

Contract for the Sale and Purchase of Land 2019 Edition

TERM	MEANING OF TERM	eCOS ID:	NSW DAN:
Vendor's Agent	Upstate Geoff Pickering Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW 2099		Phone 02 9971 9000 Fax Mobile 0414 590 598 Email geoff.p@upstate.com.au
Co-Agent Vendor	Paul Conrad Trenear and Ana Maria Ostos Piedrahita 23/52 The Crescent DEE WHY NSW 2099		
Vendor's Conveyancer	Aldren Conveyancing Services – Sara Aldren PO Box 468 DEE WHY NSW 2099	11 High Street DEE WHY NSW 2099	Phone 02 9984 8840 Fax 02 9984 8850 Email sara@aldrenconveyancing.com.au
Date for Completion	70 th day after the Contract Date (Clause 15) - Subject to Special Condition 46.6 (Earlier Completion)		
Land Address	23/52 The Crescent, Dee Why NSW 2099		
Plan Details	Lot 23 in Strata Plan 8090		
Title Reference	23/SP8090		
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
Attached Copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered <input type="checkbox"/> other document		

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

Inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> other: tv bracket	<input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> TV antenna	<input type="checkbox"/> curtains <input type="checkbox"/> ceiling fans <input type="checkbox"/> garden shed
Exclusions					
Purchaser's Representative	Phone Fax Email				
Price	\$				
Deposit	\$ _____ (10% of the price, unless otherwise stated)				
Balance	\$				
Contract Date					

Buyer's Agent

Vendor	Witness
<div style="border: 1px dotted black; padding: 5px; width: fit-content; margin: 10px auto;"> GST AMOUNT (Optional) The price includes GST of: \$ </div>	
Purchaser	Witness
<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	

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

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELO) (clause 30)

Property Exchange Australia Ltd (PEXA)

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*

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

(residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's Name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

Gilbey Burgess Strata Management

PO Box 147

MANLY NSW 1655

Phone: 02 9907 0006

Fax:

Email: admin@gbsm.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

These are the Special Conditions to the Contract for the Sale and Purchase of Land for **23/52 The Crescent, Dee Why NSW 2099**.

32. Definitions and Interpretation

32.1. Definitions

In this Contract:

- (a) *"Take Prohibited Action"* means make a requisition, an objection, a claim or delay completion or rescind or terminate or attempt to do any of these things;
- (b) *"Tax Act"* means the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953, as applicable; and
- (c) Headings are for ease of reference only and do not affect interpretation.

32.2. Interpretation

Unless the context indicates a contrary intention:

- (a) "Person" or "party" includes an individual, the estate of an individual, a corporation, an authority, an association or an incorporated or unincorporated joint venture, a partnership and a trust;
- (b) A reference to a statute includes its regulations and a reference to a provision of a statute or regulations includes their consolidations, amendments, re-enactments and replacements;
- (c) A word importing the singular includes the plural and vice versa and a word indication a gender includes every other gender;
- (d) A reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, scheduled, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) These Special Conditions shall apply if there is any inconsistency between these conditions and the printed Standard Conditions (Pages 2 to 20 inclusive) or any annexure thereto;
- (f) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "Includes" in any form is not a word of limitation; and
- (h) A reference to "\$" or "dollar" is to Australian currency.

33. Variations to the Standard Conditions (pages 4 to 19)

33.1. Variations

The following Standard Conditions (prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales) in the printed form (pages 4 to 19) of the Contract shall be amended as follows:

- (a) Standard Condition 1 – Add the words "or a general question about the property or title" after the word "claim" in the definition "requisition";
- (b) Standard Condition 1 – Add the words "from any competent authority or adjoining owner" after the word "road" in the definition "work order";
- (c) Standard Condition 2.9 – Delete the words "if each party tells the deposit holder that the deposit is to be invested" and replace with "each party is to provide the deposit holder with their tax file number at the time the deposit is being invested";
- (d) Standard Condition 7.1.1 – Deletion of "5%" and insertion of "\$1.00" in its place;
- (e) Standard Condition 7.2.1 – Deletion of "10%" and insertion of "\$1.00" in its place;
- (f) Standard Condition 8.1 – Deletion of the words "on reasonable grounds";
- (g) Standard Condition 9.1 – Replace with "keep or recover the deposit (including, despite any other provision in this Contract, all interest earned on it)";
- (h) Standard Condition 10.1 – Replace the first line with "The purchaser cannot *Take Prohibited Action* in respect of";
- (i) Standard Condition 10.1.8 – Replace the word "substance" with "existence";
- (j) Standard Condition 10.1.9 – Replace the word "substance" with "existence";
- (k) Standard Condition 14.4.2 – Replaced in its entirety with the following:
The amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year current at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted does not exceed the amount of land tax that is actually paid or payable for the year);
- (l) Standard Condition 14.8 – Add the words "by any competent authority" after the word "started";
- (m) Standard Condition 16.7 – Deletion of the words "cash (up to \$2,000.00) or";
- (n) Standard Condition 16.12 – Deletion of all words after "if it is in NSW"
- (o) Standard Condition 23.6.1 – Replaced in its entirety with the following:
The Vendor is liable for all contributions due before the Contract date;
- (p) Standard Condition 23.6.2 – Replace the word "determined" with "due"
- (q) Standard Condition 23.13 – Deletion of the words "at least 7 days before the date for completion";
- (r) Standard Condition 23.14 – Deletion of the first sentence in its entirety; and
- (s) Standard Condition 24.3 – Deletion in its entirety.

34. Alterations and Additions to the Contract

34.1. Authorisation for Alterations and Additions to the Contract

Each party hereto authorises its Conveyancer/Solicitor (or any employee of that Conveyancer/Solicitor) to make alterations to this Contract, including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure added shall form part of this Contract as if the same had been annexed at the time of execution.

34.2. Electronic and Digital Signing

The parties acknowledge and agree that:

- (a) The Contract may be electronically or digitally signed;
- (b) The delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- (c) For the avoidance of doubt, witnessing of a party's signature is preferred but not required;
- (d) They will be bound by the Contract which has been electronically/digital signed; and
- (e) The original Contract is the Contract which has been electronically or digitally signed.

35. Entire Agreement and Warranties

35.1. Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Contract represents the entire agreement between the parties and supersedes any prior discussion or written or other agreement of the parties.

35.2. No Warranty by Vendor

Without limiting Special Condition 35.1, the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract is accurate or complete and any warranties by or on behalf of the Vendor, express or implied are hereby negated.

35.3. Warranty by Purchaser

The Purchaser represents and warrants that in entering this Contract they:

- (a) Have not relied on any brochure, advertisement or other document referred to in Special Condition 35.2
- (b) Have not been induced to enter into this Contract by any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the Vendor in respect of the property or anything relation to, or which could have an effect upon the property;
- (c) Have relied entirely on their own enquiries, searches and inspections of the property;
- (d) Are satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
- (e) Are satisfied as to the need for and the existence or validity of any development or other approval for the property;
- (f) Accept the property in its present condition with its existing defect latent and patent; and
- (g) Are not permitted to *Take Prohibited Action* regarding any of the foregoing.

36. No Representation

36.1. Purchaser's Acknowledgement

The Purchaser acknowledges that no warranty or representation has been made to them or anyone on the Purchaser's behalf as to the suitability of any improvements for any use or purpose of the suitability of the property for any development

37. Attachment of Documents

37.1. Attachment as Agent

The Purchaser acknowledges that if before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or the Vendor's Conveyancer by or on behalf of the Purchaser or the Purchaser's Conveyancer/Solicitor, the person attaching those documents or copies of documents did so as the Agent of the Vendor.

37.2. No Warranty

Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

38. Service of Documents

Notwithstanding the provisions contained in Standard Condition 20.6.5 hereof a document under or relating to this Contract shall be sufficiently served for the purpose of this Contract if the document is sent by facsimile transmission or email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed, except where:

- (a) The time of dispatch is not before 5:00pm (Australian Eastern Standard Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; and
- (b) The Sender's machine indicates a malfunction in transmission or the Recipient immediately notifies the Sender of an incomplete transmission in which case the facsimile transmission or email transmission shall be deemed not to have been given or made.

39. Conditions of Sale by Auction

39.1. Sold by Auction

If the property is or is intended to be sold by auction Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.

39.2. Conditions

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a) The Principal's reserve price must be given in writing to the Auctioneer before the auction commences;
- (b) A bid for the Seller cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Seller;
- (c) The highest Bidder is the Purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the Auctioneer is the sole Arbitrator and the Auctioneer's decision is final;
- (e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Seller;
- (f) A Bidder is taken to be a Principal unless, before bidding, the Bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer; and
- (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

39.3. Bids

The following conditions, in addition to those prescribed by Special Condition 39.1. are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All Bidders must be registered in the Bidders Record and display an identifying number when making a bid;
- (b) One bid only may be made by or on behalf of the Seller. This includes a bid made by the Auctioneer on behalf of the Seller; and
- (c) When making a bid on behalf of the Seller or accepting a bid made by or on behalf of the Seller, the Auctioneer must clearly state that the bid was made by or on behalf of the Seller or Auctioneer.

40. Property Sold in its Present Condition

40.1. Condition and State of Repair

Without excluding, modifying or restricting the Purchaser's rights under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Purchaser:

- (a) Acknowledges having inspected the property and that they are purchasing the property in its present condition and state of repair, including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets and subject to any defects (whether latent or patent) and any infestations and dilapidations.
- (b) The Purchaser cannot *Take Prohibited Action* because:
 - (i) Of the condition or state of repair of the property or the common property;
 - (ii) Any water or sewerage main or any underground or surface stormwater pipe or drain passes through or, over or under the property or the common property;
 - (iii) Any sewer, manhole or vent is on the property or the common property;
 - (iv) The downpipes on the property are connected with the sewer or the common property; or
 - (v) The property may or may not comply with the Swimming Pools Act or any other applicable legislation in respect of any swimming pool and or spa forming part of the property.

40.2. Purchaser's Consent

The Purchaser acknowledges and warrants that it has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents.

41. Vendor's Agent

41.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or property by any Real Estate Agent (or any employee of any Real Estate Agent or any person having any connection with a Real Estate Agent who may be entitled to claim commission) other than the Vendor's Agent named on the Front Page of the Contract, nor was any other Agent the effective cause of the sale herein provided for.

41.2. Purchaser's Indemnity

In the event that the Purchaser is in breach of such warranty, the Purchaser agrees to indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any Real Estate Agent or other person arising out of or in connection with the Purchaser's breach of this warranty and it is hereby agreed and declared that this Special Condition shall not merge in the transfer upon completion or be extinguished by completion of this Contract and shall continue in full force, and effect, notwithstanding completion.

42. Foreign Person or Corporation

42.1. Foreign Person or Corporation

The Purchaser warrants to the Vendor that if it is a "Foreign Person" or "Foreign Corporation" as defined in the Foreign Acquisition and Takeover Act 1975 that they have obtained consent from the Foreign Investment Review Board in accordance with the provisions of the Foreign Acquisition and Takeover Act 1975 to its Purchaser of the property. Upon demand, the Purchaser will produce to the Vendor such evidence as is required by the Vendor in satisfaction of this authority.

42.2. Purchaser's Indemnity

The Purchaser hereby indemnifies the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

43. Death, Bankruptcy or Incapacity

43.1. Death, Bankruptcy or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or, if more than one, any of them) prior to completion die, become mentally ill (as defined in the Mental Health Act), become insolvent or appoint or suffer the appointment of a Trustee in Bankruptcy, Receiver, Receiver/Manager, voluntary Administrator or Liquidator, then the Vendor may rescind this Contract by notice in writing forwarded to the other party and there upon this Contract shall be at an end and the provisions of Standard Condition 19 hereof shall apply.

44. Deposit

44.1. Investment of the Deposit

The deposit payable on exchange of Contracts shall be paid to the Vendor's Agent (the "*Stakeholder*") who shall invest such monies (at their own discretion) in a Bank or Permanent Building Society Account in the names of the *Stakeholder* on trust for the Vendor and Purchaser with interest accruing on the investment.

44.2. Interest

Despite Standard Condition 2.9, all interest payable on the deposit will be payable as follows:

- (a) If the deposit paid is 10% or greater, interest earned will be paid in accordance with Standard Condition 2.9;
- (b) If the deposit paid as agreed by the Vendor is less than 10%, the Purchaser agrees that all interest earned on the investment of the deposit will be payable to the Vendor. Accordingly, Standard Condition 2.9 is to be amended by deleting the words "parties equally" on the second last line and replacing with "Vendor";
- (c) If this Contract is duly terminated or rescinded, then the defaulting party shall forfeit its share of interest accrued; or
- (d) If this Contract is rescinded and Standard Condition 19 applies, then, notwithstanding which party has rescinded, all interest earned will be payable as to one-half to the Purchaser and one-half to the Vendor.

44.3. Cooling Off Provisions

If this Contract is subject to a Cooling Off period, then notwithstanding Standard Condition 2 hereof, the parties agree that the deposit is to be paid in the following manner:

- (a) As to 0.25% of the price on the making of the Contract; and
- (b) As to the balance before the expiration of the Cooling Off Period unless a notice is served in accordance to Section 66U of the Conveyancing Act 1919.

In this respect, time shall be deemed to be of the essence of this Contract.

44.4. Deposit Being Available on Completion

If the Vendor requires the deposit to be available on completion for the purchase of another property or to discharge the Vendor's liabilities under any Mortgage associated with the property, the Purchaser agrees to authorise the *Stakeholder* to have the deposit made available on settlement. Such release of the deposit is to be transferred to the Purchaser's Conveyancer/Solicitor trust account or if no such trust account is held, then the Purchaser will instruct their Conveyancer/Solicitor (subscriber) to attend to creating a PEXA Source Account whereby the PEXA Source Account Deposit Form is to be forwarded to the Vendor's Representative when requested. The Vendor shall not be liable for any costs associated with the Purchaser's requirement to satisfy this condition.

44.5. Payment of the Deposit by way of instalments

Upon written confirmation from the Vendor's Representative, the Vendor agrees to accept payment of the 10% deposit of the price by instalments as follows:

- (a) As to 5% of the price on the date hereof; and
- (b) As to the balance on the earlier of the two (2) dates being the date of completion or the date which the Vendor issues a notice of termination of Contract as a result of any breach of the terms and/or conditions of the Contract of Sale by the Purchasers. If the Purchaser fails to pay the sum referred to in this condition, the Vendor may, on demand, recover the balance of the deposit from the Purchaser as a debt.

This condition shall not merge on completion.

45. Requisitions on Title

45.1. For of Requisitions

Notwithstanding the provisions of Standard Condition 5, it would be preferred that the general form of Requisitions on Title in the form of Strata Title (Residential) Property Requisitions on Title (2013 edition by TressCox Lawyers) are used.

46. Settlement

46.1. Liquidated Damages

Without prejudice to the rights, powers and remedies otherwise available to the Vendor and despite any other provision of this Contract, if for any reason not attributable solely to the Vendor, completion does not take place at the scheduled time on the completion date or does not take place at the re-arranged time on that same day, then, the Purchaser must pay to the Vendor as liquidated damages and in addition to all other money payable under this Contract an amount calculated at the rate of 10% (per annum) on the balance of the purchase price calculated daily from and including the completion date (but excluding the actual day of settlement) which is to be paid on completion. The interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and the Vendor is not obliged to complete until such time that the interest has been paid.

46.2. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, the Vendor and Purchaser agree:

- (a) That in the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled after the hour of 4:00pm to serve a notice to complete for this Contract making such time for settlement time of the essence of this Contract;
- (b) A period of not less than fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect to the sale period; and
- (c) The Purchaser will pay to the Vendor on settlement an additional amount of \$200.00 plus GST as reimbursement of additional legal costs incurred by the Vendor for the preparation and issuing the notice to complete. Payment of this amount is an essential term of this Contract.

46.3. Error in Adjustments

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the Vendor and the Purchaser agree that, upon being so requested by the other party, make the correct calculation and pay such amount required to the party to whom it is payable. This clause shall not merge on completion.

46.4. Completion Date

It is agreed between the parties that completion shall not take place between 9:00am, 23 December and 5:00pm 11 January (the "holiday period") in any given year. Any notices served during this period is taken as being served on the following business day outside the holiday period.

46.5. Order on the Agent

The Purchaser must at least two (2) business hours prior to complete provide the Order on the Vendor to the Vendor's Representative which will be held in escrow pending settlement.

46.6. Earlier Completion

Notwithstanding any other provision of this Contract and subject to Special Condition 46.4, the parties agree that completion shall take place earlier than the completion date noted on the Front Page of the Contract, providing the Vendor or Vendor's Conveyancer gives the Purchaser or the Purchaser's Representative not less than 14 days' written notice of their intention to complete at an earlier date.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: 23/SP8090

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/7/2022	1:16 PM	8	22/2/2022

LAND

LOT 23 IN STRATA PLAN 8090

AT DEE WHY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

PAUL CONRAD TRENEAR

ANA MARIA OSTOS PIEDRAHITA

AS JOINT TENANTS

(T AG810289)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP8090

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

221006

PRINTED ON 21/7/2022

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



FOLIO: CP/SP8090

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/7/2022	1:16 PM	13	7/2/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 8090
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 SHEET 1 SP8090

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 8090

ADDRESS FOR SERVICE OF DOCUMENTS:

PO BOX 147

MANLY

NSW 1655

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A490941 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 L866641 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE
DESCRIBED DESIGNATED (A) IN SP4684
- 4 DP548500 RIGHT OF FOOTWAY AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM (SEE M293770)
- 5 DP548500 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND 1.525 WIDE AND VARIABLE
WIDTH IN DP548500 (SEE M293770)
- 6 DP548500 RIGHT TO USE SWIMMING POOL AFFECTING THE PART SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 7 DP548500 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND 3.66 WIDE IN DP548500
(SEE M293770)
- 8 DP548500 EASEMENT TO DRAIN WATER AFFECTING THE LAND 3.66 WIDE
IN DP548500 (SEE M293770)
- 9 DP548500 EASEMENT TO DRAIN SEWAGE AFFECTING THE LAND 3.66
WIDE IN DP548500 (SEE M293770)
- 10 DP548500 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND 3.66 WIDE IN DP548500
(SEE M293770)
- 11 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP8090

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN
LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974

- 12 AP113873 INITIAL PERIOD EXPIRED
13 AR862582 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 432)

STRATA PLAN 8090

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 14	2	- 14	3	- 8	4	- 9
5	- 9	6	- 9	7	- 8	8	- 9
9	- 9	10	- 9	11	- 8	12	- 9
13	- 9	14	- 10	15	- 9	16	- 9
17	- 9	18	- 9	19	- 9	20	- 9
21	- 9	22	- 9	23	- 9	24	- 9
25	- 9	26	- 9	27	- 9	28	- 9
29	- 9	30	- 9	31	- 9	32	- 9
33	- 9	34	- 9	35	- 9	36	- 9
37	- 9	38	- 9	39	- 9	40	- 9
41	- 9	42	- 9	43	- 9	44	- 9
45	- 9	46	- 9	47	- 10		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

221006

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6.

(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Lengths are in metres

Last Plan: DP 548500 DP 7579



Ø RIGHT OF FOOTWAY BY M.293770
 * RIGHTS TO SWIMMING POOL USE BY M.293770
 @ EASEMENT FOR DRAINAGE CREATED BY A490941

External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

(c) For use only where plan contains 10 lots or less. In other cases set out schedule on a separate sheet.

(d) Delete if inappropriate.

Schedule of Unit Entitlement ^(c)		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
<div style="position: relative; height: 300px;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%) rotate(-45deg);"> VIDE SHEETS 2 & 3 </div> </div>		
AGGREGATE		

I, **ROBERT DOUGLAS DUNLOP**
of **13 HOLT AVENUE, MOSMAN**
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel(d) subject to clause (2) of this certificate;

(4)(2) ~~coves or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~

Dated **DECEMBER 12, 1973**
Signature Robert D. Dunlop

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date 22nd January 1974
Subdivision No. 806/74
R. M. Drakey
Council Clerk

The address for service of notices on the body corporate is: } THE PROPRIETORS STRATA PLAN 8090
} CL LEVEL 15, 37 YORK STREET, SYDNEY, 2000

STRATA PLAN No. 8090

Schedule of Unit Entitlements.		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
1	14	
2	14	
3	8	
4	9	
5	9	
6	9	
7	8	
8	9	
9	9	
10	9	
11	8	
12	9	
13	9	
14	10	
15	9	
16	9	
17	9	
18	9	
19	9	
20	9	
21	9	
22	9	
23	9	
24	9	
25	9	
26	9	
27	9	

CONTINUED SHEET 3...

Robert D. Dwyer
 Surveyor.

Kim Dwyer
 Council Clerk.

STRATA PLAN No. 8090

...CONTINUED

Schedule of Unit Entitlements		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
28	9	
29	9	
30	9	
31	9	
32	9	
33	9	
34	9	
35	9	
36	9	
37	9	
38	9	
39	9	
40	9	
41	9	
42	9	
43	9	
44	9	
45	9	
46	9	
47	10	
AGGREGATE	432	

Robert D. Smith
Surveyor.

Robert D. Smith
Council Clerk.

STRATA PLAN No.8090

BLOCK 'A' GROUND FLOOR PLAN GARAGES AND STOREROOMS

ø	ø	PT.30 (16.9m ²)	PT.31 (16.9m ²)	PT.32 (16.9m ²)	PT.39 (16.9m ²)	PT.40 (16.9m ²)	PT.41 (16.9m ²)	PT.42 (16.9m ²)	PT.43 (16.9m ²)	PT.44 (17.5m ²)
LINE OF FACES OF WALLS										

LINE OF FACES OF WALLS										
2.5 PT.33 (13.7m ²)	PT.34 (17.9m ²)	PT.35 (21.5m ²)	ø ø STAIRS ø	PT.36 (21.5m ²)	PT.37 (21.6m ²)	PT.38 (21.5m ²)	ø ø STAIRS ø	PT.45 (20.5m ²)	PT.46 (20.7m ²)	PT.47 (26.4m ²)
ELECTRICAL ROOM ø			PT.34 (4.3m ²)				PT.44 (4.3m ²)			

BLOCK 'B' GROUND FLOOR PLAN GARAGES AND STOREROOMS

PT.15 (16.3m ²)	PT.16 (16m ²)	PT.18 (16m ²)	PT.21 (16m ²)	PT.22 (16m ²)	PT.23 (16m ²)	PT.24 (16m ²)	PT.25 (16m ²)	PT.26 (16.9m ²)
LINE OF FACES OF WALLS								
LINE OF FACES OF WALLS								
PT.27 (22.2m ²)	PT.28 (19.8m ²)	PT.29 (20m ²)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> STAIRS φ </div> <div style="text-align: center;"> <div>1.89</div> <div>PT.15 (2.6m²)</div> <div>PT.16 (2.5m²)</div> <div>PT.18 (2.8m²)</div> <div>PT.26 (3.6m²)</div> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> LINE OF WALLS I.A. φ </div> <div style="text-align: center;"> <div>1.89</div> <div>PT.22 (2.6m²)</div> <div>PT.24 (2.5m²)</div> <div>PT.25 (2.6m²)</div> </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> STAIRS φ </div> </div>	PT.17 (20m ²)	PT.19 (19.8m ²)	PT.20 (22.2m ²)		
ELECTRICAL ROOM								

ALL AREAS ARE APPROXIMATE ONLY.
 Ø DENOTES COMMON PROPERTY.

ALL BOUNDARIES ARE CENTRES OF WALLS OR
 LINE OF FACES OF WALLS WITH THE EXCEPTION
 OF STOREROOMS PTS. 15 & 22 WHICH ARE
 DEFINED BY DIMENSIONS.

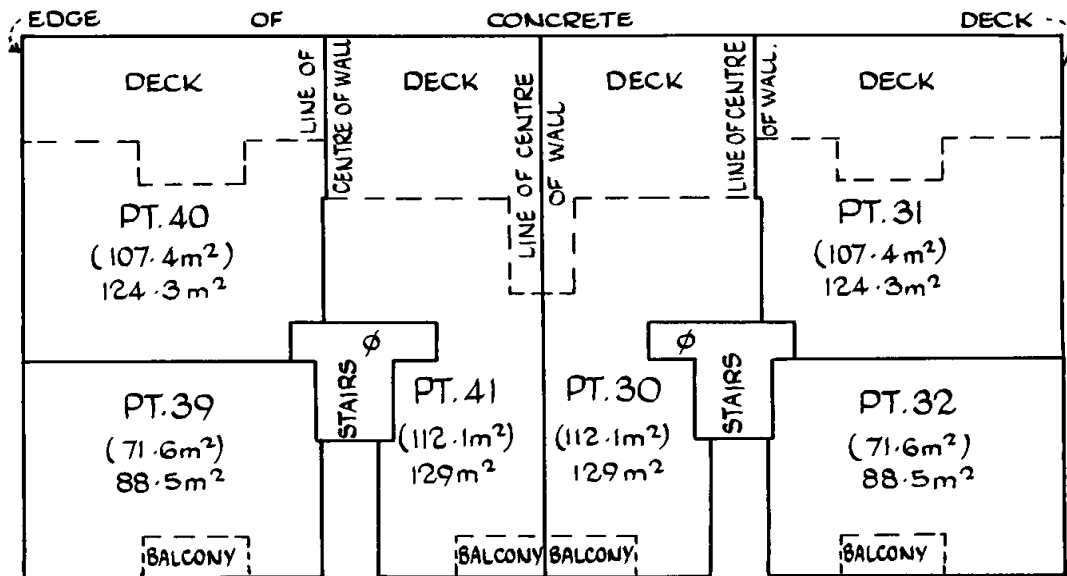
Robert D. Dunlop
 Surveyor.

Robert D. Dunlop
 Council Clerk.

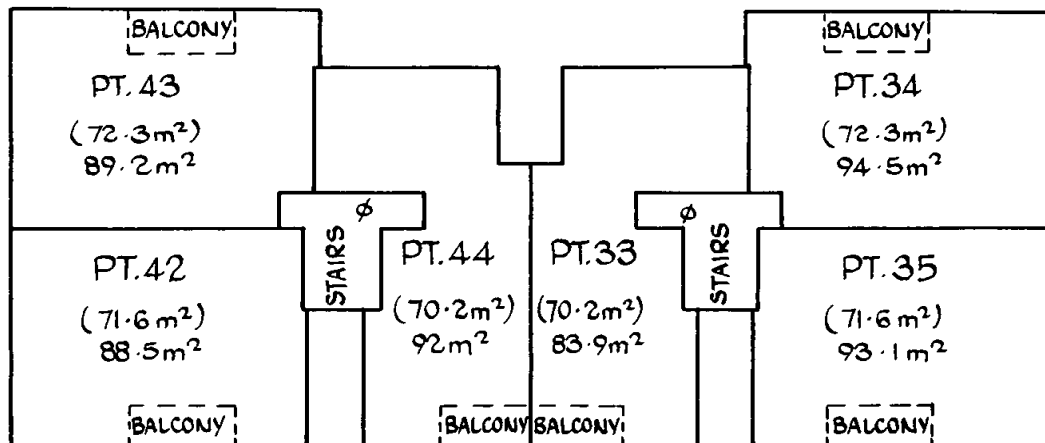
STRATA PLAN No. 8090

BLOCK 'A'

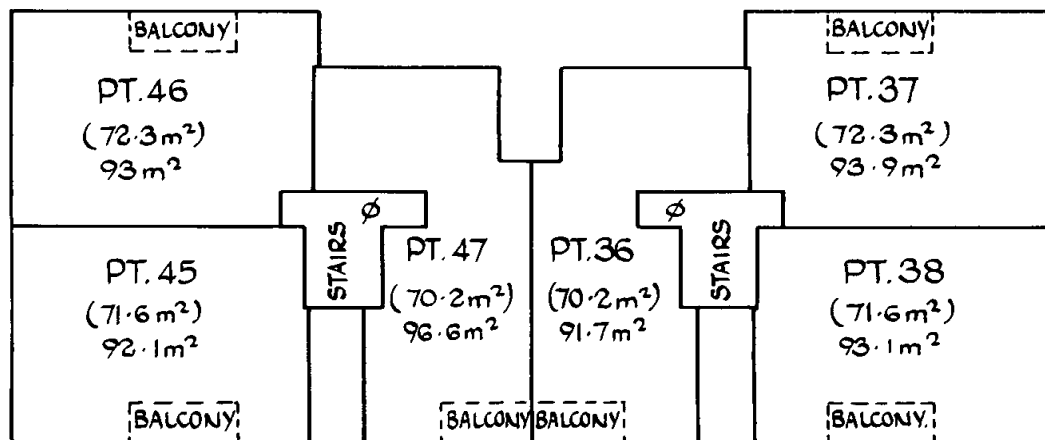
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



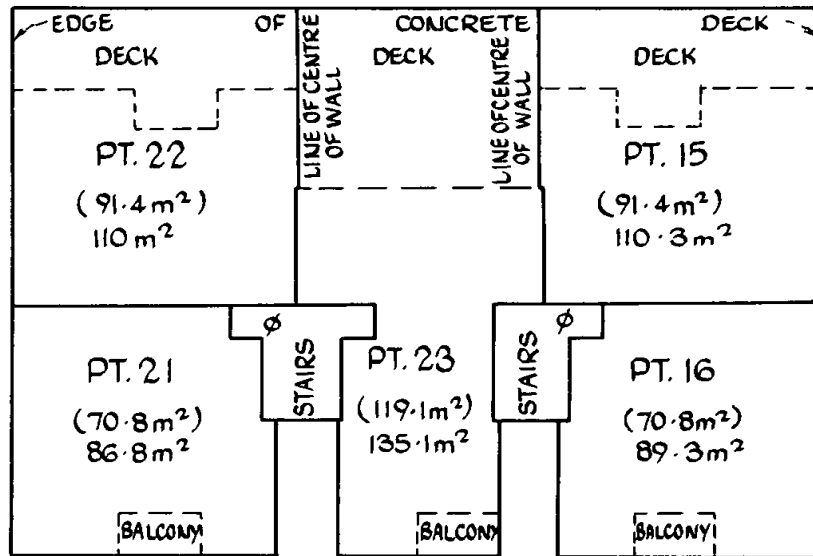
FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES AND DECKS WHICH ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

Ø DENOTES COMMON PROPERTY.

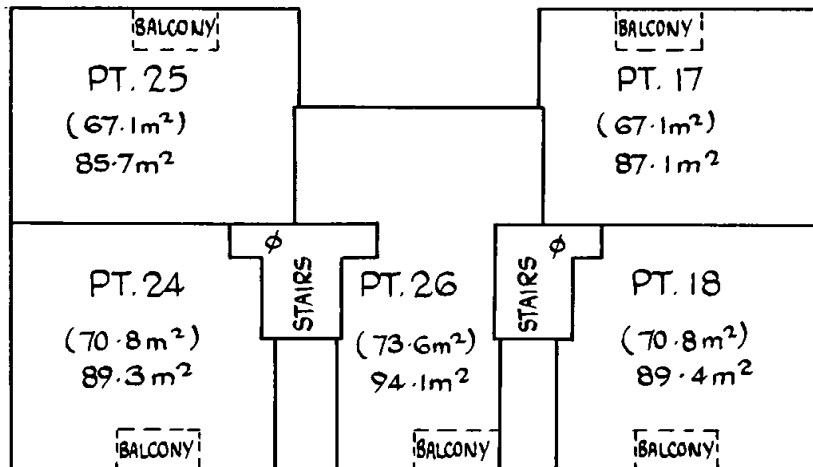
Robert D. Dwyer
Surveyor.

Paula M. Dwyer
Council Clerk.

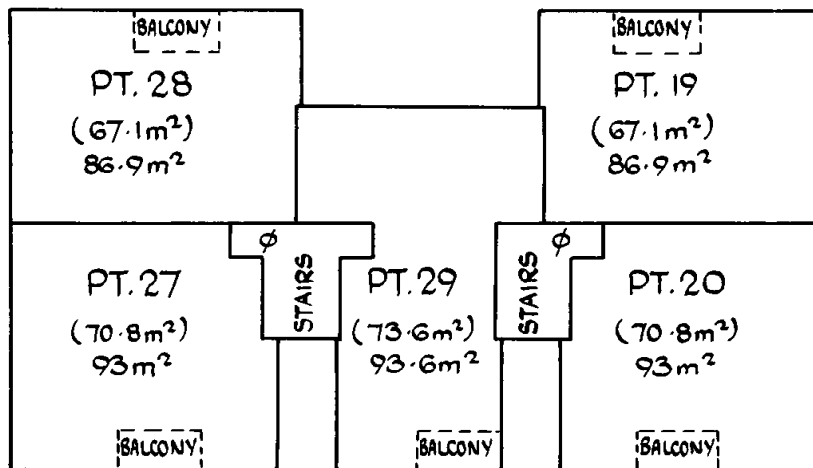
STRATA PLAN No. 8090
BLOCK 'B'
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES AND DECKS WHICH ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

Ø DENOTES COMMON PROPERTY.

Robert D. Dumble
 Surveyor.

Robert D. Dumble
 Council Clerk.

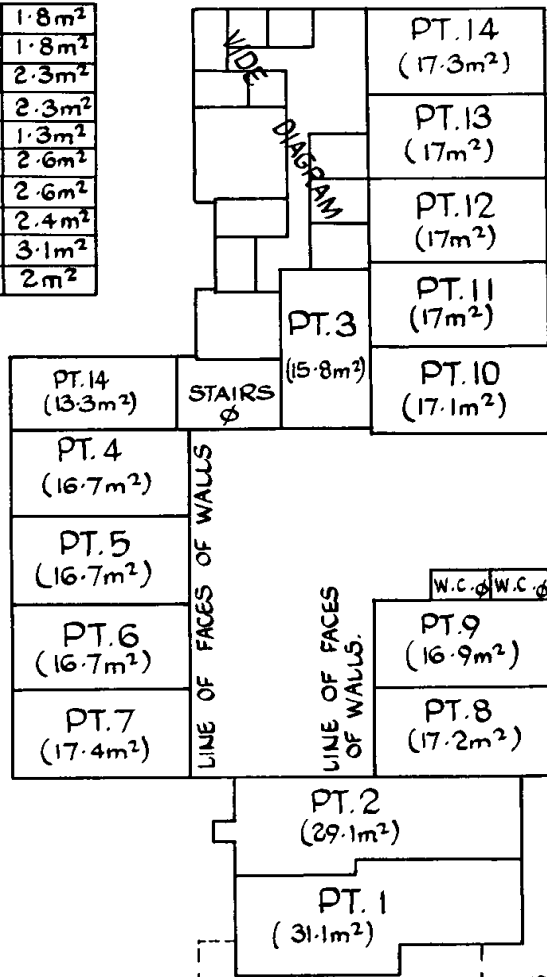
STRATA PLAN No.8090

BLOCK 'C'

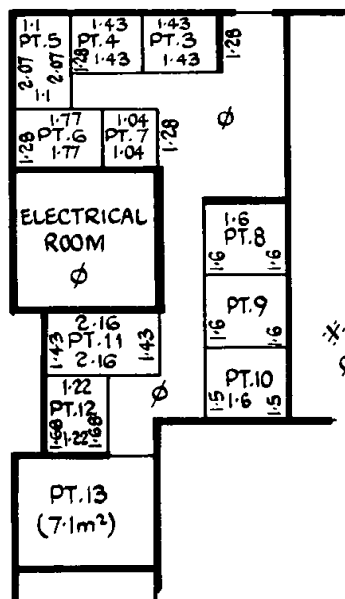
AREA OF STOREROOMS

PT.3	1.8m ²
PT.4	1.8m ²
PT.5	2.3m ²
PT.6	2.3m ²
PT.7	1.3m ²
PT.8	2.6m ²
PT.9	2.6m ²
PT.10	2.4m ²
PT.11	3.1m ²
PT.12	2m ²

GROUND FLOOR PLAN - GARAGES AND STOREROOMS

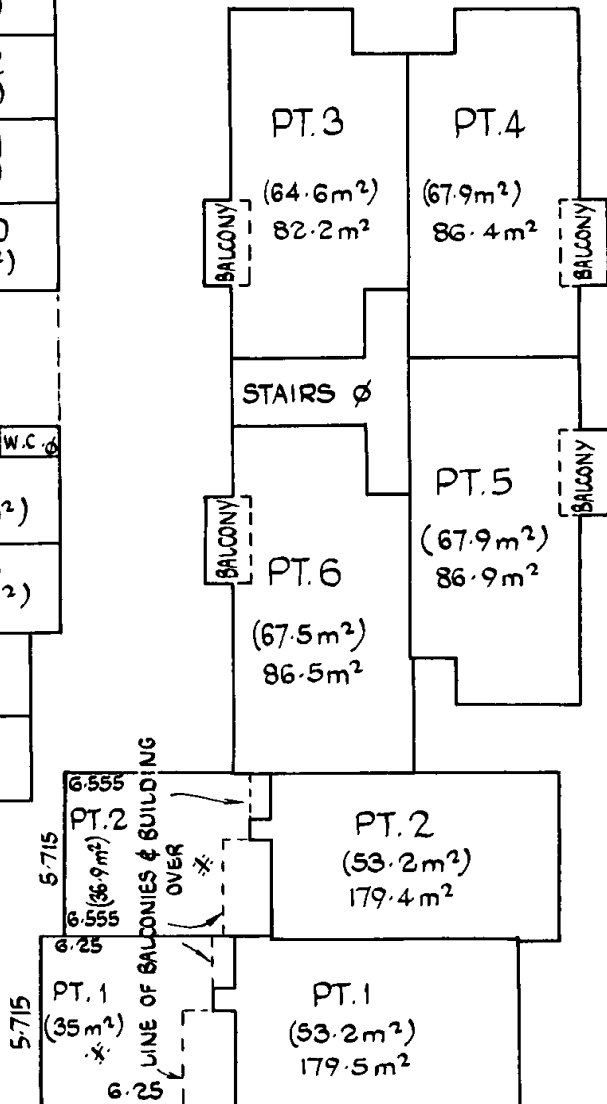


~ DIAGRAM ~



Robert D. Smith
 Surveyor.

FIRST FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY
 & INCLUDE BALCONIES WHICH ARE
 RESTRICTED IN HEIGHT TO 2.59
 ABOVE THE FLOOR LEVEL.

* DENOTES GARDEN AREA
 Ø DENOTES COMMON PROPERTY.

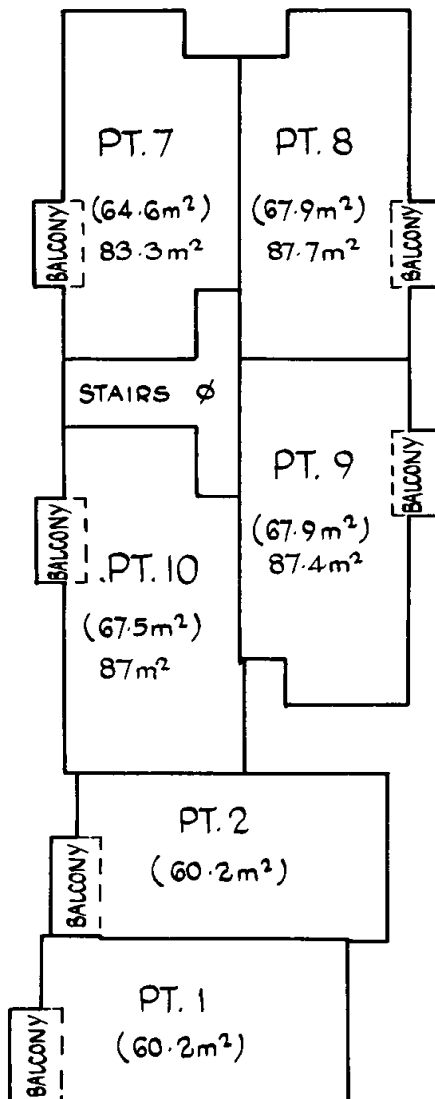
GARDEN AREAS ARE RESTRICTED IN
 HEIGHT FROM 2.59 ABOVE AND IN DEPTH
 TO 1.525 BELOW THE FLOOR LEVEL OF
 THE ADJACENT DWELLING.

Alan Drake
 Council Clerk.

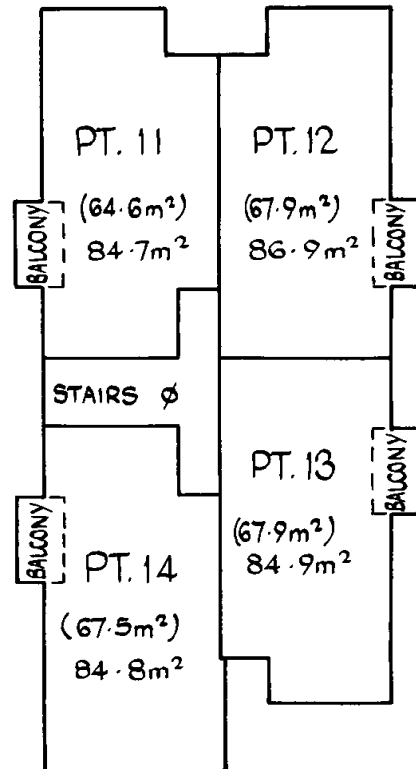
STRATA PLAN No.8090

BLOCK 'C'

SECOND FLOOR PLAN



THIRD FLOOR PLAN



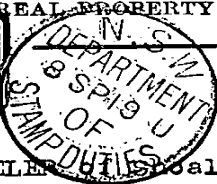
FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES WHICH ARE RESTRICTED IN HEIGHT TO 2.59 ABOVE THE FLOOR LEVEL.
Ø DENOTES COMMON PROPERTY.

Robert D. Dwyer
Surveyor.

R. M. M. M. M.
Council Clerk.

Transfer
Enrolment
Certificate
SIMPLE.

MEMORANDUM OF TRANSFER



GEORGE WHEELER Coalhaven Farmer



A490941F



A 490941

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

All subsisting encumbrances must be noted hereon. (See page 2.)

If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of ^d the sum of FOUR HUNDRED

POUNDS

(£ 400 —)

Name, residence, occupation, or other designation, in full, of transferee.

paid to me by^e JAMES ARCHBOLD of Roseville Retired Orchardist

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said^f James Archbold

Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

Parish or town and county.

situate in^h Parish of Manly County of Cumberland

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title." Strike out if not appropriate.

beingⁱ part of the land comprised in^j Certificate of Title

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon [or annexed hereto]" or "described as follows, viz.":—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

dated 25th March 1911 registered volume No. 2134 folio 116 and being Lots Twenty, Twenty one, Twenty six, Twenty seven, Thirty one and thirty two as shown on Deposited Plan 7579. Reserving to me the Transferee out of said lots twenty seven and thirty one the drainage easement ten feet wide shown on the said deposited plan

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filed in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

- D See note "c," page 1.
A very short note of
the particulars will
suffice.

Subject to reservations noted on Certificate of Title
~~and to the Drainage Easement noted on the Certificate~~
~~of Title.~~

[Rule up all blanks before signing.]

- m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
"instrument was read
"over and explained
"to him, and that he
"appeared fully to un-
derstand the same."

In witness whereof, I have hereunto subscribed my name, at
the *twenty ninth* day of *August* in the year
of our Lord one thousand nine hundred and nineteen

Signed in my presence by the said

GEORGE WHEELER

WHO IS PERSONALLY KNOWN TO ME

Signed^a

George Wheeler
Transferrer.

- n Repeat attestation for
additional parties if
required.

^a If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

JAMES ARCHBOLD.

WHO IS PERSONALLY KNOWN TO ME

F. C. Dyer

Attested Clerk
24 Moore Street, Sydney

correct for the purposes of the Real Property Act.

James Archbold
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferor.

Name of Transferor.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner

27 33 1/2 p or 11th being lots 20 and 21
 and 1a or 5 1/2 p or 11th being lots 26, 27
 31 and 32 in b.p. 7579

Delivered

Lodged by

(Name)

(Address)



Shire of Warrigal
 P. Manly Cove
 Co Cumberland
 (Reserving Drainage Easement)

A 490941

Transferor.

James Archbold

Transferree.

Particulars entered in the Register Book, Vol. 2134

Folio 116

CHECK SLIP.

the 17th day of September, 1919,
 at minutes 10 o'clock
 in the fore noon.

Not Reliance

Registrar-General



17 SEP 1919

INDEXED	DATE	INITIALS
SENT TO SURVEY BRANCH	11.9.19	AS
RECEIVED FROM RECORDS	12.9.19	AS
DRAFT WRITTEN	12.9.19	AS
DRAFT EXAMINED	12.9.19	AS
DIAGRAM COMPLETE	12.9.19	AS
DIAGRAM EXAMINED	12.9.19	AS
DRAFT FORWARDED	12.9.19	AS
REQUISITE		
RECEIVED		
RETURNED FROM RECORDS		
CERTIFICATE ENDORSED		
SUPT. OF ENGRS	19.9.19	AS
DEP. REGISTRAR GENERAL		
2972	225	
VOL	FOL	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION :-

No Transfer can be registered until the fee is paid. If a part only of the land is transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s. ; but to say this does not mean that the fee for the remainder should be paid. The fee for the remainder should be paid when the remainder is transferred. The fee for the remainder is 10s. and 20s. for every new Certificate, whether issued to a Transferor or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only. The Transfer is complete from the moment it is recorded. Applications will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



No. _____

70 MAY 27 AM 11 12



R.P. 13A

FEES:—

Lodgment
Endorsement

\$=0675

New South Wales

MEMORANDUM OF TRANSFER

(STAMPED BY CLERK REAL PROPERTY ACT, 1900.)

\$10.00

RELODGED
34/20 AUG 1970

By CEYLON SALES (INTERSTATE) PTY. LIMITED

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

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

FIVE HUNDRED DOLLARS

(FIVE \$500) (the receipt whereof is hereby acknowledged) paid to it by

Glen Investments Pty. Limited

a Grant
do hereby transfer to

GLEN INVESTMENTS PTY. LIMITED of 6 Paul Street, Milson's Point

(herein called transferee) BY

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

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

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

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	3037	79	An easement over the Competing piece of land 3' wide running along the entire length of the eastern boundary of Lot 43 in D.P. 7002, the eastern side of the easement being the same as and identical with the boundary to the land. 11354 - 155 to 170 3037-79 9/6

(2)

~~And the Transferor covenants with the transferee~~

And the Transferor for itself grants to the transferee an easement over that part of the land herein described for the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already lain within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

d Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made:

or
(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

AND it is hereby declared that :-

- (a) The land to which the benefit of this easement is intended to be appurtenant is the land contained in Lots 23, 24, 25, 26 and 27 in Deposited Plan 7579.
- (b) The land which is to be subject to the burden of these covenants is the land hereinbefore described.
- (c) The foregoing easement may be released varied or modified by the transferee or by the registered proprietor or proprietors for the time being of Lots 23, 24, 25, 26 and 27 in Deposited Plan 7579.

ENCUMBRANCES, &c., REFERRED TO.

e A very short note will suffice

K 1165-2 St 437-

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

Техника

K 1163-2 5c 437-2

L866641

No. _____

Lodged by

Address *William Henry Henry etc.*

Phone No. *491 1st St. Sydney*

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

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

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

Dated at _____ this _____ day of _____ 19____
Signed in my presence by _____

who is personally known to me _____


Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

Received Docs.

Nos.

Receiving Clerk

Indexed <i>[Signature]</i>	MEMORANDUM OF TRANSFER & GT. <i>Easement for Drainage</i>
Checked by <i>B5/fo</i>	Particulars entered in Register Book <i>10-11-1970</i>
Passed (in S.D.B.) by <i>[Signature]</i> 6/11/70	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General 

M.P.D. 1974

PROGRESS RECORD

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

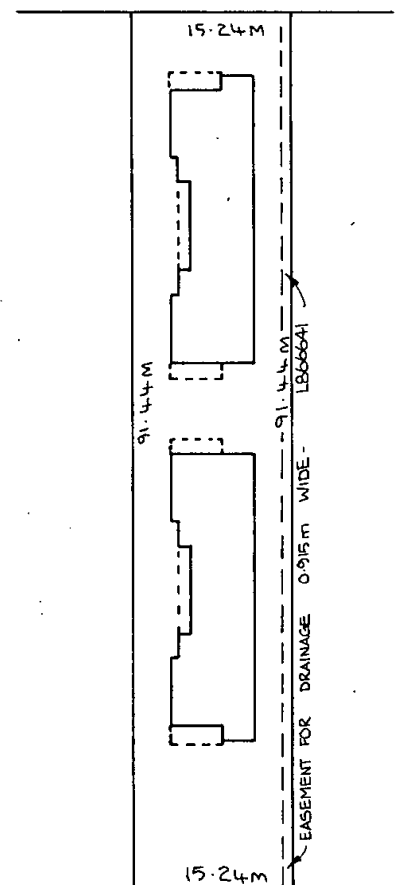
External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

(d) Delete if inappropriate.

Ⓔ

26.5.70

Last Plan: D.P. 7002



STRATA PLAN No. 4684

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY
		Current C's of T
Lot No.	Unit Entitlement	Vol. Fol.
1	5	11359-155
2	5	11359-156
3	5	11359-157
4	5	11359-158
5	5	11359-159
6	5	11359-160
7	5	11359-161
8	5	11359-162
9	5	11359-163
10	5	11359-164
11	5	11359-165
12	5	11359-166
13	5	11359-167
14	5	11359-168
15	5	11359-169
16	5	11359-170
Aggregate	80	



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

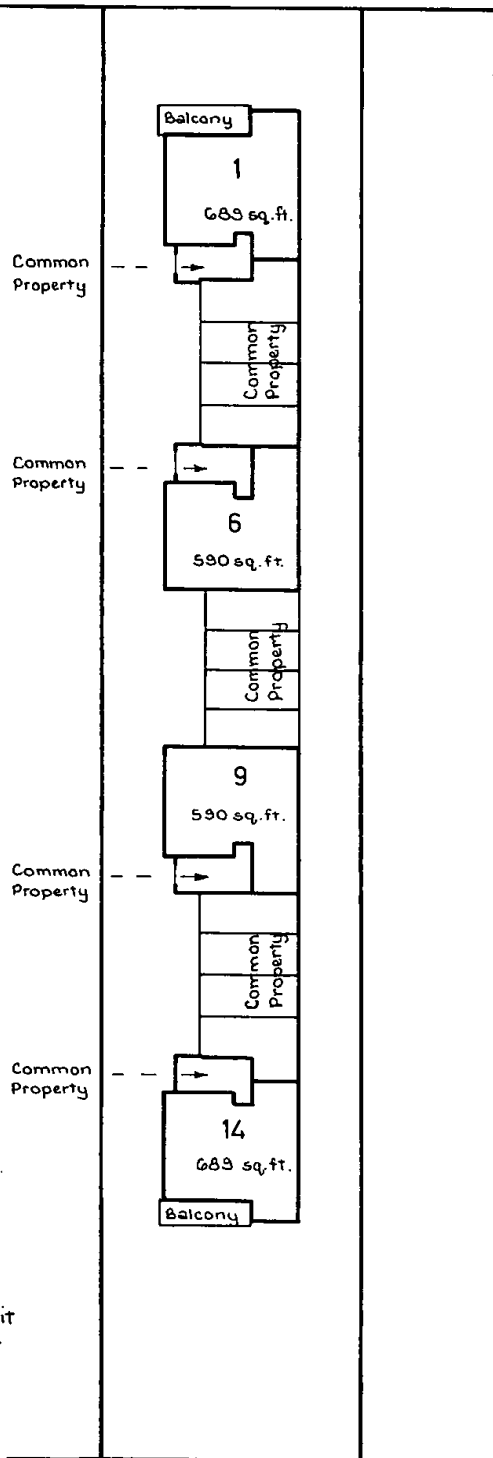
STRATA PLAN 4684		
FEET INCHES		METRES
8	6	2.59
SQ FT		SQ M
590		54.8
689		64
783		72.7


Council Clerk.

STRATA PLAN No. 4684

PACIFIC

PARADE



GROUND FLOOR

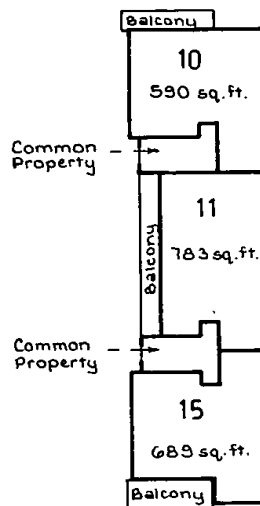
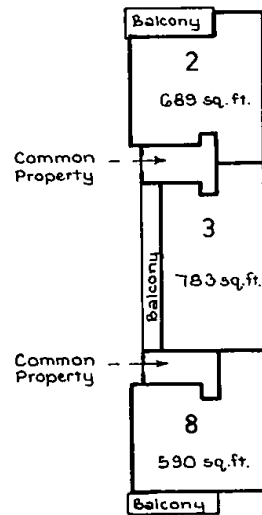
Balcony heights restricted to 8'6" above floor level of the unit to which balcony is attached.

Areas approximate only.

Areas include balconies.


Council Clerk.

STRATA PLAN No. 4684



FIRST FLOOR

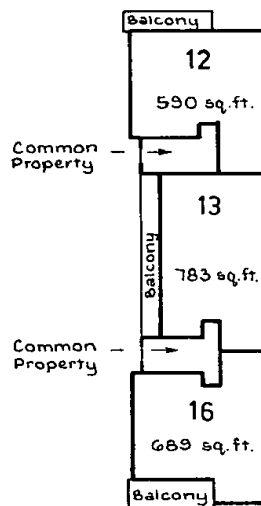
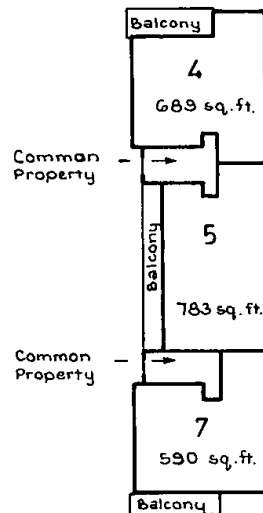
Balcony heights restricted to 8'6" above floor level of the unit to which balcony is attached.

Areas approximate only.

Areas include balconies.


Council Clerk.

STRATA PLAN No. 4684



SECOND FLOOR

Balcony heights restricted to 8'6" above floor level of the unit to which balcony is attached.

Areas approximate only.

Areas include balconies.


Council Clerk.

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER

01020000 * OFFICE USE ONLY

D. P. 548500

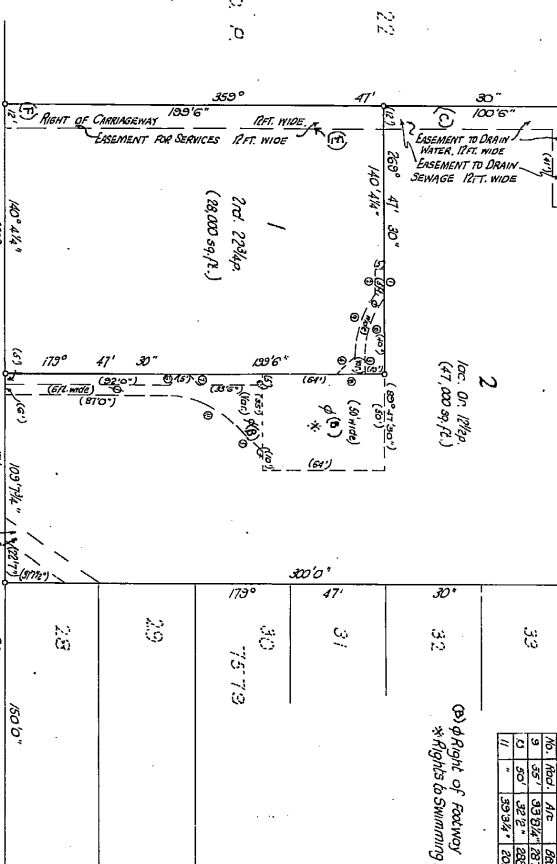
*Table of Straight Boundaries on
Rights of Carriage way*

1	65° 47' 30"	150°
2	86° 47' 30"	131° 42'
3	89° 47' 30"	100°
4	134° 47' 30"	141° 34"
5	224° 47' 30"	203° 32"
6	314° 47' 30"	71°
7	224° 47' 30"	71°
8	172° 47' 30"	150°

Table of Curved Boundaries on
Right of Carriageway

No.	Mod.	A/c	Bearing of Chord.	Dist.
9	55'	93° 51' 4"	287' 20"	2.5'
10	50'	32° 2"	288' 13"	3.5'
11	"	33° 34'	202' 17"	3.8'

§ Rights to Swimming Pool Use



WHEELER PARADE

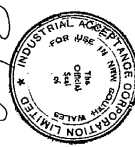
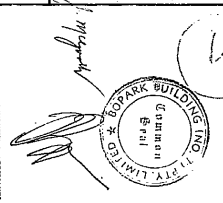
WARNING. Plan drawing only to appear in this space.

SURVEYOR'S REFERENCE. 705

AMENDMENTS OR ADDITIONS NOTED ON PLAT
IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 12th day of May, 1978

SIGNATURES AND SEALS ONLY:

[illegible]


 Brian McLaughlin
 Chief Executive Officer, New South Wales
 Industrial Association of Australia Limited


 Anthony Daniels
 Managing Director, Daniels Corporation Limited

Council Clerk's Certificate.

[illegible]

WARNING. CREASING OR FOLDING WILL LEAD TO REJECTION

Y	0	0	2	A	1	B
---	---	---	---	---	---	---



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

	FEET INCHES	METRES
5	4	0.13
5		1.55
6		1.52
7	1	2.16
10		3.05
12		3.66
12		3.66
14	1	4.27
14	1 1/4	4.27
16		4.57
20		6.145
20	3 1/2	6.145
22		6.485
22		6.485
32	2	9.605
32		10.21
33	2	10.21
33	6	10.21
33		10.67
35		10.67
36	3	11.665
39	3 1/4	11.665
40		11.97
40		12.48
43		12.48
50		15.245
50		15.245
54		15.85
56		16.15
66		20.06
66		20.06
92		25.91
100		30.43
107	7 3/4	33.42
109		33.42
118	4 1/4	42.78
130		45.72
130		45.72
139	6	60.61
200		76.2
250		91.44
AC RD P	SO: R	
- 2 23 3/4 2599		
- 1 22 1/2 4363		
SO PT	SO M	
2800		26.91
47000		43.66

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS AS TO USER INTENDED
TO BE REGISTERED PURSUANT TO SECTION 88(1) OF THE CONVEYANCING ACT 1933-1984.

M735

PART 11.

Sheet 3 of 3 Sheets

PLAN DP548500

Full name and address of
proprietors of the land:

Subdivision of lots 23, 24, 25, 26 and
27 in D.P. 7579 covered by Council
Order's Certificate No. 7376023/3/91
Bromark Building (No. 7) Pty. Limited,
27 York Street, Sydney.

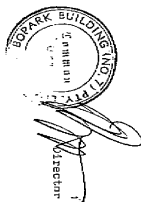
TERMS OF EASEMENT TO REMAIN FOR THE FIFTY (50) FEET WIDE SECONDLY MENTIONED
IN THE ABOVE MENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate
or interest in possession in the land herein indicated as to the easement
or any part thereof with effect from the date of the registration of this instrument
every person within the easement pool and in respect on the land indicated
herein as the servient tenement.

TERMS OF EASEMENT FOR SERVANTS TWELVE (12) FEET WIDE FOURTHLY MENTIONED IN
THE ABOVE MENTIONED PLAN.

Full and free right for every person who is at any time entitled to an
estate or interest in possession in the land herein indicated as to the easement
or any part thereof with effect from the date of the registration of this instrument
every person within the easement pool and in respect on the land indicated
herein as the servient tenement.

THE COMMON SEAL OF BROMARK BUILDINGS (No. 7) PTY. LIMITED
BY A DIRECTOR
In the presence of:



IN WITNESS WHEREOF, the said Proprietors have caused this instrument to be signed by their duly authorized officers and the same to be sealed with the seal of the said Proprietors and the seal of the Registrar-General, and the same to be attested by the Registrar-General, and the same to be registered in the Register of Instruments.



AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar-General this day, 20th May, 1986.



M 293770

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1966

Sheet 1 of 3 Sheets

M135

PART 1

Plan: DP548500

Subdivision of Lots 23, 24, 25, 26 and 27 in D.P. 7979 covered by Council Clerk's Certificate No. 7876 of 23/3/77.
Bopax Building (No. 7) Pty. Limited, 37 York Street, Sydney.

Full name and address of proprietor of the land:

1. Identify of easement or restriction firstly referred to in above-mentioned plan:
a) Six (6) feet wide, fifty (50) feet wide
b) Five (5) feet wide and variable width.

SCHEDULE OF LOTS ETC. AFFECTED.

a) Lots burdened
1
2

b) Lots benefited
1
2

2. Identify of easement or restriction secondly referred to in above-mentioned plan:
Rights to Swimming Pool Use Fifty (50) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
1
2

3. Identify of easement or restriction thirdly referred to in above-mentioned plan:
Right of Lateralway Twelve (12) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
1
2

4. Identify of easement or restriction fourthly referred to in above-mentioned plan:
Easement for Services Twelve (12) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots benefited
1
2

[Signature]

M135

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1966.

Sheet 2 of 3 Sheets

PART 1

Plan: DP548500

Subdivision of Lots 23, 24, 25, 26 and 27 in D.P. 7979 covered by Council Clerk's Certificate No. 7876 of 23/3/77.
Bopax Building (No. 7) Pty. Limited, 37 York Street, Sydney.

Full name and address of proprietor of the land:

5. Identify of easement or restriction firstly referred to in above-mentioned plan:
Easement to Drain Water Twelve (12) feet wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened
1
2

6. Identify of easement or restriction sixthly referred to in above-mentioned plan:
Easement to Drain Sewage Twelve (12) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
1
2

[Signature]

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 20th May, 1986



FRAME 1

M 293770

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 1 of 3 Sheets

PART 1

Plan:

DP548500

Subdivision of Lots 23, 24, 25, 26 and
27 in D.P. 7579 covered by Council
Clerk's Certificate No. 7376 of 23/3/91

Full name and address of
proprietor of the land:

Bopark Building (No. 7) Pty. Limited,
37 York Street, Sydney.

1. Identity of easement or rest-
ription firstly referred to
in abovementioned plan:

Rights of Footway
a) Six (6) feet wide, Fifty (50) feet
wide and variable width.
b) Five (5) feet wide and variable
width.

SCHEDULE OF LOTS ETC. AFFECTED.

a)	<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
	2	1
b)	<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
	1	2

2. Identity of easement or rest-
ription secondly referred to
in abovementioned plan:

Rights to Swimming Pool Use Fifty (50)
feet wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
2	1

3. Identity of easement or rest-
ription thirdly referred to
in abovementioned plan:

Right of Carriageway Twelve (12) feet
wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
1	2

4. Identity of easement or rest-
ription fourthly referred to
in abovementioned plan:

Easement for Services Twelve (12) feet
wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
1	2

J. M. [Signature]
[Signature]

M 293770

Instrument pursuant to Regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within mentioned Deposited Plan. 548500.

(3)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919-1964.

Sheet 2 of 3 Sheets

PART 1

Plan: DP548500

Subdivision of Lots 23, 24, 25, 26
and 27 in D.P. 7579 covered by
Council Clerk's Certificate No. 7376
of 23/3/71.

Full name and address of
proprietor of the land:

Bopark Building (NO. 7) Pty. Limited,
37 York Street, Sydney.

5. Identity of easement or rest-
riktion fifthly referred to Easement to Drain Water Twelve (12)
in abovementioned plan: feet wide.

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
2	1

6. Identity of easement or rest-
riktion sixthly referred to Easement to Drain Sewage Twelve (12)
in abovementioned plan: feet wide

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
2	1

J. M. [Signature]
[Signature]

Instrument pursuant to Regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within-mentioned Deposited Plan. 548500

(5)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 3 of Sheets

PART 11:

Plan: **DP548500**

Subdivision of Lots 23, 24, 25, 26 and
27 in D.P. 7579 covered by Council
Clerk's Certificate No. 7376 of 23/3/71.

Full name and address of
proprietor of the land:

Bopark Building (No. 7) Pty. Limited,
37 York Street, Sydney.

TERMS OF RIGHTS TO SWIMMING POOL USE FIFTY (50) FEET WIDE SECONDLY REFERRED
TO IN ABOVEMENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate
or interest in possession in the land herein indicated as the dominant tenement
or any part thereof with which the right shall be capable of enjoyment, and
every person authorised by him, from time to time, and at all times to dive,
jump or swim within the swimming pool and to repose on the land indicated
herein as the servient tenement.

TERMS OF EASEMENT FOR SERVICES TWELVE (12) FEET WIDE FOURTHLY REFERRED TO
IN ABOVEMENTIONED PLAN.

Full and free right for every person who is at any time entitled to an
estate or interest in possession in the land herein indicated as the dominant
tenement or any part thereof with which the right shall be capable of enjoy-
ment and every person authorised by him to make, layout, construct, erect,
instal, carry, maintain and use through, above, on and under the servient
tenement all drains, pipes, conduits, poles, wires or other equipment and
materials necessary to provide and carry all or any of water, sewerage, gas,
electric light, telephone and/or other domestic services to and from the said
dominant tenement PROVIDED THAT the said drains, pipes, conduits, poles, wires
and/or other equipment and materials shall be laid in such position so as to
cause as little interference as possible with the rights of carriage way hereby
reserved TOGETHER WITH the right for the grantee and every person authorised
by him with any tools, implements or machinery necessary for the purpose to
enter upon the servient tenement and to remain there for any reasonable time
for the purpose of laying, inspecting, cleansing, repairing, maintaining or
renewing such equipment or any part thereof to such extent as may be neces-
sary PROVIDED THAT the grantee and the persons authorised by him will take all
reasonable precautions to ensure as little disturbance as possible to the
surface of the servient tenement and/or free access to the dominant tenement
and will restore without delay that surface as nearly as practicable to its
original condition.

THE COMMON SEAL OF BOPARK BUILDING (No. 7))
PTY. LIMITED was hereunto affixed by)
authority of the Board of Directors and)
in the presence of:)

J. M. ...
Secretary



[Signature]
Director

Warrington Shire Council

[Signature]
Alderman Clerk

THE OFFICIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was hereunto affixed by and in the presence of the persons whose signatures appear hereunder, pursuant to the Authority for the Issue and Use of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 14th April, 1967 registered under Miscellaneous Enactment No. 93229 and Permanently Deposited at the Land Titles Office Sydney (each of such persons being the Holder for the time being of the office designated beneath his signature and who hereby certify that such Seal was hereunto affixed on the day of
April 1971 at 253 Castlereagh Street, Sydney



[Signature]
State Manager
Chief Executive Officer for New South Wales
Industrial Acceptance Corporation Limited
[Signature]
Manager - General Finance Division
Industrial Acceptance Corporation Limited

Instrument pursuant to regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions for the user created by registration of the
within-mentioned Deposited Plan. 548500

J Mc GRATH

S

NOTED

[Schedule 4](#)**Schedule 4 Transitional and savings provisions****Clause 3 – Former lots and former common property to be derived lots and derived common property**

(Section 160)

- (1) Where immediately before the appointed day:
 - (a) a former lot had any boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having, subject to subclause (2), as its boundaries:
 - (i) instead of any boundary that was the centre of a floor, wall or ceiling, the upper surface of that floor, the inner surface of that wall or the under surface of that ceiling, as the case may be, and
 - (ii) except as provided by subparagraph (i), the same boundaries as that former lot, and
 - (b) a former lot had no boundary that under section 4 (2) of the former Act was the centre of a floor, wall or ceiling, that former lot, on the appointed day, becomes for the purposes of this Schedule a derived lot corresponding to that former lot and having as its boundaries the same boundaries as that former lot.
- (2) A derived lot does not include any structural cubic space unless that structural cubic space was stipulated, in the relevant strata plan or strata plan of resubdivision, as forming part of the former lot to which that derived lot corresponds.
- (3) On the appointed day, former common property becomes, for the purposes of this Schedule, derived common property corresponding to that former common property but has as its boundaries:
 - (a) where any derived lot has any of its boundaries ascertained in accordance with subclause (1) (a) (i) or (b), boundaries adjusted reciprocally, and
 - (b) except as provided by paragraph (a), the same boundaries as that former common property.
- (4) A reference to a former lot made in any instrument executed before the appointed day (being an instrument relating to the sale or other disposition of an estate or interest in that former lot) shall, on and after that day, be construed as a reference to the derived lot which corresponds to that former lot.

Definitions

- (1) In this Schedule, except in so far as the context or subject-matter otherwise indicates or requires:

appointed day means the day appointed and notified under section 2.

former Act means the [Conveyancing \(Strata Titles\) Act 1961](#).

former common property means so much of a former parcel as, immediately before the appointed day, was not comprised in any former lot.

former lot means a lot under the former Act as it existed immediately before the appointed day.

former parcel means land which, immediately before the appointed day, comprised the former lots and the former common property the subject of a former strata scheme.



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

AP113873E

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

(A) TORRENS TITLE	For the common property CP/SP 8090		
(B) LODGED BY	Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CODE CH
	Reference: F1112 203 764 - M&B		

- (C) The Owners-Strata Plan No. 8090 certify that a special resolution was passed on 03/10/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 9
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 8090 was affixed on 28 FEBRUARY 2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: CHRIS MILLER

Authority: Licensee-in-charge - Mason & Brophy Strata Management P/L
the Strata Managing Agent

Signature:

Name:

Authority:



ANNEXURE A

STRATA PLAN 8090

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By-law 1 - Noise

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

By-law 2 - Vehicles

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

By-law 3 - Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

By-law 5 - Damage to common property

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

3. This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 6 - Behaviour of owners and occupiers

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

By-law 7 - Children playing on common property in building

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

By-law 8 - Behaviour of invitees

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

By-law 9 - Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 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 other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

By-law 11 - Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

By-law 12 - Storage of inflammable liquids and other substances and materials

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

By-law 13 - Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14 - Floor coverings

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

By-law 15 - Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16 - Keeping of animals

1. Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-law 17 - Appearance of lot

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

By-law 18 - Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

By-law 19 - Change in use of lot to be notified

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

By-laws 20-27 – Not utilised

By-law 28 – Riding of skateboards, bicycles and roller skates

The riding of skateboards, bicycles and roller skates or similar items is prohibited on all common property (the common property areas include the driveways and footpaths, parking areas, hallways, lawns, and all parts of the pool and its surround within all boundaries of the Strata Plan).

By-law 29 – Playing of games

The playing of cricket, football baseball and any other ball game is prohibited on the grass areas, (grass areas include all lawns, pool side, clothes line area, and grass surrounds at the rear of the building).

By-law 30 – Use of pool

Children under the age of 14 years must at all times be accompanied by an adult, when using the pool and its surround.

By-law 31 – Use of pool

No food or drink of any kind is to be taken in container or on plates or by hand into the surround by the pool, as perimetered by the pool-side fence.

By-law 32 – Use of pool

Running is not permitted within the pool area.

By-law 33 – Use of pool

All visitors using the pool must be accompanied by a resident from "Eldorado" or Delmar".

By-law 34 – Use of pool

The use of balls or throwing of anything within the pool area is strictly prohibited.

By-laws 35-36 – Not utilised

By-law 37 – Exclusive use – lot 33

On the following conditions, the proprietor for the time being of lot 33 ("the proprietor") shall have:

(a) A right of exclusive use and enjoyment of that area of common property within the Ground Floor of Block "A" and bounded by the following:

1. The western boundary of lot 33;
2. The prolongation of the northern and southern boundaries of lot 33; and
3. The internal surface of the external wall of Block "A";

(b) A special privilege in respect of the common property within the Ground Floor of Block "A" to construct a garage door across the entry to lot 33 and the common property of which he has a right of exclusive use and enjoyment under this by-law.

(i) Subject to any amendment of the by-laws from time to time the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law, apart from the common property of which the proprietor has a right of exclusive use and enjoyment, for the proper maintenance and keeping in a state of good and serviceable repair of which he shall be responsible.

(ii) The proprietor shall not install or maintain upon the garage door any locking device that cannot be operated by the key which operates the lock to the electricity room within the Ground Floor of Block "A".

(iii) The proprietor shall not store or leave within lot 33 or the common property of which he has a right of exclusive use and enjoyment anything which may prevent or restrict the opening of the door to the electricity room.

(iv) The proprietor shall maintain the garage door and all fittings and fixtures thereon in a state of good and serviceable repair, and shall renew or replace them whenever necessary.

(v) The Body Corporate may have access to the electricity room through the common property of which the proprietor has a right of exclusive use and enjoyment, at any reasonable time.

(vi) If the proprietor should default in the performance of any condition of this by-law and such default continues for a period of seven days after notice of it is given to the proprietor by the Body Corporate, then the rights and privileges conferred by this by-law may be terminated by resolution of the Council of the Body Corporate.

Special by-law no. 1 – Skylights lot 27

1. Notwithstanding anything to the contrary in By-Law 5, tile owner(s) for the time being of Lot 27 may install skylights in the roof of his/her lot, subject to the following conditions and stipulations:

(a) before approval is given for installation of the skylights, the proprietor must provide the Owners Corporation with all drawings and specifications in relation to that installation. If necessary, all statutory approvals must be obtained by the proprietor prior to installation;

(b) the proprietor for the time being shall be entitled to the exclusive use and enjoyment of that part of the common property fitted with a skylight from the roof to Unit 27 on the basis that such proprietor shall be wholly responsible for properly maintaining it and keeping it in a state of good and serviceable repair. The proprietor must make good any damage caused to common property due to the installation.

Special by-law no. 2 – Satellite dish

In addition to the powers, authorities, duties and functions conferred or imposed upon Owners Corporation by the Strata Schemes Management Act 1996, and the By-laws, the Owners Corporation shall have the power to allow the Owner of units on the top floor of block A, B and C in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television, radio and associated services.

It shall further have the power to approve the installation of associated equipment such as a receiver dish, cabling, etc. on the common property within the Strata Scheme on receipt of an application in writing from those owners. No such equipment may be installed without prior approval of the Owners Corporation.

All associated costs of installation and maintenance of the equipment shall be the sole responsibility of the Owners of those Lots wishing to connect. The installation of the equipment shall be carried out in a manner such that no adverse visual impact would occur on the front/street elevation of the block. The lot owners must make good any damage caused to common property due to their installation. The equipment will be for the sole use of the top floor occupants of block A, B & C only.

Special by-law no. 3 – Awning lot 15

That the Owner of Lot 15 shall from the 21 October 2008 be entitled to install an awning over the rear balcony of Lot 15 strictly provided that the awning is brand new, white and beige in colour, and made out of Canvas. The awning shall also be 4 metres long and 2.5 metres wide when fully extended and when retracted back in it will roll into a cylinder against the wall neatly, which cylinder is to be cream in colour. The installation of the awning is subject to the following conditions:

- That the work will be carried out by a licensed tradesperson.
- That all work will be carried out at the expense of the Owner of Lot 15.
- That any damage caused to common property during the installation of the awning, will be rectified at the expense of the Owner of Lot 15.
- That the responsibility for the ongoing repairs and maintenance of awning remains that of the current and subsequent Owners of Lot 15.
- That the awning will always be kept in good and respectable order and repair.

Special by-law no. 4 – Fire safety

That the Owners Corporation shall have the following functions in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation for any fee charged to the Owners Corporation by a fire safety service provider or NSW Fire Brigades as a result of the activation of a fire alarm on the common property or in a lot where:

- (i) the fire safety service provider or NSW Fire Brigades attends the property; and
- (ii) the activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier

hereinafter called "a false activation of a fire alarm".

(b) For the purpose of this by-law, lack of care includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider prior to the activation of the fire alarm that the owner or occupier is carrying out works to the property, or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors, or the failure to prevent the alarm being activated by an event other than a fire, including steam or smoke caused by cooking or showering.

(c) The Owners Corporation may require the lot owner or occupier to pay the fire safety service provider or the NSW Fire Brigades all fees and charges claimed by the fire safety service provider and NSW Fire Brigades arising from a false activation of a fire alarm on the common property or in a lot.

(d) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation any late fee or subsequent attendance fee charged to the Owners Corporation by a fire safety service provider to attend the lot to carry out any service or inspection if the lot owner or occupier did not provide access to the fire safety service provider on an earlier date of which at least 14 days prior written notice was sent to the lot owner.

Special by-law no. 5 – Essential services equipment

1. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The duty to inspect, test, maintain and, where necessary, repair or replace, the essential services equipment on common property so as to ensure that such equipment complies with any applicable regulation, code or standard relating to the equipment. The equipment, for the purposes of this by-law, includes all emergency lighting, exit lights, hydrant landing valves, fire extinguishers, fire hose reels and fire doors.

(b) The right to inspect, test, and where necessary, repair or replace smoke detectors within a lot.

(c) The power and the authority to engage contractors and consultants for these purposes.

(d) The power and the authority to apply the funds of the Owners Corporation to these purposes.

2. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in repairing or replacing the equipment within that owner's lot including expenses incurred to replace obsolete equipment or to repair, alter or replace the equipment in order to comply with any change in applicable regulations, codes and standards (hereinafter called "fire services expenses").

3. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in removing, repairing, altering or replacing the equipment on common property which is installed, damaged, altered or otherwise tampered with by a lot owner or occupier without approval by the Owners Corporation (hereinafter called "fire services expenses arising from unauthorised work on common property") including but not limited to tampering with locks on doors to Lots and installing security screens on Lots.

4. The owner must reimburse the Owners Corporation fire services expenses and fire services expenses arising from unauthorised work on common property within one month of service upon him of a copy of the account for those expenses. If the owner has not reimbursed the Owners Corporation the amount due within one month, the amount due shall bear interest from the date of service of the copy of the account as though it were a contribution referred to in section 78 of the Strata Schemes Management Act 1996 ("a contribution").

5. An owner shall be liable for the amount of fire services expenses and fire services expenses arising from unauthorised work on common property unpaid by his predecessor in title (and unpaid interest) as though the amount unpaid were a contribution.

6. The Owners Corporation by its agents, servants and contractors may enter a lot for the purpose of carrying out the work required of it by this by-law with the consent of an occupier of the lot, or after having given not less than 72 hours notice in writing to an owner or occupier of a lot of its need to enter a lot for the purpose of carrying out the work required by this by-law.

Special by-law no. 6 – Works lot 23

On the following terms and conditions, the owner of Lot 23 in the Strata Plan (Owner) shall be entitled to exclusive use and enjoyment of the common property so as to erect a shade sail on the balcony and attached timber cladding to the balcony wall of lot 23 (works).

CONDITIONS

1. In exercising the special privilege conferred by this by-law, the Owner must:

(i) Undertake the Works according to the guidelines of Warringah Council if required and any further specifications of a structural engineer, subject to any variation of the works according to the conditions of this By-Law;

(ii) Ensure the Works shall be done by qualified and insured tradesmen in a proper and workmanlike manner in accordance with the Home Building Act 1989 and using proper and best quality materials.

2. The owner may not vary the Works except:

(i) In a manner approved in writing by the Owners Corporation;

(ii) With the consent of Warringah Council, a copy of whose consent must be furnished to the Owners Corporation before undertaking the Works the subject of the variation; and

(iii) After having furnished the Owners Corporation with the endorsement of the structural engineer as to the structural adequacy of the proposed variation.

3. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and Works and any common property adjacent to the Works and repair and/or replace the Works if reasonable required by the Owners Corporation and will pay all associated costs and expenses.

4. The owner must indemnify the Owners Corporation and each other owner of the lot in the Strata Plan against the following:-

(i) Any liability or expense which would not have been incurred if the Works had not been undertaken;

(ii) Any damage to the Works caused by the Owners Corporation in undertaking any work referred to in Section 62, 63 and 64 of the Strata Schemes Management Act 1996 or in exercising the power of entry conferred in Section 65 of that Act.

5. The Owner must pay all costs, including reasonable legal costs incurred by the Owners Corporation in the preparation, making and registration of this Change of By-Law.

Special by-law no. 7 – Works lot 33

That the Owners of Lot 33 shall from the 4 January 2012 be entitled to renovate the interior of the Lot by altering the room configuration as it applies to the internal kitchen, laundry and dining room walls. Demolition/renovation works are to be conducted in accordance with a report provided by H & H consulting engineers Pty Ltd, which together with the sketches provided therewith is attached and marked the letter "A".

In addition the Owners be permitted to install a Rondo Key Lock suspended ceiling system in the Lot by attaching the system to the concrete slab. This work is to be completed in accordance with the certificate signed by Keith Lawson attached hereto and marked with the letter "B".

All the works above will be carried out by a licenced tradesperson.

All the work referred to above will be carried out at the expense of the Owners of Lot 33.

Any damage caused to Common Property during the installation and/or renovation as described above will be rectified at the expense of the Owner of Lot 33.

The responsibility for the ongoing repairs and maintenance of the installation and renovations remains that of the current and subsequent owners of Lot 33.

The renovations and installations will be kept in good and respectable order and repair by the Owners of Lot 33 at all times.

NEH Consulting Engineers Pty Ltd trading as Henry & Hymas
ABN 17 061 243 343 ACH 061 243 356

Address
Level 5, 78 Victoria Avenue Chelwood New South Wales 2067

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Web www.henryhymas.com.au



henry&hymas

04th January 2012
Our Ref: 11832-SC1(D)/cp

Att: Jade Garner

RE: Proposed alterations to existing kitchen and dining walls at
Unit 33 / 52 The Crescent - DEE WHY



Further to your request, Sam Hawdon of our office inspected the premises above on 30th September 2011. The purpose of the inspection was to review the existing internal kitchen, laundry and dining walls to ascertain if they can be removed without compromising the structural integrity of the building.

From our inspection we found that the unit complex circa 1960's at the above address was constructed using load bearing brick walls with flat concrete slabs. From our site investigation it appeared as though the first floor slab was 150mm thick, while the second floor was 130mm thick. This Unit 33 is located on the second floor of this three level unit complex.

We can certify that the proposed walls as indicated on the attached sketch SK1 may be removed without affecting the structural integrity of this unit or of the overall buildings framing. The proposed internal walls to be removed between the kitchen, laundry and dining area are 110mm thick.

This sketch indicates removing a portion of the wall located between the kitchen, laundry and dining room. This allows for the brick wall to be removed up to the underside of the slab. This will require installing two new steel beams to support the concrete slab above. Temporary propping of the slab above will be required for this option (refer to SK2).

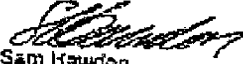
The 900mm section of wall located adjacent the shower between the bathroom and the dining room may be removed, and a new 110mm thick wall may be installed in the location shown on the attached sketches.

The walls to be removed and the beams to be installed are to follow the procedure attached in this report.

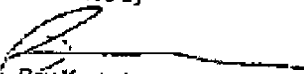
We recommend that during demolition works that if any concrete framing elements are unveiled that is built (hidden) into this wall or if any cracking or movement is evident during demolition, H & H Engineers are to be called out to site to re-assess the structural integrity of the walls and the buildings framing. In saying this there was no clear evidence of any concrete vertical elements.

We hope this satisfies your requirements, please do not hesitate to contact myself on 9417 5400 to discuss this matter or any future concerns.

Yours faithfully


Sam Hawdon
B. Eng

Reviewed by


Ray Kusturin
BE (Hons), MIE Aust

For, and on behalf of H & H Consulting Engineers Pty Ltd

sydney - brisbane

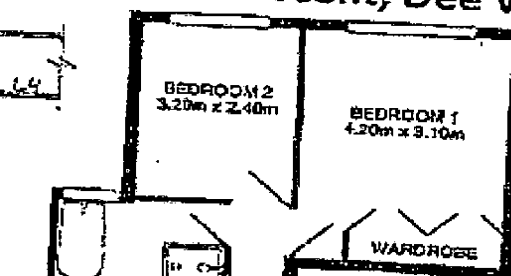
2



henry&hymas

10m RU PLATE
 4/ 2-110 PPS
 80005

33/52 The Crescent, Dee Why

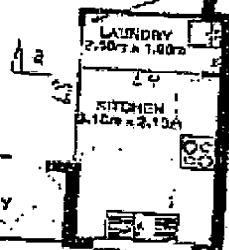


NEW 110mm
 RANCH WALL

LOUNGE/DINING ROOM
 5.60m x 4.70m

MAINTAIN 300mm
 AHB OF GRET WORK

MEMBERS
 L3-300PFC
 L4-180PFC



L3-2690mm MAX SPAN
 L4-1750mm MAX SPAN



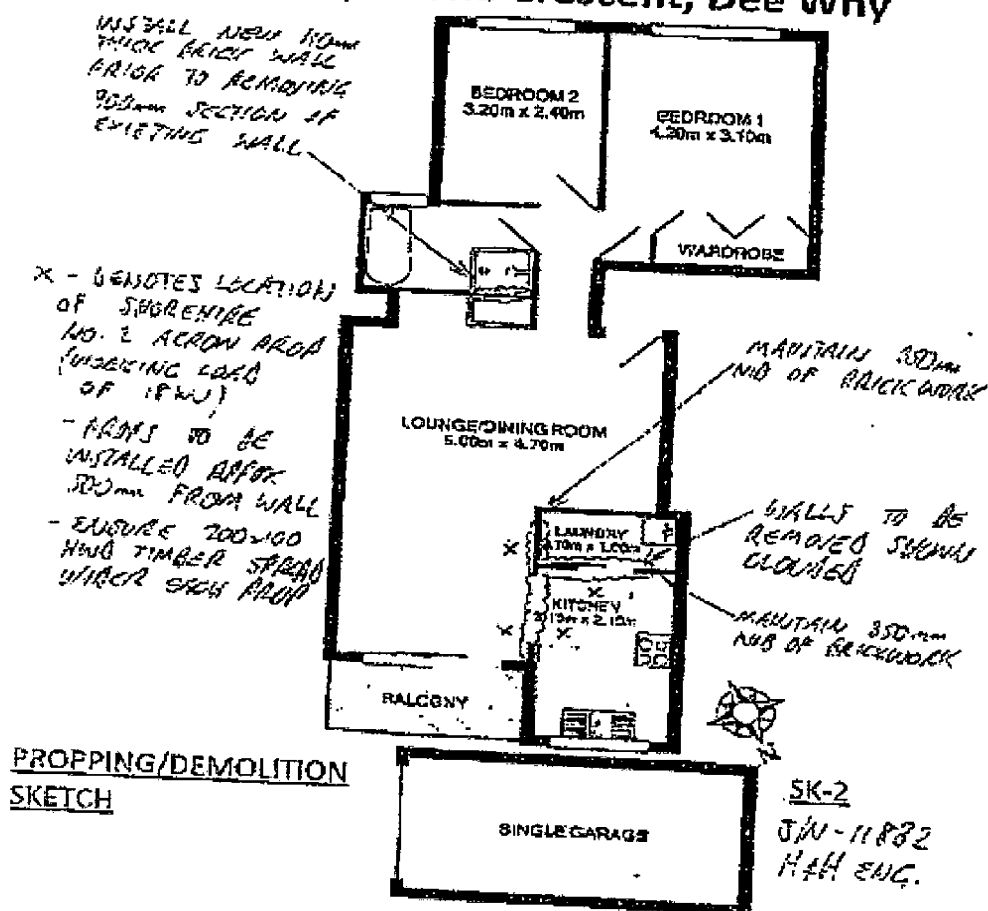
SK-I
 JAH-11832
 H&H ENG

3



henry&hymas

33/52 The Crescent, Dee Why

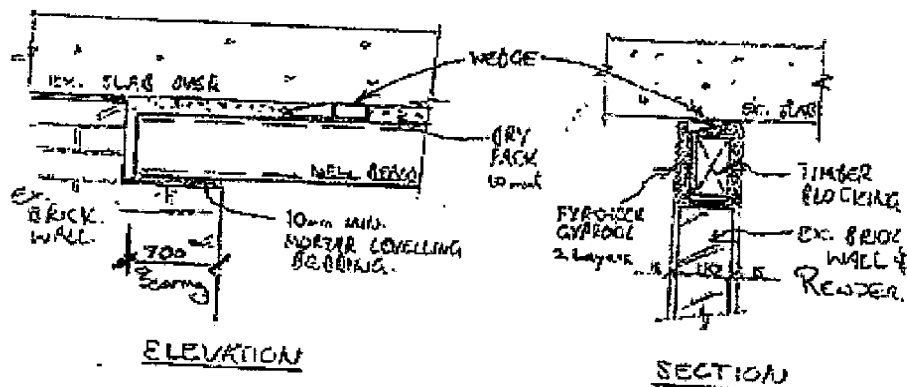




henry&hymas

Temporary Propping Procedure

- Install the props specified as shown and wind up the props, ensuring they are mechanically tightened to take the load off the brickwork
- Carefully remove the brickwork as shown on plan. Ensure when brickwork is removed it is distributed to external bins and is not piled onto the adjacent slab
- Install the new beams / lintels required onto grout beds at the existing walls with minimum bearing as noted. Allow grout to cure to attain specified strength
- Pre-load the beam or lintel with steel wedges at 500mm centers on both sides of the beam / lintel, until the load is transferred out of the temporary propping and into the beam / lintel
- Grout between the wedges. Once grout has cured and reached the specified strength, remove the wedges
- Make good as required, Box cut and provide two layers of fibrecheck plasterboard to the beam / lintel all round.



'B'

The ceiling to S2/S2-55 The Crescent Dee Why 2038 was attached in the following manner:

A Rondo Key-Lock Suspended Ceiling System was fixed to the concrete slab.

10mm Gyprock was installed to the frame.

16mm Fire Proof Gyprock was installed around the beams in the Kitchen as directed by the Engineer report.

The Rondo Key-Lock suspended ceiling system complies with the Australian Standards.

The method of attaching the Rondo Key-Lock system and Gyprock does not affect the structure or integrity of the building.

Signed: *Keith Lawson*

Name: Keith Lawson

Trade and Licence Number: 141202C

Wall and Ceiling lining

17-11-2022 13:30:00 P. 001/012 P. 142

11/08/2022

250-7022

00:00 2102-21-01

Special by-law no. 8 – Works lot 2

On the conditions set out in this By-Law the Owner of Lot 2 shall have the special privilege to renovate the interior of the Lot by:

1. Removing the wall between the kitchen and dining area in accordance with the recommendations contained in the report prepared by Henry & Hymas dated 13 August 2015 attached hereto, and
2. Installing a suspended ceiling in accordance with the recommendations contained in the report prepared by Mole Plastering dated 27 August 2015 attached hereto.

hereafter referred to as the "Works".

Conditions:-

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
 - a. A copy, where applicable, of all requisite approvals of the local Council to the Works, including all conditions of approval, plans, drawings, specifications and notes;
 - b. A copy, where applicable, of insurance relating to the Works under Section 92 of the Home Building Act 1989;
 - c. Details of each contractors' All Risk Insurance Policy which includes public risk insurance of not less than \$10,000,000.
2. In exercising the special privilege conferred by this By-Law. The Owner must:
 - a. Undertake the Works in a proper and skilful manner, using proper and best quality materials;
 - b. Comply with all conditions of consent of the local Council; and
 - c. Undertake the Works in accordance with the Building Code of Australia and all applicable Australian Standards.
3. The Owner must maintain the Works in a state of good and serviceable repair, and must renew or replace them when necessary or when reasonably required by the Owners Corporation
4. The Owner must give to the residents of other Lots in the strata scheme not less than 72 hours' notice of the commencement of the Works.
5. The Owner must ensure that the Works are undertaken in a way which minimises the disturbance of the other residents in the building by vibration, noise, dust or dirt.
6. The Owner must repair promptly any damaged caused or contributed by the Works, including damage to property of the Owners Corporation and the property of another owner or occupier of another Lot in the strata scheme.
7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the building as a consequence of the Works.

The Owner must meet all reasonable expenses (including legal) of the Owners Corporation incurred in the perusing, making and registration of this By-Law

Special by-law no. 9 – Unit 42 renovations

PART 1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works and the right of exclusive use and enjoyment of those parts of the common property attached or occupied by the Works, subject to the terms and conditions contained in Part 3 of this By-law.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

1. In this By-law, the following terms are defined to mean:

- a. "**Act**" means the Strata Schemes Management Act 2015 (NSW);
- b. "**Authority**" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. "**Building**" means the building located at 52 The Crescent, Dee Why.
- d. "**Insurance**" means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. insurance required under the Home Building Act 1989 (if any);
 - iii. worker's compensation insurance.
- e. "**Lot**" means Lot 42 in Strata Plan 8090
- f. "**Owner**" means the owner(s) of the Lot.
- g. "**Owners Corporation**" means the Owners – Strata Plan 8090, or its delegated representative including the Strata Manager or Executive Committee.
- h. "**Works**" means the works to the Lot and common property to be carried out for an in connection with the Owner's installation, repair, maintenance and replacement (if necessary); of:
 - i. renovating a kitchen
 - ii. removal of the wall between the kitchen and the laundry and the removal of a brick arch;
 - iii. installing suspended ceiling and insulation;
 - iv. changing recessed light fittings;
 - v. removing existing flooring coverings and replace with floor boards rated to a maximum of 43 decibels; and
 - vi. installing a reverse cycle split system air conditioner;

together with the restoration of lot and common property (including the Lot) damaged by the Works and all of which are to be conducted strictly in accordance with the specifications attached to this By-law and marked "A" and the provisions of this By-law.

Interpretation

2. Where any terms used in this By-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.

3. Words importing:

- a. the singular include the plural and vice versa; and
- b. a gender includes any gender.

4. A reference to a statute, regulation, proclamation, ordinance or By-law includes all statutes, regulations, proclamations, ordinances or By-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and By-laws issued under that statute.

PART 3 CONDITIONS

Prior to Conducting the Works

5. An Owner must:

- a. obtain all necessary approvals/consents/permits from the Authority and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- e. pay the Owners Corporation's reasonable costs in registering the By-law.

Notice

- a. At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of a letterbox drop) of the proposed commencement of the Works;
- b. At least two (2) weeks prior to the commencement of the Works the Owner shall make arrangements with the Owners Corporation regarding:
 - i. the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - ii. the suitable times and method for the contractors to park their vehicles on the common property whilst the Works are being conducted.

Performance of the Works

6. In carrying out or maintaining the Works the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the Owners Corporation;

- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform the Works at times approved by the Owners Corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Works from the Building and the common property;
- h. not vary or replace the Works, as agreed to by the Owners Corporation, without its prior written approval; and
- i. ensure that the Works do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the Owners Corporation) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Works

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

Liability and Indemnity

8. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Works and will make good that damage immediately after it has occurred.

9. The Owner indemnifies the Owners Corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the The Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

10. The Works shall remain the Owner's fixture.

Cost and Risk of the Works

11. The Works (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

12. If an Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:

- a. carry out all work necessary to perform that obligation;
- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
- c. recover the costs of carrying out that work from the Owner.

13. The costs referred to in paragraph 12(c) of this By-law may include any costs incurred by the Owners Corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this By-law and any other reasonable cost expended by the Owners Corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this By-law against the Owner of the lot.

14. If the costs referred to in paragraph 12(c) of this By-law are not paid at the end of one month after becoming due and payable they shall bear, until paid simple interest at an annual rate of 10% and the Owners Corporation may recover as a debt any costs payable by the Owner pursuant to this By-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

The seal of The Owners – Strata Plan No. 8090

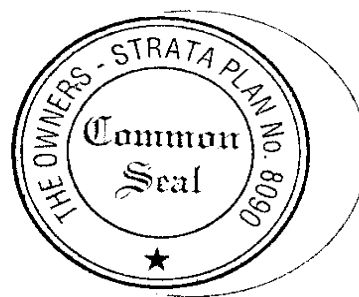
was affixed on 28 FEBRUARY 2019

in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Chris Miller

Authority: Licensee-in-charge
Mason & Brophy Strata Management P/L
the Strata Managing Agent



Approved Form 10

Certificate re Initial Period

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

that the initial period has expired.

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

The seal of The Owners – Strata Plan No. 8090

was affixed on 28 FEBRUARY 2019.

in the presence of the following person(s) authorised by
section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal.

Signature: 

Name: Chris Miller

Authority: Licensee-in-charge
Mason & Brophy Strata Management P/L
the Strata Managing Agent



Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 5, 287 ELIZABETH ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 212063 (SP 8090)

Land Registry Document Identification

AR862582

STAMP DUTY:

Consolidation/Change of By-laws

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
CP/SP8090	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP8090
Other legal entity

Meeting Date

22/11/2021

Repealed by-law No.

Details BY-LAWS 31 TO 34

Amended by-law No.

Details BY-LAWS 16 & 30

Added by-law No.

Details SPECIAL BY-LAWS 12 & 13

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 Conditions and Provisions

See attached Approved forms

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 THE OWNERS - STRATA PLAN NO. SP8090

Signer Name JESSICA BATES

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 03/02/2022

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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	For the common property CP/SP8090				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP8090</td></tr></table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP8090	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP8090				
CODE CH					

- (C) The Owners-Strata Plan No. 8090 certify that a special resolution was passed on 22/11/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. BY-LAWS 31, 32, 33 & 34
Added by-law No. SPECIAL BY-LAWS 12 & 13
Amended by-law No. BY-LAWS 16 & 30
as fully set out below:
Please see attached Annexure "A" hereto.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 8090 was affixed on 31/12/2021 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Carolynne Pitt

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____



BY-LAWS
STRATA PLAN 8090 -52-56 THE CRESCENT, DEE WHY
ANNEXURE "A"

BY-LAW 1

NOISE

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

BY-LAW 2

VEHICLES

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

BY-LAW 3

OBSTRUCTION OF COMMON PROPERTY

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

BY-LAW 4

DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

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

BY-LAW 5

DAMAGE TO COMMON PROPERTY

1. An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.

2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

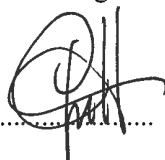
3. This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5. Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

The Common Seal of **The Owners - Strata Plan No. 8090** was hereunto affixed on 31st December, 2021 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

.....




BY-LAW 6

BEHAVIOUR OF OWNERS AND OCCUPIERS

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

BY-LAW 7

CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

BY-LAW 8

BEHAVIOUR OF INVITEES

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

BY-LAW 9

DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

BY-LAW 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 other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

BY-LAW 11

CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

BY-LAW 12

STORAGE OF INFLAMMIBLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

BY-LAW 13

MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

BY-LAW 14

FLOOR COVERINGS

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

BY-LAW 15

GARBAGE DISPOSAL

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

BY-LAW 16

KEEPING OF ANIMALS

1. Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
2. The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
3. All dogs must be on a leash at all times whilst on common property.
4. All dogs are to be exercised at a local park and not on common property.
5. The animal is not to cause a nuisance or distress to any other resident by way of unreasonable barking, smell or aggression.
6. The animal must not harm or threaten any other resident or wildlife.
7. All pet waste must be removed immediately and disposed of within your lot until the bins are put out for collection. No pet waste (including kitty litter) is to be disposed of down the toilet into the sewer system. If this is found to be the cause of a sewer blockage, all costs will be passed to the pet owner.
8. There is to be no wet or dry food left on balconies where it can attract rodents and other unwanted pests such as pigeons to the property.
9. The by-laws governing the strata scheme may, from time to time, impose additional conditions and these will prevail should they differ from the above.

BY-LAW 17

APPEARANCE OF LOT

1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

2. This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

BY-LAW 18

NOTICE BOARD

An owners corporation must cause a notice board to be affixed to some part of the common property.

BY-LAW 19

CHANGE IN USE OF LOT TO BE NOTIFIED

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

BY-LAWS 20 – 27

NOT UTILISED

BY-LAW 28

RIDING OF SKATEBOARDS, BICYCLES AND ROLLER SKATES

The riding of skateboards, bicycles and roller skates or similar items is prohibited on all common property (the common property areas include the driveways and footpaths, parking areas, hallways, lawns, and all parts of the pool and its surround within all boundaries of the Strata Plan).

BY-LAW 29

PLAYING OF GAMES

The playing of cricket, football baseball and any other ball game is prohibited on the grass areas, (grass areas include all lawns, pool side, clothes line area, and grass surrounds at the rear of the building).

BY-LAW 30

USE OF POOL

1. Children under the age of 14 years must at all times be accompanied by an adult, when using the pool and its surround.
2. No food or drink of any kind is to be taken in a container or on plates or by hand into the surround by the pool as perimetered by the pool-side fence. *No glass containers or glass bottles are to be taken inside the fence.*
3. Running is not permitted within the pool area.
4. All visitors using the pool must be accompanied by a resident from “Eldorado” or “Delmar.”
5. The use of balls or throwing of anything within the pool area is strictly prohibited.
6. *No boards to be used in the pool.*
7. Pool hours are from 6am to 9pm.

BY-LAWS 31 - 34

REPEALED

BY-LAWS 35-36

NOT UTILISED

BY-LAW 37

EXCLUSIVE USE – LOT 33

On the following conditions, the proprietor for the time being of lot 33 ("the proprietor") shall have:

- (a) A right of exclusive use and enjoyment of that area of common property within the Ground Floor of Block "A" and bounded by the following:
 - 1. The western boundary of lot 33;
 - 2. The prolongation of the northern and southern boundaries of lot 33; and
 - 3. The internal surface of the external wall of Block "A";
- (b) A special privilege in respect of the common property within the Ground Floor of Block "A" to construct a garage door across the entry to lot 33 and the common property of which he has a right of exclusive use and enjoyment under this by-law.
 - (i) Subject to any amendment of the by-laws from time to time the Body Corporate shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property the subject of this by-law, apart from the common property of which the proprietor has a right of exclusive use and enjoyment, for the proper maintenance and keeping in a state of good and serviceable repair of which he shall be responsible.
 - (ii) The proprietor shall not install or maintain upon the garage door any locking device that cannot be operated by the key which operates the lock to the electricity room within the Ground Floor of Block "A".
 - (iii) The proprietor shall not store or leave within lot 33 or the common property of which he has a right of exclusive use and enjoyment anything which may prevent or restrict the opening of the door to the electricity room.
 - (iv) The proprietor shall maintain the garage door and all fittings and fixtures thereon in a state of good and serviceable repair, and shall renew or replace them whenever necessary.
 - (v) The Body Corporate may have access to the electricity room through the common property of which the proprietor has a right of exclusive use and enjoyment, at any reasonable time.
 - (vi) If the proprietor should default in the performance of any condition of this by-law and such default continues for a period of seven days after notice of it is given to the proprietor by the Body Corporate, then the rights and privileges conferred by this bylaw may be terminated by resolution of the Council of the Body Corporate.

SPECIAL BY-LAW NO. 1

SKYLIGHTS LOT 27

1. Notwithstanding anything to the contrary in By-Law 5, tile owner(s) for the time being of Lot 27 may install skylights in the roof of his/her lot, subject to the following conditions and stipulations:

- (a) before approval is given for installation of the skylights, the proprietor must provide the Owners Corporation with all drawings and specifications in relation to that installation. If necessary, all statutory approvals must be obtained by the proprietor prior to installation;
- (b) the proprietor for the time being shall be entitled to the exclusive use and enjoyment of that part of the common property fitted with a skylight from the roof to Unit 27 on the basis that such proprietor shall be wholly responsible for properly maintaining it and keeping it in a state of good and serviceable repair. The proprietor must make good any damage caused to common property due to the installation.

SPECIAL BY-LAW NO. 2

SATELLITE DISH

In addition to the powers, authorities, duties and functions conferred or imposed upon Owners Corporation by the Strata Schemes Management Act 1996, and the By-laws, the Owners Corporation shall have the power to allow the Owner of units on the top floor of block A, B and C in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television, radio and associated services.

It shall further have the power to approve the installation of associated equipment such as a receiver dish, cabling, etc. on the common property within the Strata Scheme on receipt of an application in writing from those owners. No such equipment may be installed without prior approval of the Owners Corporation.

All associated costs of installation and maintenance of the equipment shall be the sole responsibility of the Owners of those Lots wishing to connect. The installation of the equipment shall be carried out in a manner such that no adverse visual impact would occur on the front/street elevation of the block. The lot owners must make good any damage caused to common property due to their installation. The equipment will be for the sole use of the top floor occupants of block A, B & C only.

SPECIAL BY-LAW NO. 3

AWNING LOT 15

That the Owner of Lot 15 shall from the 21 October 2008 be entitled to install an awning over the rear balcony of Lot 15 strictly provided that the awning is brand new, white and beige in colour, and made out of Canvas. The awning shall also be 4 metres long and 2.5 metres wide when fully extended and when retracted back in it will roll into a cylinder against the wall neatly, which cylinder is to be cream in colour. The installation of the awning is subject to the following conditions:

- That the work will be carried out by a licensed tradesperson.
- That all work will be carried out at the expense of the Owner of Lot 15.
- That any damage caused to common property during the installation of the awning, will be rectified at the expense of the Owner of Lot 15.
- That the responsibility for the ongoing repairs and maintenance of awning remains that of the current and subsequent Owners of Lot 15.
- That the awning will always be kept in good and respectable order and repair.

SPECIAL BY-LAW NO. 4

FIRE SAFETY

That the Owners Corporation shall have the following functions in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation for any fee charged to the Owners Corporation by a fire safety service provider or NSW Fire Brigades as a result of the activation of a fire alarm on the common property or in a lot where:

(i) the fire safety service provider or NSW Fire Brigades attends the property; and

(ii) the activation of the fire alarm arose as a result of lack of care on the part of the owner or occupier hereinafter called "a false activation of a fire alarm".

(b) For the purpose of this by-law, lack of care includes, without limitation, the failure of an owner or occupier to notify the fire safety service provider prior to the activation of the fire alarm that the owner or occupier is carrying out works to the property, or the failure to cover sensors when renovations are being carried out to prevent heat and dust from affecting the sensors, or the failure to prevent the alarm being activated by an event other than a fire, including steam or smoke caused by cooking or showering.

(c) The Owners Corporation may require the lot owner or occupier to pay the fire safety service provider or the NSW Fire Brigades all fees and charges claimed by the fire safety service provider and NSW Fire Brigades arising from a false activation of a fire alarm on the common property or in a lot.

(d) The power and the authority to require an owner or occupier of a lot to reimburse the Owners Corporation any late fee or subsequent attendance fee charged to the Owners Corporation by a fire safety service provider to attend the lot to carry out any service or inspection if the lot owner or occupier did not provide access to the fire safety service provider on an earlier date of which at least 14 days prior written notice was sent to the lot owner.

SPECIAL BY-LAW NO.5

ESSENTIAL SERVICES EQUIPMENT

1. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or other Act:

(a) The duty to inspect, test, maintain and, where necessary, repair or replace, the essential services equipment on common property so as to ensure that such equipment complies with any applicable regulation, code or standard relating to the equipment.

The equipment, for the purposes of this by-law, includes all emergency lighting, exit lights, hydrant landing valves, fire extinguishers, fire hose reels and fire doors.

(b) The right to inspect, test, and where necessary, repair or replace smoke detectors within a lot.

(c) The power and the authority to engage contractors and consultants for these purposes.

(d) The power and the authority to apply the funds of the Owners Corporation to these purposes.

2. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in repairing or replacing the equipment within that owner's lot including expenses incurred to replace obsolete equipment or to repair, alter or replace the equipment in order to comply with any change in applicable regulations, codes and standards (hereinafter called "fire services expenses").

3. The owner of a lot must reimburse the Owners Corporation all expenses incurred by the Owners Corporation in removing, repairing, altering or replacing the equipment on common property which is installed, damaged, altered or otherwise tampered with by a lot owner or occupier without approval by the Owners Corporation (hereinafter called "fire services expenses arising from unauthorised work on common property") including but not limited to tampering with locks on doors to Lots and installing security screens on Lots.

4. The owner must reimburse the Owners Corporation fire services expenses and fire services expenses arising from unauthorised work on common property within one month of service upon him of a copy of the account for those expenses. If the owner has not reimbursed the Owners Corporation the amount due within one month, the amount due shall bear interest from the date of service of the copy of the account as though it were a contribution referred to in section 78 of the Strata Schemes Management Act 1996 ("a contribution").

5. An owner shall be liable for the amount of fire services expenses and fire services expenses arising from unauthorised work on common property unpaid by his predecessor in title (and unpaid interest) as though the amount unpaid were a contribution.

6. The Owners Corporation by its agents, servants and contractors may enter a lot for the purpose of carrying out the work required of it by this by-law with the consent of an occupier of the lot, or after having given not less than 72 hours notice in writing to an owner or occupier of a lot of its need to enter a lot for the purpose of carrying out the work required by this by-law.

SPECIAL BY-LAW NO. 6

WORKS LOT 23

On the following terms and conditions, the owner of Lot 23 in the Strata Plan (Owner) shall be entitled to exclusive use and enjoyment of the common property so as to erect a shade sail on the balcony and attached timber cladding to the balcony wall of lot 23 (works).

CONDITIONS

1. In exercising the special privilege conferred by this by-law, the Owner must:

- (i) Undertake the Works according to the guidelines of Warringah Council if required and any further specifications of a structural engineer, subject to any variation of the works according to the conditions of this By-Law;
- (ii) Ensure the Works shall be done by qualified and insured tradesmen in a proper and workmanlike manner in accordance with the Home Building Act 1989 and using proper and best quality materials.

2. The owner may not vary the Works except:

- (i) In a manner approved in writing by the Owners Corporation;
- (ii) With the consent of Warringah Council, a copy of whose consent must be furnished to the Owners Corporation before undertaking the Works the subject of the variation;
and
- (iii) After having furnished the Owners Corporation with the endorsement of the structural engineer as to the structural adequacy of the proposed variation.

3. The Owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair and Works and any common property adjacent to the Works and repair and/or replace the Works if reasonable required by the Owners Corporation and will pay all associated costs and expenses.

4. The owner must indemnify the Owners Corporation and each other owner of the lot in the Strata Plan against the following:-

- (i) Any liability or expense which would not have been incurred if the Works had not been undertaken;
- (ii) Any damage to the Works caused by the Owners Corporation in undertaking any work referred to in Section 62, 63 and 64 of the Strata Schemes Management Act 1996 or in exercising the power of entry conferred in Section 65 of that Act.

5. The Owner must pay all costs, including reasonable legal costs incurred by the Owners Corporation in the preparation, making and registration of this Change of By-Law.

SPECIAL BY-LAW NO. 7

WORKS LOT 33

That the Owners of Lot 33 shall from the 4 January 2012 be entitled to renovate the interior of the Lot by altering the room configuration as it applies to the internal kitchen, laundry and dining room walls. Demolition/renovation works are to be conducted in accordance with a report provided by H & H consulting engineers Pty Ltd, which together with the sketches provided therewith is attached and marked the letter "A".

In addition the Owners be permitted to install a Rondo Key Lock suspended ceiling system in the Lot by attaching the system to the concrete slab. This work is to be completed in accordance with the certificate signed by Keith Lawson attached hereto and marked with the letter "B".

All the works above will be carried out by a licenced tradesperson.

All the work referred to above will be carried out at the expense of the Owners of Lot 33.

Any damage caused to Common Property during the installation and/or renovation as described above will be rectified at the expense of the Owner of Lot 33.

The responsibility for the ongoing repairs and maintenance of the installation and renovations remains that of the current and subsequent owners of Lot 33.

The renovations and installations will be kept in good and respectable order and repair by the Owners of Lot 33 at all times.

H & H Consulting Engineers Pty Ltd (trading as Henry & Hymas)
ABN 77 081 243 333 ACN 061 243 333

Address
Level 5, 72 Victoria Avenue Chesham New South Wales 2067

Telephone +61 2 9417 5400
Facsimile +61 2 9417 5337
Email info@hcnconsult.com.au
Web www.hcnconsult.com.au



henry&hymas

04th January 2012
Our Ref: 11832-S01(JY)cp

At: Jade Garner

RE: Proposed alterations to existing kitchen and dining walls at
Unit 33 / 52 The Crescent - DEE WHY



Further to your request, Sam Hawdon of our office inspected the premises above on 30th September 2011. The purpose of the inspection was to review the existing internal kitchen, laundry and dining walls to ascertain if they can be removed without compromising the structural integrity of the building.

From our inspection we found that the unit complex circa 1980's at the above address was constructed using load bearing brick walls with flat concrete slabs. From our site investigation it appeared as though the first floor slab was 150mm thick, while the second floor was 130mm thick. This Unit 33 is located on the second floor of this three level unit complex.

We can certify that the proposed walls as indicated on the attached sketch SK1 may be removed without affecting the structural integrity of this unit or of the overall buildings framing. The proposed internal walls to be removed between the kitchen, laundry and dining area are 110mm thick.

This sketch indicates removing a portion of the wall located between the kitchen, laundry and dining room. This allows for the brick wall to be removed up to the underside of the slab. This will require installing two new steel beams to support the concrete slab above. Temporary propping of the slab above will be required for this option (refer to SK2).

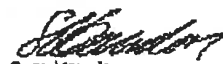
The 900mm section of wall located adjacent the shower between the bathroom and the dining room may be removed, and a new 110mm thick wall may be installed in the location shown on the attached sketches.

The walls to be removed and the beams to be installed are to follow the procedure attached in this report.

We recommend that during demolition works that if any concrete framing elements are unveiled that is built (hidden) into this wall or if any cracking or movement is evident during demolition, H & H Engineers are to be called out to site to re-assess the structural integrity of the walls and the buildings framing. In saying this there was no clear evidence of any concrete vertical elements.

We hope this satisfies your requirements, please do not hesitate to contact myself on 9417 5400 to discuss this matter or any future concerns.

Yours faithfully


Sam Hawdon
B. Eng

Reviewed by


Ray Kusturin
BE (Hons), MIE Aust

For, and on behalf of H & H Consulting Engineers Pty Ltd



sydney - brisbane

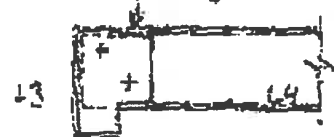
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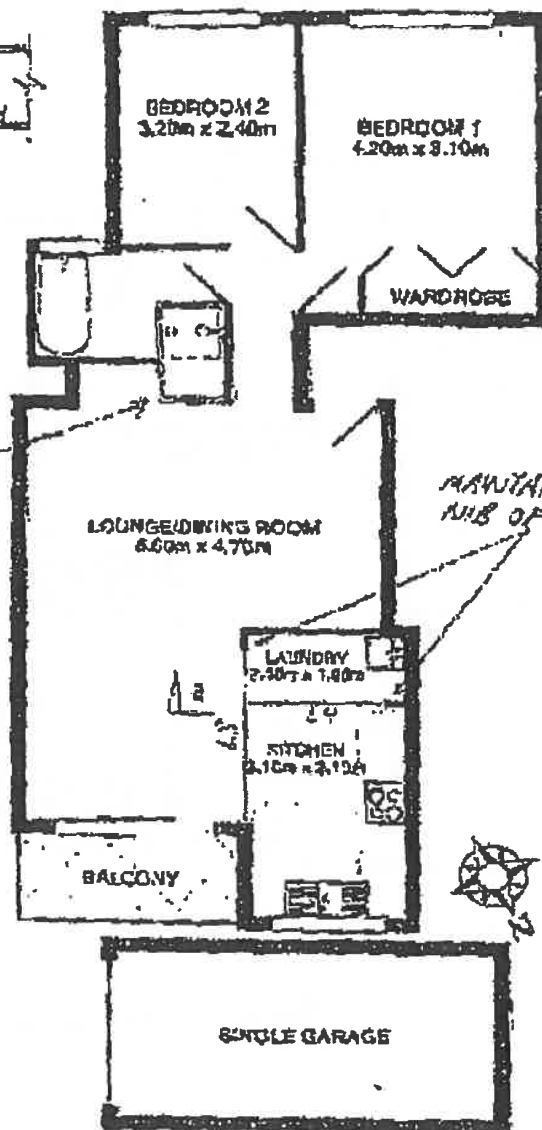
henry&hymas

10m RDU PLATE
 4/ 3-4120 C/P/S
 80525

33/52 The Crescent, Dee Why



SECTION A



NEW 10mm
 BACK WALL

MAINTAIN 350mm
 NIB OF BRICK WORK

MEMBERS

L3 - 200 AFC
 L4 - 180 AFC

L3 - 2690mm MAX SPAN
 L4 - 1750mm MAX SPAN

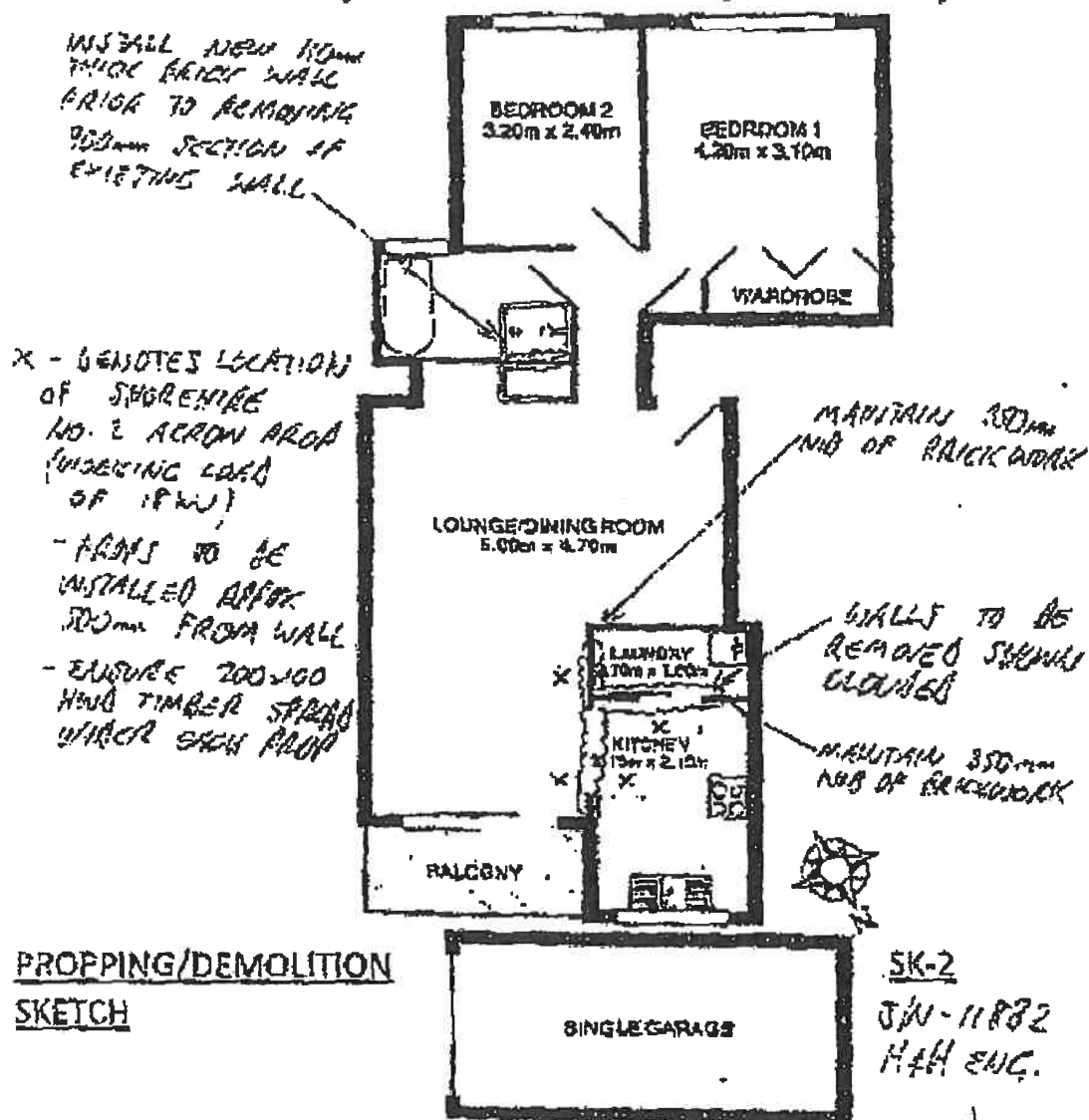
SK-I
 JAU-11832
 H&H ENG

3



henry&hymas

33/52 The Crescent, Dee Why



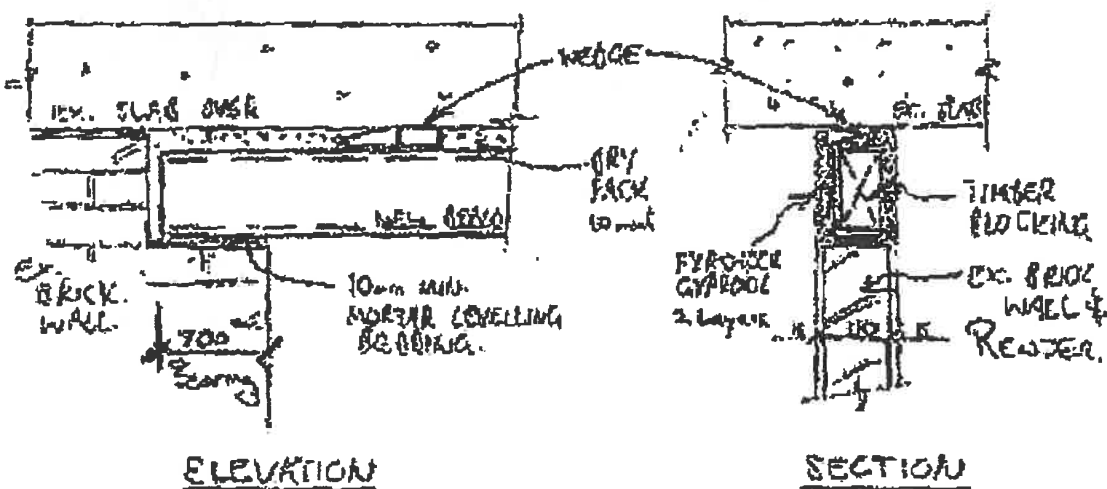
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henry&hymas

Temporary Propping Procedure

- Install the props specified as shown and wind up the props, ensuring they are mechanically tightened to take the load off the brickwork
- Carefully remove the brickwork as shown on plan. Ensure when brickwork is removed it is distributed to external bins and is not piled onto the adjacent slab
- Install the new beams / lintels required onto grout beds at the existing walls with minimum bearing as noted. Allow grout to cure to attain specified strength
- Pre-load the beam or lintel with steel wedges at 600mm centers on both sides of the beam / lintel, until the load is transferred out of the temporary propping and into the beam / lintel
- Grout between the wedges. Once grout has cured and reached the specified strength, remove the wedges
- Make good as required, Box cut and provide two layers of fibrecheck plasterboard to the beam / lintel all round.



[Handwritten signature]

'B'

The ceiling to 33/52-56 The Crescent Dee Why 2038 was attached in the following manner:

A Rondo Key-Lock Suspended Ceiling System was fixed to the concrete slab.

10mm Gyprock was installed to the frame.

10mm Fire Proof Gyprock was installed around the beams in the Kitchen as directed by the Engineer report.

The Rondo Key-Lock suspended ceiling system complies with the Australian Standards.

The method of attaching the Rondo Key-Lock system and Gyprock does not affect the structure or integrity of the building.

Signed: 

Name: Keith Lawson

Trade and Licence Number: 141202C

Wall and Ceiling lining



SPECIAL BY-LAW NO. 8

WORKS LOT 2

On the conditions set out in this By-Law the Owner of Lot 2 shall have the special privilege to renovate the interior of the Lot by:

1. Removing the wall between the kitchen and dining area in accordance with the recommendations contained in the report prepared by Henry & Hymas dated 13 August 2015 attached hereto, and
2. Installing a suspended ceiling in accordance with the recommendations contained in the report prepared by Mole Plastering dated 27 August 2015 attached hereto. hereafter referred to as the "Works".

Conditions:-

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
 - a. A copy, where applicable, of all requisite approvals of the local Council to the Works, including all conditions of approval, plans, drawings, specifications and notes;
 - b. A copy, where applicable, of insurance relating to the Works under Section 92 of the Home Building Act 1989;
 - c. Details of each contractors' All Risk Insurance Policy which includes public risk insurance of not less than \$10,000,000.
 2. In exercising the special privilege conferred by this By-Law. The Owner must:
 - a. Undertake the Works in a proper and skilful manner, using proper and best quality materials;
 - b. Comply with all conditions of consent of the local Council; and
 - c. Undertake the Works in accordance with the Building Code of Australia and all applicable Australian Standards.
 3. The Owner must maintain the Works in a state of good and serviceable repair, and must renew or replace them when necessary or when reasonably required by the Owners Corporation
 4. The Owner must give to the residents of other Lots in the strata scheme not less than 72 hours' notice of the commencement of the Works.
 5. The Owner must ensure that the Works are undertaken in a way which minimises the disturbance of the other residents in the building by vibration, noise, dust or dirt.
 6. The Owner must repair promptly any damaged caused or contributed by the Works, including damage to property of the Owners Corporation and the property of another owner or occupier of another Lot in the strata scheme.
 7. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works, including liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the building as a consequence of the Works.
- The Owner must meet all reasonable expenses (including legal) of the Owners Corporation incurred in the perusing, making and registration of this By-Law

SPECIAL BY-LAW NO. 9 UNIT 42 RENOVATIONS

PART 1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works and the right of exclusive use and enjoyment of those parts of the common property attached or occupied by the Works, subject to the terms and conditions contained in Part 3 of this By-law.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

1. In this By-law, the following terms are defined to mean:

- a. **"Act"** means the Strata Schemes Management Act 2015 (NSW);
- b. **"Authority"** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- c. **"Building"** means the building located at 52 The Crescent, Dee Why.
- d. **"Insurance"** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
 - ii. insurance required under the Home Building Act 1989 (if any);
 - iii. worker's compensation insurance.
- e. **"Lot"** means Lot 42 in Strata Plan 8090
- f. **"Owner"** means the owner(s) of the Lot.
- g. **"Owners Corporation"** means the Owners - Strata Plan 8090, or its delegated representative including the Strata Manager or Executive Committee.
- h. **"Works"** means the works to the Lot and common property to be carried out for an in connection with the Owner's installation, repair, maintenance and replacement (if necessary); of:
 - i. renovating a kitchen
 - ii. removal of the wall between the kitchen and the laundry and the removal of a brick arch;
 - iii. installing suspended ceiling and insulation;
 - iv. changing recessed light fittings;
 - v. removing existing flooring coverings and replace with floor boards rated to a maximum of 43 decibels; and
 - vi. installing a reverse cycle split system air conditioner;

together with the restoration of lot and common property (including the Lot) damaged by the Works and all of which are to be conducted strictly in accordance with the specifications attached to this By-law and marked "A" and the provisions of this By-law.

Interpretation

2. Where any terms used in this By-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.

3. Words importing:

- a. the singular include the plural and vice versa; and
- b. a gender includes any gender.

4. A reference to a statute, regulation, proclamation, ordinance or By-law includes all statutes, regulations, proclamations, ordinances or By-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and By-laws issued under that statute.

PART3

CONDITIONS

Prior to Conducting the Works

5. An Owner must:

- a. obtain all necessary approvals/consents/permits from the Authority and provide a copy to the Owners Corporation;
- b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
- d. effect and maintain Insurance and provide a copy to the Owners Corporation; and
- e. pay the Owners Corporation's reasonable costs in registering the By-law.

Notice

- a. At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of a letterbox drop) of the proposed commencement of the Works;
- b. At least two (2) weeks prior to the commencement of the Works the Owner shall make arrangements with the Owners Corporation regarding:
 - i. the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - ii. the suitable times and method for the contractors to park their vehicles on the common property whilst the Works are being conducted.

Performance of the Works

6. In carrying out or maintaining the Works the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the Owners Corporation;

- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform the Works at times approved by the Owners Corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Works from the Building and the common property;
- h. not vary or replace the Works, as agreed to by the Owners Corporation, without its prior written approval; and
- i. ensure that the Works do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the Owners Corporation) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Works

- 7. The Owner must properly maintain the keep the Works and the common property to which they are attached in a state of good and serviceable repair. Liability and Indemnity
- 8. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Works and will make good that damage immediately after it has occurred.
- 9. The Owner indemnifies the Owners Corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the The Works on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

- 10. The Works shall remain the Owner's fixture.

Cost and Risk of the Works

- 11. The Works (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

- 12. If an Owner fails to comply with any obligation under this By-law, then the Owners Corporation may:
 - a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
- 13. The costs referred to in paragraph 12(c) of this By-law may include any costs incurred by the Owners Corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this By-law and any other reasonable cost expended by the Owners Corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this By-law against the Owner of the lot.

14. If the costs referred to in paragraph 12(c) of this By-law are not paid at the end of one month after becoming due and payable they shall bear, until paid simple interest at an annual rate of 10% and the Owners Corporation may recover as a debt any costs payable by the Owner pursuant to this By-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW NO. 10 NO SMOKING

- (1) The owner or occupier of the lot must not smoke nor allow smoking within a lot or within the common property.
- (2) Without limiting paragraph (1), the owner or occupier of a lot must not allow any invitee to his lot to smoke within the lot or upon the common property.

SPECIAL BY-LAW NO. 11 UNIT 46 RENOVATIONS

The Owners Corporation specially resolves pursuant to Strata Schemes Management Act 2015 (NSW) s 141, this Special By-Law be made and lodged for registration with the Registrar-General under common seal of the Owners Corporation.

1. Owner: Lot 46
2. Works:
 - (a) The removal of existing tiles and waterproofing membrane from floor and walls;
 - (b) Application of new waterproofing membrane with a certificate supplied in the name of the Strata Plan;
 - (c) Installation of new tiles on the floor and on full height of walls;
 - (d) Replacement of bathtub, shower, vanity and toilet without any change to existing plumbing configuration;
 - (e) Installation of new suspended gyprock ceiling
 - (f) Installation of new lights with all electrical cabling to be connected to existing wiring;
 - (g) Lowering smoke alarm to align with new suspended ceiling.
 - (h) Installation of an air-conditioning unit on the internal wall of the living room, with the air-conditioning outlet located externally on the west side of the balcony.
3. Special Privilege: The Owner will have a special privilege to attach and affix the Works to and on the Common Property and keep them so attached and affixed.
4. Exclusive Use: The Owner will have the exclusive use of those parts of the Common Property to which the Works are directly attached or affixed, or occupied by the Works.
5. Costs: The Works shall be undertaken at the cost of the Owner and the Owner shall pay costs, including legal costs (if any), incurred by the Owners Corporation in processing and registering this Special By-Law on the title to the Common Property.
6. Performance Standards of Works: In performing the Works, the Owner (including any Contractors engaged by the Owner) must:
 - (a) Ensure that the Works are carried out in a proper and workmanlike manner by appropriately insured and licensed contractors and tradespersons and in accordance with the relevant Australian Standards and the Building Code of Australia;
 - (b) Undertake the Works in a way which minimises disturbance as far as is reasonably practicable;

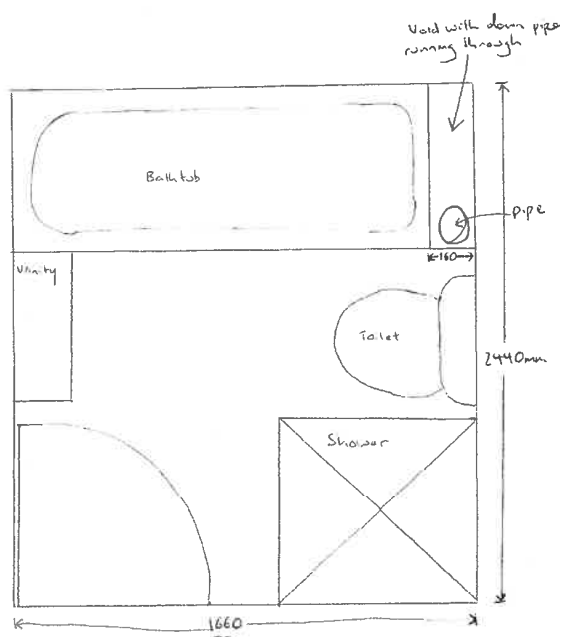
- (c) Transport all construction materials, equipment, debris and other material associated with the Works over Common Property in a manner that is reasonably acceptable by the Owners Corporation;
 - (d) Keep all areas of the Common Property clean and tidy during the performance of the Works and ensure that the Works are performed wholly within the Lot; and
 - (e) Remove and remediate any debris and spoil from the Common Property as soon as practicable.
7. Repair and Maintenance: The Owner must maintain the alterations and additions carried out in the course of the Works and the Common Property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary without cost to the Owners Corporation.
8. Indemnity: The Owner of the Lot will indemnify the Owners Corporation against any legal liability, loss, claim or proceeding with respect to any injury, loss or damage whatsoever to the Common Property or other property or person in connection with the Works.

Bathroom works:

- Removal of existing tiles from floor and walls
- Bathtub, shower, vanity and toilet will be replaced with no change to plumbing in the floor
- New tiles will be installed on the floor and on the wall up to the ceiling
- Once the bathroom has been gutted, new waterproofing will be applied and a certificate will be supplied in the name of the strata plan
- A new suspended gyprock ceiling will be installed with new lights whilst the smoke alarm will be brought down to sit on the new suspended ceiling
- All electrical cables will be connected to existing wiring

Living Area

- A new aircon unit will be installed in the living area with the outside unit to sit on the west side of the balcony



[Handwritten signature]

* Not to scale
 All measurements are in millimetres (mm)

SPECIAL BY-LAW 12

Lot 43 Works

1. Definitions

In this by-law, the following terms are defined to mean:

- (a) **"Lot"** means lot 43 within Strata Plan 8090
- (b) **"Owner"** means the owner from time to time of the Lot.
- (c) **"Owners Corporation"** means the Owners Corporation of the Strata Plan 8090.
- (d) **"Statute"** means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State of New South Wales and includes all statutes, regulations, proclamations, ordinances or by-laws, varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.
- (e) **"the Act"** means the Strata Management Act NSW (2015)
- (f) **"Works"** means the works to the Lot and common property to be carried out for an in connection with the Owner's alterations and additions as described in the Annexure marked "A"
- (g) Words importing the singular include the plural and vice versa;
- (h) Words importing a gender include any gender;
- (i) Where any terms used un this by-law are defined in the Act, they will have the same meaning as those words attributable under that Act.
- (j) All parts of this by-law including the introduction are to be considered in the interpretation of the by-law;
- (k) If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

2. Rights

- (a) Subject to the following conditions, the Owner shall be entitled, at their own expense, to carry out the Works and maintain and use the Works but strictly and only upon the terms of this by-law.

3. Maintenance of Common Property

- (a) The Owner must maintain the Works and all associated additions and alterations, ancillary fittings and fixtures in a state of good and serviceable repair.
- (b) The Owner must renew or replace the Works and all associated additions and alterations ancillary fittings and fixtures whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of an owner or occupier of any other lot within the Strata Plan.
- (c) Subject to the terms of this by-law, notwithstanding any subsequent by-law or any special resolution of the Owners Corporation under Section 106(3) of the Act not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the property maintenance and keeping in a state of good and serviceable repair the balance of the common property.

4. The Works

- (a) In respect of the Works, an owner must:
 - (i) have the Works completed by duly qualified and licensed and insured contractors in a proper and workmanlike manner and in compliance with all applicable statutes and in accordance with manufacturers' specifications and approval conditions of the council, if applicable, and strata committee.
 - (ii) if required by the Owners Corporation provide evidence from a qualified engineer certifying to the effect that the Works will not affect the structural integrity of the building if any part of the common property;
 - (iii) effect the following insurances in the joint names of the Owner and the Owners Corporation:
 - contractor's all works insurance;
 - insurance required under the Home Building Act 1989 (if required);
 - worker's compensation insurance; and

- public liability insurance in the amount of \$10,000,000.
- (iv) notify other residents in writing of the period of the Works during which noise may create a nuisance.
- (v) ensure minimum disturbance or inconvenience to the other lots or their occupiers and owners, during the Works. Pedestrian or vehicular access throughout the complex shall not be obstructed by building materials, refuse or contractor's vehicles. All areas of common property adjacent to the site location for Works or used for or in relation to the Works are to be kept in a clean and tidy state during the Works.
- (vi) ensure that no part of the Works encroach onto an adjoining lot or adjoining property;
- (vii) ensure that the Works do not interfere with the statutory duty of the Owners Corporation to maintain and repair the common property, place the Owners Corporation in breach of its obligations under Occupational Health and Safety requirements or the requirements of WorkCover or other relevant statutory authority, or impede necessary access for tradesmen to carry out necessary maintenance and repair of the common property.
- (viii) maintain the Works in state of good and serviceable repair and must renew or replace it when necessary.
- (b) An owner may remove the Works but must do so at his or her own expense and in a proper and workmanlike manner and must ensure the common property is restored.
- (c) An owner at his or her own cost must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or removal of the Works and will make good that damage immediately after it has occurred at their own cost.

5. Indemnity & Costs

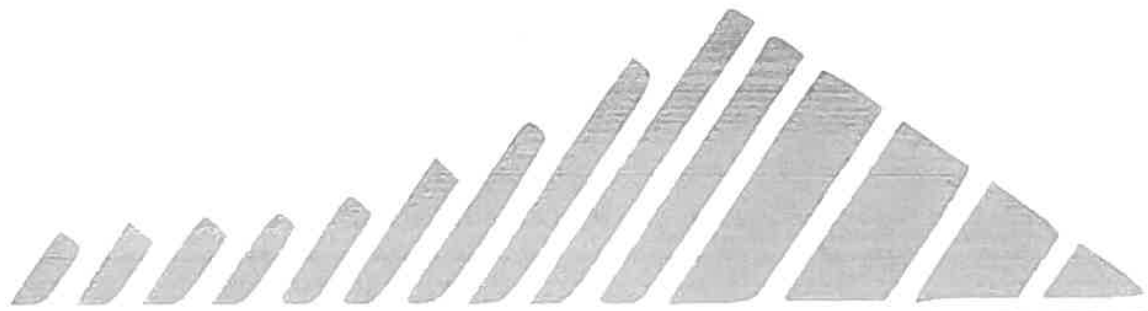
- (a) The owner of a lot must indemnify the Owners Corporation and the owners and occupiers of other lots within the strata plan against any liability or expense (including any liability for damages under Section 122(6) of the Act) whatsoever arising directly or indirectly from construction, installation, use and maintenance of the Works.
- (b) If the Owner fails to comply with any obligation under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to Section 120(3) of the Act to carry out the work and recover costs from the owner as a debt.

Annexure A

43/52-56 The Crescent, Dee Why

BATHROOM:

- Remove existing floor and wall tiles;
- Remove shower, vanity, toilet and bath
- Install new shower, vanity, toilet and bath in same location as original, using existing plumbing
- Install new floor tiles
- Install new wall tiles up to ceiling including shower recess and bath tub area
- Water proofing certificate to be issued in the name of the Owners Corporation 8090



Kapiti Building & Tiling Services

P: 0404001415 | E: george@kbts.com.au | ABN: 84158934368 | Lic # 682845 | PO Box 291, Panania, NSW, 2213

Quote: 2409

Quote

Quote date: 26/09/2021

Bill to:
Louisa Owen
43/52 The Crescent
Dee Why
0415709276

Expiry:
25/12/2021

DESCRIPTION

TAX TYPE

AMOUNT (ex GST)

BATHROOM RENOVATION - Porcelain or similar tiles
Cover floor & nearby furnishings
Cap off plumbing & isolate electricals
Remove entire bathroom contents excluding ceiling
Render & mechanically abrade walls
Brick up bath surround
Waterproof floor, walls & bath surround exceeding BCA standard .Minimum 4 coats plus
sealer coat
Plumbing to be carried out by proprietors plumber
Screed & tile floor, incorporate step down in shower
Tile to walls, floor to ceiling
Grout & silicone junctions
Install fixtures
Clean site & remove rubbish

GST

-

SUPPLEMENTARY

Supply & install frameless shower screen = \$1800 plus gst

Sub-Total (ex GST): \$-
GST: \$-
TOTAL (inc GST): \$-

Pierre's Plumbing

Quote No: 404
Date: 24/09/2021
For: Louisa Owen
louisaok@ozemail.com.au
43/52
The Crescent
Dee Why 2099
Australia

Quote

Details:
041 9350250
pierresplumbing@gmail.com
www.pierresplumbing.com
ABN: 87008291014
Mob: 0419 350 250
Email: pierresplumbing@gmail.com
LIC#: 26598C

Description Bathroom renovation

Description	Quantity	Rate	Amount
To connect to existing feeds and replace all accessible copper piping	1		
To connect to existing drainage pipes			
To install bath with legs			
To plumb in shower, basin and toilet			
PC items such as toilets and tapware by others			
No allowance has been made to shift fixtures			

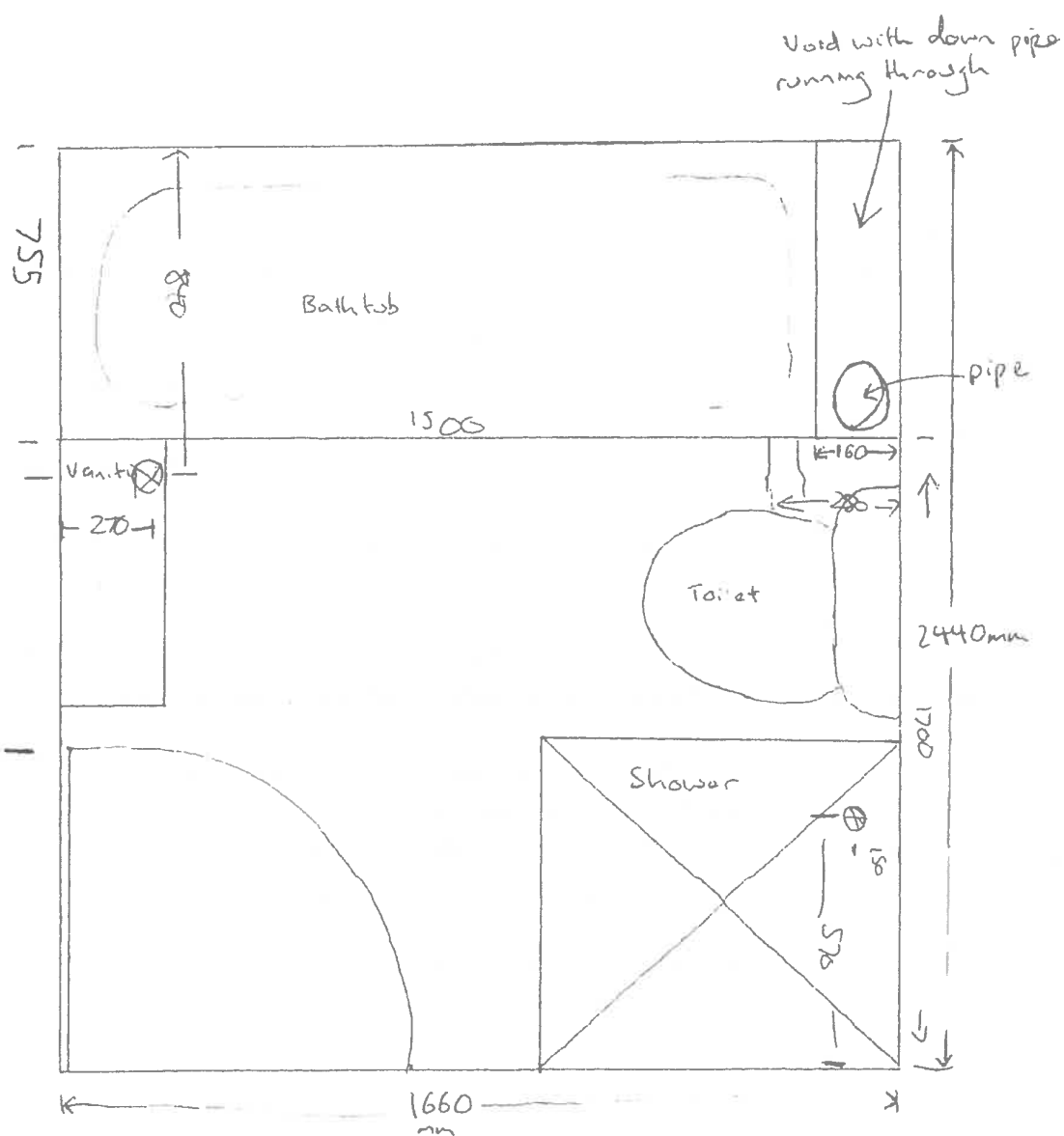
Parts Subtotal

Subtotal
Includes GST 10%
Total

Total



- Removal existing tiles from floor & walls
- Bath tub, shower, vanity & toilet replaced
- New tiles floor & wall to ceiling
- Waterproofing plus certificate for strata



* Not to scale
 All measurements are in millimetres (mm)

[Signature]

SPECIAL BY-LAW 13

Access to Lots for Fire and other Inspections, Repairs and Maintenance

1. The purpose of this by-law is to enable the Owners Corporation, in certain circumstances, to recover costs incurred by it from a Lot owner who fails to provide access, or the occupant of the owner's Lot fails to provide access, to his or her Lot to the Owners Corporation's engaged contractor, upon being given written notice to do so.
2. In this by-law:
 - (a) Words importing the singular include the plural and vice versa;
 - (b) Words importing a gender include any gender;
 - (c) Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act, as amended from time to time;
 - (d) "The Act" means the Strata Schemes Management Act 2015; and
 - (e) "Lot" means any Lot within Strata Plan No. 8090.
3. Section 122 of the Act empowers the Owners Corporation, by its agents, servants or contractors, to enter upon any part of the parcel of land comprising Strata Plan No. 8090 for the purpose of:
 - (a) carrying out work required to be carried out by the Owners Corporation in accordance with the Act;
 - (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by a public authority;
 - (c) carrying out work required to be carried out by the Owners Corporation by an order made under the Act, or
 - (d) for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.
4. An owner or occupier of a Lot must not obstruct or hinder the Owners Corporation, its agents, servants or contractors from entering upon a lot for any of the purposes set out in clause 3 above.
5. An owner or occupier of a Lot shall allow the Owners Corporation, its agents, servants, or contractors to have access to his or her Lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any equipment or services within the building, including but not limited to fire safety equipment or services.
6. Other than in the case of an emergency, the Owners Corporation must, by its Strata Committee or strata managing agent, give the owner or occupier of a Lot written notice, prior to access being granted to the Lot.
7. Written notice, as referred to in clause 6 above, must:
 - (a) be served on the owner and occupier of the Lot, by ordinary post at the street address of the Lot or by placing it in the letter box of the Lot, not less than 14 days prior to the date on which access to the Lot is required. Notice will be deemed to have been served on the fourth working day after it is posted to the owner and/or occupier, or on the day on which it is placed in the letter box of the Lot. If the strata roll address for the owner is not the same as the street address of the Lot, notice must also be served on the owner by ordinary post at the address for service on the strata roll. Notice will be deemed to have been served on the fourth working day after it is posted to the owner. If the owner and/or occupier has provided the Owners Corporation with an email address for electronic service of documents, the notice may be served on the owner and/or occupier at that email address, and will be deemed to have been served when that email is sent;

- (b) be served on the owner of the Lot in the in the same manner
 - (c) include the date and time at which access is to the Lot required;
 - (d) include an estimate of for how long access to the Lot will be required;
 - (e) state by whom access will be required; and
 - (f) state for what purpose access is required.
8. If the owner or occupier of a Lot fails to give the Owners Corporation, its agents, servants, or contractors, access to his or her Lot after being provided with written notice in accordance with this by-law, the Owners Corporation shall be entitled to charge to the owner of that Lot all costs incurred by it as a result of access not being given, and may recover those costs as a debt against the Lot.
9. Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2016.
10. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

The Common Seal of **The Owners - Strata Plan No. 8090** was hereunto affixed on 31st December, 2021 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

.....




Northern Beaches Council Planning Certificate – Part 2

Applicant: Aldren Conveyancing Services
PO Box 468
DEE WHY NSW 2099

Reference: 221006
Date: 21/07/2022
Certificate No. ePLC2022/04828

Address of Property: 23/52 The Crescent DEE WHY NSW 2099
Description of Property: Lot 23 SP 8090

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (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

State Environmental Planning Policy Amendment (Frenchs Forest Precinct) 2021

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

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

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is

prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any other development not specified in item 2 or 3

Additional permitted uses

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

Nil

Employment zones reform implementation

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Nil

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

Nil

7A. Flood related development control Information

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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



Ray Brownlee PSM
Chief Executive Officer

21/07/2022

Sewer Service Diagram

Application Number: 8001822970

168185

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Warringah*

No. 581871

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

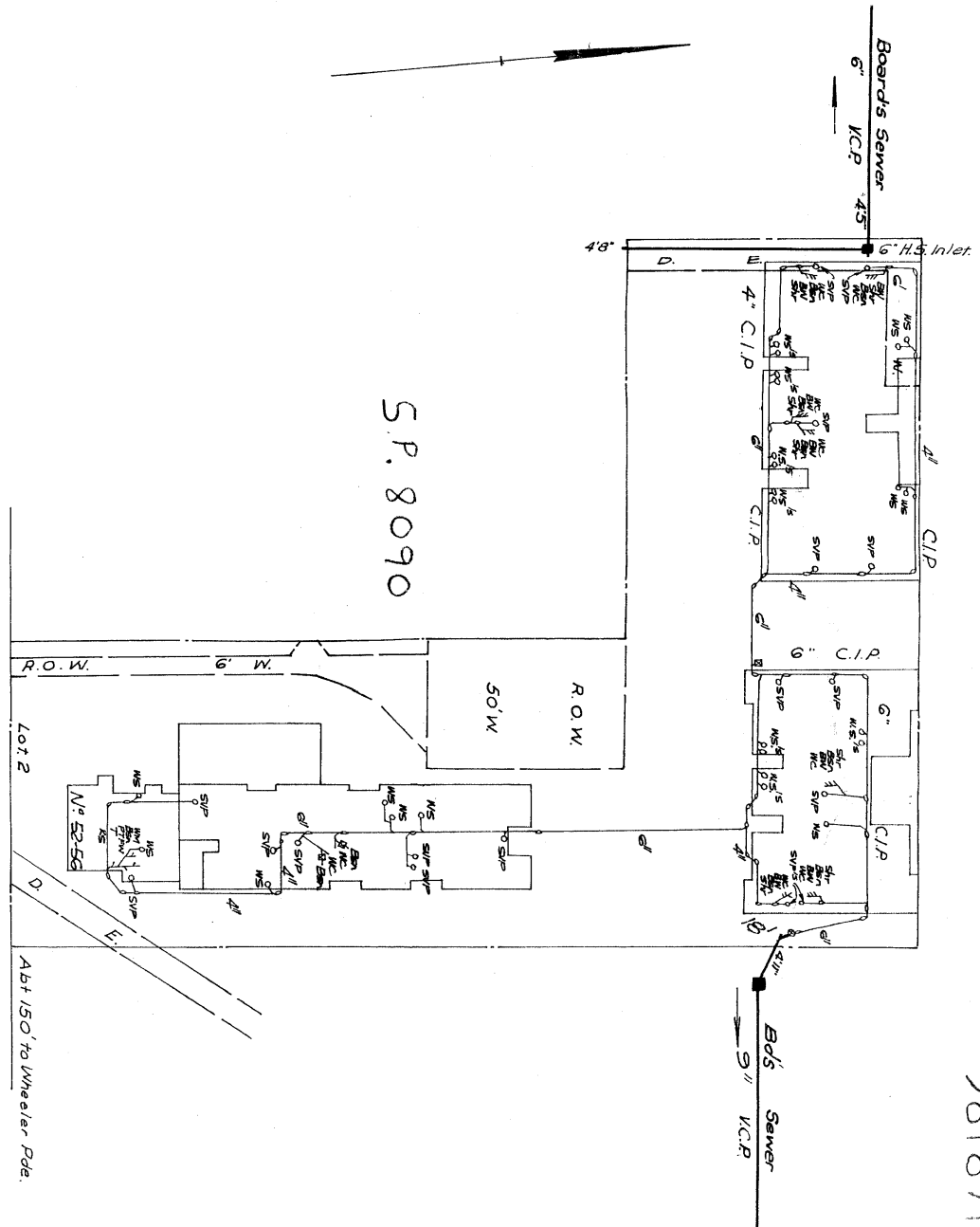
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

Micro Film No 704-227
28-12-73

Sheet No 7166
B.T.N.R.

THE

CRESCENT.



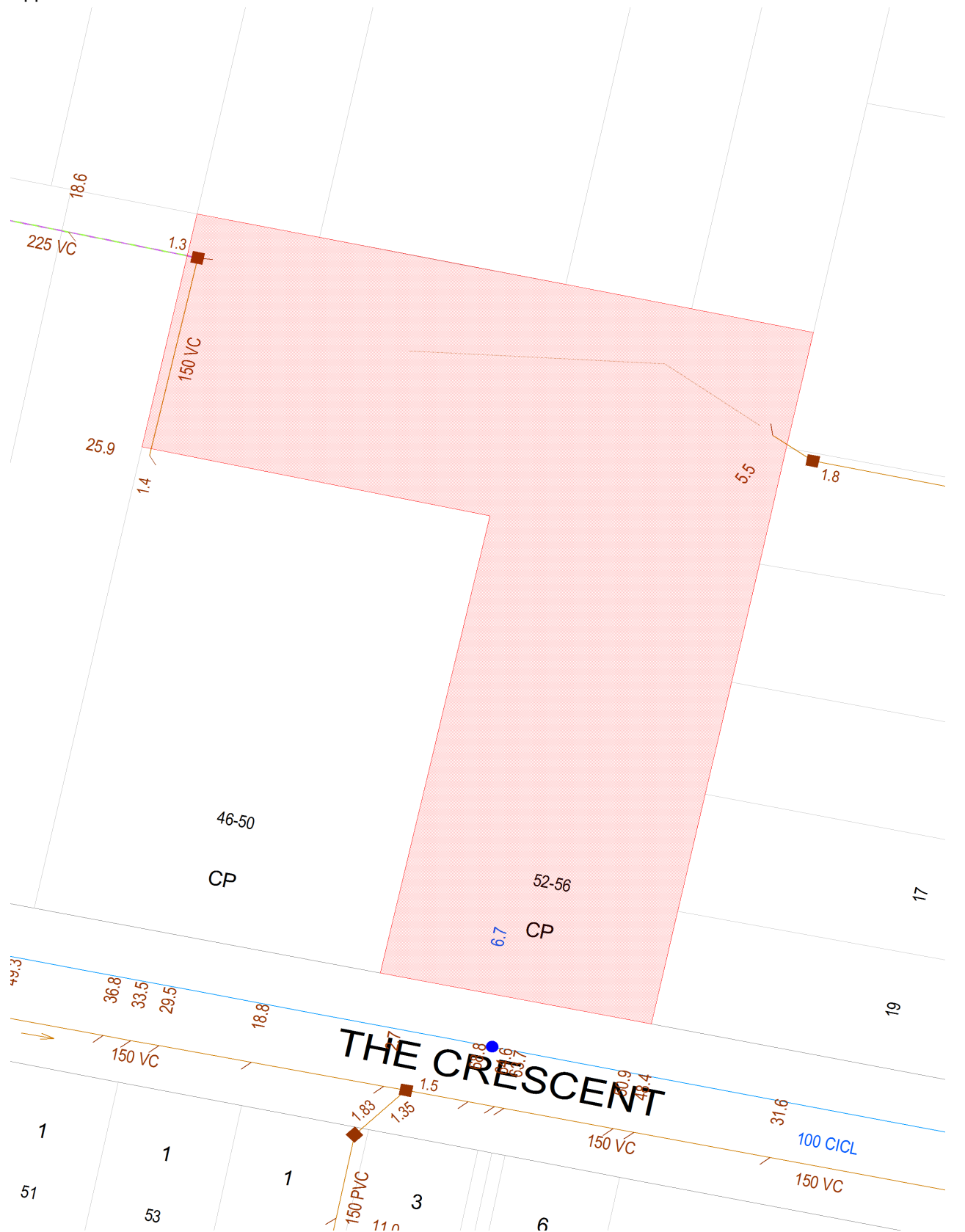
581871

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8001822959



Document generated at 21-07-2022 01:40:23 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

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