

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM		
vendor's agent	UPSTATE GROUP Suite 15, Level 1, 888 Pittwater Road, DEE WHY NSW 2099 Email: peter@upstate.com.au	Phone	9971 9000
co-agent		Ref	Peter Mosedale
vendor	ADAM LOUIS MARTINEZ-CHRISTODOULATOS Unit 113 / 2 Delmar Parade, DEE WHY NSW 2099		
vendor's solicitor	BRANSTON NEVILLE LAWYERS Suite 301, 20B Lexington Drive, BELLA VISTA NSW 2153 PO Box 7225 NORWEST NSW 2153 Email: jchidiac@branstonneville.com.au knankervis@branstonneville.com.au	Phone	8884 0444
		Fax	8884 0484
		Ref	240043
date for completion	42 days	(clause 15)	
land (address, plan details and title reference)	Unit 113 / 2 Delmar Parade, DEE WHY NSW 2099 being Lot 13 in Registered Strata Plan 105877 and being the whole of the land in Certificate of Title Folio Identifier 13/SP105877		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:		

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

inclusions	☒ air conditioning ☐ clothes line ☒ fixed floor coverings ☒ range hood ☒ blinds ☐ curtains ☒ insect screens ☐ solar panels ☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:	
exclusions		
purchaser		
purchaser's solicitor		Phone Ref
price	\$	inclusive of GST
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."
 VERSION 2

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

EXECUTION BY GUARANTOR

Signed by

in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Signature

Signed by

in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Signature

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

☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4) PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

NETSTRATA

298 Railway Parade, Carlton NSW 2218

Phone: 02 8567 6400

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

2 DELMAR PDE DEE WHY 2099

SPECIAL CONDITIONS TO CONTRACT FOR SALE

Date:

Vendor: Adam Louis Martinez-Christodoulatos

Purchaser:

33. AMENDMENT OF PRINTED CLAUSES

This contract for sale is amended as follows:-

- (a) Omit clause 7.1.1.
- (b) Omit clause 8.1.1 and insert instead:
8.1.1 the vendor is unable or unwilling to comply with a requisition or a claim;
- (c) In clauses 10.1.8 and 10.1.9, omit "substance" and "disclosed" and insert instead "existence" and "noted" respectively.

34. Interpretation

- 34.1 If there is any inconsistency between any of the printed clauses of this contract and these special conditions then the provisions of the special conditions prevail.
- 34.2 Headings are for ease of reference only and do not affect the interpretation of this contract.

35. Invalidity

If a provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of any law, then this contract must be read and construed as if that provision is severed from this contract and the invalidity of that provision does not affect or render invalid or unenforceable the remaining provisions of this contract.

36. Purchaser relies on own enquiries

- 36.1 The purchaser acknowledges:
 - (a) buying the property relying on the purchaser's own inspection, knowledge and enquiries; and
 - (b) not relying on any representation, warranty or promise other than as set out in writing in this contract.
- 36.2 It is expressly agreed between the parties that this special condition shall not merge on completion.

37. Investment of deposit

- 37.1 This contract of sale is amended by deleting clause 2.9.

- 37.2 The parties agree that the deposit is to be invested by the depositholder who shall forthwith (with the authority of the purchaser which is hereby given) place the deposit on deposit with a Bank or Permanent Building Society or Credit Union at the then current rate of interest.
- 37.3 The interest on the deposit shall be distributed as soon as practicable after completion in the following manner:
- (a) If the contract is completed or rescinded the interest shall be divided equally between the vendor and the purchaser.
 - (b) If the contract is terminated by the vendor then the total interest on the deposit shall be paid to the vendor without prejudice to any other rights or remedies that the vendor might otherwise have at law or in equity.
 - (c) If the contract is not completed due to any default by the vendor then the interest on the deposit shall be paid in full to the purchaser.
- 37.4 The purchaser shall, on or before exchange, provide to the depositholder sufficient details to enable the investment of the deposit and such details shall include Tax File Number/s of purchaser/s.
- 37.5 In the event that the purchaser fails to provide the purchaser's tax file number, the vendor shall be entitled to the whole interest.
- 37.6 The purchaser acknowledges that any bank cheque fees and charge and/or fees for electronic transfer of the purchaser's share of interest in the deposit will be borne by the purchaser.

38. Vendor's title

The purchaser acknowledges that this contract sets out a sufficient statement of the vendor's title and the purchaser shall not be entitled to require the vendor to serve any further statement of the vendor's title on the purchaser.

39. Mental illness, insolvency, etc of parties

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included:

- (a) if either party (or where a party consists of 2 or more persons, any one of those persons) dies or becomes mentally ill then the other party may rescind this contract by notice in writing; or
- (b) if :
 - (i) the purchaser is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors; or
 - (ii) the purchaser, being a company, resolves to go into liquidation or has a petition for its winding up presented or enters into a scheme of arrangement

with its creditors or if an administrator, liquidator, receiver and/or manager is appointed in respect of the purchaser,

then the purchaser is in default.

40. Warranty as to agents

- 40.1 The purchaser warrants having had no dealings with any agent other than the agent named in this contract in respect of the property which may give rise to any claim against the vendor for remuneration or commission arising out of this sale.
- 40.2 The purchaser indemnifies the vendor against any successful claim arising from a breach of the warranty under this special condition.
- 40.3 It is expressly agreed and declared that the purchaser's liability under this special condition shall not merge on completion.

41. Service of notices by email and facsimile

- 41.1 For the purposes of clause 20.6.5, the email address of a party is the email address(es) set out in this contract or notified from time to time by the addressee to the sender.
- 41.2 An email is regarded as being served by or on a party:

- (a) Upon production of a delivery notification statement from the computer from which the e-mail was sent which indicates that the e-mail was sent in its entirety to the e-mail address of the recipient shall be prima facie evidence that the e-mail has been received unless:
 - (i) Where there is no delivery notification statement from the computer from which the e-mail was sent, the date and time of dispatch of the e-mail shall be prima facie evidence of the date and time that the e-mail was received; and
 - (ii) Where an "Out of Office" reply or similar response is delivered to the computer from which the e-mail was sent, the e-mail will not be taken to be received and the sender shall use an alternative method of sending the notice;

On the business day on which it is received unless it is received after 5.00pm in which case it will be taken to have been served on the commencement of the next business day.

- 41.3 Further to clause 20.6.5, a document served by facsimile transmission is deemed to have been received when the sender's machine indicates a receipt of the transmission and acknowledges the number of pages contained in the transmission except:
 - (a) Where the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission – the document is

deemed not to have been given or received; or

- (b) Where the time of despatch is later than 5.00pm on a business day in the place to which the notice is sent – the document is deemed to have been received at 9.00am on the next business day.

42. Purchaser accepts state of repair and condition

- 42.1 The vendor has not and does not make any representations or warranties as to the state of repair or condition of the property or its suitability for any purpose.
- 42.2 The purchaser accepts the property in its present state of repair and condition and will make no objection, requisition or claim for compensation in respect of the property's state of repair or condition or its suitability for any purpose.
- 42.3 The purchaser shall not require the vendor to carry out any work in respect of the property.

43. No objection to plumbing and other services

No objection, requisition or claim for compensation shall be made by the purchaser in respect of, nor shall the purchaser be entitled to rescind this contract by reason of:

- (a) the presence on or over the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service;
- (b) any such services being used in common with an adjoining property;
- (c) any roof and/or yard water drainage or pipe being connected to the sewer; or
- (d) the lack of rights or easements for any such services, any defects in the services or the lack of services to the property.

44. Condition of furnishings etc

The purchaser acknowledges that no warranty is made or given as to the particular state of repair, condition or fitness of the furnishings and chattels set out on the front page of this contract and they are sold subject to their state or want of repair as at the date of making this contract.

45. Notices to complete – period of notice

- 45.1 Notwithstanding any rule of law or equity to the contrary, it is expressly agreed and declared that in circumstances justifying the service of a notice to complete by either party upon the other party a period of 14 days from the date of service of such a notice is reasonable and sufficient notice to make time of the essence of this contract, whether or not the party giving the notice has made a previous request or demand for completion.
- 45.2 In the event that a notice to complete is served by registered mail the date of receipt shall be deemed to be 48 hours after the date of posting.

46. Notices to complete - cost

- 46.1 In the event that the vendor is entitled under this contract to issue a notice to complete, the purchaser shall allow as an adjustment on settlement the additional sum of \$440.00 inclusive of GST per notice, by allowance towards the legal costs and expenses of the vendor.
- 46.2 It is agreed that the sum allowed under this special condition is in addition to any interest the vendor may be able to claim under this contract for late completion by the purchaser.

47. Completion delayed

- 47.1 If the price or any part of the price is not paid by the purchaser to the vendor on the completion date then (in addition to all other remedies available to the vendor) that part of the price not paid is to carry interest calculated at the rate of 12% per annum calculated on a daily rate from the completion date until the actual date of payment to the vendor (that period to include the completion date but not the date of payment).
- 47.2 The purchaser does not have to pay interest during any period that completion does not occur only because the vendor is unwilling or unable to complete.
- 47.3 If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser shall pay to the vendor on completion the sum of \$200.00 plus GST for each cancellation.
- 47.4 The purchaser cannot require the vendor to complete unless interest and other amounts payable under this special condition are paid to the vendor on completion.
- 47.5 The parties agree that the amounts payable under this special condition are a genuine pre-estimate of the vendor's loss.

48. Guarantee

- 48.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 48.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 48.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 48.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- (a) payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 48.5 The guarantor:

- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- (b) must pay on demand any money due to the vendor under this indemnity.

48.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

- (a) the performance by the purchaser of its obligations under this contract; and
- (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

48.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

48.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

48.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

48.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

48.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

48.12 This clause operates as a deed between the vendor and the guarantor.

Signed by)
(ACN/ABN)
in the presence of:)
)

.....
Signature of witness

.....
Signature

.....
Name of witness

Signed by)
(ACN/ABN)
in the presence of:)
)

.....
Signature of witness

.....
Signature

.....
Name of witness



FOLIO: 13/SP105877

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/2/2024	11:05 AM	3	10/3/2023

LAND

LOT 13 IN STRATA PLAN 105877
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ADAM LOUIS MARTINEZ-CHRISTODOULATOS (T AS917451)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP105877
- 2 AS917452 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP105877

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/2/2023	2:11 PM	1	1/2/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 105877
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP105877

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 105877
ADDRESS FOR SERVICE OF DOCUMENTS:
2 DELMAR PARADE
DEE WHY NSW 2099

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP638872 EASEMENT FOR ELECTRICITY SUPPLY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AS738572 RESTRICTION(S) ON THE USE OF LAND
- 5 AS738573 POSITIVE COVENANT
- 6 DP1290284 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 105877

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 106		2 - 102		3 - 102		4 - 102	
5 - 100		6 - 100		7 - 96		8 - 95	
9 - 148		10 - 154		11 - 145		12 - 145	
13 - 101		14 - 140		15 - 107		16 - 104	
17 - 104		18 - 104		19 - 101		20 - 101	
21 - 97		22 - 96		23 - 149		24 - 156	
25 - 145		26 - 145		27 - 100		28 - 138	
29 - 109		30 - 105		31 - 105		32 - 105	
33 - 102		34 - 102		35 - 98		36 - 98	

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 3/2/2023

FOLIO: CP/SP105877

PAGE 2

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

STRATA PLAN 105877

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 151	38	- 157	39	- 146	40	- 146
41	- 101	42	- 140	43	- 180	44	- 135
45	- 171	46	- 145	47	- 151	48	- 154
49	- 138	50	- 161	51	- 139	52	- 141
53	- 145	54	- 107	55	- 144	56	- 139
57	- 142	58	- 154	59	- 142	60	- 171
61	- 142	62	- 144	63	- 146	64	- 109
65	- 145	66	- 140	67	- 143	68	- 187
69	- 193	70	- 151	71	- 180	72	- 257
73	- 226	74	- 212	75	- 6	76	- 6
77	- 6						

NOTATIONS

UNREGISTERED DEALINGS: PE DP1290163.

*** END OF SEARCH ***

(AV:200477)

PRINTED ON 3/2/2023

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



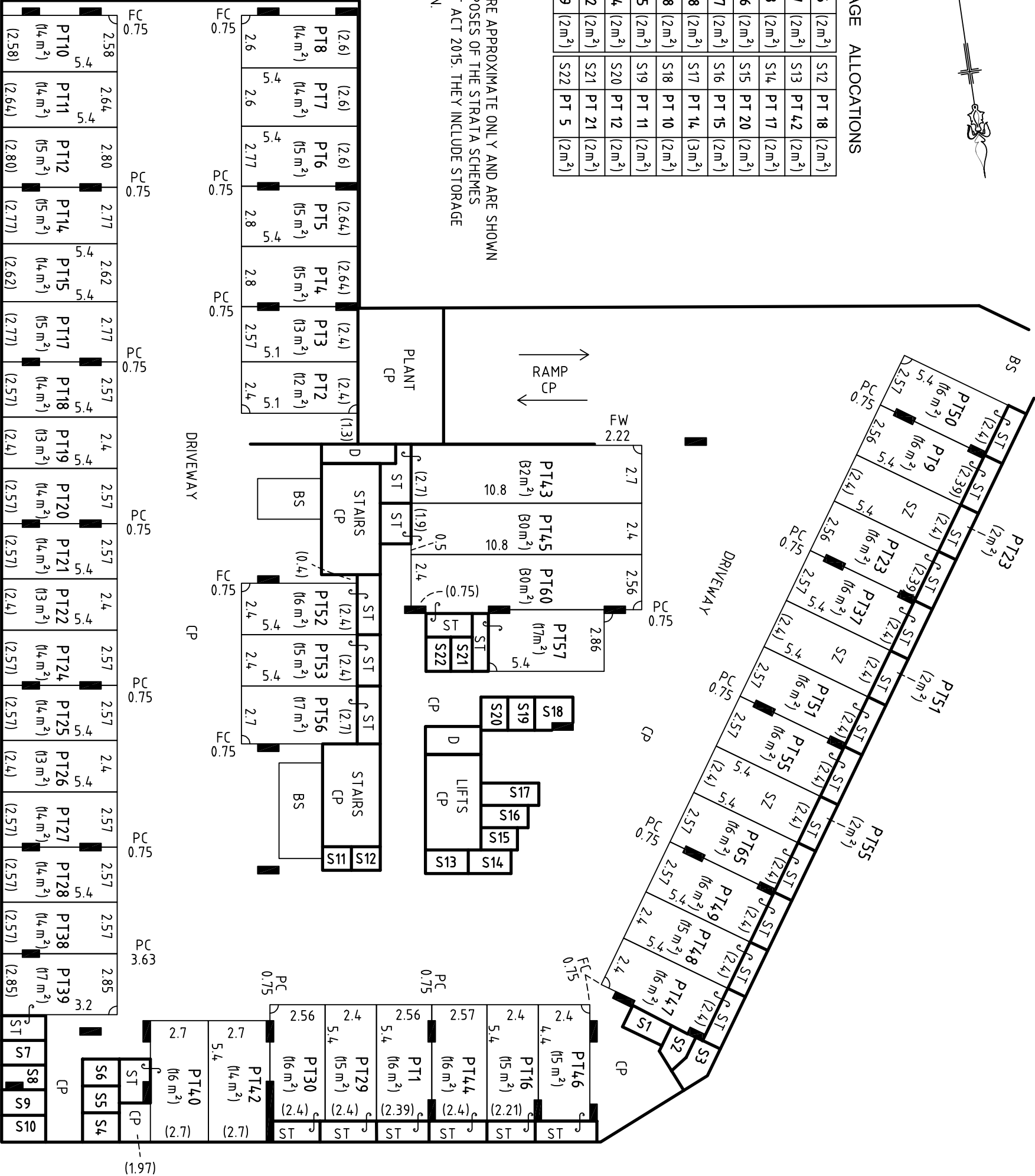
SP105877



STORAGE ALLOCATIONS

S1	PT 6	(2m ²)	S12	PT 18	(2m ²)
S2	PT 7	(2m ²)	S13	PT 42	(2m ²)
S3	PT 8	(2m ²)	S14	PT 17	(2m ²)
S4	PT 26	(2m ²)	S15	PT 20	(2m ²)
S5	PT 27	(2m ²)	S16	PT 15	(2m ²)
S6	PT 28	(2m ²)	S17	PT 14	(3m ²)
S7	PT 38	(2m ²)	S18	PT 10	(2m ²)
S8	PT 25	(2m ²)	S19	PT 11	(2m ²)
S9	PT 24	(2m ²)	S20	PT 12	(2m ²)
S10	PT 22	(2m ²)	S21	PT 21	(2m ²)
S11	PT 19	(2m ²)	S22	PT 5	(2m ²)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE STORAGE WHERE SHOWN.



FLOOR PLAN
BASEMENT 2
(CAR PARKING & STORAGE)

- DENOTES CORNER OF COLUMN
- DENOTES CENTRE OF COLUMN
- └ DENOTES 90 DEGREES
- ┐ DENOTES CORNER OF WALL

- FW DENOTES FACE OF WALL PROJECTED
- PC DENOTES CENTRE OF COLUMN PROJECTED
- FC DENOTES FACE OF COLUMN PROJECTED
- ALL CAR SPACES ARE LIMITED IN HEIGHT TO 2.1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF
- SZ DENOTES SHARED ZONE (CP)
- BS DENOTES BICYCLE STORE (CP)
- D DENOTES DUCT (CP)
- ST DENOTES STORAGE
- CP DENOTES COMMON PROPERTY

Surveyor: Name: CHRISTOPHER THOMAS NORTON Date: 19.12.22 Reference: 53028 SP	PLAN OF SUBDIVISION LOT 10 D.P.1287420	L.G.A. NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:200 Lengths are in metres	Registered:  01/02/2023	SP105877
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STORAGE
ALLOCATIONS

S23	PT 74	(2m ²)
S24	PT 2	(2m ²)
S25	PT 4	(2m ²)
S26	PT 3	(2m ²)
S27	PT 66	(2m ²)
S28	PT 67	(2m ²)
S29	PT 70	(2m ²)
S30	PT 72	(2m ²)
S31	PT 73	(3m ²)
S32	PT 69	(3m ²)
S33	PT 68	(3m ²)
S34	PT 71	(3m ²)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN
FOR THE PURPOSES OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015. THEY INCLUDE STORAGE
WHERE SHOWN.



FLOOR PLAN
BASEMENT 1
(CAR PARKING & STORAGE)

- DENOTES CORNER OF COLUMN
- DENOTES CENTRE OF COLUMN
- └ DENOTES 90 DEGREES
- └ DENOTES CORNER OF WALL
- FW DENOTES FACE OF WALL PROJECTED
- PC DENOTES CENTRE OF COLUMN PROJECTED
- FC DENOTES FACE OF COLUMN PROJECTED
- ALL CAR SPACES ARE LIMITED IN HEIGHT TO 2.1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF
- SZ DENOTES SHARED ZONE (CP)
- BS DENOTES BICYCLE STORE (CP)
- D DENOTES DUCT (CP)
- ST DENOTES STORAGE
- CP DENOTES COMMON PROPERTY

Surveyor:

Name: CHRISTOPHER THOMAS NORTON

Date:

19.12.22

Reference: 53028 SP

PLAN OF SUBDIVISION

LOT 10 D.P.1287420

L.G.A. NORTHERN BEACHES

Locality: DEE WHY

Reduction Ratio: 1:200

Lengths are in metres

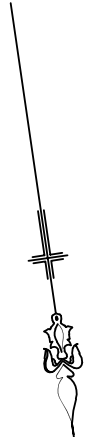
Registered:



01/02/2023

SP105877

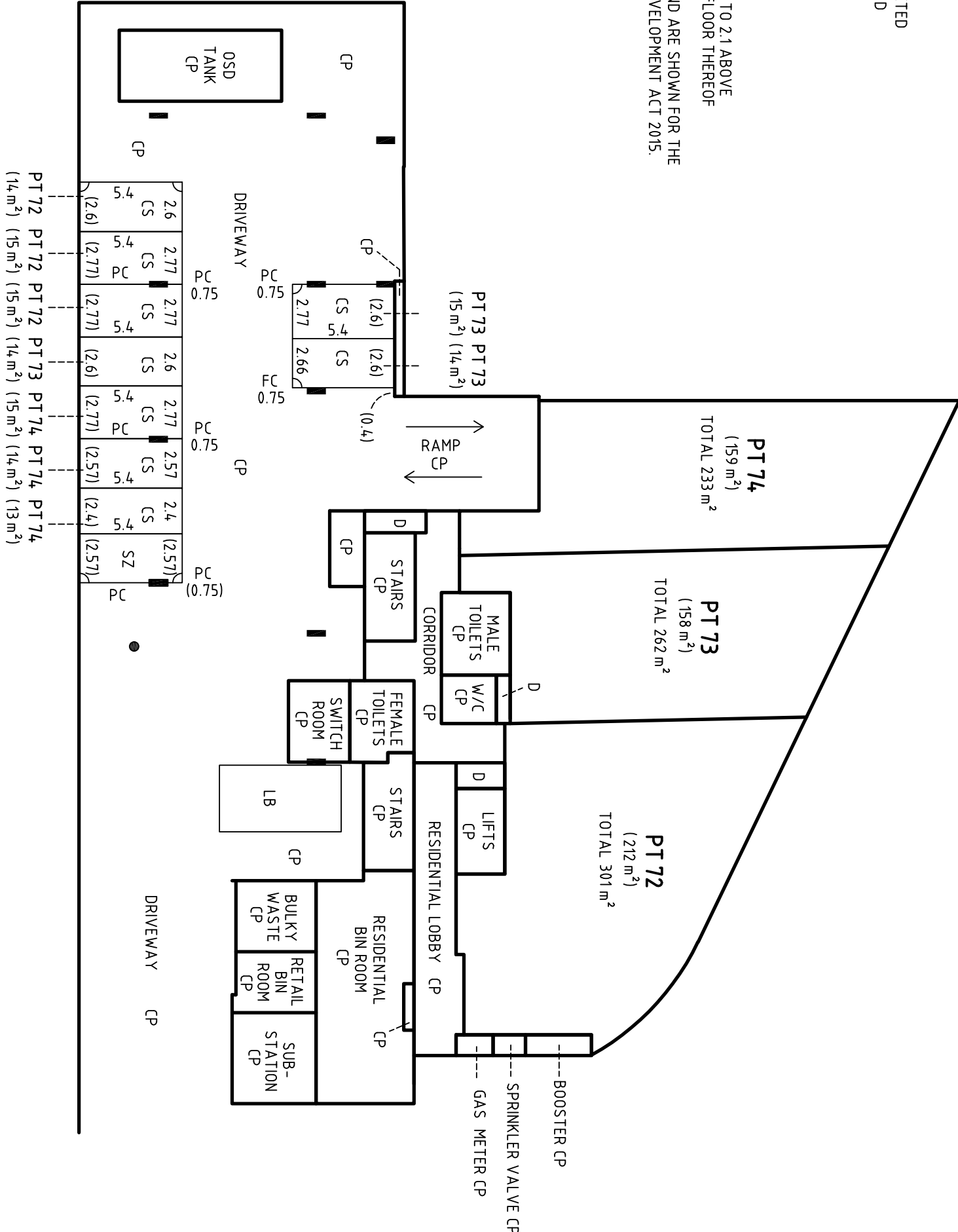
FLOOR PLAN
GROUND FLOOR



- DENOTES CORNER OF COLUMN
- DENOTES CENTRE OF COLUMN
- DENOTES 90 DEGREES

- PC DENOTES CENTRE OF COLUMN PROJECTED
- FC DENOTES FACE OF COLUMN PROJECTED
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- SZ DENOTES SHARED ZONE (CP)
- LB DENOTES LOADING BAY (CP)
- CS DENOTES CAR SPACE

ALL CAR SPACES ARE LIMITED IN HEIGHT TO 2.1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.



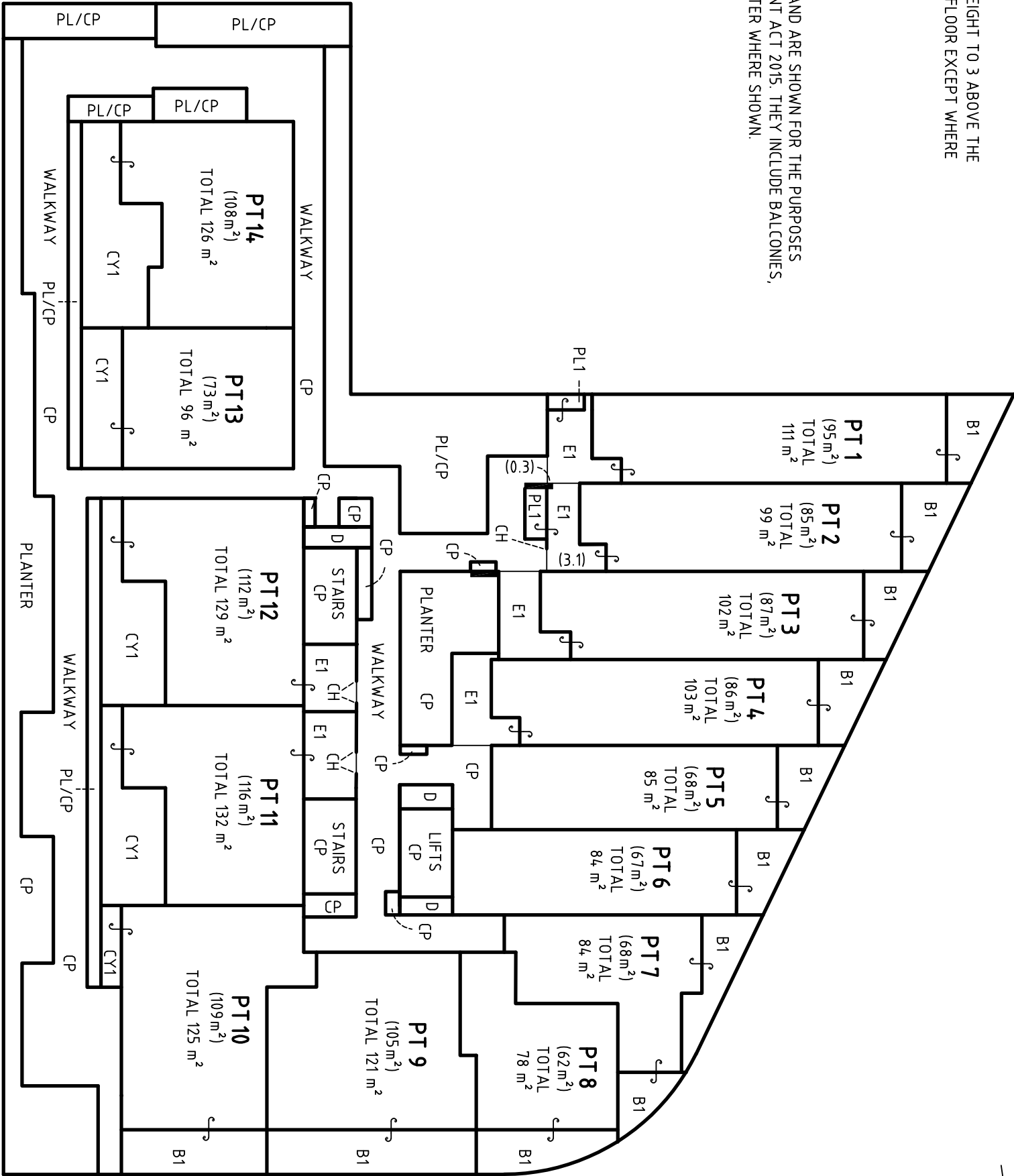
Surveyor: Name: CHRISTOPHER THOMAS NORTON Date: 19.12.22 Reference: 53028 SP	PLAN OF SUBDIVISION LOT 10 D.P.1287420	L.G.A. NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:250 Lengths are in metres	Registered: 01/02/2023	SP105877
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FLOOR PLAN

LEVEL 1

CH DENOTES CENTRE OF CONCRETE HOB
PL1 DENOTES COVERED PLANTER
E1 DENOTES COVERED ENTRY COURT
CY1 DENOTES COURTYARD LIMITED IN HEIGHT TO 3 ABOVE THE
UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE
COVERED WITHIN THIS LIMIT
B1 DENOTES COVERED BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCT (CP)
PL DENOTES PLANTER (CP)
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES
OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES,
COURTYARDS, ENTRY COURTS & PLANTER WHERE SHOWN.

— DENOTES CORNER OF COLUMN
└ DENOTES CORNER OF WALL



Surveyor:

Name: CHRISTOPHER THOMAS NORTON

Date: 19.12.22

Reference: 53028 SP

PLAN OF SUBDIVISION

LOT 10 D.P.1287420

L.G.A. NORTHERN BEACHES

Locality: DEE WHY

Reduction Ratio: 1:250

Lengths are in metres

Registered:



01/02/2023

SP105877

FLOOR PLAN

LEVEL 2

CH DENOTES CENTRE OF CONCRETE HOBB
E1 DENOTES COVERED ENTRY COURT

E1 DENOTES COVERED ENTRY COURT

B1 DENOTES COVERED BALCONY

CP DENOTES COMMON PROPERTY

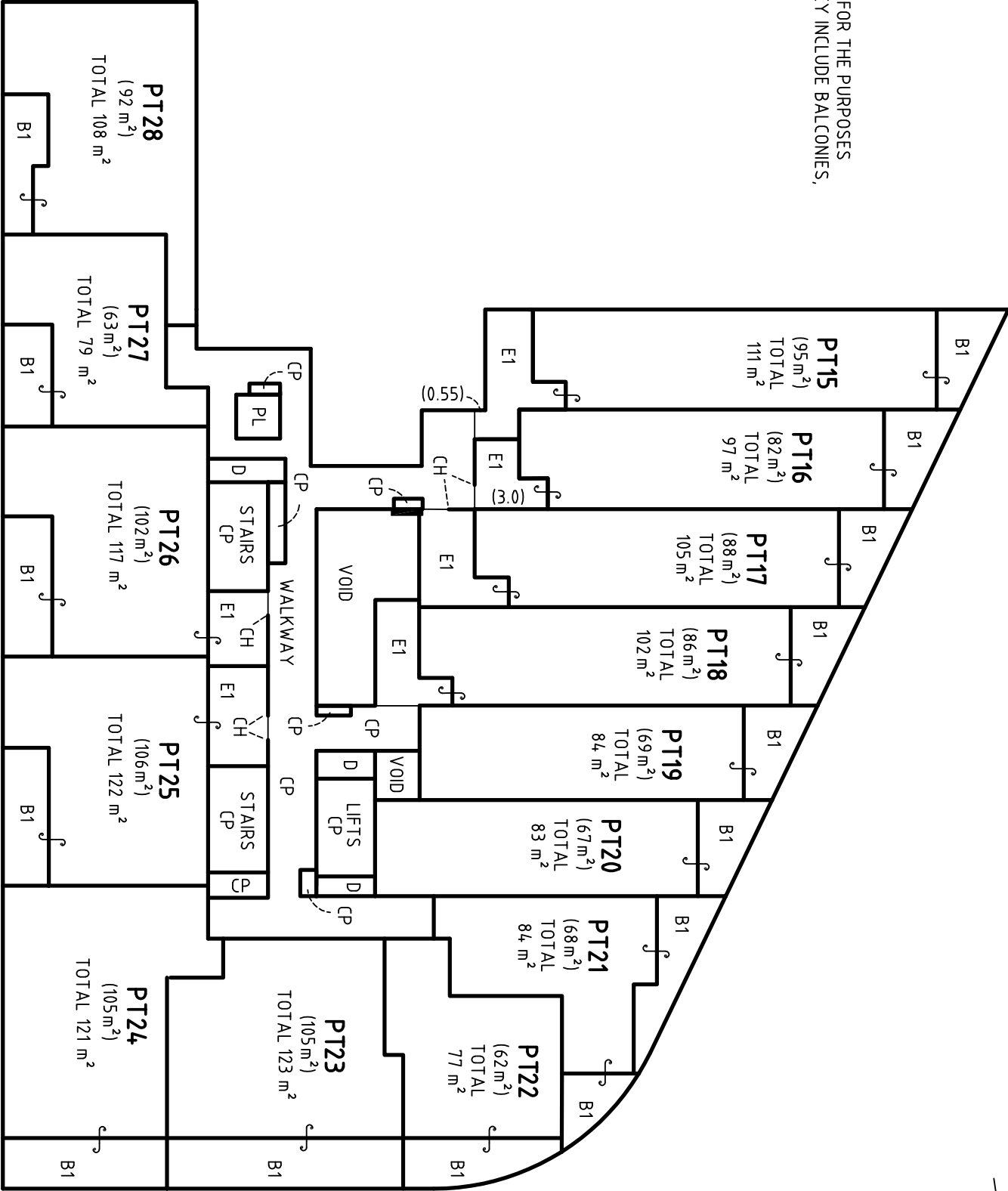
D DENOTES DUCT (CP)

PL DENOTES PLANTER (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES & ENTRY COURTS WHERE SHOWN.

— DENOTES CORNER OF COLUMN

T DENOTES CORNER OF WALL



PLAN OF SUBDIVISION

Name: CHRISTOPHER THOMAS NORTON

Date: 19.12.22

Reference: 53028 SP

L.G.A. NORTHERN BEACHES

Locality: DEE WHY

Reduction Ratio: 1:250

Lengths are in metres

Registered:



01/02/2023

SP105877

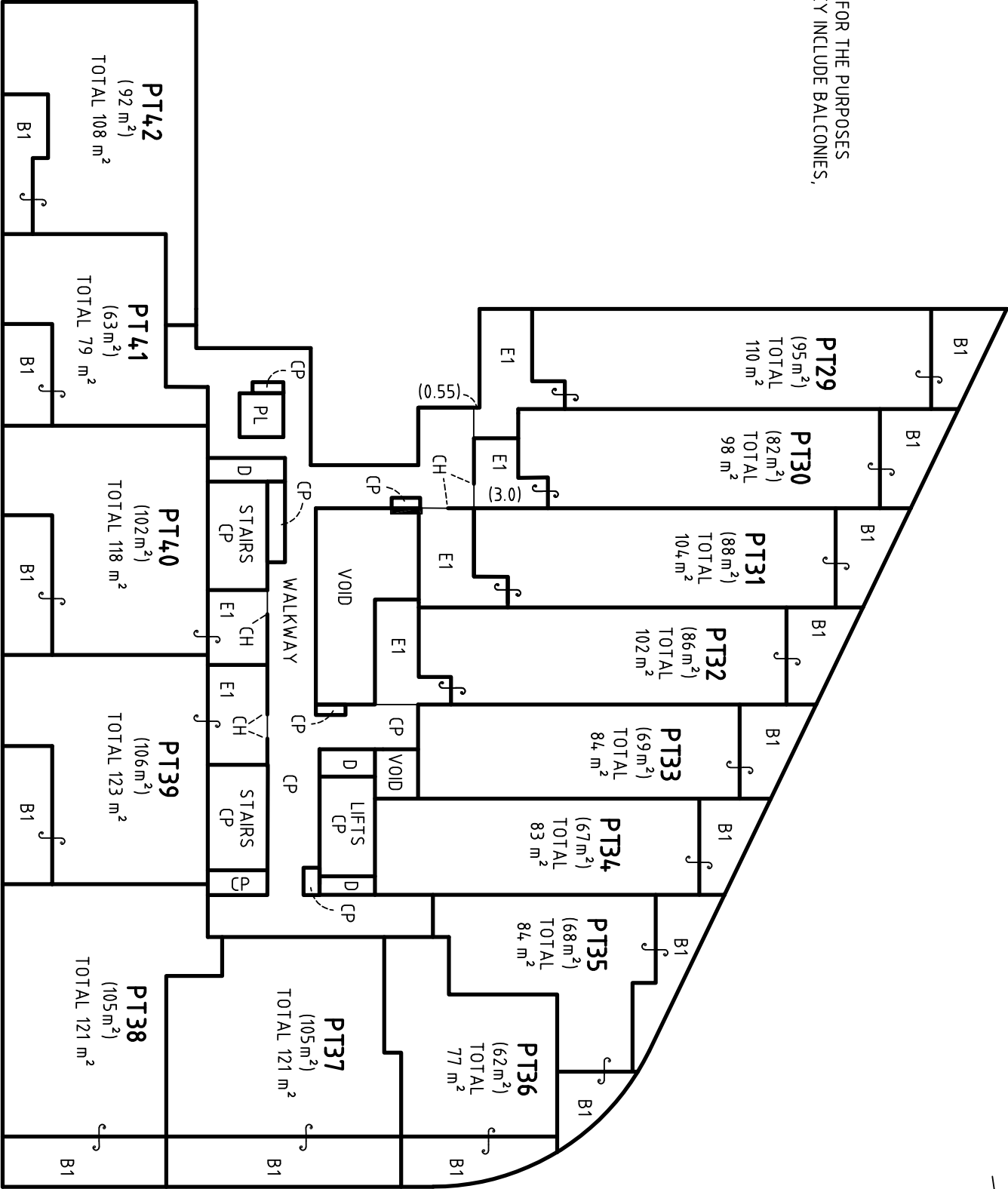
FLOOR PLAN
LEVEL 3



- CH DENOTES CENTRE OF CONCRETE HOB
- E1 DENOTES COVERED ENTRY COURT
- B1 DENOTES COVERED BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- PL DENOTES PLANTER (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, & ENTRY COURTS WHERE SHOWN.

- DENOTES CORNER OF COLUMN
- DENOTES CORNER OF WALL



Surveyor: Name: CHRISTOPHER THOMAS NORTON Date: 19.12.22 Reference: 53028 SP	PLAN OF SUBDIVISION LOT 10 D.P.1287420	L.G.A. NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:250 Lengths are in metres	Registered:  01/02/2023	SP105877
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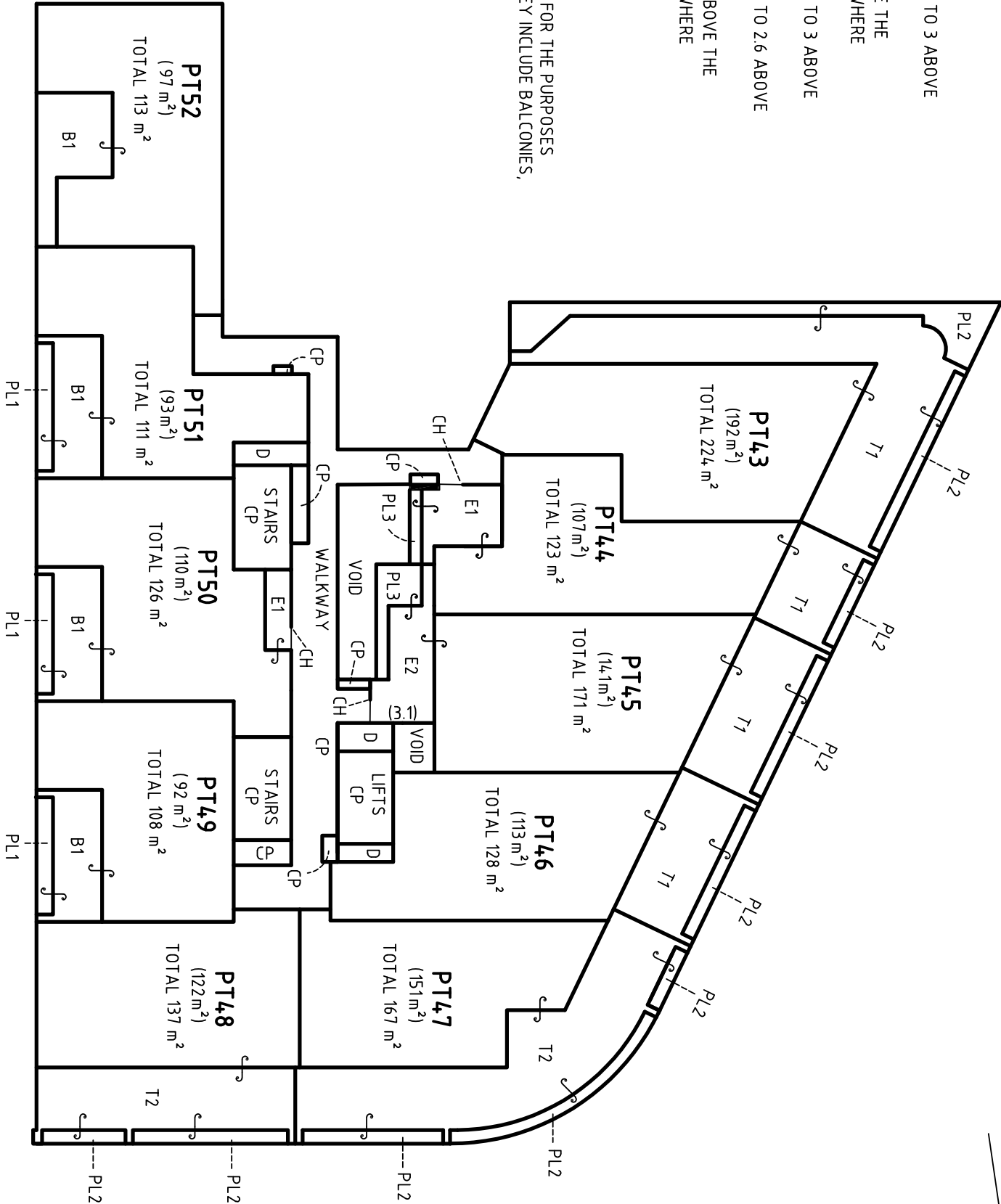
FLOOR PLAN

LEVEL 4



- CH DENOTES CENTRE OF CONCRETE HOB
 - PL1 DENOTES COVERED PLANTER
 - E1 DENOTES COVERED ENTRY COURT
 - B1 DENOTES COVERED BALCONY
 - T1 DENOTES TERRACE (UNCOVERED) LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 - T2 DENOTES TERRACE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - PL2 DENOTES PLANTER (UNCOVERED) LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 - PL3 DENOTES PLANTER (UNCOVERED) LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 - E2 DENOTES ENTRY COURT LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 - CP DENOTES COMMON PROPERTY
 - D DENOTES DUCT (CP)
- ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, TERRACES, ENTRY COURTS & PLANTER WHERE SHOWN.

- DENOTES CORNER OF COLUMN
- DENOTES CORNER OF WALL



Surveyor:

Name: CHRISTOPHER THOMAS NORTON

Date: 19.12.22

Reference: 53028 SP

PLAN OF SUBDIVISION

LOT 10 D.P.1287420

L.G.A. NORTHERN BEACHES

Locality: DEE WHY

Reduction Ratio: 1:250

Lengths are in metres

Registered:



01/02/2023

SP105877

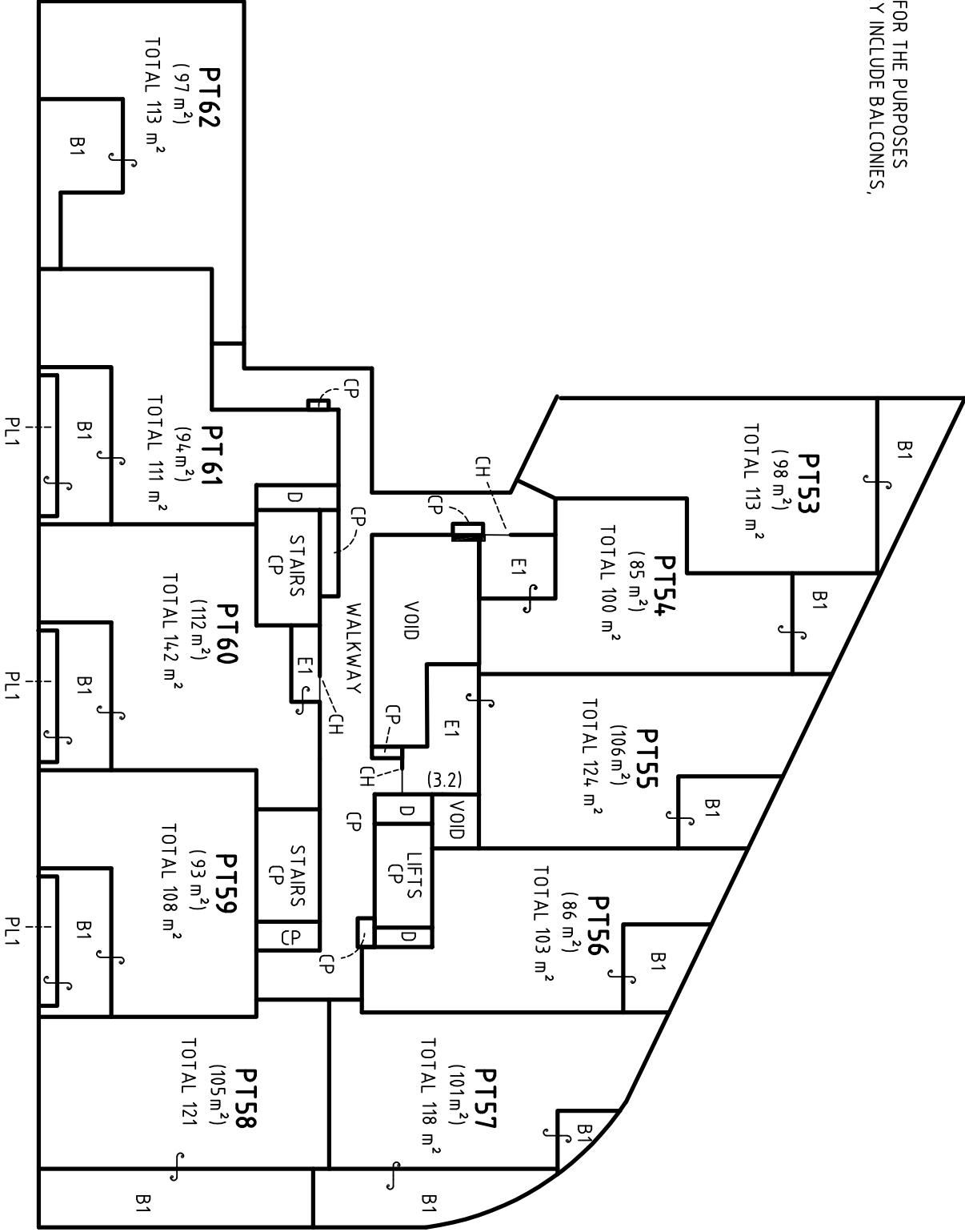
FLOOR PLAN
LEVEL 5



- CH DENOTES CENTRE OF CONCRETE HOB
- PL1 DENOTES COVERED PLANTER
- E1 DENOTES COVERED ENTRY COURT
- B1 DENOTES COVERED BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, PLANTERS & ENTRY COURTS WHERE SHOWN.

- DENOTES CORNER OF COLUMN
- DENOTES CORNER OF WALL



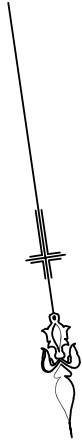
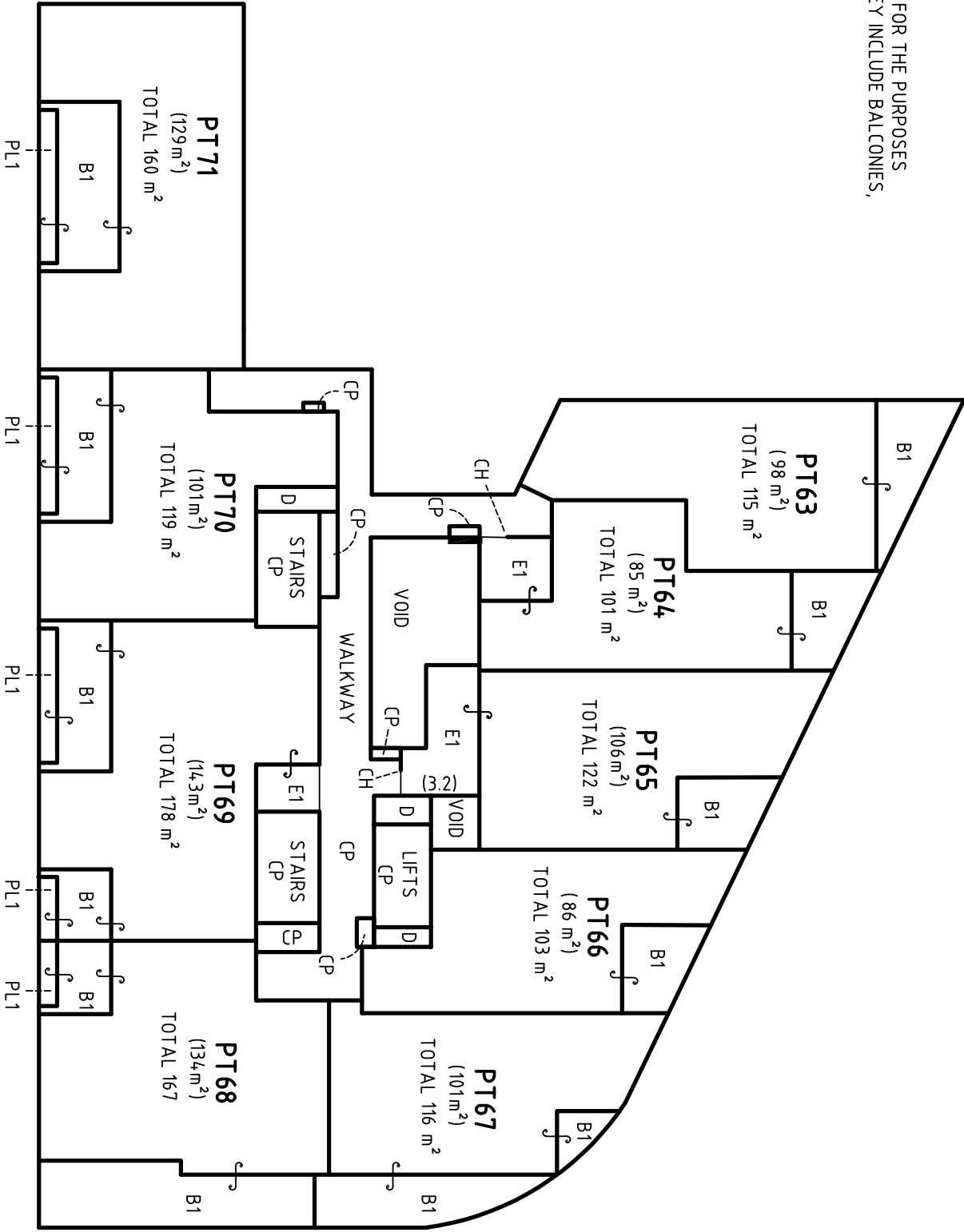
Surveyor: Name: CHRISTOPHER THOMAS NORTON Date: 19.12.22 Reference: 53028 SP	PLAN OF SUBDIVISION LOT 10 D.P.1287420	L.G.A. NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:250 Lengths are in metres	Registered:  01/02/2023	SP105877
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FLOOR PLAN
LEVEL 6

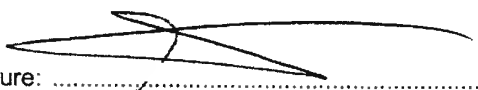
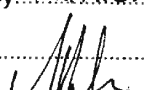
- CH DENOTES CENTRE OF CONCRETE HOB
- PL1 DENOTES COVERED PLANTER
- E1 DENOTES COVERED ENTRY COURT
- B1 DENOTES COVERED BALCONY
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)

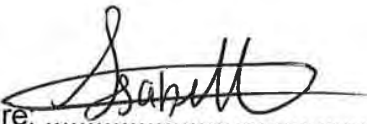
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, PLANTERS & ENTRY COURTS WHERE SHOWN.

-  DENOTES CORNER OF COLUMN
-  DENOTES CORNER OF WALL



Surveyor: Name: CHRISTOPHER THOMAS NORTON Date: 19.12.22 Reference: 53028 SP	PLAN OF SUBDIVISION LOT 10 D.P.1287420	L.G.A. NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:250 Lengths are in metres	Registered:  01/02/2023	SP105877
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)	
Office Use Only		Office Use Only			
Registered:  01/02/2023		SP105877			
PLAN OF SUBDIVISION LOT 10 D.P.1287420		LGA: NORTHERN BEACHES Locality: DEE WHY Parish: MANLY COVE County: CUMBERLAND			
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents No.2 Delmar Parade DEE WHY NSW 2099 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.			
Surveyor's Certificate I, CHRISTOPHER THOMAS NORTON of NORTON SURVEY PARTNERS P/L P.O. BOX 289 ROZELLE NSW 2039 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^  Signature: Date: 19.12.22 Surveyor ID: 1761 Surveyor's Reference: 53028 SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Registered Certifier) I, <u>ANTHONY ALLEN</u> being a Registered Certifier, registration number <u>BDC0004</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015. Certificate Reference: <u>243/2022</u> Relevant Planning Approval No.: <u>CDC 2022/81</u> issued by: <u>ANTHONY ALLEN (BDC0004)</u> Signature:  Date: <u>23/12/22</u> ^ Insert lot numbers of proposed utility lots.			
* Strike through if inapplicable					

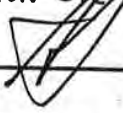
SP FORM 3.07 (2019)		STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)																																																																																																																																																																											
Office Use Only		Office Use Only																																																																																																																																																																													
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VALUER'S CERTIFICATE																																																																																																																																																																															
I, Isabelle Eltakchi of Property Logic Valuers being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: Australian Property Institute (API) Class of membership: Associate (AAPI) Membership number: 102346 certify that the unit entitlements shown in the schedule herewith were apportioned on 22 December 2022 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015 Signature:  Date: 22nd December 2022.....																																																																																																																																																																															
SCHEDULE OF UNIT ENTITLEMENT																																																																																																																																																																															
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"><thead><tr><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th></tr></thead><tbody><tr><td>1</td><td>106</td><td>21</td><td>97</td><td>41</td><td>101</td><td>61</td><td>142</td></tr><tr><td>2</td><td>102</td><td>22</td><td>96</td><td>42</td><td>140</td><td>62</td><td>144</td></tr><tr><td>3</td><td>102</td><td>23</td><td>149</td><td>43</td><td>180</td><td>63</td><td>146</td></tr><tr><td>4</td><td>102</td><td>24</td><td>156</td><td>44</td><td>135</td><td>64</td><td>109</td></tr><tr><td>5</td><td>100</td><td>25</td><td>145</td><td>45</td><td>171</td><td>65</td><td>145</td></tr><tr><td>6</td><td>100</td><td>26</td><td>145</td><td>46</td><td>145</td><td>66</td><td>140</td></tr><tr><td>7</td><td>96</td><td>27</td><td>100</td><td>47</td><td>151</td><td>67</td><td>143</td></tr><tr><td>8</td><td>95</td><td>28</td><td>138</td><td>48</td><td>154</td><td>68</td><td>187</td></tr><tr><td>9</td><td>148</td><td>29</td><td>109</td><td>49</td><td>138</td><td>69</td><td>193</td></tr><tr><td>10</td><td>154</td><td>30</td><td>105</td><td>50</td><td>161</td><td>70</td><td>151</td></tr><tr><td>11</td><td>145</td><td>31</td><td>105</td><td>51</td><td>139</td><td>71</td><td>180</td></tr><tr><td>12</td><td>145</td><td>32</td><td>105</td><td>52</td><td>141</td><td>72</td><td>257</td></tr><tr><td>13</td><td>101</td><td>33</td><td>102</td><td>53</td><td>145</td><td>73</td><td>226</td></tr><tr><td>14</td><td>140</td><td>34</td><td>102</td><td>54</td><td>107</td><td>74</td><td>212</td></tr><tr><td>15</td><td>107</td><td>35</td><td>98</td><td>55</td><td>144</td><td>75</td><td>6</td></tr><tr><td>16</td><td>104</td><td>36</td><td>98</td><td>56</td><td>139</td><td>76</td><td>6</td></tr><tr><td>17</td><td>104</td><td>37</td><td>151</td><td>57</td><td>142</td><td>77</td><td>6</td></tr><tr><td>18</td><td>104</td><td>38</td><td>157</td><td>58</td><td>154</td><td>TOTAL</td><td>10000</td></tr><tr><td>19</td><td>101</td><td>39</td><td>146</td><td>59</td><td>142</td><td></td><td></td></tr><tr><td>20</td><td>101</td><td>40</td><td>146</td><td>60</td><td>171</td><td></td><td></td></tr></tbody></table>								LOT	UE	LOT	UE	LOT	UE	LOT	UE	1	106	21	97	41	101	61	142	2	102	22	96	42	140	62	144	3	102	23	149	43	180	63	146	4	102	24	156	44	135	64	109	5	100	25	145	45	171	65	145	6	100	26	145	46	145	66	140	7	96	27	100	47	151	67	143	8	95	28	138	48	154	68	187	9	148	29	109	49	138	69	193	10	154	30	105	50	161	70	151	11	145	31	105	51	139	71	180	12	145	32	105	52	141	72	257	13	101	33	102	53	145	73	226	14	140	34	102	54	107	74	212	15	107	35	98	55	144	75	6	16	104	36	98	56	139	76	6	17	104	37	151	57	142	77	6	18	104	38	157	58	154	TOTAL	10000	19	101	39	146	59	142			20	101	40	146	60	171		
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SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 7 sheet(s)	
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This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
STREET ADDRESS SCHEDULE					
Lot	Sub-address Number	Address Number	Street Name	Street Type	Locality
CP		2	DELMAR	PARADE	DEE WHY
1	101	2	DELMAR	PARADE	DEE WHY
2	102	2	DELMAR	PARADE	DEE WHY
3	103	2	DELMAR	PARADE	DEE WHY
4	104	2	DELMAR	PARADE	DEE WHY
5	105	2	DELMAR	PARADE	DEE WHY
6	106	2	DELMAR	PARADE	DEE WHY
7	107	2	DELMAR	PARADE	DEE WHY
8	108	2	DELMAR	PARADE	DEE WHY
9	109	2	DELMAR	PARADE	DEE WHY
10	110	2	DELMAR	PARADE	DEE WHY
11	111	2	DELMAR	PARADE	DEE WHY
12	112	2	DELMAR	PARADE	DEE WHY
13	113	2	DELMAR	PARADE	DEE WHY
14	114	2	DELMAR	PARADE	DEE WHY
15	201	2	DELMAR	PARADE	DEE WHY
16	202	2	DELMAR	PARADE	DEE WHY
17	203	2	DELMAR	PARADE	DEE WHY
18	204	2	DELMAR	PARADE	DEE WHY
19	205	2	DELMAR	PARADE	DEE WHY
20	206	2	DELMAR	PARADE	DEE WHY
21	207	2	DELMAR	PARADE	DEE WHY
22	208	2	DELMAR	PARADE	DEE WHY
23	209	2	DELMAR	PARADE	DEE WHY
24	210	2	DELMAR	PARADE	DEE WHY
25	211	2	DELMAR	PARADE	DEE WHY
26	212	2	DELMAR	PARADE	DEE WHY
27	213	2	DELMAR	PARADE	DEE WHY
28	214	2	DELMAR	PARADE	DEE WHY
29	301	2	DELMAR	PARADE	DEE WHY
(CONTINUED ON SHEET 4)					
Surveyor's Reference: 53028 SP					

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 4 of 7 sheet(s)	
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STREET ADDRESS SCHEDULE (CONT.)					
Lot	Sub-address Number	Address Number	Street Name	Street Type	Locality
30	302	2	DELMAR	PARADE	DEE WHY
31	303	2	DELMAR	PARADE	DEE WHY
32	304	2	DELMAR	PARADE	DEE WHY
33	305	2	DELMAR	PARADE	DEE WHY
34	306	2	DELMAR	PARADE	DEE WHY
35	307	2	DELMAR	PARADE	DEE WHY
36	308	2	DELMAR	PARADE	DEE WHY
37	309	2	DELMAR	PARADE	DEE WHY
38	310	2	DELMAR	PARADE	DEE WHY
39	311	2	DELMAR	PARADE	DEE WHY
40	312	2	DELMAR	PARADE	DEE WHY
41	313	2	DELMAR	PARADE	DEE WHY
42	314	2	DELMAR	PARADE	DEE WHY
43	401	2	DELMAR	PARADE	DEE WHY
44	402	2	DELMAR	PARADE	DEE WHY
45	403	2	DELMAR	PARADE	DEE WHY
46	404	2	DELMAR	PARADE	DEE WHY
47	405	2	DELMAR	PARADE	DEE WHY
48	406	2	DELMAR	PARADE	DEE WHY
49	407	2	DELMAR	PARADE	DEE WHY
50	408	2	DELMAR	PARADE	DEE WHY
51	409	2	DELMAR	PARADE	DEE WHY
52	410	2	DELMAR	PARADE	DEE WHY
53	501	2	DELMAR	PARADE	DEE WHY
54	502	2	DELMAR	PARADE	DEE WHY
55	503	2	DELMAR	PARADE	DEE WHY
56	504	2	DELMAR	PARADE	DEE WHY
57	505	2	DELMAR	PARADE	DEE WHY
58	506	2	DELMAR	PARADE	DEE WHY
(CONTINUED ON SHEET 5)					
Surveyor's Reference: 53028 SP					

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 5 of 7 sheet(s)	
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STREET ADDRESS SCHEDULE (CONT.)					
Lot	Sub-address Number	Address Number	Street Name	Street Type	Locality
59	507	2	DELMAR	PARADE	DEE WHY
60	508	2	DELMAR	PARADE	DEE WHY
61	509	2	DELMAR	PARADE	DEE WHY
62	510	2	DELMAR	PARADE	DEE WHY
63	601	2	DELMAR	PARADE	DEE WHY
64	602	2	DELMAR	PARADE	DEE WHY
65	603	2	DELMAR	PARADE	DEE WHY
66	604	2	DELMAR	PARADE	DEE WHY
67	605	2	DELMAR	PARADE	DEE WHY
68	606	2	DELMAR	PARADE	DEE WHY
69	607	2	DELMAR	PARADE	DEE WHY
70	608	2	DELMAR	PARADE	DEE WHY
71	609	2	DELMAR	PARADE	DEE WHY
72	G01	2	DELMAR	PARADE	DEE WHY
73	G02	2	DELMAR	PARADE	DEE WHY
74	G03	2	DELMAR	PARADE	DEE WHY
75	n/a	2	DELMAR	PARADE	DEE WHY
76	n/a	2	DELMAR	PARADE	DEE WHY
77	n/a	2	DELMAR	PARADE	DEE WHY
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 34 OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE:					
1. RESTRICTION ON THE USE OF LAND					
Surveyor's Reference: 53028 SP					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 7 sheet(s)
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Execution by Registered Proprietor: Executed by Dee Why 1 Pty Ltd ACN 634 192 555 in accordance with Sec.127 of the Corporations Act 2001 in the presence of:  Arash Tavakoli Sole Director/Secretary Executed by Dee Why 2 Pty Ltd ACN 634 194 504 in accordance with Sec.127 of the Corporations Act 2001 in the presence of:  Arash Tavakoli Sole Director/Secretary		
Surveyor's Reference: 53028 SP		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 7 sheet(s)
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Execution by Mortgagee: Executed in accordance with section 127 of the Corporations Act by Gresham Property Funds Management Limited. ACN 092 191 270 Director:  Director/Secretary: Ami Simon Executed in accordance with section 127 of the Corporations Act by Gresham Property Funds Management Limited. ACN 092 191 270 Director:  Director/Secretary: MICHAEL BRUCE BURLEY		
Surveyor's Reference: 53028 SP		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 34 OF
THE STRATA SCHEMES DEVELOPMENT ACT 2015**

(Sheet 1 of 3 Sheets)

PLAN: **SP105877**

Plan of Subdivision of Lot 10 in DP1287420
Covered by Subdivision Certificate
No. 243/2022

**Full name and address of
the owner of the land:**

Dee Why 1 Pty Ltd ACN 634 192 555 and
Dee Why 2 Pty Ltd ACN 634 194 504
~~PO Box R351 Royal Exchange NSW 1225~~
Level 29, 2 Chifley Plaza, Sydney NSW 2000

PART 1

Number of item shown in the intention panel of the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Utility Lot Land	75, 76 and 77	The Common Property

PART 2

1. Terms of the Restriction on the Use of ~~Utility Lot~~ Land
- 1.1 The burdened lots are to be used for parking of a motor vehicle and not for human occupation and that a utility lot is for the use of a proprietor or occupier of another lot in the scheme which is not another utility lot.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 34 OF
THE STRATA SCHEMES DEVELOPMENT ACT 2015**

(Sheet 2 of 3 Sheets)

PLAN: **SP105877**

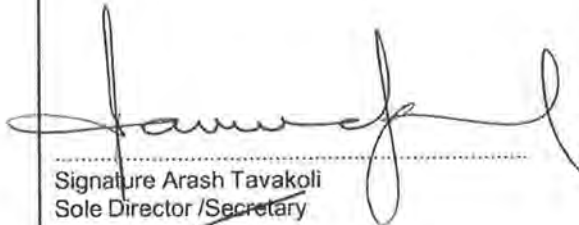
Plan of Subdivision of Lot 10 in DP1287420
Covered by Subdivision Certificate
No. 243/2022

EXECUTION:

Dated the _____ day of _____ 202

Registered Proprietor:

Executed by **Dee Why 1 Pty Ltd ACN 634 192 555** in accordance with section
127 of the *Corporations Act 2001* (C'th):


Signature Arash Tavakoli
Sole Director /Secretary

Executed by **Dee Why 2 Pty Ltd ACN 634 194 504** in accordance with section
127 of the *Corporations Act 2001* (C'th):


Signature Arash Tavakoli
Sole Director /Secretary

ANDREA LINZ is authorised to make the amendments on 25/1/2023

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 34 OF
THE STRATA SCHEMES DEVELOPMENT ACT 2015**

(Sheet 3 of 3 Sheets)

PLAN: **SP105877**

Plan of Subdivision of Lot 10 in DP1287420
Covered by Subdivision Certificate
No. 243/2022

Registered Mortgagee:

Executed by **Gresham Property Funds Management Limited**
~~as trustee for GPF No. 6~~ in accordance with section 127 of the
Corporations Act 2001 (Cth): ALN 092 191 270



*Director/~~Sole Director~~/~~Sole Secretary~~ (strike out as
applicable)

Ami Simon

Full name (please



*Director/~~Sole Director~~/~~Sole Secretary~~ (strike out as
applicable)

MICHAEL BRUCE BURLEY

Full name (please print)

REGISTERED:



01/02/2023

ANDREA LINZ is authorised to make the amendments on 25/11/2023.



Approved Form 7		Strata Plan By-Laws	Sheet 1 of 34 sheets
Registered:	Office Use Only	Office Use Only	
 01/02/2023		SP105877	

INSTRUMENT SETTING OUT THE DETAILS OF BY-LAWS TO BE CREATED UPON REGISTRATION OF THE STRATA PLAN

Strata Plan By-Laws

2 Delmar Parade, Dee Why

Approved Form 7	Strata Plan By-Laws	Sheet 2 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

INDEX

SECTION ONE – INTRODUCTION	4
1. NOISE.....	4
2. VEHICLES	4
3. OBSTRUCTION OF COMMON PROPERTY AND PREVENTION OF HAZARDS.....	4
4. BEHAVIOUR AND COMPLIANCE WITH BY-LAWS.....	4
5. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING.....	5
6. USE OF AND DAMAGE OF COMMON PROPERTY	5
7. CLEANING WINDOWS AND DOORS	6
8. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY	6
9. FLOOR COVERINGS.....	7
10. DRYING OF LAUNDRY ITEMS.....	8
11. BARBEQUE ON BALCONY	8
12. STORAGE ON COMMON PROPERTY	9
13. STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS.....	9
14. FIRE CONTROLS, EMERGENCY RESPONSE AND SECURITY GENERALLY	9
15. GARBAGE DISPOSAL	11
16. KEEPING ANIMALS	13
17. APPEARANCE OF LOT.....	14
18. PLANTER BOXES.....	14
19. WINDOW COVERINGS.....	15
20. INSTALLATIONS	15
21. CARRYING OUT BUILDING WORK	15
22. STRUCTURAL SUPPORT IN THE BUILDING	17
23. CHANGE IN USE OF LOT TO BE NOTIFIED	17
24. INSURANCE	18
25. USE OF STORAGE AND CARPARKING SPACES	18
26. USE OF RESIDENTIAL VISITOR CAR SPACES.....	18
27. USE OF RETAIL/COMMERCIAL VISITOR CAR SPACES.....	19
28. LIFT.....	19
29. EXCLUSIVE SERVICES	19
30. SIGNAGE.....	20
31. SIGNAGE FOR RETAIL LOTS	20

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

32.	NOTICE BOARD	21
33.	AGREEMENT WITH CARETAKER	21
34.	BUILDING MANAGEMENT AND AN OWNER AND OCCUPIER OF A LOT.....	22
35.	RULES.....	22
36.	EXCLUSIVE USE BY-LAWS.....	22
37.	AIR CONDITIONING FOR UNITS IN THE STRATA SCHEME	23
38.	RETAIL LOT FITOUT	24
39.	RETAIL LOT BUILDING WORKS	24
40.	CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES	27
41.	LOADING DOCK	27
42.	GREASE TRAP AND EXHAUST VENT	27
43.	OPERATION OF BUSINESSES FROM THE RETAIL LOTS	28
44.	SHOPFRONT OF RETAIL LOTS	29
45.	DEVELOPMENT APPLICATIONS.....	29
46.	RETAIL TOILETS AND WATER CLOSET.....	30
47.	DICTIONARY, INTERPRETATION AND PERFORMAMNCE OF OBLIGATIONS	30

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

SECTION ONE – INTRODUCTION

1. NOISE

An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

2. VEHICLES

As Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not park or stand any motor vehicle or other vehicle on Common Property except with the written approval of the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY AND PREVENTION OF HAZARDS

- (a) An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not obstruct the lawful use of Common Property by any person.
- (b) An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not do anything on the Lot or the Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

4. BEHAVIOUR AND COMPLIANCE WITH BY-LAWS

- (a) An Owner or Occupier of a Lot (or any invitees of the 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.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.
- (c) An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all the By-Laws, and that such invitees promptly leave the Building in the event of any non-compliance.
- (d) An Owner or Occupier of a Lot must not smoke when on Common Property and must ensure that there is no smoking on Common Property by any invitees of the Owner or Occupier.
- (e) If a Lot is leased or licensed, the Owner must make sure that the tenant or licensee and their invitees comply with all the By-Laws and the Owner must take all action available, including action under the lease or licence agreement to make them comply or leave the Strata Scheme.

Approved Form 7	Strata Plan By-Laws	Sheet 5 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

5. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

6. USE OF AND DAMAGE OF COMMON PROPERTY

6.1 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not:

- (a) do or permit anything to be done which might cause structural or other damage to the Building or Common Property including without limitation bringing into the Building any heavy equipment, plant, machinery or vehicle; or
- (b) interfere with any personal property or equipment of the Owners Corporation situated in or on the Common Property; or
- (c) interfere with the proper operation of any equipment in or on the Common Property including without limitation lifts and security devices.

6.2 An Owner or Occupier of a Lot must

- (a) only use the Common Property and any equipment situated there for its intended purpose;
- (b) notify the Owners Corporation if there is any damage to or defect in the Common Property or any equipment situated there; and
- (c) reimburse the Owners Corporation for the costs of any damage to Common Property caused by an Owner or Occupier of a Lot (or any invitees of that Owner or Occupier).

6.3 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the prior written approval of the Owners Corporation.

6.4 An approval given by the Owners Corporation under By-Law 6.3 cannot authorise any additions to the Common Property.

6.5 By-Law 6.3 does not prevent an Owner or person authorised by the Owner from installing:

- (a) any lock for protection of the Owner's Lot against intruders; or
- (b) any structure or device to prevent harm to children,

provided always that the BCA provisions and all relevant building and fire safety codes and regulations are complied with.

6.6 Any such lock, structure or device referred to in By-Law 6.5 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.

Approved Form 7	Strata Plan By-Laws	Sheet 6 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

- 6.7 Notwithstanding By-Laws 6.5 and 6.6, an Owner or Occupier of a Lot must not install or attach any security grille to the exterior windows or doors of their Lot (including entry).
- 6.8 Notwithstanding By-Laws 6.5 and 6.6, an Owner or Occupier of a Lot must not install or attach any flyscreen that has not been approved by the Owners Corporation or its Executive Committee to the exterior windows of their Lot. Decoratively framed flyscreens that alter the appearance of the building are not permitted.
- 6.9 Despite By-Law 6.3 and despite section 106 of the Management Act, the Owner of a Lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 6.5 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 lock, structure or device referred to in By-Law 6.5 that forms part of the Common Property and that services the Lot.
- 6.10 An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
 - (b) use for his or her own purposes as a garden any portion of the Common Property.
- 6.11 An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not feed or in any way attempt to attract pigeons, seagulls or any other bird or animal at or near any boundary of a Lot or any part of a Lot or the Common Property.

7. CLEANING WINDOWS AND DOORS

- 7.1 An Owner or Occupier of a Lot must keep clean all glass in windows and all doors and all balustrades on the boundary of the Lot, including so much thereof as is Common Property, unless:
- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- 7.2 In the event that the Owners Corporation makes a resolution in accordance with By-Law 7.1(a), the Owners Corporation shall be entitled to access the external areas of a Lot upon no less than two (2) business days' notice to the Owner or Occupier of a Lot for the purposes of carrying out the cleaning of external glass windows and doors.
- 7.3 An Owner or Occupier of a Lot must report any breakages to the Owners Corporation.

8. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

Approved Form 7	Strata Plan By-Laws	Sheet 7 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

- 8.1 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building except in accordance with this By-Law 8 and only after sufficient notice has first been given to the Executive Committee or the Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.
- 8.2 Before an Owner or Occupier (or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the Building (Removals), the Owner or Occupier must make arrangements with the Executive Committee or the Manager in writing within a reasonable time (at least 24 hours) before Removals are carried out:
- (a) to book the lift;
 - (b) to ensure that lift covers are in place;
 - (c) to give notice of any necessary security arrangements; and
 - (d) to notify any representative of the Owners Corporation (if considered necessary).
- 8.3 Removals may only be carried out on Monday to Saturday between the hours of 9.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.
- 8.4 An Owner or Occupier of a Lot must ensure that:
- (a) all Removals are to be carried out in the lift booked with the Executive Committee or the Manager; and
 - (b) all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Scheme and its surrounds; and
 - (c) all Removals are transported in the manner reasonably directed by the Executive Committee or the Manager; and
 - (d) all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building designated for such purposes.
- 8.5 In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this By-Law 8, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.
- 8.6 For the purposes of this By-Law 8, "goods and equipment" includes construction materials, construction equipment and the like.

9. FLOOR COVERINGS

Approved Form 7	Strata Plan By-Laws	Sheet 8 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

9.1 An Owner or Occupier of a Lot must:

- (a) not replace or remove any flooring in the Lot (including but not limited to flooring comprising timber, parquetry, marble, stone or other hard surface extant at the date of registration of this By-Law) without the prior written consent of the Owners Corporation; and
- (b) ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

9.2 In the event that an Owner or Occupier of a Lot wishes to replace or remove any existing flooring in the Lot with another type of flooring (other than carpet), the Owner acknowledges and understands that the minimum standard to be achieved for any such floor finish must be the current minimum standard prescribed under the BCA as amended from time to time. Further, an Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of flooring with the prior written consent of the Owners Corporation, to demonstrate compliance with this By-Law.

9.3 This By-Law 9 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

10. DRYING OF LAUNDRY ITEMS

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding; clothing or other article on any part of the Parcel in such a way as to be visible from outside the Building.

11. BARBEQUE ON BALCONY

11.1 An Owner or Occupier of a Lot may store and operate a portable barbeque on their balcony if:

- (a) it will not, and is not likely to, cause damage to the Building, property of another Owner or Occupier or neighbouring property; and
- (b) is not or is not likely to become dangerous (e.g. a lightweight portable barbeque likely to be blown away in windy conditions) or create a nuisance (e.g. by excessive or smoke): and
- (c) it is kept covered when it is not in operation: and
- (d) it is kept clean and tidy.

11.2 An Owner or Occupier of a Lot may store and operate the following types of portable barbeques on their Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

An Owner or Occupier of a Lot may not store or operate a portable barbeque on their balcony if that portable barbeque has no cover.

Approved Form 7	Strata Plan By-Laws	Sheet 9 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

11.3 An Owner or Occupier of a Lot may only operate their barbeque between 9.00am and 10.00pm or during other hours approved by the Owners Corporation.

11.4 When an Owner or Occupier of a Lot uses a barbeque, it must not create smoke, odours or noise which causes a nuisance to or interferes unreasonably with another Owner or Occupier.

12. STORAGE ON COMMON PROPERTY

12.1 An Owner or Occupier of a Lot must:

- (a) not store any goods and belongings on Common Property or on any areas designated for access:
- (b) do all things reasonably necessary to ensure that driveways and other areas designated for access are kept clear and trafficable at all times.

12.2 This By-Law does not apply to any garbage or recyclable waste disposed of and stored temporarily in the proper receptacles in areas designated for such purposes in any Common Property garbage room, in accordance with the provisions of By-Law 15.

13. STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

13.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Common Property any flammable chemical, liquid or gas or other flammable material, or containers for such materials.

13.2 By-Law 13.1 does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. FIRE CONTROLS, EMERGENCY RESPONSE AND SECURITY GENERALLY

14.1 The Owners Corporation must take reasonable steps to prevent fires and other hazards.

14.2 The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

- (a) not interfere with fire safety and control devices and equipment within a Lot or on Common Property, including without limitation painting over or otherwise interfering with any fire or smoke detectors installed within a Lot;
- (b) at all reasonable times, provide access to their Lot to the Owners Corporation (or to contractors engaged by it) for the purposes of inspection, maintenance, repair or replacement of any fire safety and control devices and equipment located in, or accessible only from within, the Lot;
- (c) not obstruct any fire stairs or fire escapes in the Building;
- (d) take reasonable care to make sure that fire and security doors are locked or closed when not in use; and

Approved Form 7	Strata Plan By-Laws	Sheet 10 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
SP105877		

- (e) otherwise comply with all laws and the requirements of Council and any other relevant and competent authority regarding fire regulations.
- 14.3 In order to carry out the above matters and any of its other obligations, the Owners Corporation may:
- (a) install and operate fire safety and control devices and equipment; and
 - (b) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control devices and equipment.
- 14.4 Without limiting the foregoing, in the event of any failure by the Owner or Occupier of a Lot to comply with any provision of By-Law 14.2, then the Owners Corporation shall be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.
- 14.5 Within 2 months from the date of registration of these By-Laws, the Owners Corporation shall adopt an emergency response and evacuation plan, which must provide for the safety of Owners and Occupiers in case of an emergency including:
- (a) an evacuation plan in the case of an emergency due to fire, explosion or other emergency;
 - (b) provision for the appointment of a nominated person by the Occupiers of the Building to ensure compliance with the emergency response and evacuation plan;
 - (c) requirements for maintenance operations, testing and certification procedures for fire safety and control devices and equipment and other safety equipment.
- 14.6 The Owners Corporation must take reasonable steps to stop intruders from coming into the Building. In order to do so, the Owners Corporation may:
- (a) install and operate security cameras and other surveillance equipment on the Common Property;
 - (b) install and operate safety devices and equipment on the Common Property; and
 - (c) make arrangements with third parties about the installation, maintenance and operation of such equipment.
- 14.7 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must:
- (a) not interfere with security or surveillance equipment in the Building; or
 - (b) do anything which might prejudice the security or safety of the Building.
- 14.8 Security – general
- (a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

Approved Form 7	Strata Plan By-Laws	Sheet 11 of 34 sheets
Registered:  01/02/2023	Office Use Only SP105877	

- (b) Owners and Occupiers must close all security doors and gates when they pass through them.
- (c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- (d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- (e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

14.9 Access

If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict, by means of Security Key, access to one level of the Building to any other level.

14.10 Restricted access

- (a) If the Owners Corporation restricts access under By-Law 14.9, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- (b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- (c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

14.11 Owners Corporation may re-code security keys

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

14.12 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

15. GARBAGE DISPOSAL

- 15.1 No garbage collection associated with Retail Lots is permitted between 10 pm and 6 am on any day.

Approved Form 7	Strata Plan By-Laws	Sheet 12 of 34 sheets
Registered:  01/02/2023	Office Use Only SP105877	

- 15.2 Each Owner or Occupier of a Retail Lot within the building must in a proper and timely manner and at its own cost dispose of its waste and rubbish in the designated retail waste room and ensure that garbage from his garbage bin is made available for collection by their waste collector.
- 15.3 The Owners Corporation may rectify any failure of an Owner or Occupier to comply with this by- law and recover the cost of doing so from the Owner of the relevant Retail Lot in respect of which the failure has occurred.
- 15.4 Garbage collection associated with the Residential Lots shall be restricted to 6 am to 6 pm Monday to Sunday.
- 15.5 The Owner or Occupier of a Lot:
- (a) must dispose of recyclable waste by placing it in an appropriate container in the appropriate garbage room located on the Common Property;
 - (b) must ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
 - (c) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled; and
 - (d) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.
- 15.6 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 likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- 15.7 Garbage Chute
- (a) Owners and Occupiers jointly have use of the garbage chute for the disposal of household garbage according to this By-Law.
 - (b) Owners and Occupiers must drain and securely wrap any household garbage and put same in the garbage chute.
 - (c) Owners and Occupiers must not:
 - (i) leave garbage or recyclable materials on Common Property except according to this By-Law;
 - (ii) put bottles or glasses in the garbage chute;
 - (iii) put liquids in the garbage chute;
 - (iv) put items such as broom and mop handles, coat hangers or umbrellas or that weigh more than 2.5 kilograms in the garbage chute; or put boxes or large articles in the garbage chute.

Approved Form 7	Strata Plan By-Laws	Sheet 13 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

15.8 Owners and Occupiers of a Lot must use the garbage room designated on the ground floor of the Building for boxes or large articles (weighing over 2.5 kilograms).

16. KEEPING ANIMALS

16.1 Subject to section 139(5) of the Management Act, an Owner or Occupier of a Lot must not keep any animal on the Lot or the Common Property without obtaining the prior written consent of the Owners Corporation.

16.2 Despite By-Law 16.1 but subject always to By-Laws 16.3, 16.5 and 16.6, an Owner or Occupier of a Residential Lot may keep on the Lot:

- (a) one small dog (being a breed of dog which does not exceed 20 kilograms at its fully-grown stage); or
- (b) one cat; or
- (c) one small caged bird; or
- (d) fish kept in a secure aquarium

without the need to obtain the prior written consent of the Owners Corporation.

16.3 If an Owner or Occupier of a Lot keeps a small dog or a cat or a small caged bird on the Lot permitted under By-Law 16.2, then the Owner or Occupier must:

- (a) notify the Owners Corporation that the animal is kept on the Lot; and
- (b) keep the animal within the Lot; and
- (c) carry the animal when it is on the Common Property; and
- (d) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal; and
- (e) ensure that the behaviour of the animal (including but not limited to noise) does not interfere with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (f) indemnify the Owners Corporation for any:
 - (i) damage to or loss of property caused by the animal; and
 - (ii) injury to any person caused by the animal; and
 - (iii) noise which is disturbing to the extent that it is unreasonable.

16.4 If the Owners Corporation gives its prior written consent under By-Law 16.1 to the keeping of an animal, then an Owner or Occupier of a Lot seeking such approval acknowledges that the Owners Corporation may impose such conditions as to the keeping of such an animal in that Owner or Occupiers Lot and whilst on Common Property as the Owners Corporation thinks fit.

Approved Form 7		Strata Plan By-Laws		Sheet 14 of 34 sheets	
Registered:		Office Use Only		Office Use Only	
 01/02/2023		SP105877			

16.5 Despite the provisions of By-Law 16.2, on no account is an Owner or Occupier of a Lot permitted to keep in that Lot any:

- (a) pit bull terrier;
- (b) Japanese tosa;
- (c) other outcross;
- (d) dog prohibited from importation into Australia by the Commonwealth government; or
- (e) unregistered dog or any dog declared as dangerous under the Companion Animals Act 1998 from time to time.

16.6 The Owners Corporation may withdraw its consent to the keeping of an animal under this By-Law 16 at any time if the animal becomes vicious, noisy, offensive or a nuisance. If the Owners Corporation withdraws its consent to the keeping of an animal under this By-Law, the Owner or Occupier must remove the animal immediately from the Strata Scheme and keep the animal away from the Strata Scheme.

17. APPEARANCE OF LOT

The Owner or Occupier of a Lot must not, except with the prior written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the building.

18. PLANTER BOXES

18.1 An Owner or Occupier whose Lot includes a Planter Box on the boundary of the Lot or balcony adjoining, or within the Lot must ensure that:

- (a) so far as is practicable, any grass and plants in the Planter Box are maintained in a healthy and vigorous condition, and is in keeping with the appearance of the Building;
- (b) any grass which is damaged, diseased or dies, is promptly replaced, where practicable, with grass or a plant of the same species and similar size, or with another plant as agreed with the Owners Corporation;
- (c) the Planter Box and irrigation system are properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and
- (d) the irrigation system is not turned off, removed or otherwise interfered with.

18.2 If an Owner or Occupier fails to comply with this By-Law 18 the Owners Corporation may give notice requiring compliance.

18.3 If an Owner or Occupier fails to comply with a notice given under this By-Law 18, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this By-Law 18.

Approved Form 7	Strata Plan By-Laws	Sheet 15 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

- 18.4 Any expense incurred by the Owners Corporation under this By-Law is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

19. WINDOW COVERINGS

- 19.1 Any curtain, shutter or blind in a window or door, which faces public or common areas, must have a backing coloured white or off-white unless otherwise authorised in writing by the Owners Corporation, and must not detract from the visible amenity of the Building and must be in keeping with the rest of the Building.
- 19.2 An Owner or an Occupier of a Lot must not install vertical blinds or venetian blinds.
- 19.3 If curtains are installed by an Owner or an Occupier of a Lot they must be sheer curtains or block out curtains with a lining in white or off-white to the outside face, and with no other colour showing to the outside face.
- 19.4 If roller blinds or shutters are installed by an Owner or an Occupier of a Lot they must have a white or off-white outside face, and with no other colour showing to the outside face.
- 19.5 An Owner or an Occupier of a Lot must not install any awnings to their windows or electronic sunscreens that are visible from outside the Lot, unless the prior written consent of the Owners Corporation is obtained.

20. INSTALLATIONS

- 20.1 An Owner or Occupier of a Lot must not:
- (a) operate electronic equipment or devices which interfere with equipment or appliances in other Lots or on Common Property;
 - (b) install or operate security devices which have an audible signal or alarm: or
 - (c) attach or hang aerial, satellite dishes or other external transmission devices, security devices or electronic wires on the exterior of their Lot or on Common Property; or
 - (d) install or affix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the balcony or terrace of a Lot that are:
 - (e) attached to Common Property; or
 - (f) visible from outside the Lot; or
 - (g) install, fit, remove or alter any lock or other door hardware which will reduce the fire rating of the entrance door to any Lot below the rating required by the BCA for such entrance door.
- 20.2 Except where these By-Laws state to the contrary, an Owner or Occupier must properly maintain and keep in good repair any dedicated equipment or installation which services their Lot.

21. CARRYING OUT BUILDING WORK

Approved Form 7	Strata Plan By-Laws	Sheet 16 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

- 21.1 An Owner or Occupier of a Lot must comply with this By-Law 21 if it wants to:
- (a) carry out building works or alterations in the Building (including to that Owner or Occupier's Lot);
 - (b) carry out works to services in the Building (including to that Owner or Occupier's Lot): or
 - (c) alter the structure of the Lot.
- 21.2 An Owner or Occupier of a Lot may carry out minor works and alterations to their Lot without the need for consent from the Owners Corporation. For the purposes of this By-Law 21.2, "minor works and alterations" include refurbishment works, fit out works and modification works to the interior of a Lot that:
- (a) are carried out in compliance with these By-Laws: and
 - (b) do not in any way affect any structural or Common Property walls, ceilings, columns, services, acoustically treated or fire rated surfaces; and
 - (c) do not constitute a significant impact on the amenity of living in the Building.
- Such minor works and alterations shall also include the painting or the fixing of fixtures and fittings to interior walls of a Lot provided that no claim or repair or rectification of the Common Property is required or to be made by the Owners Corporation in connection with or resulting from these minor works or alterations.
- 21.3 If an Owner or Occupier of a Lot proposes to undertake minor works or alterations to their Lot that, pursuant to By-Law 21.2, do not require the consent of the Owners Corporation, then the Owner or Occupier of the Lot must, prior to commencing such minor works or alterations, give the Owners Corporation not less than 14 days advance written notice describing the proposed works and the likely timeframe for carrying out such works.
- 21.4 Despite any other By-Law, the Owners Corporation must not approve:
- (a) penetrations to the existing facade of the Building; or
 - (b) any works to a Lot relating to an unlawful purpose or a prohibited use.
- 21.5 Should an Owner or Occupier of a Lot wish to carry out any works that are not minor works and alterations and/or which require alteration to the structure of the Building, then the Owner or Occupier of a Lot must comply with the provisions of By-Law 22.
- 21.6 Before carrying out any works or alterations referred to in By-Law 21.1 that are not minor works or alterations referred to in By-Law 21.2 and/or which otherwise require the consent of the Owners Corporation, an Owner or Occupier of a Lot must:
- (a) obtain the prior written consent from the Owners Corporation to such works or alterations; and
 - (b) if required By-Law, obtain the prior written consent of Council and any other relevant and competent authority.

Approved Form 7	Strata Plan By-Laws	Sheet 17 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

21.7 The Owners Corporation may not unreasonably withhold its consent to any works or alterations proposed to be carried out by an Owner or Occupier of a Lot if:

- (a) the works are consistent with the use of the Lot for a proper lawful purpose;
- (b) the use of Common Property by other Owners and Occupiers will not be adversely affected: and
- (c) the Owner of the Lot enters into a covenant (binding on successors, assigns or transferees) with the Owners Corporation to comply with any and all conditions which the Owners Corporation may reasonably require.

21.8 The Owners Corporation must give its consent pursuant to this By-Law 21 to any proposed works or alterations within a reasonable time.

21.9 When carrying out any works pursuant to this By-Law 21, an Owner or Occupier of a Lot must

- (a) before commencing the works or alterations, find out where the services lines or pipes are located; and
- (b) not damage the service lines or pipes or interrupt services; and
- (c) carry out works or alterations in a proper manner, without undue delay and to the reasonable satisfaction of the Owners Corporation, Council and any other relevant authority; and
- (d) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (e) repair any and all damage to the Common Property or to another Owner or Occupier (including another Owner or Occupier's Lot) caused by the carrying out of such works or alterations.

22. STRUCTURAL SUPPORT IN THE BUILDING

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

23. CHANGE IN USE OF LOT TO BE NOTIFIED

23.1 Nothing in this By-Law 23 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of Council and with all relevant and competent authorities, and in accordance with these By-Laws.

23.2 An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as residential premises.

Approved Form 7	Strata Plan By-Laws	Sheet 18 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

24. INSURANCE

- 24.1 An Owner or Occupier of a Lot must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.
- 24.2 If the Owners Corporation gives an Owner or Occupier of a Lot consent under this By-Law. It may make conditions that require an Owner or Occupier of a Lot to reimburse the Owners Corporation for any increased premium. If an Owner or Occupier of a Lot do not agree with the conditions, the Owners Corporation may refuse its consent.
- 24.3 An Owner or Occupier of a Lot must not do or permit anything to be done that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 24.4 An Owner or Occupier of a Lot must notify the Owners Corporation if that Owner or Occupier changes the existing use of the Lot in such a way that may affect the insurance premiums effected by the Owners Corporation for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot). If the use of a Lot by an Owner or Occupier results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation for the Strata Scheme, the Owner of the relevant Lot must pay that increase in premium to the Owners Corporation within 10 business days of notification in writing by the Owners Corporation.

25. USE OF STORAGE AND CARPARKING SPACES

An Owner or Occupier of a Lot can use the storage spaces or car parking space/s attached to or forming part of that Owner or Occupier's Lot (if any) for the purposes of storage, parking motor vehicles or parking motor bikes.

26. USE OF RESIDENTIAL VISITOR CAR SPACES

- 26.1 An Owner or Occupier of a Lot must:
- (a) comply with any rules made by the Owners Corporation in respect to using the Residential Visitor Car Spaces;
 - (b) comply with the By-Laws when using the Residential Visitor Car Spaces;
 - (c) not park or stand any vehicle in a Residential Visitor Car Space;
 - (d) not permit a Visitor of the Owner or Occupier to park or stand a vehicle in a Residential Visitor Car Space for longer than forty-eight (48) hours in any one period;
 - (e) not permit any contractor or employee of the Owner or Occupier to park or stand a vehicle in a Residential Visitor Car Space;
 - (f) not permit a Visitor of the Owner or Occupier to park in the Residential Visitor Car Space which is designated as disabled parking unless their Visitor holds a mobility parking scheme permit issued by a government agency.

Approved Form 7	Strata Plan By-Laws	Sheet 19 of 34 sheets
Registered:  01/02/2023	Office Use Only SP105877	

27. USE OF RETAIL/COMMERCIAL VISITOR CAR SPACES

27.1 An Owner or Occupier of a Retail Lot or Commercial Lot must:

- (a) comply with any rules made by the Owners Corporation in respect to using the Retail/Commercial Visitor Car Spaces;
- (b) comply with the By-Laws when using the Retail/Commercial Visitor Car Spaces;
- (c) not park or stand any vehicle in a Retail/Commercial Visitor Car Space;
- (d) not permit a Visitor of the Owner or Occupier to park or stand a vehicle in a Retail/Commercial Visitor Car Space for longer than forty-eight (48) hours in any one period;
- (e) not permit any contractor or employee of the Owner or Occupier to park or stand a vehicle in a Retail/Commercial Visitor Car Space;
- (f) not permit a Visitor of the Owner or Occupier to park in the Retail/Commercial Visitor Car Space which is designated as disabled parking unless their Visitor holds a mobility parking scheme permit issued by a government agency.

28. LIFT

The Owner and Occupier of a Lot is entitled, in common with all other Owners and Occupiers of Lots in the Building, to the exclusive use and enjoyment of the lift located in the Building and the Owners Corporation will be solely responsible for the cost of proper maintenance of the lift and keeping it in a state of good repair.

29. EXCLUSIVE SERVICES

- 29.1 The Owners or Occupiers of each Lot have the right to exclusive use and enjoyment of any service that exclusively services their individual Lots that are located in and forming part of the Common Property (Exclusive Services).
- 29.2 The Owners or Occupiers of each Lot are responsible, at their cost, for the ongoing repair and maintenance of the Exclusive Services and must keep the Exclusive Services in good repair and condition.
- 29.3 In the event that the Owners or Occupiers or persons authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this By-Law, the Original Owner during the initial period or the Owners Corporation following the expiration of the Initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-Law 29. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 29.4 The terms of this By-Law 29 apply, but only to the extent they are not inconsistent with, the more specific terms set out in this By-Law in respect of:
- (a) the Air Conditioning Equipment referred in By-Law 37;

Approved Form 7	Strata Plan By-Laws	Sheet 20 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

- (b) the Lift referred in By-Law 26; and
- (c) Retail Lots – Grease trap and exhaust vent referred in By-Law 42.

30. SIGNAGE

- 30.1 Subject to By-Law 30.3, and except for the Original Owner, the Owner and Occupier of a Lot must not, without the prior approval in writing of the Owners Corporation, erect any advertising or other signs in or on the exterior of the Building, or on the interior of the Building visible from the Common Property or visible from outside the Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease.
- 30.2 The rights granted to the Original Owner pursuant to By-Law 30.1 continue until the Original Owner completes the sale of all Lots in the Building.
- 30.3 The Owners Corporation may make, amend or repeal this By-Law only:
- (a) with the written consent of the Original Owner, whilst the Original Owner is the Owner of a Lot or Lots in the Building; and
 - (b) in accordance with a special resolution.
- 30.4 Subject to By-Law 30.3, no writing, drawing, sign board, plate, placard, banner, signal, advertisement or illumination may be inscribed or exposed on or at any window or other part of the Building, and no article may be projected out of any window or over any balcony without the prior approval in writing of the Owners Corporation.

31. SIGNAGE FOR RETAIL LOTS

- 31.1 Notwithstanding By-Law 30 an Owner or Occupier of a Retail Lot may install external signage on the external face of the Building adjacent to the glazing of each Retail Lot without obtaining the prior written consent of the Owners Corporation provided:
- (a) the Owner or Occupier of the Retail Lot obtains approval from all relevant authorities including but not limited to the Council in relation to the proposed signage;
 - (b) the signage location proposed by an Owner or Occupier of a Retail Lot is not inconsistent with the signage location approved in DA 2017/1183 as modified from time to time;
 - (c) the proposed signage does not cause any temporary or permanent form of obstruction, obscurement, impediment, nuisance or visual impairment to, by or from the Residential Lots;
 - (d) the proposed signage does not display and/or is not lit in a manner which may disturb or cause a nuisance to the Owners or Occupiers of the Residential Lots or which may be seen to be offensive in nature in any way whatsoever;
 - (e) the Owner or Occupier maintains the signage and the signage is kept in a good state of repair at all given times and makes good any damage to any surface arising from the installation or removal of such signage; and

Approved Form 7	Strata Plan By-Laws	Sheet 21 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

- (f) the Owner or Occupier of the Retail Lot will be solely responsible for any costs, charges and expenses which may be incurred by it in exercising its rights under this By-Law and/or by the Owners Corporation or for works which the Owners Corporation carry out in relation to the signage as a result of the Owner or Occupier of the Retail Lot failing to comply with its obligations under this By-Law 31.

31.2 Prior to the installation of any signage in accordance with this By-Law 31, the Owner or Occupier (as the case may be) must provide the Owners Corporation with evidence of approvals from the relevant authorities, certificates of insurance covering the installation of the signage and any other information the Owners Corporation may reasonably require.

32. NOTICE BOARD

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

33. AGREEMENT WITH CARETAKER

33.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.

33.2 The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
- (c) arranging for the inspection and certification of plant and equipment as required By-Law;
- (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
- (e) supervising employees and contractors of the Owners Corporation;
- (f) doing anything else that the Owners Corporation or Manager agrees is necessary for the operation and management of the Building.

33.3 The Owners Corporation must accept the provisions of a caretaking agreement entered into by the Original Owner and cannot terminate that caretaking agreement, except in accordance with its terms.

33.4 If there is no existing caretaking agreement as contemplated by By-Law 33.3, or at the expiration of the term of the caretaking agreement referred to in By Law 33.3, the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include:

- (a) the remuneration of the Caretaker for the term: and
- (b) the duties of the Caretaker may be those listed in By-Law 33.2,

Approved Form 7	Strata Plan By-Laws	Sheet 22 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

and otherwise be on terms and conditions reasonably determined by the Owners Corporation.

- 33.5 The Owners Corporation is not obliged to appoint the same Caretaker originally appointed by the Original Owner (if any).

34. BUILDING MANAGEMENT AND AN OWNER AND OCCUPIER OF A LOT

An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not:

- 34.1 interfere with or stop the Caretaker or the Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or
- 34.2 interfere with or stop the Caretaker or the Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time; or
- 34.3 interfere with or stop an Owner or Occupier (as the case may be) of a Lot enjoying any exclusive use rights granted under these By-Laws.

35. RULES

- 35.1 The Owners Corporation has the power to make rules about the security, control, management operation, use and enjoyment of the Building and, in particular, the use of Common Property.
- 35.2 Subject to these By-Laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the rules at any time.
- 35.3 An Owner or Occupier must comply with the rules.
- 35.4 The Owners Corporation is entitled to delegate any rule making powers to the Executive Committee.
- 35.5 If a rule is inconsistent with the By-Laws or the requirements of a Government Agency, the By-Laws or requirements of the Government Agency prevail to the extent of the inconsistency.

36. EXCLUSIVE USE BY-LAWS

36.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

36.2 Interpreting this By-Law

How to change an Exclusive Use By-Law:

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits from the Exclusive Use By-Law; and
- (b) amend or cancel this By-Law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

Approved Form 7	Strata Plan By-Laws	Sheet 23 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

36.3 Occupiers may exercise rights

An Owner or Occupier may allow another Owner or an Occupier to exercise their rights under an Exclusive Use By-Law. However, the Owner or Occupier will remain responsible to the Owners Corporation and, where appropriate, council or other government agencies to comply with their obligations under the Exclusive Use By-Law.

36.4 Regular accounts for costs

If an Owner or Occupier is required, under an Exclusive Use By-Law, to contribute towards the costs of the Owners Corporation (to the exclusion of others), the Owners Corporation must give the Owner or Occupier regular accounts of the amounts they owe. The Owners Corporation may:

- (a) include those amounts in notices for administrative fund or sinking fund contributions; and
- (b) require the Owner or Occupier to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

36.5 Repairing damage

The Owner or Occupier is personally liable for all damage caused to Common Property or the property of another Owner or Occupier (by the Owner or Occupier, or an invitee, or someone acting on behalf of the Owner or Occupier) when exercising their rights or complying with their obligations under an Exclusive Use By-Law.

36.6 Indemnities

The Owner or Occupier indemnifies the Owners Corporation against all claims and liability caused by exercising their rights or complying with their obligations under an Exclusive Use By-law.

36.7 Additional insurances

In addition to obligations under By-Law 24 (Insurance), an Owner or Occupier must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising their rights or performing their obligations under an Exclusive Use By-Law.

37. AIR CONDITIONING FOR UNITS IN THE STRATA SCHEME

37.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.

37.2 In this By-Law 37, "Air Conditioning Equipment" means the air conditioning plant and equipment located in a Lot or on Common Property that services each unit comprising or forming part of a Lot and any pipes, ducting or wiring location on the Common Property that services and is adjacent to that unit comprising or forming part of that Lot.

37.3 Each Owner or Occupier of a Lot has exclusive use of the Air Conditioning Unit which exclusively services their Lot.

37.4 Each Owner or Occupier of a Lot must, at their cost operate, maintain, repair and, where necessary, replace the Air Conditioning Unit which exclusively services their Lot:

- (a) in a proper and safe manner at all times; and

Approved Form 7		Strata Plan By-Laws	Sheet 24 of 34 sheets
Registered:	Office Use Only	Office Use Only	
 01/02/2023	SP105877		

(b) according to the requirements of the Council and any government agencies about air conditioning services; and

(c) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Unit which exclusively services the Lot.

37.5 An Owner or Occupier must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of that part of the Common Property where their Air Conditioning Unit is fitted and installed.

37.6 In the event that the Owner or Occupier of a Lot fails to maintain the Air Conditioning Equipment in accordance with this By-Law after receipt of a written notice from the Owners Corporation providing a reasonable time for such works, the Owners Corporation or any person authorised by it, may undertake any such works necessary to maintain the Air Conditioning Equipment to be in keeping with this By-Law. The costs of the Owners Corporation of undertaking such works shall be a debt payable by the Owner to Owners Corporation on demand.

38. RETAIL LOT FITOUT

38.1 The Owner or Occupier of the Retail Lots must:

- (a) obtain necessary consent from the relevant authority about the use of their Lot or work they propose to do in their Lot;
- (b) try to minimise disruption to other Owners or Occupiers and their visitors when exercising their rights under this By-Law;
- (c) comply with By-Law 39 ("Retail Lot Building Works");
- (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this By-Law;
- (e) this By-Law does not apply to the developer in relation to whose development activities the other proprietors have no right of objection.

39. RETAIL LOT BUILDING WORKS

39.1 An Owner or Occupier must when carrying out works to the Retail Lots:

- (a) give prior notice in writing to the Owners' Corporation giving details of the proposed works and copies of any approvals of Council and relevant authorities required for such works;
- (b) not carry out any work affecting the Common Property without prior written consent of the Owner's Corporation, which consent may be given or withheld in the absolute discretion of the Owners' Corporation provided that the Owners' Corporation shall not unreasonably withhold consent where:
 - (i) such works will not adversely affect the Common Property or the Owner or Occupier of any Lot in the Building;

Approved Form 7	Strata Plan By-Laws		Sheet 25 of 34 sheets
Registered:	Office Use Only	Office Use Only	
 01/02/2023	SP105877		

- (ii) the Owner and/or Occupier enters into a covenant with the Owners' Corporation in such form as the Owners' Corporation may reasonably require;
- (iii) the Owner of the Lot agrees to the terms of a By-Law with the Owners Corporation in such form as the Owners Corporation may reasonably require; and
- (iv) the Owner bears all costs of such works and any costs incurred by the Owners' Corporation in relation to the giving of consent;
- (c) comply with all reasonable directions of the Owners' Corporation in relation to the design and the carrying out of works;
- (d) ensure that all works are carried out in a proper and workmanlike manner and without undue delay;
- (e) comply with the requirements of Council and relevant authorities;
- (f) cause as little disturbance as possible to other Owners and Occupiers of the Building; and
- (g) promptly remove from the Building all rubbish and debris resulting from the works and repair any damage caused to the Building by the carrying out of the works.

39.2 Penetrations in Floor Slabs

- (a) The Owner or Occupier of the Retail Lot must obtain approval from the Owner's Corporation prior to drilling, coring or creating any penetration in the floor slab of the Retail Lot. Subject to the Owner or Occupier complying with the requirements of the Owners Corporation and this By-Law 39.2, the Owners Corporation must not unreasonably withhold its approval.
- (b) An Owner or Occupier must provide all information, certificates, reports (including but not limited to engineering reports) requested by the Owners Corporation in relation to the proposed works.
- (c) If the Owners Corporation provides its approval to the Owner or Occupier, the Owner's Corporation will provide a work method statement detailing the method in which the works are to be completed and the Owner or Occupier must comply with such work method statement in all respects.
- (d) Any penetration shall be carried out in accordance with the requirements of the relevant authorities, completed by a licensed contractor approved by the Owners Corporation, and otherwise in accordance with the directions and requirements of the Owners Corporation.
- (e) The Owner's Corporation may engage a Consultant Structural Engineer in relation to any proposed penetrations to floors on structural elements. All penetrations are required to be sealed to meet fire rating and acoustic requirements.
- (f) The Owner or Occupier of the Retail Lot must provide to the Owners Corporation:

Approved Form 7	Strata Plan By-Laws	Sheet 26 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

- (i) a pre-construction dilapidation report of the Common Property areas impacted by the work (including areas required for access to and from the Retail Lot) prior to commencement of any construction work; and
 - (ii) a post-construction dilapidation report of the Common Property areas impacted by the work (including areas required for access to and from the Retail Lot) prior to completion of the construction works. Any and all defects identified are to be remedied by the Retail Lot Owner prior to completion of the construction works.
 - (g) The Owners Corporation may not unreasonably withhold its consent to any construction works provided this By-Law 39.2(f) is complied with. Prior to commencement of any works involving slab penetrations, the Owner or Occupier of the Retail Lot must commission an appropriately qualified consultant to undertake a scan of the slab to identify any potential conflict with any existing services and/or steelwork within the slab. The results of this scan shall be submitted to the Owners Corporation together with confirmation from a structural engineer that the proposed works will not compromise the integrity of the slab or any existing services within the slab.
 - (h) If the fit out work requires the removal or adjustment or relocation or augmentation to any existing services, or the provision of new services in Common Property areas, a request for such works (including supporting documentation prepared by appropriately qualified consultants defining the scope of work and associated impact) must be submitted to the Owners Corporation for review and approval. Such approval will not be unreasonably withheld provided this By-Law 39.2(h) is complied with.
 - (i) The Owner or Occupier of a Lot will be liable for all costs and expenses incurred by the Owners Corporation arising out of an application by an Owner or Occupier under this By-Law including but not limited to costs of consultants, engineers and other advisers.
- 39.3 The Owner or Occupier of the Retail Lots have a special privilege to:**
- (a) install, repair and maintain in location (of the retail car park of the building) the condenser units for Retail Lots ("Condenser Area") such air- conditioning and other plant as it may require to operate the Retail Lots; and
 - (b) make alterations to Common Property and install pipes, wires, cables and ducts in the Common Property necessary to connect the Retail Lots to the Condenser Area, provided always that:
 - (i) any works undertaken pursuant to this By-Law are to be at the cost of the Owner or Occupier of the Retail Lot and only after that person has obtained the consent of all relevant authorities;
 - (ii) the Owner or Occupier of the Retail Lot must use its best endeavours to minimise disruption or disturbance to other Occupiers when accessing the Condenser Area and must always insure, maintain, repair and replace any installed plant at its cost.
- 39.4 The Owners Corporation and other Occupiers may not seek to amend the special privilege granted under By-Law 39.3 without the consent and approval of the Owner and Occupier of the Retail Lot.**

Approved Form 7	Strata Plan By-Laws	Sheet 27 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

40. CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES

- 40.1 An Owner or Occupier of the Retail Lot may without the consent of the Owners Corporation use and operate a business from the Retail Lot during the hours of operation approved by the Council or other relevant authority subject to the Owner or Occupier complying with the conditions of approval of the Council or other relevant authority.
- 40.2 The Owners Corporation and other Occupiers may not seek to amend this By-Law without the consent and approval of the Owner and Occupier of the Retail Lot and otherwise such amendment must be made by special resolution of the Owners Corporation.

41. LOADING DOCK

- 41.1 The Owner of a Retail Lot or Commercial Lot:
- (a) must carrying out all loading and unloading operations wholly within the confines of the ground floor loading dock;
 - (b) must not carry out loading and unloading operations between the hours of 6pm and 6am on any day or such other hours specified by the Council or other relevant authority from time to time;
 - (c) must maintain and repair and keep clean the loading dock;
 - (d) must reimburse the Owners Corporation for maintenance, repair of or replacement of the loading dock which may be carried out by the Owners Corporation;
 - (e) must notify the Owners Corporation of any damage to Common Property or the property of another Owner or Occupier caused by exercising rights under this By-Law and promptly repair such damage to the satisfaction of the Executive Committee;
 - (f) accepts that the Owners Corporation has the right to repair the damage referred to in clause 41.1(c) and the Owner must reimburse the Owners Corporation for direct and associated costs; and
 - (g) indemnifies the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this By-Law.
- 41.2 Parking space protectors must not be installed in any designated loading dock areas.

42. GREASE TRAP AND EXHAUST VENT

- 42.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.
- 42.2 The Owner or Occupier of the Retail Lots has:
- (a) exclusive use of the grease trap installed in the Common Property and the exhaust vent connected to their respective Lots (if any);

Approved Form 7	Strata Plan By-Laws	Sheet 28 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

- (b) a special privilege to connect to and use the grease trap and exhaust vent; and
- (c) a special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in the Common Property necessary to connect the Retail Lots to the grease trap and exhaust vent, provided such work complies with By-Law 39 and does not impact on the visual presentation or use of Common Property areas.

42.3 Subject to By-Law , the Owner or Occupier of the Retail Lot must, at its cost:

- (a) properly maintain and repair the grease trap and exhaust vent (but not structural maintenance, repairs or replacements);
- (b) maintain, repair and where necessary, replace pipes, wires, cables and ducts installed under this By-Law which services the Retail Lot (whether or not the Owner or Occupier installed those items);
- (c) comply with the requirements of any relevant authority for retail or commercial kitchen exhausts; and
- (d) if the trade waste licence, sewerage charges or maintenance costs for the grease trap are not separately rates and form part of any rates or charges paid by the Owners Corporation, the Owners or Occupiers will reimburse the Owners Corporation for the proportion of such rates and charges attributed to their use of the grease trap.
- (e) The Owners Corporation may enter into a trade waste agreement with Sydney Water Corporation Limited or another appropriate authority in relation to the grease arrestor if applicable.
- (f) the proportion of the costs of the grease trap and exhaust vent to be paid by the Owners of each Lots which will be determined by the Owners Corporation in proportion to their respective usage of the grease trap and exhaust vent.
- (g) comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations of the Owners under this Exclusive Use By- Law.

42.4 The Owners Corporation will ensure that the grease trap and exhaust vents in the Retail Lots are regularly cleaned and maintained by the Owners or Occupiers of the Retail Lots.

43. OPERATION OF BUSINESSES FROM THE RETAIL LOTS

43.1 An Owner or Occupier of a Retail Lot must ensure that any business operated from that Owner's or Occupier's Retail Lot is always conducted:

- (a) in accordance with all relevant laws and in a proper and professional manner;
- (b) in a manner and with a use that is consistent with the nature of the building as predominantly a residential building; and
- (c) so as to maintain the cleanliness and good reputation of the Building, and in that regard the Owner and Occupier of the Retail Lot must:

Approved Form 7	Strata Plan By-Laws	Sheet 29 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

(i) promptly and properly:

(A) dispose of any rubbish left immediately outside the Retail Lots and place such rubbish in the garbage areas designated for use by the Owner and Occupier of the Retail Lot; and

(B) keep any empty reusable containers within the Retail Lot, or within such areas designated for such purpose by the Owners Corporation;

(ii) keep any wet refuse or food or food waste within a Retail Lot in the manner required by any health regulations under the times that such garbage may be transferred.

In determining any matter in connection with this By-Law 43, the Owners Corporation must act reasonably and have regard to the business and uses the Retail Lots are lawfully put.

44. SHOPFRONT OF RETAIL LOTS

44.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.

44.2 The Owner and Occupier of each Retail Lot:

- (a) has exclusive use and enjoyment of the shopfront for its Lot (being the exterior or façade of its Lot) installed on the Common Property but only for the purpose for which it is intended; and
- (b) is liable for all costs connected with the repair and maintenance of the shopfront of its Lot installed on the Common Property; and
- (c) must insure the plate glass in the shopfront for its Lot installed on the Common Property for not less than the replacement value of the plate glass.

45. DEVELOPMENT APPLICATIONS

45.1 A Retail Lot Owner or Occupier must obtain the prior approval of the Owners Corporation for the lodgement of any development application for use of a Retail Lot with a consent authority.

45.2 The Owners Corporation consents to the lodging of any development application by an Owner or Occupier of a Retail Lot for the use of that Lot for any lawful purpose so long as the use:

- (a) is not a use or development prohibited by any laws or consent authority; and
- (b) will not cause the Owner or Occupier to be in breach of these By-Laws.

Approved Form 7	Strata Plan By-Laws	Sheet 30 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

46. RETAIL TOILETS AND WATER CLOSET

- 46.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Retail Lot or Commercial Lot.
- 46.2 In this By-Law 37, "Retail Toilets and Water Closet" means the toilets and water closet located on the ground floor Common Property that services each Retail Lot or Commercial Lot.
- 46.3 The Owners or Occupiers of the Retail Lots or Commercial Lots have, collectively, exclusive use of the Retail Toilets and Water Closet which services the Retail Lots and Commercial Lots.
- 46.4 Each Owner or Occupier of a Retail Lot or Commercial Lot must, at their cost, keep the Retail Toilets clean and tidy at all times.
- 46.5 An Owner or Occupier of a Retail Lot or Commercial Lot must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of that part of the Common Property where the Retail Toilets and Water Closet are located.
- 46.6 In the event that the Owner or Occupier of a Retail Lot or Commercial Lot fail to maintain the Retail Toilets and Water Closet in accordance with this By-Law after receipt of a written notice from the Owners Corporation providing a reasonable time for such works, the Owners Corporation or any person authorised by it, may undertake any such works necessary to maintain the Retail Toilets and Water Closet to be in keeping with this By-Law. The costs of the Owners Corporation of undertaking such works shall be a debt payable by the Owner to Owners Corporation on demand.

47. DICTIONARY, INTERPRETATION AND PERFORMNCE OF OBLIGATIONS

Meaning of words

- 47.1 In these By-Laws the following capitalised terms (in any form) mean:
- (a) **BCA** means the Building Code of Australia as added to, amended, varied or replaced from time to time.
 - (b) **Building** means the building improvements on the land situated at 2 Delmar Parade, Dee Why, which building includes a mixed used retail and residential Strata Scheme.
 - (c) **By-Laws** means the By-Laws created on registration of this document, as amended, added to or rescinded from time to time.
 - (d) **Caretaker** means a caretaker appointed by the Owners Corporation to provide management and operation services.
 - (e) **Commercial Lot** means a Lot which is used wholly for commercial purposes and excludes a Retail Lot.
 - (f) **Common Property** means all those areas of the Strata Scheme that are not comprised in any Lot.

Approved Form 7	Strata Plan By-Laws	Sheet 31 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

- (g) **Council** means Northern Beaches Council.
- (h) **Development Approval** means Council's notice of determination of a development application, as varied, modified or replaced from time to time.
- (i) **Executive Committee** means the executive committee of the Owners Corporation.
- (j) **Exclusive Use By-Law** means a By-Law that grants Owners exclusive use and special privileges over Common Property according to division 3, part 7 of the Management Act.
- (k) **Land** means the land comprised in Certificate of Title, Folio Identifier 1/710661.
- (l) **Lot or Lots** is a Lot (as defined in the Management Act) or Lots in the Strata Scheme.
- (m) **Management Act** means the Strata Schemes Management Act, 2015 (NSW).
- (n) **Manager** means a strata managing agent appointed in respect of the Strata Scheme.
- (o) **Occupier** is any person in lawful occupation of a Lot.
- (p) **Owner** means:
 - (i) the registered proprietor for the time being of a Lot; or
 - (ii) if the Lot is subdivided or re subdivided, the Owners for the time being of the new Lots;
 - (iii) for an Exclusive Use By-Law, the Owner(s) of the Lot(s) benefiting from the By-Law;
 - (iv) for a Common Property Right By-Law, the Owner(s) of the Lot(s) benefiting from the By-Law; and
 - (v) a mortgagee in possession of a Lot.
- (q) **Original Owner** means Dee Why 1 Pty Ltd ACN 634 192 555 and Dee Why 2 Pty Ltd ACN 634 194 504.
- (r) **Owners Corporation** means the Owners Corporation formed on registration of the Strata Scheme.
- (s) **Planter Box** means an object that contains live grass, plants and flowers.
- (t) **Residential Lot** means a Lot created for use as a residence.
- (u) **Retail Lot** means a Lot which is used wholly for retail purposes and excludes a commercial Lot.
- (v) **Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Approved Form 7	Strata Plan By-Laws	Sheet 32 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

- (w) **Strata Buildings** means the buildings constructed on the Land.
- (x) **Strata Plan** means the registered strata plan;
- (y) **Strata Scheme** means the strata scheme created on registration of the Strata Plan accompanying these By-Laws.
- (z) **Visitor** means a caller or guest but does not include an Owner or Occupier.

47.2 Interpretation

In these By-Laws unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, incorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) where a person bound consists of 2 or more persons, these By-Laws benefit and bind them jointly and severally;
- (d) a reference to a thing includes the whole or each part of it;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;
- (i) a law ordinance or code includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of them;
- (j) "include" or "including" when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

47.3 Performance of Obligations

If a party is required to perform or observe any obligations or the terms of a document, it must to so:

- (a) in a timely fashion; and
- (b) at its own cost and expense,
unless otherwise specified.

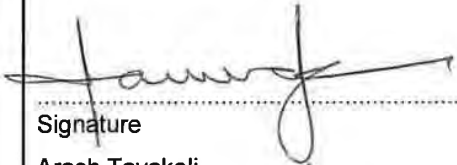
Approved Form 7	Strata Plan By-Laws	Sheet 33 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only SP105877

EXECUTION:

Dated the 21st day of DECEMBER 2022

Registered Proprietor:

Executed by **Dee Why 1 Pty Ltd ACN 634 192 555** in accordance with section 127 of the *Corporations Act 2001* (C'th):


.....
Signature

Arash Tavakoli

Sole Director /Secretary

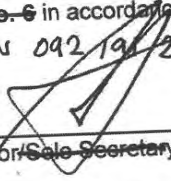
Executed by **Dee Why 2 Pty Ltd ACN 634 194 504** in accordance with section 127 of the *Corporations Act 2001* (C'th):


.....
Signature

Arash Tavakoli

Sole Director /Secretary

Approved Form 7	Strata Plan By-Laws	Sheet 34 of 34 sheets
Registered:  01/02/2023	Office Use Only	Office Use Only
		SP105877

Registered Mortgagee:
Executed by Gresham Property Funds Management Limited as trustee for GPF No. 6 in accordance with section 127 of the Corporations Act 2001 (C'th): ACN 092 191 270
 *Director/Sole Director/Sole Secretary (strike out as applicable) Ami Simon Full name (please print)
 *Director/Sole Director/Sole Secretary (strike out as applicable) MICHAEL BRUCE BURLEY Full name (please print)

Signatures and seals only.

James J. Neave
G. M. M. M.



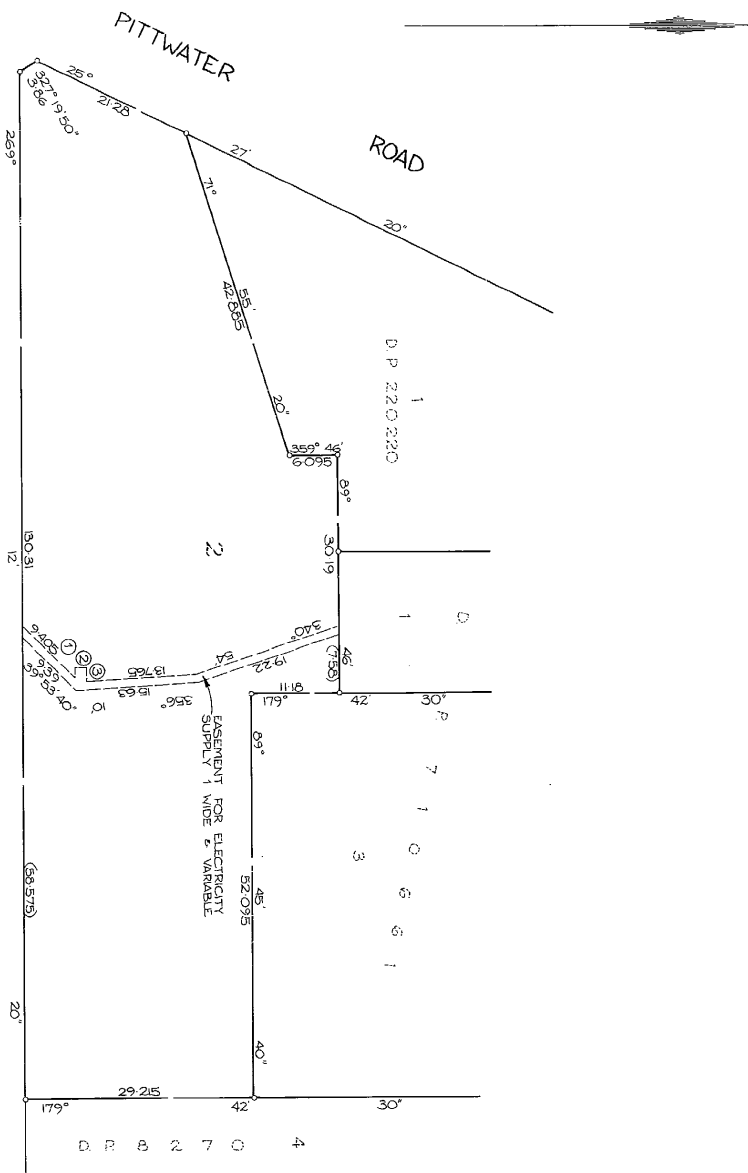
CUSTOM CREDIT CORPORATION LIMITED
by its Attorney, *James J. Neave*, received
of the Registrar-General, Victoria, the
power of attorney for the purpose of
the execution of the plan hereon
of and in relation to the plan of the
Attorney registered in the Office of
the Registrar-General Book 3812
No. 693 under authority of which the
executes this dealing.

James J. Neave
(Solicitor)

Council Clerk's Certificate

I hereby certify that -
(a) the plan hereon of the Local Government Act, 1919
complies with the requirements for the registration of
plans, and
(b) the plan hereon of section 248 of the Interpretation
Act, 1924, as amended,
has been complied with by the applicant in relation to the
proposed "new road", "subdivision" or "boundary" as the case may be.
Subdivision No.
Date

"This part of certificate is to be delivered when the application is only
for a subdivision or a new road or a new boundary and is not to be
delivered when the application is for a subdivision or a new road or a
new boundary and a new sewerage and drainage plan and the
Director is inspecting."



- ① 26° 46' 18.75
- ② 359° 46' 1.665
- ③ 52° 0' 9.5

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE D469/2

D.P. 638872

Registered: *4/12/8.1986*

C.A.:

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U1860-64#

Last Plan: DP 710661

PLAN OF EASEMENT FOR
ELECTRICITY SUPPLY
THROUGH LOT 2 DP710661

Reduction Ratio 1:400

Lengths are in metres.



Mains/Street: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan in
(delete if inapplicable) sheets.

I, JAMES J. NEAVE, of the firm of JAMES J. NEAVE & PARTNERS,
of 4/29, BERTHAM STREET, ST. KILDA, 3207,
a surveyor registered under the Surveyors Act, 1929, do
hereby certify that the plan hereon is a true and correct
copy of the original plan as deposited in my office, and
that the same has been made in accordance with the
provisions of the Surveyors Act, 1929, and that the same
has been examined and found to be correct.

Signed: *James J. Neave*
Date: 13th JANUARY 1986

Signature: *James J. Neave*
Name: JAMES J. NEAVE
Qualification: Surveyor
Date: 13th JANUARY 1986

Panel for use only for statements of intention
to dedicate public roads or to create public res-
tricted-use roads, easements or restrictions
as to use.

PRESENT TO SECTION 609 OF
THE SURVEYORS ACT 1929
IS INTENDED TO CREATE
1 EASEMENT FOR ELECTRICITY
SUPPLY 1 WIDE & VARIABLE

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1000
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This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.



13th August, 1986

D.P. 638872

Y O O F I B

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 89A, CONVEYANCING ACT 1919.

Lengths are in metres.

(Sheet 1 of 1 Sheet)

Plan:

DE638872

PART 1.

Easement for Electricity Supply
within Lot 2 D.P.710661

Full names and address of
Proprietor of the land.

Mandira Pty. Limited,
40 Chandos Street,
St. Leonards, 2065

1. Identity of easement
directly referred to in
above-mentioned plan.

Easement for Electricity Supply
1 wide and variable.

Lots burdened

2 & 3 of Sub

Lots benefited

1 D.P.710661

Schedule of lots affected.

PART 2

Terms of easement for electricity supply directly referred to in
above-mentioned plan

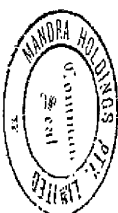
An easement for the transmission of electricity with full and free right
leave liberty and licence for the persons so empowered and their successors
to erect construct place repair renew maintain use and remove underground
electricity transmission mains wires cables and ancillary works for the
transmission of electricity and to cause or permit electricity to flow or
be transmitted through and for the purposes of the erection construction and
placement of the electricity transmission mains wires cables and ancillary
works to enter into and upon the servient tenement or any part thereof
all reasonable things which surveyors workmen or persons employed by the
dominant tenement or persons so empowered or their successors may deem
necessary or expedient for the purpose of the exercise of the power of
leave licence or removal thereof from all necessary materials machinery
implements and things AND the Registered Proprietor for the time being of
the land hereby burdened shall not object or be deemed to object or further
building or other erection of any kind or structure or any part thereof
or any other thing or structure or any part thereof or any other form
of construction affecting the surface, under surface or subsell thereof
without the permission in writing being first had and obtained from the
persons so empowered.

The Common Seal of Mandira Pty. Limited
was hereunto affixed by resolution of
the Directors in the presence of:

Secretary.....

CUSTOM CREDIT CORPORATION LIMITED

By its Attorney James S. P. Venter
James S. P. Venter Solicitor
who states that he has not received
any notice of information whatsoever
of the revocation of the Power of
Attorney registered in the Office of
the Registrar General of Stock and
No. 988 under authority of which he
executed this dealing.



James S. P. Venter
Director

U/638872

REGISTERED 12.8.1986

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.



13th August, 1986

Lodger Details

Lodger Code 501431B
Name ATKINSON VINDEN
Address L 8, 10 HELP ST
CHATSWOOD 2067
Lodger Box 1W
Email JBOUTROS@AVLAWYERS.COM.AU
Reference (AV:200477) DW

Land Registry Document Identification

AS738572

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
10/1287420	N	

Applicant

DEE WHY 1 PTY LTD ACN 634192555
Registered company

Applicant

DEE WHY 2 PTY LTD ACN 634194504
Registered company

Document Type

Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DEE WHY 1 PTY LTD
Signer Name	GIGI KWAN YIN WONG
Signer Organisation	ATKINSON VINDEN PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	19/12/2022

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DEE WHY 2 PTY LTD
Signer Name	GIGI KWAN YIN WONG
Signer Organisation	ATKINSON VINDEN PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	19/12/2022

Form: 13RPA
Release: 3-1

**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**

Folio Identifier 10/1287420

(B) **LODGED BY**

Document
Collection
Box

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

CODE

Reference:

RV

(C) **REGISTERED
PROPRIETOR**

Of the above land
DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194
504)

(D) **LESSEE
MORTGAGEE
or
CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest

Number of Instrument

Name

NOT APPLICABLE

N.A.

N.A.

(E) **PRESCRIBED
AUTHORITY**

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

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

DATE 5 DECEMBER 2022

(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. FOR EXECUTION, SEE ANNEXURE HERETO

Signature of witness:

Signature of authorised officer:

Name of witness:

Name of authorised officer:

Address of witness:

Position of authorised officer:

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: FOR EXECUTION BY REGISTERED PROPRIETOR SEE ANNEXURE A HERETO

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

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

Signature of witness:

Signature of N.A.

Name of witness:

Address of witness:

GIGI WONG IS AUTHORISED TO MAKE
THE AMENDMENT ON 20 DECEMBER 2022

Annexure A to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Parties

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504) and
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated 5 December 2022

Folio Identifier: 10/1287420

11.1 Terms of restriction on the use of land - on-site stormwater detention system

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. 2017/1183 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 ABN 57 284 295 198

NORTHERN BEACHES COUNCIL ABN 57 284 295 198 by its Attorney RAY BROWNLEE
pursuant to Power of Attorney Book..... Number..... in the presence of:

4751 813

.....
Signature of Attorney

Signature of Witness: Elizabeth Reeves

Name & address of
Witness:

Elizabeth Reeves
725 Pittwater Road
DEE WHY NSW 2099

..... RAY BROWNLEE
Name of Attorney

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

.....
Signature of Witness

.....
Name of Witness

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

Parties

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504) and
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated **5 December 2022**

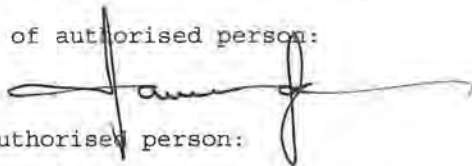
FOLIO IDENTIFIER: 10/1287420

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

Corporation: Dee Why 1 Pty Ltd ACN 634 192 555

Authority: section 127 of the Corporations Act 2001

☒ Signature of authorised person:



Name of authorised person:

ARASH TAVAKOLI

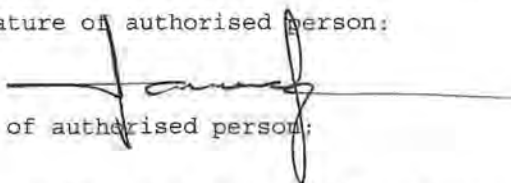
Office held: Sole Director/Secretary

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

Corporation: Dee Why 2 Pty Ltd ACN 634 194 504

Authority: section 127 of the Corporations Act 2001

☒ Signature of authorised person:



Name of authorised person:

ARASH TAVAKOLI

Office held: Sole Director/Secretary



GIGI WONG IS AUTHORISED TO MAKE THE
AMENDMENT ON 20 DECEMBER 2022 

Lodger Details

Lodger Code 501431B
Name ATKINSON VINDEN
Address L 8, 10 HELP ST
CHATSWOOD 2067
Lodger Box 1W
Email JBOUTROS@AVLAWYERS.COM.AU
Reference (AV:200477) DW

Land Registry Document Identification

AS738573

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
10/1287420	N	

Applicant

DEE WHY 1 PTY LTD ACN 634192555
Registered company

Applicant

DEE WHY 2 PTY LTD ACN 634194504
Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DEE WHY 1 PTY LTD
Signer Name	GIGI KWAN YIN WONG
Signer Organisation	ATKINSON VINDEN PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	19/12/2022

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	DEE WHY 2 PTY LTD
Signer Name	GIGI KWAN YIN WONG
Signer Organisation	ATKINSON VINDEN PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	19/12/2022

Form: 13PC
Release: 3-1

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	Folio Identifier 10/1287420		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference: _____	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	NOT APPLICABLE	N.A.	N.A.
(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 5 DECEMBER 2022.

(G) **Execution by the prescribed authority** FOR EXECUTION, SEE ANNEXURE HERETO
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____	Signature of authorised officer: _____
Name of witness: _____	Name of authorised officer: _____
Address of witness: _____	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: FOR EXECUTION BY REGISTERED PROPRIETOR SEE ANNEXURE HERETO
Authority: _____

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

(H) **Consent of the N.A**

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

Signature of witness: _____	Signature of N.A. _____
Name of witness: _____	
Address of witness: _____	

Annexure: **A** to POSITIVE COVENANT

Parties:

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504) and
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: **5 DECEMBER 2022**

FOLIO IDENTIFIER: 10/1287420

1.1 Terms of positive covenant - On-Site Stormwater Detention Structure and Works
The registered proprietors covenant with the Northern Beaches Council (Council) that
they will maintain and repair the Stormwater Detention Structure and Works on the
land in accordance with the following terms and conditions:

I. The registered proprietors will:

i. keep the Stormwater Detention 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 Stormwater Detention 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
Stormwater Detention 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 Stormwater Detention Structure and Works, or failure to clean, maintain and
repair the Stormwater Detention 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 Stormwater Detention 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 proprietors fail 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 proprietors 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

Annexure: **A** to POSITIVE COVENANT

Parties:

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504) and
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: **5 DECEMBER 2022**

FOLIO IDENTIFIER: 10/1297420

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:

Stormwater Detention Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. 2017/1183 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.

1.2 Terms of positive covenant - Pumpout Structure and Works

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

I. The registered proprietors will:

- i. keep the Pumpout 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 Pumpout 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 Pumpout 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 Pumpout Structure and Works, or failure to clean, maintain and repair the Pumpout 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 Pumpout 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

6161 WONG IS AUTHORIZED TO MAKE
THE CHANGE ON 20 DECEMBER 2022

Annexure: **A** to POSITIVE COVENANT

Parties:

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504)
and NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: **5 DECEMBER 2022**

FOLIO IDENTIFIER: 10/1287420

additional powers pursuant to this covenant:

i. In the event that the registered proprietors fail 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 proprietors 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:

Pumpout Structure and Works shall mean the pump-out system constructed on the land as detailed on the plans approved by Council No. 2017/1183 designed to pump stormwater from the basement of the land.

The Act means the Conveyancing Act 1919.

Name of the authority empowered to release, vary or modify the terms of the Positive Covenants referred to is: NORTHERN BEACHES COUNCIL ABN 57 284 295 198

GINI WONG IS AUTHORISED TO MAKE THE CHANGE ON 20 DECEMBER 2022

Annexure: **A** to POSITIVE COVENANT

Parties:

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504)
and NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Folio Identifier: 10/1287420

Dated: **5 DECEMBER 2022**

NORTHERN BEACHES COUNCIL ABN 57 284 295 198 by its Attorney **RAY BROWNLEE**
pursuant to Power of Attorney Book..... Number..... in the presence of:

4751 813

.....
Signature of Attorney

.....
Name of Attorney

RAY BROWNLEE

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

.....
Signature of Witness

.....
Name of Witness

Elizabeth Reeves
725 Pittwater Road
DEE WHY NSW 2000

.....
Address of Witness

Annexure: **A** to POSITIVE COVENANT

Parties:

DEE WHY 1 PTY LTD (ACN 634 192 555) and DEE WHY 2 PTY LTD (ACN 634 194 504)
and NORTHERN BEACHES COUNCIL ABN 57 284 295 198

FOLIO IDENTIFIER: 10/1287420

Dated **5 DECEMBER 2022**

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

Corporation: Dee Why 1 Pty Ltd ACN 634 192 555

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

ARASH TAVAKOLI

Office held: Sole Director/Secretary

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

Corporation: Dee Why 2 Pty Ltd ACN 634 194 504

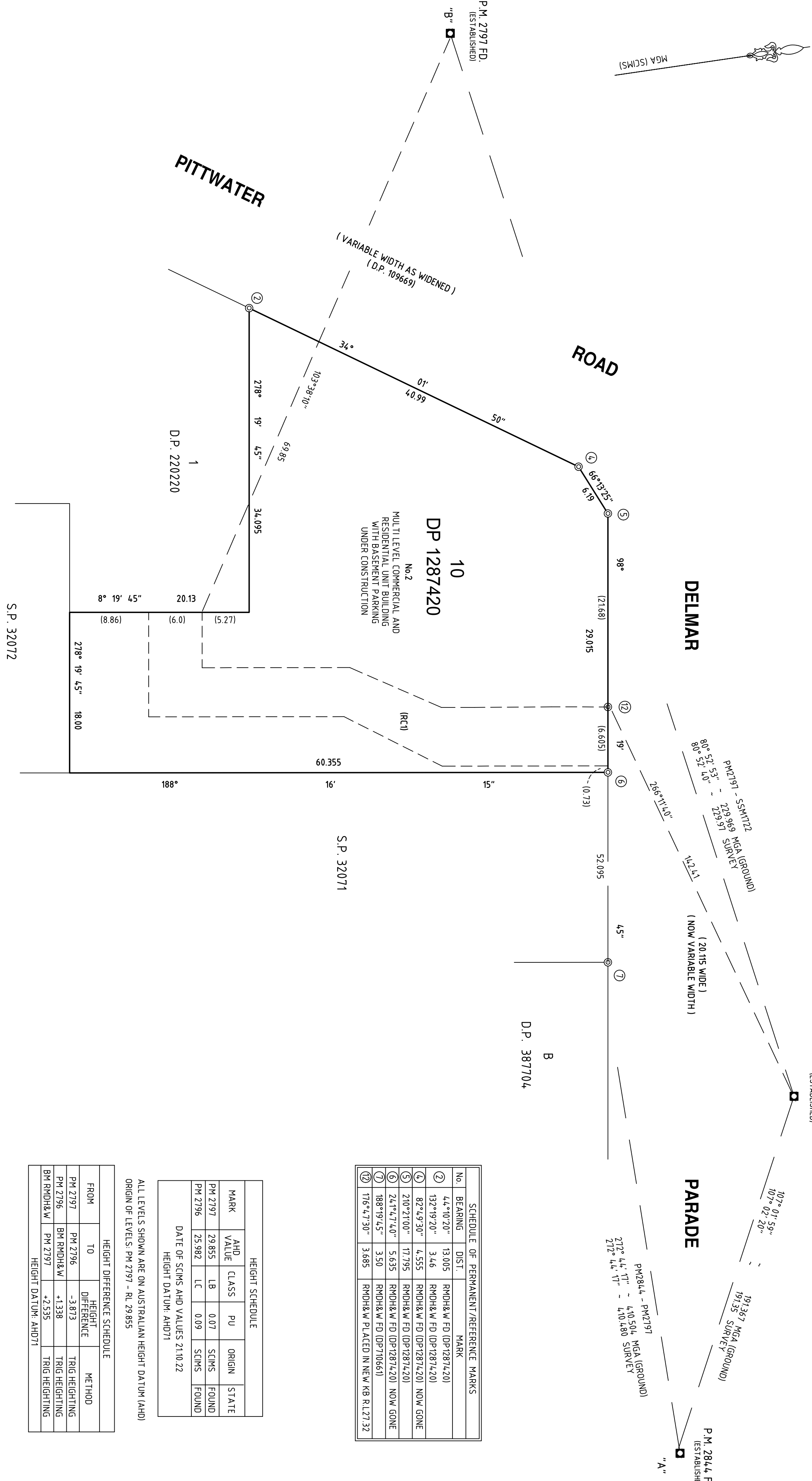
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

ARASH TAVAKOLI

Office held: Sole Director/Secretary



SCHEDULE OF PERMANENT/REFERENCE MARKS				
No.	BEARING	DIST.	MARK	
②	44°10'20"	13.005	RMDH&W FD (DP1287420)	
③	132°19'20"	3.46	RMDH&W FD (DP1287420)	
④	82°49'30"	4.555	RMDH&W FD (DP1287420) NOW GONE	
⑤	210°21'00"	17.795	RMDH&W FD (DP1287420)	
⑥	241°47'40"	5.635	RMDH&W FD (DP1287420) NOW GONE	
⑦	188°19'45"	3.50	RMDH&W FD (DP710661)	
⑫	116°47'30"	3.685	RMDH&W PLACED IN NEW KB RL2732	

HEIGHT SCHEDULE				
MARK	AHD VALUE	CLASS	PU	ORIGIN STATE
PM 2797	29.855	LB	0.07	SCMS FOUND
PM 2796	25.982	LC	0.09	SCMS FOUND
DATE OF SCMS AHD VALUES 21.10.22				
HEIGHT DATUM: AHD71				

ALL LEVELS SHOWN ARE ON AUSTRALIAN HEIGHT DATUM (AHD)
ORIGIN OF LEVELS: PM 2797 - RL 29.855

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 2797	PM 2796	-3.873	TRIG HEIGHTING
PM 2796	BM RMDH&W	+1.338	TRIG HEIGHTING
BM RMDH&W	PM 2797	+2.535	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

COORDINATE SCHEDULE					
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD STATE
	EASTING	NORTHING			
SSM 1722	341 139.451	6 263 562.555	B	N/A	SCMS FOUND
P.M. 2797	340 912.410	6 263 526.112	B	0.04	SCMS FOUND
P.M. 2844	341 322.406	6 263 506.505	B	N/A	SCMS FOUND
DATE OF SCMS COORDINATES: 21.10.2022 MGA ZONE: 56					
MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 0.999902					

EASEMENTS LIMITED IN STRATUM (SEE SHEET 2 FOR DETAILS)
(RC1) RIGHT OF CARRAGEWAY 6.0 WIDE & VARIABLE
LIMITED IN STRATUM

Surveyor: CHRISTOPHER THOMAS NORTON
Date of Survey: 30.11.22
Surveyor's Ref: 53028 DP3

PLAN FOR EASEMENT PURPOSES
OVER PART OF LOT 10 D.P. 1287420

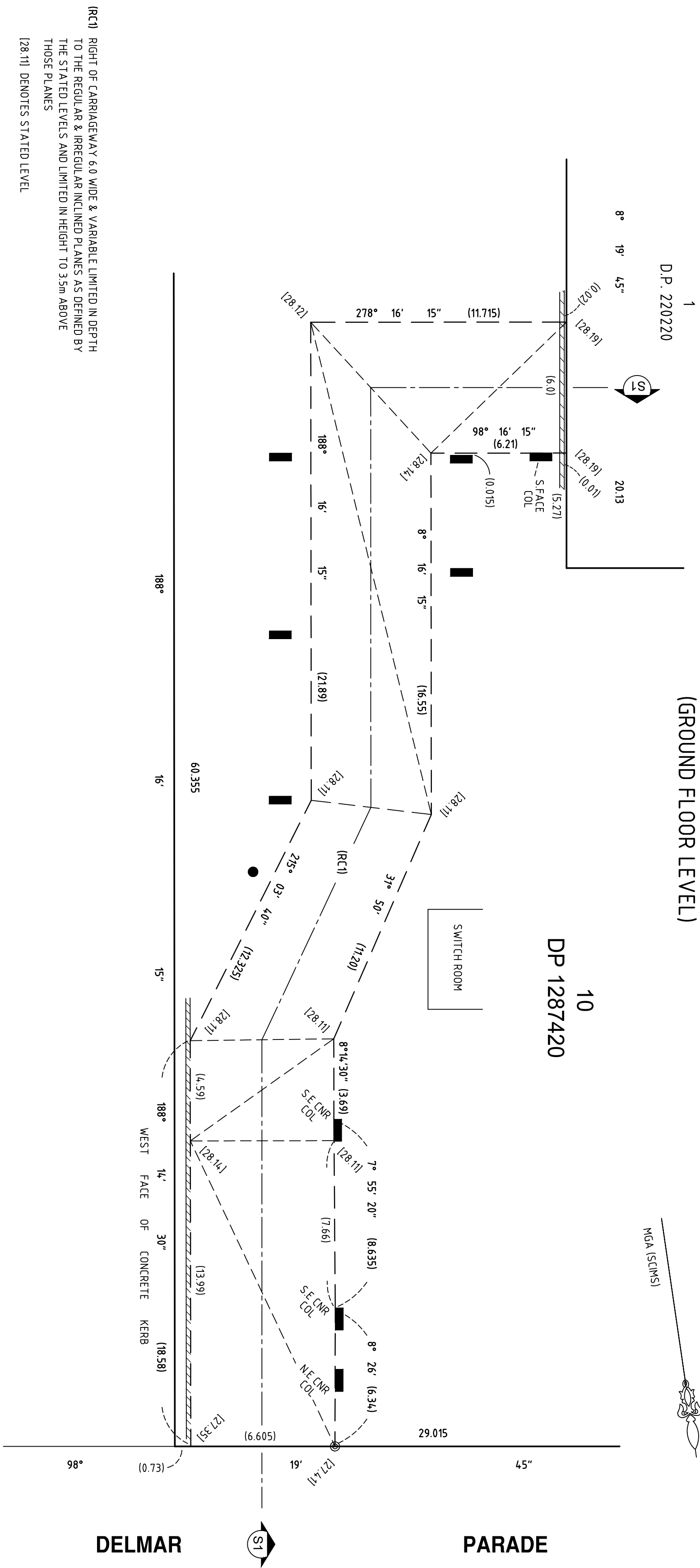
LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No:
Lengths are in metres. Reduction Ratio 1:300

Registered:
17/01/2023

DP1290284

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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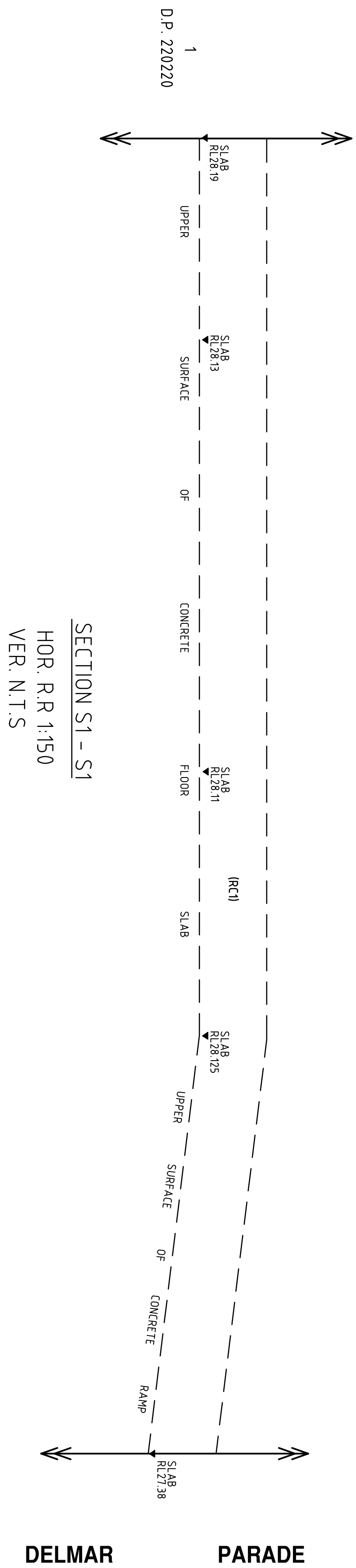
EASEMENT DIAGRAM SHEET
(GROUND FLOOR LEVEL)



(RC1) RIGHT OF CARRIAGEWAY 6.0 WIDE & VARIABLE LIMITED IN DEPTH TO THE REGULAR & IRREGULAR INCLINED PLANES AS DEFINED BY THE STATED LEVELS AND LIMITED IN HEIGHT TO 3.5m ABOVE THOSE PLANES

[28-11] DENOTES STATED LEVEL

[28.11] DENOTES STATED LEVEL



SECTION S1 - S1
HOR. R.R 1:150
VER. N.T.S

Surveyor: CHRISTOPHER THOMAS NORTON Date of Survey: 30.11.22 Surveyor's Ref: 53028 DP3	PLAN FOR EASEMENT PURPOSES OVER PART OF LOT 10 D.P.1287420	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: Lengths are in metres, Reduction Ratio 1:150	Registered: 17/01/2023 	DP1290284
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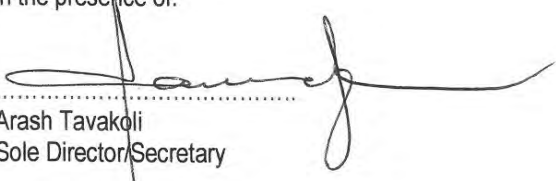
PLAN FORM 6 (2019)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  17/01/2023 Office Use Only Title System: TORRENS	Office Use Only DP1290284
PLAN FOR EASEMENT PURPOSES OVER PART OF LOT 10 D.P.1287420	LGA: NORTHERN BEACHES Locality: DEE WHY Parish: MANLY COVE County: CUMBERLAND
Survey Certificate I, CHRISTOPHER THOMAS NORTON of NORTON SURVEY PARTNERS PTY LTD P.O. BOX 289 ROZELLE NSW 2039 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 30.11.22, or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: A - B Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 30.11.22 Surveyor Identification No: 1761 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP1287420 DP1290163	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 53028 DP3	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

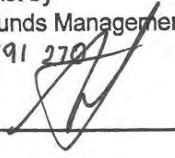
PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
Registered:  17/01/2023	Office Use Only	Office Use Only
PLAN FOR EASEMENT PURPOSES OVER PART OF LOT 10 D.P.1287420		DP1290284
Subdivision Certificate number: Date of Endorsement:		
		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE: 1. RIGHT OF CARRIAGEWAY 6.0 WIDE & VARIABLE LIMITED IN STRATUM (RC1)		
Executed by Dee Why 1 Pty Ltd ACN 634 192 555 in accordance with Sec.127 of the Corporations Act 2001 in the presence of:  Arash Tavakoli Sole Director/Secretary		
Executed by Dee Why 2 Pty Ltd ACN 634 194 504 in accordance with Sec.127 of the Corporations Act 2001 in the presence of:  Arash Tavakoli Sole Director/Secretary		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 53028 DP3		

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Registered:  17/01/2023	Office Use Only
PLAN FOR EASEMENT PURPOSES OVER PART OF LOT 10 D.P.1287420	DP1290284
Subdivision Certificate number: Date of Endorsement:	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

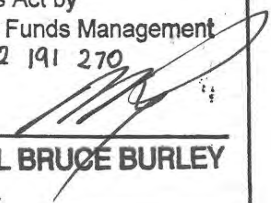
Execution by Mortgagee:

Executed in accordance with section 127
of the Corporations Act by
Gresham Property Funds Management
Limited. ACN 092 191 270

Director: 

Director/Secretary: Ami Simon

Executed in accordance with section 127
of the Corporations Act by
Gresham Property Funds Management
Limited. ACN 092 191 270

Director: 

MICHAEL BRUCE BURLEY

Director/Secretary: _____

If space is insufficient use additional annexure sheet

Surveyor's Reference: 53028 DP3

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

(Sheet 1 of 10 Sheets)

PLAN: **DP1290284**

Plan of for Easement Purposes over part of
~~Covered by Subdivision Certificate~~
~~No. Lot 10 DP1287420~~

**Full name and address of
the owner of the land:**

Dee Why 1 Pty Ltd ACN 634 192 555 and
Dee Why 2 Pty Ltd ACN 634 194 504
~~PO Box R351 Royal Exchange NSW 1225~~
Level 29, 2 Chifley Plaza, Sydney NSW 2000

PART 1

Number of item shown in the intention panel of the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 6 wide and variable width limited in stratum	Lot 10 in DP1287420	Lot 1 in DP 220220

PART 2

1. **Terms of Right of Carriageway 6 wide and Variable Width Numbered 1 in the Plan**
 - 1.1 The Grantee and its Authorised User may and every person authorised by those persons to go, pass and repass at all times and for all purposes with Vehicles, and by foot in the event of an emergency, over the Easement Site indicated on the Lot Burdened.
 - 1.2 In exercising the powers granted under this Easement, the Grantee and if applicable its Authorised Users must:
 - (a) comply with the development consent obtained under Clause 1.3(a);
 - (b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;
 - (c) cause as little damage as is practicable to the Lots Burdened and any improvement on it;
 - (d) keep the Easement Site, clean and free from obstructions, rubbish and debris;

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ANDREA LINZ is authorised to make the amendments on
13/1/2023. *AL*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP1290284

(Sheet 2 of 10 Sheets)
Plan for Easement Purposes over part of Lot 10 DP 1287420

- (e) for the use of the Easement Site post completion of the Penetration Works, The Grantee must effect a public risk policy for not less than \$20 million in respect of any one claim and in aggregate with the owner of the Lot Burdened noted as an interested party;
- (f) for the carrying out of the Penetration Works, effect:
- i. a public risk policy for not less than \$20 million in respect of any one claim and in aggregate with the owner of the Lot Burdened noted as an interested party; and
 - ii. if applicable, professional indemnity insurance of not less than \$1,000,000.00 in respect of any one claim and in aggregate;
 - iii. workers compensation insurance;
 - iv. if applicable, a contractors all risk or contract works policy,
- in respect of the activities of the Grantee, its engineers, agents, architects, representatives, contractors and consultants (if applicable) pursuant to this Instrument on or near the Lot Burdened in connection with undertaking the Penetration Works
- (g) provide the Grantor a copy of any insurance policy which the Grantee or its contractor is required to take out under this Instrument and Certificates of Currency in relation to any such policy before exercising its rights under this Instrument;
- (h) enter the Easement Site at the risk of the Grantee who will indemnify the Grantor for any actions, claims or liabilities incurred by the Grantor as a result of this entry and related activities except for where damage or injury is caused by the negligent act or omission or wilful act of the Grantor.
- (i) share the maintenance and upkeep costs of the Easement Site equally with the Grantor after receipt of an Occupation Certificate pursuant to Clause 1.5
- (j) ensure that it does not unduly inhibit the Grantor and any occupier of the Lot Burdened to use of any part of the Lot Burdened;

1.3 This Easement will commence on the later of the following:

- (a) the Lot Benefitted has obtained a development consent from the consent authority to develop the Lot Benefitted for residential and/or commercial purposes,
- (b) fourteen (14) days after the Grantee serves upon the Grantor a written notice (Notice) that approved works under the development consent referred to under

Handwritten signature

ANDREA LINZ is authorised to make the amendments on
13/1/2023 *Handwritten signature*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED
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DP1290284

(Sheet 3 of 10 Sheets)

Plan for Easement Purposes over part of Lot 10 DP 1287420

clause 1.3(a) have reached a stage where the Grantee reasonably expects to be seeking an Occupation Certificate within the next 3 months. The Notice shall provide an Anticipated Date for Occupation Certificate and have attached a copy of:

- i. the said development consent; and
 - ii. a letter from the Director of the Principal Building Company responsible for construction of the development to which said development consent relates to, confirming agreement with the Grantee's expectation in relation to an Occupation Certificate;
- (c) Where a Bank Guarantee is not being provided payment by the Grantee of the Bond to the Grantor's nominated account as cleared funds;
- (d) the Grantee and its Authorised Users have complied with their relevant obligations under Clause 1.2 of this Instrument.

1.4 Upon commencement of this Easement in accordance with clause 1.3, the Grantee shall have the right to commence the Penetration Works within the Easement Site to allow access to and through the Easement Site at the cost of the Grantee. This right will be subject to the following conditions:

- (a) the Grantee must obtain all necessary statutory approvals required for the carrying out of the Penetration Works and provide evidence of such to the Grantor;
- (b) The Grantee must provide the Grantor with each of the following:
 - i. A pre-construction dilapidation report prepared by the Grantee's Structural Engineer for the area impacted by the proposed Penetration Works (including any access to it);
 - ii. a report (with accompanying structural plans and details where required) from the Grantee's Structural Engineer and the Grantee's Geotechnical Engineer demonstrating to the reasonable satisfaction of the Grantor, or its appropriately qualified consultant(s), the proposed details of the penetrations and that the proposed Penetrations Works will have no material impact on the structural integrity of the Building and will not permit water to enter the Building;
 - iii. Details from the Grantee's Project Architect identifying the proposed finish to make good the area of the Penetration Works to a like or similar quality to the finish prior to commencement of the Penetration Works;
 - iv. A work method statement from the Principal Building Company identifying details prudent to the carrying out of the work which shall include, , the proposed access, timing of the work and sequence to undertake the works; and
 - v. A programme for the works prepared by the Principal Building Company.

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ANDREA LINZ is authorised to make the amendments on
13/11/2023 *[Signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP1290284

(Sheet 4 of 10 Sheets)

Plan for Easement Purposes over part of Lot 10 DP 1287420

- (c) The Grantee must pay its costs and expenses associated with, its own reports, structural details and advice from relevant consultants and the reasonable costs of an Independent Structural Engineer acting for the Grantor in relation to reviewing all materials relating to structural matters supplied by the Grantee to the Grantor in relation to the Penetration Works and necessary site inspectors during the Penetration Works and on the date of completion of the Penetration Works .
- (d) The Grantee must ensure that the Penetration Works are completed by licensed contractors and are completed in a proper and workmanlike manner. The Grantee must provide to the Grantor evidence that all contractors carrying out work which affects the Lots Burdened have such insurance as the Grantor may reasonably required in accordance with clause 1.2;
- (e) The Grantee must conduct all Penetration Works within the Lot Benefited unless not practicably possible , including standing of any required plant and equipment;
- (f) The Grantee must pay, whenever they arise, any costs associated with the Penetrations Works, and rectification of any damage caused to the Building (whether directly or indirectly) by the Penetration Works or use of this Easement by Authorised Users

1.5 Upon completion of the Penetration Works, the Grantor must refund the Bond to the Grantee on receipt of the later of the following:

- (a) A copy of an Occupation Certificate issued under the EPA Act for the approved works under the development consent referred to in Clause 1.3;
- (b) A certificate from the Grantee's Structural Engineer and the Grantee's Geotechnical Engineer confirming that:
 - i. the Penetration Works have been completed in accordance with the material provided pursuant to Clause 1.4(b); and
 - ii. that the completed works will have no material impact on the structural integrity of the Building; and
 - iii. the completed works will not permit water (including subsurface ground water and stormwater) to enter the Building.
- (c) A post-construction dilapidation report prepared by the Grantee's Structural Engineer for the area impacted by the Penetration Works (including any access to it);
- (d) Any damage to the Burdened Lot identified in the post-construction dilapidation report that is caused by the carrying out of the Penetration

[Handwritten signature]

ANDREA LINZ is authorised to make the amendments on
13/1/2023 *[Signature]*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP1290284

(Sheet 5 of 10 Sheets)

Plan for Easement Purposes over part of Lot 10 DP 1287420

Works is repaired by the Grantee at the Grantee's cost to the
reasonable satisfaction of the Grantor.

- (e) Post completion of the Penetration Works, an inspection of the completed works by the Grantor's structural engineer (and any other relevant consultants reasonably required) and a certificate from the Grantor's structural engineer confirming satisfaction with the relevant works undertaken by the Grantee's Principal Building Company.
- (f) Payment of any outstanding amounts owed by the Grantee to the Grantor's consultants associated with the Penetration Works including any post completion inspections, reports and certificates as contemplated herein

- 1.6 The Grantee must pay all reasonable costs incurred by the Grantor in remedying any breach by the Grantee.

1. **1.6 (a). Interpretation**

1.1 Definitions

In this Instrument, unless the context otherwise requires:

Act means the Conveyancing Act 1919 (NSW).

Authorised User means

- (a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee authorized by the Owners Corporation;
- (b) the Grantee's tenants, employees, agents, contractors, licensees and invitees; and
- (c) the Council.

Bond means \$50,000.00 excluding GST in the form of cash or Bank Guarantee;

Bank Guarantee means an irrevocable bank guarantee in a form approved by the Grantor from a bank trading in the state of New South Wales

Building means the building constructed on the Lot Burdened.

Council means Northern Beaches Council or its successor.

Development Act means the *Strata Schemes Development Act 2015 (NSW)*.




ANDREA LINZ is authorised to make the amendments on
13/1/2023. 

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP1290284

(Sheet 6 of 10 Sheets)

Plan for Easement Purposes over part of Lot 10 DP 1287420

Easement Site in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

EPA Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Grantee means:

- (a) the registered proprietor from time to time of a Lot Benefited and it's legal personal representatives, transferees, successors and assignees including future owners of an estate in fee simple either in whole or in part and any persons claiming an interest through the registered proprietor; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme.

Grantee's Development Consent means development consent referred to under clause 1.3(a)

Grantee's Geotechnical Engineer means an appropriately licensed Geotechnical Engineer who is a Registered Design Practitioner as defined in the Design and Building Practitioners Act 2020 with at least 10 years practical experience.

Grantee's Project Architect means an appropriately licensed Architect who is a Registered Design Practitioner as defined in the Design and Building Practitioners Act 2020 with at least 10 years practical experience.

Grantee's Structural Engineer means an appropriately licensed Structural Engineer who is a Registered Design Practitioner as defined in the Design and Building Practitioners Act 2020 with at least 10 years practical experience.

Grantor means:

- (a) the registered proprietor of a Lot Burdened and it's legal personal representatives, transferees, successors and assignees including future owners of an estate in fee simple either in whole or in part and any persons claiming an interest through the registered proprietor; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Instrument means this s88B instrument.

Management Act means the *Strata Schemes Management Act 2015 (NSW)*.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

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ANDREA LIMZ is authorised to make the amendments on
13/1/2023 *ALL*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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DP1290284

(Sheet 7 of 10 Sheets)

Plan for Easement Purposes over part of Lot 10 DP 1287420

Penetration Works means the creation of one or more penetrations in the boundary wall or structure of the Building between the Grantor and Grantee lots within the Easement Site for the purpose of enabling vehicular access.

Plan means the plan to which this Instrument relates.

Principal Building Company means an appropriately licensed construction company commissioned by the Grantee to construct the works the subject of the **Grantee's Development Consent** and who acts in the capacity of Principal Contractor (as defined in the Work Health and Safety Regulation 2017) for the Benefitted Lot.

Strata Scheme means a strata scheme created under the Development Act.

Vehicles means any car, bicycle, motor bicycle, truck, and essential service vehicles and trucks but expressly excludes any vehicle:

- (a) which is waste collection truck,
- (b) which is a construction vehicle for the purposes of major construction works requiring development consent other than for the purpose of the Penetration Works,
- (c) which has a total vehicle height that exceeds 3.5 metres.

Name of the authority empowered to release, vary or modify the terms of this easement is:
NORTHERN BEACHES COUNCIL ABN 57 284 295 198.

Handwritten signature

ANDREA LINZ is authorised to make the amendments on
13/1/2023

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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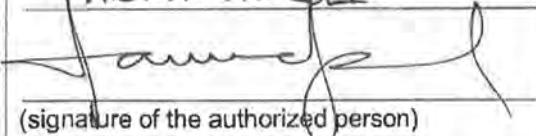
(Sheet 8 of 10 Sheets)

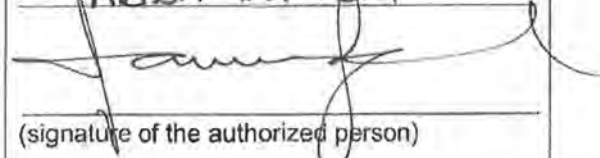
PLAN: DP1290284

Plan of
Covered by Subdivision Certificate
No. _____

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENT FIRSTLY REFERRED TO IN THE ABOVE MENTIONED PLAN.**

Northern Beaches Council.

SIGNED SEALED AND DELIVERED by DEE WHY 1 PTY LTD (ACN 634 192 555) Authority: section 127 of the <i>Corporations Act</i> 2001	)))
Name of the authorized person (please print): <u>AKASH TAVAKOLI</u>	
 (signature of the authorized person)	
Office held: Sole Director/Secretary	

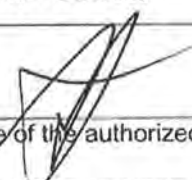
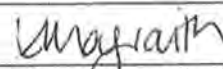
SIGNED SEALED AND DELIVERED by DEE WHY 2 PTY LTD (ACN 634 194 504) Authority: section 127 of the <i>Corporations Act</i> 2001	)))
Name of the authorized person (please print): <u>AKASH TAVAKOLI</u>	
 (signature of the authorized person)	
Office held: Sole Director/Secretary	

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

(Sheet 9 of 10 Sheets)

PLAN: **DP1290284**

Plan of
Covered by Subdivision Certificate
No. _____

SIGNED SEALED AND DELIVERED by GRESHAM PROPERTY FUNDS MANAGEMENT LIMITED ACN 092 191 270 as trustee for GPF NO. 6 in accordance with section 127 of the <i>Corporations Act 2001</i>	))))))
Name of the authorized person (please print): Ami Simon	
 (signature of the authorized person)	
Office held: Director/ Sole Director/ Sole Secretary (strike out as applicable)	
Name of the authorized person (please print): Lauren Magraith	
 (signature of the authorized person)	
Office held: Director / Secretary (strike out as applicable)	

ANDREA LINZ is authorised to make the amendments on
13/1/2023 

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.**

(Sheet 10 of 10 Sheets)

PLAN: DP1290284

Plan of
Covered by Subdivision Certificate
No. _____

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

Signature of Witness: *Elizabeth Reeves*

Name of Witness: Elizabeth Reeves

Address of Witness: 725 Pittwater Road
DEE WHY NSW 2099

EXECUTED for and on behalf of NORTHERN BEACHES COUNCIL (ABN 57 284 295 198) by its attorney who signed this dealing pursuant to the power of attorney specified and who certifies that they have not received any notice of revocation of the power of attorney and in the presence of an eligible witness who certifies that the attorney signed this dealing in the presence of:	))) <i>[Signature]</i>
Witness (signature) <i>Elizabeth Reeves</i>	Signature of attorney Signing on behalf of NORTHERN BEACHES COUNCIL (ABN 57 284 295 198)
Name of Witness Elizabeth Reeves 725 Pittwater Road Address of Witness DEE WHY NSW 2099	Power of attorney - Book: 4751 - No: 813

REGISTERED:



17/01/2023

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 240043
Date: 20/02/2024
Certificate No. ePLC2024/01268

Address of Property: 113/2 Delmar Parade DEE WHY NSW 2099
Description of Property: Lot 13 SP 105877

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

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

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

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.

- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

4 Prohibited

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

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

Dee Why Town Centre Contributions Plan - in force 13 July 2019

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

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

Housing and Productivity Contribution

The subject land is within the Greater Sydney area to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

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

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

9. Flood related development controls

- (1) The land is within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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

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

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

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

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

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

Note—

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

20. Western Sydney Aerotropolis

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

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or

- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

- (1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.
- (2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).
- (3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the ‘Eastern Harbour City’ area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council’s Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council’s own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of

WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - add permitted use of "registered club" on the site of the proposed new Warringah Golf Club

Applies to land: Lot 2742 DP 752038

Outline: Amends WLEP 2011 to:

- Permit an additional permitted use of "registered club" on the site of the proposed new Warringah Golf Club

Council resolution: 24 October 2023

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Geotechnical Planning Controls

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands

- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

Coastal Erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

Coastal Hazards

Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. Please contact Northern Beaches Council for further information.



Scott Phillips
Chief Executive Officer
 20/02/2024



OCCUPATION CERTIFICATE No. P20200080

Issued under the Environmental Planning and Assessment Act 1979 Sections 6.4(c) and 6.10

Property details

Address 2 Delmar Parade, Dee Why NSW 2099
Lot No: 1
DP No: 710661
Municipality: Northern Beaches

Applicant

Name: Landmark Group Australia
Address: Level 25, 88 Phillip Street, Sydney NSW 2000

Owner

Name: Dee Why 1 Pty Ltd and Dee Why 2 Pty Ltd
Address: Level 25, 88 Phillip Street, Sydney NSW 2000

Building Details

Use: Mixed use development comprising of basement car parking, commercial tenancies (base building elements only) and residential apartments.
BCA classification: Class 2, 5, 6 & 7a

Development Consent

Consent No.:	Date of determination:	Consent Authority
DA2017/1183	12 September 2018	Northern Beaches Council
Mod2020/0081	22 September 2020	Northern Beaches Council
Mod2021/0274	10 September 2021	Northern Beaches Council
Mod2022/0401	5 September 2022	Northern Beaches Council

Construction Certificate

Certificate No.:	Date of Determination:	Certifying Authority
P20200080	11 November 2020	Paul Ladogna - BDC0219
P20200080 A	15 January 2021	Paul Ladogna - BDC0219
P20200080 B	30 June 2021	Paul Ladogna - BDC0219
Amended P20200080 C	5 September 2022	Paul Ladogna - BDC0219
Amended P20200080 D	23 November 2022	Paul Ladogna - BDC0219

Performance Solution Report forming part of this certificate

Title of report: Fire Engineering Report
Date of report: 21 June 2022
Reference No./Revision No.: 20196-R01 Issue No. 5
Name of Certifier - Fire Safety: Vinh Dang - Innova Services
Registration No.: BDC3238

VAST Certification Pty Ltd

P: (02) 9569 1801 | info@vastcertification.com.au | www.vastcertification.com.au
ABN: 72 169 034 566 | PO Box 70 Camperdown NSW 1450

Determination

Approved

Certificate No.: P20200080

Date of Determination: 10 February 2023

Certificate / Certifying Authority

I Paul Ladogna certify that:-

- I have been appointed as the principal certifier under s 6.5.
- The health and safety of the occupants of the building have been taken into consideration.
- A current Development Consent is in force with respect to the building.
- A current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- A final fire safety certificate has been issued for the building.
- A report from the Commissioner of Fire Brigades has been considered.

Signature



Paul Ladogna
Registered Certifier
Registration No. BDC0219

VAST Certification Pty Ltd
ABN: 72 169 034 566

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: ADAM LOUIS MARTINEZ-CHRISTODOULATOS
Purchaser:
Property: Unit 113, 2 Delmar Parade, DEE WHY NSW 2099
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
 - (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

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

- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
 - (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



Revenue

Enquiry ID	4058044
Agent ID	81429403
Issue Date	08 Feb 2024
Correspondence ID	1779566643
Your reference	240043

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S105877/13	Unit 113, 2 DELMAR PDE DEE WHY 2099	\$124 230	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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