

# Contract for the sale and purchase of land 2019 edition

| TERM                                             | MEANING OF TERM                                                                                                                                                                                                                                                                                   | NSW DAN:                                                                                                                    |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| vendor's agent                                   | <b>Upstate ABN 50 000 263 196</b><br><b>Suite 15, Level 1/888 Pittwater Road, Dee Why, NSW 2099</b>                                                                                                                                                                                               | <b>Phone: 9971 9000</b><br><b>Fax: 9982 6446</b>                                                                            |
| co-agent                                         |                                                                                                                                                                                                                                                                                                   |                                                                                                                             |
| vendor                                           | <b>Verge Developments Pty Ltd ACN 165 615 949</b><br><b>Suite 8/924 Pacific Highway, Gordon, NSW 2072</b>                                                                                                                                                                                         |                                                                                                                             |
| vendor's solicitor                               | <b>Link Lawyers</b><br><b>Suite 902, Level 9, 265 Castlereagh Street, Sydney NSW 2000</b><br><b>DX 11544 Sydney Downtown</b>                                                                                                                                                                      | <b>Phone: 02 9212 0955</b><br><b>Fax: 02 9212 4155</b><br><b>Ref: TKL:CZ:8390004</b><br><b>E: tleung@linklawyers.com.au</b> |
| date for completion                              | <b>Special condition 7</b>                                                                                                                                                                                                                                                                        | (clause 15)                                                                                                                 |
| land (address, plan details and title reference) | <b>4 / 59 Campbell Parade, Manly Vale, New South Wales 2093</b><br><b>Unregistered Plan: Lot 4 in an unregistered Strata Plan</b><br><b>Which is part of Lot A Deposit Plan 158527</b><br><b>Folio Identifier A/158527</b>                                                                        |                                                                                                                             |
|                                                  | <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 type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input checked="" type="checkbox"/> other: Townhouse |                                                                                                                             |
| attached copies                                  | <input type="checkbox"/> documents in the List of Documents as marked or as numbered:<br><input type="checkbox"/> other documents:                                                                                                                                                                |                                                                                                                             |

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

|                       |                                                                                                                                                                        |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| inclusions            | <input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove                             |
|                       | <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input 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 |                                                                                                                                                                        |
| price                 | \$                                                                                                                                                                     |
| deposit               | \$ (10% of the price, unless otherwise stated)                                                                                                                         |
| balance               | \$                                                                                                                                                                     |
| contract date         | (if not stated, the date this contract was made)                                                                                                                       |

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_**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 a **GSTRW payment**  
(GST residential withholding payment)☐ NO ☒ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *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:

**Verge Developments Pty Ltd**

Supplier's ABN:

**ACN 165 615 949**

Supplier's GST branch address (if applicable):

Supplier's business address:

**Suite 8/924 Pacific Highway, Gordon, NSW 2072**

Supplier's email address:

**dewanto@vergededevelopments.com.au**

Supplier's phone number:

**02 9489 9866**Supplier's proportion of **GSTRW payment**:**7% of contract price****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

## List of Documents

| General                                                                                                                                                                 | Strata or community title (clause 23 of the contract)                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1 property certificate for the land                                                                                                            | <input type="checkbox"/> 32 property certificate for strata common property                                   |
| <input type="checkbox"/> 2 plan of the land                                                                                                                             | <input type="checkbox"/> 33 plan creating strata common property                                              |
| <input type="checkbox"/> 3 unregistered plan of the land                                                                                                                | <input 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 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)                                                                          | <input type="checkbox"/> 39 leasehold strata - lease of lot and common property                               |
| <input 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 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**

Not yet appointed.

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## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Lot 4, 59 Campbell Parade, Manly Vale**, from **Verge Developments Pty Ltd ACN 165 615 949** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Verge Developments Pty Ltd ACN 165 615 949** and am not employed in the legal practice of a solicitor acting for **Verge Developments Pty Ltd ACN 165 615 949** nor am I a member or employee of a firm of which a solicitor acting for **Verge Developments Pty Ltd ACN 165 615 949** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated:

\_\_\_\_\_

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**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><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning, Industry and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land &amp; Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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' 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.

## ADDITIONAL PROVISIONS TO THE CONTRACT

### 1. Definitions and Interpretation

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#### Definitions

1.1 In this Contract, unless otherwise indicated, these terms mean:

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Apartment</b>               | the apartment (including any balcony, terrace, courtyard and excluding any car space and storage) forming part of the Property;                                                                                                                                                                                                                                                                                                           |
| <b>Authority</b>               | any federal, state or local government authority, and any tribunal, court, and any Services provider;                                                                                                                                                                                                                                                                                                                                     |
| <b>Business Day</b>            | any day other than a Saturday, Sunday and a public holiday in the state of New South Wales, and includes bank holiday;                                                                                                                                                                                                                                                                                                                    |
| <b>Claim</b>                   | any objection, claim of any kinds or any requisitions, or any attempt to delay Completion or terminate the Contract;                                                                                                                                                                                                                                                                                                                      |
| <b>Completion</b>              | the completion of the sale and purchase of the Property pursuant to the terms of this Contract;                                                                                                                                                                                                                                                                                                                                           |
| <b>Defect</b>                  | any fault in materials or workmanship in the Property (and excluding minor settlement cracks or shrinkages, normal fair wear and tear, and small marks);                                                                                                                                                                                                                                                                                  |
| <b>Defect Period</b>           | 90 days from the date of Completion;                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Deposit Holder</b>          | the Vendor's Solicitor;                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Development</b>             | the development on the Development Site by the Vendor generally in accordance with the Development Approval;                                                                                                                                                                                                                                                                                                                              |
| <b>Development Activities</b>  | (a) any form of demolition, excavation, landscaping and building works;<br><br>(b) installation of Services;<br><br>(c) consolidation or subdivision of lands forming part of the Development Site;<br><br>(d) any other forms of works which are considered necessary or desirable by the Vendor for the development of the Development Site; and<br><br>include any ancillary and associated works in relation to the above activities; |
| <b>Development Application</b> | the development application (as varied, modified or replaced from time to time) lodged with the relevant Authority to develop the land;                                                                                                                                                                                                                                                                                                   |

|                                     |                                                                                                                                                                                                                                              |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Approval/Consent</b> | the determination by way of approval by the relevant Authority development approval/consent (as varied, modified or replaced from time to time) to develop the land;                                                                         |
| <b>Completion Date</b>              | the date set out in clause 7.4;                                                                                                                                                                                                              |
| <b>Deposit</b>                      | the amount of deposit shown on the front page of this Contract;                                                                                                                                                                              |
| <b>Development Site</b>             | the Land and any improvements on it;                                                                                                                                                                                                         |
| <b>Disclosure Documents</b>         | documents annexed to this Contract;                                                                                                                                                                                                          |
| <b>Draft By-laws</b>                | the draft by-laws (if any) contained in this Contract;                                                                                                                                                                                       |
| <b>Draft Instrument</b>             | the draft section 88B instruments (if any) contained in this Contract;                                                                                                                                                                       |
| <b>Draft Strata Plan</b>            | the draft strata plan contained in this Contract;                                                                                                                                                                                            |
| <b>GST</b>                          | tax that is payable or imposed as goods and services tax under the <i>GST</i> Law and the <i>GST Act</i> ;                                                                                                                                   |
| <b>GST Act</b>                      | the Act of Parliament titled A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth);                                                                                                                                              |
| <b>Land</b>                         | the land that is described in the Schedule;                                                                                                                                                                                                  |
| <b>Occupation Certificate</b>       | an interim or final occupation certificate for the property given by the relevant authority under the Environmental Planning & Assessment Act 1979 (EPA Act);                                                                                |
| <b>Party</b>                        | a party to this Contract;                                                                                                                                                                                                                    |
| <b>Property</b>                     | the property named on the front page of this Contract;                                                                                                                                                                                       |
| <b>Purchase Price</b>               | the purchase price of the Property stipulated on the front page of this Contract;                                                                                                                                                            |
| <b>Schedule of Finishes</b>         | the list of finishes as set out in the Schedule of Finishes attached to this Contract;                                                                                                                                                       |
| <b>Services</b>                     | services and utilities provided or to be provided to the Development Site including water, gas, electricity, sewerage and drainage, telecommunications and internets, artificial heated or cooled air conditioning system, security systems; |
| <b>Strata Plan</b>                  | the strata plan in respect of the Development Site;                                                                                                                                                                                          |
| <b>Strata Scheme</b>                | the strata scheme comprising strata lots and common property constituted on the registration of the Strata Plan;                                                                                                                             |
| <b>Sunset Date</b>                  | the date set out in the Schedule;                                                                                                                                                                                                            |

**Owners  
Corporations**

the owners corporations of the Strata Scheme;

**Vendor's Agent**

the Vendor's agent named on the front page of this Contract.

**Interpretation**

- 1.2 The following rules of interpretation apply in this Contract unless the context requires otherwise.
- 1.2.1 the singular includes the plural and conversely;
  - 1.2.2 a gender includes all genders;
  - 1.2.3 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - 1.2.4 a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
  - 1.2.5 a reference to a clause or schedule or annexure is to a clause of or schedule or annexure to this Contract;
  - 1.2.6 a reference to a Party includes the Party's successor and permitted assign;
  - 1.2.7 a reference to any document is to that document as amended, novated, or replaced from time to time, except to the extent prohibited by this Contract or that other document;
  - 1.2.8 a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
  - 1.2.9 a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and separately;
  - 1.2.10 a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
  - 1.2.11 mentioning anything after include, includes or including does not limit what else might be included.
- 1.3 Headings are for convenience only and do not affect interpretation.
- 1.4 If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- 1.5 If there is any inconsistency between the printed provisions in this Contract and these Additional Provisions, the Additional Provisions prevail.

**2. Vendor Disclosures**

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**Disclosure Documents**

- 2.1 The Vendor discloses all the facts and information referred to and set out in the Disclosure Documents and this Contract. The disclosures reflect the current

development proposals and concepts of the Vendor and the Vendor reserves the right to vary and not carry any of the proposals or concepts.

## **The Development**

2.2 The Vendor discloses that:

- 2.2.1 the Vendor intends to carry out the Development Activities on the Development Site;
- 2.2.2 the Vendor will use reasonable endeavours to complete the Development;
- 2.2.3 some of the lots in the Development will be designated as adaptable units as required under the Development Approval;
- 2.2.4 the Vendor intends to register the Draft Strata Plan and other Draft By-laws and any Draft Documents for the Strata Scheme and the Vendor may determine in its sole discretion, or be required, to make amendments to these draft documents in the course of the Development or to meet the requirements of any Authority;
- 2.2.5 that the address of the Property at Completion may be different from the address of the Property shown in this Contract;
- 2.2.6 during the course of the Development, the Vendor:
  - (a) may undertake minor road re-alignment or dedication in respect of the Development Site;
  - (b) will procure the relocation or construction of any sewer main, drainage systems or connections to meet the requirements of any Authorities;
  - (c) will make arrangements with providers for the provisions of Services to the Development Site including Services that may affect the Property or the common property of the Strata Plan;
  - (d) may be required to create, grant in favour of any Authorities easements, restriction on use, positive covenants burdening the Land that may affect the Property or the common property of the Strata Plan;
  - (e) may dedicate part of the Development Site for the purpose of supply of powers and any other utilities to the Development Site that may affect the Property or the common property of the Strata Plan;
  - (f) may adopt any by laws or create exclusive use by-laws in respect of parts of the common property of the Strata Scheme;
- 2.2.7 The Vendor may procure:
  - (a) the appointment of a strata manager or caretaker for the Owners Corporations;

- (b) registration of any by-laws that imposes on the Owners Corporations obligations contemplated by any matters disclosed in this Vendor Disclosures or for any matters that the Vendor considers necessary for the Strata Scheme;
- 2.2.8 the Vendor may make any change (with or without prior notice to any Purchaser of any lots in the Strata Scheme) to the Draft Strata Plan, Draft By-laws or any other Draft Strata Documents including changes to:
  - (a) the numbering and configurations of lots in the Strata Scheme;
  - (b) the location of any lots in the Strata Scheme;
  - (c) internal layout, floor areas, ceiling heights, dimensions of any lots;
  - (d) the exterior of the buildings on the Development Site;
  - (e) the location, dimension or area of any car parking space or storage area;
  - (f) the street address of any lots, car space number, and storage number; and
  - (g) other matters relating to the Development or the Strata Scheme which the Vendor considers necessary or for meeting requirement of any Authority;
- 2.2.9 the Vendor may not complete part of the Development Activities (provided they are not activities to be carried out on the Property) by Completion, and it may need to continue to carry out such activities after Completion.

### **Development Approval Modification**

- 2.3 The Vendor discloses that the Vendor may make:
    - 2.3.1 a new Development Application to the relevant Authority; or
    - 2.3.2 applications to the relevant Authority under the EPA Act for approval of a modification of the Development Approval,
- including, but not limited to, applications in relation to any of the following:
- 2.3.3 staging construction;
  - 2.3.4 amending the timing and/or order of construction;
  - 2.3.5 amending the number and layout of units in the Strata Scheme;
  - 2.3.6 amending the number of levels in the Strata Scheme;
  - 2.3.7 relocating car spaces and amending car park entry and exits;
  - 2.3.8 retaining rights to operate facilities on or serving the Strata Scheme and/or Development;

- 2.3.9 amending external finishes;
- 2.3.10 any other Development Application required by the Vendor; and
- 2.3.11 any modification of the Development Approval required by the Vendor.

- 2.4 If the Vendor elects to do any of the things referred to clause 2.3 and does not obtain the relevant Authority's approval for a new Development Application or of the modification of the Development Approval on terms satisfactory to the Vendor (in its absolute discretion), then the Vendor may proceed to carry out the Development in accordance to the Development Approval.
- 2.5 The Vendor is not required to obtain the Purchaser's approval to the application for approval of any new Development Consent and/or modification of the Development Approval.

### **Development May Be Assigned**

- 2.6 The Vendor may at any time and without prior notice to or consent of the Purchaser assign its interest in the Land or any part of the Land or its interest in the Contract to a third party ("the Assignee"), and the Vendor may by notice in writing to the Purchaser or its legal representative requiring the Purchaser to enter into a deed of assignment to the benefit of this Contract from the Vendor to the third party.
- 2.7 If the above provision applies, the Purchaser must sign and return the deed of assignment within 7 days of receiving the notice from the Vendor. From the date of the assignment, the Purchaser releases the Vendor from any obligation of the Vendor under this Contract and will indemnify the Vendor against any claim for damages, losses, costs or expenses the Vendor may incur or may be liable arising out of a failure by the Purchaser to perform the terms and conditions in this Contract.
- 2.8 If the Purchaser has provided a Bank Guarantee for the Deposit, the Purchaser must on returning the deed of assignment provide a replacement Bank Guarantee in favour of the Assignee for the Deposit.
- 2.9 The Vendor has the discretion to rescind this Contract if the Purchaser fails to comply with the above subclause, and clause 19 will apply.

### **Purchaser's Acknowledgment**

- 2.10 Except as otherwise provided in this Contract, the Purchaser acknowledges each of the Vendor's disclosures set out in this clause, and agrees that it cannot make any Claim in relation to the matter disclosed in this Contract and any annexures.

## **3. Replacement Of Documents**

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- 3.1 The Vendor may at any time before registration of the Strata Plan without prior notice to the Purchaser, replace or amend all or part of any of the Draft Strata Plan, Draft Strata by-laws and other Draft Strata Documents contained in this Contract.

#### **4. Purchaser's Right to Rescind**

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- 4.1 Subject to clause 4.2, the Purchaser may rescind this Contract if any of the change made by the Vendor detrimentally and substantially affects the Property and had not been previously disclosed to the Purchaser.

##### **~~Detrimental or Substantial Changes~~**

- ~~4.2 The Purchaser acknowledges and agrees that any of the following changes is deemed minor and does not detrimentally or substantially affect the Property:~~

~~4.2.1 relocation, reconfiguration, renumbered of any car parking space or storage area (provided the Purchaser will receive the same number of car parking space and storage area (if any) shown on the front page of this Contract);~~

~~4.2.2 designate the car space or the storage area as separate lots or for use by the Purchaser under an exclusive use by law in the Strata Scheme;~~

~~4.2.3 creation of any column forming part of the walls of the Apartment; and~~

~~4.2.4 the total area of the Property is reduced by 5% or less.~~

##### **Notice to Rescind**

- 4.3 The Purchaser may only exercise the right to rescind contract under the above subclause by giving notice to the Vendor or the Vendor's solicitors within 5 days (and time is of the essence) after, the earlier of:

4.3.1 the date the Vendor or the Vendor's solicitor notifies the Purchaser of the change;

4.3.2 the date the Purchaser or the Purchaser's solicitor being notified of the registration of the Strata Plan, and clause 19 of this Contract will apply.

##### **Purchaser has No Further Claim**

- 4.4 The Purchaser is not entitled to make any other Claims in respect of any changes to the Property, and the Vendor is entitled to treat any such Claims by the Purchaser as a repudiation of this Contract which entitles the Vendor to terminate the Contract.

#### **~~5. Fixtures and Fittings~~**

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##### **~~Schedule of Finishes~~**

- ~~5.1 The Vendor will install the items included in the Property as generally set out in the Schedule of Finishes.~~

##### **~~Changes to Finishes of Equivalent Quality~~**

- ~~5.2 The Vendor may without prior notice change finishes and items set out in the Schedule of Finishes with finishes or item of equivalent or better quality.~~

## **No Further Claim**

- ~~5.3 The Purchaser is not entitled to make any Claim in respect of the replacement of finishes by the Vendor in accordance with clause 5.2.~~

## **Dispute Resolution**

- 5.4 If a dispute arises out of or related to this clause, a Party must refer the dispute to the Law Society of New South Wales ("Law Society") to have the dispute resolved by mediation as set out in the Law Society which is deemed to form part of this Contract. The Parties must comply with the decision of the mediator as to the time and place and procedures of the mediation.
- 5.5 Each Party is to pay for its own costs of attending the mediator and the Parties will share the costs and expenses of the mediation equally.

## **6. Defects**

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### **Pre-settlement Inspection**

- 6.1 The Purchaser is entitled to one inspection of the Property at least 5 days before the Completion Date on time nominated by the Vendor, and may submit to the Vendor not more than one notice describing any Defects in the Property.

### **Major Defects**

- 6.2 If the Purchaser identifies any major defects before Completion, the Vendor will in proper and workmanlike manner repair and rectify the defect as soon as practicable before Completion, and the Purchaser is not required to complete until such defects are repaired or rectified.
- 6.3 For the purpose of this clause, major defects are defects that render that the Property not habitable or not safe for occupation.
- 6.4 The Purchaser acknowledges and agrees that the issuing of the Occupation Certificate is conclusive evidence that the Property has no major defect.

### **Minor Defects**

- 6.5 The Purchaser acknowledges and agrees that the Vendor is not obliged to rectify or repair before Completion any Defects that are not major defects, and the Purchaser cannot make any Claim due to the existence of such defects.

### **Defect Notice**

- 6.6 After Completion and before the end of the Defect Period, the Purchaser may submit to the Vendor not more than one notice describing any Defects in the Property and the Vendor will in proper and workmanlike manner repair and rectify the defects within a reasonable time.

## **7. Completion and Notice to Complete**

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### **Completion Subject to Plan Registration**

- 7.1 Completion of this Contract is subject to and conditional upon registration of the Strata Plan.

### **~~Sunset Date Extension~~**

- ~~7.2 The Vendor may by one or more written notices to the Purchaser extend the Sunset Date by the number of days of delay on any of the Development Activities, or registration of the Strata Plan due to matters beyond the Vendor's reasonable control, provided that the extension must not be more than 18 months from the original Sunset Date.~~
- ~~7.3 If the Strata Plan is not registered on or before the Sunset Date (as extended under this Contract), either Party may by notice in writing to the other Party rescind this Contract and clause 19 will apply.~~

### **Completion Date**

- 7.4 The completion date of this Contract is the later of:
- 7.4.1 42 days after the date of this Contract;
  - 7.4.2 21 days after the Vendor notifies the Purchaser of registration of the Strata Plan;
  - ~~7.4.3 21 days after the Vendor providing to the Purchaser a copy of the Occupation Certificate.~~

### **Purchaser Fails to Complete**

- 7.5 In the event that the Purchaser fails to complete by the Completion Date through no fault of the Vendor, then without prejudice to all other rights and remedies of the Vendor may serve such a notice on the Purchaser requiring the Purchaser to complete this Contract within 14 days from the service of such notice making time of the essence of this Contract.
- 7.6 The Purchaser shall:
- 7.6.1 pay to the Vendor, in cash or bank cheque on Completion, a sum calculated on a daily basis at a rate of twelve percent (12%) per annum of the unpaid balance of the Purchase Price from and including the due date specified for Completion in this Contract to and including the date of actual Completion;
  - 7.6.2 pay a sum of \$385.00 (including GST) for the issue the notice to complete as the Vendor's additional legal costs and other expenses incurred as a consequence of the Purchaser's delay.

## **Default Charges are Essential Terms**

- 7.7 The Purchaser agrees and acknowledges that clause 7.6 is an essential condition of this Contract and the Vendor shall not be required to complete this Contract unless and until such amounts are paid on Completion.

## **Cancelled Settlement**

- 7.8 In the event that settlement of the sale and purchase under this Contract ("Settlement") has been scheduled and agreed between the legal representatives of the Vendor, the Purchaser and/or the Purchaser's mortgagee, and through no fault or request of the Vendor, Settlement is re-scheduled or does not take place at the scheduled time and date, then in addition to any other moneys payable by the Purchaser under this Contract, the Purchaser must pay a sum of \$220.00 (including GST) on Completion, to cover the additional legal costs incurred by the Vendor as a result of the re-scheduled Settlement.

## **Vendor need not to Remove Charge**

- 7.9 The Vendor will not be regarded as being not ready, willing and able to complete because of the existence of a charge or caveat on the title of the Property, and will not be required remove any of the charge or caveat prior to Completion.

## **Vendor to Provide Keys**

- 7.10 On Completion, the Vendor will provide to the Purchaser keys for the Property and swipe cards (if any) for car parking access, and all manuals, instruction booklets, warranties, guarantees which the Vendor has in possession for the finishes set out in the Schedule of Finishes.

## **Vendor to Provide Land Tax Certificate**

- 7.11 The Vendor will provide, at least 14 days before completion, a current land tax certificate.

## **8. Adjustments**

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### **Adjustments on Rates and Land Tax**

- 8.1 If a separately assessment for the Property for council rates, or water and sewerage rates has not been issued on Completion, the Purchaser agrees that the amount payable in respect of the Property for the current rating period for Council rates, Water and Sewerage Rates will be adjusted on Completion as paid by the Vendor based on the amounts set out in the Schedule.
- 8.2 The Vendor requires a land tax adjustment on completion for the year current at completion. The purchaser must adjust the amount in accordance with clause 14 pursuant to the actual assessment for any land which includes the property or for the property, which is issued for the year current to completion.
- 8.3 The Vendor will pay any pay any rates and land tax that may be issued for the Property for the current rating year or quarter.

## **Insurance Premium**

- 8.4 In addition to the other adjustments stipulated in this Contract, the Purchaser agrees to adjust in favour of the Vendor on a unit entitlement basis on Completion the insurance premium paid by the Vendor and the cost of obtaining a valuation for insurance policies for effecting insurance for the Strata Scheme for the first twelve month period.

## **Other Adjustments**

- 8.5 The purchaser is aware that the vendor may advance funds by ways of contributions to the Owners Corporation for the purposes of affecting matters but which matters are properly payable by the Owners Corporation, the purchaser acknowledges that such amounts shall be on a unit entitlement basis adjusted on completion

## **9. Deposit and Bank Guarantee**

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### **Reduced Deposit**

- 9.1 When the Vendor at the request of the Purchaser has agreed to accept a sum of less than 10% of the Price for Deposit on exchange of this Contract, the Purchaser agrees that if the Purchaser is in default of the Contract, the Vendor is entitled to forfeit 10% of the Price and the Purchaser shall immediately upon demand by the Vendor pay the remaining balance of the 10% Deposit.
- 9.2 The vendor agrees to accept a sum of \$10,000.00 as deposit for the purposes of exchange. The purchaser acknowledges and agrees that the balance of the 10% deposit will be paid on or before the expiry of two (2) months from the date of exchange.

### **Interest Earned on Deposit (if Invested at Vendor's discretion)**

- 9.3 The Parties direct the Deposit Holder to:
- 9.3.1 pay as soon as practicable the Deposit into an unsecured interest bearing account at call with an Australian bank with interest to be reinvested, where the bank will be nominated and may be changed at the direction of the Vendor;
  - 9.3.2 deduct from the interest, all bank charges, governmental charges, fees and taxes payable in connection with the investment of the deposit;
  - 9.3.3 if the Deposit Holder is the Vendor's solicitors, deduct and pay to the Deposit Holder from the interest a sum of \$275 (including GST) as administrative costs incurred by the Deposit Holder in respect of the Deposit;
  - 9.3.4 at the direction of the Vendor, withdraw the Deposit and interest earned on it in anticipation of Completion;
  - 9.3.5 where a Party is in default of this Contract, pay the Deposit and any interest on the Deposit to the other Party;

- 9.3.6 pay the Deposit and interest earned on the Deposit in accordance with this Contract to the Party entitled to it as soon as practicable after Completion, rescission or termination; and
- 9.3.7 pay any interest on the deposit equally between the Vendor and the Purchaser within a reasonable time after Completion.

9.4 The Deposit is invested at the risk of the Party entitled to it.

9.5 A party will provide the tax file numbers to the Deposit Holder within 5 Business Days from this Contract date, or the Deposit Holder is not obliged to invest the Deposit.

### **Bank Guarantee**

9.6 If the Vendor agrees to accept payment of the Deposit by way of Bank Guarantee, then,

9.6.1 bank guarantee means a bank guarantee or a deposit bond provided by an Australian financial institution acceptable to the Vendor;

9.6.2 the bank guarantee must be:

9.6.2.1 in favour of the Vendor;

9.6.2.2 be in the full sum of the Deposit;

9.6.2.3 in a form approved by the Vendor or the Vendor's mortgagor, and

9.6.2.4 has an expiry date not earlier than 3 months after the Sunset Date;

9.6.3 the amount guaranteed under the bank guarantee must be paid by the Purchaser to the Vendor as part of the Purchase Price on Completion; and

9.6.4 the Vendor will return the bank guarantee to the Purchaser following Completion.

### **Replacement Bank Guarantee**

9.7 If the Sunset Date has been extended before the original Sunset Date, the Purchaser, must on request of the Vendor and at the Purchaser's costs and expenses, give to the Vendor a replacement Bank Guarantee not less than 2 months of the expiry date, at which time the Vendor will return or cancel the original Bank Guarantee.

9.8 The expiry date on the replacement Bank Guarantee must be no earlier than 18 months after the expiry date in the original Bank Guarantee, and otherwise be on the same conditions as the current Bank Guarantee.

### **Purchaser Cannot Provide Replacement Bank Guarantee**

- 9.9 If the Purchaser is unable to obtain a replacement Bank Guarantee for any reason, the Purchaser must provide to the Vendor a bank cheque for the amount secured by the Bank Guarantee no later than 2 months before the expiry date of the Bank Guarantee, at which time the Vendor will return or cancel the Bank Guarantee.
- 9.10 The Vendor is entitled to call upon the Bank Guarantee (original or its replacement, whichever is applicable), at any time if:
- 9.10.1 the Purchaser fails to provide a replacement Bank Guarantee as required in this Contract; or
- 9.10.2 the Vendor is entitled to forfeit the Deposit under this Contract.

## **10. Agent**

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- 10.1 The Purchaser warrants to the Vendor that it has not been introduced to the Vendor of the Property by any person other than the Vendor's agent named on front of this Contract. The Purchaser will keep the Vendor fully indemnified against any claims against, and any losses incurred by, the Vendor as a result of a breach of the Purchaser's warranty.

## **11. Purchaser's Representations and Warranties**

---

- 11.1 The Purchaser represents and warrants that the Purchaser:
- 11.1.1 has not entered into this Contract as a result of any representation, promise, warranty made by the Vendor, the Vendor's Agent or any other person except those given in this Contract;
- 11.1.2 relies entirely on his own inquiries on the nature, fitness and suitability of the Property and the purposes for which the Property may be lawfully used, the financial returns he may obtain from the Property;
- 11.1.3 has obtained independent financial and legal advice in relation to the purchase of the Property and his rights and obligations under the terms of this Contract; and
- 11.1.4 has the legal capacity and power to enter into and perform his right and obligations under this Contract;
- 11.1.5 it does not require finance or has obtained finance approval to purchase this Property, and it cannot terminate this Contract by virtue of any non-availability of finance or credit at Completion.

## **12. Entire Agreement**

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- 12.1 This Contract contains the entire agreement and understanding between the Parties on everything connected with the subject matter of this Contract, and supersedes any earlier agreement and understanding between the Parties on everything connected with the subject matter of this Contract.
- 12.2 Each Party acknowledges that it:

- 12.2.1 has not been induced to enter into this Contract by any alleged statement, representation, warranty or condition made by or on behalf of the other Parties;
- 12.2.2 has entered into this Contract in reliance solely upon its own research and inquiry.

## **13. Incapacity**

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### **Individual Purchaser**

- 13.1 If before Completion, the Purchaser, being an individual:
  - 13.1.1 dies, or
  - 13.1.2 loses the capacity to complete this Contract, or becomes incapable of managing his own affairs; or
  - 13.1.3 is bankrupt; or
  - 13.1.4 has a receiver, receiver and manager or administrator appointed to it or to any of its assets;
  - 13.1.5 makes any assignment for the benefit of, or enters into an arrangement with its creditors; or

### **Corporate Purchaser**

- 13.2 The Purchaser, being a company:
    - 13.2.1 resolves to go into liquidation; or
    - 13.2.2 has an application for its winding up; or
    - 13.2.3 enters into any scheme of arrangement with its creditors; or
    - 13.2.4 has a liquidator, receiver and manager, official manager, administrator or other statutory officer appointed to it,
- then the Vendor may by notice immediately terminate this Contract.

## **14. Guarantee and Indemnity**

---

- 14.1 This clause applies if the Purchaser is a corporate entity.
- 14.2 Where there is more than one guarantor, this clause binds the guarantors jointly and severally.
- 14.3 This Vendor has entered into this agreement with the Purchaser at the request of the guarantor and the guarantor acknowledges it has given the guarantee for valuable consideration and the Parties acknowledge that this guarantee is executed as a nature of a Deed.

- 14.4 The guarantor guarantees to the Vendor the due performance by the Purchaser of all its obligations under this Contract.
- 14.5 The guarantor will indemnify the Vendor against all damages, costs, charges, actions, suits, claims, demands or losses that the Vendor may incur as a result of the Purchaser's default under this Contract and/or the failure by the Purchaser not punctually performing or observing any express or implied obligations under this Contract.
- 14.6 The guarantor must pay within seven (7) days following the Vendor's written demand all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right under this Contract and all moneys due and payable to the Vendor by the Purchaser including but not limited to the balance of the Purchase Price, the adjustments due to the Vendor on Completion, any interest payable by the Purchaser to the Vendor and any other charge or expense provided for under the terms and conditions of this Contract.

## **15. Home Building Act**

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The Vendor disclose:

- 15.1 Work under this contract is required to be insured pursuant to s96A of the Home Building Act.
- 15.2 The Vendor is exempted of the s96A certificate requirement pursuant to Regulation 61 of the Home Building Regulations 2014 as work has not commenced.
- 15.3 The Vendor will effect the said insurance and shall within 14 days of taking out such policy provide the Purchaser with a copy of a certificate of Insurance.
- 15.4 Where the Vendor fail to provide such certificate of insurance in accordance with condition 17.3 above, the purchase may rescind this contract and the provisions of section 19 of the printed pages shall apply.

## **16. Foreign Acquisitions and Takeovers Act 1975**

---

- 16.1 If the Purchaser is a foreign person as defined under the Foreign Acquisitions and Takeover Act 1975, Completion of this Contract is subject to the Purchaser, at his own costs, obtaining the approval of the Foreign Investment Review Board for the Purchaser of the Property and providing to the Vendor's solicitor evidence of such approval within 30 days of the contract date of this Contract ("the FIRB due date").
- 16.2 If the Purchaser does not obtain the approval on or before the FIRB due date, the Vendor may by notice in writing to the Purchaser's solicitor terminate this Contract and refund the Deposit to the Purchaser less \$1,000 to be retained by the Vendor to cover the Vendor's legal and administrative expenses.

## **17. GST**

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- 17.1 If the Vendor is liable to pay GST on the sale and the Property is a residential lot, then the Purchase Price includes GST payable by the Vendor.

- 17.2 The Vendor and Purchaser agree that the margin scheme under the GST Law is to apply in respect of the supply under this Contract.
- 17.3 The Purchaser acknowledge that the Vendor will calculate the margin and the GST payable on this supply and is not required to furnish details of the GST and the margin to the Purchaser and the Vendor is not required to give the Purchaser a tax invoice.

## **18. Requisitions**

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- 18.1 The Purchaser acknowledges its right to raise general strata requisitions in the form attached within this Contract.
- 18.2 The Vendor will respond to the Purchaser's general requisitions by notifying the Purchaser that the Vendor makes the standard response to requisitions included in this Contract.

## **19. ~~On Sale~~**

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- ~~19.1 The Purchaser warrants that it will not advertise or offer the Property for sale, or enter into any contract, agreement, option, deed or arrangement to sell or transfer to any other person before completion except with express consent of the Vendor.~~

## **20. No Caveat**

---

- 20.1 It is an essential condition of this Contract that the Purchaser must not lodge a caveat for recording on the Land or any part of the Land unless in accordance with any court order issued in New South Wales.

## **21. Termination not Discharging Rights**

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- 21.1 Termination of this Contract will not discharge a Party from its obligations to the other Party arising up to the date of such termination.

## **22. Notices**

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### **Service of Notice**

- 22.1 A notice given under this Contract must be signed by or on behalf of the Party giving it, addressed to the Party to whom it is to be given and:
- 22.1.1 delivered to that Party's address;
  - 22.1.2 sent by pre-paid mail to that Party's address; or
  - ~~22.1.3 transmitted by facsimile to that Party's facsimile number.~~

### **Deemed Receipt of Notice**

- 22.2 A notice given to a Party under this clause is deemed as having been given and received:

- 22.2.1 if delivered to a Party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- 22.2.2 if sent by pre-paid mail, on the second Business Day after posting if the notice is sent within Australia, and on the fifth Business Day after posting if the notice is sent overseas; or
- 22.2.3 if transmitted by facsimile to a Party's facsimile number, and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.
- 22.3 For purposes of this clause, the address of a Party is the address of which that Party may from time to time give notice to each other Parties.

### **Notice by or to Solicitor**

- 22.4 Any notice by a Party may be given and may be signed by its solicitor.
- 22.5 Any notice to a Party may be given to its solicitor by any of the means listed in this clause to the solicitor's business address or facsimile number.

## **23. No Waiver**

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- 23.1 No failure to exercise and no delay in exercising any right, power or remedy by a Party under this Contract will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

## **24. No Merger**

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- 24.1 Unless implied by law, or otherwise expressly provided in this Contract, any rights and obligations of the Parties that are capable of taking effect after Completion will not merge on Completion and shall continue in full force and extent.

## **25. Governing Law**

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- 25.1 This Contract is governed by the laws of the state of New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

## **26. Severability**

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- 26.1 Any provision in this Contract which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and is otherwise to be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract.

## **27. Further Assistance**

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- 27.1 Each Party must do everything reasonably required of that Party by notice from the other Party to effectively carry out and give full effect to this Contract and the rights and obligations of the Parties under it.

## **28. Foreign Resident Capital Gains Withholding Payments**

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- 28.1 This clause 45 applies if the price is equal to or greater:

28.1.1 than \$2,000,000 if the contract date is before 1 July 2017; or

28.1.2 than \$750,000 if the contract date is on or after 1 July 2017.

- 28.2 In this clause 45, terms have the following meanings:

28.2.1 **Clearance Certificate** means a certificate in respect of the vendor given by the Commissioner under section 14-220 of Schedule 1 of the Taxation Administration Act ("the TA Act");

28.2.2 **Commissioner** has the meaning given to that term in the TA Act;

28.2.3 **Variation** means a variation made by the Commissioner under section 14-235(2) of Schedule 1 of the TA Act; and

28.2.4 **Withholding Amount** means the amount that the purchaser is required to pay the commissioner under section 14-200(3) of Schedule 1 of the TA Act

- 28.3 Attached to this contract is a Clearance Certificate current as at the contract date. If the attached Clearance Certificate expires prior to completion, the Contractor may serve an updated Clearance Certificate before completion.

- 28.4 The Contractor may serve a Variation before completion.

- 28.5 If:

28.5.1 The Clearance Certificate attached to this contract has not expired at the date of completion; or

28.5.2 The contractor serves a further Clearance Certificate under clause 45.3 no later than 2 business days before the date of completion that is current as at the date for completion,

Then the purchase must not on completion retain or withhold any amount of the price for the purposes of Subdivision 14-D of Schedule 1 of the TA Act.

- 28.6 If the contractor serves a Variation no later than 2 business days before the date of completion then the purchaser must on completion only retain or withhold the amount specified in the Variation for the purposes of Subdivision 14-D of the TA Act.
- 28.7 If the Clearance Certificate attached to this contract expires prior to the date for completion and the vendor does not serve a further Clearance Certificate that is current at the date for completion under clause 45.3 then the purchase must:
- 28.7.1 Serve evidence of a purchaser payment notification to the Australian Taxation Office;
  - 28.7.2 At completion, produce a settlement cheque in favour of the Commissioner for the Withholding Amount;
  - 28.7.3 Immediately following completion deliver that settlement cheque to the Commissioner; and
  - 28.7.4 Serve evidence of receipt by the Commissioner of payment of the Withholding Amount within 2 business days of receipt.
- 28.8 This clause 45 does not merge on completion.

## **29. Amendments to Standard Form**

---

- 29.1 Clauses 1-31 inclusive is amended as follows:
- 29.1.1 Clause 4.1.2 is amended by inserting the words "if the certificate of title is an eCT", at the beginning of the clause.
  - 29.1.2 Clause 5.2.2 is amended by replacing 21 with 7.
  - 29.1.3 Clause 7.1.1 is amended by replacing 5% with 1%.
  - 29.1.4 Clause 7.2.1 is amended by replacing 10% with 1%.
  - 29.1.5 Clause 8.1.3 is amended by replacing 14 days with 7 days.
  - 29.1.6 Clause 12.3 is deleted.
  - 29.1.7 Clause 13 is deleted.
  - 29.1.8 Clause 14.4.2 is deleted.
  - 29.1.9 Clause 14.7 is deleted.

- 29.1.10 Clauses 10.1.8 and 10.1.9: each occurrence of the word “substance” is replaced with the word “existence”;
- 29.1.11 Clause 16.5 is amended by deleting “plus another 20% of that fee”.
- 29.1.12 Clause 16.6 is amended by inserting “no later than 14 days before the completion date” after “land tax certificate”, and inserting at the end of the clause “If it is served outside the 14 days period, then the Purchaser will pay \$220.00 to the Vendor on settlement as an urgent land tax clearance fee”.
- 29.1.13 Clause 16.7 is amended by deleting “cash”.
- 29.1.14 Clause 16.8 is deleted.
- 29.1.15 Clause 22 is deleted.
- 29.1.16 Clause 23 is deleted.
- 29.1.17 Clause 24 is deleted.
- 29.1.18 Clause 28 is deleted.
- 29.1.19 Clause 29 is deleted.
- 29.1.20 Clause 30 and any reference to it including;
- (i) The related definition of clearance certificate, remittance amount, TA Ct and variation in clause 1; and
  - (ii) The second bullet point in clause 16.7.1

## SCHEDULE

|                                   |                                                                                        |
|-----------------------------------|----------------------------------------------------------------------------------------|
| <b>Land</b>                       | The land comprised in folio identifier A/158527 known as 59 Campbell Parade Manly Vale |
| <b>Sunset Date</b>                | <del>31 December 2021</del>                                                            |
| <b>Council Rates</b>              | \$1,100.00 per annum                                                                   |
| <b>Water &amp; Sewerage Rates</b> | \$250.00 for the quarter                                                               |
| <b>Land tax</b>                   | \$2,000.00 for the rating year                                                         |

## AMEDNMENT SCHEDULE

Amendments to the Additional Conditions

This Schedule has precedence over any of the other Additional Conditions except Clause 2.

This Parties agree the Additional Conditions are amended as follows:

| Additional Condition | Amendment |
|----------------------|-----------|
|                      |           |
|                      |           |

EXECUTION PAGE (Vendor)

**EXECUTED** by Verge Developments Pty Ltd in  
accordance with section 127 of the Corporations  
Act 2001 (Cth)

.....

Signature  
Director

.....

Signature  
Director

EXECUTION PAGE (Purchaser/s)

|                                                           |                                 |                                 |
|-----------------------------------------------------------|---------------------------------|---------------------------------|
| <b>EXECUTED</b> by the Purchaser/s<br>in the presence of: | .....<br>Signature of Purchaser | .....<br>Signature of Purchaser |
|                                                           | .....<br>Signature of witness   | .....<br>Signature of witness   |
|                                                           | .....<br>Name of witness        | .....<br>Name of witness        |
|                                                           | .....<br>Address of witness     | .....<br>Address of witness     |

|                                                                                                      |                                |
|------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>EXECUTED</b> by the .....<br>in accordance with section 127 of the Corporations Act<br>2001 (Cth) |                                |
| .....<br>Signature<br>Director                                                                       | .....<br>Signature<br>Director |
| .....<br>Name of Director                                                                            | .....<br>Name of Director      |

|                                                      |                                 |
|------------------------------------------------------|---------------------------------|
| <b>EXECUTED</b> by the guarantor in the presence of: |                                 |
| .....<br>Signature of witness                        | .....<br>Signature of guarantor |
| .....<br>Name of witness                             |                                 |
| .....<br>Address of witness                          | .....<br>Signature of guarantor |



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: A/158527

| SEARCH DATE | TIME     | EDITION NO | DATE      |
|-------------|----------|------------|-----------|
| 27/11/2019  | 10:13 AM | 7          | 29/3/2019 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

### LAND

LOT A IN DEPOSITED PLAN 158527  
AT MANLY VALE  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP158527

### FIRST SCHEDULE

VERGE DEVELOPMENTS PTY LTD (T AI85473)

### SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 LAND EXCLUDES THE ROAD(S) BEING LOT 5 IN DP447899
- 4 AP154211 MORTGAGE TO WESTPAC BANKING CORPORATION

### NOTATIONS

UNREGISTERED DEALINGS: PP SP97147.

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

8390000

PRINTED ON 27/11/2019

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 27/11/2019 10:13:50

Shire of Warringah

**PLAN**

of re-alignment in accordance with the provisions of the  
in connection with the proposed widening of pa

MAIN ROAD N<sup>o</sup> 164

**Parish of Manly Cove Coun**

Scale:40 feet to an inch

Width of proposed road widening 29 feet.

Lands proposed to be acquired for road widening st.

Approved by the Executive Council  
*[Signature]*  
Clerk of the Council  
Minute N<sup>o</sup> 18. Date 5 MAY 1954  
Confirmed (Date) 12 MAY 1954

GORDON

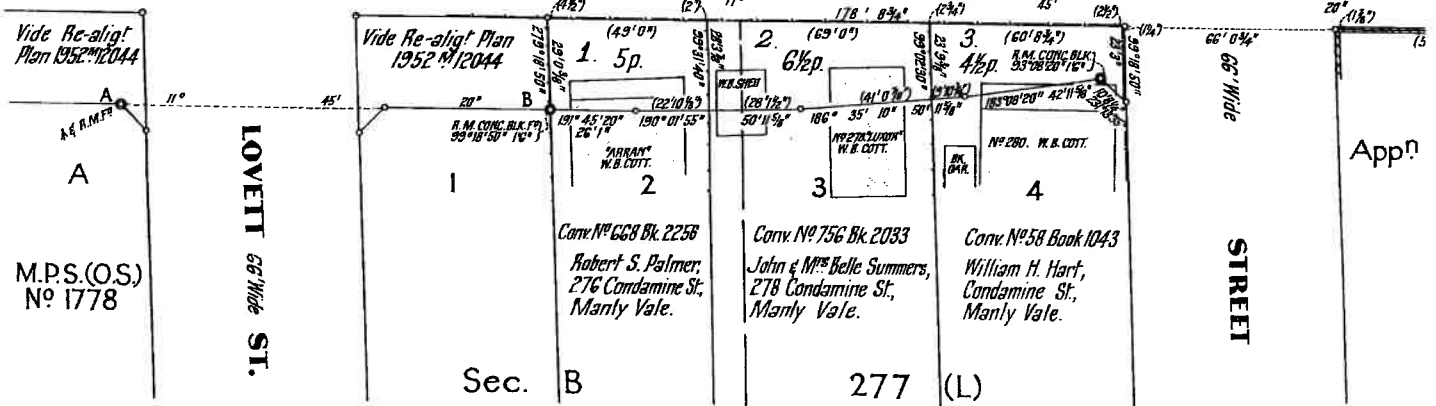
N<sup>o</sup> 16

ROAD

Variable Width

CONDAMINE

MAIN



DP 447899 (E)  
Azimuth A.B.

Approved

*[Signature]*  
Asst. Principal Land Surveyor  
Department of Main Roads.

D.M.R. 279-1118.

F.B. 2683.

Cat. N<sup>o</sup> 164 s 29C

CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS  
DP 447899

| FEET | INCHES | METRES |
|------|--------|--------|
| 0    | 1/2    | 0.013  |
| 0    | 3/4    | 0.019  |
| 1    | 1/4    | 0.032  |
| 1    | 1/2    | 0.038  |
| 1    | 3/4    | 0.048  |
| 2    | 1/4    | 0.051  |
| 2    | 1/2    | 0.064  |
| 2    | 3/4    | 0.070  |
| 3    | 1/4    | 0.077  |
| 3    | 1/2    | 0.084  |
| 3    | 3/4    | 0.091  |
| 4    | 1/4    | 0.100  |
| 4    | 1/2    | 0.107  |
| 4    | 3/4    | 0.114  |
| 5    | 1/4    | 0.125  |
| 5    | 1/2    | 0.133  |
| 5    | 3/4    | 0.141  |
| 6    | 1/4    | 0.152  |
| 6    | 1/2    | 0.160  |
| 6    | 3/4    | 0.168  |
| 7    | 1/4    | 0.178  |
| 7    | 1/2    | 0.187  |
| 7    | 3/4    | 0.196  |
| 8    | 1/4    | 0.203  |
| 8    | 1/2    | 0.213  |
| 8    | 3/4    | 0.222  |
| 9    | 1/4    | 0.230  |
| 9    | 1/2    | 0.239  |
| 9    | 3/4    | 0.248  |
| 10   | 1/4    | 0.256  |
| 10   | 1/2    | 0.267  |
| 10   | 3/4    | 0.276  |
| 11   | 1/4    | 0.284  |
| 11   | 1/2    | 0.295  |
| 11   | 3/4    | 0.305  |
| 12   | 1/4    | 0.313  |
| 12   | 1/2    | 0.323  |
| 12   | 3/4    | 0.333  |
| 13   | 1/4    | 0.341  |
| 13   | 1/2    | 0.351  |
| 13   | 3/4    | 0.361  |
| 14   | 1/4    | 0.369  |
| 14   | 1/2    | 0.379  |
| 14   | 3/4    | 0.389  |
| 15   | 1/4    | 0.396  |
| 15   | 1/2    | 0.407  |
| 15   | 3/4    | 0.417  |
| 16   | 1/4    | 0.425  |
| 16   | 1/2    | 0.435  |
| 16   | 3/4    | 0.445  |
| 17   | 1/4    | 0.453  |
| 17   | 1/2    | 0.463  |
| 17   | 3/4    | 0.473  |
| 18   | 1/4    | 0.481  |
| 18   | 1/2    | 0.491  |
| 18   | 3/4    | 0.501  |
| 19   | 1/4    | 0.509  |
| 19   | 1/2    | 0.519  |
| 19   | 3/4    | 0.529  |
| 20   | 1/4    | 0.537  |
| 20   | 1/2    | 0.547  |
| 20   | 3/4    | 0.557  |
| 21   | 1/4    | 0.565  |
| 21   | 1/2    | 0.575  |
| 21   | 3/4    | 0.585  |
| 22   | 1/4    | 0.593  |
| 22   | 1/2    | 0.603  |
| 22   | 3/4    | 0.613  |
| 23   | 1/4    | 0.621  |
| 23   | 1/2    | 0.631  |
| 23   | 3/4    | 0.641  |
| 24   | 1/4    | 0.649  |
| 24   | 1/2    | 0.659  |
| 24   | 3/4    | 0.669  |
| 25   | 1/4    | 0.677  |
| 25   | 1/2    | 0.687  |
| 25   | 3/4    | 0.697  |
| 26   | 1/4    | 0.705  |
| 26   | 1/2    | 0.715  |
| 26   | 3/4    | 0.725  |
| 27   | 1/4    | 0.733  |
| 27   | 1/2    | 0.743  |
| 27   | 3/4    | 0.753  |
| 28   | 1/4    | 0.761  |
| 28   | 1/2    | 0.771  |
| 28   | 3/4    | 0.781  |
| 29   | 1/4    | 0.789  |
| 29   | 1/2    | 0.799  |
| 29   | 3/4    | 0.809  |
| 30   | 1/4    | 0.817  |
| 30   | 1/2    | 0.827  |
| 30   | 3/4    | 0.837  |
| 31   | 1/4    | 0.845  |
| 31   | 1/2    | 0.855  |
| 31   | 3/4    | 0.865  |
| 32   | 1/4    | 0.873  |
| 32   | 1/2    | 0.883  |
| 32   | 3/4    | 0.893  |
| 33   | 1/4    | 0.901  |
| 33   | 1/2    | 0.911  |
| 33   | 3/4    | 0.921  |
| 34   | 1/4    | 0.929  |
| 34   | 1/2    | 0.939  |
| 34   | 3/4    | 0.949  |
| 35   | 1/4    | 0.957  |
| 35   | 1/2    | 0.967  |
| 35   | 3/4    | 0.977  |
| 36   | 1/4    | 0.985  |
| 36   | 1/2    | 0.995  |
| 36   | 3/4    | 1.005  |
| 37   | 1/4    | 1.013  |
| 37   | 1/2    | 1.023  |
| 37   | 3/4    | 1.033  |
| 38   | 1/4    | 1.041  |
| 38   | 1/2    | 1.051  |
| 38   | 3/4    | 1.061  |
| 39   | 1/4    | 1.069  |
| 39   | 1/2    | 1.079  |
| 39   | 3/4    | 1.089  |
| 40   | 1/4    | 1.097  |
| 40   | 1/2    | 1.107  |
| 40   | 3/4    | 1.117  |
| 41   | 1/4    | 1.125  |
| 41   | 1/2    | 1.135  |
| 41   | 3/4    | 1.145  |
| 42   | 1/4    | 1.153  |
| 42   | 1/2    | 1.163  |
| 42   | 3/4    | 1.173  |
| 43   | 1/4    | 1.181  |
| 43   | 1/2    | 1.191  |
| 43   | 3/4    | 1.201  |
| 44   | 1/4    | 1.209  |
| 44   | 1/2    | 1.219  |
| 44   | 3/4    | 1.229  |
| 45   | 1/4    | 1.237  |
| 45   | 1/2    | 1.247  |
| 45   | 3/4    | 1.257  |
| 46   | 1/4    | 1.265  |
| 46   | 1/2    | 1.275  |
| 46   | 3/4    | 1.285  |
| 47   | 1/4    | 1.293  |
| 47   | 1/2    | 1.303  |
| 47   | 3/4    | 1.313  |
| 48   | 1/4    | 1.321  |
| 48   | 1/2    | 1.331  |
| 48   | 3/4    | 1.341  |
| 49   | 1/4    | 1.349  |
| 49   | 1/2    | 1.359  |
| 49   | 3/4    | 1.369  |
| 50   | 1/4    | 1.377  |
| 50   | 1/2    | 1.387  |
| 50   | 3/4    | 1.397  |
| 51   | 1/4    | 1.405  |
| 51   | 1/2    | 1.415  |
| 51   | 3/4    | 1.425  |
| 52   | 1/4    | 1.433  |
| 52   | 1/2    | 1.443  |
| 52   | 3/4    | 1.453  |
| 53   | 1/4    | 1.461  |
| 53   | 1/2    | 1.471  |
| 53   | 3/4    | 1.481  |
| 54   | 1/4    | 1.489  |
| 54   | 1/2    | 1.499  |
| 54   | 3/4    | 1.509  |
| 55   | 1/4    | 1.517  |
| 55   | 1/2    | 1.527  |
| 55   | 3/4    | 1.537  |
| 56   | 1/4    | 1.545  |
| 56   | 1/2    | 1.555  |
| 56   | 3/4    | 1.565  |
| 57   | 1/4    | 1.573  |
| 57   | 1/2    | 1.583  |
| 57   | 3/4    | 1.593  |
| 58   | 1/4    | 1.601  |
| 58   | 1/2    | 1.611  |
| 58   | 3/4    | 1.621  |
| 59   | 1/4    | 1.629  |
| 59   | 1/2    | 1.639  |
| 59   | 3/4    | 1.649  |
| 60   | 1/4    | 1.657  |
| 60   | 1/2    | 1.667  |
| 60   | 3/4    | 1.677  |
| 61   | 1/4    | 1.685  |
| 61   | 1/2    | 1.695  |
| 61   | 3/4    | 1.705  |
| 62   | 1/4    | 1.713  |
| 62   | 1/2    | 1.723  |
| 62   | 3/4    | 1.733  |
| 63   | 1/4    | 1.741  |
| 63   | 1/2    | 1.751  |
| 63   | 3/4    | 1.761  |
| 64   | 1/4    | 1.769  |
| 64   | 1/2    | 1.779  |
| 64   | 3/4    | 1.789  |
| 65   | 1/4    | 1.797  |
| 65   | 1/2    | 1.807  |
| 65   | 3/4    | 1.817  |
| 66   | 1/4    | 1.825  |
| 66   | 1/2    | 1.835  |
| 66   | 3/4    | 1.845  |
| 67   | 1/4    | 1.853  |
| 67   | 1/2    | 1.863  |
| 67   | 3/4    | 1.873  |
| 68   | 1/4    | 1.881  |
| 68   | 1/2    | 1.891  |
| 68   | 3/4    | 1.901  |
| 69   | 1/4    | 1.909  |
| 69   | 1/2    | 1.919  |
| 69   | 3/4    | 1.929  |
| 70   | 1/4    | 1.937  |
| 70   | 1/2    | 1.947  |
| 70   | 3/4    | 1.957  |
| 71   | 1/4    | 1.965  |
| 71   | 1/2    | 1.975  |
| 71   | 3/4    | 1.985  |
| 72   | 1/4    | 1.993  |
| 72   | 1/2    | 2.003  |
| 72   | 3/4    | 2.013  |
| 73   | 1/4    | 2.021  |
| 73   | 1/2    | 2.031  |
| 73   | 3/4    | 2.041  |
| 74   | 1/4    | 2.049  |
| 74   | 1/2    | 2.059  |
| 74   | 3/4    | 2.069  |
| 75   | 1/4    | 2.077  |
| 75   | 1/2    | 2.087  |
| 75   | 3/4    | 2.097  |
| 76   | 1/4    | 2.105  |
| 76   | 1/2    | 2.115  |
| 76   | 3/4    | 2.125  |
| 77   | 1/4    | 2.133  |
| 77   | 1/2    | 2.143  |
| 77   | 3/4    | 2.153  |
| 78   | 1/4    | 2.161  |
| 78   | 1/2    | 2.171  |
| 78   | 3/4    | 2.181  |
| 79   | 1/4    | 2.189  |
| 79   | 1/2    | 2.199  |
| 79   | 3/4    | 2.209  |
| 80   | 1/4    | 2.217  |
| 80   | 1/2    | 2.227  |
| 80   | 3/4    | 2.237  |
| 81   | 1/4    | 2.245  |
| 81   | 1/2    | 2.255  |
| 81   | 3/4    | 2.265  |
| 82   | 1/4    | 2.273  |
| 82   | 1/2    | 2.283  |
| 82   | 3/4    | 2.293  |
| 83   | 1/4    | 2.301  |
| 83   | 1/2    | 2.311  |
| 83   | 3/4    | 2.321  |
| 84   | 1/4    | 2.329  |
| 84   | 1/2    | 2.339  |
| 84   | 3/4    | 2.349  |
| 85   | 1/4    | 2.357  |
| 85   | 1/2    | 2.367  |
| 85   | 3/4    | 2.377  |
| 86   | 1/4    | 2.385  |
| 86   | 1/2    | 2.395  |
| 86   | 3/4    | 2.405  |
| 87   | 1/4    | 2.413  |
| 87   | 1/2    | 2.423  |
| 87   | 3/4    | 2.433  |
| 88   | 1/4    | 2.441  |
| 88   | 1/2    | 2.451  |
| 88   | 3/4    | 2.461  |
| 89   | 1/4    | 2.469  |
| 89   | 1/2    | 2.479  |
| 89   | 3/4    | 2.489  |
| 90   | 1/4    | 2.497  |
| 90   | 1/2    | 2.507  |
| 90   | 3/4    | 2.517  |
| 91   | 1/4    | 2.525  |
| 91   | 1/2    | 2.535  |
| 91   | 3/4    | 2.545  |
| 92   | 1/4    | 2.553  |
| 92   | 1/2    | 2.563  |
| 92   | 3/4    | 2.573  |
| 93   | 1/4    | 2.581  |
| 93   | 1/2    | 2.591  |
| 93   | 3/4    | 2.601  |
| 94   | 1/4    | 2.609  |
| 94   | 1/2    | 2.619  |
| 94   | 3/4    | 2.629  |
| 95   | 1/4    | 2.637  |
| 95   | 1/2    | 2.647  |
| 95   | 3/4    | 2.657  |
| 96   | 1/4    | 2.665  |
| 96   | 1/2    | 2.675  |
| 96   | 3/4    | 2.685  |
| 97   | 1/4    | 2.693  |
| 97   | 1/2    | 2.703  |
| 97   | 3/4    | 2.713  |
| 98   | 1/4    | 2.721  |
| 98   | 1/2    | 2.731  |
| 98   | 3/4    | 2.741  |
| 99   | 1/4    | 2.749  |
| 99   | 1/2    | 2.759  |
| 99   | 3/4    | 2.769  |
| 100  | 1/4    | 2.777  |
| 100  | 1/2    | 2.787  |
| 100  | 3/4    | 2.797  |

# PLAN

DP 447899 (E)

Approved

for Registrar General

Cat. N°

D.M.R. Plan N° 53<sup>A</sup>

2 Plans A - B

in accordance with the provisions of the Main Roads Act 1924-1951  
with the proposed widening of part of Condamine Street

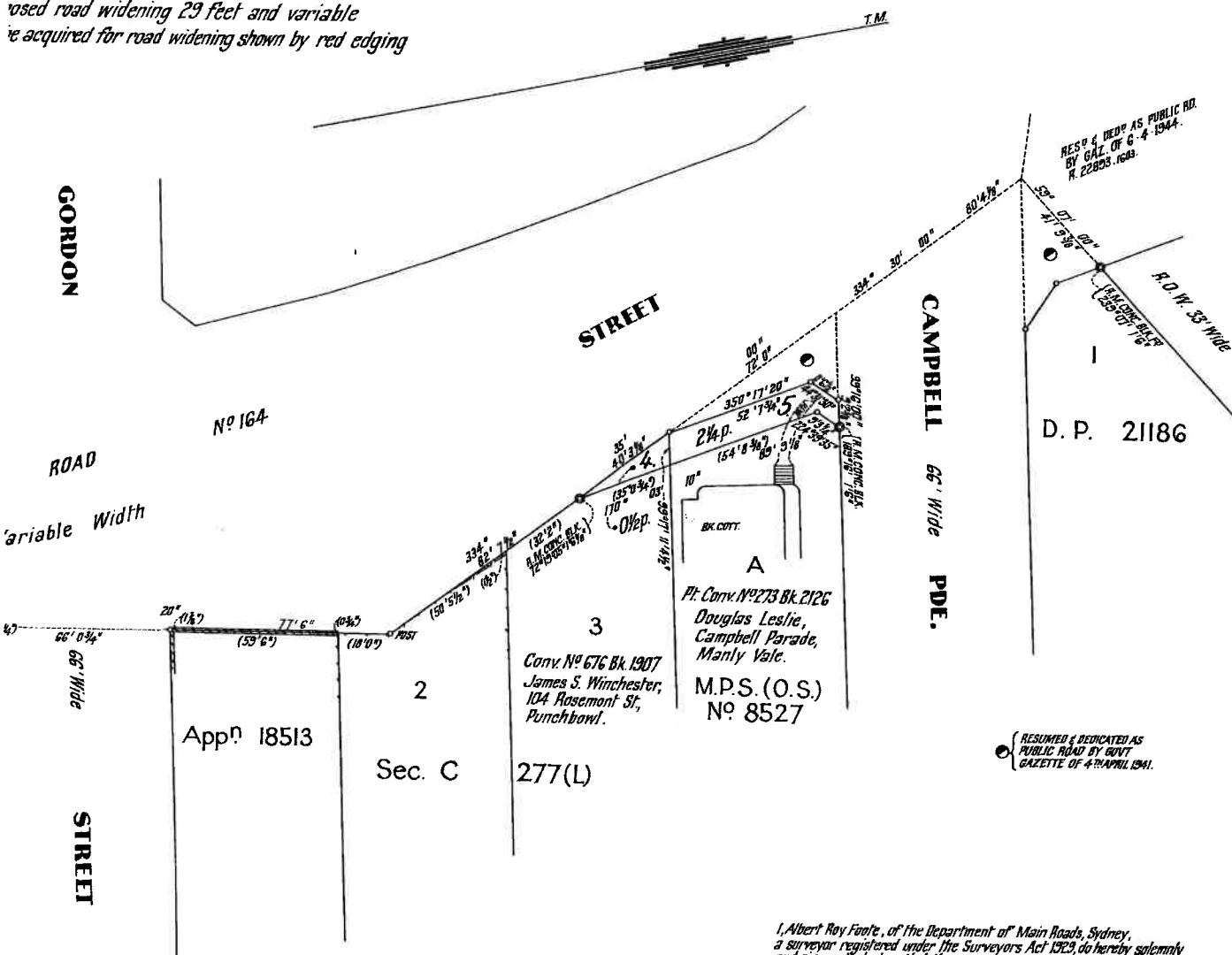
MAIN ROAD N°164

in the County of Cumberland

Scale: 40 feet to an inch

proposed road widening 29 feet and variable

to be acquired for road widening shown by red edging



D. P. 21186

(RESUMED & DEDICATED AS  
PUBLIC ROAD BY GOVT  
GAZETTE OF 4-11-1961 1341)

I, Albert Roy Foote, of the Department of Main Roads, Sydney,  
a surveyor registered under the Surveyors Act 1929 do hereby solemnly  
and sincerely declare that the survey represented in this plan has been  
made in accordance with the Survey Practice Regulations 1933, by me, and  
was completed on 7th October, 1953, and is correct. Reference marks  
have been placed as shown hereon.  
And I make this solemn declaration, conscientiously believing the same  
to be true, and by virtue of the provisions of the Oaths Act, 1907.

Subscribed and declared before me at Sydney  
this 9th day of December, 1953.

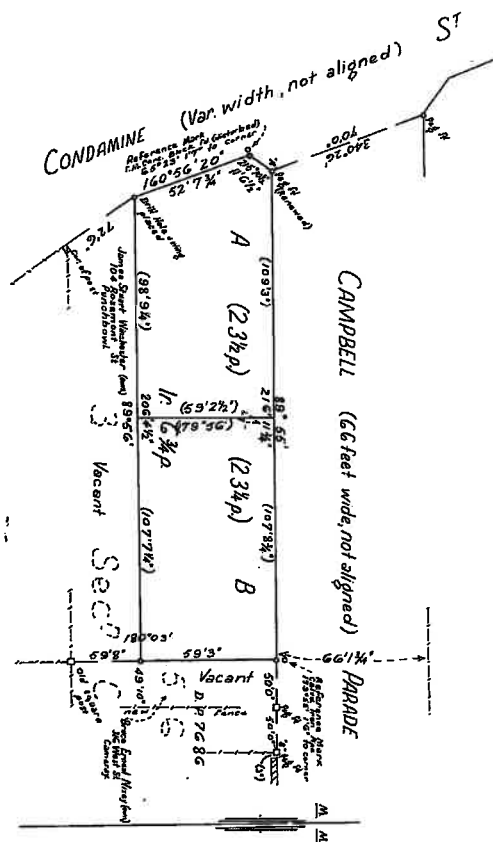
*James J. P.*  
J.P.

*A. Foote*  
Surveyor registered under the Surveyors Act, 1929.

Cat. N° 164 S 290

C.A. N<sup>o</sup>. 2435 of 28-4-50  
 PLEASE DO NOT FOLD OR CHANGE THIS PLAN.

*Shire of Warringham*



Subscribed and declared before a magistral court, this 10th day of May, 1900.  
*W.D. Broadbent*  
 Justice of the Peace for the County of Devon

1. George Richard Davies, Registrar General for New South Wales, certify that this is a true and correct copy of the original as deposited with him on the 10th day of May, 1900.

Shire of Warringham

part of  
 of Lot 4, Sea C. Gordon Heights Estate  
 Parish of Manly Cove County of Cumberland

Scale: 30 feet to an inch.

M.P.S.(0-5) 8527

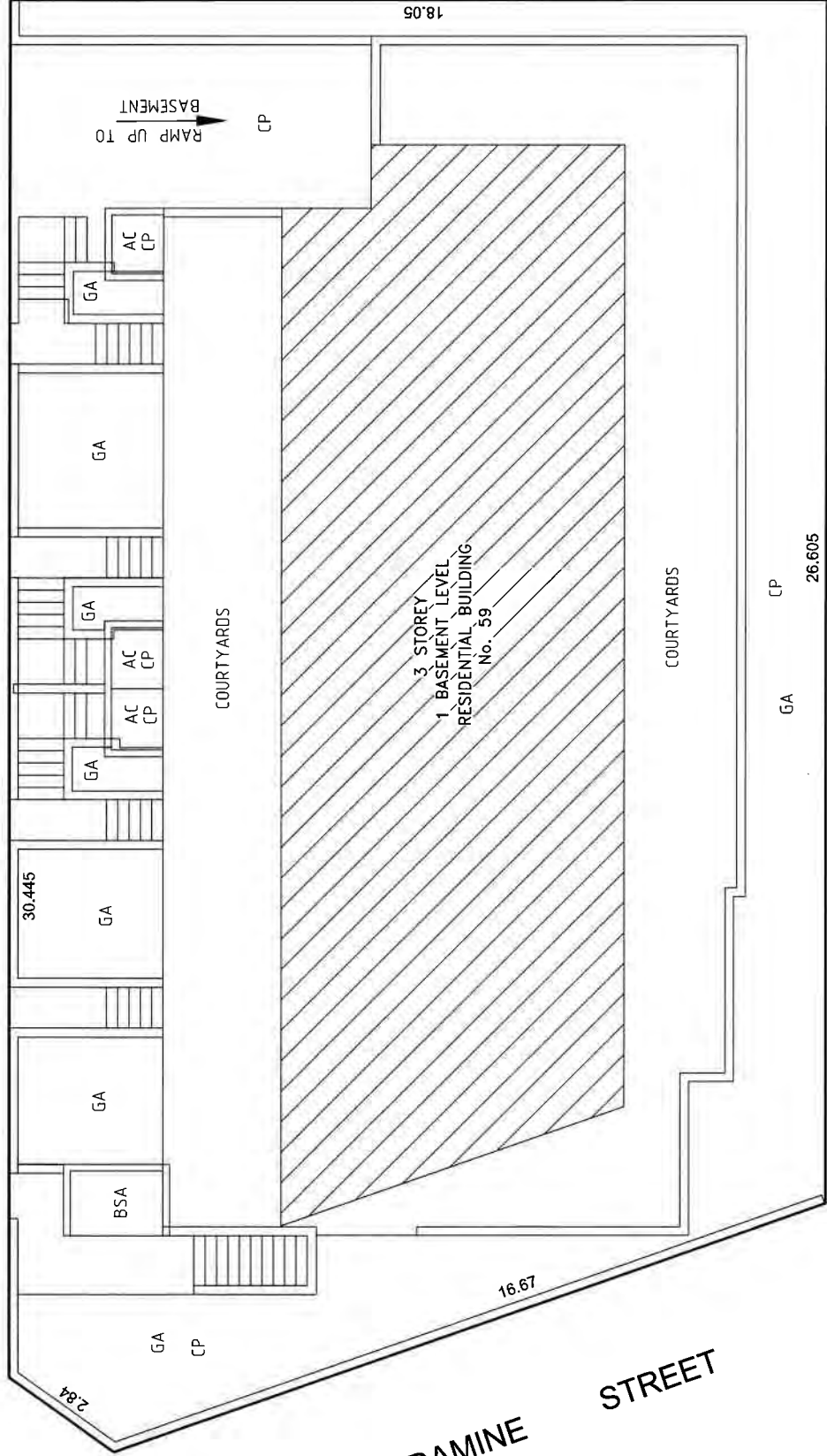
F.P. 158527

F46566

|                                                                                   |        |          |
|-----------------------------------------------------------------------------------|--------|----------|
| UNIVERSITY TABLE IN<br>CONVERSION OF LENGTHS<br>DEPARTMENT OF LANDS<br>AND SURVEY |        | 2 18.852 |
| FEET                                                                              | INCHES | METRES   |
| 1                                                                                 | 3      | 0.076    |
| 1                                                                                 | 7      | 0.178    |
| 1                                                                                 | 10     | 0.305    |
| 1                                                                                 | 12     | 0.427    |
| 1                                                                                 | 15     | 0.549    |
| 1                                                                                 | 18     | 0.673    |
| 1                                                                                 | 21     | 0.793    |
| 1                                                                                 | 24     | 0.914    |
| 1                                                                                 | 27     | 1.036    |
| 1                                                                                 | 30     | 1.158    |
| 1                                                                                 | 33     | 1.280    |
| 1                                                                                 | 36     | 1.402    |
| 1                                                                                 | 39     | 1.524    |
| 1                                                                                 | 42     | 1.646    |
| 1                                                                                 | 45     | 1.768    |
| 1                                                                                 | 48     | 1.890    |
| 1                                                                                 | 51     | 2.012    |
| 1                                                                                 | 54     | 2.134    |
| 1                                                                                 | 57     | 2.256    |
| 1                                                                                 | 60     | 2.378    |
| 1                                                                                 | 63     | 2.500    |
| 1                                                                                 | 66     | 2.622    |
| 1                                                                                 | 69     | 2.744    |
| 1                                                                                 | 72     | 2.866    |
| 1                                                                                 | 75     | 2.988    |
| 1                                                                                 | 78     | 3.110    |
| 1                                                                                 | 81     | 3.232    |
| 1                                                                                 | 84     | 3.354    |
| 1                                                                                 | 87     | 3.476    |
| 1                                                                                 | 90     | 3.598    |
| 1                                                                                 | 93     | 3.720    |
| 1                                                                                 | 96     | 3.842    |
| 1                                                                                 | 99     | 3.964    |
| 1                                                                                 | 102    | 4.086    |
| 1                                                                                 | 105    | 4.208    |
| 1                                                                                 | 108    | 4.330    |
| 1                                                                                 | 111    | 4.452    |
| 1                                                                                 | 114    | 4.574    |
| 1                                                                                 | 117    | 4.696    |
| 1                                                                                 | 120    | 4.818    |
| 1                                                                                 | 123    | 4.940    |
| 1                                                                                 | 126    | 5.062    |
| 1                                                                                 | 129    | 5.184    |
| 1                                                                                 | 132    | 5.306    |
| 1                                                                                 | 135    | 5.428    |
| 1                                                                                 | 138    | 5.550    |
| 1                                                                                 | 141    | 5.672    |
| 1                                                                                 | 144    | 5.794    |
| 1                                                                                 | 147    | 5.916    |
| 1                                                                                 | 150    | 6.038    |
| 1                                                                                 | 153    | 6.160    |
| 1                                                                                 | 156    | 6.282    |
| 1                                                                                 | 159    | 6.404    |
| 1                                                                                 | 162    | 6.526    |
| 1                                                                                 | 165    | 6.648    |
| 1                                                                                 | 168    | 6.770    |
| 1                                                                                 | 171    | 6.892    |
| 1                                                                                 | 174    | 7.014    |
| 1                                                                                 | 177    | 7.136    |
| 1                                                                                 | 180    | 7.258    |
| 1                                                                                 | 183    | 7.380    |
| 1                                                                                 | 186    | 7.502    |
| 1                                                                                 | 189    | 7.624    |
| 1                                                                                 | 192    | 7.746    |
| 1                                                                                 | 195    | 7.868    |
| 1                                                                                 | 198    | 7.990    |
| 1                                                                                 | 201    | 8.112    |
| 1                                                                                 | 204    | 8.234    |
| 1                                                                                 | 207    | 8.356    |
| 1                                                                                 | 210    | 8.478    |
| 1                                                                                 | 213    | 8.600    |
| 1                                                                                 | 216    | 8.722    |
| 1                                                                                 | 219    | 8.844    |
| 1                                                                                 | 222    | 8.966    |
| 1                                                                                 | 225    | 9.088    |
| 1                                                                                 | 228    | 9.210    |
| 1                                                                                 | 231    | 9.332    |
| 1                                                                                 | 234    | 9.454    |
| 1                                                                                 | 237    | 9.576    |
| 1                                                                                 | 240    | 9.698    |
| 1                                                                                 | 243    | 9.820    |
| 1                                                                                 | 246    | 9.942    |
| 1                                                                                 | 249    | 10.064   |
| 1                                                                                 | 252    | 10.186   |
| 1                                                                                 | 255    | 10.308   |
| 1                                                                                 | 258    | 10.430   |
| 1                                                                                 | 261    | 10.552   |
| 1                                                                                 | 264    | 10.674   |
| 1                                                                                 | 267    | 10.796   |
| 1                                                                                 | 270    | 10.918   |
| 1                                                                                 | 273    | 11.040   |
| 1                                                                                 | 276    | 11.162   |
| 1                                                                                 | 279    | 11.284   |
| 1                                                                                 | 282    | 11.406   |
| 1                                                                                 | 285    | 11.528   |
| 1                                                                                 | 288    | 11.650   |
| 1                                                                                 | 291    | 11.772   |
| 1                                                                                 | 294    | 11.894   |
| 1                                                                                 | 297    | 12.016   |
| 1                                                                                 | 300    | 12.138   |
| 1                                                                                 | 303    | 12.260   |
| 1                                                                                 | 306    | 12.382   |
| 1                                                                                 | 309    | 12.504   |
| 1                                                                                 | 312    | 12.626   |
| 1                                                                                 | 315    | 12.748   |
| 1                                                                                 | 318    | 12.870   |
| 1                                                                                 | 321    | 12.992   |
| 1                                                                                 | 324    | 13.114   |
| 1                                                                                 | 327    | 13.236   |
| 1                                                                                 | 330    | 13.358   |
| 1                                                                                 | 333    | 13.480   |
| 1                                                                                 | 336    | 13.602   |
| 1                                                                                 | 339    | 13.724   |
| 1                                                                                 | 342    | 13.846   |
| 1                                                                                 | 345    | 13.968   |
| 1                                                                                 | 348    | 14.090   |
| 1                                                                                 | 351    | 14.212   |
| 1                                                                                 | 354    | 14.334   |
| 1                                                                                 | 357    | 14.456   |
| 1                                                                                 | 360    | 14.578   |
| 1                                                                                 | 363    | 14.700   |
| 1                                                                                 | 366    | 14.822   |
| 1                                                                                 | 369    | 14.944   |
| 1                                                                                 | 372    | 15.066   |
| 1                                                                                 | 375    | 15.188   |
| 1                                                                                 | 378    | 15.310   |
| 1                                                                                 | 381    | 15.432   |
| 1                                                                                 | 384    | 15.554   |
| 1                                                                                 | 387    | 15.676   |
| 1                                                                                 | 390    | 15.798   |
| 1                                                                                 | 393    | 15.920   |
| 1                                                                                 | 396    | 16.042   |
| 1                                                                                 | 399    | 16.164   |
| 1                                                                                 | 402    | 16.286   |
| 1                                                                                 | 405    | 16.408   |
| 1                                                                                 | 408    | 16.530   |
| 1                                                                                 | 411    | 16.652   |
| 1                                                                                 | 414    | 16.774   |
| 1                                                                                 | 417    | 16.896   |
| 1                                                                                 | 420    | 17.018   |
| 1                                                                                 | 423    | 17.140   |
| 1                                                                                 | 426    | 17.262   |
| 1                                                                                 | 429    | 17.384   |
| 1                                                                                 | 432    | 17.506   |
| 1                                                                                 | 435    | 17.628   |
| 1                                                                                 | 438    | 17.750   |
| 1                                                                                 | 441    | 17.872   |
| 1                                                                                 | 444    | 17.994   |
| 1                                                                                 | 447    | 18.116   |
| 1                                                                                 | 450    | 18.238   |
| 1                                                                                 | 453    | 18.360   |
| 1                                                                                 | 456    | 18.482   |
| 1                                                                                 | 459    | 18.604   |
| 1                                                                                 | 462    | 18.726   |
| 1                                                                                 | 465    | 18.848   |
| 1                                                                                 | 468    | 18.970   |
| 1                                                                                 | 471    | 19.092   |
| 1                                                                                 | 474    | 19.214   |
| 1                                                                                 | 477    | 19.336   |
| 1                                                                                 | 480    | 19.458   |
| 1                                                                                 | 483    | 19.580   |
| 1                                                                                 | 486    | 19.702   |
| 1                                                                                 | 489    | 19.824   |
| 1                                                                                 | 492    | 19.946   |
| 1                                                                                 | 495    | 20.068   |
| 1                                                                                 | 498    | 20.190   |
| 1                                                                                 | 501    | 20.312   |
| 1                                                                                 | 504    | 20.434   |
| 1                                                                                 | 507    | 20.556   |
| 1                                                                                 | 510    | 20.678   |
| 1                                                                                 | 513    | 20.800   |
| 1                                                                                 | 516    | 20.922   |
| 1                                                                                 | 519    | 21.044   |
| 1                                                                                 | 522    | 21.166   |
| 1                                                                                 | 525    | 21.288   |
| 1                                                                                 | 528    | 21.410   |
| 1                                                                                 | 531    | 21.532   |
| 1                                                                                 | 534    | 21.654   |
| 1                                                                                 | 537    | 21.776   |
| 1                                                                                 | 540    | 21.898   |
| 1                                                                                 | 543    | 22.020   |
| 1                                                                                 | 546    | 22.142   |
| 1                                                                                 | 549    | 22.264   |
| 1                                                                                 | 552    | 22.386   |
| 1                                                                                 | 555    | 22.508   |
| 1                                                                                 | 558    | 22.630   |
| 1                                                                                 | 561    | 22.752   |
| 1                                                                                 | 564    | 22.874   |
| 1                                                                                 | 567    | 22.996   |
| 1                                                                                 | 570    | 23.118   |
| 1                                                                                 | 573    | 23.240   |
| 1                                                                                 | 576    | 23.362   |
| 1                                                                                 | 579    | 23.484   |
| 1                                                                                 | 582    | 23.606   |
| 1                                                                                 | 585    | 23.728   |
| 1                                                                                 | 588    | 23.850   |
| 1                                                                                 | 591    | 23.972   |
| 1                                                                                 | 594    | 24.094   |
| 1                                                                                 | 597    | 24.216   |
| 1                                                                                 | 600    | 24.338   |
| 1                                                                                 | 603    | 24.460   |
| 1                                                                                 | 606    | 24.582   |
| 1                                                                                 | 609    | 24.704   |
| 1                                                                                 | 612    | 24.826   |
| 1                                                                                 | 615    | 24.948   |
| 1                                                                                 | 618    | 25.070   |
| 1                                                                                 | 621    | 25.192   |
| 1                                                                                 | 624    | 25.314   |
| 1                                                                                 | 627    | 25.436   |
| 1                                                                                 | 630    | 25.558   |
| 1                                                                                 | 633    | 25.680   |
| 1                                                                                 | 636    | 25.802   |
| 1                                                                                 | 639    | 25.924   |
| 1                                                                                 | 642    | 26.046   |
| 1                                                                                 | 645    | 26.168   |
| 1                                                                                 | 648    | 26.290   |
| 1                                                                                 | 651    | 26.412   |
| 1                                                                                 | 654    | 26.534   |
| 1                                                                                 | 657    | 26.656   |
| 1                                                                                 | 660    | 26.778   |
| 1                                                                                 | 663    | 26.900   |
| 1                                                                                 | 666    | 27.022   |
| 1                                                                                 | 669    | 27.144   |
| 1                                                                                 | 672    | 27.266   |
| 1                                                                                 | 675    | 27.388   |
| 1                                                                                 | 678    | 27.510   |
| 1                                                                                 | 681    | 27.632   |
| 1                                                                                 | 684    | 27.754   |
| 1                                                                                 | 687    | 27.876   |
| 1                                                                                 | 690    | 27.998   |
| 1                                                                                 | 693    | 28.120   |
| 1                                                                                 | 696    | 28.242   |
| 1                                                                                 | 699    | 28.364   |
| 1                                                                                 | 702    | 28.486   |
| 1                                                                                 | 705    | 28.608   |
| 1                                                                                 | 708    | 28.730   |
| 1                                                                                 | 711    | 28.852   |
| 1                                                                                 | 714    | 28.974   |
| 1                                                                                 | 717    | 29.096   |
| 1                                                                                 | 720    | 29.218   |
| 1                                                                                 | 723    | 29.340   |
| 1                                                                                 | 726    | 29.462   |
| 1                                                                                 | 729    | 29.584   |
| 1                                                                                 | 732    | 29.706   |
| 1                                                                                 | 735    | 29.828   |
| 1                                                                                 | 738    | 29.950   |
| 1                                                                                 | 741    | 30.072   |
| 1                                                                                 | 744    | 30.194   |
| 1                                                                                 | 747    | 30.316   |
| 1                                                                                 | 750    | 30.438   |
| 1                                                                                 | 753    | 30.560   |
| 1                                                                                 | 756    | 30.682   |
| 1                                                                                 | 759    | 30.804   |
| 1                                                                                 | 762    | 30.926   |
| 1                                                                                 | 765    | 31.048   |
| 1                                                                                 | 768    | 31.170   |
| 1                                                                                 | 771    | 31.292   |
| 1                                                                                 | 774    | 31.414   |
| 1                                                                                 | 777    | 31.536   |
| 1                                                                                 | 780    | 31.658   |
| 1                                                                                 | 783    | 31.780   |
| 1                                                                                 | 786    | 31.902   |
| 1                                                                                 | 789    | 32.024   |
| 1                                                                                 | 792    | 32.146   |
| 1                                                                                 | 795    | 32.268   |
| 1                                                                                 | 798    | 32.390   |
| 1                                                                                 | 801    | 32.512   |
| 1                                                                                 | 804    | 32.634   |
| 1                                                                                 | 807    | 32.756   |
| 1                                                                                 | 810    | 32.878   |
| 1                                                                                 | 813    | 33.000   |
| 1                                                                                 | 816    | 33.122   |
| 1                                                                                 | 819    | 33.244   |
| 1                                                                                 | 822    | 33.366   |
| 1                                                                                 | 825    | 33.488   |
| 1                                                                                 | 828    | 33.610   |
| 1                                                                                 | 831    | 33.732   |
| 1                                                                                 | 834    | 33.854   |
| 1                                                                                 | 837    | 33.976   |
| 1                                                                                 | 840    | 34.098   |
| 1                                                                                 | 843    | 34.220   |
| 1                                                                                 | 846    | 34.342   |
| 1                                                                                 | 849    | 34.464   |
| 1                                                                                 | 852    | 34.586   |
| 1                                                                                 | 855    | 34.708   |
| 1                                                                                 | 858    | 34.830   |
| 1                                                                                 | 861    | 34.952   |
| 1                                                                                 | 864    | 35.074   |
| 1                                                                                 | 867    | 35.196   |
| 1                                                                                 | 870    | 35.318   |
| 1                                                                                 | 873    | 35.440   |
| 1                                                                                 | 876    | 35.562   |
| 1                                                                                 | 879    | 35.684   |
| 1                                                                                 | 882    | 35.806   |
| 1                                                                                 | 885    | 35.928   |
| 1                                                                                 | 888    | 36.050   |
| 1                                                                                 | 891    | 36.172   |
| 1                                                                                 | 894    | 36.294   |
| 1                                                                                 | 897    | 36.416   |
| 1                                                                                 | 900    | 36.538   |
| 1                                                                                 | 903    | 36.660   |
| 1                                                                                 | 906    | 36.782   |
| 1                                                                                 | 909    | 36.904   |
| 1                                                                                 | 912    | 37.026   |
| 1                                                                                 | 915    | 37.148   |
| 1                                                                                 | 918    | 37.270   |
| 1                                                                                 | 921    | 37.392   |
| 1                                                                                 | 924    | 37.514   |
| 1                                                                                 | 927    | 37.636   |
| 1                                                                                 | 930    | 37.758   |
| 1                                                                                 | 933    | 37.880   |
| 1                                                                                 | 936    | 38.002   |
| 1                                                                                 | 939    | 38.124   |
| 1                                                                                 | 942    | 38.246   |
| 1                                                                                 | 945    | 38.368   |
| 1                                                                                 | 948    | 38.490   |
| 1                                                                                 | 951    | 38.612   |
| 1                                                                                 | 954    | 38.734   |
| 1                                                                                 | 957    | 38.856   |
| 1                                                                                 | 960    | 38.978   |
| 1                                                                                 | 963    | 39.100   |
| 1                                                                                 | 966    | 39.222   |
| 1                                                                                 | 969    | 39.344   |
| 1                                                                                 | 972    | 39.466   |
| 1                                                                                 | 975    | 39.588   |
| 1                                                                                 | 978    | 39.710   |
| 1                                                                                 | 981    | 39.832   |
| 1                                                                                 | 984    | 39.954   |
| 1                                                                                 | 987    | 40.076   |
| 1                                                                                 | 990    | 40.198   |
| 1                                                                                 | 993    | 40.320   |
| 1                                                                                 | 996    | 40.442   |
| 1                                                                                 | 999    | 40.564   |
| 1                                                                                 | 1002   | 40.686   |
| 1                                                                                 | 1005   | 40.808   |
| 1                                                                                 | 1008   | 40.930   |
| 1                                                                                 | 1011   | 41.052   |
| 1                                                                                 | 1014   | 41.174   |
| 1                                                                                 | 1017   | 41.296   |
| 1                                                                                 | 1020   | 41.418   |
| 1                                                                                 | 1023   | 41.540   |
| 1                                                                                 | 1026   | 41.662   |
| 1                                                                                 | 1029   | 41.784   |
| 1                                                                                 | 1032   | 41.906   |
| 1                                                                                 | 1035   | 42.028   |
| 1                                                                                 | 1038   | 42.150   |
| 1                                                                                 | 1041   | 42.272   |
| 1                                                                                 | 1044   | 42.394   |
| 1                                                                                 | 1047   | 42.516   |
| 1                                                                                 | 1050   | 42.638   |
| 1                                                                                 | 1053   | 42.760   |
| 1                                                                                 | 1056   | 42.882   |
| 1                                                                                 | 1059   | 43.004   |
| 1                                                                                 | 1062   | 43.126   |
| 1                                                                                 | 1065   | 43.248   |
| 1                                                                                 | 1068   | 43.370   |
| 1                                                                                 | 1071   | 43.492   |
| 1                                                                                 | 1074   | 43.614   |
| 1                                                                                 | 1077   | 43.736   |
| 1                                                                                 | 1080   | 43.858   |
| 1                                                                                 | 1083   | 43.980   |
| 1                                                                                 | 1086   | 44.102   |
| 1                                                                                 | 1089   | 44.224   |
| 1                                                                                 | 1092   | 44.346   |
| 1                                                                                 | 1095   | 44.468   |
| 1                                                                                 | 1098   | 44.590   |
| 1                                                                                 | 1101   | 44.712   |
| 1                                                                                 | 1104   | 44.834   |
| 1                                                                                 | 1107   | 44.956   |
| 1                                                                                 | 1110   | 45.078   |
| 1                                                                                 | 1113   | 45.200   |
| 1                                                                                 | 1116   | 45.322   |
| 1                                                                                 | 1119   | 45.444   |
| 1                                                                                 | 1122   | 45.566   |
| 1                                                                                 | 1125   | 45.688   |
| 1                                                                                 | 1128   | 45.810   |
| 1                                                                                 | 1131   | 45.932   |
| 1                                                                                 | 1134   | 46.054   |
| 1                                                                                 | 1137   | 46.176   |
| 1                                                                                 | 1140   | 46.298   |
| 1                                                                                 | 1143   | 46.420   |
| 1                                                                                 | 1146   | 46.542   |
| 1                                                                                 | 1149   | 46.664   |
| 1                                                                                 | 1152   | 46.786   |
| 1                                                                                 | 1155   | 46.908   |
| 1                                                                                 | 1158   | 47.030   |
| 1                                                                                 | 1161   | 47.152   |
| 1                                                                                 | 1164   | 47.274   |
| 1                                                                                 | 1167   | 47.396   |
| 1                                                                                 | 1170   | 47.518   |
| 1                                                                                 | 1173   | 47.640   |
| 1                                                                                 | 1176   | 47.762   |
| 1                                                                                 | 1179   | 47.884   |
| 1                                                                                 | 1182   | 48.006   |
| 1                                                                                 | 1185   | 48.128   |
| 1                                                                                 | 1188   | 48.250   |
| 1                                                                                 | 1191   | 48.372   |
| 1                                                                                 | 1194   | 48.494   |
| 1                                                                                 | 1197   | 48.616   |
| 1                                                                                 | 1200   | 48.738   |
| 1                                                                                 | 1203   | 48.860   |
| 1                                                                                 | 1206   | 48.982   |
| 1                                                                                 | 1209   | 49.104   |
| 1                                                                                 | 1212   | 49.226   |
| 1                                                                                 | 1215   | 49.348   |
| 1                                                                                 | 1218   | 49.470   |
| 1                                                                                 | 1221   | 49.592   |
| 1                                                                                 | 1224   | 49.714   |
| 1                                                                                 | 1227   | 49.836   |
| 1                                                                                 | 1230   | 49.958   |
| 1                                                                                 | 1233   | 50.080   |
| 1                                                                                 | 1236   | 50.202   |
| 1                                                                                 | 1239   | 50.324   |
| 1                                                                                 | 1242   | 50.446   |
| 1                                                                                 | 1245   | 50.568   |
| 1                                                                                 | 1248   | 50.690   |
| 1                                                                                 | 1251   | 50.812   |
| 1                                                                                 | 1254   | 50.934   |
| 1                                                                                 | 1257   | 51.056   |
| 1                                                                                 | 1260   | 51.178   |
| 1                                                                                 | 1263   | 51.300   |
| 1                                                                                 | 1266   | 51.422   |
| 1                                                                                 | 1269   | 51.544   |
| 1                                                                                 | 1272   | 51.666   |
| 1                                                                                 | 1275   | 51.788   |
| 1</                                                                               |        |          |

LOCATION

CAMPBELL PARADE



00000000

NOTES:

DRAFT STRATA PLAN ONLY PREPARED BY SCALING FROM ARCHITECTURAL PLANS:  
DRAWN BY RAY FITZ-GIBSON ARCHITECTS, PROJECT No. J140, DWG Nos. CC004-CC007,  
REV A, DATED 31 AUG 2015

PINNACLE LAND SURVEYORS WILL NOT ACCEPT LIABILITY FOR INFORMATION SHOWN  
HEREON UNTIL REGISTRATION AT LAND AND PROPERTY INFORMATION

FINAL AREAS WHEN MEASURED MAY NOT NECESSARILY BE WITHIN 5% OF THESE SHOWN.  
THIS PLAN SHOULD NOT BE USED FOR PRE EXAMINATION AT LPI

ANY SERVICE SERVING ONE LOT WITHIN ANOTHER LOT IS COMMON PROPERTY  
AREAS ARE APPROXIMATE

SP54493

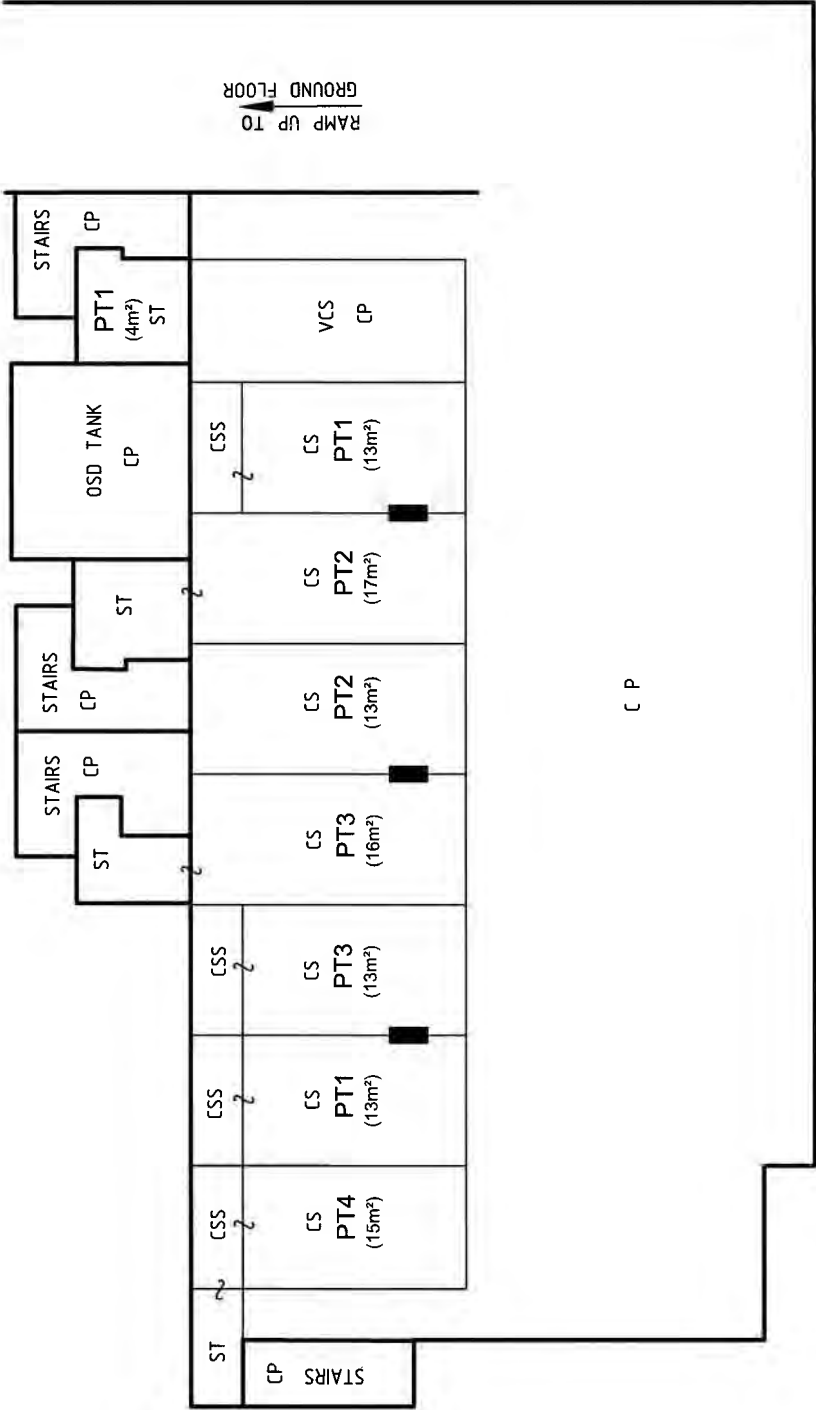
- CP DENOTES COMMON PROPERTY
- AC DENOTES AIR CONDITIONING
- GA DENOTES GARDEN AREA
- BSA DENOTES BIN STORAGE AREA (CP)

Surveyor: AARON FLEURY  
Surveyor's Ref: 1205 DSP  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1:150

Registered

DRAFT STRATA  
ISSUE C 27/07/2018

BASEMENT



NOTES:

DRAFT STRATA PLAN ONLY PREPARED BY SCALING FROM ARCHITECTURAL PLANS:  
DRAWN BY RAY FITZ-GIBBON ARCHITECTS, PROJECT No. J140, DWG Nos. CC004-CC007,  
REV A, DATED 31 AUG 2015

PINNACLE LAND SURVEYORS WILL NOT ACCEPT LIABILITY FOR INFORMATION SHOWN  
HEREON UNTIL REGISTRATION AT LAND AND PROPERTY INFORMATION

FINAL AREAS WHEN MEASURED MAY NOT NECESSARILY BE WITHIN 5% OF THESE SHOWN.  
THIS PLAN SHOULD NOT BE USED FOR PRE EXAMINATION AT LPI

ANY SERVICE SERVING ONE LOT WITHIN ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE

|             |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |
|-------------|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 0           | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
| Table of mm |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |

- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- VCS DENOTES VISITOR CAR SPACE
- CSS DENOTES CAR SPACE WITH STORAGE OVER
- ST DENOTES STORAGE

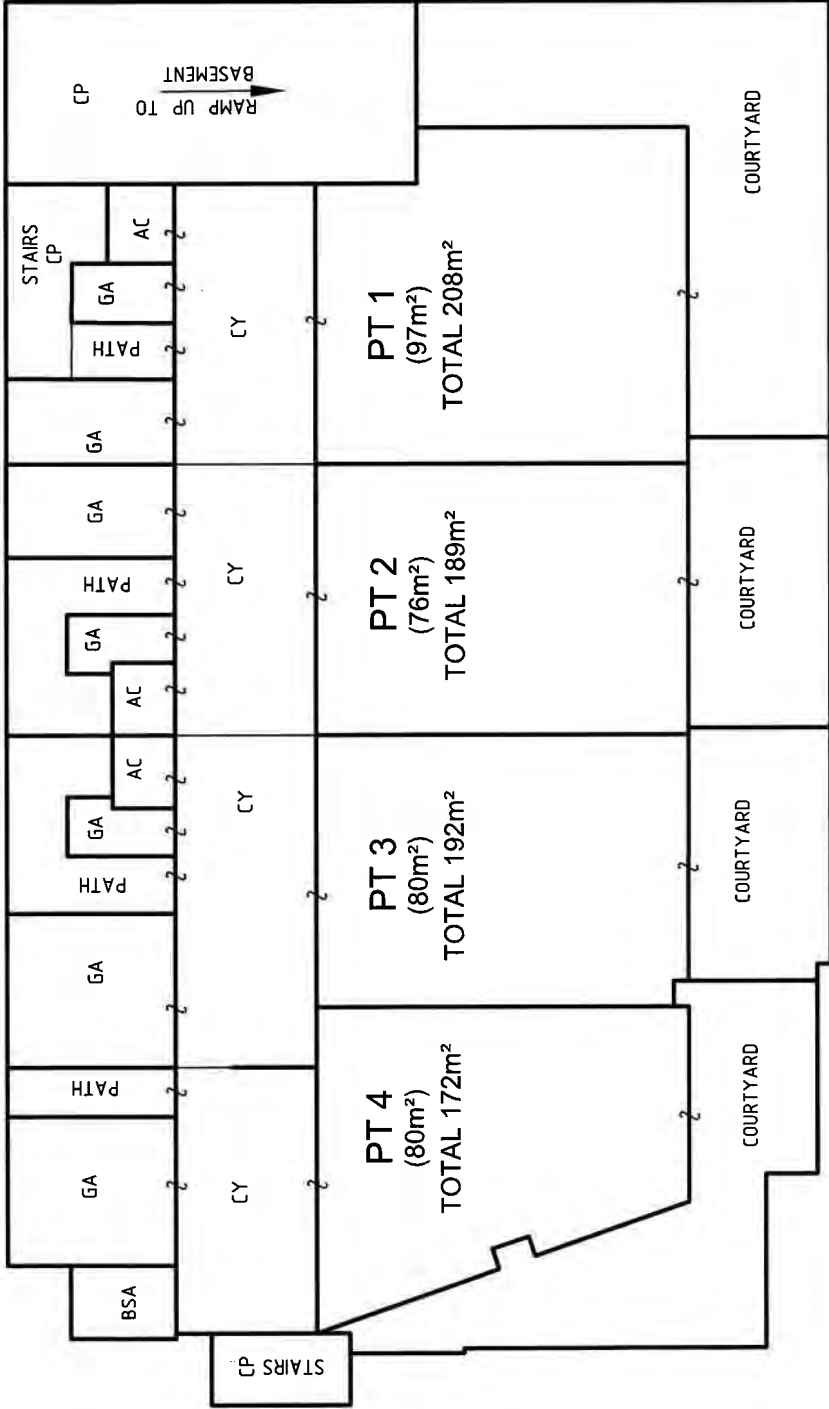
Registered

Surveyor: AARON FLEURY  
Surveyor's Ref: 1281 DSP  
Subdivision No:

Lengths are in metres. Reduction Ratio 1:100

DRAFT STRATA  
ISSUE C 27/07/2018

GROUND



THE STRATUM OF THE COURTYARDS, GARDEN AREAS, PATH AND AC ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR CONCRETE HARDBASE EXCEPT WHERE COVERED AND LIMITED IN DEPTH TO 1 BELOW THE FLOOR LEVEL OF THEIR RESPECTIVE UNITS GROUND FLOOR LEVEL EXCEPT WHERE HARDBASE EXISTS WITHIN THIS LIMIT

CP DENOTES COMMON PROPERTY  
ST DENOTES STORAGE  
GA DENOTES GARDEN AREA  
BSA DENOTES BIN STORAGE AREA (CP)  
CY DENOTES COURTYARD  
AC DENOTES AIR CONDITIONING

NOTES:

DRAFT STRATA PLAN ONLY PREPARED BY SCALING FROM ARCHITECTURAL PLANS:  
DRAWN BY RAY FITZ-GIBBON ARCHITECTS, PROJECT No. J140, DWG Nos. CC004-CC007,  
REV A, DATED 31 AUG 2015

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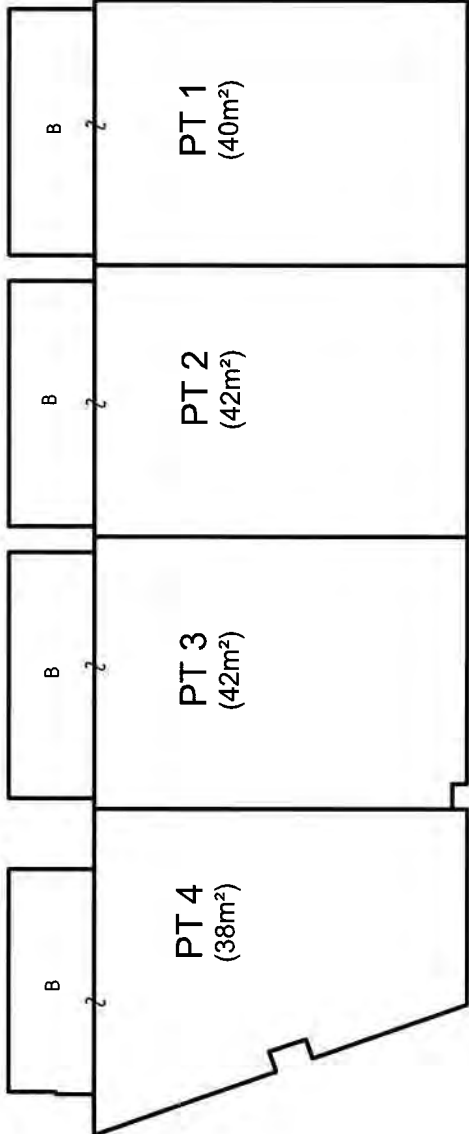
AREAS ARE APPROXIMATE

Surveyor: AARON FLEURY  
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Registered

DRAFT STRATA  
ISSUE C 27/07/2018

FIRST FLOOR



CP DENOTES COMMON PROPERTY  
B DENOTES BALCONY

NOTES:

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REV A, DATED 31 AUG 2015

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ANY SERVICE SERVING ONE LOT WITHIN ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE

|   |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |
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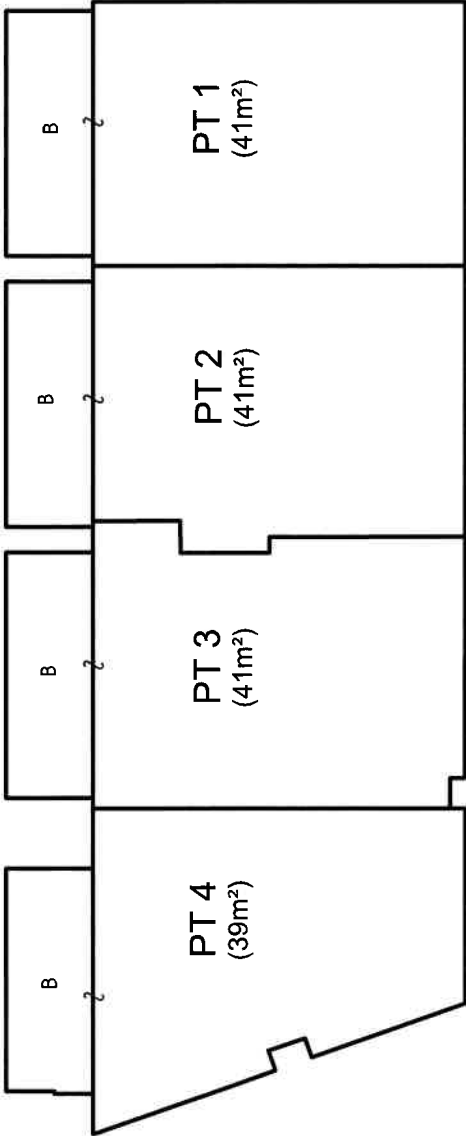
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER  
SURFACE OF THEIR CONCRETE HARDBASE EXCEPT WHERE COVERED

Surveyor: AARON FLEURY  
Surveyor's Ref: 1281 DSP  
Subdivision No:  
Lengths are in metres. Reduction Ratio 1:100

Registered

DRAFT STRATA  
ISSUE C 27/07/2018

SECOND FLOOR



CP DENOTES COMMON PROPERTY  
B DENOTES BALCONY

NOTES:

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Registered

DRAFT STRATA  
ISSUE C 27/07/2018

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## 1 Vehicles

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

## 2 Changes to common property

---

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

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### **3 Damage to lawns and plants on common property**

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

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

### **4 Obstruction of common property**

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

### **5 Keeping of animals**

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

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## **6 Noise**

---

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

## **7 Behaviour of owners, occupiers and invitees**

---

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

## **8 Children playing on common property**

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

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## 9 Smoke penetration

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- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

## 10 Preservation of fire safety

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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.

## 11 Storage of inflammable liquids and other substances and materials

---

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

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## 12 Appearance of lot

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

## 13 Cleaning windows and doors

---

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

## 14 Hanging out of washing

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

## 15 Not Used

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

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

*bin* includes any receptacle for waste.

*waste* includes garbage and recyclable material.

## **17 Change in use or occupation of lot to be notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.

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- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## **18 Compliance with planning and other requirements**

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

## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Link Lawyers  
902/265 Castlereagh Street  
SYDNEY NSW 2000

**Reference:** 13419  
**Date:** 01/08/2018  
**Certificate No.** ePLC2018/4613

**Address of Property:** 59 Campbell Parade MANLY VALE NSW 2093  
**Description of Property:** Lot A DP 158527

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

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

## **1.2 Draft Environmental Planning Instruments**

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

### **1.2 a) Draft State Environmental Planning Policies**

Review of State Environmental Planning Policy 44 – Koala Habitat Protection  
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)  
 Draft State Environmental Planning Policy (Environment)  
 Proposed new rules for Site Compatibility Certificates – State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
 Draft State Environmental Planning Policy (Primary Production and Rural Development)

### **1.2 b) Draft Local Environmental Plans**

#### **Planning Proposal - Reclassification of land, Wakehurst Parkway, Oxford Falls (PEX2017/0004)**

**Applies to land:** Lot 21 DP 819277, Oxford Falls Road

**Outline:** Amends WLEP 2011 to reclassify land known as Lot 21 DP 819277 (Part), Wakehurst Parkway, Oxford Falls from “Community Land” to “Operational Land”.

The land adjoins the western boundary of Oxford Falls Grammar School, at Oxford Falls and is currently zoned RE1 Public Recreation under WLEP 2011.

The Planning Proposal seeks to create a pathway for the school to use the land in the future for purposes associated with the school.

**Council resolution:** 26 April 2017

**Gateway Determination:** 29 June 2017

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

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

**Outline:** Amends WLEP 2000 and WLEP 2011 to:

- Rezoned land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low

- Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

**Council resolution:** 25 November 2014

**Gateway Determination:** 28 January 2015

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

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

**Outline:** Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional "Key Sites"
- Implement a delivery mechanism for key infrastructure and public domain improvements

**Council resolution:** 23 September 2014

**Gateway Determination:** 1 April 2015 amended 22 September 2016

## **1.3 Development Control Plans**

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

Warringah Development Control Plan 2011

## **2. Zoning and land use under relevant Local Environmental Plans**

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

### **2.1 Zoning and land use under relevant Local Environmental Plans**

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

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

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

#### **Zone R3 Medium Density Residential**

##### **1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

## **2 Permitted without consent**

Home-based child care; Home occupations

## **3 Permitted with consent**

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

## **4 Prohibited**

Any development not specified in item 2 or 3

## **Additional permitted uses**

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

Nil

## **(e) Minimum land dimensions**

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

## **(f) Critical habitat**

The land does not include or comprise critical habitat.

## **(g) Conservation areas**

The land is not in a heritage conservation area.

## **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

## **2.2 Draft Local Environmental Plan - if any**

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

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

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

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

### **3. Complying Development**

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

#### **a) Housing Code**

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

#### **b) Rural Housing Code**

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

#### **c) Low Rise Medium Density Code**

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

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

#### **d) Greenfield Housing Code**

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

#### **e) Housing Alterations Code**

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

#### **f) General Development Code**

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

#### **g) Commercial and Industrial Alterations Code**

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

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

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

#### **i) Container Recycling Facilities Code**

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

#### **j) Subdivisions Code**

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

#### **k) Demolition Code**

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

#### **l) Fire Safety Code**

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

### **4, 4A (Repealed)**

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

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

### **5. Mine Subsidence**

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

### **6. Road widening and road realignment**

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

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

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

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

## **8. Land reserved for acquisition**

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

## **9. Contribution plans**

The following applies to the land:

Northern Beaches Contributions Plan 2018

## **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**

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

A handwritten signature in dark ink, appearing to read 'Helen Lever', with a long horizontal stroke extending to the right.

**Helen Lever**  
**Acting Chief Executive Officer**  
**01/08/2018**

# SEWERAGE SERVICE DIAGRAM

## Municipality of Warringah

No. 291024

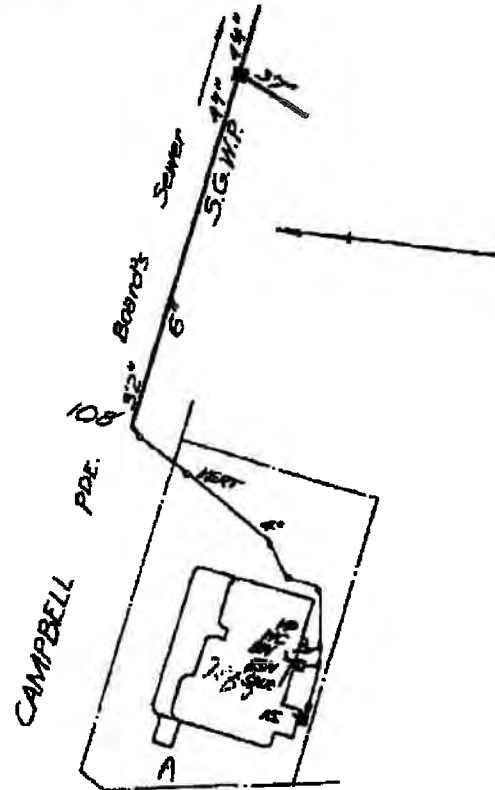
LESLIE

| SYMBOLS AND ABBREVIATIONS |                         |                   |                          |
|---------------------------|-------------------------|-------------------|--------------------------|
| □ Boundary Trap           | ■ R.V. Reflux Valve     | I.P. Induct Pipe  | Bas. Basin               |
| PH Ph                     | — C.E. Cleaning Eye     | M.F. Man Flap     | Sh. Shower               |
| G.I. Grease Interceptor   | ○ VERT. Vertical Pipe   | T. Tube           | W.I.P. Wrought Iron Pipe |
| Cully                     | ○ V.P. Vent Pipe        | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| R.P. T. P. Trap           | ○ S.V.P. Soil Vent Pipe | W.C. Water Closet | F.W. Floor Waste         |
| R.R. & Reflux Sink        | ○ D.C.C. Down Cast Cowl | B.W. Bath Waste   | W.M. Washing Machine     |

SCALE: 40 FEET TO AN INCH

## SEWER AVAILABLE

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



CONDAMINE ST

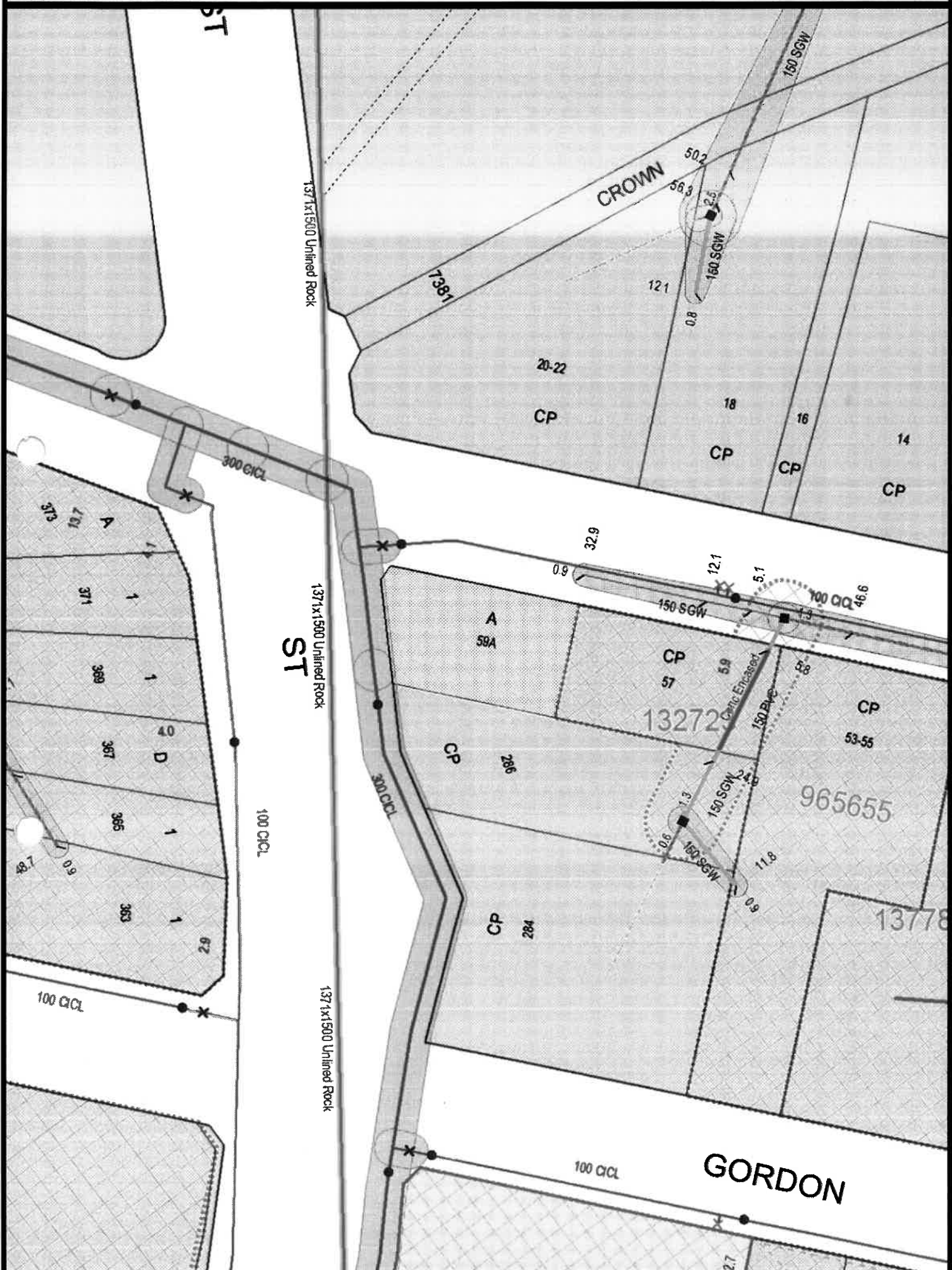
RATE No. .... W.C.s. .... U.C.s. .... 19 .....

MEST No. 5448

OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

| DRAINAGE        |      | BRANCH OFFICE | PLUMBING      |           |     |
|-----------------|------|---------------|---------------|-----------|-----|
| Supervised by   | DATE |               | Supervised by | DATE      |     |
| Inspector       | / /  | Date          | / /           | Inspector | / / |
| Examined by     | / /  | Outfall       | 598 006       |           |     |
| Chief Inspector | / /  | Drainage      |               |           |     |
| Tracing Checked | / /  | Plumber       |               |           |     |
|                 |      | Boundary Trap |               |           |     |

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



## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Link Lawyers  
902/265 Castlereagh Street  
SYDNEY NSW 2000

**Reference:** 8390000  
**Date:** 05/12/2019  
**Certificate No.** ePLC2019/7036

**Address of Property:** 59 Campbell Parade MANLY VALE NSW 2093  
**Description of Property:** Lot A DP 158527

---

## Planning Certificate – Part 2

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

### **1. Relevant planning instruments and Development Control Plans**

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

**1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy 1—Development Standards  
State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
State Environmental Planning Policy 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 (Miscellaneous Consent Provisions) 2007  
 State Environmental Planning Policy (State and Regional Development) 2011  
 State Environmental Planning Policy (State Significant Precincts) 2005  
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
 State Environmental Planning Policy (Primary Production and Rural Development) 2019  
 Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018  
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)  
 State Environmental Planning Policy No 44-Koala Habitat Protection  
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005  
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

## **1.2 Draft Environmental Planning Instruments**

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

### **1.2 a) Draft State Environmental Planning Policies**

Review of State Environmental Planning Policy 44 – Koala Habitat Protection  
 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 - Dee Why Town Centre Planning Controls (PEX2018/0002)**

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

**Outline:** Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

**Council resolution:** 23 September 2014

**Gateway Determination:** 1 April 2015 amended 22 September 2016

#### **Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of “Mermaid Pool”)**

**Applies to: Crown Land:**

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

**Outline:** Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation).
- 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:** 27 November 2018

**Gateway Determination:** 9 August 2019

### **Planning Proposal - Freshwater Village Carpark Reclassification**

**Applies to land:** Oliver Street carpark and Lawrence Street carpark, Freshwater

**Outline:** Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN\_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB\_010 map to implement a maximum height of building of 3 metres.

**Council resolution:** 27 November 2018

**Gateway determination:** 23 September 2019

## **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 R3 Medium Density Residential**

##### **1 Objectives of zone**

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

## **2 Permitted without consent**

Home-based child care; Home occupations

## **3 Permitted with consent**

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

## **4 Prohibited**

Any development not specified in item 2 or 3

## **Additional permitted uses**

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

Nil

## **(e) Minimum land dimensions**

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

## **(f) Critical habitat**

The land does not include or comprise critical habitat.

## **(g) Conservation areas**

The land is not in a heritage conservation area.

## **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

## **2.2 Draft Local Environmental Plan - if any**

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

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

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

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

### **3. Complying Development**

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

#### **a) Housing Code**

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

#### **b) Rural Housing Code**

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

#### **c) Low Rise Medium Density Code**

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

**Note:** Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 31 October 2019.

#### **d) Greenfield Housing Code**

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

#### **e) Housing Alterations Code**

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

#### **f) General Development Code**

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

#### **g) Commercial and Industrial Alterations Code**

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

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

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

#### **i) Container Recycling Facilities Code**

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

#### **j) Subdivisions Code**

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

#### **k) Demolition Code**

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

### **I) Fire Safety Code**

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

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

## **8. Land reserved for acquisition**

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

## **9. Contribution plans**

The following applies to the land:

**Northern Beaches Section 7.12 Contributions Plan 2019**

## **9A. Biodiversity certified land**

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

## **10. Biodiversity Stewardship Sites**

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

## **10A. Native vegetation clearing set asides**

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

## **11. Bush fire prone land**

### **Bush Fire Prone Land**

The land is not bush fire prone land.

### **Draft Northern Beaches Bush Fire Prone Land Map 2018**

The land is not bush fire prone land.

## **12. Property vegetation plans**

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

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

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

### **14. Directions under Part 3A**

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

### **15. Site compatibility certificates and conditions for seniors housing**

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

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### **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.
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- (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:

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- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

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

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

**Ray Brownlee PSM  
Chief Executive Officer**

**05/12/2019**

## Determination of an Occupation Certificate Application

made under Section 6.9 of the Environmental Planning and Assessment Act 1979 & determined in accordance with Clause 151 of the Environmental Planning & Assessment Regulations 2000

### Occupation Certificate No: 2017/5947A

**Land to which this certificate applies:**

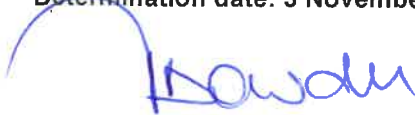
**Address:** 59 Campbell Parade, Manly Vale

**Lot No:** A      **DP No:** 158527

I approve the issuing of this Certificate to occupy the completed building as described in the Construction Certificate referenced below and certify that:

- I have been appointed as the Principal Certifier under Section 6.6(1) of the Environmental Planning & Assessment Act 1979 No.203.
- Current Development Consent No: DA2017/0030 is in force for this development.
- Construction Certificate No. 2017/5947B has been issued with respect to the plans and specifications for the demolition works and construction of multi dwelling housing.
- I have considered the health and safety of the occupants of the building.
- The building is completed in accordance with its classification under the Building Code of Australia.
- A Fire Safety Certificate has been issued for the building.
- A BASIX completion receipt has been issued for this development
- Refer to the attached Schedule of all critical stage inspections and Compliance Certificates relied upon to issue this Occupation Certificate.

Determination date: 3 November 2020



Thomas Bowden  
Registration No. BPB0042

**Schedule of critical stage inspections carried out or missed by the Principal Certifying Authority (Clause 161B (1), 162A of the Environmental Planning & Assessment Regulations 2000)**

| <b>Critical Stage Inspections</b>                            | <b>Inspected or Missed</b>                                    | <b>Date Inspected</b> |
|--------------------------------------------------------------|---------------------------------------------------------------|-----------------------|
| <b>Prior to issue of a Construction Certificate</b>          | <b>Inspected - T Bowden (BPB0042)</b>                         | <b>18.04.2018</b>     |
| <b>Excavation for footings</b>                               | <b>Inspected - A Bailey (BPB0015)</b>                         | <b>24.07.2019</b>     |
| <b>Prior to pouring of any in-situ reinforced concrete</b>   | <b>Inspected - A Bailey (BPB0015)</b>                         | <b>28.08.2019</b>     |
| <b>Prior to the covering of any framework</b>                | <b>Inspected - A Bailey (BPB0015)</b>                         | <b>5.02.2020</b>      |
| <b>Prior to covering waterproofing in any wet area</b>       | <b>Inspected - A Bailey (BPB0015)</b>                         | <b>26.03.2020</b>     |
| <b>Prior to covering any stormwater drainage connections</b> | <b>Inspected - T Bowden (BPB0042)</b>                         | <b>10.07.2019</b>     |
| <b>Other required inspections</b>                            | <b>Fire Separating Walls - Inspected - A Bailey (BPB0015)</b> | <b>5.02.2020</b>      |
| <b>Final Inspection</b>                                      | <b>Inspected - T Bowden (BPB0042)</b>                         | <b>11.09.2020</b>     |

**Schedule of Compliance Certificates or other documentary evidence relied upon to issue the Final Occupation Certificate**

|                                                        |                                                                                                                                                   |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Smoke Alarm Installation Compliance Certificate</b> | <b>Issued by Inphase Electrical Group undated</b>                                                                                                 |
| <b>Structural Engineer's Compliance Certificate</b>    | <b>Issued by Elegant Engineering dated 2 October 2020. accompanied by works-as-executed plan for driveway endorsed by Pinnacle Land Surveyors</b> |
| <b>Waterproofing Compliance Certificate</b>            | <b>Issued by Sydney Caulking &amp; Waterproofing Pty Ltd dated 1 July 2020</b>                                                                    |

|                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BASIX Compliance Statement &amp; Part J Compliance</b>                                                      | <p>Insulation, Hot Water, Cooling/Heating systems, Ventilation, Electric Oven, Fixed Outdoor Clothesline; Sydbuilt Projects Pty Ltd dated 18 September 2020</p> <p>Fixtures; EPG Enhance Plumbing Group dated 15 September 2020</p> <p>Window/Door Frames &amp; Glazing; Global Aluminium &amp; Balustrade Pty Ltd dated 27 August 2020</p> <p>Basement Carpark – Part J Compliance; Sydbuilt Projects dated 29 September 2020</p> |
| <b>Glazing Compliance Certificates (Glass Panels &amp; Shower Screens)</b>                                     | Issued by V. & N. Glass Pty Ltd dated 16 September 2020                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Survey Report</b>                                                                                           | Prepared by Pinnacle Land Surveyors dated 28 September 2020                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Geotechnical Compliance Statement</b>                                                                       | Issued by JK Geotechnics dated 28 October 2020                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Stormwater Management Compliance Certificate – Consent Conditions 46 &amp; 47</b>                           | Issued by Prime Engineering Consultants dated 18 September 2020 accompanied by a Works-as-Executed Stormwater Management Plan endorsed by Pinnacle Land Surveyors and EPG Enhance Plumbing Group Compliance Certificate dated 15 September 2020                                                                                                                                                                                    |
| <b>Restriction of Use of Land &amp; Positive Covenant – Consent Conditions 42, 45, 48, 49, 50, 58 &amp; 59</b> | Registration Notice dated 30 October 2020 – Confirming registration of AQ506896, AQ506897, AQ506898 & AQ506899                                                                                                                                                                                                                                                                                                                     |
| <b>Landscape Completion Compliance Certificate – Consent Condition 52</b>                                      | Issued by Trish Dobson Landscape Architecture dated 14 September 2020                                                                                                                                                                                                                                                                                                                                                              |
| <b>Council's Road Reserve Compliance Certificate(post construction) – Consent Conditions 44, 51</b>            | Issued by Northern Beaches Council dated 16 September 2020                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Mechanical Exhaust Compliance Certificate (Carpark &amp; Sanitary Compartments)</b>                         | Viscona Pty Ltd dated 20 October, 2020                                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Garbage and Recycling Facility Compliance Certificate – Consent Conditions 53 &amp; 57</b> | <b>Issued by Sydbuilt Projects Pty Ltd dated 18 September 2020</b>                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Intercom System Compliance Certificate – Consent Condition 55</b>                          | <b>Issued by Sydbuilt Projects Pty Ltd dated 18 September 2020</b>                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Fire Safety Compliance Certificate Consent Condition 54</b>                                | <b>Issued by F.L.A.M.E dated 22 October 2020 accompanied by Fire Safety Schedule Inspection Certificate dated 22 September 2020 for:</b> <ul style="list-style-type: none"> <li>• <b>Emergency Lighting</b></li> <li>• <b>Exit Signs</b></li> <li>• <b>Fire Doors</b></li> <li>• <b>Fire Seals protecting openings in fire resisting components of the building</b></li> <li>• <b>Smoke Alarms</b></li> <li>• <b>Paths of Travel</b></li> </ul> |
| <b>Emergency Lighting Compliance Certificate</b>                                              | <b>Issued by Inphase Electrical Group Pty Ltd undated</b>                                                                                                                                                                                                                                                                                                                                                                                       |

# POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

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

**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              | A/158527                                                                                      |                                                                                                |                                         |
| (B) LODGED BY                  | Document Collection Box                                                                       | Name, Address or DX, Telephone, and Customer Account Number if any<br><br>Email:<br>Reference: | CODE<br><br><b>PC</b>                   |
| (C) REGISTERED PROPRIETOR      | Of the above land<br>VERGE DEVELOPMENTS PTY LTD                                               |                                                                                                |                                         |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this positive covenant                              |                                                                                                |                                         |
|                                | Nature of Interest                                                                            | Number of Instrument                                                                           | Name                                    |
|                                | Mortgage                                                                                      | AP154211                                                                                       | MORTGAGE TO WESTPAC BANKING CORPORATION |
| (E) PRESCRIBED AUTHORITY       | Within the meaning of section 88E(1) of the Conveyancing Act 1919<br>NORTHERN BEACHES COUNCIL |                                                                                                |                                         |

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

## DATE

### (G) Execution by the prescribed authority

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

Signature of witness:

Name of witness:

Address of witness:

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

### (G) Execution by the registered proprietor

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

Company: VERGE DEVELOPMENTS PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

### (H) Consent of the mortgagee

The mortgagee under mortgage

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

Signature of witness:

Name of witness:

Address of witness:

No. AP154211

, agrees to be bound by this positive covenant who is personally known to me or as to whose identity I am otherwise satisfied

Signature of mortgagee:

## 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.
    - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

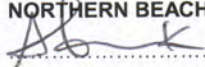
Structure and Works shall mean the on site stormwater detention system constructed on the land as detailed on the plans approved by Council No. **DA2017/0030** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

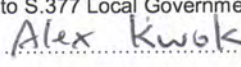
NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE COVENANT REFERRED TO:

#### NORTHERN BEACHES COUNCIL

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

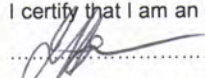


Signature of delegate

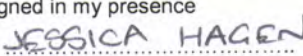


Name of delegate

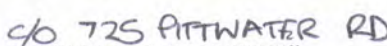
I certify that I am an eligible witness and that the delegate signed in my presence



Signature of Witness



Name of Witness



Address of Witness **DEE WHY NSW 2099**

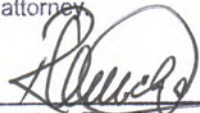
**Annexure 'B'**

**Positive Covenant**

Torrent title: A/158527

Consent of the Mortgagee

SIGNED SEALED AND DELIVERED for and on behalf of  
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by its attorney under power  
of attorney dated 17 January 2001 registration book 4299 no 322.  
By executing this instrument the attorney  
States that the attorney has received no  
notice of the revocation of the power  
of attorney.



ROBERT RAMONDETTA  
TIER THREE ATTORNEY.

Signature Tier Three Attorney  
Name:

  
Witness Signature

Name: DENNIS TRUONG

Level 3/25 Restwell St Bankstown NSW 2200

# POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

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

**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>              | A/158527                                                                                      |                                                                    |                                         |
| (B) <b>LODGED BY</b>                  | Document Collection Box                                                                       | Name, Address or DX, Telephone, and Customer Account Number if any |                                         |
|                                       |                                                                                               | Email: _____                                                       |                                         |
|                                       |                                                                                               | Reference: _____                                                   |                                         |
| (C) <b>REGISTERED PROPRIETOR</b>      | Of the above land<br>VERGE DEVELOPMENTS PTY LTD                                               |                                                                    |                                         |
| (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                                                                                      | AP154211                                                           | MORTGAGE TO WESTPAC BANKING CORPORATION |
| (E) <b>PRESCRIBED AUTHORITY</b>       | Within the meaning of section 88E(1) of the Conveyancing Act 1919<br>NORTHERN BEACHES COUNCIL |                                                                    |                                         |

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

## DATE

### (G) Execution by the prescribed authority

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

Signature of witness:

Name of witness:

Address of witness:

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

### (G) Execution by the registered proprietor

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

Company: VERGE DEVELOPMENTS PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

### (H) Consent of the mortgagee

The mortgagee under mortgage

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

Signature of witness:

Name of witness:

Address of witness:

No. AP154211

, agrees to be bound by this positive covenant. who is personally known to me or as to whose identity I am otherwise satisfied

Signature of mortgagee:

\* 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.
    - (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:

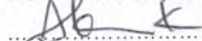
Structure and Works shall mean the pump out system constructed on the land as detailed on the plans approved by Council No. **DA2017/0030** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

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

**NORTHERN BEACHES COUNCIL**

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



Signature of delegate

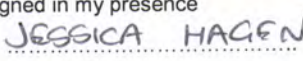


Name of delegate

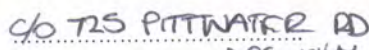
I certify that I am an eligible witness and that the delegate signed in my presence



Signature of Witness



Name of Witness

  
Address of Witness **6/6 T25 PITTWATER RD  
DRE WHI NSW 2099**

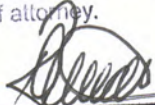
**Annexure 'B'**

**Positive Covenant**

Torrent title: A/158527

Consent of the Mortgagee

SIGNED SEALED AND DELIVERED for and on behalf of  
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by its attorney under power  
of attorney dated 17 January 2001 registration book 4299 no 322.  
By executing this instrument the attorney  
States that the attorney has received no  
notice of the revocation of the power  
of attorney.



**ROBERT RAMONDETTA  
TIER THREE ATTORNEY**

Signature Tier Three Attorney  
Name:

Witness Signature

Name:

**DENNIS TRUONG**  
Level 3/25 Restwell St Bankstown NSW 2200

# POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

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

**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**

A/158527

(B) **LODGED BY**

|                               |                                                                    |  |                       |
|-------------------------------|--------------------------------------------------------------------|--|-----------------------|
| Document<br>Collection<br>Box | Name, Address or DX, Telephone, and Customer Account Number if any |  | CODE<br><br><b>PC</b> |
|                               | Email:                                                             |  |                       |
|                               | Reference:                                                         |  |                       |

(C) **REGISTERED PROPRIETOR**

Of the above land  
VERGE DEVELOPMENTS PTY LTD

(D) **LESSEE MORTGAGEE or CHARGE**

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

| Nature of Interest | Number of Instrument | Name                                    |
|--------------------|----------------------|-----------------------------------------|
| Mortgage           | AP154211             | MORTGAGE TO WESTPAC BANKING CORPORATION |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
NORTHERN BEACHES COUNCIL

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

## DATE

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

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

Signature of witness:

Name of witness:

JESSICA HAGEN

Address of witness:

C/O 725 PITTWATER RD  
D.E. WHT NSW  
2099

Signature of authorised officer:

Name of authorised officer:

Alex Kwok

Position of authorised officer:

Senior Development  
Engineer

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

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

Company: VERGE DEVELOPMENTS PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Dewanto Dhanu  
Director

Signature of authorised person:

Name of authorised person:

Eva Suryapranata  
Director

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AP154211

, agrees to be bound by this positive covenant.

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

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

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

\* 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:

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

- a. Community Scheme means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.
- b. 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.
- c. Land Burdened means the land described in Certificate of Title Folio Identifier
- d. 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.
- e. Owners corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.
- f. Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for

- a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;
- b. the delivery, removal, inspection and repair of Waste containers.

3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.

**NORTHERN BEACHES  
COUNCIL**  
  
.....  
Authorised Person

4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.

5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.

6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.

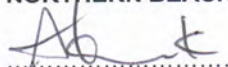
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New South Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.

8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

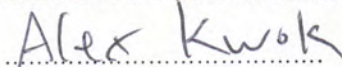
NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT REFERRED TO:

**NORTHERN BEACHES COUNCIL**

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

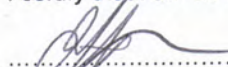


Signature of delegate

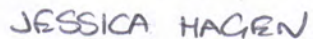


Name of delegate

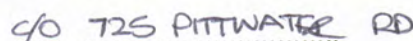
I certify that I am an eligible witness and that the delegate signed in my presence



Signature of Witness



Name of Witness



Address of Witness **DEE WHY NSW 2099**

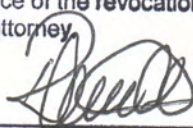
**Annexure 'B'**

**Positive Covenant**

Torrent title: A/158527

Consent of the Mortgagee

SIGNED SEALED AND DELIVERED for and on behalf of  
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by its attorney under power  
of attorney dated 17 January 2001 registration book 4299 no 322.  
By executing this instrument the attorney  
States that the attorney has received no  
notice of the revocation of the power  
of attorney.

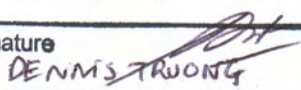


ROBERT RAMONDETTA  
TIER THREE ATTORNEY

Signature Tier Three Attorney  
Name:

Witness Signature

Name:



DENNIS TRUONG

Level 3/25 Restwell St Bankstown NSW 2200

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

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

New South Wales

Section 88E(3) Conveyancing Act 1919

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

|                                |                                                                                               |                                                                                                            |                                         |
|--------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| (A) TORRENS TITLE              | A/158527                                                                                      |                                                                                                            |                                         |
| (B) LODGED BY                  | Document Collection Box                                                                       | Name, Address or DX, Telephone, and Customer Account Number if any<br><br>Email: _____<br>Reference: _____ | CODE<br><br><b>RV</b>                   |
| (C) REGISTERED PROPRIETOR      | Of the above land                                                                             |                                                                                                            |                                         |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this restriction                                    |                                                                                                            |                                         |
|                                | Nature of Interest                                                                            | Number of Instrument                                                                                       | Name                                    |
|                                | Mortgage                                                                                      | AP154211                                                                                                   | MORTGAGE TO WESTPAC BANKING CORPORATION |
| (E) PRESCRIBED AUTHORITY       | Within the meaning of section 88E(1) of the Conveyancing Act 1919<br>NORTHERN BEACHES COUNCIL |                                                                                                            |                                         |

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

DATE \_\_\_\_\_

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

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

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

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

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: \_\_\_\_\_

Position of authorised officer: \_\_\_\_\_

JESSICA HAGEN

40 725 PITWATER RD  
DCE WH1 NSW 2099

Alex Kwok  
Senior Development  
Engineer

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

Company: VERGE DEVELOPMENTS PTY LTD

Authority: section 127 of the Corporations Act 2001

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

Name of authorised person: Dewanto Dhanu

Office held: \_\_\_\_\_

Director

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

Name of authorised person: Eva Suryapranata

Office held: \_\_\_\_\_

Director

- (H) The mortgagee under mortgage No. AP154211 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: \_\_\_\_\_

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

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

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

## Annexure 'A'

### Terms of Restriction on the Use of Land numbered 1 in the Plan.

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:

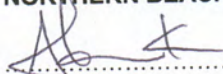
Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on plans approved by Council No. DA2017/0030 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

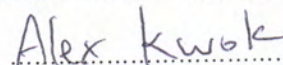
The Act means the Conveyancing Act 1919.

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

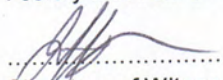
**NORTHERN BEACHES COUNCIL**

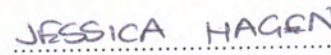
**NORTHERN BEACHES COUNCIL** by its delegate pursuant to S.377 Local Government Act 1993.

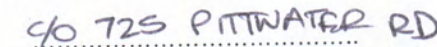
  
Signature of delegate

  
Name of delegate

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

  
Signature of Witness

  
Name of Witness

  
Address of Witness DEE WHY NSW 2099

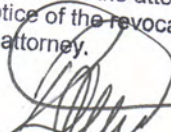
**Annexure 'B'**

**Restriction on the use of Land**

Torrent title: A/158527

Consent of the Mortgagee

SIGNED SEALED AND DELIVERED for and on behalf of  
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by its attorney under power  
of attorney dated 17 January 2001 registration book 4299 no 322.  
By executing this instrument the attorney  
States that the attorney has received no  
notice of the revocation of the power  
of attorney.

  
ROBERT RAMONDETTA  
TIER THREE ATTORNEY  
Signature Tier Three Attorney  
Name:

Witness Signature  
Name: DENNIS TRUONG  
Level 3/25 Restwell St Bankstown NSW 2200