
**SCALE @ A3:** 1 : 25  
**DRAWN BY:** SH/SH  
**CHECKED BY:** SH  
**PROJECT MGR:** CC  
**TOTAL PAGES:**  
**JOB NO:** DRAWING NO: REV:  
665 809-01 B

FOR CLIENT'S APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			



1 CONSULT 4-6 (TYPICAL) - PART PLAN  
502 1 : 25

77/82

REV.	DESCRIPTION	DATE
1	Issue D - Sign off Set	12/03/18
2	Issue D - Sign off Set	18/02/19
3	Issue D - Sign off Set	18/02/19
4	Issue D - Sign off Set	18/02/19
5	Issue D - Sign off Set	18/02/19
6	Issue D - Sign off Set	18/02/19
7	Issue D - Sign off Set	18/02/19
8	Issue D - Sign off Set	18/02/19
9	Issue D - Sign off Set	18/02/19
10	Issue D - Sign off Set	18/02/19
11	Issue D - Sign off Set	18/02/19
12	Issue D - Sign off Set	18/02/19
13	Issue D - Sign off Set	18/02/19
14	Issue D - Sign off Set	18/02/19
15	Issue D - Sign off Set	18/02/19
16	Issue D - Sign off Set	18/02/19
17	Issue D - Sign off Set	18/02/19
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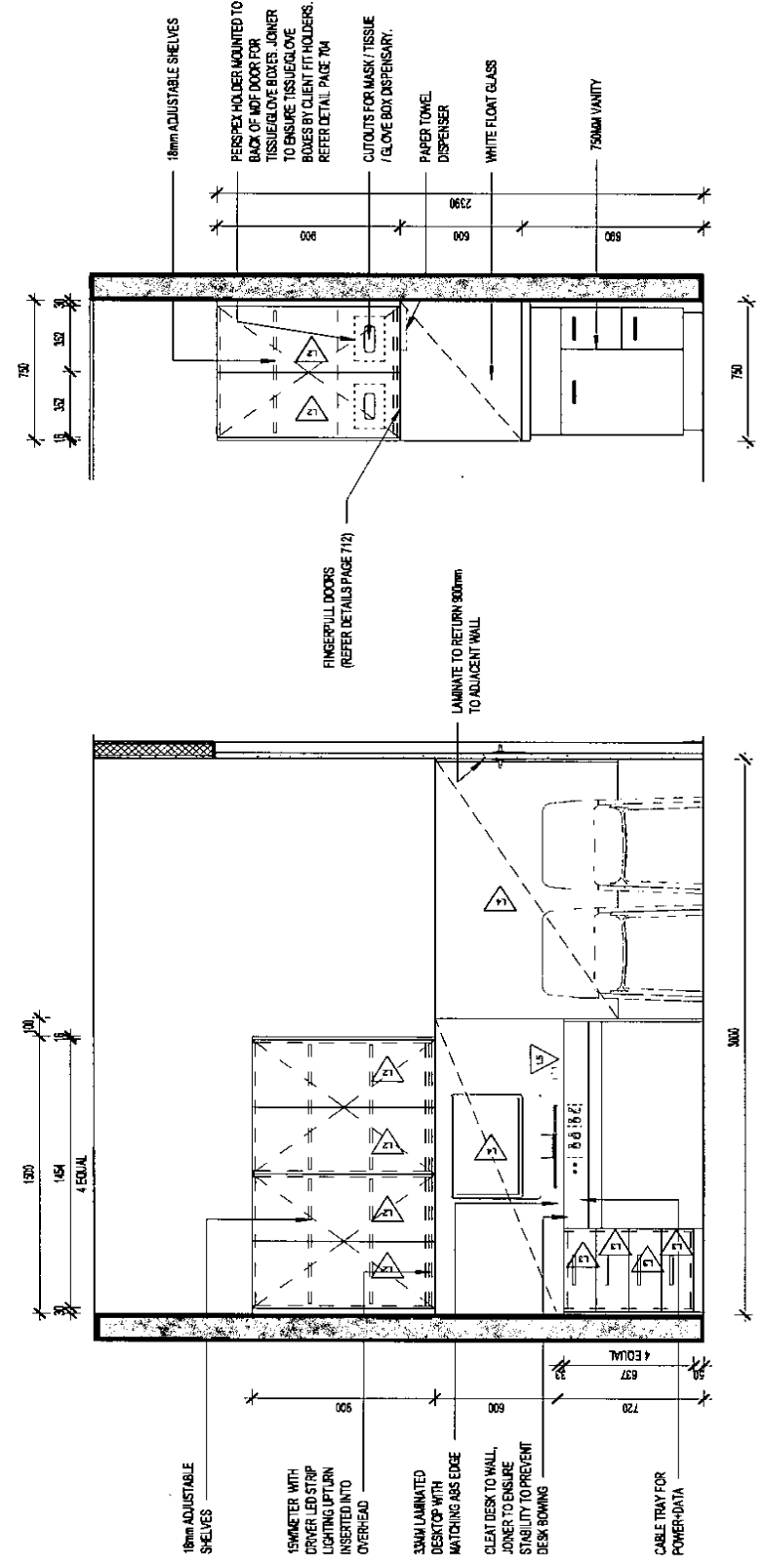
**PERFECT PRACTICE\***  
CONSTRUCTION PRACTICE  
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PO Box 8099 Boulton Hills 1755  
PH 1300 00 11 22

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PROJECT & CLIENT  
DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITTSWATER ROAD  
DEE WHY NSW

DRAWING TITLE:  
**CONSULT 4-6 (TYPICAL)  
ELEVATION**

DATE:	12/03/19
SCALE @ A3:	1 : 25
DRAWN BY:	SHAH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	865
DRAWING NO:	609-02
REV:	B



2 CONSULT 4-6 (TYPICAL) ELEVATION 2  
101 1 : 25

1 CONSULT 4-6 (TYPICAL) ELEVATION 1  
101 1 : 25

FOR CLIENT'S APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

*[Handwritten signature]*

REV	DATE	BY	DESCRIPTION
A	18/02/19	AH	Prelim Set Issued
B	12/03/19	AH	Issue D - Sign off Set

**PERFECT PRACTICE\***  
City Signage for Health Care Facility

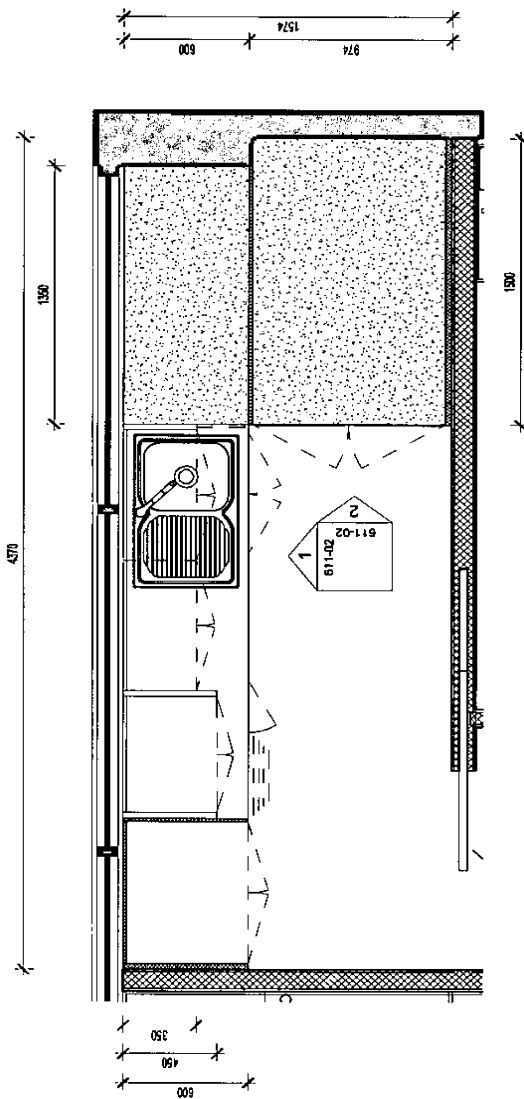
11 Avell Road Seven Hills NSW 2147  
PO Box 8099 Baulkham Hills 1755  
PH 1300 00 11 22

The dimensions have been obtained from all in millimetres and to be used as a guide only. The dimensions are to be taken in preference to the dimensions shown on the drawings. The dimensions are to be taken in preference to the dimensions shown on the drawings. The dimensions are to be taken in preference to the dimensions shown on the drawings.

**PROJECT & CLIENT**  
DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITTWATER ROAD  
DEE WHY NSW

**DRAWING TITLE:**  
**STAFF - PART PLAN**

DATE: 12/03/19  
SCALE @ A3: 1 : 25  
DRAWN BY: SH/WH  
CHECKED BY: SH  
PROJECT MGR: CC  
TOTAL PAGES:  
JOB NO: DRAWING NO: REV:  
665 611-01 8



1 STAFF - PART PLAN  
502 1:25

FOR CLIENT'S APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

*[Handwritten signature]*

DATE	12/03/19
BY	AH
DESCRIPTION	18/02/19
REV	A
Issue D - Sign off Set	
B	
Issue D - Sign off Set	

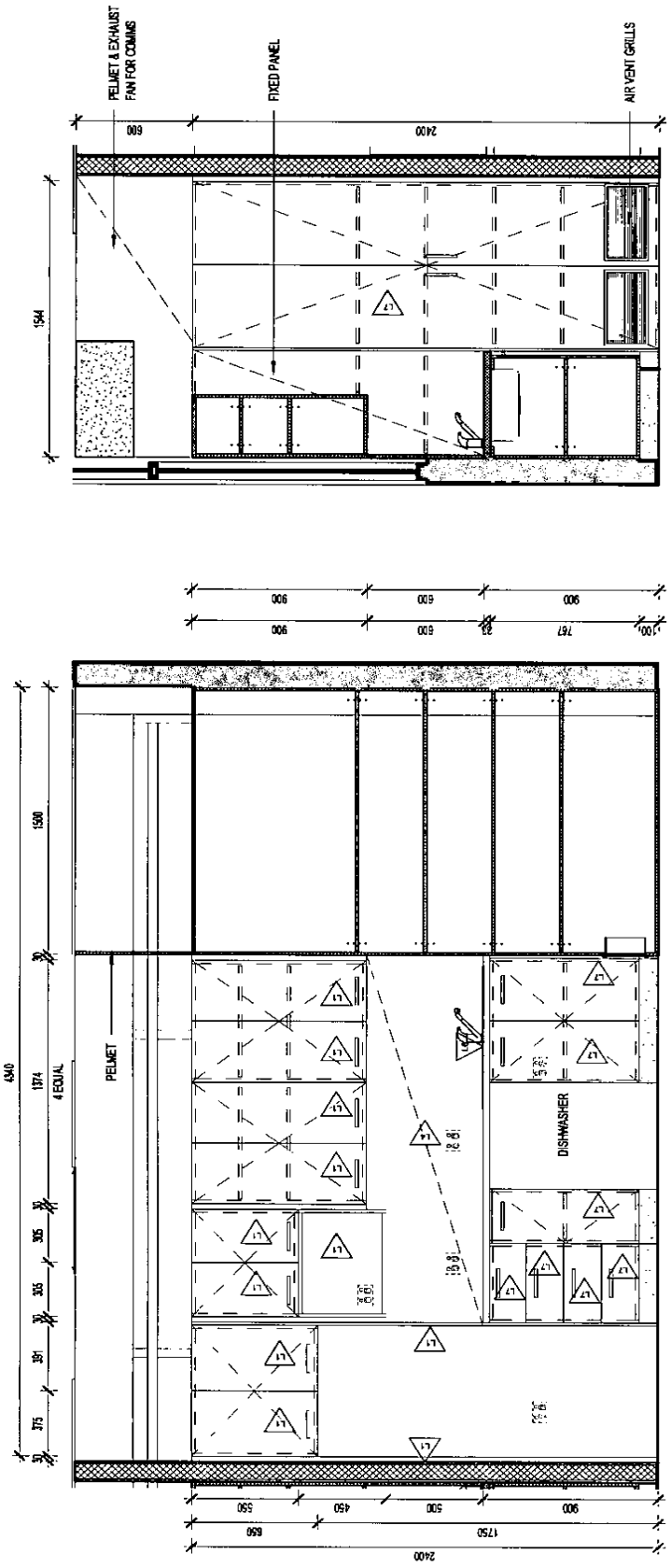
**PERFECT PRACTICE\***  
DESIGNED FOR HEALTH & CARE  
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PO Box 8099 Boulton Hills 1755  
PH 1300 00 11 22

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**PROJECT & CLIENT**  
DR HARRY NESPOLON  
PROPOSED MEDICAL FITOUT  
LOT 131 & 132  
627 PITTWATER ROAD  
DEE LARK NSW

**DRAWING TITLE:**  
**STAFF - ELEVATIONS**

DATE:	12/03/19
SCALE @ A3:	1 : 25
DRAWN BY:	SH/AH
CHECKED BY:	SH
PROJECT MGR:	CC
TOTAL PAGES:	
JOB NO:	DRAWING NO:
865	611-02
	B



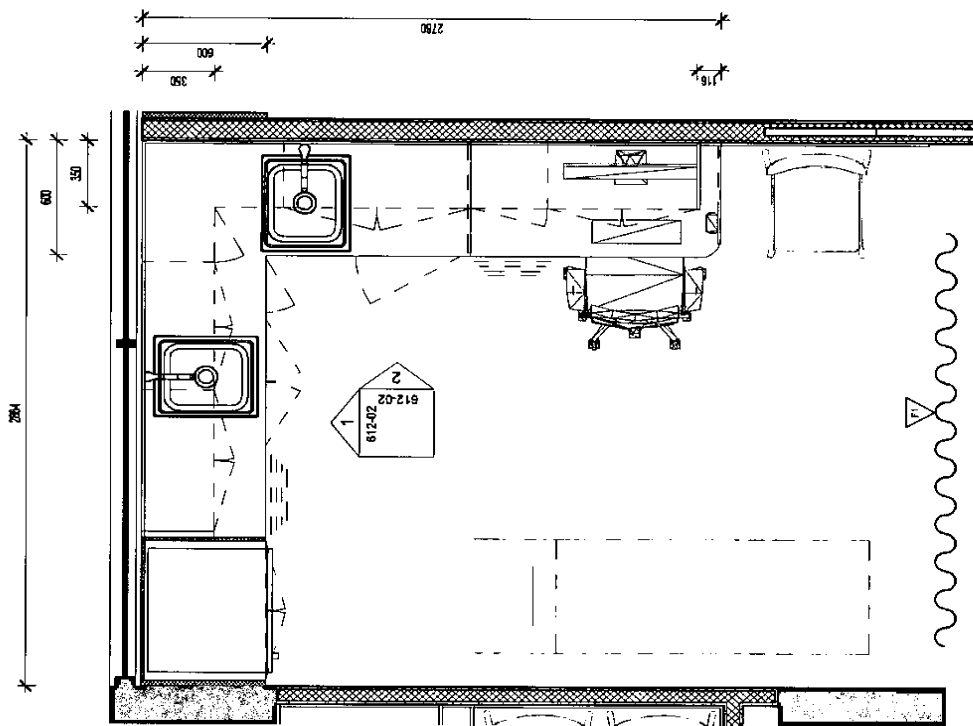
2 STAFF - ELEVATION 2  
101 1 : 25

1 STAFF - ELEVATION 1  
101 1 : 25

FOR CLIENT'S APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

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1 TREATMENT ROOM - PART PLAN  
1:25

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

## PRELIMINARY

REV.	DESCRIPTION	BY	DATE
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B	Project Set issued	AH	18/02/19
C	Issue D - Sign off Set	AH	12/03/19

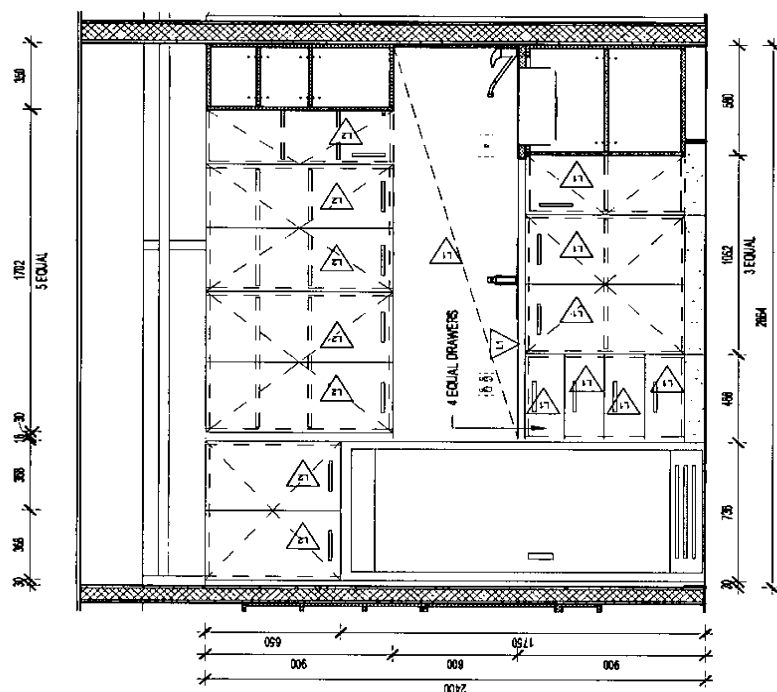
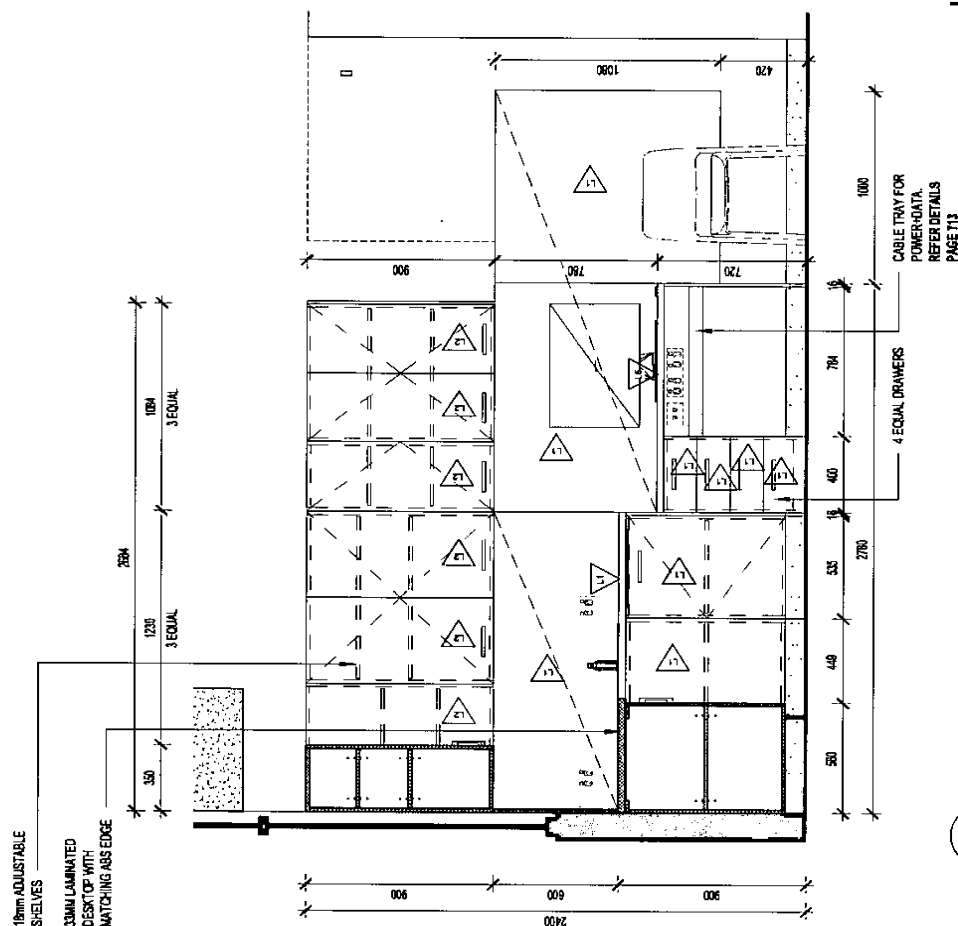
JOB NO:	REV:
665	C
CHECKED BY:	DATE:
SH	
PROJECT MGR:	SCALE @ A3:
	1:25
	DRAWING NO:
	612-01

PROJECT & CLIENT	DR HARRY NESPOLON
PROPOSED MEDICAL FITOUT	LOT 131 & 132
	627 PITTWATER ROAD
	DEE WHY, NSW

DRAWING TITLE	TREATMENT - PART PLAN
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The drawings have been prepared and are all in accordance with the requirements of the relevant authorities and are to be used for the purpose of obtaining a building permit. The drawings are to be used in accordance with the requirements of the relevant authorities and are to be used for the purpose of obtaining a building permit. The drawings are to be used in accordance with the requirements of the relevant authorities and are to be used for the purpose of obtaining a building permit.

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PO Box 8099	Baulkham Hills 1755
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FOR CLIENT'S APPROVAL

DRAWINGS APPROVED			
APPROVAL	TENDER	CONSTRUCTION	
CHECKED BY:	DATE	SIGNATURE	
PROJECT MANAGER			
DESIGNER			
APPROVED BY:	DATE	SIGNATURE	
OWNER / CLIENT			

TREATMENT - ELEVATION 2	
2	1:25
101	

1	TREATMENT - ELEVATION 1
101	1:25

82/82



## Approved Form 10

LM WITH AP447193

### 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 98753 was affixed on ^ 6/8/19 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

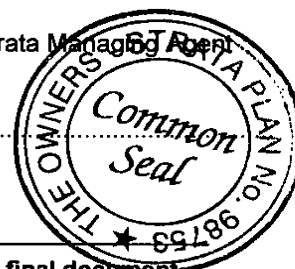
Signature: [Signature] Name: Scott Martin

Authority: Strata Managing Agent

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Authority: \_\_\_\_\_

^ Insert appropriate date

\* Strike through if inapplicable.



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1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Form: 15CH  
Release: 2.3

**CONSOLIDATION  
CHANGE OF BY-LAW**

New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AQ666243D**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises by this form for the establishment and maintenance of the Real Property Act Register. Section 95B 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/SP98753

**(B) LODGED BY**

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- (C) The Owner-Strata Plan No. 98753 certify that a special resolution was passed on 30/6/2020
- (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. 2 (Vehicles) and 16 (Keeping of Animals)  
Added by-law No. 48-51, Special By-laws 5 & 6  
Amended by-law No. NOT APPLICABLE  
as fully set out below :

- PLEASE SEE ATTACHED ANNEXURE "A" FOR CONSOLIDATED BY-LAWS
- BY-LAW 48 (VEHICLES AND PARKING SPACES) IS AT PAGE 19 OF ANNEXURE "A"
- BY-LAW 49 (KEEPING OF ANIMALS) IS AT PAGE 22 OF ANNEXURE "A"
- BY-LAW 50 (SMOKE PENETRATION) IS AT PAGE 23 OF ANNEXURE "A"
- BY-LAW 51 (NOTICE BOARD) IS AT PAGE 23 OF ANNEXURE "A"
- SPECIAL BY-LAW 5 (INSTALLATION OF CHILD WINDOW SAFETY DEVICES) IS AT PAGE 84 OF ANNEXURE "A"
- SPECIAL BY-LAW 6 (COMMON PROPERTY MEMORANDUM) IS AT PAGE 87 OF ANNEXURE "A"

- (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. 98753 was affixed on 16-12-2020 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 : STRATA MANAGER

Signature :

Name :

Authority :



**ANNEXURE "A"**

*SP 98753 Consolidated By-Laws*

**STRATA PLAN 98753  
BY-LAWS**

**A BY-LAWS**

**1. Noise**

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

**2. Vehicles**

Repealed and replaced by By-law 48 – Vehicles and Parking Spaces.

**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:

- (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 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 sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
  - e. any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 4. Any such locking or safety device, screen, other device, structure or sign 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.

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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, structure or sign 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. 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.

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### **12. Storage of inflammable liquids and other substances and materials**

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

### **13. Moving furniture and other objects on or through common property**

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.

### **14. Floor coverings**

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

### **15. 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.



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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:
  - a. must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - b. must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
  - c. if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
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.
5. This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

### **16. Keeping of animals**

Repealed and replaced by By-Law 49 – Keeping of animals.

### **17. Appearance of lot**

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

### **18. 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).

### **19. 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.

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### **20. Prevention of hazards**

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

### **21. 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. security services,
  - b. promotional services,
  - c. advertising,
  - d. commercial cleaning,
  - e. domestic services,
  - f. garbage disposal and recycling services,
  - g. electricity, water or gas supply,
  - h. 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.

### **22. Controls on hours of operation and use of facilities**

1. The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
  - a. that commercial or business activities may be conducted on a lot or common property only during certain times,
  - b. that facilities situated on the common property may be used only during certain times or on certain conditions.
2. An owner or occupier of a lot must comply with a determination referred to in clause (1).

### **23. 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 used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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### 24. 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.

### 25. Definitions

In this By-Law instrument the following words have the following meanings ascribed to them unless the context otherwise requires:

**"air conditioning unit"** means the individual air conditioning unit or units as the case may be that exclusively service an individual lot together with pipes, wires, cables, fan coils and ducts and the like located within or servicing the lot;

**"building"** means the Strata Scheme created on the registration of the Strata Plan;

**"invitee(s)"** means a person who is a guest invitee or authorised employee or contractor of an owner or occupier or of the Owners Corporation;

**"owner(s)"** means the owners(s) for the time being of a lot or lots;

**"residential lots"** means any one of lots 1 - 123 inclusive;

**"retail/commercial lots"** means lots 124 - 134 inclusive;

**"rooftop lot"** means lot 135 & 136;

**"rules"** means the rules made under these By-Laws.

### 26. Air conditioning units for retail/commercial lots

26.1 Each of the retail/commercial lot owners shall have at all times hereafter free of any fee the right to supply and install at their own cost an air conditioning unit connected to their lot subject to the provisions of this By-Law.

26.2 The right to install and connect such systems is subject to the system:

- a. being installed by a suitably licensed and insured tradesperson;
- b. being insured, operated, maintained, repaired and replaced at the cost of the respective lot owner and
- c. being in accordance with the Owners Corporation's reasonable requirements and any other applicable authority.

26.3 The lot owner must:

- a. accept liability for any damage caused to the common property or their lot as a result of the system and its' installation and make good that damage immediately after it occurs; and
- b. at all times indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal fees) as a result of the performance, maintenance or repair/replacement of the system and will pay these costs on demand.

26.4 If the owner fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part or parts of the lot to carry out that work;

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- c. recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.

### **27. Responsibility for costs and expenses of maintaining, repairing, cleaning and replacing common property areas the subject of exclusive use by-laws**

- 27.1 Unless a By-Law specifies otherwise the Owners Corporation is to continue to be responsible for the proper maintenance, repair, cleaning and replacing the common property including common property areas the subject of exclusive use and special privilege By-Laws.
- 27.2 The owners must give the Owners Corporation access to those common property areas the subject of exclusive use and special privilege By-Laws at all times to allow the Owners Corporation to inspect and carry out any necessary maintenance, repairs, cleaning or replacement of those areas

### **28. Signage (residential lots)**

- 28.1 An owner or occupier of a residential lot must not without the prior consent of the Owners Corporation affix or exhibit any sign, placard, banner, light, advertisement, name or notice in any window or other part of the lot unless it is inside the lot and is not visible from outside the lot.
- 28.2 Notwithstanding the above provisions, an owner of a residential lot may erect a "For Sale" sign without requiring approval of the Owners Corporation subject to strict compliance of the following conditions:
  - i. One sign only per Lot;
  - ii. The size of the sign being no greater than 1.2m<sup>2</sup> and non-illuminated;
  - iii. The sign must be removed within five (5) days of sale;
  - iv. The sign to be located on the planter box facing Pittwater Road only without damage to the common property.
- 28.3 The Developer intends to display "For sale" and "For lease" signs for any lot not sold or leased.

### **29. Planter boxes and pot plants (residential lots)**

- 29.1 An owner or occupier of a residential lot shall in respect of any planter box or pot plant on the balcony or terrace of the lot ensure that:
  - a. all plants and soil are properly kept and maintained;
  - b. no water goes on to the common property or another lot when watering the planter box or pot plant.
- 29.2 An owner or occupier must not use any planter box or pot plant in such a way that will:
  - a. damage common property or another lot; or
  - b. create a nuisance or hazard.

### **30. Aerials satellite dishes and security devices**

An owner or occupier must not (unless with the prior consent of the Owners Corporation) attach or hang any aerial, satellite dish or security device or wires to or from the outside of the lot.

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### **31. Window coverings residential lots**

An owner or occupier of a residential lot must not install any blinds, curtains, louvres or other window treatment ("window treatment") to the lot visible from outside that lot other than window treatment having a backing in an off-white or cream colour or otherwise approved by the Owners Corporation. In giving its approval the Owners Corporation must ensure so far as practicable that any backing used presents a uniformed appearance viewed from outside the building.

### **32. Use of retail/commercial lots'**

32.1 The owner or occupier of a retail/commercial lot shall have the right to use their retail/commercial lot for any retail/commercial purposes respectively permitted by law subject to the following conditions:-

- a. obtaining the prior written approval of the Owners Corporation to such use and the works associated with same which may be given subject to such conditions as the Owners Corporation may deem appropriate provided such approval(s) shall not be unreasonably withheld;
- b. compliance with all relevant planning laws imposed by any governmental authority and the obtaining by the owner of all relevant consents to the proposed use of the retail/commercial lot from all relevant consent authorities;
- c. the owner shall from time to time pay 'on demand by the Owners Corporation to the Owners Corporation all extra or excess premiums and other charges (if any) for insurances effected by the Owners Corporation payable on account of the extra risk caused by the use to which the retail or commercial lot is put by the owner;
- d. the owner or occupier will not at any time do or suffer to be done or allow any act matter or thing upon the retail/commercial lot or bring or keep anything therein whereby any insurance relating to the retail/commercial lot against damage by fire and other risks may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and where the Owners Corporation shall approve in writing of any proposal of the owner to increase the risk of fire the owner shall pay all additional premiums of insurance (if any) required on account of the additional risk caused by the use to which the premises are put by the owner with the approval aforesaid.

32.2 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.

32.3 If the owner or occupier fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. enter upon any part or parts of the lot to carry out that work;
- c. recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.

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**33. Signage (residential/commercial lots)**

33.1 The owners of retail/commercial lots are conferred with the special privilege of having the exclusive use and enjoyment of that part of the common property directly outside the lot and facing the street including the underside of the awning directly outside the lot as is reasonably necessary solely for the purposes of erecting and keeping an awning sign and/or a sign thereon (the "signage") (such signage to be of reasonable size and character) and also the special privilege of altering that part of the common property directly outside the lot as aforesaid which is necessary for the purposes of erecting the signage and effecting structural work or installation or power connection associated therewith subject to the following conditions:-

- a. obtaining the prior written consent of the Owners Corporation to such signage and the works associated with same subject to such conditions as the Owners Corporation may deem appropriate provided such approval(s) shall not be unreasonably withheld;
- b. the owners shall be solely responsible at its cost and expense for the proper maintenance and keeping in a state of good service and/or repair the part of the common property as altered and the signage erected by such owner;
- c. all necessary permits, licences or consents required by the consent authority or any other statutory or lawful authority for the installation of the signage must be obtained before the signage is carried out and the Owners Corporation will not unreasonably withhold its consent to any application by the owner for approval to any such signage by the consent authority or other statutory or lawful authority as aforesaid;
- d. the owners must not do or suffer to be done in or to the common property any act or thing by reason of which any increase or actual premium may become payable for this insurance thereof and the owners shall from time to time on demand by the Owners Corporation pay to the Owners Corporation all extra or excess premiums and other charges (if any) for insurance effected by the Owners Corporation payable on account of the extra risk causes by any matter or thing arising out of the signage of the owner or the use of the common property by the owner;
- e. the owners shall be responsible, at its sole cost and expense, for making good any damage caused to the common property directly or indirectly as a result of the installation of the signage and shall indemnify and keep indemnified the Owners Corporation in respect of any damage to the common property arising out of the signage being or having been installed;
- f. the owners shall be the owners of the signage and in the event that the signage has to be removed by order of the relevant authority or the Owners Corporation, the owner of the lot, at its sole cost and expense must in compliance with the reasonable requirements of that authority or the Executive Committee of the Owners Corporation:-
  - i. do so; and
  - ii. make good any damage to the common property as a result of such removal,and the Owners Corporation is conferred with the power and authority to carry out the necessary work and recover the costs of carrying out the work hereinbefore referred to from the respective owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid if the owner or occupier fails to comply with any obligation under this By-Law.

33.2 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.

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- 33.3 This special privilege in relation to signage does not extend to the fascia of the awning of the building.
- 33.4 Notwithstanding the above provisions, an owner of a retail/commercial lot may erect a "For Sale" sign without requiring approval of the Owners Corporation subject to strict compliance of the following conditions:
- i. One sign only per Lot;
  - ii. The size of the sign being no greater than 1.2m<sup>2</sup> and non-illuminated;
  - iii. The sign must be removed within five (5) days of sale;
  - iv. The sign to be located on the planter box facing Pittwater Road only without damage to the common property.
- 33.5 The Developer intends to display "For sale" and "For lease" signs for any lot not sold or leased.
- 34. Retail/commercial shopfronts and entry doors**
- 34.1 An owner or occupier of a retail/commercial lot must keep clean and maintain in good condition and repair or replace as necessary any shop front or entry door relating to such lot whether a part of the lot or common property.
- 35. Common property keys and locks**
- 35.1 The Owners Corporation shall have the power to control the issue of keys, cards or devices to common property areas by means including but not limited to restricting the number of keys, cards or devices requiring the payment of a deposit for the issue of a key, card or device etc.
- 35.2 Upon request by the Owners Corporation the owner or occupier of a lot must return all keys in its possession or control being keys, cards or devices which operate common property doors or other security apparatus to or within the building.
- 36. Rooftop lot**
- 36.1 Proposed lots 135 and 136 in the Draft Strata Plan situated on the roof of the Buildings may be retained by the Vendor or its assigns of lots 135 and 136, any may be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment and associated services and connections or any other equipment or facility allowed by any competent authority, and installed in accordance with the approval and requirements of such authority ("The Equipment"). All costs associated with the installation, maintenance and operation of the Equipment will be the sole responsibility of the proprietor of lots 135 and 136 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the Equipment, the additional cost will be the responsibility of the proprietor of lots 135 and 136.
- 36.2 The Owners Corporation will promptly provide its consent to any application to any competent authority relating to the Equipment requested by or on behalf of the proprietor of lots 135 and 136.
- 36.3 Provided the proprietor of lots 135 and 136 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of the Equipment, the Owners Corporation (nor any owner or occupier) must not make any objection to the use of the lots (or part thereof) as contemplated by this By-Law.



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### **37. Fenced outdoor area**

- 37.1 An owner or occupier of a lot and their guests may use the fenced outdoor area on the common property. An owner or occupier of a lot must accompany their guests when they are in this area.
- 37.2 The Owners Corporation must control, manage, operate and maintain the fenced outdoor area. Nothing requires the Owners Corporation to supervise the use of the fenced outdoor area by the owner or occupier of a lot and their guests.
- 37.3 An owner or occupier of a lot and their guests may use the fenced outdoor area between the hours of 8:00am to 8:45pm each day (or at other hours authorized by the Owners Corporation).
- 37.4 An owner or occupier of a lot and their guests may not use the fenced outdoor area for any non-recreational purpose (unless authorized by the Owners Corporation).

### **38. Moving and delivering of furniture and goods**

- 38.1 A lot owner must:
- make arrangements with the Owners Corporation at least 48 hours before moving furniture or goods through the Building.
  - reserve use of the lift or any applicable part of the carpark (if these areas are needed for the delivery of the furniture or goods);
  - move furniture and goods through the Building according to the instructions of the Owners Corporation; and
  - comply with the reasonable requirements of the Owners Corporation about moving furniture and goods through the Building, including requirements to fit an apron cover to the lift while moving the furniture or goods.

### **39. Access for maintenance of skylights**

- 39.1 The Owners must give the Owners Corporation access to their lots upon giving reasonable notice to allow the Owners Corporation to inspect and carry out any necessary maintenance to the skylights when required.

### **40. Grease trap**

- 40.1 In connection to any existing or proposed grease trap, the owner or occupier of Lots 125 and 128 in the proposed scheme must:-
- Comply with all conditions of approval of Northern Beaches Council and Sydney Water;
  - Use a licensed plumber; and
  - Carry out the connection in a proper workmanlike manner.
- 40.2 The owner or occupier of Lots 125 and 128 in the proposed scheme must at his own cost repair any damage to the common property or the property of the owner or occupier of another lot, occurring in the installation, maintenance, replacement, repair, renewal, or removal of a connection to a grease trap.
- 40.3 In using a grease trap the owner or occupier of Lots 125 and 128 must:-
- fulfill the terms of contracts and arrangements entered into with any pump out contractor and any other necessary contractor; and
  - only use the grease trap for its intended purpose as a grease trap and for no other plumbing purpose.

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- 40.4 The owner or occupier of Lots 125 and 128 shall be responsible to keep the grease trap and any connection to it:-
- properly and adequately maintained in a state of good and serviceable repair,
  - adequately clean and free of vermin and
  - regularly pumped out and cleaned in accordance and compliance with all conditions of use and the requirements of the Owners Corporation, Sydney water, Northern Beaches Council and any other Government or Regulatory Authority.
- 40.5 Where the grease trap serves or is used by more than one lot then each of the owners or occupiers of the lots so serviced shall be jointly and severally responsible and liable and liable to meet the obligations and liabilities imposed by this by law.
- 40.6 The owner or occupier of Lots 125 and 128 must indemnify the Owners Corporation and the owners and occupiers of other lots against any liabilities or expense that would not have been incurred if the grease trap had not been used.
- 40.7 The Owners Corporation by its servants and agents shall be entitle to have access to the grease trap and connections to the grease traps the subject of this by law upon reasonable notice to the owner or occupier of Lots 125 and 128 to inspect such areas or for any other purpose permitted under the Act.

### **41. Exhaust fan**

- 41.1 In connection to any existing or proposed exhaust fan, the owners or occupiers of Lots 125 and 128 in the proposed scheme must properly maintain and keep the common property to which their exhaust fan works are erected or to be erected in a state of good and serviceable repair and subject to any reasonable requirements of the owners corporation.
- 41.2 So much of the exhaust fan works that are visible from outside a lot, must be in keeping with the rest of the building.
- 41.3 The exhaust fan works shall remain the owner's fixtures.
- 41.4 If any Owners fail to comply with any obligation under this by law, then the Owners Corporation may:
- Carry out all necessary works to perform that obligation;
  - Enter upon any part of the parcel to carry out that work; &
  - Recover the costs of carrying out that work from the defaulting Owner.
- 41.6 Where the exhaust fan serves or is used by more than one lot then each of the owners or occupiers of the lots so serviced shall be jointly and severally responsible and liable and liable to meet the obligations and liabilities imposed by this by law.

### **42. Exclusive use by-law 1**

#### **42.1 Use of Common Property - Lot 124**

The proprietor for the time being of Lot 124 ("the Lot") shall be entitled to use that part of the common property shown as "(A) PT 124 - 13m<sup>2</sup>" on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables and chairs, subject to the following conditions:

- The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;

## ANNEXURE "A"

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- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

### Annexure below

#### 43. Exclusive use by-law 2

##### 43.1 Use of Common Property – Lot 125

The proprietor for the time being of Lot 125 ("the Lot") shall be entitled to use that part of the common property shown as "(B) PT 125 - 6m<sup>2</sup> on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables, umbrellas and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

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### **44. Exclusive use by-law 3**

The proprietor for the time being of Lot 126 ("the Lot") shall be entitled to use that part of the common property shown as "(C) PT 126 - 13m<sup>2</sup> on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

### **45. Exclusive use by-law 4**

#### **45.1 Use of Common Property - Lot 127**

The proprietor for the time being of Lot 127 ("the Lot") shall be entitled to use that part of the common property shown as "(D) PT 127 - 10m<sup>2</sup>" on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;

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- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.

### 46. Exclusive use by-law 5

#### 46.1 Use of Common Property- Lot 128

The proprietor for the time being of Lot 128 ("the Lot") shall be entitled to use that part of the common property shown as "(E) PT 128 - 33m<sup>2</sup>" on the attached plan ("the Licensed Area") for the purpose of placing on the Licensed Area tables, umbrellas and chairs, subject to the following conditions:

- a. The Licensed Area may be used for the purpose described above and no other purpose, and may only be used in conjunction with the business being conducted on the Lot;
- b. The proprietor of the Lot will be responsible for the maintenance and repair of the Licensed area and in the absence of it carrying out those responsibilities, the owners corporation may carry them out at any time and recover the costs from the proprietor of the Lot as a debt;
- c. The proprietor of the Licensed Area must indemnify the owners corporation against any cost incurred by the body corporate as a result of use of the Licensed Area in accordance with this by-law;
- d. The proprietor of the Lot must keep the Licensed Area clean at all times and in the absence of it doing so, the owners corporation may do so at any time and recover the costs from the proprietor of the Lot as a debt;
- e. The proprietor of the Lot must remove all tables, umbrellas and chairs from the Licensed Area outside the hours of trade;
- f. The proprietor of the Lot must not conduct any trade from the Licensed Area except in accordance with the requirements of the Northern Beaches Council and otherwise only between the hours of 6.00am to 9.00pm daily.



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Annexure to By-Laws 42-46

Req:R818135 /Doc:SP 0098753 D /Rev:24-Dec-2018 /Sta:SC.OK /Egs:ALL /Prt:16-Jan-2019 13:46 /Seq:21 of 22  
 Ref:19758 /Src:B

Approved Form 7	Strata Plan By-laws	Sheet 21 of 22 sheet(s)
Registered:  21.12.2018	<h1>SP98753</h1>	Office Use Only

**PLAN**  
 OF EXCLUSIVE USE AREAS ON THE GROUND FLOOR  
 WITHIN S.P. 98753 FOR LOTS 124, 125, 126, 127 & 128  
 RATIO 1:125

**NOTES:**  
 CP - DENOTES COMMON PROPERTY  
 PR - DENOTES PROLONGATION OF FACE OF WALL  
 DENOTES EXCLUSIVE USE AREA WHOLLY COVERED

**EXCLUSIVE USE AREAS**

(A) PT 124	17m <sup>2</sup>
(B) PT 125	6m <sup>2</sup>
(C) PT 126	17m <sup>2</sup>
(D) PT 127	10m <sup>2</sup>
(E) PT 128	33m <sup>2</sup>

DATE: 04/11/2018  
 REFERENCE: 19758

*Handwritten signature/initials*

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### 47. Empowering by-law - Delegation Minor Renovations

#### PART 1 – DEFINITIONS & INTERPRETATION

##### 1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
  - (i) installing or replacing wood or other hard floors; and
  - (ii) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

##### 1.2 In this by-law a word which denotes:

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

#### PART 2 – GRANT OF RIGHTS

- 2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

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### 48. Vehicles and Parking Spaces

48.1 For the purposes of this clause:

**Building** means the whole building allocated at 5 Mooramba Road, Dee Why known as "Osprey" and registered as Strata Plan 98753 at NSW Land Registry Services.

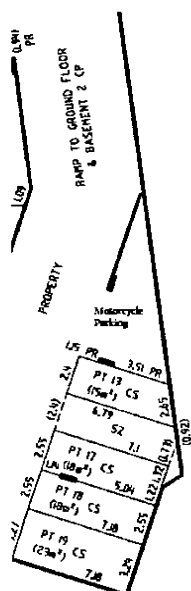
**Expenses** means Administrative Cost, Recovery Costs, Breach Expenses and Recovery Expenses as defined in this clause By-Law.

**Visitor** means a person who stays in an Owner or Occupiers' Lot, for not more than 24 hours in any one week.

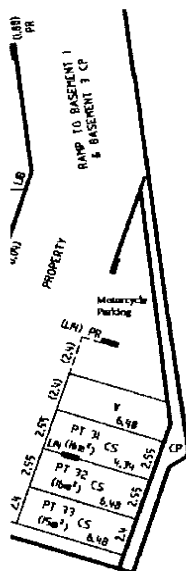
### 48.2. Parking on Common Property

- An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with prior written approval of the owners corporation.
- The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
- Despite clause (a) above, the owners corporation agree to an owner or occupier of a lot, parking their motorcycle in the designated common property area as shown in the diagram below.

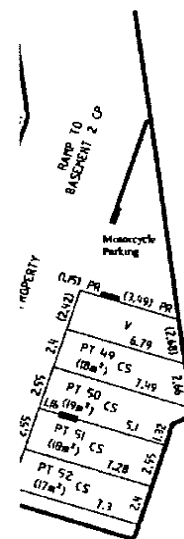
### Location of Motorcycle parking



Basement 1



Basement 2



Basement 3

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### 48.3. Visitor Car Spaces

An Owner or Occupier of a Lot must:

- a) not park or stand a vehicle on any Visitor parking space;
- b) not permit any other person to park or stand a vehicle in a Visitor car space unless that person is a genuine visitor of that Owner or Occupier;
- c) not permit any contractor or employee of the Owner or Occupier to park or stand a vehicle in a Visitor car space;
- d) not give any person a security key to the building for the purposes of allowing that person to use a Visitor car space;
- e) comply with the directions of the strata management committee in connection with access to and use of the Visitor car spaces; and
- f) ensure their visitors comply with the directions of the strata management committee in connection with access to and use of the Visitor car spaces.

### 48.4. Use of Bike Racks

- a) An Owner or Occupier of a Lot must not, without the prior written consent from the owners corporation, secure their bicycle to any part of the common property, other than the Bike Racks located on Basement Levels 1 and 2 of the Building.
- b) The Owner or Occupier is responsible for the safety and security of the Owner's or Occupiers bicycle.

### 48.5. Renting/Leasing of Car Spaces

An Owner or Occupier of a Lot must not rent or lease a car space allocated to that Owner or Occupier pursuant to the Strata Plan registered with NSW Land Registry Services, to anyone other than an Owner or Occupier of a Lot in the Building.

### 48.6. Breach of By-law 48 and No Parking Notices

In the event that an Owner or Occupier of a Lot (including any tenant of an Owner) breaches this By-law 48, the owners corporation may:

- a) give the Owner or Occupier in breach, a written notice setting out:
  - i. the terms of this By-Law;
  - ii. a description of the vehicle or bicycle;
  - iii. the date and time the notice is issued; and
  - iv. request the removal of the vehicle or bicycle from the common property including any Visitor car space,the (Notice);
- b) issue more than one Notice throughout the duration of the breach of this By-Law (acting reasonably); and
- c) recover as a debt from the Owner or Occupier in breach of this By-Law:
  - i. the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata management committee ("Administrative Cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the Notice; and

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- ii. the expenses incurred by the owners corporation recovering the Administrative Cost, including legal costs and disbursements on an indemnity basis ("Recovery Cost").

For the avoidance of doubt, if the owner corporation issues more than one Notice throughout the duration of a breach of this By-Law, it may recover as a debt from the Owner or Occupier in breach of this By-Law, the Administrative Cost multiplied by the number of Notices issued.

### 48.7. Recovery of Expenses

- a) In the event that an Owner or Occupier of a Lot breaches this By-Law, the owners corporation may:
  - i. rectify the breach; and/or
  - ii. to the extent permitted by law, recover from the Owner or Occupier as a debt:
    - A. the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred in the process of rectifying or attempting to rectify, restrain or prevent the breach ("Breach Expenses"); and
    - B. the expenses incurred by the owners corporation recovering the Breach Expenses, including legal costs and disbursements on an indemnity basis ("Recovery Expenses");
  - iii. charge interest (at the same rate that applies to overdue contributions under s 85 of the *Strata Schemes Management Act 2015*) on any amount it may recover as a debt pursuant to this By-Law, if any such amounts are not paid at the end of one month after the date of becoming due and payable.
- b) For the purpose of this By-Law, any Administrative Cost, Recovery Cost, Breach Expenses and Recovery Expenses become due and payable by the Owner or Occupier concerned, at the same time as the owners corporation incurs those costs or expenses.
- c) Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this By-Law.

### 48.8. Mode of Recovery of Expenses and Interest

In the case of an Owner or Occupier of Lot, the owners corporation may include reference to any Expenses for which that Owner or Occupier is liable on:

- a) the Owner or Occupier's account with the owners corporation;
- b) levy notices given to that owner; and
- c) certificates issued under s 184 of the *Strata Schemes Management Act 2015*, in respect of the Owner or Occupier's Lot

for the purpose of recovering any of those Expenses from the Owner or Occupier as a debt.

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### 49. Keeping of animals

#### 49.1. Definitions

**Assistance Animal** means an animal as described in section 9(2) of the *Disability Discrimination Act 1992 (Cth)*.

**Guide Dog** means a dog used to assist a visually impaired owner or occupier.

**Household Pet** mean a domestic animal such as a small dog, cat, small caged bird or fish kept in a secure aquarium on the lot, that is traditionally kept for domestic rather than commercial purposes.

**Pet Register** means the pet register the subject matter of this by-law.

#### 49.2. Keeping animals in a Commercial Lots

Subject to section 49(4) of the Act, an owner or occupier of a Commercial Lot must not keep an animal on a lot or common property.

#### 49.3. Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with Household Pets kept on a lot.

#### 49.4. Permitted

- a) An owner or occupier of a lot may keep on their lot the following Household Pets:
  - i. a cat, or a dog; or
  - ii. up to 10 fish in a secure and watertight tank; or
  - iii. up to 2 birds in a cage or cages (not being poultry).
- b) The Household Pets permitted under by-law 49.1 include Assistance Animals and Guide Dogs.
- c) Any pet permitted under this by-law 49.4 must be recorded on the Pet Register prior to coming on to any part of a lot or common property.
- d) The right to keep a Household Pet on a lot includes the right to access relevant parts of the common property for the purposes of taking the Household Pet to and from a lot.

#### 49.5. Notification

Owners and occupiers who keep or intend to keep a Household Pet on their lot, must give the Owners Corporation the following information for inclusion in the Pet Register:

- a) for all Household Pets:
  - i. its species;
  - ii. its breed;
  - iii. its name; and
  - iv. its sex; and
- b) if the Household Pet is a dog or a cat:
  - i. a photograph sufficient to identify it;
  - ii. its microchip number; and
  - iii. whether it has been spayed or neutered.

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### **49.6. Obligations of owners or occupiers**

In relation to any Household Pet owned or in the care of an owner or occupier, or owned or in the care of any visitor or invitee of an owner or occupier, the owner or occupier must:

- a) clean up all excrement or refuse left on common property by the Household Pet;
- b) make good, or bear the cost of making good, any damage to common property by the Household Pet;
- c) ensure that the Household Pet is under control or otherwise contained when on common property;
- d) ensure the Household Pet does not cause any annoyance, disturbance or nuisance to other owners or occupiers;
- e) ensure the Household Pet does not wander onto another owner's or occupier's lot or onto common property;
- f) ensure the living quarters of the Household Pet are maintained in a manner to prevent odours escaping from the lot; and
- g) ensure waste generated from the Household Pet is treated and disposed of in accordance with any rules made by the Owners Corporation and, without limiting the generality of this by-law, ensure:
  - i. all waste from the Household Pet is double bagged or placed in large, strong bags; and
  - ii. litter is not to be placed in toilets.

### **49.7. Compliance**

- a) If the Owners Corporation, acting reasonably, forms the view a Household Pet on a lot is or has become vicious or aggressive, or on a continuing basis has caused annoyance, disturbance or nuisance to other owners or occupiers, the Owners Corporation may serve a notice on the owner or occupier of the lot containing that Household Pet asking that the Household Pet be permanently removed from the building.
- b) Any owner or occupier who has received a notice from the Owners Corporation under by-law 49.7, must comply with the requirements of the notice within 14 days of receiving it.

### **50. Smoke penetration**

50.1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

50.2. An owner or occupier of a lot must, to the extent it is reasonably possible, ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **51. Notice board**

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

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### B SPECIAL BY-LAWS

#### Special By-law 1 Air-conditioning units

##### PART 1 – DEFINITIONS & INTERPRETATION

##### 1.1 In this by-law:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Air-conditioning** means any equipment or apparatus capable of cooling or heating air within a Lot which is
  - (i) audible from outside the Lot;
  - (ii) requires or will require damage or alterations to common property, including without limitation penetrations through common property; or
  - (iii) will occupy part of the common property.For clarity, this excludes air circulating fans such as ceiling fans or free standing fans.
- (c) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance, if required.
- (d) **Lot** means a lot in strata scheme 98753.
- (e) **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- (f) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (g) **Required Documents** means:
  - (i) existing plans, specifications, drawings;
  - (ii) proposed plans, specifications and drawings specifying the location of the Works and the proposed legally compliant location for the condensation run-off to be connected to the existing drainage facilities;
  - (iii) if the plans and drawings do not adequately describe the Works, a description of the Works;
  - (iv) details of the proposed air conditioning unit, such as, the model, the size, manufacturer and colour;
  - (v) specifications of an engineer nominated by the Owners Corporation (if considered necessary by the Owners Corporation);
  - (vi) any other document reasonably required by the Owners Corporation.

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- (h) **Standards** means the Building Code of Australia within the meaning of the *Environmental Planning and Assessment Act 1979* and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.
- (i) **Structural Certification** means the relevant Owner or Occupier must obtain certification from an engineer approved by the Owners Corporation in relation to all structural works.
- (j) **Works** means all building works done or required to be done by an Owner or Occupier, and all related services supplied or required to be supplied, to effect the installation of the Air- conditioning.

### 1.2 In this by-law a word which denotes:

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

## PART 2 – GRANT OF RIGHT

- 2.1 The Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

## PART 3 – CONDITIONS

### PART 3.1 – Air-conditioning

#### 3.1 (a) The Air-conditioning must:

- (i) comply with all relevant Standards and any applicable law;
  - (ii) be a split-system or inverter split system air-conditioner;
  - (iii) be manufactured by Mitsubishi, Fujitsu or a similar brand;
  - (iv) not produce unreasonable levels of noise.
- (b) Any appliance forming part of the Air-conditioning must be of an appearance in keeping with the general appearance of the rest of the scheme including any other such Lots.
- (c) Any external appliance, including any external condenser unit, forming part of the Air- conditioning must:
- (i) be installed on the common property at the //INSERT// side of the building located in the cross-hatched area on the plan marked //INSERT// and titled //INSERT//;
  - (ii) be located entirely within the Lot, except to the extent that it may be affixed to the balcony floor of the Lot;
  - (iii) be positioned to the rear of the Lot and where this is not possible, it must be located on the front balcony or verandah of the Lot;
  - (iv) not be affixed to the walls or brickwork of the balcony or verandah of the Lot; and

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- (v) be of an appearance in keeping with the general appearance of the scheme, including any other such Lots.
- (d) Any by-product or waste related to the Air-conditioning, and any condensation run-off related to the Air-conditioning must be drained onto the grass on the grounds of the building through a conduit pipe positioned on top of and along the balcony or veranda tile or slab of the Lot which connects into a drainage pipe.

### PART 3.2 – Before commencement

#### 3.2 Before commencement of the Works the Owner or Occupier must:

- (a) provide the Required Documents and Structural Certification to the Owners Corporation not less than 28 days before the commencement of the works;
- (b) obtain written approval for the Works from the Owners Corporation which may be in the form of an approval under section 108 or 143 of the Act granted to an Owner;
- (c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
- (d) effect and maintain Insurance and provide a copy to the Owners Corporation.

### PART 3.3 – During construction

#### 3.3 Whilst the Works are in progress the Owner or Occupier must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) ensure that any skip bin used in relation to the Works are placed in the Owner's or Occupier's car parking space;
- (h) ensure that any employees, contractors or agents used to conduct the Works park their vehicles in either the Owner's or Occupier's car parking space;
- (i) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (j) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (k) remove all debris resulting from the Works immediately from the building; and
- (l) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

### PART 3.4 – After construction

3.4 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) provide Structural Certification to the Owners Corporation if required by the Owners Corporation; and
- (e) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### PART 3.5 – Enduring rights and obligations

3.5 The Owner or Occupier:

- (a) must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- (b) must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works; and
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

### Special By-law 2 Lot 25 – Works

By-law to authorise the owner of Lot 125 to add to, alter and erect new structures on the common property and exclusive use.

#### PART 1 – DEFINITIONS & INTERPRETATION

##### 1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 125 in strata scheme 98753.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (f) **Works** means the following:
  - (i) Installation of a gyprock ceiling together with 4 access hatches;
  - (ii) Installation of bulkhead around the exhaust ducting;
  - (iii) Installation of gyprock wall around the internal column and continue gyprock wall to the inter tenancy wall;
  - (iv) Installation of plasterboard to the rear wall of the kitchen;
  - (v) Installation of new circuitry for oven, cook top and new run line;
  - (vi) Installation of new power points and down lighting;
  - (vii) Installation of tiles, water proof membrane and associated works to the walls and floor of the Lot;
  - (viii) Creation of 3 holes in the slab for floor waste, air conditioning runoff and sink waste to be connected to the existing grease trap below the slab; and
  - (ix) Fit out of the Lot,in accordance with the plans numbered A103-A109, A111, A112 and FS-01 and attached to this by-law.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

##### 1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

### PART 2 – GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

### PART 3 – CONDITIONS

#### PART 3.1 – Before commencement

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

#### PART 3.2 – During construction

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
  - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
  - (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

## **ANNEXURE "A"**

## ***SP 98753 Consolidated By-Laws***

### **PART 3.3 – After construction**

#### **3.3 After the Works have been completed the Owner must without unreasonable delay:**

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4 – Enduring rights and obligations**

#### **3.4 The Owner:**

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.





















## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

### Special By-Law 3 Lots 128, 133 and 134 – Works

---

By-law to authorise the owner of Lots 128, 133 and 134 to add to, alter and erect new structures on the common property and exclusive use

#### PART 1 – DEFINITIONS & INTERPRETATION

##### 1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 128, 133 and 134 in strata scheme 98753.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (f) **Works** means the following:
  - (i) Construction of a core hole through the slab of the north west corner of lot 134 into the common property pump room on Basement 1 as referred to in strata plan no. 98753;
  - (ii) Installation of air conditioning throughout the Lot with the condenser unit to be located adjacent to the pump room on Basement 1 as referred to in strata plan no. 98753 and not exceeding a size of 1900mm x 1900mm x 1900mm;
  - (iii) Construction of a hole through the common property pump room wall on Basement 1 as referred to in strata plan no. 98753 and installation of piping connecting the air conditioning unit located in the Lot to the condenser unit;
  - (iv) Installation of a hanging sign from the awning on the southern exterior facade of lot 128 that are attached to the glazing supports and each sign not exceeding a size of 1.2 metres square with the signs to be in accordance with by-law 33; and
  - (v) Fit out of the Lot,  
in accordance with the plans numbered marked annexure "A" and attached to this by-law.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

##### 1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

### PART 2 – GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

### PART 3 – CONDITIONS

#### PART 3.1 – Before commencement

- 3.1 Before commencement of the Works the Owner must:
  - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

#### PART 3.2 – During construction

- 3.2 Whilst the Works are in progress the Owner must:
  - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
  - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
  - (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

## **ANNEXURE "A"**

## ***SP 98753 Consolidated By-Laws***

### **PART 3.3 – After construction**

#### **3.3 After the Works have been completed the Owner must without unreasonable delay:**

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

### **PART 3.4 – Enduring rights and obligations**

#### **3.4 The Owner:**

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.

SHEET 5 OF 12 SHEETS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 1 (A3)

# GROUND FLOOR

X 1 x core hole from U31 through to fire hydrant pump room (floor scan required)

NOTES

- D - DEMOTES DUCT - COMMON PROPERTY
- S - DEMOTES SERVICES - COMMON PROPERTY
- CP - DEMOTES COMMON PROPERTY
- ST - DEMOTES STAIRS

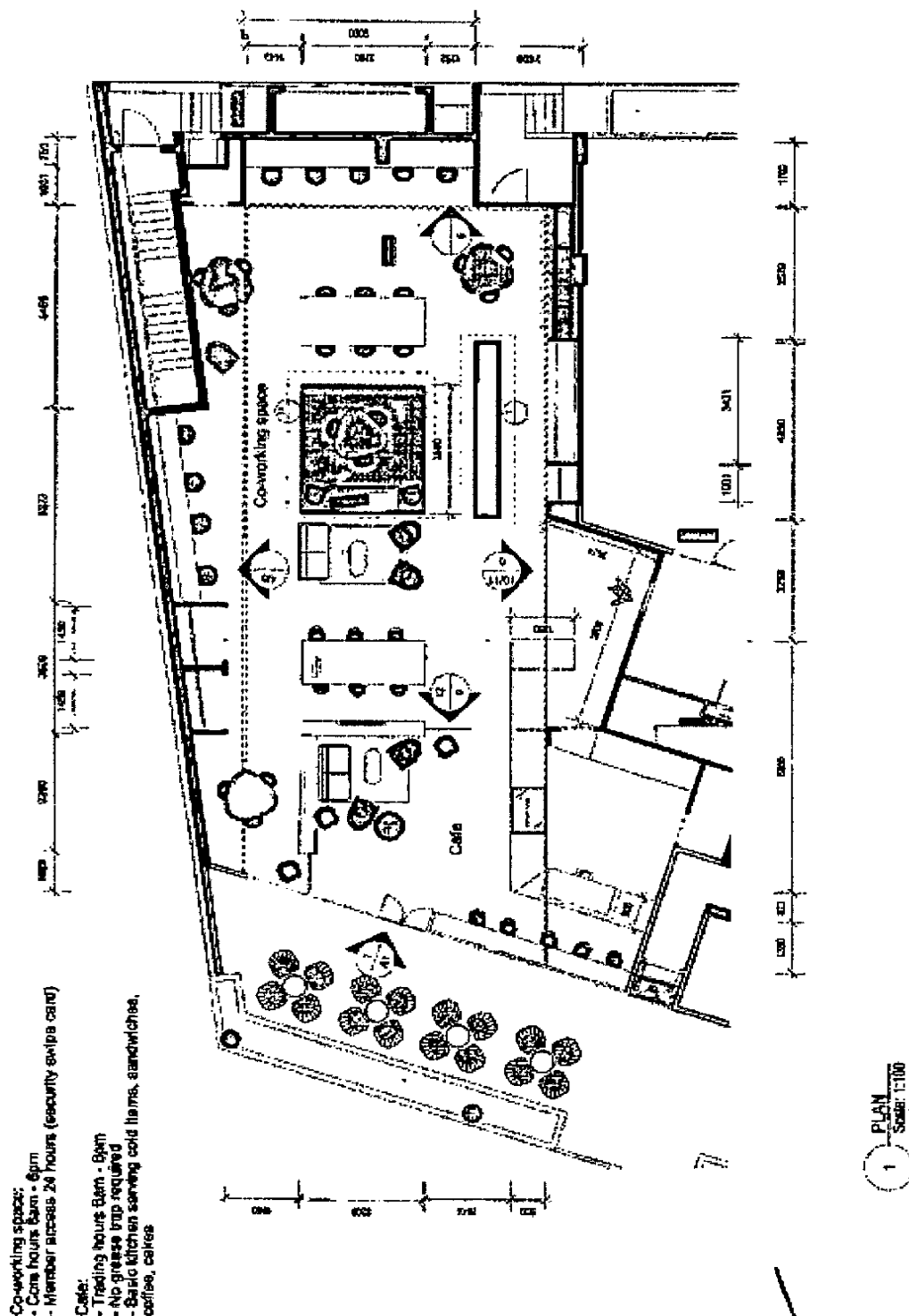
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2005 ONLY AND ARE APPROXIMATE

<p>SP98753</p>	<p>REGISTERED</p> <p>21.12.2018</p>	<p>LGA: NORTHERN BEACHES</p> <p>Locality: OCE HWY</p> <p>Residential Blocks: 1/250</p> <p>Langley's are in metres</p>	<p>PLAN OF SUBDIVISION OF LOT 1</p> <p>IN D.P. 1240469</p>
<p>SURVEYOR</p> <p>NAME: ROSEMARY L. REE</p> <p>DATE: 30-11-2018</p> <p>SCALE: 1:100</p>			



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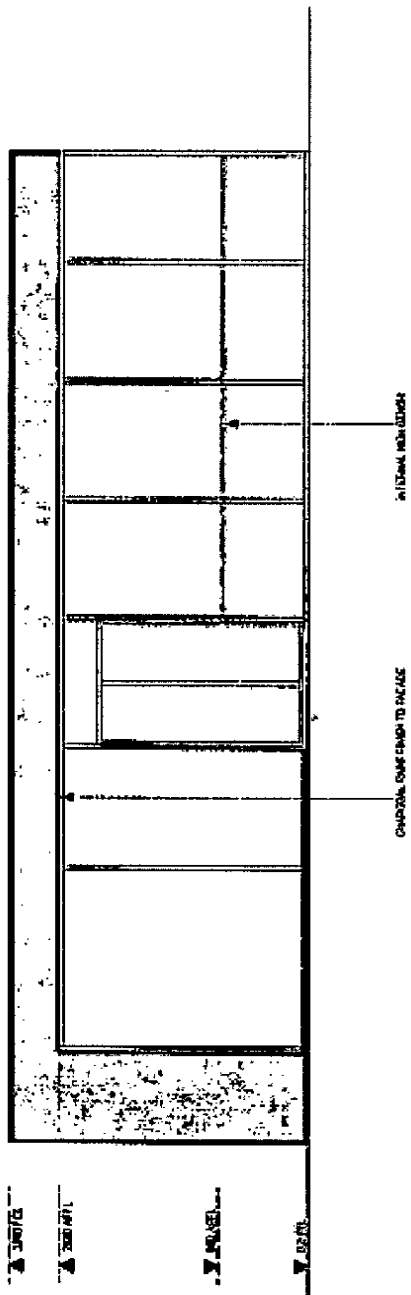
SP 98753 Consolidated By-Laws





ANNEXURE "A"

SP 98753 Consolidated By-Laws



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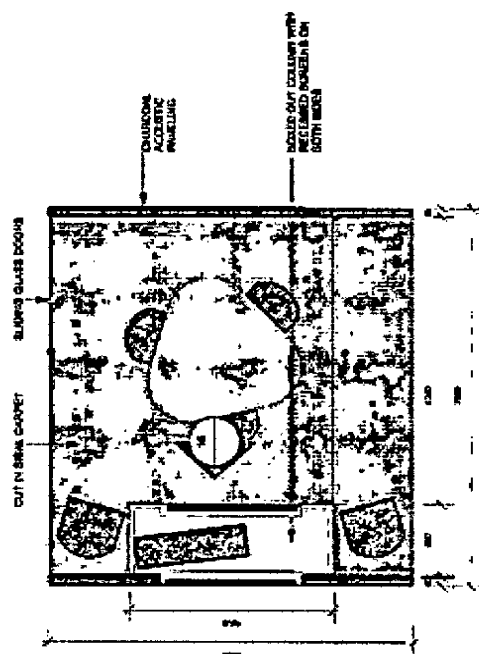




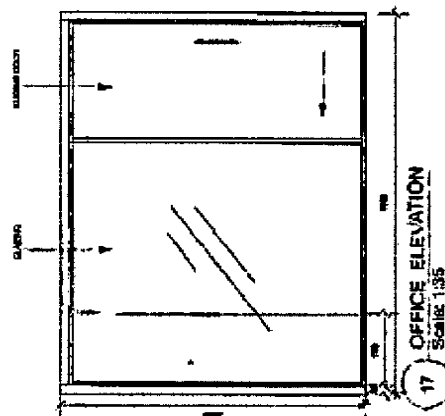


ANNEXURE "A"

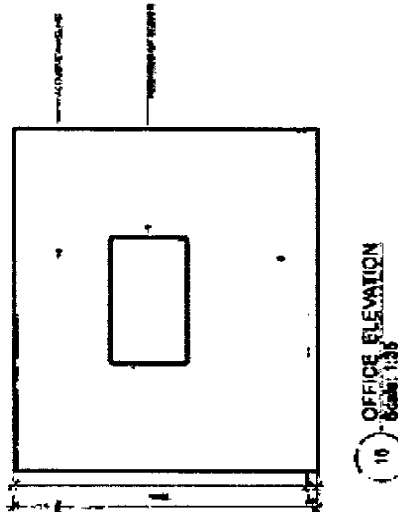
SP 98753 Consolidated By-Laws



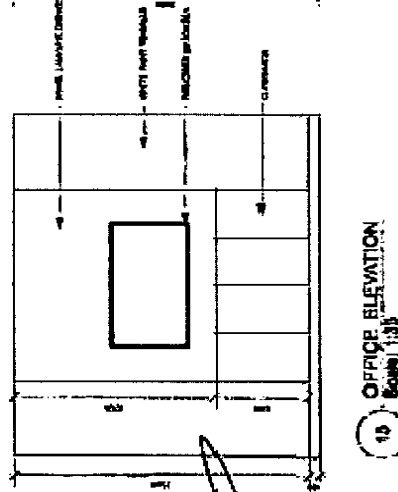
14 OFFICE PLAN  
Scale: 1:35



17 OFFICE ELEVATION  
Scale: 1:35



10 OFFICE ELEVATION  
Scale: 1:35



10 OFFICE ELEVATION  
Scale: 1:35

HB

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

### Special By-law 4 Lots 131 and 132 – Works

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By-law to authorise the owner of Lots 131 and 132 to add to, alter and erect new structures on the common property and exclusive use.

#### PART 1 – DEFINITIONS & INTERPRETATION

##### 1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
  - (i) contractors all risk insurance 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);
  - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
  - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 131 and 132 in strata scheme 98753.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 98753.
- (f) **Works** means the following:
  - (i) Removal of internal wall between lots 131 and 132;
  - (ii) Installation of air conditioning throughout the Lot;
  - (iii) Installation of core holes;
  - (iv) Installation of vinyl flooring throughout the Lot;
  - (v) Installation of glazing to the shopfront windows of the Lot;
  - (vi) Installation of new door to the front of the Lot; and
  - (vii) Fit out of the Lot,

in accordance with the plans numbered 500 - 504, 510, 550, 601-01, 602-01, 602-02, 602-03, 602-04, 603-01, 604-01, 604-02, 606-01, 606-02, 606-03, 607-01, 607-02, 609-01, 609-02, 611-01, 611-02, 612-01, 612-02 prepared by Perfect Practice and attached to this by-law.
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

##### 1.2 In this by-law a word which denotes:

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

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

### PART 2 – GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

### PART 3 – CONDITIONS

#### PART 3.1

##### Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
  - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
  - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

#### PART 3.2 – During construction

- 3.2 Whilst the Works are in progress the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
  - (c) use reasonable endeavours to cause as little disruption as possible;
  - (d) perform the Works during times reasonably approved by the Owners Corporation;
  - (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
  - (i) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
  - (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

#### PART 3.3 – After construction

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;

**ANNEXURE "A"**

**SP 98753 Consolidated By-Laws**

- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works; and
- (d) if requested by the Owners Corporation, provide certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed in accordance with the terms of this by-law.

**PART 3.4 – Enduring rights and obligations**

**3.4 The Owner:**

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works;
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law; and
- (g) must pay the Owners Corporation's costs (including legal costs) in drafting, negotiating, making and registering this by-law.



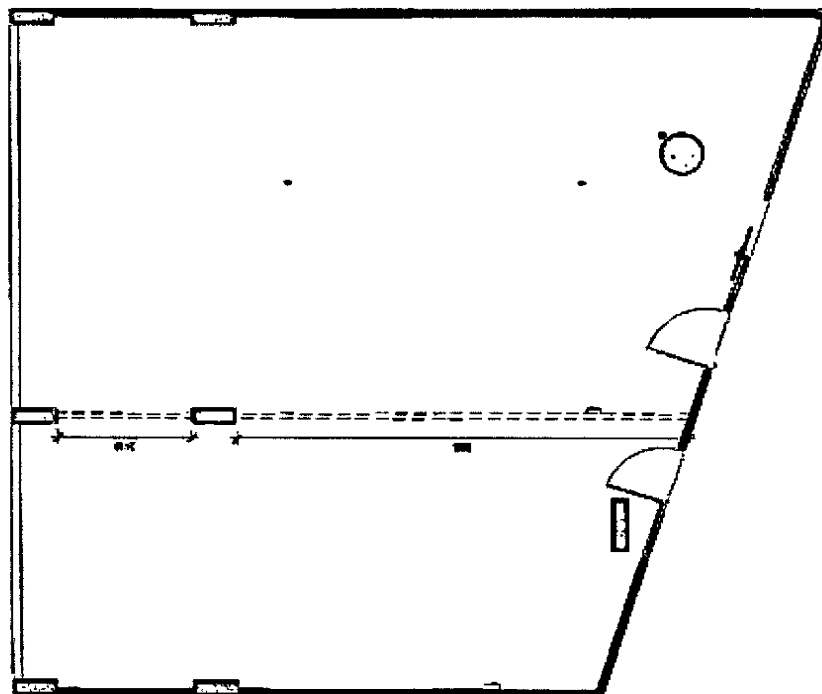
ANNEXURE "A"

SP 98753 Consolidated By-Laws

<b>PERFECT PRACTICE</b> P.O. Box 98753, Sydney NSW 1585		1. Final Issue: Seven (7) days prior to the start of the project.	
The drawings are submitted as a condition of the project. The drawings are the property of the client and are not to be reproduced or used in any way without the written consent of the client. The drawings are the property of the client and are not to be reproduced or used in any way without the written consent of the client.		P.O. Box 98753, Sydney NSW 1585	
PROJECT & CLIENT DR. HANNAH HARRISON PROPOSED MEDICAL CENTRE LOT 131 & 132 887 HATHAWAY ROAD DEEDS/CLINIC		DATE: 13/07/21	
EXISTING / DEMOLITION PLAN		SCALE: 1:100	
DRAWN BY: [Signature]		CHECKED BY: [Signature]	
PROJECT MANAGER: [Signature]		TOTAL PAGES: [Number]	
JOB NO: [Number]		JOB NO: [Number]	
JOB NO: [Number]		JOB NO: [Number]	

FOR CLIENTS APPROVAL

DRAWINGS APPROVED			
APPROVAL	REASON	DATE	CONSTRUCTION



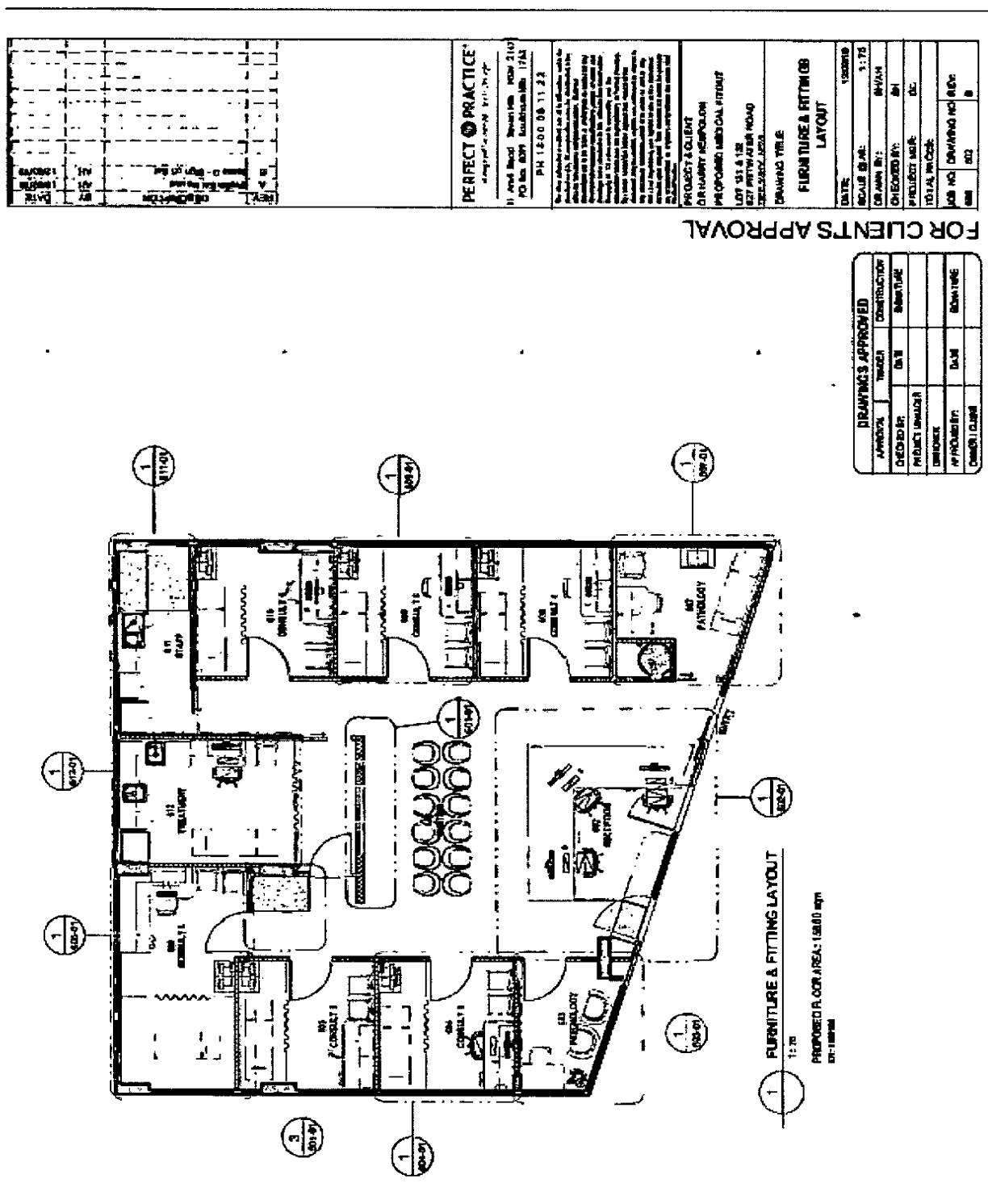
1 EXISTING / DEMO  
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ANNEXURE "A"

SP 98753 Consolidated By-Laws

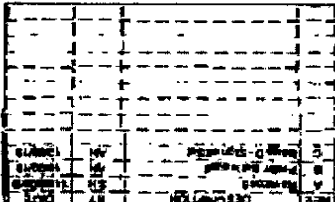


FOR CLIENTS APPROVAL





























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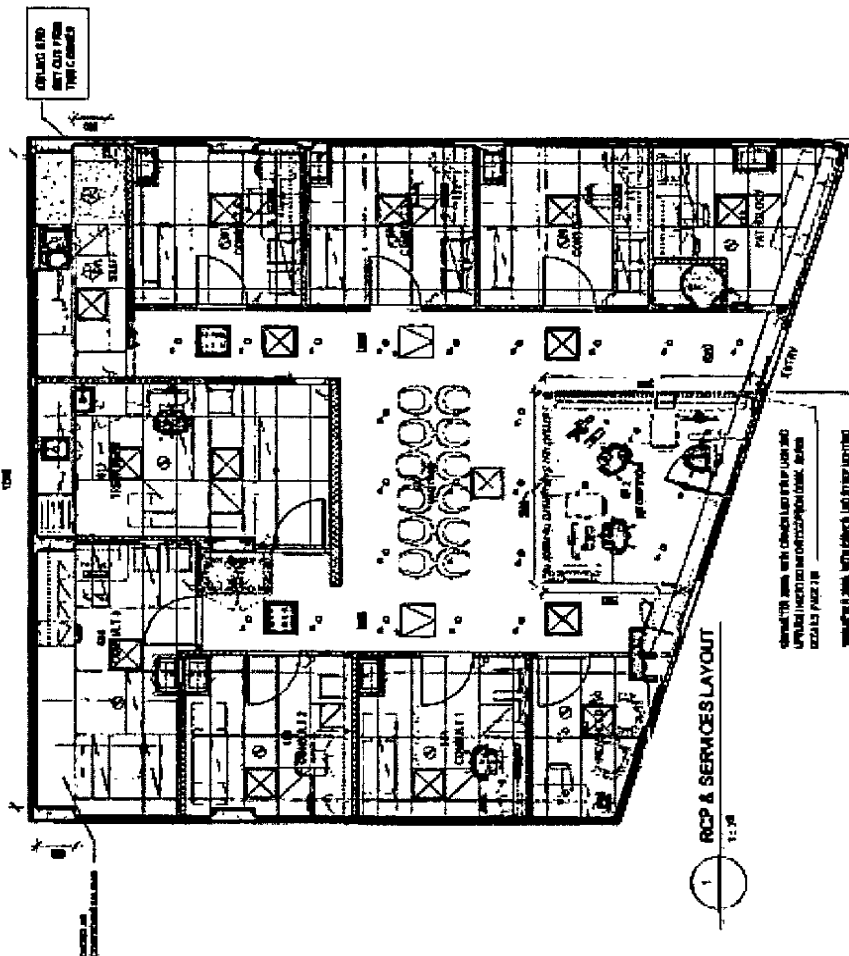
ANNEXURE "A"

SP 98753 Consolidated By-Laws

	
<b>PERFECT PRACTICE</b> Approved for Review 14/11/21	
N. And Blvd. 10m x 10m. RPS 2107 PO Box 8978 Broadway NSW 1740 P 01 800 801122	
The following information is provided for the purpose of the building consent process. It is not intended to be a substitute for the building consent process. The building consent process is a legal requirement and must be followed. The building consent process is a legal requirement and must be followed. The building consent process is a legal requirement and must be followed.	
PROJECT A CLIENT DR HARRY HENSON PROPOSED MEDICAL CENTRE LOT 131A 132 801 PETERVIEW ROAD CIRILLO NSW	
DRAWING TITLE RCP SERVICES LAYOUT PLAN	
DATE:	2021/11/21
SCALE: 1:100	1:100
DRAWN BY:	DR HARRY HENSON
CHECKED BY:	DR HARRY HENSON
PROJECT NAME:	DR HARRY HENSON
TO: DR HENSON	DR HARRY HENSON
JOB NO:	DR HARRY HENSON
REV:	DR HARRY HENSON

FOR CLIENTS APPROVAL

<b>LEGEND &amp; NOTATIONS &amp; SYMBOLS</b>	
	NEW LOW VOLTAGE ELECTRICAL CONNECTION IN THE MAIN DISTRIBUTION BOARD
	NEW LOW VOLTAGE ELECTRICAL CONNECTION IN THE SUB-DISTRIBUTION BOARD
	NEW LOW VOLTAGE ELECTRICAL CONNECTION IN THE FINAL SUB-CIRCUIT
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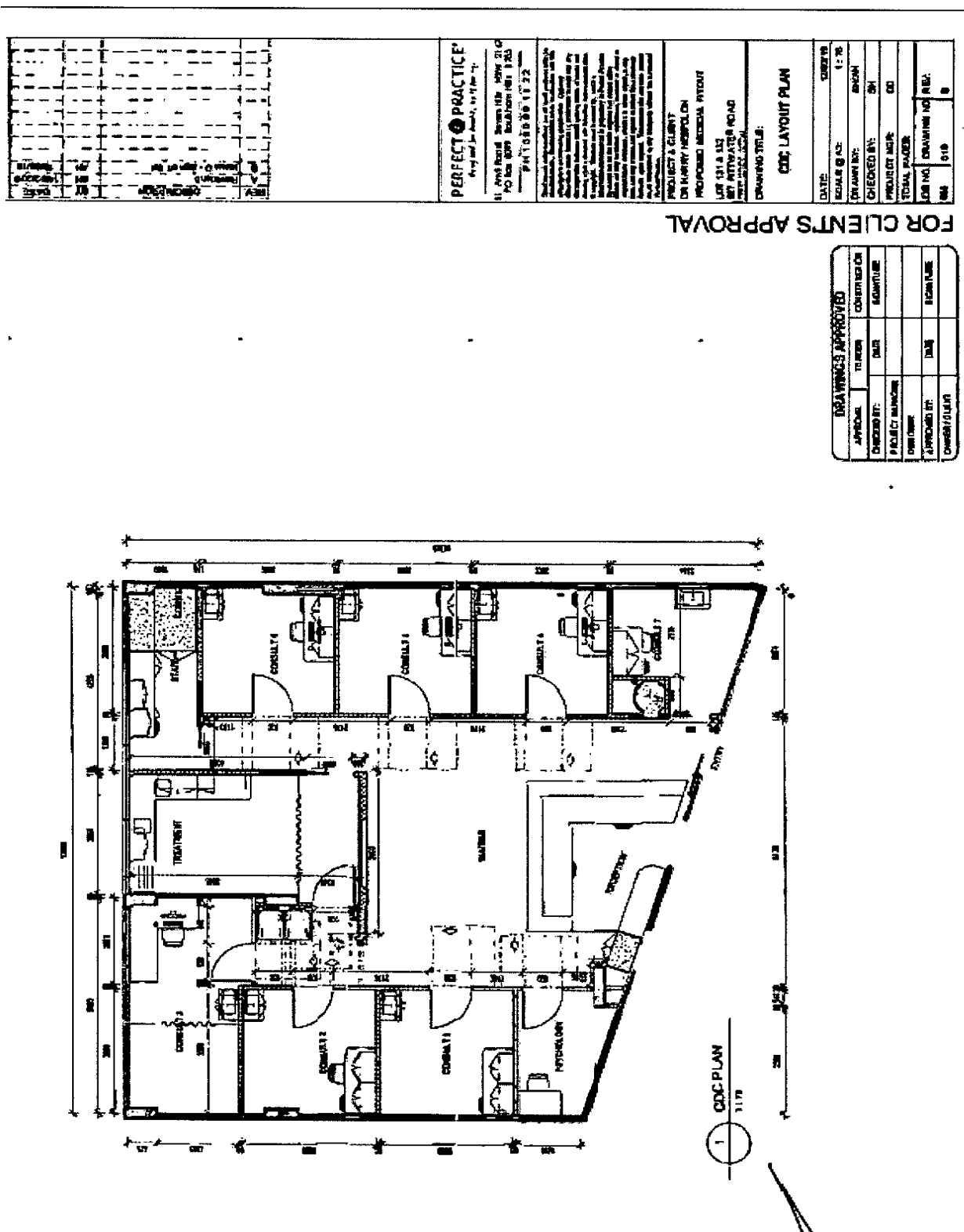
- NOTES**
1. All electrical work must be done in accordance with the Australian Standard AS/NZS 3000:2018 (Wiring Rules).
  2. All electrical work must be done in accordance with the Australian Standard AS/NZS 3000:2018 (Wiring Rules).
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  10. All electrical work must be done in accordance with the Australian Standard AS/NZS 3000:2018 (Wiring Rules).

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ANNEXURE "A"

SP 98753 Consolidated By-Laws



FOR CLIENTS APPROVAL

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NOTES:  
ALL OFFERS MUST HAVE AN OPEN CREDIT RECORD.  
ALL ARE TO BE PAID UP.

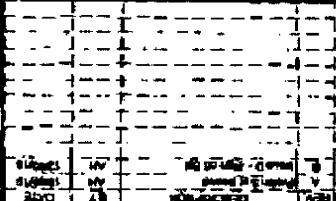
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**FOR CLIENTS APPROVAL**

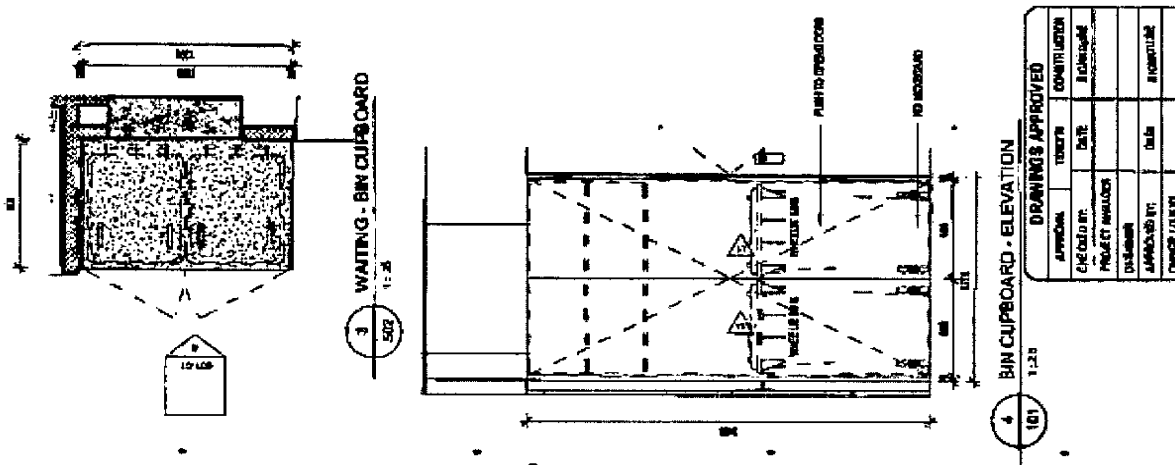
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D-2		800 x 1200mm	A				P2		
D-3		800 x 1200mm	A				P2		
D-4		800 x 1200mm	A				P2		
D-5		800 x 1200mm	B				P1		
D-6		800 x 1200mm	B				P2		
D-7		800 x 1200mm	A				P2		
D-8		800 x 1200mm	A				P2		
D-9		800 x 1200mm	A				P2		
D-10		800 x 1200mm	A				P2		
D-11		800 x 1200mm	A				P1		

ANNEXURE "A"

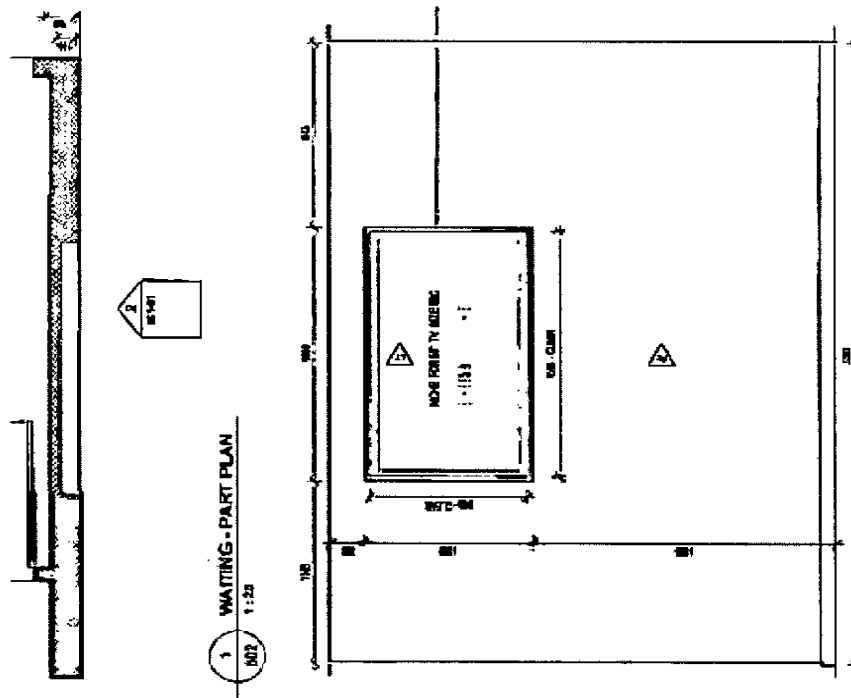
SP 98753 Consolidated By-Laws

	
<b>PERFECT PRACTICE</b> Architects & Engineers 91 Avond Road, Surry Hills NSW 2012 PO Box 8379, Surry Hills NSW 1750 PH 1300 9011 22	
We warrant that the drawings are prepared in accordance with the requirements of the Building Act 2016 and the Building Regulation 2016, and that they are true and correct copies of the original drawings as submitted to the Council for approval.	
PROJECT & CLIENT DR HARRY NEWMAN PROPOSED MEDICAL FITOUT LOS 201 & 202 127 RITTBY ROAD DELLMANN NSW	
DRAWING TITLE WAITING - PART PLAN	
DATE: 12/07/20	SCALE: AS SHOWN
DRAWN BY: SH/AN	CHECKED BY: SH/AN
PROJECT MTR: DC	TOTAL PAGES: 01
JOB NO: 601-41	REV: 01

FOR CLIENTS APPROVAL



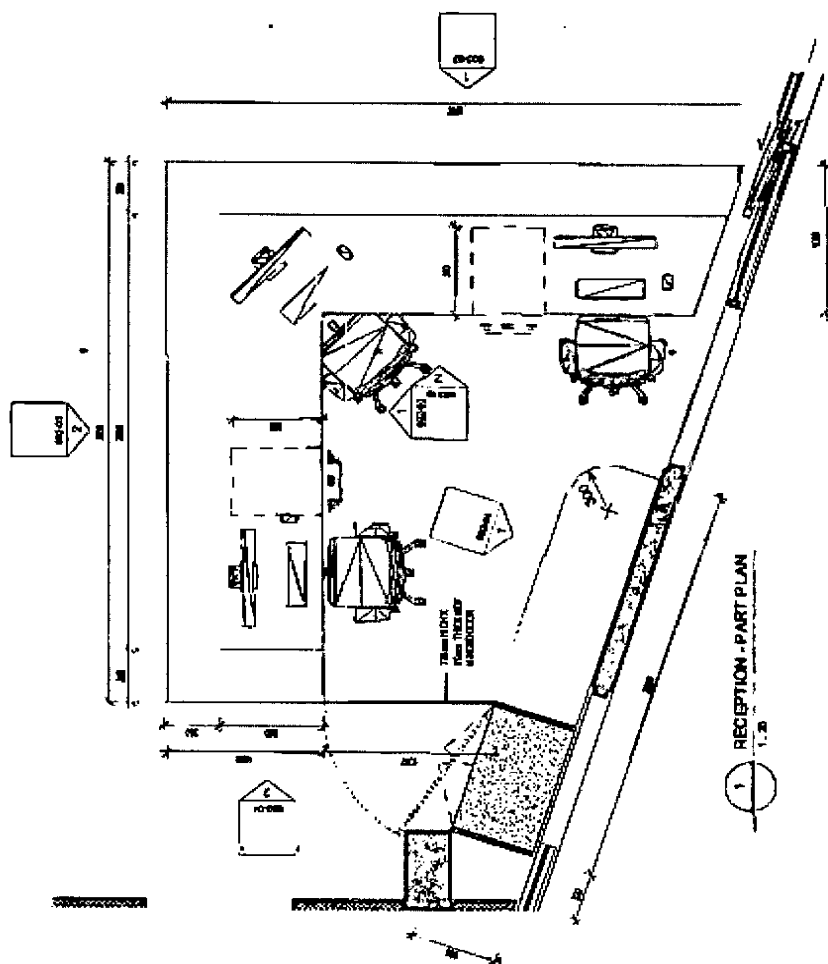
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APPROVED BY:	DATE	PROJECT MTR:	DC
OWNER/CLIENT	DATE	PROJECT MTR:	DC



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ANNEXURE "A"

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PROJECT MANAGER	DATE		
DESIGNER	DATE		
APPROVED BY	DATE		
OWNER/CITY	DATE		

PRELIMINARY

REV	DESCRIPTION	BY	DATE
1	ISSUED FOR PERMIT	AN	2021-07-16
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3	ISSUED FOR PERMIT	AN	2021-07-16

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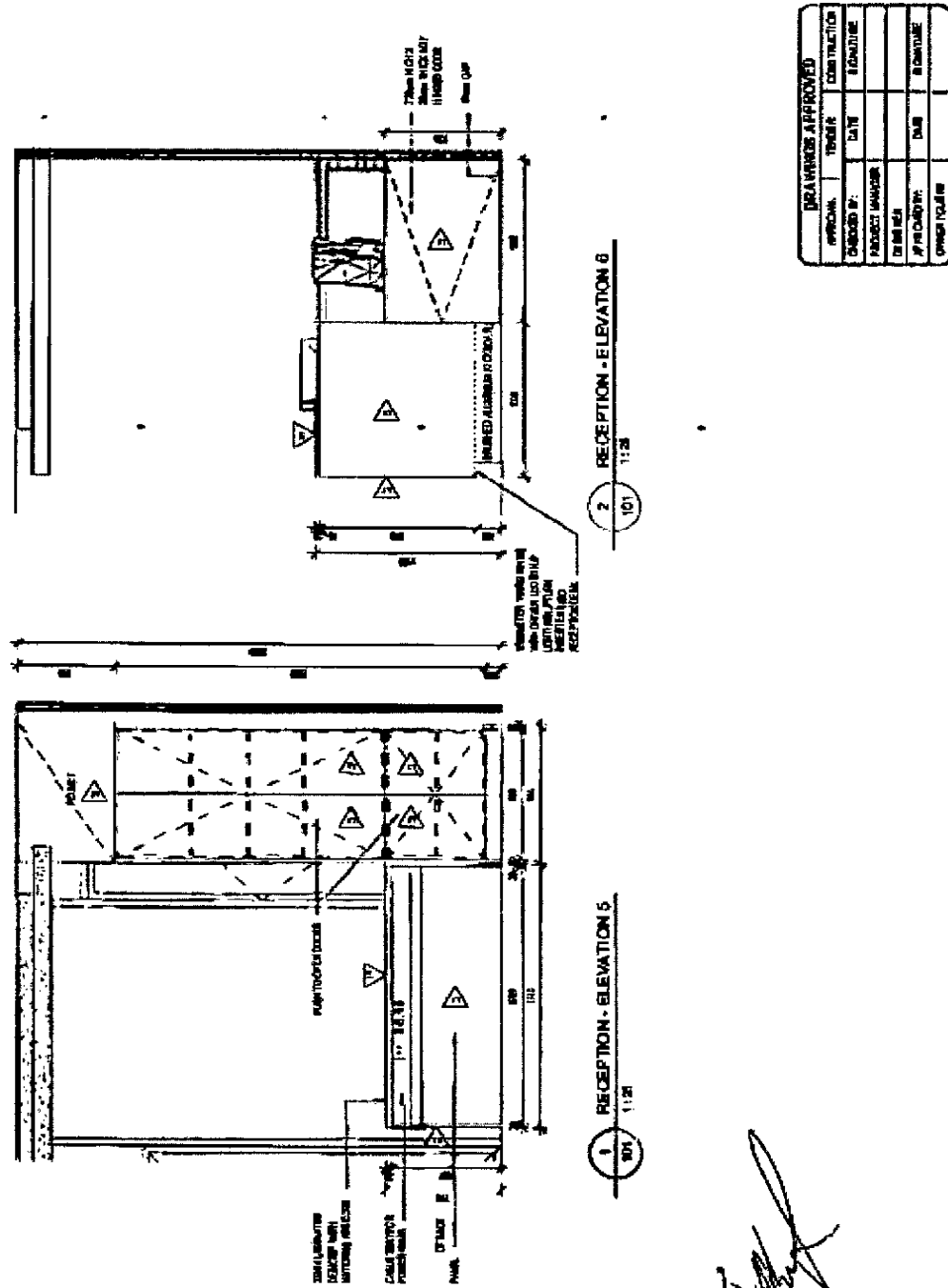


ANNEXURE "A"

SP 98753 Consolidated By-Laws

<b>PERFECT PRACTICE</b> Developed by Andrew McPhee	
31 And Road, Strathfield NSW 2157 PO Box 888, Strathfield NSW 1578 PH 1300 951122	
The drawings are prepared and submitted to the Council for its consideration and approval. The Council is not responsible for the accuracy of the information provided in the drawings. The Council is not responsible for the accuracy of the information provided in the drawings. The Council is not responsible for the accuracy of the information provided in the drawings.	
PROJECT & CLIENT FOR HART RESPON PROPOSED MEDICAL CENTRE	
LOT 111 & 112 117 ATTWATER ROAD DIEBOLD NSW	
DRAWING TITLE RECEPTION - ELEVATION 3	
DATE: 05/05/18	SCALE: A3 1:25
DRAWN BY: BMM	CHECKED BY: BT
PROJECT NO: 02	PROJECT NO: 02
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NO. OF SITES: 02	NO. OF SITES: 02
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FOR CLIENTS APPROVAL





ANNEXURE "A"

SP 98753 Consolidated By-Laws

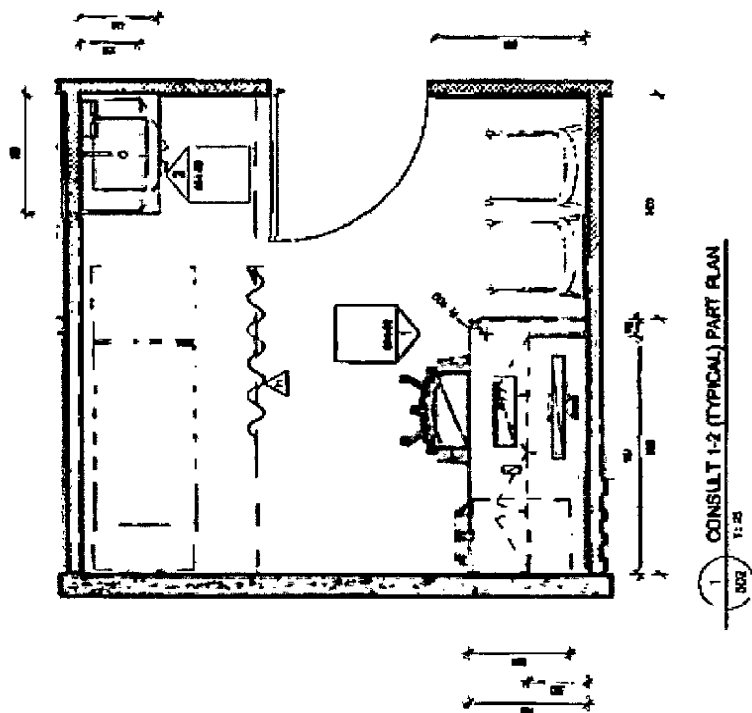
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DRAWING TITLE: CONSULT 1-2 (TYPICAL) - PART PLAN															
PROJECT & CLIENT: DR HARRY NIMPOLOU PROPOSED MEDICAL PROUT LOT 131A, 132 67 PITTWATER ROAD PESCARA, NSW 2250															
DRAWING TITLE: CONSULT 1-2 (TYPICAL) - PART PLAN															
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SCALE: 1:25															
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DRAWING NO: 02															

**PERFECT PRACTICE**  
Architects Pty Ltd  
11 And Road, Broomfield, NSW 2116  
PO Box 807, Broomfield, NSW 2116  
PH 1300 88 11 22

Information: This drawing is a preliminary design and is not to be used for construction. It is the property of Perfect Practice Architects Pty Ltd and is not to be reproduced or used in any way without the written consent of Perfect Practice Architects Pty Ltd. The client acknowledges that they have received and understood the information provided in this drawing and that they agree to the terms and conditions of the engagement letter. The client also acknowledges that they have received and understood the information provided in this drawing and that they agree to the terms and conditions of the engagement letter.

FOR CLIENTS APPROVAL

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PROJECT MANAGER	DATE	REVISION	DATE
ENGINEER	DATE	REVISION	DATE
APPROVED BY:	DATE	REVISION	DATE
DRAWN BY:	DATE	REVISION	DATE



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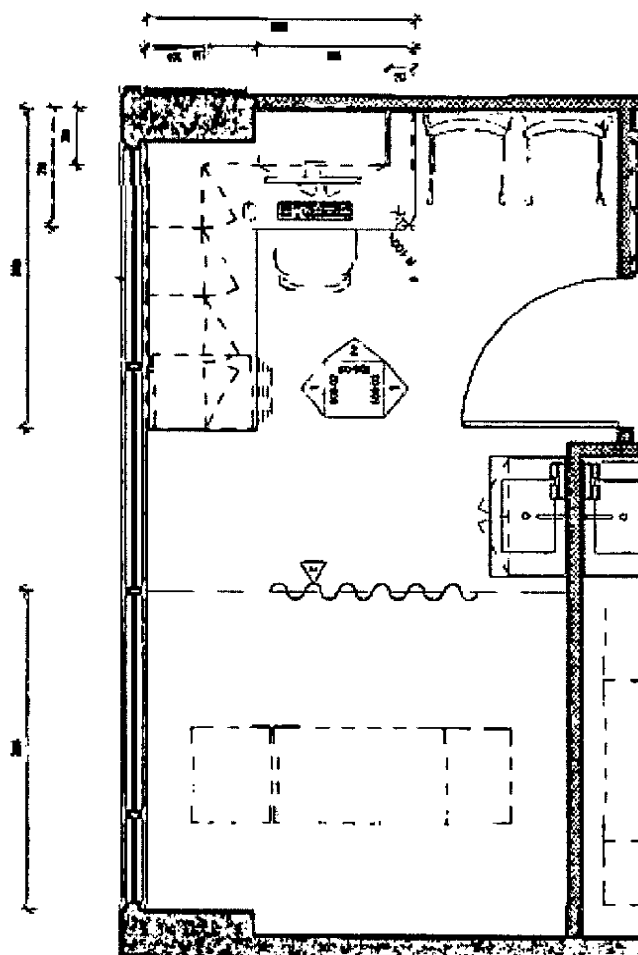


ANNEXURE "A"

SP 98753 Consolidated By-Laws

<b>PERFECT PRACTICE</b> Registered Professional Engineer No. 1 And 2nd Storeys, 10/117 PO Box 899, Mulholland Rd, 1753 PH 1500 981123		I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above is a true and correct copy of the original drawing as submitted to me for approval, and that the same is in accordance with the provisions of the Building Act 1993 and the Building Regulation 2006.	
<b>PROJECT &amp; CLIENT</b> DR HARRY NIMMOLON PROPOSED MEDICAL ATTACH LOT 514 123 407 PITTWATER ROAD PLEASANT HILL, NSW		<b>DRAWING TITLE</b> CONSULT 3 - PART PLAN	
DATE:	13/07/21	SCALE:	AS SHOWN
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PROJECT NO:	101	TOTAL SHEETS:	101
JOB NO:	101-01	DRAWING NO:	101-01

FOR CLIENTS APPROVAL



1 CONSULT 3 - PART PLAN  
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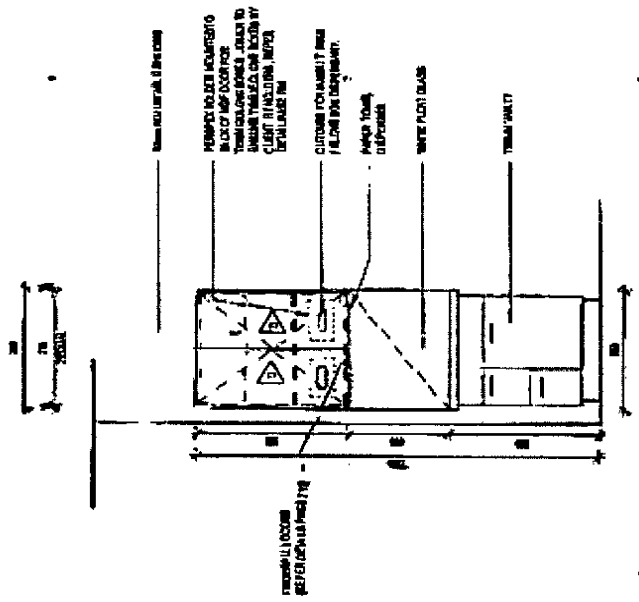
ANNEXURE "A"

SP 98753 Consolidated By-Laws

<b>PERFECT PRACTICE</b> Architects & Engineers 11 Andriod Street, NSW 2105 PO Box 609, Telokwan 144 1280 PH 1300 08 11 22		<b>PROJECT &amp; CLIENT</b> FOR HARTNESP DION PROPOSED MEDICAL FRONT LOT 15 & 16 LOT 17 & 18 LOT 19 & 20 LOT 21 & 22 LOT 23 & 24		<b>DRAWING TITLE:</b> CONSULT 3 - ELEVATION	
DATE: 1/12/20		SCALE: AS SHOWN		DRAWN BY: [Signature]	
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FOR CLIENTS APPROVAL

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CONTRACTOR:		DATE:	



1 CONSULT 3 - ELEVATION 3  
1/12/20

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ANNEXURE "A"

SP 98753 Consolidated By-Laws

		<b>PERFECT PRACTICE</b> Architects & Planners 11 Avon Road, Seven Hills, NSW 2147 PO Box 809, Baulkham Hills 1753 PH 1500 60 31 33		<p>The drawings have been prepared in accordance with the provisions of the Building Act 2016 and the Building Regulation 2018. The drawings are intended to be used for the purpose of obtaining a building permit. The drawings are not to be used for any other purpose without the written consent of the architect.</p>	
<b>PROJECT &amp; CLIENT</b> DR HARRY NIMMO PROPOSED MEDICAL PRACTICE LOT 131 & 132 122 HITTINER ROAD 1500 60 31 33		<b>DRAWING TITLE</b> CONSULT 4-0 (TYPICAL) PART PLAN		<b>DATE</b> 15/05/18	
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**FOR CLIENTS APPROVAL**

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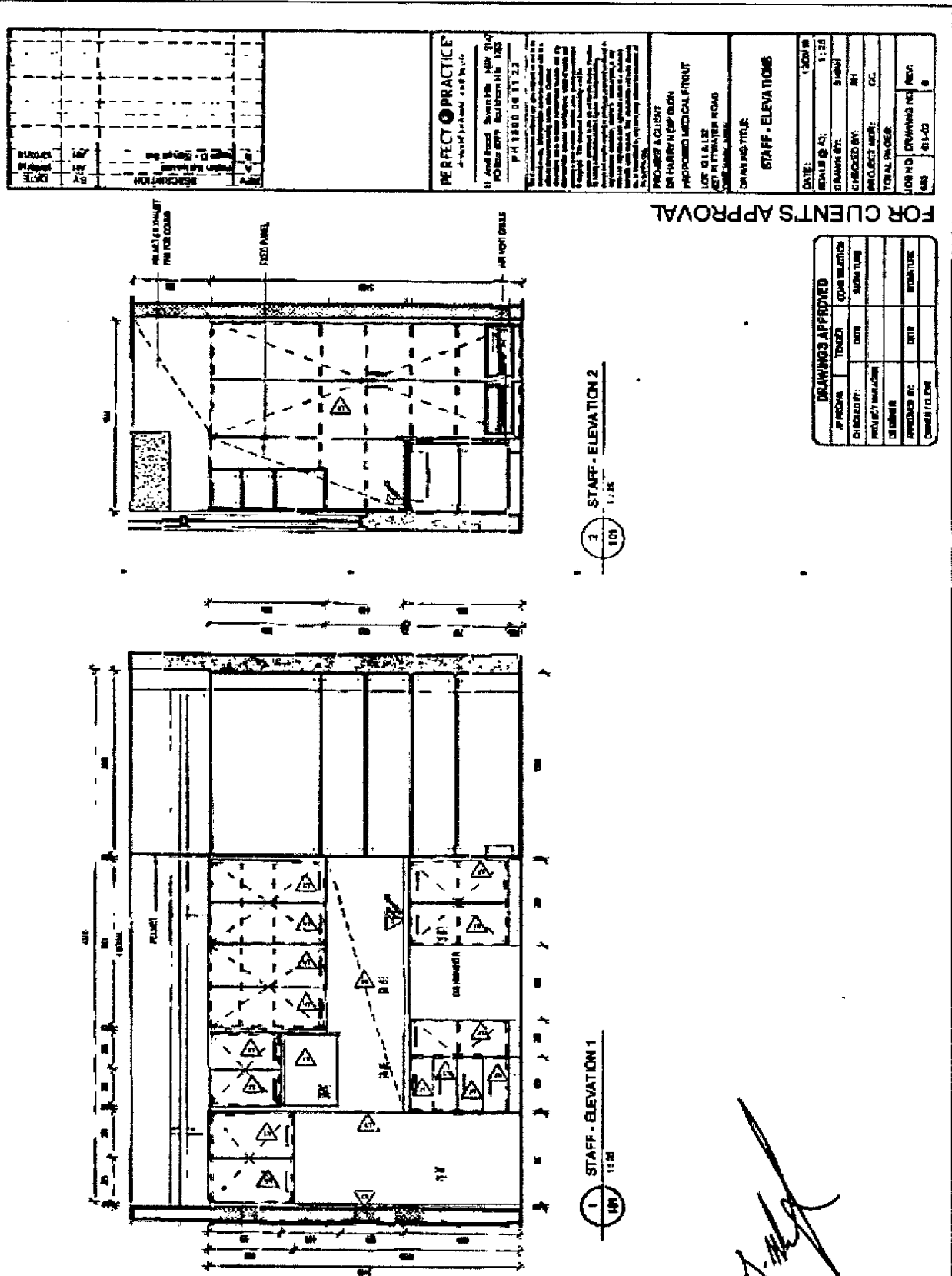
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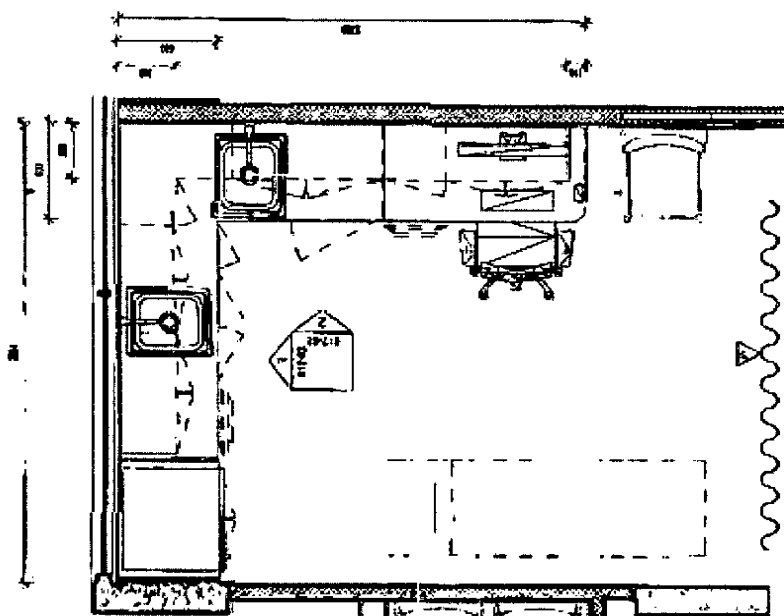
ANNEXURE "A"

SP 98753 Consolidated By-Laws



ANNEXURE "A"

SP 98753 Consolidated By-Laws



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## SP 98753 Consolidated By-Laws

### Special By-law 5 Installation of Child Window Safety Devices

#### PART 1 – PREAMBLE

1. This by-law is made pursuant to Division 2 of Part 7 to the Act.
2. It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.
3. Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:
  - a. install Child Window Safety Devices; and
  - b. to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.
4. The Child Window Safety Devices will be installed on any openable window where:
  - the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
  - when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
  - any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

#### PART 2 – GRANT OF POWER

- o Notwithstanding anything contained in any by-law applicable to the strata scheme, the owners corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

#### ▪ PART 3 – DEFINITIONS & INTERPRETATION

##### 1. Definitions

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

- a. **Act** means the *Strata Schemes Management Act 2015*.
- b. **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **Building** means the building situated at 5 Mooramba Road Dee Why
- d. **Child Window Safety Device** means the installation of:
  - i. a device which allows a window to be locked with a maximum opening of 125mm;
  - ii. the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
  - iii. any legislative requirement that amends or replaces sub-clauses 3.1(d)(i) and/or (ii),
- e. **Non-compliant Window** means any openable window in the building where:
  - i. the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

- ii. the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- iii. any legislative requirement that amends or replaces sub-clauses 3.1(e)(i) and/or (ii).
- f. **Lot** means any individual lot in strata plan 98753.
- g. **Owner** means owner of a Lot.

### 2. Interpretation

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

- a. the singular includes the plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act;
- d. references to legislation include references to amending and replacing legislation; and
- e. where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

### PART 4 – INSTALLATION OF CHILD WINDOW SAFETY DEVICE

- 1. The owners corporation shall install a Child Window Safety Device to every Non-compliant Window.
- 2. The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.
- 3. The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.
- 4. The owners corporation must comply with the *Home Building Act 1989* where relevant.
- 5. The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.
- 6. The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.
- 7. The owners corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

### PART 5 – ACCESS

- 1. The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under sub-section 122(2) of the Act, to access the Lot for the purpose of:
  - a. installing the Child Window Safety Devices; and
  - b. determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

## ANNEXURE "A"

## SP 98753 Consolidated By-Laws

2. The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

### PART 6 – MAINTENANCE, REPAIR AND REPLACEMENT

1. The Owners acknowledge and agree that:
  - a. they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged or defaced by the Owner or any occupant of the Lot; and
  - b. the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.
2. The procedure by which maintenance and repair is to be carried out, is as follows:
  - a. the Owners Corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;
  - b. Upon determining that the Child Window Safety Device requires repair or replacement, the Owners Corporation (or its duly authorised contractor) will arrange for the it to be repaired or replaced, as required;
  - c. If the Owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the Owners Corporation will provide a copy of the tax invoice for such repair or replacement to the Owner; and the Owner must reimburse the Owners Corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

**ANNEXURE "A"**

**SP 98753 Consolidated By-Laws**

**Special By-law 6 Common property memorandum**

The owners corporation, pursuant to Section 107 of the *Strata Schemes Management Act 2015* (NSW) adopts a common property memorandum subject to any amendments to the memorandum that may be made at this meeting (by the persons entitled to vote, by special resolution) and that notification be lodged for registration at the Registrar-General's Office.

**Common property memorandum**

**Owners corporation responsibilities for maintenance, repair or replacement**

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land (h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i> ) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic

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**ANNEXURE "A"**

*SP 98753 Consolidated By-Laws*

	<p>closer</p> <p>(c) security doors, other than those installed by an owner after registration of the strata plan</p>
<b>5. Floor</b>	<p>(a) original floorboards or parquetry flooring affixed to common property floors</p> <p>(b) mezzanines and stairs within lots, if shown as a separate level in the strata plan</p> <p>(c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan</p> <p>(d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan</p>
<b>6. General</b>	<p>(a) common property walls</p> <p>(b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan)</p> <p>(c) any door in a common property wall (including all original door furniture)</p> <p>(d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility)</p> <p>(e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan</p> <p>(f) ducting cover or structure covering a service that serves more than one lot or the common property</p> <p>(g) ducting for the purposes of carrying pipes servicing more than one lot</p> <p>(h) exhaust fans outside the lot</p> <p>(i) hot water service located outside of the boundary of any lot or where that service serves more than one lot</p> <p>(j) letter boxes within common property</p> <p>(k) swimming pool and associated equipment</p> <p>(l) gym equipment</p>
<b>7. Parking / Garage</b>	<p>(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan</p> <p>(b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot</p> <p>(c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot</p> <p>(d) mesh between parking spaces, if shown by a thick line on the strata plan</p>
<b>8. Plumbing</b>	<p>(a) floor drain or sewer in common property</p> <p>(b) pipes within common property wall, floor or ceiling</p> <p>(c) main stopcock to unit</p>

**ANNEXURE "A"**

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	(d) storm water and on-site detention systems below ground
<b>9. Windows</b>	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

**Lot owner responsibilities for maintenance, repair or replacement**

<b>1. Balcony and courtyards</b>	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
<b>2. Ceiling/Roof</b>	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
<b>3. Electrical</b>	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems (d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
<b>4. Entrance door</b>	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
<b>5. Floor</b>	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
<b>6. General</b>	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher

**ANNEXURE "A"**

**SP 98753 Consolidated By-Laws**

	<ul style="list-style-type: none"> <li>(e) stove</li> <li>(f) washing machine and clothes dryer</li> <li>(g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot)</li> <li>(h) internal doors (including door furniture)</li> <li>(i) skirting boards and architraves on non-common property walls</li> <li>(j) tiles and associated waterproofing affixed to non-common property walls</li> <li>(k) letterbox within a lot</li> <li>(l) pavers installed within the lot's boundaries</li> <li>(m) ducting cover or structure covering a service that serves a single lot</li> </ul>
<b>7. Parking / Garage</b>	<ul style="list-style-type: none"> <li>(a) garage door remote controller</li> <li>(b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary</li> <li>(c) light fittings inside the lot where the light is used exclusively for the lot</li> <li>(d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)</li> </ul>
<b>8. Plumbing</b>	<ul style="list-style-type: none"> <li>(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall</li> <li>(b) pipes and 'S' bend beneath sink, laundry tub or hand basin</li> <li>(c) sink, laundry tub and hand basin</li> <li>(d) toilet bowl and cistern</li> <li>(e) bath</li> <li>(f) shower screen</li> <li>(g) bathroom cabinet and mirror</li> <li>(h) taps and any associated hardware</li> </ul>
<b>9. Windows</b>	<ul style="list-style-type: none"> <li>(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier)</li> <li>(b) locks additional to the original (or any lock replaced by an owner)</li> <li>(c) window lock keys</li> </ul>

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Austates Conveyancers - Ultimo Office  
Suite 15, Level 1, 89-97 Jones  
Street  
ULTIMO NSW 2007

**Reference:** 210605/CLEMENTS & CIRILLO  
**Date:** 28/07/2021  
**Certificate No.** ePLC2021/5782

**Address of Property:** A 102/5 Mooramba Road DEE WHY NSW 2099  
**Description of Property:** Lot 2 SP 98753

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## Planning Certificate – Part 2

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

### **1. Relevant planning instruments and Development Control Plans**

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

**1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

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

State Environmental Planning Policy (Infrastructure) 2007  
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
 State Environmental Planning Policy (State and Regional Development) 2011  
 State Environmental Planning Policy (State Significant Precincts) 2005  
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
 State Environmental Planning Policy (Primary Production and Rural Development) 2019  
 State Environmental Planning Policy (Koala Habitat Protection) 2019  
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)  
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005  
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

## **1.2 Draft Environmental Planning Instruments**

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

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)  
 Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019  
 Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
 Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **1.2 b) Draft Local Environmental Plans**

#### **Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)**

**Applies to: Crown Land:** Lots 76 and 77 DP 504237; Lot 2 DP 710023.

**Outline:** Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

**Council resolution:** 28 May 2019, 29 September 2020

**Gateway Determination:** 21 February 2021

## **1.3 Development Control Plans**

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

Warringah Development Control Plan 2011

## **2. Zoning and land use under relevant Local Environmental Plans**

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

### **2.1 Zoning and land use under relevant Local Environmental Plans**

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

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

### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

#### **Zone B4 Mixed Use**

##### **1 Objectives of zone**

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To reinforce the role of Dee Why as the major centre in the sub-region by the treatment of public spaces, the scale and intensity of development, the focus of civic activity and the arrangement of land uses.
- To promote building design that creates active building fronts, contributes to the life of streets and public spaces and creates environments that are appropriate to human scale as well as being comfortable, interesting and safe.
- To promote a land use pattern that is characterised by shops, restaurants and business premises on the ground floor and housing and offices on the upper floors of buildings.
- To encourage site amalgamations to facilitate new development and to facilitate the provision of car parking below ground.

##### **2 Permitted without consent**

Home-based child care; Home occupations

##### **3 Permitted with consent**

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

##### **4 Prohibited**

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

### **Additional permitted uses**

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

Nil

### **(e) Minimum land dimensions**

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

### **(f) Critical habitat**

The land does not include or comprise critical habitat.

### **(g) Conservation areas**

The land is not in a heritage conservation area.

### **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

## **2.2 Draft Local Environmental Plan - if any**

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

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

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

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

## **3. Complying Development**

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

### **a) Housing Code**

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

### **b) Rural Housing Code**

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

### **c) Low Rise Housing Diversity Code**

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

**d) Greenfield Housing Code**

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

**e) Housing Alterations Code**

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

**f) General Development Code**

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

**g) Commercial and Industrial Alterations Code**

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

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

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

**i) Container Recycling Facilities Code**

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

**j) Subdivisions Code**

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

**k) Demolition Code**

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

**l) Fire Safety Code**

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

**m) Inland Code**

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

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

**4, 4A (Repealed)**

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

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

#### **5. Mine Subsidence**

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

#### **6. Road widening and road realignment**

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

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

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

Nil

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

Nil

#### **7A. Flood related development control Information**

- (1) The land is within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this clause—

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

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

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

## **8. Land reserved for acquisition**

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

## **9. Contribution plans**

The following applies to the land:

### **Dee Why Town Centre Contributions Plan - in force 13 July 2019**

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

## **9A. Biodiversity certified land**

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

## **10. Biodiversity Stewardship Sites**

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

## **10A. Native vegetation clearing set asides**

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

## **11. Bush fire prone land**

### **Bush Fire Prone Land**

The land is not bush fire prone land.

## **12. Property vegetation plans**

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

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

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

## **14. Directions under Part 3A**

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

## **15. Site compatibility certificates and conditions for seniors housing**

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

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

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

## **17. Site compatibility certificate and conditions for affordable rental housing**

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

## **18. Paper subdivision information**

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

## **19. Site verification certificates**

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

## **20. Loose-fill asbestos insulation**

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

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

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

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

In this clause:

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

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

## **Additional matters under the Contaminated Land Management Act 1997**

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

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

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



**Ray Brownlee PSM**  
**Chief Executive Officer**

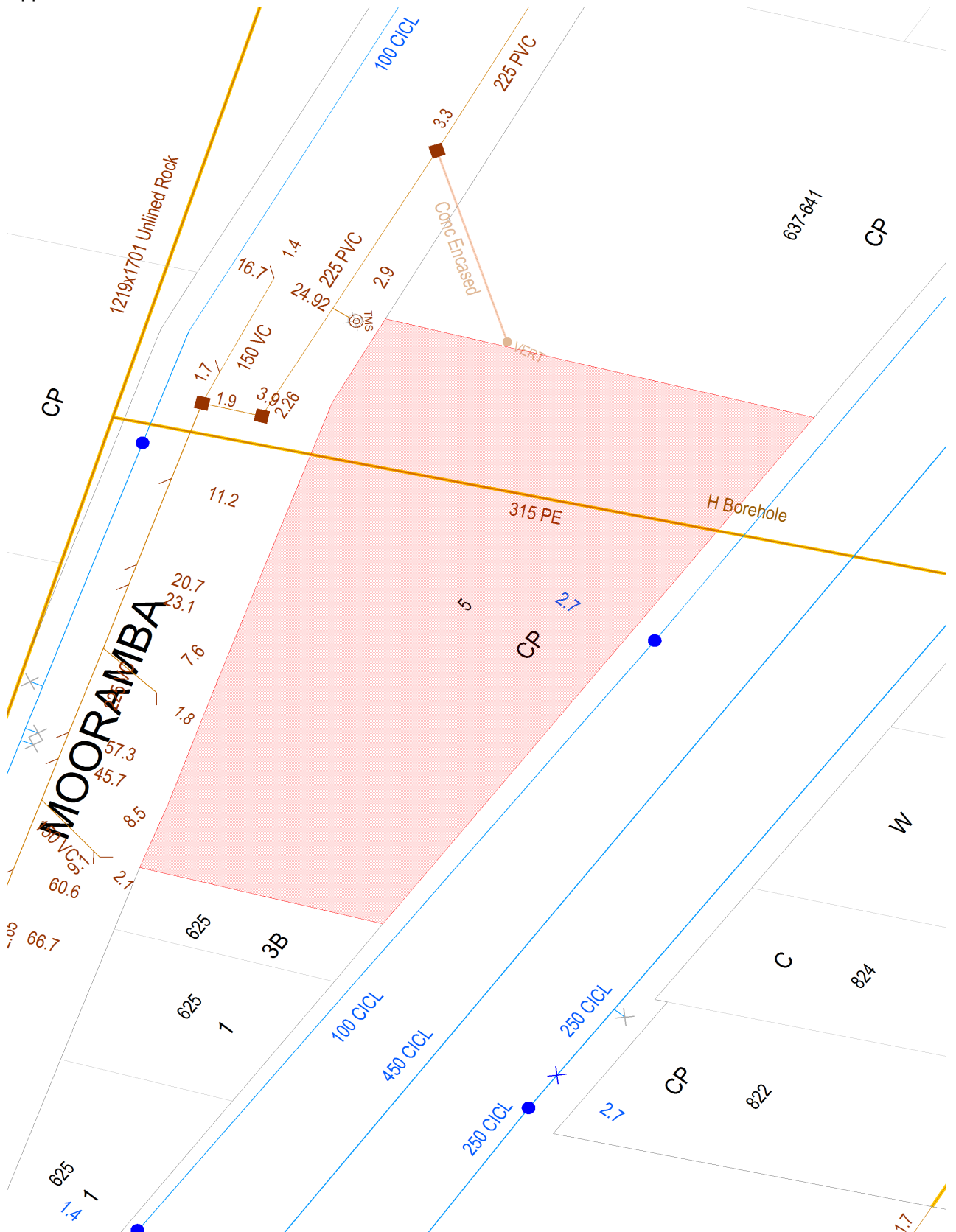
**28/07/2021**





# Service Location Print

Application Number: 8000933089



Document generated at 30-07-2021 04:27:13 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		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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