



**DRAFT**  
**MARKETING CONTRACT**

**APARTMENT 410B, 23 ROGER STREET**  
**BROOKVALE NSW 2100**

**PREPARED BY**  
**VOGUE CONVEYANCING**

**FOR**  
**UPSTATE**

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Upstate</b> Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099 Email: peter@upstate.com.au	Phone: 02 9971 9000 Ref: Peter Mosedale
co-agent		
vendor	<b>Jonathon Andrew Scotland and Caitlin Lauren Scotland</b> Apartment 410B, 23 Roger Street, Brookvale NSW 2100	
vendor's solicitor	<b>Vogue Conveyancing</b> 119 Willoughby Road, Crows Nest NSW 2065 PO Box 317, Artarmon NSW 1570 Email: cindy@vogueconveyancing.com.au	Phone: 02 9411 6681 Ref: CL:19/0137
date for completion	42 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	<b>Apartment 410B, 23 Roger Street, Brookvale NSW 2100</b> <b>Lot 77 in Strata Plan 97298</b> <b>Folio Identifier 77/SP97298</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

\_\_\_\_\_  
**vendor**

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

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**

JOINT TENANTS

tenants in common

in unequal shares

\_\_\_\_\_  
**witness**

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**Proposed electronic transaction** (clause 30)  no  YES

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

**Land tax** is adjustable  NO  yes  
**GST:** Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *RW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

***RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*. \$

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

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

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

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

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

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

### List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 document relevant to off-the-plan sale
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p><b>Other</b></p> <input checked="" type="checkbox"/> 58 Occupation Certificate dated 5/7/2018
<p><b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</b>            Strata Real Estate Services            Suite 6, 122/126 Old Pittwater Road, Brookvale NSW 2100            Tel: 1300 997 905</p>	

## **CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919**

I certify as follows:-

1. I am a Solicitor / Barrister / Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a Contract for the sale of land for the property names in the Schedule between the Vendor and the Purchaser named in the Schedule in order that there is no cooling off period in relation to that Contract.
3. I do not act for Vendor and I am not employed in the legal practice of a Solicitor or Licensed Conveyancer acting for the Vendor, nor am I a member or employee of a firm of which a Solicitor or Licensed Conveyancer acting for the Vendor is a member or employee.
4. I have explained to the Purchaser or if the purchaser is a corporation, a person whom I know to be an officer of the corporation or a person involved in the management of its affairs:-
  - i) the effect of the Contract for the purchase of that property;
  - ii) the nature of this Certificate; and
  - iii) that the giving of this Certificate to the Vendor means that there is no "Cooling Off" Period in relation to the Contract.

DATED: .....

SIGNATURE .....

NAME OF SIGNATORY .....

ADDRESS OF SIGNATORY .....

### **SCHEDULE**

<b>PROPERTY</b>	<b>Apartment 410B, 23 Roger Street, Brookvale NSW 2100</b>
<b>VENDOR</b>	<b>Jonathon Andrew Scotland and Caitlin Lauren Scotland</b>
<b>PURCHASER</b>	

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

**If you think that any of these matters affects the property, tell your solicitor.**

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp 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.**

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* 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 an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

#### 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
  - *remittance amount* payable;
  - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**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 *servicing* 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 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 *servicing* 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 not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 *servicing* 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- 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 *Lodgement 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
  - 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>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

410B/23 ROGER ST BROOKVALE NSW 2100

## Additional Conditions to Contract for sale of Land 2018 edition

The terms of the printed Contract to which these Additional Conditions are annexed are to be read subject to the following. If there is a conflict between these Additional Conditions and the printed Contract, then these Additional Conditions will prevail. The parties agree that should any provision be held contrary to law, void or unenforceable, then such provision will be severed from this Contract and such remaining provisions shall remain in full force and effect.

### **32. Amendments to Standard Form**

The following clauses of the Law Society Standard Form pages 4 – 20 of this Contract are amended as follows;

- 32.1 Clause 1 - definition of *settlement cheque* is amended by deleting of all words following the word “bank” on line 2 of this definition;
- 32.2 Clause 3 is deleted in its entirety.
- 32.3 Clause 7.1.1 is amended by deleting the words “5% of the price” and the replacing with the words “1% of the price”;
- 32.4 Clause 16.5 is amended by the deletion of the words “plus another 20% of that fee”;

### **33. Notice to Complete**

- 33.1 If either party does not complete this Contract on or before the ‘date for completion’ then the other party is entitled at any time after the ‘date for completion’ to serve a notice to complete (“Notice”) making the date and time for completion essential. Such Notice will be for a period of not less than fourteen (14) days.
- 33.2 The Party issuing the Notice is at liberty to withdraw such Notice and re-issue another one at anytime.
- 33.3 The Party that issues the Notice is entitled to recover the fee of \$275.00 (including GST) from the other party to cover the cost for issuing such Notice.

### **34. Interest**

- 34.1 In the event that completion does not take place by the Completion Date, through no fault of the Vendor, the Purchaser must pay interest on the balance of purchase monies to the Vendor on completion at the rate of **10% per annum** from and including the Completion Date up to and including the date of completion. The parties agree that this amount is a genuine pre-estimate of the Vendor’s loss of interest for the purchase money and liability for rates and outgoings. The Vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

### **35. Present State of Repair**

- 35.1 The property is sold in its present condition and the Purchaser acknowledges that it buys the property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and in particular as to any purpose for which the property may be used.

35.2 The Vendor is not liable for any loss occasioned by mechanical breakdown of any part of the property included in the sale. The Purchaser cannot make a claim, rescind or terminate the Contract in this regard.

**36. Incapacity & Bankruptcy**

36.1 If the Vendor or Purchaser or if more than one of them die, become mentally ill or go into bankruptcy, then either party may rescind this Contract and clause 19 of the Contract will apply.

**37. Agent Warranty**

37.1 The Purchaser warrants that he has not been introduced to the Property other than by the Vendor's Agent specified on the front page of this Contract and this clause will not merge upon completion.

**38. Cooling off**

38.1 If the Purchaser requests an extension pursuant to section 66S of the Conveyancing Act 1919 and does not serve a notice pursuant to Section 66U of the Conveyancing Act 1919, for each extension granted by the Vendor the Purchaser shall pay to the Vendor of \$150.00 (inclusion of GST).

**39. Cost for Change of Date for Completion**

39.1 The Parties acknowledge that the date for completion is as set out on the front page of the Contract.

39.2 In the event the either party requests an amendment to the date for completion (the "New Settlement Date"), then such party will pay to the other party an amount of \$280.00 plus GST being compensation to the other party for additional legal costs incurred in arranging settlement to align on the New Settlement Date.

39.3 The amount referred to in clause 39.2 above is to be paid by way of adjustment on settlement.



FOLIO: 77/SP97298

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SEARCH DATE	TIME	EDITION NO	DATE
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26/8/2019	2:05 PM	2	10/8/2018

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

LAND

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LOT 77 IN STRATA PLAN 97298  
AT BROOKVALE  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

-----

JONATHON ANDREW SCOTLAND  
CAITLIN LAUREN SCOTLAND  
AS JOINT TENANTS (T AN574157)

SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97298
- 2 AK5448 PLANNING AGREEMENT PURSUANT TO SECTION 7.6  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 3 AN574158 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP97298

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/8/2019	2:06 PM	2	4/6/2019

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97298  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP97298

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 97298  
ADDRESS FOR SERVICE OF DOCUMENTS:  
23 ROGER STREET  
BROOKVALE NSW 2100

SECOND SCHEDULE (22 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G620463 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S)  
SHOWN SO BENEFITTED IN THE TITLE DIAGRAM AFFECTING THE  
PART(S) SHOWN SO BURDENED IN DP1000708
- 3 AK5448 PLANNING AGREEMENT PURSUANT TO SECTION 7.6  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 DP1213005 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B  
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 5 DP1213005 EASEMENT FOR STORMWATER DRAINAGE 1 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1213005 EASEMENT FOR STORMWATER DRAINAGE VARIABLE WIDTH  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1213005 EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 8 DP1213005 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B  
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 9 DP1213005 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- 10 AK387534 COVENANT
- 11 DP1231615 EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH  
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM
- 12 DP1231615 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 13 AM376323 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING  
CORPORATION OF SUBSTATION PREMISES SHOWN DESIGNATED  
(E) IN THE TITLE DIAGRAM. EXPIRES: 8/2/2067. OPTION OF  
RENEWAL: 25 YEARS.
- 14 AN410284 POSITIVE COVENANT
- 15 AN410285 POSITIVE COVENANT
- 16 AN410286 RESTRICTION(S) ON THE USE OF LAND
- 17 DP1241234 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 18 DP1241234 RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 19 DP1244548 EASEMENT FOR SIGNAGE 0.05 METRE(S) WIDE (LIMITED IN  
STRATUM) REFERRED TO AND NUMBERED (1) IN THE S.88B  
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 20 DP1244548 EASEMENT FOR SIGNAGE 0.05 METRE(S) WIDE (LIMITED IN  
STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B  
INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 21 AP294787 INITIAL PERIOD EXPIRED
- 22 AP294787 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97298

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 202	2	- 160	3	- 88	4	- 80
5	- 119	6	- 122	7	- 119	8	- 126
9	- 143	10	- 127	11	- 85	12	- 54
13	- 69	14	- 88	15	- 90	16	- 143
17	- 112	18	- 102	19	- 99	20	- 100
21	- 87	22	- 100	23	- 146	24	- 146
25	- 108	26	- 77	27	- 114	28	- 99
29	- 88	30	- 89	31	- 100	32	- 100
33	- 100	34	- 81	35	- 129	36	- 139
37	- 115	38	- 103	39	- 101	40	- 102
41	- 87	42	- 103	43	- 148	44	- 150

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP97298

PAGE 3

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

STRATA PLAN 97298

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
45	- 109	46	- 79	47	- 82	48	- 101
49	- 101	50	- 154	51	- 105	52	- 154
53	- 103	54	- 102	55	- 102	56	- 102
57	- 105	58	- 102	59	- 131	60	- 82
61	- 101	62	- 106	63	- 128	64	- 105
65	- 119	66	- 103	67	- 108	68	- 119
69	- 112	70	- 126	71	- 149	72	- 148
73	- 108	74	- 161	75	- 133	76	- 107
77	- 124	78	- 107	79	- 108	80	- 105
81	- 109	82	- 120	83	- 114	84	- 128
85	- 151	86	- 159	87	- 107	88	- 165
89	- 8	90	- 8				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

19/0137

PRINTED ON 26/8/2019

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

Hi Jon

Thanks for the update – so the repairs relate to your unit?

The settlement period means that is when you will receive your \$\$\$ - 42 days from the date of exchange.

If you look to buy something else – do you have access to funds for a deposit or do you need the deposit from your sale to apply to a possible new purchase?

Kind regards

Cindy

**From:** Jon Scotland <jonscotland1@gmail.com>  
**Sent:** Thursday, August 29, 2019 10:27 AM  
**To:** Cindy Lambert <Cindy@vogueconveyancing.com.au>  
**Cc:** caitlin.scotland1@gmail.com  
**Subject:** Re: Scotland Sale Property: Apartment 410B, 23 Roger Street, Brookvale

Sorry, just read your 'next steps' comment.....I'll await the full, final contract.

FYI - the developer are replacing a part of our floor and fixing one of the balcony doors however anticipate this to be complete well before we sell settle. Do we need to disclose? The floor and door still work, they are just fixing after a leak in week 1 of owning. The door they are fixing a seal.

Also, the settlement of 42 days, does this impact my ability to purchase a new house in the meantime?

On Thu, Aug 29, 2019 at 10:25 AM Jon Scotland <[jonscotland1@gmail.com](mailto:jonscotland1@gmail.com)> wrote:

Hi Cindy,

Looks good to me. What's next step - can I supply to real estate agent?

On Wed, Aug 28, 2019 at 4:44 PM Cindy Lambert <[Cindy@vogueconveyancing.com.au](mailto:Cindy@vogueconveyancing.com.au)> wrote:

[Dear Jon and Caitlin](#)

We **enclose**:-

1. Our letter of advice in respect of your obligations during the selling process.
2. The front page of the Contract. Please check the spelling of names, completion date, inclusions and exclusions (details which we have completed based on the information you provided to us).
3. Please review the Additional Conditions as drafted by our office for you protection.
4. Title search which shows you as the registered proprietor (owner) of the property.

**Next Steps**:-

1. Please advise us (by email) if you identify any errors in the draft Contract or require any changes.

Once you have approved these items we will forward the full Contract to your Agent to enable the marketing process to commence.

Kind regards

Cindy

---

**Cindy Lambert**

Principal

**Vogue Conveyancing**

t: 02 9411 6681 | e: [cindy@vogueconveyancing.com.au](mailto:cindy@vogueconveyancing.com.au)

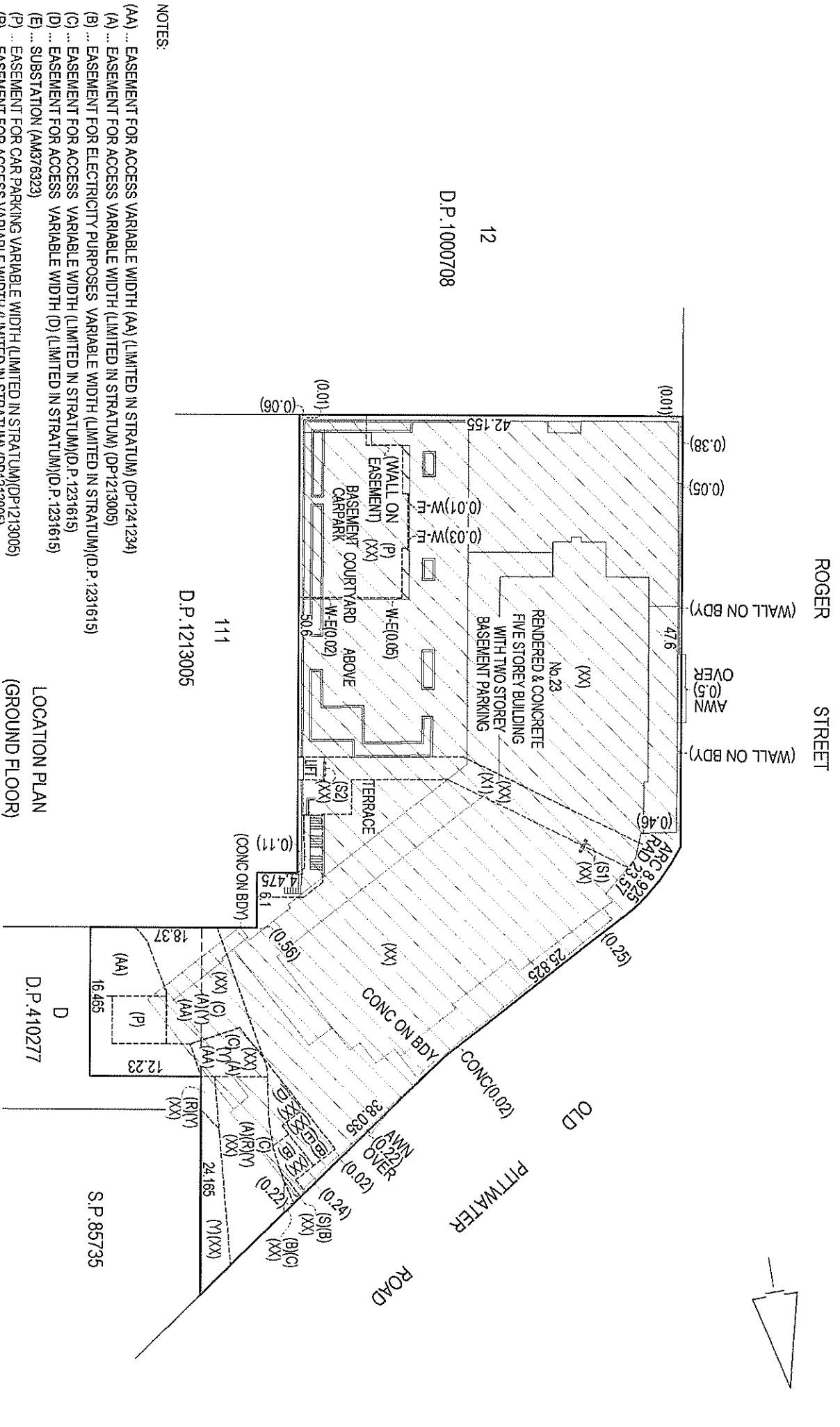
a: by appointment, 119 Willoughby Road, Crows Nest

**WARNING:** Do not act on ANY email instruction purporting to change or alter previously provided Bank Account details unless confirmed verbally (and subsequently in writing) by the conveyancer in person.

Please note the information contained in this message is confidential and is intended for the addressee only. If you receive this message in error please notify myself or the office of Vogue Conveyancing immediately.

- NOTES:
- (AA) ... EASEMENT FOR ACCESS VARIABLE WIDTH (AA) (LIMITED IN STRATUM) (DP:1241234)
  - (A) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP:1213005)
  - (B) ... EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)(D.P:1231615)
  - (C) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)(D.P:1231615)
  - (D) ... EASEMENT FOR ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM)(D.P:1231615)
  - (E) ... SUBSTATION (AM876323)
  - (P) ... EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM)(DP:1213005)
  - (R) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP:1213005)
  - (S1) ... EASEMENT FOR SIGNAGE 0.05 WIDE(S1) (LIMITED IN STRATUM) (DP:1244548)
  - (S2) ... EASEMENT FOR SIGNAGE 0.05 WIDE(S2) (LIMITED IN STRATUM) (DP:1244548)
  - (X) ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM) (DP:1213005)
  - (X1) ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X1) (LIMITED IN STRATUM) (DP:1241234)
  - (XX) ... BENEFITTED BY RIGHT OF CARRIAGEWAY (S620463)
  - (M) ... EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP:1213005)
  - W-E ... DENOTES WALL TO EASEMENT

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm														

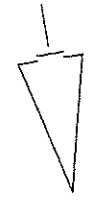


LOCATION PLAN  
(GROUND FLOOR)

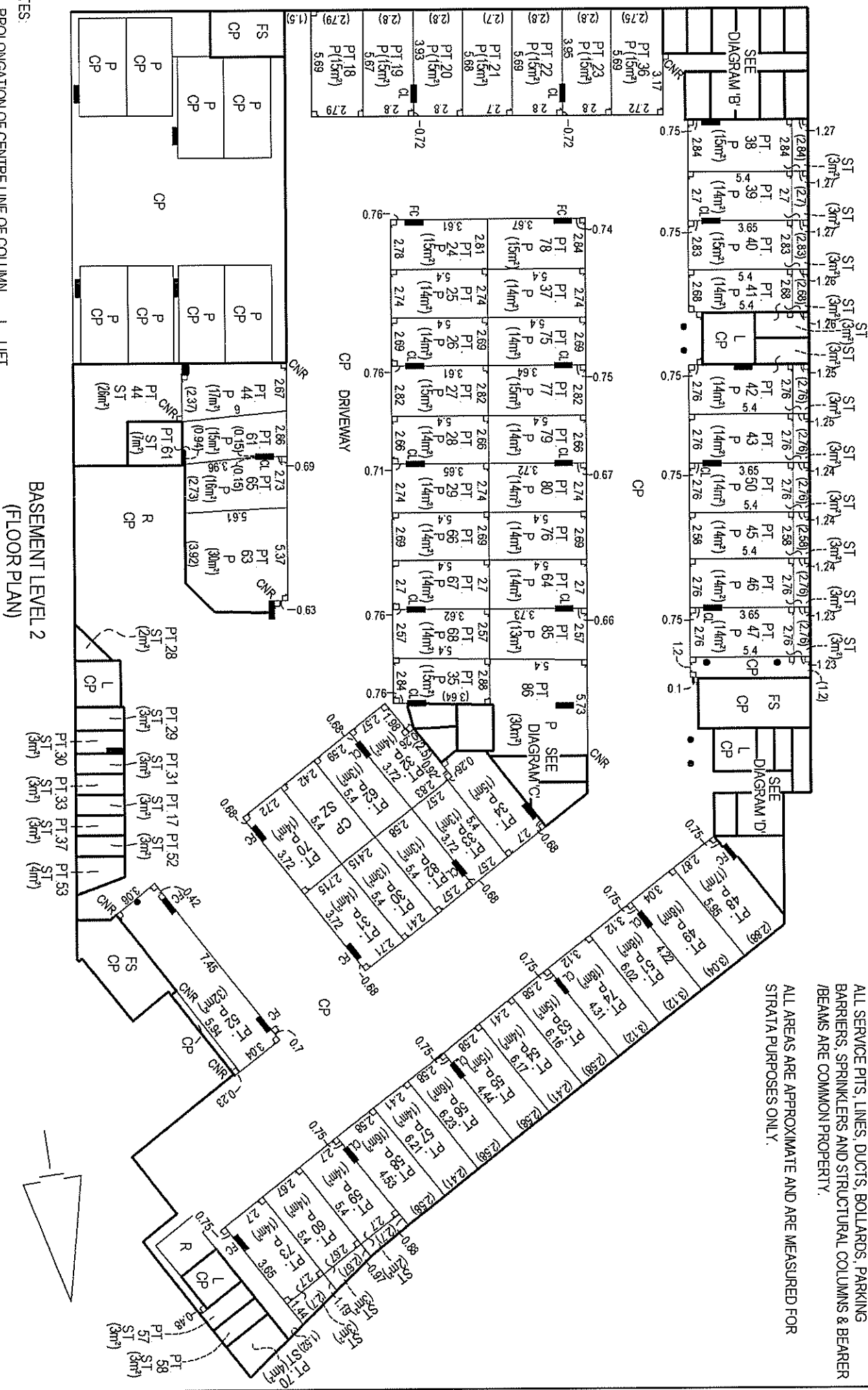
Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres: Reduction Ratio 1:400

Registered  
 24.7.2018

S.P. 85735  
 D.P. 410277



ALL SERVICE PITS, LINES, DUCTS, BOLLARDS, PARKING BARRIERS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER BEAMS ARE COMMON PROPERTY.  
ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.



BASEMENT LEVEL 2  
(FLOOR PLAN)

NOTES:

- CL... PROLONGATION OF CENTRE LINE OF COLUMN
- CNR... CORNER OF WALL
- CP... COMMON PROPERTY
- FC... PROLONGATION OF FACE OF COLUMN
- FS... FIRESTAIRS
- P... PARKING
- L... LIFT
- R... RAMP
- ST... STORAGE AREA
- SZ... SHARED ZONE
- ... BOLLARD

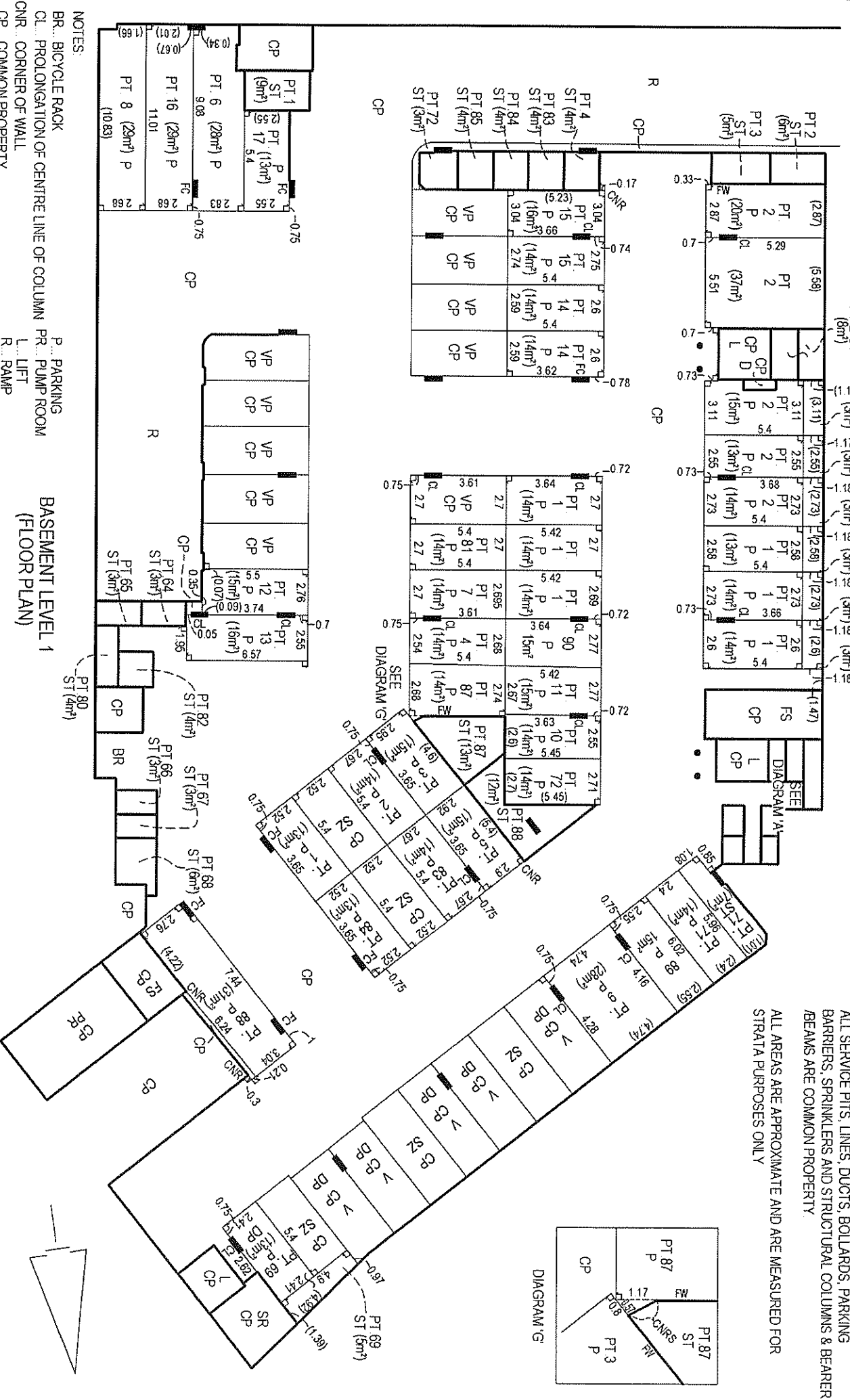
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Table of mm														

Surveyor: ADAM CERKE  
 Surveyor Ref: 157155P  
 Subdivision No: SC3143  
 Lengths are in metres: Reduction Ratio 1:200

Registered  
 24.7.2018

SP97298

ALL SERVICE PITS, LINES, DUCTS, BOLLARDS, PARKING BARRIERS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER BEAMS ARE COMMON PROPERTY.  
 ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY



- NOTES:  
 BR... BICYCLE RACK  
 CL... PROLONGATION OF CENTRE LINE OF COLUMN  
 CNR... CORNER OF WALL  
 CP... COMMON PROPERTY  
 D... DUCT  
 DP... DISABLE PARKING  
 FC... PROLONGATION OF FACE OF COLUMN  
 FS... FIRESTAIRS  
 FW... PROLONGATION OF FACE OF WALL

- P... PARKINGS  
 PR... PUMP ROOM  
 L... LIFT  
 R... RAMP  
 SR... SERVICES ROOM  
 ST... STORAGE AREA  
 SZ... SHARE ZONE  
 VP... VISITOR PARKING  
 ●... BOLLARD

BASEMENT LEVEL 1  
 (FLOOR PLAN)

Table of mm

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres: Reduction Ratio 1:200

Registered  
 24.7.2018

SP97298

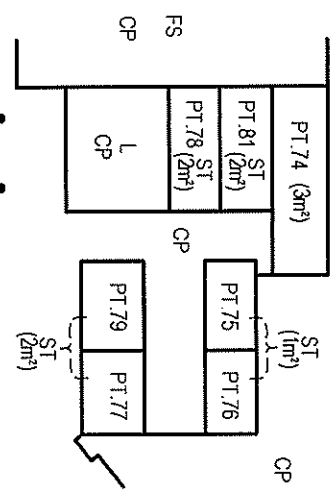


DIAGRAM 'A'

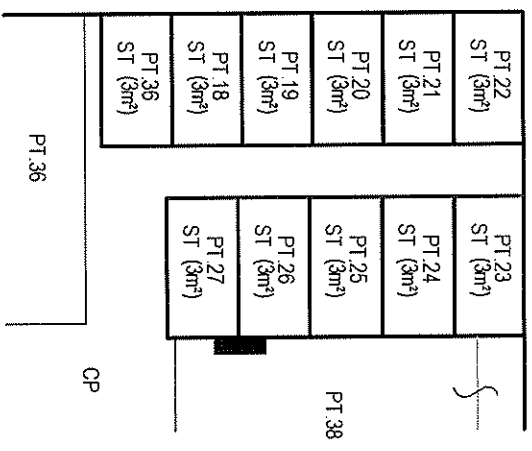


DIAGRAM 'B'

BASEMENT LEVEL 1 & 2  
(FLOOR PLAN)

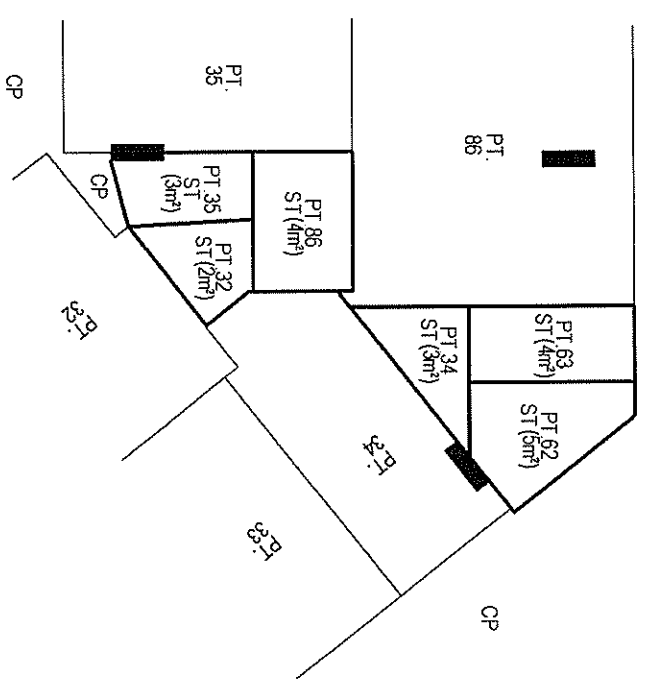


DIAGRAM 'C'

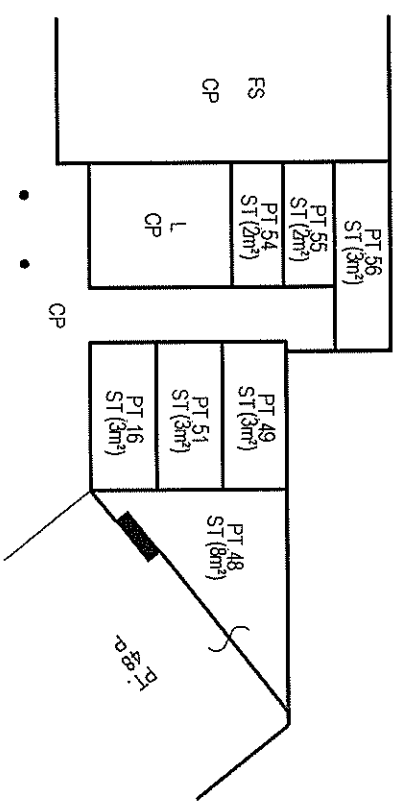


DIAGRAM 'D'

NOTES:

- CP... COMMON PROPERTY
  - FS... FIRESTAIRS
  - P... PARKING
  - L... LIFT
  - ST... STORAGE AREA
  - ... BOLLARD
- ALL SERVICE PITS, LINES, DUCTS, BOLLARDS, PARKING BARRIERS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER BEAMS ARE COMMON PROPERTY.
- ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres, Reduction Ratio 1:100

Registered  
 24.7.2018

SP97298

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Table of mm														

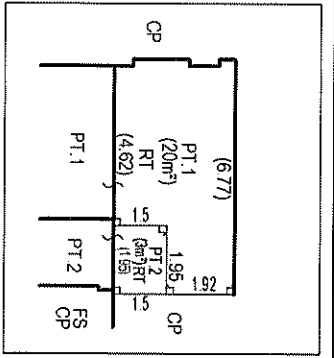
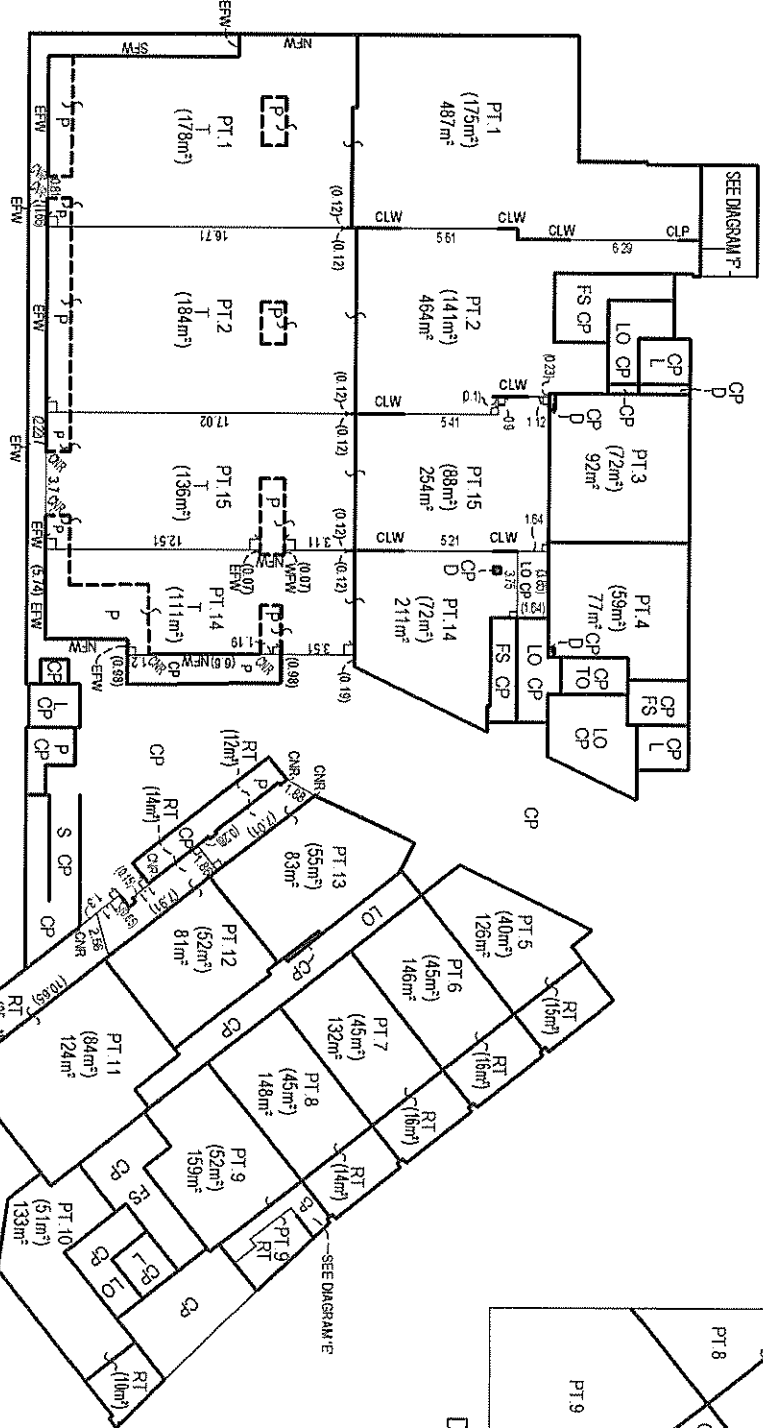


DIAGRAM 'F'  
 RR 1:150



GROUND LEVEL  
 (FLOOR PLAN)

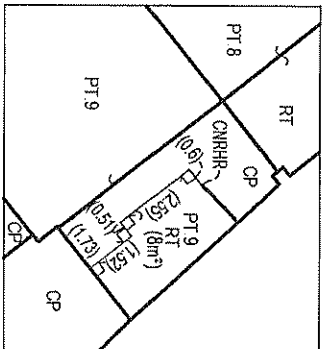


DIAGRAM 'E'  
 RR 1:150

NOTES:

- CP... COMMON PROPERTY
- CLP... CENTRELINE OF PIER
- CLW... CENTRELINE OF WALL
- CNR... CORNER OF WALL
- CNRHR... CORNER OF HAND RAIL
- D... DUCT
- EFW... EASTERN FACE OF WALL
- FS... FIRESTAIRS
- L... LIFT
- LO... LOBBY
- NPW... NORTHERN FACE OF WALL
- P... OPEN PLANTER
- RT... ROOFED TERRACE
- S... STAIRS
- SFW... SOUTHERN FACE OF WALL
- T... OPEN TERRACE
- TO... TOILET
- WFW... WESTERN FACE OF WALL

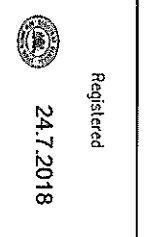
---... WALL FORMS PART OF THE LOT (DASHED THICK LINE)  
 THE STRUTUM OF THE OPEN TERRACE IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT  
 THE STRUTUM OF THE OPEN TERRACE IS LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

FENCING, SCREENS AND HANDRAILS ARE COMMON PROPERTY.  
 ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.  
 ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRAITA PURPOSES ONLY.

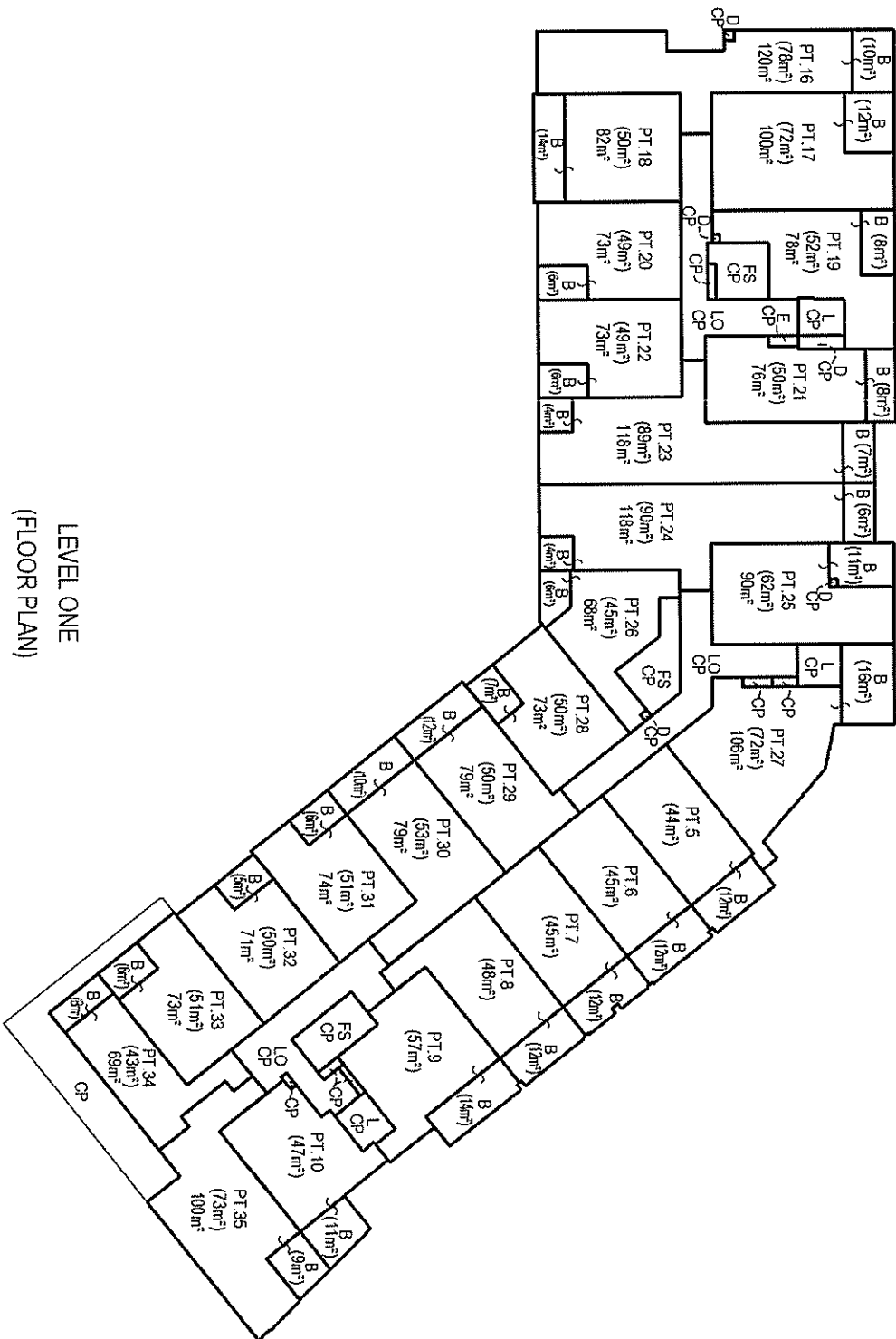


00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres, Reduction Ratio 1:300



SP97298



LEVEL ONE  
(FLOOR PLAN)

NOTES:

- B... ROOFED BALCONY
- CP... COMMON PROPERTY
- D... DUCT
- E... ELECTRICAL CUPBOARD
- FS... FIRESTAIRS
- L... LIFT
- LO... LOBBY

SCREENS AND HANDRAILS ARE COMMON PROPERTY.

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER BEAMS ARE COMMON PROPERTY.

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

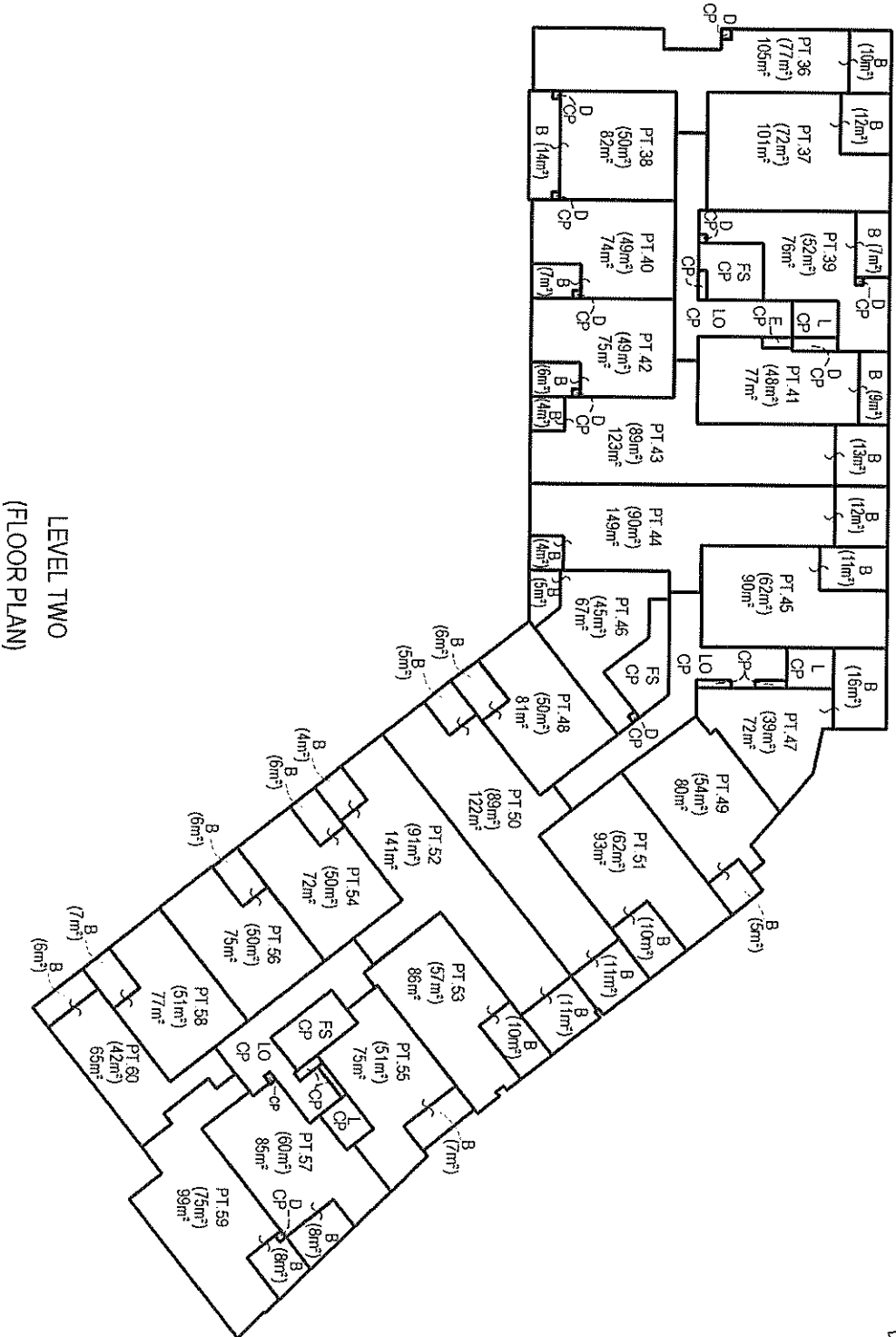
00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres.Reduction Ratio 1:300

Registered  
 24.7.2018

SP97298



LEVEL TWO  
(FLOOR PLAN)

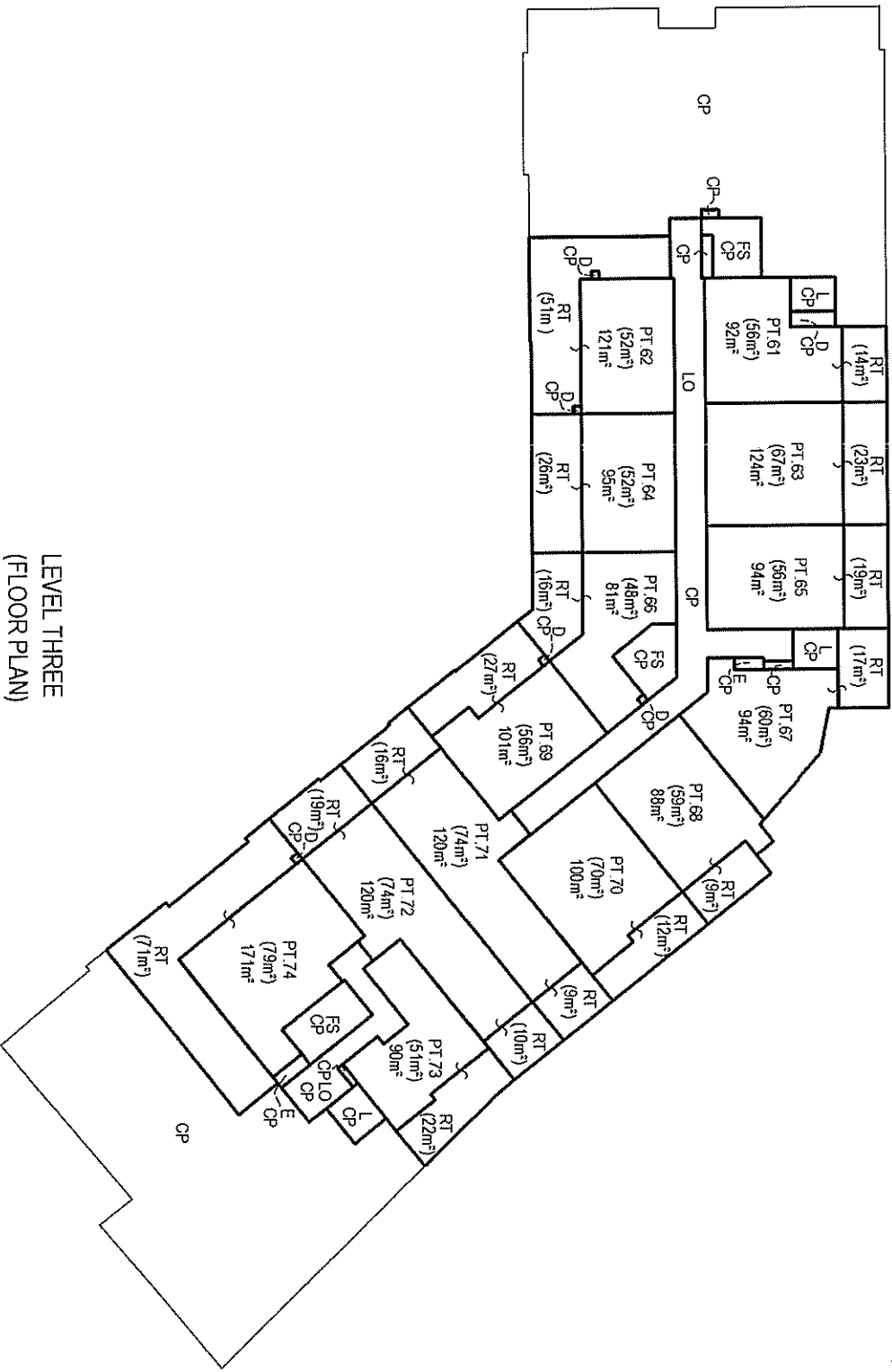
- NOTES:
- B. ROOFED BALCONY
  - CP. COMMON PROPERTY
  - D. DUCT
  - E. ELECTRICAL CUPBOARD
  - FS. FIRESTAIRS
  - L. LIFT
  - LO. LOBBY
- SCREENS AND HANDRAILS ARE COMMON PROPERTY.
- ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.
- ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

00	10	20	30	40	50	Table of mm	60	70	80	90	100	110	120	130	140
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Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres, Reduction Ratio 1:300

Registered  
 24.7.2018

SP97298



LEVEL THREE  
(FLOOR PLAN)

- NOTES:
- CP... COMMON PROPERTY
  - D... DUCT
  - E... ELECTRICAL CUPBOARD
  - FS... FIRESTAIRS
  - L... LIFT
  - LO... LOBBY
  - RT... ROOFED TERRACE

SCREENS AND HANDRAILS ARE COMMON PROPERTY.

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.

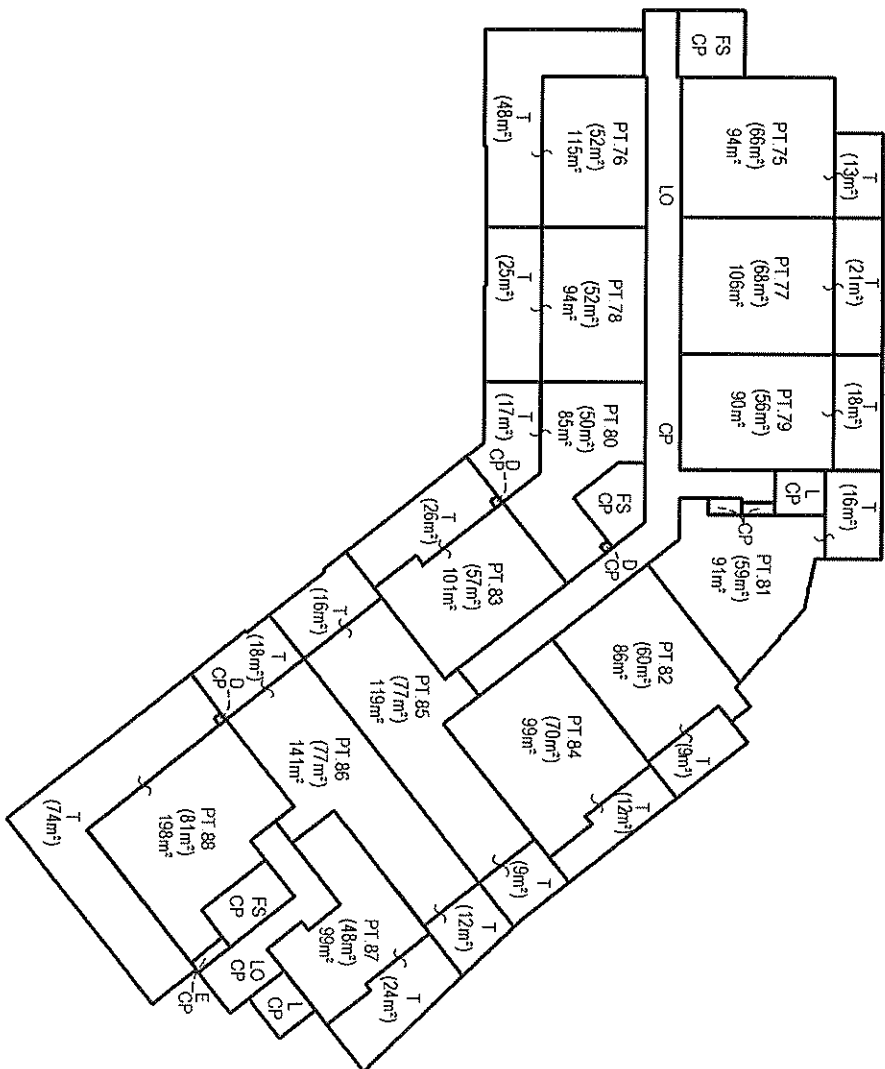
ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

90	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres/Reduction Ratio 1:300

Registered  
 24.7.2018

SP97298



LEVEL FOUR  
 (FLOOR PLAN)

THE STRATIUM OF THE OPEN TERRACE IS LIMITED IN HEIGHT TO 27 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

SCREENS AND HANDRAILS ARE COMMON PROPERTY.

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER /BEAMS ARE COMMON PROPERTY.

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.


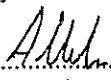
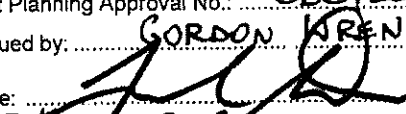
- NOTES:
- CP... COMMON PROPERTY
  - D... DUCT
  - E... ELECTRICAL CUPBOARD
  - FS... FIRESTAIRS
  - L... LIFT
  - LO... LOBBY
  - T... OPEN TERRACE

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm														


Surveyor: ADAM CLERKE  
 Surveyor Ref: 15715SP  
 Subdivision No: SC3143  
 Lengths are in metres.Reduction Ratio 1:300

Registered  
 24.7.2018

SP97298

SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  24.7.2018	<b>SP97298</b>	
<b>PLAN OF SUBDIVISION OF LOT 1 IN D.P.1241234</b>	LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland	
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents  <b>23 Roger Street, Brookvale. NSW. 2100.</b>  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A*B Smoke penetration: Option *A*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I ..Adam Clerke ..... of ..Adam Clerke Surveyors Pty Ltd ..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> I ..... <b>GORDON WREN</b> ..... being an Accredited Certifier, accreditation number <b>BBB0447</b> certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ <b>89 &amp; 90</b> will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> .	
Signature:  Date: <b>29/4/2018</b> Surveyor ID: 8490 Surveyor's Reference: 15715SP ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Certificate Reference: <b>SC 3143</b> Relevant Planning Approval No.: <b>CDC/226</b> issued by: <b>GORDON WREN</b> Signature:  Date: <b>3/4 MAY 2018</b> ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07 STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only Office Use Only  
 Registered:  24.7.2018 **SP97298**

**VALUER'S CERTIFICATE**

I, Paul Michael Woodbury, FAPI, Membership No 68091 of woodburyAU Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: PM Woodbury Date 27 April 2018

**SCHEDULE OF UNIT ENTITLEMENT**

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	202	31	100	61	101
2	160	32	100	62	106
3	88	33	100	63	128
4	80	34	81	64	105
5	119	35	129	65	119
6	122	36	139	66	103
7	119	37	115	67	108
8	126	38	103	68	119
9	143	39	101	69	112
10	127	40	102	70	126
11	85	41	87	71	149
12	54	42	103	72	148
13	69	43	148	73	108
14	88	44	150	74	161
15	90	45	109	75	133
16	143	46	79	76	107
17	112	47	82	77	124
18	102	48	101	78	107
19	99	49	101	79	108
20	100	50	154	80	105
21	87	51	105	81	109
22	100	52	154	82	120
23	146	53	103	83	114
24	146	54	102	84	128
25	108	55	102	85	151
26	77	56	102	86	159
27	114	57	105	87	107
28	99	58	102	88	165
29	88	59	131	89	8
30	89	60	82	90	8
				<b>AGGREGATE</b>	<b>10000</b>

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheet(s)
Registered:  24.7.2018	<b>SP97298</b>	


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

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

**STREET ADDRESS SCHEDULE**

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		23	Roger	Street	Brookvale	46	206B	23	Roger	Street	Brookvale
1	G01	23	Roger	Street	Brookvale	47	201B	23	Roger	Street	Brookvale
2	G02	23	Roger	Street	Brookvale	48	205B	23	Roger	Street	Brookvale
3	G03	23	Roger	Street	Brookvale	49	202B	23	Roger	Street	Brookvale
4	G04	23	Roger	Street	Brookvale	50	204B	23	Roger	Street	Brookvale
5	G05	23	Roger	Street	Brookvale	51	203B	23	Roger	Street	Brookvale
6	G06	23	Roger	Street	Brookvale	52	207C	23	Roger	Street	Brookvale
7	G07	23	Roger	Street	Brookvale	53	208C	23	Roger	Street	Brookvale
8	G08	23	Roger	Street	Brookvale	54	206C	23	Roger	Street	Brookvale
9	G09	23	Roger	Street	Brookvale	55	209C	23	Roger	Street	Brookvale
10	G10	23	Roger	Street	Brookvale	56	205C	23	Roger	Street	Brookvale
11	G11	23	Roger	Street	Brookvale	57	201C	23	Roger	Street	Brookvale
12	G12	23	Roger	Street	Brookvale	58	204C	23	Roger	Street	Brookvale
13	G13	23	Roger	Street	Brookvale	59	202C	23	Roger	Street	Brookvale
14	G14	23	Roger	Street	Brookvale	60	203C	23	Roger	Street	Brookvale
15	G15	23	Roger	Street	Brookvale	61	309B	23	Roger	Street	Brookvale
16	106A	23	Roger	Street	Brookvale	62	308B	23	Roger	Street	Brookvale
17	107A	23	Roger	Street	Brookvale	63	310B	23	Roger	Street	Brookvale
18	105A	23	Roger	Street	Brookvale	64	307B	23	Roger	Street	Brookvale
19	108A	23	Roger	Street	Brookvale	65	311B	23	Roger	Street	Brookvale
20	104A	23	Roger	Street	Brookvale	66	306B	23	Roger	Street	Brookvale
21	101A	23	Roger	Street	Brookvale	67	301B	23	Roger	Street	Brookvale
22	103A	23	Roger	Street	Brookvale	68	302B	23	Roger	Street	Brookvale
23	102A	23	Roger	Street	Brookvale	69	305B	23	Roger	Street	Brookvale
24	105B	23	Roger	Street	Brookvale	70	303B	23	Roger	Street	Brookvale
25	106B	23	Roger	Street	Brookvale	71	304B	23	Roger	Street	Brookvale
26	104B	23	Roger	Street	Brookvale	72	302C	23	Roger	Street	Brookvale
27	101B	23	Roger	Street	Brookvale	73	303C	23	Roger	Street	Brookvale
28	103B	23	Roger	Street	Brookvale	74	301C	23	Roger	Street	Brookvale
29	102B	23	Roger	Street	Brookvale	75	409B	23	Roger	Street	Brookvale
30	106C	23	Roger	Street	Brookvale	76	408B	23	Roger	Street	Brookvale
31	105C	23	Roger	Street	Brookvale	77	410B	23	Roger	Street	Brookvale
32	104C	23	Roger	Street	Brookvale	78	407B	23	Roger	Street	Brookvale
33	103C	23	Roger	Street	Brookvale	79	411B	23	Roger	Street	Brookvale
34	102C	23	Roger	Street	Brookvale	80	406B	23	Roger	Street	Brookvale
35	101C	23	Roger	Street	Brookvale	81	401B	23	Roger	Street	Brookvale
36	206A	23	Roger	Street	Brookvale	82	402B	23	Roger	Street	Brookvale
37	207B	23	Roger	Street	Brookvale	83	405B	23	Roger	Street	Brookvale
38	205A	23	Roger	Street	Brookvale	84	403B	23	Roger	Street	Brookvale
39	208A	23	Roger	Street	Brookvale	85	404B	23	Roger	Street	Brookvale
40	204A	23	Roger	Street	Brookvale	86	402C	23	Roger	Street	Brookvale
41	201A	23	Roger	Street	Brookvale	87	403C	23	Roger	Street	Brookvale
42	203A	23	Roger	Street	Brookvale	88	401C	23	Roger	Street	Brookvale
43	202A	23	Roger	Street	Brookvale	89	NA	23	Roger	Street	Brookvale
44	207B	23	Roger	Street	Brookvale	90	NA	23	Roger	Street	Brookvale
45	208B	23	Roger	Street	Brookvale						

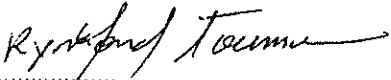
SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheet(s)
-------------------------	---	-----------------------

Office Use Only Registered:  24.7.2018	Office Use Only <h1 style="margin: 0;">SP97298</h1>
--	--

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

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

Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:

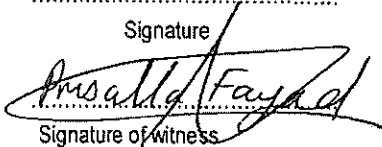
Raymond Touma 

Name of Sole Director/Secretary

PRISCILLA FAYAD

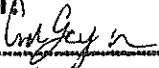
Name and address of witness  
 25 NELSON POE HUNTERS HILL 2110

Signature



Signature of witness

**SIGNED SEALED AND DELIVERED** ) By executing this document the attorney  
 for and on behalf of ST.GEORGE ) states that they have received no notice  
 BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
 BANKING CORPORATION ABN 33 )  
 007 0457 141 by its attorney under power )  
 of attorney dated 17 January 2001 )  
 registration No. 332 Book 4299 in the )  
 Presence of A)

  
 \_\_\_\_\_  
 Witness (signature)

ATTORNEY

Name: JOHN CHEAM

Tier: 3

Date: 8/6/2018

CHRIS VAN DE GEYN  
 Name of Witness (Print)

ADDRESS OF WITNESS -  
 LEVEL 25, T2, 200 BARANGAROO AVE, SYDNEY. 2000

Surveyor's Reference: 15715SP





R.P. 156 No. 620463 NOV 22 1956

FEES -  
Lodgment 2:00  
Endorsement 5:00  
Certificate 1:00  
Stamp Duty 1:10  
Total 9:10  
27.11.56

New South Wales  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

**I, HOTEL BROOKVALE PTY. LIMITED**

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 **FIFTY POUNDS**

(£ 50. ) (the receipt whereof is hereby acknowledged) paid to it by **WILLIAM JAMES THOMSON and ALEXANDER DUGALD THOMSON, both of "Highlands," Condamine Street, North Manly, Golf Professionals**

do hereby transfer to the said transferee **Sister tenants in common in equal shares** ALL such its Estate and Interest in ALL the land mentioned in the schedule following:

County	Parish	Reference to Title, (d) -			Description of Land (if part only). (e)
		Whole or Part	Vol.	Folio	
CUMBERLAND	MANLY COVE	PART	884	164	AND BEING Lot B in the Plan annexed hereto marked with the Letter "X".

And the transferee covenants with the transferor Reserving unto the Transferor as appurtenant to the residue of the land in the above Certificate of Title and also as appurtenant to the lands in Certificates of Title Volume 1464 Folio 120 and Volume 6788 Folio 229 a Right-of-Carriage-way over the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO.

Signed at Manly the 10<sup>th</sup> day of Sept 1956

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME  
James F.P.

Signed

In the presence of:  
H. McLaughlin  
Secretary

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME  
W. Thomson

W. Thomson  
A. Thomson  
Transferee(s).

(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.  
If a less estate, strike out "in fee simple" and interline the required alteration.  
Full postal address of transferee must be shown.  
If two or more, state whether "as joint tenants" or "as tenants in common."  
If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.P.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.  
If part only of the land comprised in a Certificate of Title is to be transferred add "and being lot, sec. D.R." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol."  
Where the consent of the local council is required to a subdivision of the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.  
Strike out if unnecessary, or suitably adjust:  
(i) if any easements are to be created or any exceptions to be made.  
(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, 1919-1954.  
A very short note will suffice.  
Execution in New South Wales may be proved if this instrument is 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 Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who, having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.  
Repeat attestation if necessary.  
If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

NOT TO BE ALTERED BY ERASURE - See Foot Note.

G60 7957 ChB 15/11

Now being land comprised in Certificate of Title 7458 Folio 93.

PLAN REFERRED TO  
PLAN NUMBER 2511  
40276

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.  
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.  
St 437—W K 1195 A. H. GUYTON, GOVERNMENT PRINTER.

G 620463

JOHN H. YELDHAM & SPAIN,  
 SOLICITORS,  
 137 PACIFIC HIGHWAY,  
 MADGEDBY N.S.W.

No. ....

CONSENT OF MORTGAGEE!

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

TOOTH & CO. LIMITED being the Mortgagee under Memorandum of Mortgage No. G180031 and Encumbrance under Memoranda of Encumbrance No. G180030 and G180029

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, and encumbrances.

This consent 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 Sydney this 16th day of August 1956.

Signed in my presence by THE COMMON SEAL of TOOTH & CO. LIMITED was affixed hereto by order of the Board of Directors present at a meeting of the Board of Directors of the said Company in our presence: who is personally known to me.

*R. J. Davis*  
*Frank Hill*  
 Directors Mortgagee, and Encumbrancee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 Signed in the presence of

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

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

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 is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER <i>Reversing a Right of Haberge Way</i>
Checked by <i>D. M.</i>	Particulars entered in Register Book, Volume <i>884 884</i> Folio <i>164 164</i> <i>1788 120 229 120</i> <i>1464 120 120</i> <i>1458 209 93</i> <i>1458 193</i>
Passed (in S.D.B.) by <i>H.</i>	the <i>22nd</i> day of <i>December</i> 19 <i>56</i> at
Signed by <i>J. J. Davis</i>	<i>45</i> minutes past <i>2</i> o'clock in the <i>after</i> noon. Registrar-General

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1	4
2	5
3	6
	Received Docs. Nos. Receiving Clerk.

FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
it to Survey Branch		
received from Records		
draft written	<i>R. J. D.</i>	<i>21/50</i>
draft examined	<i>R. J. D.</i>	<i>21/60</i>
draft prepared	<i>R. J. D.</i>	<i>21/60</i>
draft examined	<i>R. J. D.</i>	<i>21/60</i>
draft forwarded	<i>R. J. D.</i>	<i>21/60</i>
pt. of Engrossers	<i>R. J. D.</i>	<i>21/60</i>
acceleration Clerk	<i>R. J. D.</i>	<i>21/60</i>
VOL. <i>7838</i> FOL. <i>241</i>		

EXTRA FEES  
*15/*  
*26/10/56*  
*15/*

26/10/56 (T.M.C.)  
*15/*

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident—  
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.  
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons who should sign and affix his seal to such declaration, or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.  
 Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

WARRINGAH SHIRE COUNCIL

**Certificate of New Road or Subdivision**

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 37421

COUNCIL CHAMBERS,  
BROOKVALE,

21st Dec 1955

APPLICANT

(Name) M. D. Macken

(Address) 18 Bellamy Street,  
Pennant Hills

OWNER

(Name) Hotel Brookvale

(Address) .....

NEW ROAD (Particulars)

Nil

SUBDIVISION (Particulars)

Lot 23 Dec 4, D.O. 1521, Rogers  
Street, Brookvale, into 2 lots  
marked A & B on the approved  
plan.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the  
requirement for the registration of plans) have been complied with by the above-named applicant  
in relation to the proposed subdivision above described and  
(Insert New Road or Subdivision)  
particularly set out in the accompanying plan bearing the Council's seal and  
by Council, Covered by Council Clerk's Certificate No. 37421

PLAN FORM 2  
SIGNATURE AND SEALS ONLY

*Handwritten signatures and notes:*  
K. Williams, Director  
K. Williams, Director  
K. Williams, Director



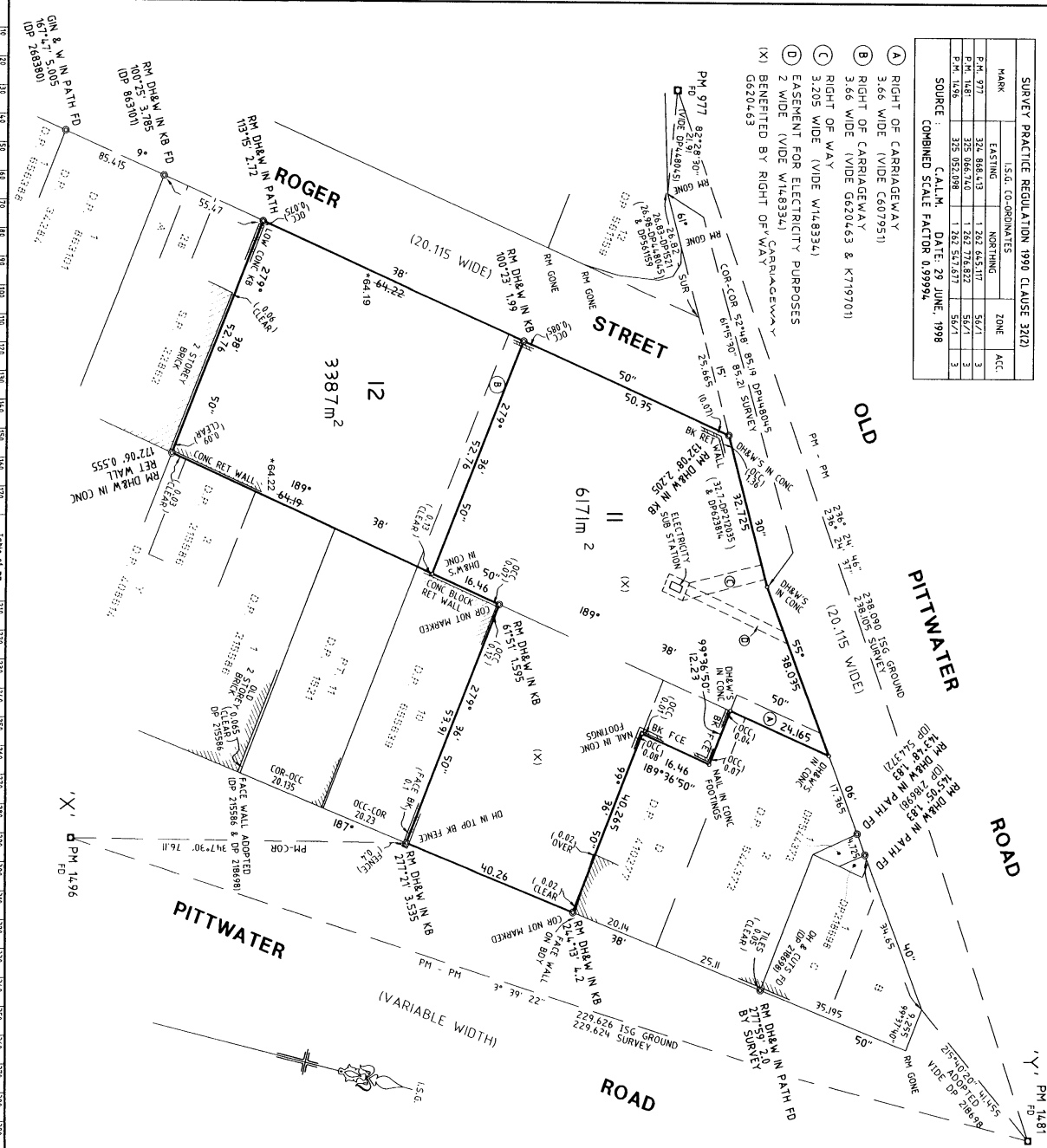
**ANGIOLO BRIGANTI**  
REGIONAL EXECUTIVE  
17/21/23 BRIDGE STREET, SYDNEY  
NSW 2000  
Phone: (02) 9221 1111  
Fax: (02) 9221 1112  
Email: a.briganti@infotrack.nsw.gov.au

City of Warringah  
Council  
City of Warringah  
City of Warringah

City of Warringah  
City of Warringah  
City of Warringah

**Council's Certificate**  
I hereby certify that -  
(a) The information contained in the Local Government Act 1993 (LGA) Form 100755-3-055 is true and correct.  
(b) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(c) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(d) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(e) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(f) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(g) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(h) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(i) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(j) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(k) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(l) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(m) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(n) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(o) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(p) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(q) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(r) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(s) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(t) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(u) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(v) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(w) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(x) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(y) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.  
(z) The requirements of Part 3 Division 2 of the Water Board (Consolidation) Act 1988 (WBA) are satisfied.

URVEYOR'S REFERENCE: 26148P/1/2 CHECKLIST



SURVEY PRACTICE REGULATION 1990 (CLAUSE 32(2))			
MARK	E.A.S.G. CO-ORDINATES	ZONE	ACC.
P.M. 977	324 868.419	1 724 645.117	50/1 3
P.M. 1487	325 066.710	1 724 776.822	50/1 3
P.M. 1426	325 052.008	1 724 521.877	50/1 3

SOURCE: CALM, DATE: 29 JUNE 1998  
COMBINED SCALE FACTOR 0.99994

Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**DP1000708**

Registered: 23-4-1999  
C.A.: NO 10201 OF 15 4 99  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: U1860-63  
Last Plan: D.P. 622814

**PLAN OF SUBDIVISION OF LOT 1 D.P. 622814**

LGA: WARRINGAH  
Locality: BROOKVALE  
Parish: MANLY COVE  
County: CUMBERLAND

This is sheet 1 of the plan.

PHILIP ALBERT ALLEN, REGISTRAR  
17/21/23 BRIDGE STREET, SYDNEY  
NSW 2000  
Phone: (02) 9221 1111  
Fax: (02) 9221 1112  
Email: p.albert@infotrack.nsw.gov.au

Original: *Handwritten signature*  
Date: 15/1/2007

Plans used in preparation of survey/completion:  
D.P. 1521, D.P. 40215, D.P. 863101  
D.P. 1521, D.P. 40215, D.P. 863101  
D.P. 21035, D.P. 44845, D.P. 988910  
D.P. 21556, D.P. 44845, W2-2650  
D.P. 208980, D.P. 261151, SP-2888  
D.P. 36310, D.P. 622814

PANEL FOR USE ONLY for statements of conditions to dedicate public roads or easements or for other purposes or for other restrictions on the use of land or positive covenants.

Sorry, just read your 'next steps' comment.....I'll await the full, final contract.

FYI - the developer are replacing a part of our floor and fixing one of the balcony doors however anticipate this to be complete well before we sell settle. Do we need to disclose? The floor and door still work, they are just fixing after a leak in week 1 of owning. The door they are fixing a seal.

Also, the settlement of 42 days, does this impact my ability to purchase a new house in the meantime?

On Thu, Aug 29, 2019 at 10:25 AM Jon Scotland <[jonscotland1@gmail.com](mailto:jonscotland1@gmail.com)> wrote:  
Hi Cindy,

Looks good to me. What's next step - can I supply to real estate agent?

On Wed, Aug 28, 2019 at 4:44 PM Cindy Lambert <[Cindy@vogueconveyancing.com.au](mailto:Cindy@vogueconveyancing.com.au)> wrote:

[Dear Jon and Caitlin](#)

We **enclose**:-

1. Our letter of advice in respect of your obligations during the selling process.
2. The front page of the Contract. Please check the spelling of names, completion date, inclusions and exclusions (details which we have completed based on the information you provided to us).
3. Please review the Additional Conditions as drafted by our office for you protection.
4. Title search which shows you as the registered proprietor (owner) of the property.

**Next Steps**:-

1. Please advise us (by email) if you identify any errors in the draft Contract or require any changes.

Once you have approved these items we will forward the full Contract to your Agent to enable the marketing process to commence.

Kind regards

Cindy

---

**Cindy Lambert**

Principal

**Vogue Conveyancing**

t: 02 9411 6681 | e: [cindy@vogueconveyancing.com.au](mailto:cindy@vogueconveyancing.com.au)

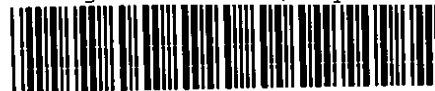
a: by appointment, 119 Willoughby Road, Crows Nest

**WARNING: Do not act on ANY email instruction purporting to change or alter previously provided Bank Account details unless confirmed verbally (and subsequently in writing) by the conveyancer in person.**

Please note the information contained in this message is confidential and is intended for the addressee only. If you receive this message in error please notify myself or the office of Vogue Conveyancing immediately.

Form: 11R  
Release: 4-1

**REQUEST**  
New South Wales  
Real Property Act 1900



**AK5448Y**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg by this form for the establishment and maintenance of the Real Property Act Register. Section 30B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY**  If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** 11/1000708

(C) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(D) **LODGED BY**

Document Collection Box <b>28A</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>LLPN: SAI GLOBAL Property</b> <b>124247U</b> DX 885 SYDNEY 02 9210 0700	CODE <b>R</b>
Reference: <b>51536618 EDVEM</b>		

(E) **APPLICANT**  
PROWL PTY LIMITED (ACN 083 739 851)

(F) **NATURE OF REQUEST**  
REGISTRATION OF VOLUNTARY PLANNING AGREEMENT PURSUANT TO S.93H OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

(G) **TEXT OF REQUEST**

REGISTRATON OF VOLUNTARY PLANNING AGREEMENT PURSUANT TO S.93H OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 AS ANNEXED HERETO AND MARKED WITH THE LETTER "A".

**DATE**

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

Company: PROWL PTY LIMITED (ACN 083 739 851)  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:  Signature of authorised person:

Name of authorised person: **Richard Charles Kelly** Name of authorised person:  
Office held: **Director & Secretary** Office held:

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant \_\_\_\_\_ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No.  Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

CT produced by 124 E on 12/11/2015

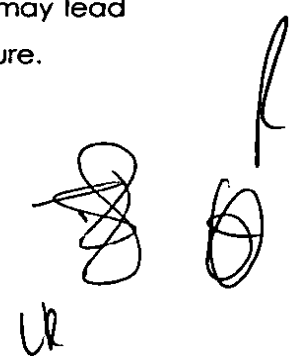
THIS Deed of Agreement is made the 7 day of July <sup>2015</sup>~~2014~~ between the following Parties:

**PARTIES**

1. **Warringah Council** of 725 Pittwater Road, Dee Why, New South Wales ("Council")
2. **Kelly Trust No. 3 Pty Ltd** of 268 Anzac Parade, Kensington, New South Wales ("the Developer")

**Background**

- A. In October 2014 the Developer lodged the Current Development Application for Development Consent to carry out the Development on the Land.
- B. The Current Development Application was accompanied by an offer by the Developer to enter in to this Deed to provide the material public benefit if that Development Consent was granted.
- C. The Land currently has the benefit of the Existing Development Consent. The Existing Development Consent approves a form of development that exceeds the height controls in the LEP on that part of the Land that fronts Roger Street and Old Pittwater Road.
- D. The Development Application seeks approval for an additional storey of residential development on that part of the site fronting Roger Street and Old Pittwater Road over and above that which is approved by the Existing Development Consent but does not seek any additional height on that part of the Land fronting Pittwater Road, generally occupied by the Brookvale Hotel.
- E. The Development Application includes provision of the Pedestrian Link.
- F. Council is considering the preparation of a Master Plan for the Brookvale Town Centre, within which the Land is located, which Master Plan may lead to revised development controls for the Land at some time in the future.



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- G. Council is prepared to consider allowing additional height on the Roger Street and Old Pittwater Road portion of the site, albeit with a commensurate restriction in the height of any future development in the location of the Brookvale Hotel on the Land unless and until the Master Plan is prepared and put into effect by way of a new or amending Local Environmental Plan applying to the Land.
- H. The Applicant is prepared to provide an easement in favour of the Council for use of the Pedestrian Link by members of the general public.
- I. In entering into this Agreement the Council does not intend to fetter its discretion with respect to the Current Development Application and will undertake a full assessment of the Current Development Application in accordance with the provisions of the Act, the LEP and the DCP.

**THIS DEED WITNESSES**

**1. Planning Agreement Under the Act**

The Parties agree this Deed is a Planning Agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

**2. Application of this Deed**

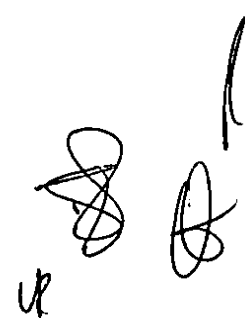
The Planning Agreement constituted by this Deed applies to:

- 2.1 The Land; and
- 2.2 The Development.

**3. Operation of this Deed**

- 3.1 Until this Deed operates, this document constitutes the Developer's irrevocable offer to enter into the Deed if Development Consent is granted to the Current Development Application.
- 3.2 This Deed only operates if Development Consent is granted to the Current Development Application.

**4. Definitions and Interpretations**



4.1 In this Deed the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act 1979*.

**Current Development Application** means the Development Application for the Development lodged with Council in October 2014.

**Dealing**, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering, or otherwise dealing with the Land but does not include the registration of a plan of subdivision relating to the Land.

**Developer** means the Kelly Trust No. 3 Pty Ltd, or its servants, successors, agents or assigns.

**Development** means:

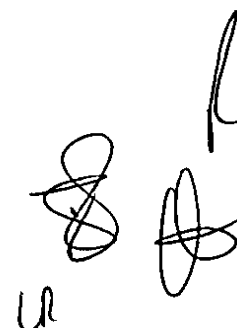
- (a) A 5 storey shop top housing building comprising 6 offices suites, 3 ground floor retail units, 6 work/live retail/residential units and 73 residential units with 2 levels of underground carparking; and
- (b) Alterations and additions to the existing Brookvale Hotel including provision of on site parking for 40 cars, 32 of which spaces are for the Hotel and 8 spaces to be provided to the shop top housing component by way of easement; and
- (c) The Pedestrian Link.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of cost and/or the provision of a material public benefit.

**DCP** means Warringah Development Control Plan 2011.

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**Environmental Planning Instrument** has the same meaning as in the Act.

**Existing Development Consent** means the Development Consent granted by the Land and Environment Court in proceedings 11106 of 2011, *Kelly Trust No. 3 Pty Ltd v Warringah Council*, by order dated 8 June 2012.

**GST** has the same meaning as in the GST Law.

**GST Law** has the meaning given to that term *In a New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any other Act or Regulation relating to the imposition or administration of the GST.

**Land** means Lot 11 in Deposited Plan 1000708, commonly known as 511-513 Pittwater Road, Brookvale, New South Wales 2100, or any lot or lots created by subdivision of that lot.

**LEP** means Warringah Local Environmental Plan 2011.

**Material Public Benefit** means the material public benefit described in Schedule 3 to this Deed.

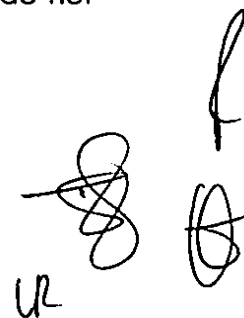
**Party** means a Party to this Deed including its successors and assigns.

**Pedestrian Link** means the Pedestrian Link generally following the northern boundary of the Land connecting the northern most portion of the site fronting Pittwater Road with the northern most portion of the site fronting Old Pittwater Road as depicted in the plans accompanying the Current Development Application.

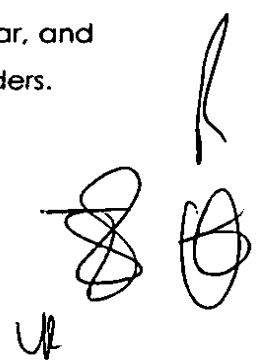
**Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

4.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires.

- (a) Headings are inserted for convenience only and do not effect the interpretation of this Deed.

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- (b) A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- (e) A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment, or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or Government Agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

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- (k) References to the word "include" or "including" are to be construed without limitation.
- (l) A reference to this Deed includes the agreement recorded in this Deed.
- (m) A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, and the Parties successors and assigns.
- (n) Any Schedules and attachments form part of this Deed.

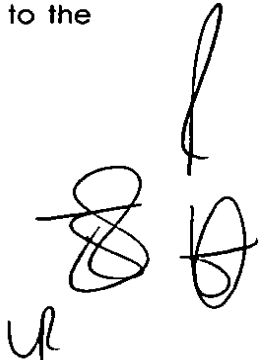
4.3 In the interpretation of this Deed terms defined in the Act or the LEP have the same meaning as in these instruments unless elsewhere defined in this Deed.

**5. Development Contributions to be Made Under this Deed**

The Parties agree that:

- 5.1 The Developer will provide the Material Public Benefit set out in Schedule 1 and as provided in this Deed.
- 5.2 The Developer agrees to register an easement over the Pedestrian Link in favour of Council permitting pedestrian access through the Land between the hours of 7am and 10pm. That easement shall be registered on title prior to the issue of any occupation certificate for the Development for which approval is sought.
- 5.3 The Developer acknowledges the additional height sought on the shop top housing component of the site by the Current Development Application. The Developer agrees to make no Development Application in respect of the Land that would, if approved, result in any building or buildings being constructed on or immediately above that portion of the Brookvale Hotel building proposed to be retained by the Development Application. This obligation shall cease on the coming into force of any change to the planning controls applicable to the Land.

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**6. Application of Section 94 and Section 94A of the Act to the Development**

- 6.1 The application of Section 94 or 94A of the Act to the proposed Development is not excluded.
- 6.2 Development Contributions under this Deed are not to be taken into consideration in determining a development contribution under section 94 or section 94A of the Act.

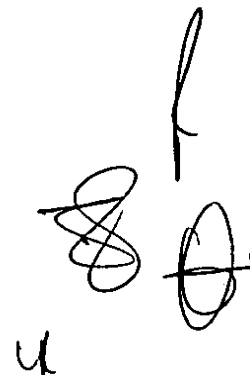
**7. Registration of this Deed**

This Deed is not required to be registered.

**8. Assignment and Dealings**

The Developer shall not sell, transfer, assign or novate or similarly deal with ("Dealing") their right, title or interest in the Land (if any) or any of their rights or obligations under this Deed, or allow any interest in them to arise or be varied unless the Developer:

- 8.1 Gives the Council no less than 28 days notice in writing of the proposed Dealing; and
- 8.2 Procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such dealing taking effect a deed in favour of the Council in form and substance acceptable to the Council, acting reasonable whereby the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developers obligations and have the benefit of the Developer's rights under this Deed.

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## 9. Review of this Deed

Any amendment or revocation of this Deed shall be by agreement in writing and in compliance with section 93G of the Act.

## 10. Dispute Resolution

### 10.1 Notice of dispute

If a Party claims that a dispute has arisen under this Deed ("Claimant"), it must give written notice to the other Party ("Respondent") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("Claim Notice").

No Party may start Court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

### 10.2 Response to notice

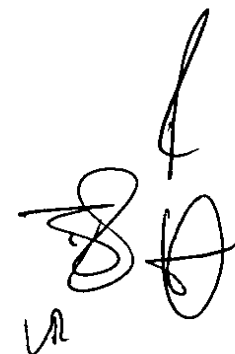
Within ten business days of receiving the claim notice, the respondent must notify the Claimant of its representative to negotiate the dispute.

### 10.3 The nominated representative must:

- (i) Meet to discuss the matter in good faith within five business days after services by the Respondent of notice of its representatives;
- (ii) Use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

### 10.4 Further notice if not settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute ("Dispute Notice") by mediation under clause 10.5 or by expert determination under clause 10.6.

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## 10.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (i) The Parties must agree to the terms of reference of the mediation within five business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (ii) The mediator will be agreed between the Parties, or failing agreement within five business days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (iii) The mediator appointed pursuant to this Clause 10.5 must:
  - (a) Have reasonable qualifications and practical experience in the area of disputes; and
  - (b) Have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (iv) The mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (v) The Parties must within five business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation.
- (vi) The Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement.

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- (vii) In relation to costs and expenses
  - (a) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (b) The cost for the mediator will be shared equally by the Parties unless the mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation to be born by that Party.

#### 10.6 Expert Determination

If the dispute is not resolved under clause 10.3 or 10.5 the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (i) The dispute must be determined by an independent expert in the relevant field:
  - (a) Agreed upon and appointed jointly by the Council and the Developer; or
  - (b) In the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (ii) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (iii) The determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and containing reasons for the determination;

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- (iv) The expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (v) Each Party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (vi) Any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this Deed by any Party, in which event the expert is deemed to be giving a non binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

#### 10.7 Litigation

If the dispute is not finally resolved in accordance with this clause 10, either Party is at liberty to litigate the dispute.

#### 10.8 Continue to Perform Obligations

Each Party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

### 11. Enforcement

11.1 Nothing in this Deed prevents either Party from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Deed or any matter to which this Agreement relates.

11.2 Until such time as the Material Public Benefit has been provided in full the Developer must:

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- (a) Notify Council in writing of the name and contact details of any certifying authority to which it has applied for an Occupation Certificate at the same time that such application is made;
- (b) At the time it lodges any application for a Occupation Certificate notify the Certifying Authority in writing of the existence in terms of this Deed;
- (c) Procure and provide to Council a written acknowledgment from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue a Occupation Certificate until Council provides written confirmation that the Material Public Benefit has been provided.

## 12. Notices

12.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below;
- (b) Faxed to that Party at its fax number set out below;
- (c) Emailed to that Party at its email address set out below.

### Council

Attention: General Manager

Address: 725 Pittwater Road, Dee Why, NSW, 2099

Fax Number: 02 9971 4522

Email: council@warringah.nsw.gov.au



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**Developer**

Attention: Charles Kelly

Address: PO Box 512, KENSINGTON, NSW, 1465

Fax Number: 02 9313 7047

12.2 If a Party gives the other Party three business days notice of a change of its address or fax number, any notice, consent, information, application or requests is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 2 business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

12.4 If any notice, consent, information, application or request is delivered, or any error free transmission report it relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day in the place of the Party to whom it is sent, it is to be treated as being given or made at the beginning of the next business day.

**13. Approvals and Consent**

Accept as otherwise set out in this Deed, and subject to any Statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

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**14. Assignment and Dealings**

Until the Material Public Benefit is provided in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so unless the Developer:

14.1 Gives Council no less than ten (10) Business Days' notice in writing of the proposed sale, transfer, assignment, novation, charge, encumbrance or other dealing with its rights in respect of the Land;

14.2 Procures that any buyer, transferee, assignee or novatee promptly executes a Deed in favour of Council whereby the buyer, transferee, assignee or novatee becomes contractually bound with Council to perform the Developer's obligations under this Deed;

14.3 in the event of a proposed charge, mortgage, encumbrance or other dealing with the Land, provides to Council a bank guarantee unlimited in time from a bank and on terms acceptable to Council to secure the payment of the Development Contribution.

**15. Costs**

Council's costs of and incidental to the preparation and execution of this Deed and any related documents and registration of same shall be borne by the Developer.

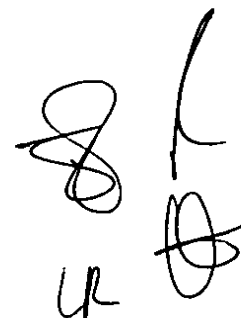
**16. Entire Deed**

This Deed contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

**17. Further acts**

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Deed and all transactions incidental to it.

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**18. Governing law and jurisdiction**

This Deed is governed by the law of New South Wales. The Parties submit to the nonexclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

**19. Joint and individual liability and benefits**

Except as otherwise set out in this Deed, any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

**20. No fetter**

Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

**21. Representations and warranties**

The Parties represent and warrant that they have power to enter into this Deed and comply with their obligations under the Deed and that entry into this Deed will not result in the breach of any law.

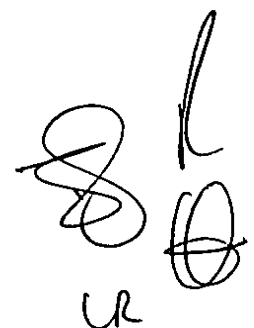
**22. Severability**

If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal.

**23. Modification**

No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed.

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**24. Waiver**

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

**25. GST**

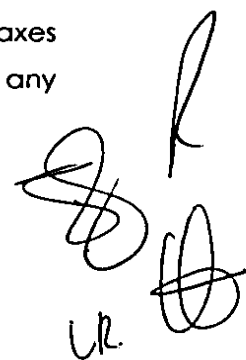
25.1 Unless otherwise indicated, all amounts payable by one Party to the other Party in relation to a supply under this Deed have been calculated exclusive of any GST which may be imposed on the supply.

25.2 If any supply made under this Deed is, or becomes, subject to GST, the Party to whom the supply is made ("**Recipient**") must pay to the Party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Deed, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.

25.3 Any amount in respect of GST payable under clause 25.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.

25.4 If any Party is required to reimburse or indemnify the other Party for a cost or expense ("**Cost**") incurred by the other Party, the amount of that Cost for the purpose of this Deed is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the Party incurring the Cost is entitled to claim in respect of the Cost.

25.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Deed (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any

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reduction in prices (excluding GST) charged to the Supplier. Both Parties must also comply with Part VB of the *Trade Practices Act 1974* (Cth).

**26. Explanatory Note Relating to this Deed**

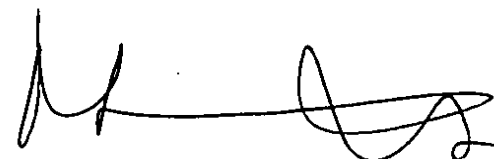
26.1 Schedule 2 contains an explanatory note relating to this Deed required by clause 25E of the Regulation.

26.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the explanatory note in Schedule 2 is not to be used to assist in construing the Deed.

**EXECUTED** for and on behalf of  
(78 741 473 560) in accordance with  
Section 127(1) of the *Corporations Act*  
2001 by authority of the Directors:


  
\_\_\_\_\_  
Signature of Director

Richard Charles Kelly  
Name of Director

  
\_\_\_\_\_  
Signature of Witness

Megan Heaney  
Name of Witness

**Signed by Warringah Council**  
(ABN 31 565 068 406) by its  
Attorney pursuant to Power of Attorney  
Book 4580 No 889

  
\_\_\_\_\_  
Signature of Witness

ELIZABETH REEVES  
Name of Witness

725 Pittwater Road  
Address

Dee Why 2094

Signature   
\_\_\_\_\_

Print Name

Rik Hart  
Office **GENERAL MANAGER**

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**SCHEDULE 1 – DEVELOPMENT CONTRIBUTIONS SCHEDULE**

The Developer agrees to provide the following material benefits to Council:

<b>MATERIAL PUBLIC BENEFIT TO BE PROVIDED BY THE DEVELOPER</b>		
The Developer includes in the Current Development Application in respect of the Land the Material Public Benefit set out below:		
<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Development Contribution for Material Public Benefit</b>	<b>Intended Use/purpose</b>	<b>Date to be provided by the Developer</b>
<ul style="list-style-type: none"> <li>Construct as part of the Development approved by the Development Consent a Pedestrian Through Site Link connecting the northern most portion of the frontage of the Land to Pittwater Road with the northern most portion of the frontage of the Land to Old Pittwater Road and generally following the alignment of the northern boundary of the Land as depicted in the plans accompanying the Current Development Application</li> <li>Grant an easement in favour of Council and free of cost to Council pursuant to section 88B of the <i>Conveyancing Act 1919</i> permitting pedestrian access along the Pedestrian Link between the hours of 7am and 10pm.</li> </ul>	<ul style="list-style-type: none"> <li>The provision of public amenities/infrastructure relating to the Land.</li> </ul>	<ul style="list-style-type: none"> <li>To be created prior to the issue of an Occupation Certificate.</li> </ul>

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## Explanatory Note

### Introduction

The purpose of this Explanatory Note is to provide a summary to support the notification of the proposed planning agreement (the "**Planning Agreement**") prepared pursuant to section 93F of the *Environmental Planning and Assessment Act 1979* (the "**Act**").

The Developer has agreed to enter into the Planning Agreement in connection with the proposed Development Application No. 2014/1125 for a mixed use retail, commercial and residential development at 511-513 Pittwater Road, Brookvale (the "**DA**").

### Parties to the Planning Agreement

Kelly Trust No. 3 Pty Ltd of 268 Anzac Parade, Kensington NSW (the "**Developer**") and Warringah Council (the "**Council**") of 725 Pittwater Road, Dee Why NSW.

### Description of the Subject Land

- **LOT 11, DP 1000708 known as No. 511-513 PITTWATER ROAD, BROOKVALE ("the Land")**

### Description of the Proposed Development

Construction of a 5 storey mixed use development that will include retail, commercial and residential units (the "**Development**"), comprising the following:

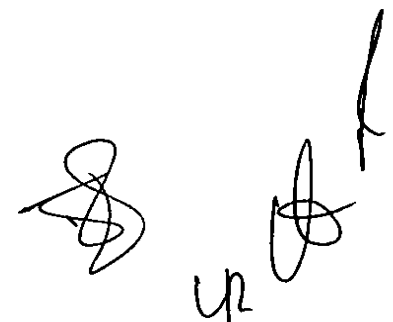
- 73 residential units
- 6 work/live SOHO style tenancies
- 5 retail units
- 3 office suites
- A publicly accessible through site link
- Additions and refurbishment of the existing Brookvale Hotel
- 106 carparking spaces
- A variation of the LEP height controls to provide additional height at the rear of the site along Roger Street and Old Pittwater Road
- A limitation to the existing height for the Pittwater Road frontage over the existing hotel until such time as the existing planning controls for this land are changed

### Summary of Objectives, Nature and Effect of the Planning Agreement

#### Objectives of Planning Agreement

- The objective of the planning Agreement is to implement the Developer offer to provide material public benefits to be used towards a public purpose in conjunction with the carrying out of development in the DA.

20 of 22

Handwritten signatures and initials, including a large signature on the left and initials 'UP' on the right.

### **Nature of Planning Agreement**

- The Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. It is an agreement between the Council, the Developer who is also the owner of the land to which the agreement applies. The Planning Agreement is a voluntary agreement under which Development Contributions (as referred to in clause 8 and schedule 1 of the Planning Agreement) are made by the Developer for various public purposes (as defined in s93F(3) of the Act).

### **Effect of the Planning Agreement**

The Planning Agreement provides as follows:

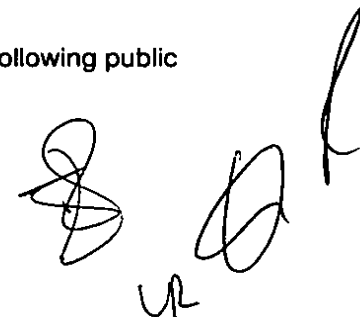
1. The Developer will provide the Material Public Benefit set out in Schedule 1 and as provided in this Deed.
2. The Developer agrees to register an easement over the Pedestrian Link in favour of Council permitting pedestrian access through the Land between the hours of 7am and 10pm. That easement shall be registered on title prior to the issue of any occupation certificate for the Development for which approval is sought.
3. The Developer acknowledges the additional height sought on the shop top housing component of the site by the Current Development Application. The Developer agrees to make no Development Application in respect of the Land that would, if approved, result in any building or buildings being constructed on or immediately above that portion of the Brookvale Hotel building proposed to be retained by the Development Application. This obligation shall cease on the coming into force of any change to the planning controls applicable to the Land.
4. The application of s94 and s94A contribution levies to the DA is not excluded.
5. This Deed is not required to be registered.
6. The Developer shall not sell, transfer, assign or novate or similarly deal with ("Dealing") their right, title or interest in the Land (if any) or any of their rights or obligations under this Deed, or allow any interest in them to arise or be varied unless the Developer:
  - (a) Gives the Council no less than 28 days notice in writing of the proposed Dealing; and
  - (b) Procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such dealing taking effect a deed in favour of the Council in form and substance acceptable to the Council, acting reasonable whereby the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developers obligations and have the benefit of the Developer's rights under this Deed..
7. Dispute resolution by mediation.
8. The agreement is governed by the law of New South Wales.
9. Makes provision in relation to the payment of GST if necessary.
10. The Planning Agreement operates only after development consent is granted to the DA.

### **Assessment of Merits of Planning Agreement**

#### **The planning purpose of the Planning Agreement**

In accordance with section 93F(2) of the Act, the Planning Agreement has the following public purposes:

21 of 22



- To provide for a permanent and publicly accessible pedestrian through-site link.
- Retention of the current building height over the part of the site which contains the Brookvale Hotel fronting Pittwater Road.

The Planning Agreement provides a reasonable means of achieving the planning purpose set out above.

#### **How the Planning Agreement promotes the public interest**

The Planning Agreement promotes the public interest by:

- Providing a permanent through-site link which will permit pedestrian access through the land between Pittwater Road and Old Pittwater Road.
- Maintaining the current permitted building height over the part of the site which contains the Brookvale Hotel fronting Pittwater Road.

#### **How the Planning Agreement promotes the objects of the Act**

The Planning Agreement promotes the following objects of the Act:

- The promotion and co-ordination of the orderly and economic use and development of land; and
- The provision and co-ordination of community access.

#### **How the Planning Agreement promotes the Council's Charter under section 8 of the Local Government Act**

The Planning Agreement promotes the Council's Charter under section 8 of the *Local Government Act 1993* by:

- Providing appropriate community facilities by the pedestrian link; and
- Assisting with proper management of the environmental by the restriction on development at the Pittwater Road part of the Land.

#### **Whether the Planning Agreement conforms with the Council's Capital Works Program**

The Planning Agreement does not form part of and it is not relevant to the Council's capital works program.


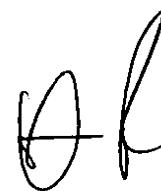
#### **Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or the registration of the plan of subdivision**

Yes

#### **Interpretation of Planning Agreement**

The Explanatory Note is not to be used to assist in construing the Planning agreement.

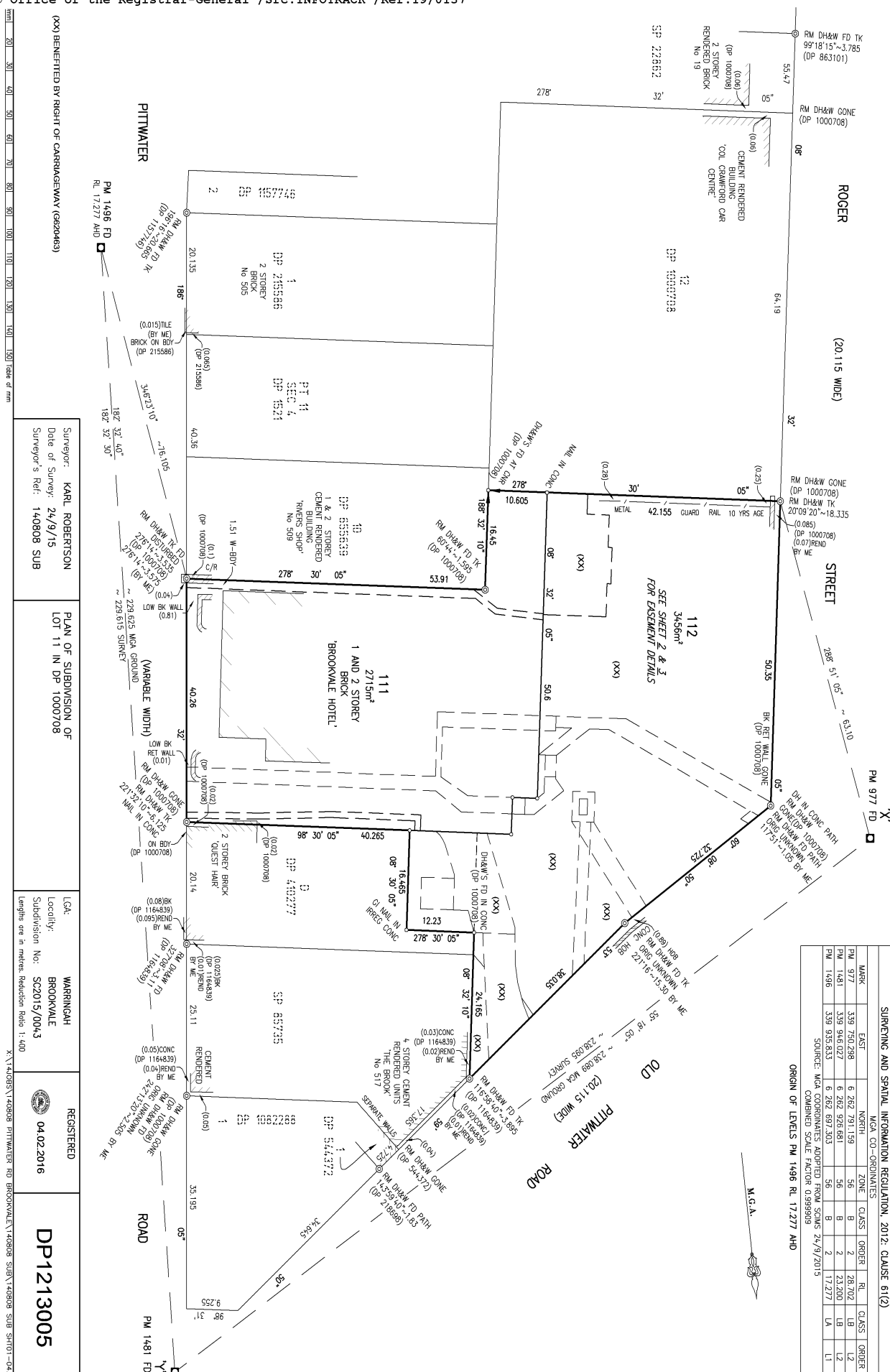
22/22

  
  
UR

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Sheet No. 1 of 4 Sheets



SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 61(2)							
MGA CO-ORDINATES				MGA CO-ORDINATES			
MARK	EAST	NORTH	ZONE	CLASS	ORDER	RL	CLASS ORDER
PM 977	339 750.298	6 262 791.159	56	B	2	28.702	LB 1,2
PM 1481	339 946.027	6 262 926.681	56	B	2	23.200	LB 1,2
PM 1496	339 935.833	6 262 697.303	56	B	2	17.277	LA 1,1

SOURCE: MGA COORDINATES ADOPTED FROM SCAMS 24/9/2015  
 COMBINED SCALE FACTOR 0.9999909

ORIGIN OF LEVELS PM 1496 RL 17.277 AHD

(XX) BENEFITED BY RIGHT OF CARRIAGEWAY (G829M43)  
 Surveyor: KARL ROBERTSON  
 Date of Survey: 24/9/15  
 Surveyor's Ref: 140808 SUB

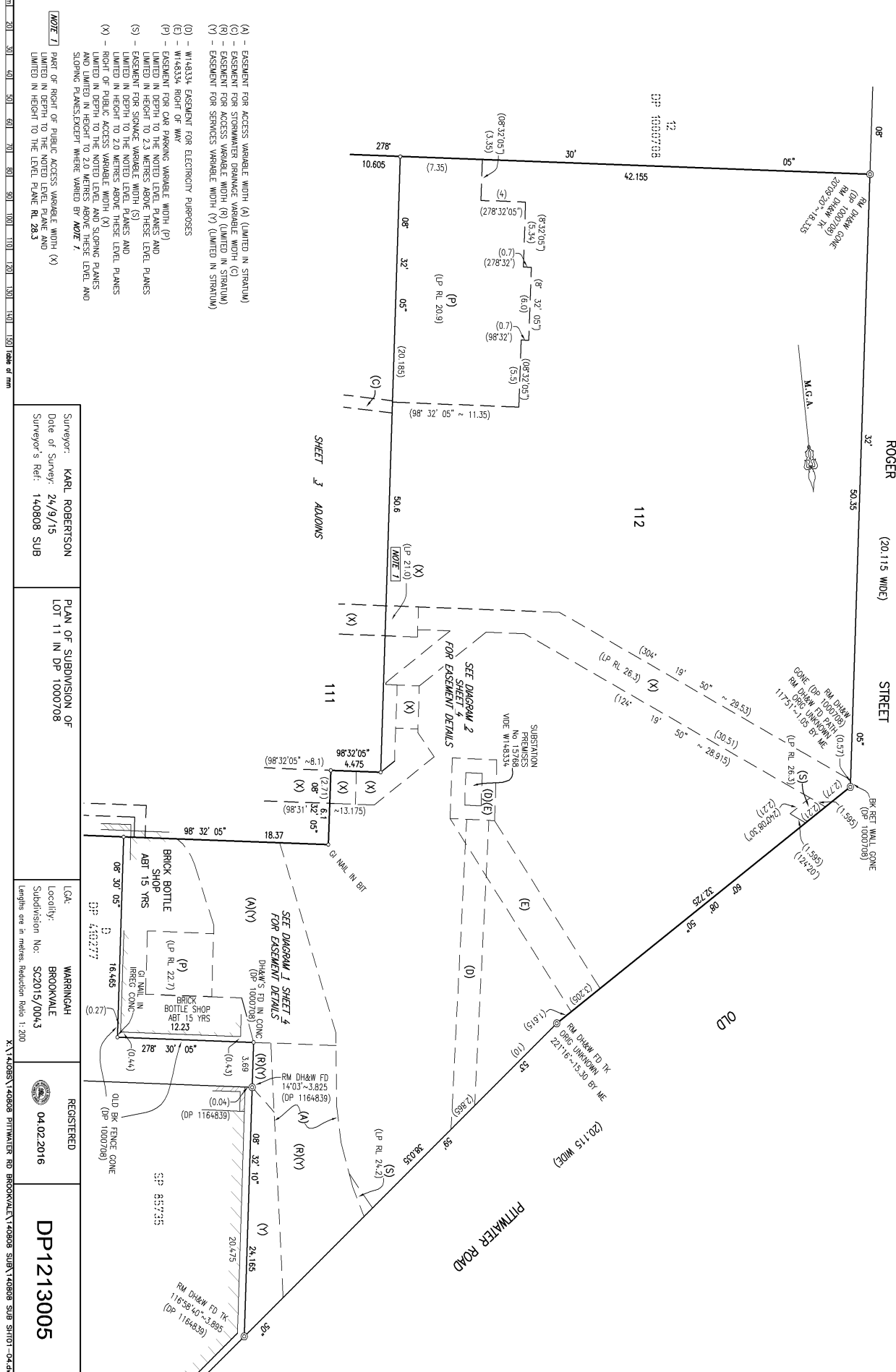
PLAN OF SUBDIVISION OF  
 LOT 111 IN DP 1000708

LOCALITY:  
 WARRINGAH  
 BROOKVALE  
 Subdivision No: SC2015/0043  
 Lengths are in metres. Reduction Ratio 1:400

REGISTERED  
 04.02.2016

DP1213005

Scale: 1:400



- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
- (B) - EASEMENT FOR STORMWATER DRAINAGE VARIABLE WIDTH (B)
- (C) - EASEMENT FOR ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM)
- (D) - EASEMENT FOR SERVICES VARIABLE WIDTH (D) (LIMITED IN STRATUM)
- (E) - W/48334 EASEMENT FOR ELECTRICITY PURPOSES
- (F) - W/48334 RIGHT OF WAY
- (G) - EASEMENT FOR CAR PARKING VARIABLE WIDTH (G)
- (H) - LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANES
- (I) - EASEMENT FOR STORAGE VARIABLE WIDTH (I)
- (J) - LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND LIMITED IN HEIGHT TO 2.0 METRES ABOVE THESE LEVEL PLANES
- (K) - RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (K)
- (L) - LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND LIMITED IN HEIGHT TO 2.0 METRES ABOVE THESE LEVEL AND SLOPING PLANES EXCEPT WHERE VARYED BY NOTE 1
- (M) - PART OF RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X)
- (N) - LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 28.3

**NOTE 1**  
 PART OF RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X)  
 LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AND  
 LIMITED IN HEIGHT TO THE LEVEL PLANE RL 28.3

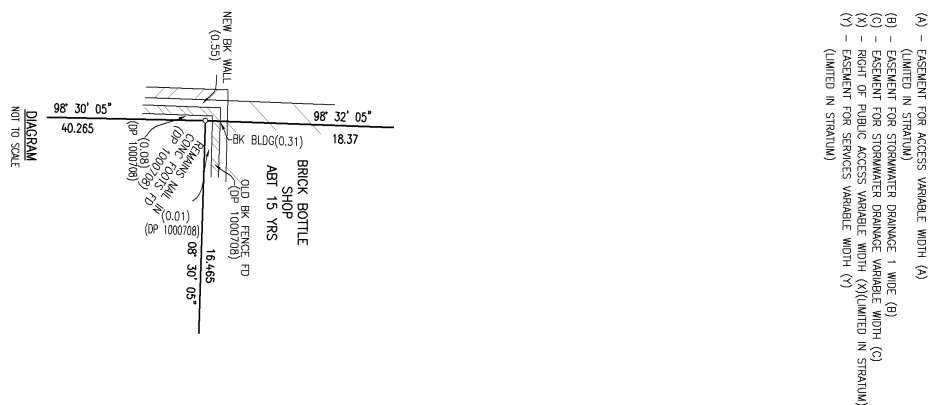
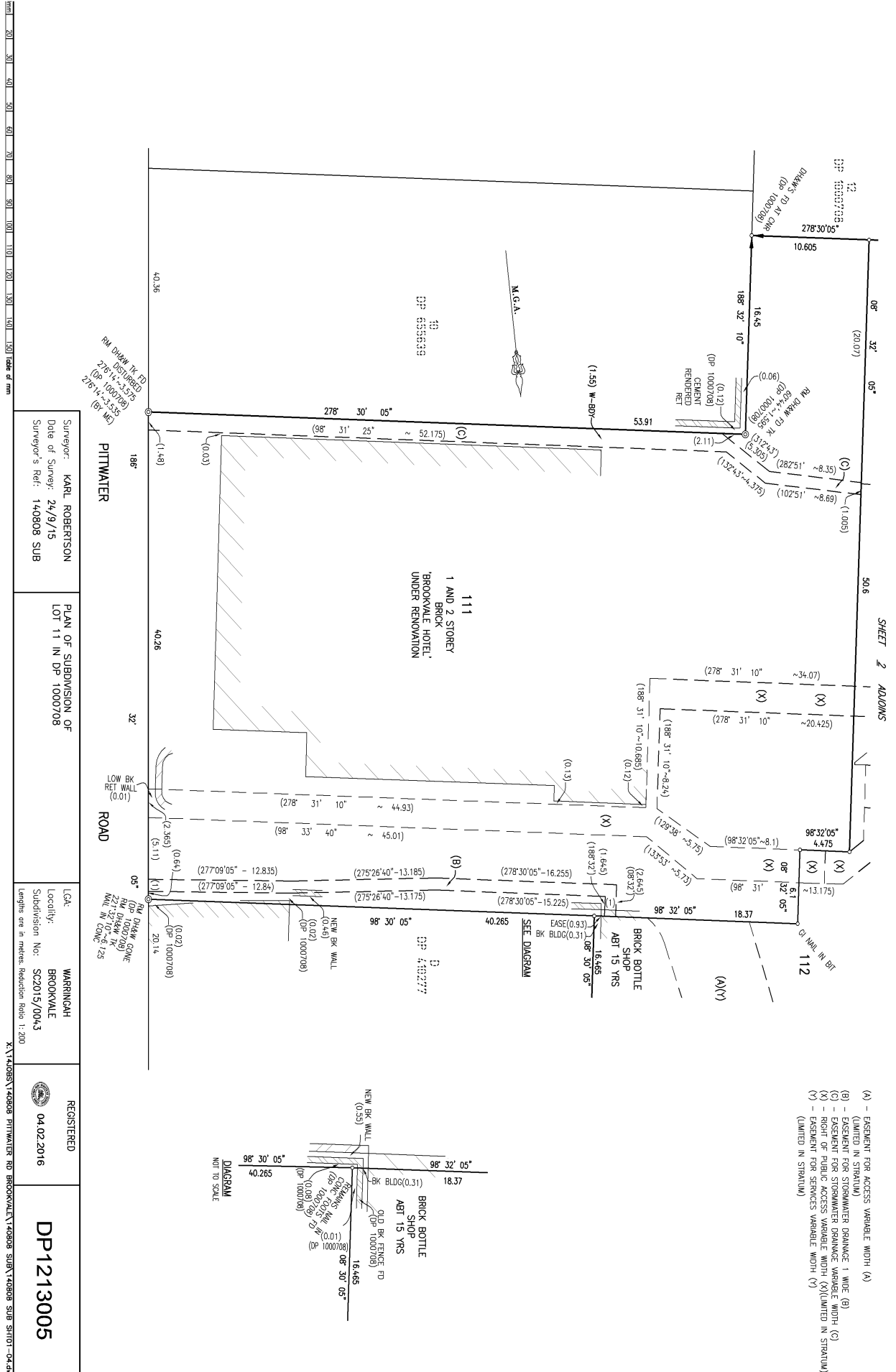
Surveyor: KARL ROBERTSON  
 Date of Survey: 24/9/15  
 Surveyor's Ref: 140808 SUB

PLAN OF SUBDIVISION OF  
 LOT 11 IN DP 1000708

Locality: WARRINGAH  
 Brookvale  
 Subdivision No: SC2015/0043  
 Lengths are in metres. Reduction Ratio 1:200

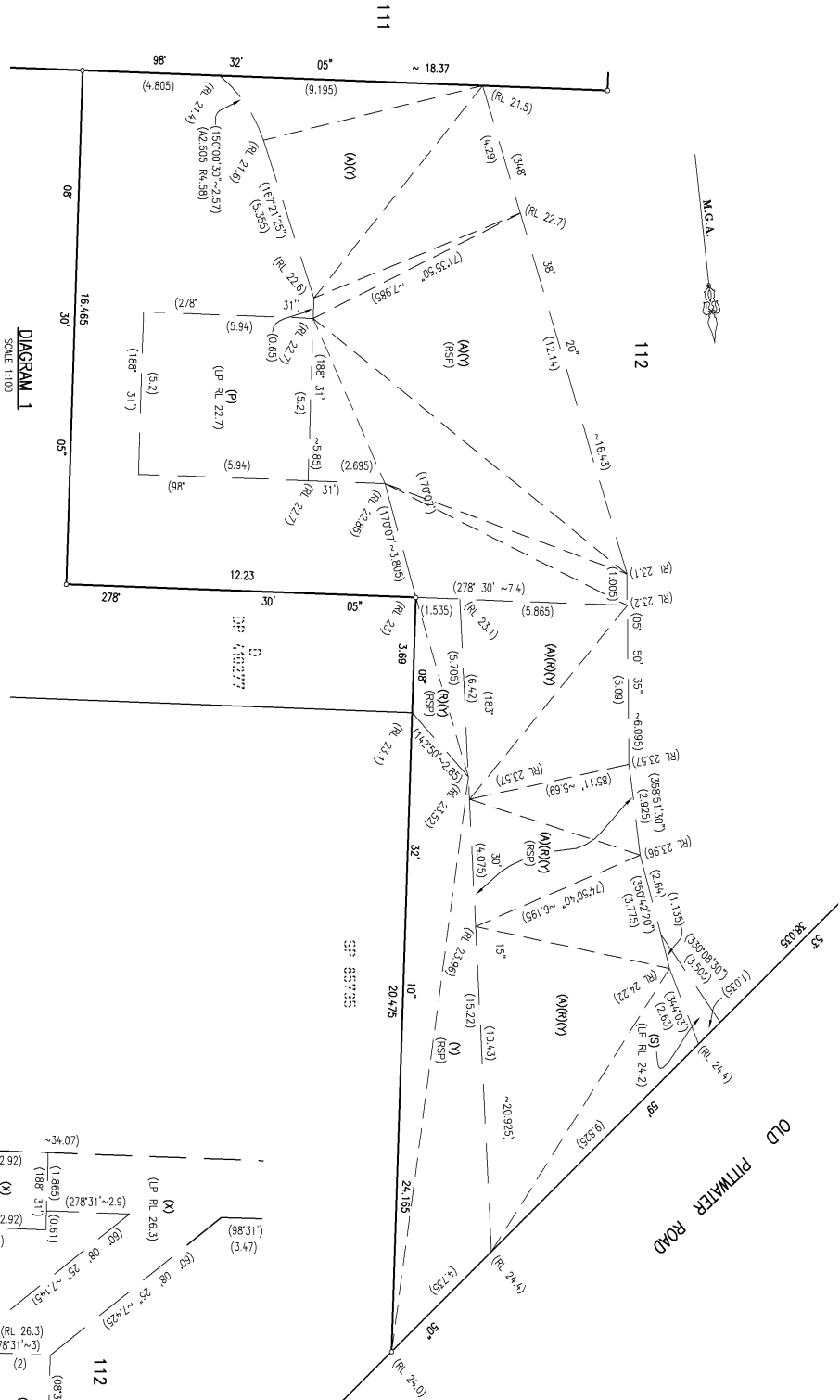
REGISTERED  
 04.02.2016

DP1213005



Surveyor: KARL ROBERTSON  
 Date of Survey: 24/9/15  
 Surveyor's Ref: 140808 SUB  
 PLAN OF SUBDIVISION OF LOT 111 IN DP 1000708  
 Local: WARRINGAH  
 Locality: BROOKVALE  
 Subdivision No: SC2015/0043  
 Lengths are in metres. Reduction Ratio 1:200  
 REGISTERED 04.02.2016  
 DP1213005

20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200  
 Date of mm



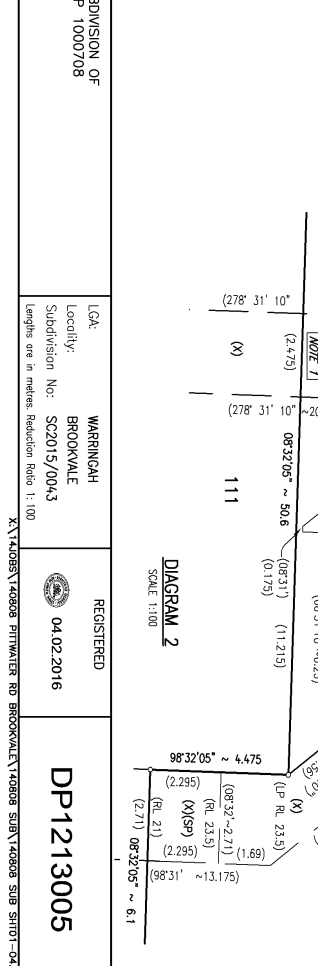
- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (X)
- (M) - LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANES
- (P) - EASEMENT FOR CAR PARKING VARIABLE WIDTH (X) LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANES
- (N) - EASEMENT FOR ACCESS VARIABLE WIDTH (R) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANES
- (R) - EASEMENT FOR SERVICE VARIABLE WIDTH (S) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE LEVEL PLANES
- (S) - EASEMENT FOR SERVICE VARIABLE WIDTH (X) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 2.0 METRES ABOVE THESE LEVEL PLANES
- (X) - EASEMENT FOR SERVICE VARIABLE WIDTH (Y) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO 2.0 METRES ABOVE THE NOTED REGULAR SLOPING PLANES
- (Y) - EASEMENT FOR SERVICES EXCEPT WHERE VARYED BY NOTE 7

**DIAGRAM 1**  
SCALE 1:100

SP: 4,332,777

SP: 5,577,355

SP: 2,332,777



**DIAGRAM 2**  
SCALE 1:100

SP: 4,332,777

SP: 5,577,355

SP: 2,332,777

Surveyor: KARL ROBERTSON  
 Date of Survey: 24/9/15  
 Surveyor's Ref: 140808 SUB

PLAN OF SUBDIVISION OF  
 LOT 11 IN DP 1000708

Locality: WARRINGAH  
 BROOKVALE  
 Subdivision No: SC2015/0043  
 Lengths are in metres. Reduction Ratio 1:100

REGISTERED  
 04.02.2016

DP1213005


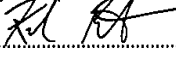
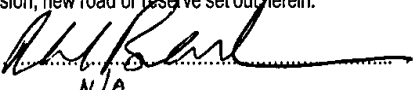
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  04.02.2016                  Title System: TORRENS                  Purpose: SUBDIVISION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1213005</p>
<p>PLAN OF SUBDIVISION OF LOT 11 IN DP 1000708</p>	<p>LGA: WARRINGAH                  Locality: BROOKVALE                  Parish: MANLY COVE                  County: CUMBERLAND</p>
<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p><del>I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</del></p> <p><del>Signature: .....</del>  <del>Date: .....</del>  <del>File Number: .....</del>  <del>Office: .....</del></p>	<p style="text-align: center;">Surveying Certificate</p> <p>I, <b>KARL ROBERTSON</b>                  of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: 24/9/15</del></p> <p><del>*(b) The part of the land shown in the plan (being <sup>A</sup>excluding.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</del></p> <p>Signature:  Dated: 9/11/15                  Surveyor ID: 7835                  Datum Line: 'X'-'Y'                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / <del>*Steep Mountainous</del></p> <p><small>*Strike through if inapplicable.</small></p> <p><small>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <b>ROBERT BARBUDO</b>                  *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:                   Accreditation no: N/A                  Consent/Authority: WARRINGAH COUNCIL                  Date of Endorsement: 18/12/2015                  Subdivision Certificate no: SC2015/0043                  File no: DA2015/0583</p> <p style="text-align: center;"><small>*Strike through if inapplicable</small></p>	<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/<del>compilation</del></p> <p>DP 1000708                  DP 215586                  DP 1164839                  DP 410277                  DP 655639</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>SURVEYORS REFERENCE: 140808 SUB</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only Registered:  04.02.2016	Office Use Only <h1 style="text-align: center;">DP1213005</h1>
PLAN OF SUBDIVISION OF LOT 11 IN DP 1000708	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals - see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate No: <u>sc 2015/0043</u> Date of Endorsement: <u>18/12/2015</u>	

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
111	511-513	PITWATER	ROAD	BROOKVALE
112	<u>23</u>	<u>ROGER</u>	<u>STREET</u>	<u>BROOKVALE</u>

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919  
 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
2. EASEMENT FOR STORMWATER DRAINAGE 1 WIDE (B)
3. EASEMENT FOR STORMWATER DRAINAGE VARIABLE WIDTH (C)
4. EASEMENT FOR CAR PARKING VARIABLE WIDTH (P)(LIMITED IN STRATUM)
5. EASEMENT FOR ACCESS VARIABLE WIDTH (R) (LIMITED IN STRATUM)
6. EASEMENT FOR SIGNAGE VARIABLE WIDTH (S) (LIMITED IN STRATUM)
7. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM)
8. EASEMENT FOR SERVICES VARIABLE WIDTH (Y) (LIMITED IN STRATUM)

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919  
 IT IS INTENDED TO RELEASE:

1. RIGHT OF CARRIAGEWAY 3.66 WIDE VIDE G607951

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140808 SUB


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

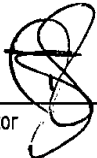
ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 3 of 3 sheet(s)

Registered:  04.02.2016	<b>DP1213005</b>
PLAN OF SUBDIVISION OF LOT 11 IN DP 1000708	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals - see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate No: <u>SC2015/0043</u>	
Date of Endorsement: <u>18/12/2015</u>	


Executed by PROWL PTY LIMITED )  
(ACN 083 739 851) )  
in accordance with )  
SECTION 127 of the Corporations Act )

  
\_\_\_\_\_  
Signed Director

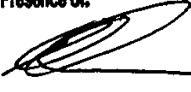
Richard Charles Kelly  
Print Name

  
\_\_\_\_\_  
Signed Director/Secretary

Richard Charles Kelly  
Print Name

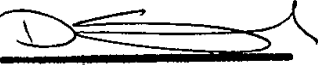
  
\_\_\_\_\_  
Richard Charles Kelly  
Pursuant to Registered Power of Attorney  
Book 4594 No. 520

SIGNED SEALED AND DELIVERED )  
for and on behalf of ST. GEORGE )  
BANK - A DIVISION OF WESTPAC )  
BANKING CORPORATION ABN 33 )  
007 0457 141 by its attorney under power )  
of attorney dated 17 January 2001 )  
registration No. 332 Book 4290 in the )  
Presence of: )

  
\_\_\_\_\_  
Witness (signature)

ROBERT GLEESON  
Name of Witness (Print)

WITNESS ADDRESS: LEVEL 25  
200 BARANGAROO AVE  
STANLEY NSW 2000

  
\_\_\_\_\_  
ATTORNEY  
Name: DEREK SMITH  
Tit: Three  
Date: 9th November 2015

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140808 SUB

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919<sup>1</sup> ePlan

# DP1213005

(Sheet 1of 6 Sheets)

**Plan:** Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. *SC2015/0043* dated *18/12/2015*

**Full name and address of owner of the land:** Prowl Pty Limited  
~~PO Box 542~~, Kensington, NSW, 2033  
*268 Anzac Parade*

## PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Access Variable Width (A) (Limited in Stratum)	112	111
2.	Easement for Stormwater Drainage 1 wide (B)	111	112
3.	Easement for Stormwater Drainage Variable Width (C)	111	112
4.	Easement for Car Parking Variable Width (P) (Limited in Stratum)	112	111
5.	Easement for Access Variable Width (R) (Limited in Stratum)	112	D/410277
6.	Easement for Signage Variable Width (S) (Limited in Stratum)	112	111
7.	Right of Public Access Variable Width (X) (Limited in Stratum)	111 112	Warringah Council
8.	Easement for Services Variable Width (Y) (Limited in Stratum)	112	111 D/410277

## PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Right of Carriageway 3.66 wide vide G607951	11/1000708	D/410277

WARRINGAH COUNCIL

  
 .....  
 Authorised Person

# DP1213005

ePlan  
(Sheet 2 of 6 Sheets)

**Plan:** Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. *Sc 2015/0043* dated *18/12/2015*

**Full name and address of owner of the land:** Prowl Pty Limited  
~~PO Box 512, Kensington, NSW, 2033~~

*268 Anzac Parade*

## **PART 2 (Terms of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.)**

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the 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 that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan: The Registered Proprietor of Lot 111

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the 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 that person, 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 laid 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 the grantee, 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 the grantee 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.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 in the plan: The Registered Proprietor of Lot 112

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the 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 that person, 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 laid 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 the grantee, 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,

**WARRINGAH COUNCIL**

  
.....  
Authorised Person

# DP1213005

ePlan  
(Sheet 3 of 6 Sheets)

**Plan:** Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. *Scz2015/0043* dated *18/12/2015*

**Full name and address of owner of the land:** Prowl Pty Limited  
~~PO Box 542, Kensington, NSW, 2033~~  
*268 Anzac Parade*

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 the grantee 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.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 in the plan: The Registered Proprietor of Lot 112

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the 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 that person, to go, pass and repass at all times and for all purposes with or without vehicles or both to and from the said dominant tenement or any such part thereof and to park not more than ten (10) vehicles on the servient tenement.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 4 in the plan: The Registered Proprietor of Lot 111

5. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the 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 that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 5 in the plan: The Registered Proprietor of Lot D in Deposited Plan 410277

6. Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.

The proprietor of Lot 111 shall be permitted to erect and allow to remain on the burdened lot signage for any purpose including for the advertising of the business operated on Lot 111, where such signage shall be located:

- (a) On and/or within close proximity to the right of access numbered 7 in the plan being the public pedestrian link to and from Roger Street to the benefitted Lot; and
- (b) On any wall adjoining the easements for access numbered 1 and 5 respectively in the plan being a driveway for access to and from the benefitted lot to Old Pittwater Road, the purpose of which would be to provide direction to patrons of the benefitted lot.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 in the plan: The Registered Proprietor of Lot 111

WARRINGAH COUNCIL

  
.....  
Authorised Person

# DP1213005

ePlan  
(Sheet 4 of 6 Sheets)

**Plan:** Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. *Sc 2015/0043* dated *18/12/2015*

**Full name and address of owner of the land:** Prowl Pty Limited  
~~PO Box 542, Kensington, NSW, 2033~~

*268 Anzac Parade*

7. Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the 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 that person, to go, pass and repass on foot at all times and for all purposes, without animals or vehicles to and from the said dominant tenement or any such part thereof.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 in the plan: Warringah Council

8. Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.

The body having the benefit of this easement may:

- (a) provide domestic services supplied by that body through each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for that purpose, including:
  - entering the lot burdened; and
  - taking anything on to the lot burdened; and
  - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

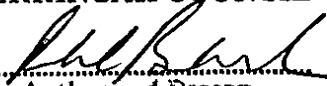
In exercising those powers, the body having the benefit of this easement must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

For the purposes of this easement "**domestic services**" includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 in the plan: The Registered Proprietor of Lot 111 and Lot D/410277.

WARRINGAH COUNCIL

  
.....  
Authorised Person

# DP1213005

ePlan  
(Sheet 5 of 6 Sheets)

**Plan:** Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. Sc2015/0043 dated 18/12/2015

**Full name and address of owner of the land:** Prowl Pty Limited  
~~PO Box 542, Kensington, NSW, 2033~~

268 Anzac Parade

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

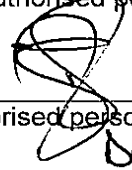


Richard Charles Kelly

Pursuant to Registered Power of Attorney  
Book 4594 No. 520

Corporation: Prowl Pty Limited ACN 083 739 851  
Authority: section 127 of the Corporations Act 2001

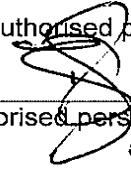
Signature of authorised person:



Name of authorised person:

Office held: Director

Signature of authorised person:



Name of authorised person:

Office held: Director

Signed by )  
being a person authorised to sign on behalf )  
of Warringah Council before me: )

  
Signed

ROBERT BARBUTO  
Print Name

Rob Barbuto  
Development Engineering Manager  
Occupation/Title

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

Corporation: Tuyute Pty Limited ACN 003 185 680  
Authority: section 127 of the Corporations Act 2001

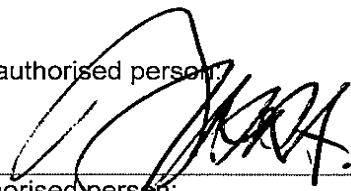
Signature of authorised person:



Name of authorised person: LUIGI MARASCO

Office held: DIRECTOR

Signature of authorised person:



Name of authorised person:

Bruno Cassat  
Director

# DP1213005

ePlan  
(Sheet 6 of 6 Sheets)

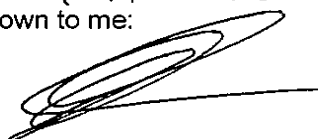
**Plan:** Plan of Subdivision of Lot 11/DP1000708 covered by Subdivision Certificate No. *SC2015/0043* dated *18/12/2015*

**Full name and address of owner of the land:** Prowl Pty Limited  
~~PO Box 542, Kensington, NSW, 2033~~

*268 Anzac Parade*

Dated at Sydney this *11<sup>th</sup>* day of *November* *2015* )  
Signed in the presence of *ROBERT GLEESON* )

the Attorney of Westpac Banking Corporation )  
pursuant to Registered Power of Attorney )  
Book *4299* No *332* who is personally )  
known to me:



.....  
Signed

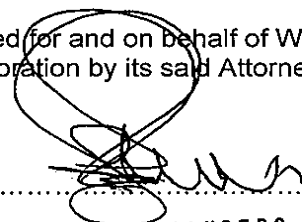
**Robert Gleeson  
Senior Manager**

.....  
Print Name

.....  
~~Occupation/Title~~

WITNESS ADDRESS: *LEVEL 25  
200 BARANGAROO AVE  
SYDNEY NSW 2000*

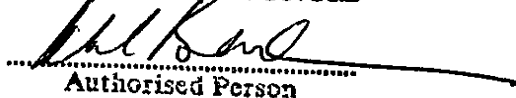
Signed for and on behalf of Westpac Banking Corporation by its said Attorney



.....  
**JOHN SANDERS**

**TIER 3 ATTORNEY**

WARRINGAH COUNCIL

  
.....  
Authorised Person

REGISTERED



04.02.2016

Form: 01TCV  
Licence: 01-05-040  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Kosmin & Associates

1

# TRANSFER INCLUDING COVENA



## AK387534V

New South Wales  
Real Property Act 1900

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.

Office of State Revenue (NSW)	
Cheque No: 1411509	3871
Duty: \$10	Trans No: 8600514-001
Assessment:	18/3/16

STAMP DUTY

Office of State Revenue use only

RELO...

(A) TORRENS TITLE  
27 MAY 2016

Folio 112/1213005

(B) LODGED BY  
TIME: 9:26

Document Collection Box <b>45A</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>Level 5, Building C 1 Homebush Bay Drive Rhodes NSW 2138</b>	Reference: <b>42790041</b>	LLPN: 12301TG	CODE <b>TV</b>
---------------------------------------	---	----------------------------	---------------	-------------------

(C) TRANSFEROR

PROWL PTY LIMITED A.C.N. 083 739 851

(D)

The transferor acknowledges receipt of the consideration of \$14,750,000.00 and as regards the land specified above transfers to the transferee an estate in fee simple

(E)

and the transferee covenants with the transferor as fully set out in schedule 1 hereto.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

DL BROOKVALE PTY LTD A.C.N. 607 265 538

(H)

TENANCY:

DATE 18 MARCH 2016

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

Company: PROWL PTY LIMITED ACN 083 739 851

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: Director

Name of authorised person:

Office held: Director

CERTIFIED AS CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 AND EXECUTED ON BEHALF OF THE COMPANY NAMED BELOW BY THE AUTHORISED PERSON WHOSE SIGNATURE APPEARS BELOW PURSUANT TO THE AUTHORITY SPECIFIED

Certified correct for the purposes of the Real Property Act 1900 on behalf of the transferee by the person whose signature appears below.

COMPANY: DL BROOKVALE PTY LTD ACN 607 265 538  
AUTHORITY: SEC. 127 CORPORATIONS ACT 2001

*Raymond Touma*  
RAYMOND TOUMA  
SOLE DIRECTOR/SECRETARY

Signatory's name: Gary Kosmin  
Signatory's capacity: Solicitor for the Transferee

(J) The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No. 102366

Full name: Gary Kosmin

Signature:

1030214

(K) **SCHEDULE 1 TO TRANSFER**

(L) **Dated** 18 MARCH 2016

**From:** PROWL PTY LIMITED A.C.N. 083 739 851

**To:** DL BROOKVALE PTY LTD A.C.N. 607 265 538

(M) **Land benefited by covenant**


111/1213005

**Land burdened by covenant:**

112/1213005

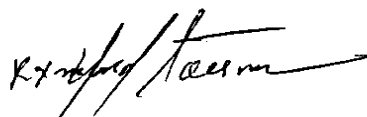
(N) **Terms of the covenant**

No hotel licence, bar or bottle shop shall be operated on the land burdened by this covenant without the prior consent of the Transferor and this restriction shall not be released, varied or modified without the written consent of the said Transferor or registered proprietor of the land benefited by this covenant.

(O) **Signature of witness:**   
~~**Signature of witness:**~~ ANDREW O'DONNELL  
357 MILITARY ROAD  
MUSMAN NSW 2088

SIGNED BY  
RICHARD CHARLES KELLY  
AS ATTORNEY FOR PROWL PTY LTD  
PURSUANT TO REGISTERED POWER OF ATTORNEY  
BOOK 4594 NO. 520

**Signature of transferor:**   
**Signature of transferee's Solicitor:**   
GARY KOSMIN

  
K. J. [unclear] / [unclear]

Annexure A to Transfer Including Covenant

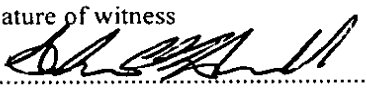
PARTIES:

**PROWL PTY LIMITED ACN 083 739 851 - Transferor**  
**DL BROOKVALE PTY LIMITED ACN 607 265 538 - Transferee**

I certify that I am an eligible witness and that the Transferor's attorney signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the Transferor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness



Signature of attorney:

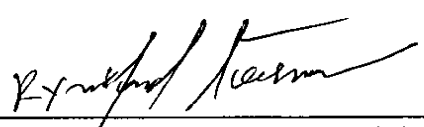


Name of witness: **ANDREW O'DONNELL**

Attorney's name: Richard Charles Kelly  
Signing on behalf of: Prowl Pty Limited (ACN 083 739 851)

Address of witness: **357 MILITARY ROAD  
MOSMAN, NSW 2088**

Power of attorney - Book: 4594  
- No.: 520

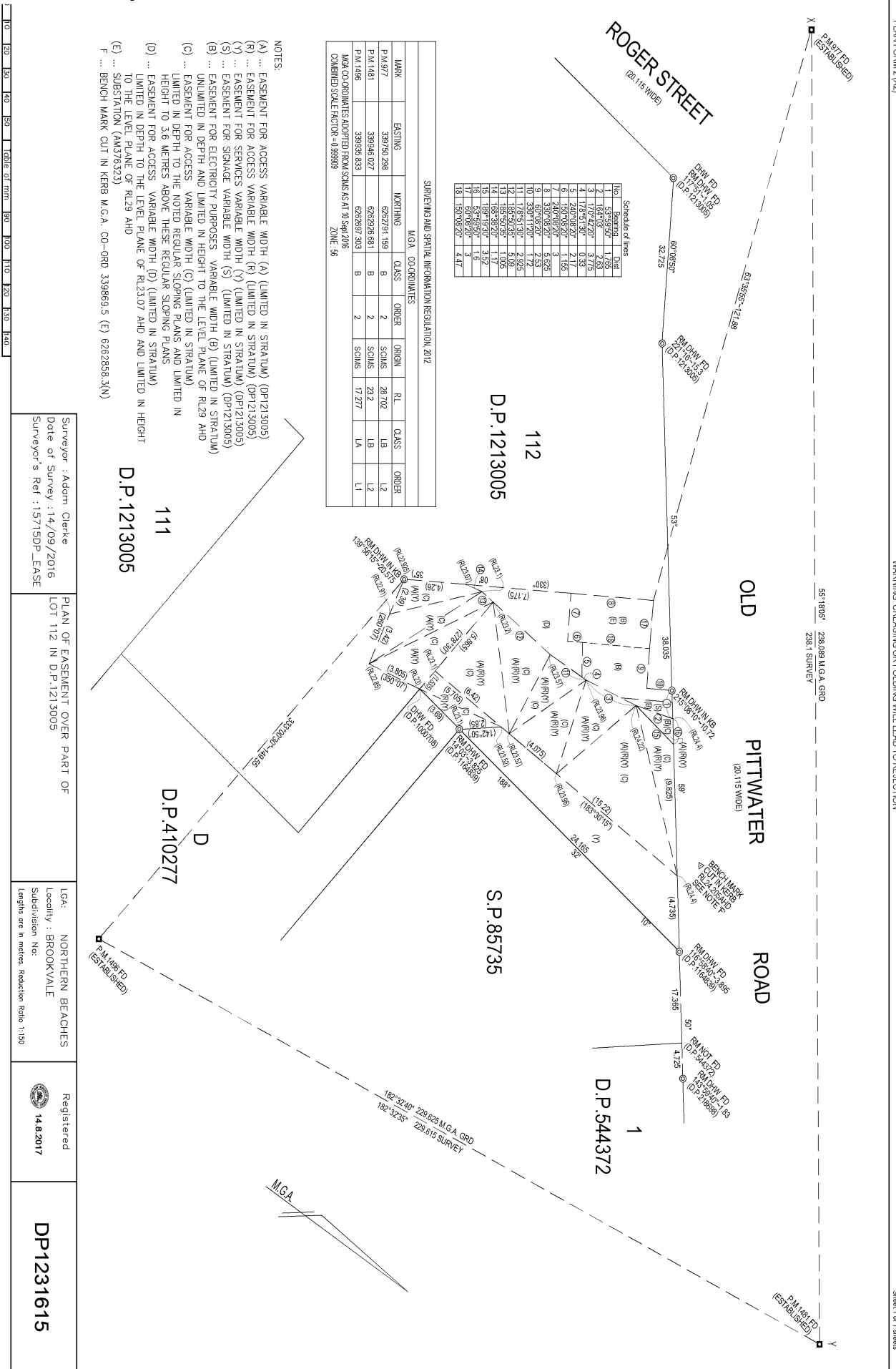


\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 1 sheets



Schedule of lines

No	Bearing	Dist
1	162°05'50"	7.85
2	162°05'50"	2.85
3	170°42'20"	3.715
4	178°51'30"	0.33
5	240°05'20"	4.15
6	150°05'20"	3
7	240°05'20"	3
8	330°05'20"	5.625
9	60°05'20"	7.5
10	60°05'20"	7.5
11	178°51'30"	2.925
12	185°50'55"	5.09
13	185°50'55"	1.005
14	185°50'55"	3.52
15	185°50'55"	1.6
16	53°25'50"	1.6
17	60°05'20"	3
18	150°05'20"	4.47

SUBREINING AND SPATIAL INFORMATION REGULATION 2012

MARK	EASTING	NORTHING	CLASS	ORDER	ORIGN	RL	CLASS	ORDER
P.M. 977	339750.288	6262791.159	B	2	SCINS	28.702	L.B	L2
P.M. 1481	339946.027	6262926.841	B	2	SCINS	29.277	L.A	L1
P.M. 1484	339938.533	6262889.303	B	2	SCINS	17.277	L.A	L1

M.G.A. CO-ORDINATES  
 M.G.A. CO-ORDINATES ADAPTED FROM SCINS AS AT 10 SEP 2016  
 COMBINED SCALE FACTOR = 0.99999

- NOTES:
- (A) ... EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) (DP1213005)
  - (R) ... EASEMENT FOR ACCESS VARIABLE WIDTH (R) (LIMITED IN STRATUM) (DP1213005)
  - (Y) ... EASEMENT FOR SERVICES VARIABLE WIDTH (Y) (LIMITED IN STRATUM) (DP1213005)
  - (S) ... EASEMENT FOR SIGNAGE VARIABLE WIDTH (S) (LIMITED IN STRATUM) (DP1213005)
  - (B) ... EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (B) (LIMITED IN STRATUM)
  - (C) ... UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL PLANE OF RL29 AHD
  - (D) ... LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANS AND LIMITED IN HEIGHT TO 3.6 METRES ABOVE THESE REGULAR SLOPING PLANS
  - (E) ... EASEMENT FOR ACCESS VARIABLE WIDTH (E) (LIMITED IN STRATUM)
  - (F) ... LIMITED IN DEPTH TO THE LEVEL PLANE OF RL29 AHD
  - (G) ... TO THE LEVEL PLANE OF RL29 AHD
  - (H) ... SUBSTATION (AM376323)
  - (I) ... BENCH MARK CUT IN KERB M.G.A. CO-ORD. 339869.5 (E) 6262888.3(N)



Surveyor : Adom Clarke Date of Survey : 14/09/2016 Surveyor's Ref : 15715DP_EASE	PLAN OF EASEMENT OVER PART OF LOT 112 IN D.P.1213005	LGA: NORTHERN BEACHES Locality : BROOKVALE Subdivision No: Lengths are in metres. Reduction Ratio 1:150	Registered 14.8.2017	DP1231615
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PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  14.8.2017 Title System: TORRENS Purpose: EASEMENT	Office Use Only  Office Use Only <b>DP1231615 S</b>
---	--

<b>PLAN OF EASEMENT OVER PART OF LOT 112 IN D.P.1213005.</b>	LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland
--	--

<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	<p style="text-align: center;"><b>Survey Certificate</b></p> I, Adam Clerke..... of Adam Clerke Surveyors Pty Ltd..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 10/04/13..... *(b) The part of the land shown in the plan (*being* <del>excluding</del> ^ Lot 112.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 14/09/16. the part not surveyed was compiled in accordance with that Regulation.
---	---

<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: ..... *Strike through if inapplicable.	*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  ..... Dated: 8/2/17..... Surveyor ID: 8490..... Datum Line: X - Y..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
--	--


Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. D.P.1213005 D.P.1000708 D.P.1164839 D.P.218698  If space is insufficient continue on PLAN FORM 6A
--	--

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference:15715DP_EASE
--	-----------------------------------

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)


<p>Office Use Only</p> <p>Registered:  14.8.2017</p> <p><b>PLAN OF EASEMENT OVER PART OF LOT 112 IN D.P.1213005.</b></p> <p>Subdivision Certificate number: _____</p> <p>Date of Endorsement: _____</p>	<p>Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1231615</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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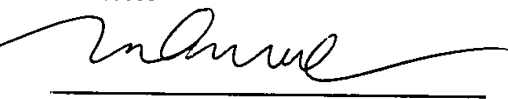
Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. Easement for <sup>Electricity</sup> ~~electrical~~ purposes variable width (B). (limited in stratum)
2. Easement for access variable width (C) & (D). (limited in stratum)

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


1. ~~Right of way W148334.~~ <sup>3-205 wide</sup>
2. ~~Easement for electrical purposes W148334~~ <sup>2 wide</sup> <sub>electricity</sub>


  
 Raymond Touma  
 Sole Director/Secretary  
 DL (Brookvale) Pty Ltd  
 ACN 607265538

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

YANNICK TRAN  
 Name of witness in full  
 52 Martin Place  
 SYDNEY NSW 2000

SIGN on behalf of  
**WESTPAC BANKING CORPORATION** by its  
 attorney(s) under power of attorney dated 17 January  
 2001 registered book 4299 no 332 in the presence of:

 Laura Lawrence  
 Level 25, Tower Two  
 International Towers Sydney  
 200 Barangaroo Avenue  
 Barangaroo NSW 2000

  
 \_\_\_\_\_  
 Signature of Agent for  
 Rob Whitfield NSW Treasury  
 Secretary (NSW Treasury's delegate  
 Secretary under delegation dated  
 24 November 2015) on behalf of  
 Alpha Distribution Ministerial  
 Holding Corporate

ANGELO KRIKETAS  
 Name of Agent in Full

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15715DP\_EASE

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**



**DP1231615 B**

(Sheet 1 of 2 sheets)

Plan of Easement over part <sup>of</sup> Lot 112 in  
 DP1213005

Full name and address of the owner of the land: DL Brookvale Pty Ltd  
 ACN 607 265 538  
 P.O. Box 42  
 Hunters Hill NSW 2110

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for <sup>electricity</sup> <del>electrical</del> purposes variable width (B) (limited in stratum)	112/1213005	Alpha Distribution Ministerial Holding Corporation <i>Ah</i>
2.	Easement for access variable width (C) & (D) (limited in stratum)	112/1213005	Alpha Distribution Ministerial Holding Corporation <i>R. T. ...</i>

~~PART 1A (Release)~~

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
<del>1.</del>	<del>Right of way <sup>5.205 wide</sup> created by W148334</del>	<del>112/1213005</del>	<del>Alpha Distribution Ministerial Holding Corporation</del>
<del>2.</del>	<del>Easement for <sup>electricity</sup> <del>electrical</del> purposes <sup>created by</sup> W148334</del>	<del>112/1213005</del>	<del>Alpha Distribution Ministerial Holding Corporation</del> <i>Ah</i>

**PART 2 (Terms)**

1. Terms of easement for electricity purposes variable width (B) numbered one in the plan

An easement for electricity purposes in the terms set out in Memorandum AK980904 filed in the office of the Land and Property Information office.

*Ah*  
*R. T. ...*

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

**DP1231615**

(Sheet 2 of 2 sheets)

Plan of Easement over part <sup>of</sup> Lot 112 in  
DP1213005

**2. Terms of easement for access variable width (C) & (D) numbered two in the plan**

An easement for access in the terms set out in Memorandum AK980904 filed in the office of the Land and Property Information office.

Signed by **DL Brookvale Pty Ltd** in accordance  
with section 127 Corporations Act 2001:

ACN: 607265538

  
Sole Director/Secretary

Raymond Touma  
Print name

~~Signed on behalf of Alpha Distribution  
Ministerial Holding Corporation by its attorney in  
the presence of:~~

Witness

Print name

Print address

Attorney

Print name




A.k.  
A

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

**DP1231615**

Sheet <sup>3 4</sup> 2 of 3 Sheets  
Plan of easements over <sup>part of</sup> Lot 112 in  
DP1213005

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation: )  
)  
)  
)  
)



) Signature of Agent for Rob Whitfield, NSW  
) Treasury Secretary (NSW Treasurer's *delegate*  
) ~~Secretary~~ under delegation dated  
) 24 November 2015), on behalf of Alpha  
) Distribution Ministerial Holding  
) Corporation



Signature of Witness

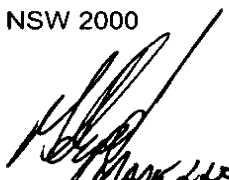
ANGELO KRIVKOTOS

Name of Agent in full

YANNICK TRAN

Name of Witness in full

52 Martin Place Sydney NSW 2000

  
SIGN on behalf of *MARK LEOP TUES 3*  
WESTPAC BANKING CORPORATION by its  
attorney(s) under power of attorney dated 17 January  
2001 registered book 4299 no 332 in the presence of:

*KL* Laura Lawrence  
Level 25, Tower Two  
International Towers Sydney  
200 Barangaroo Avenue  
Barangaroo NSW 2000




**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**


**DP1231615**

<sup>A</sup> <sup>A</sup>  
(Sheet ~~2~~ of ~~3~~ sheets)

Plan of Easement over part <sup>f</sup> Lot 112 in  
DP1213005

Signed on behalf of **Westpac Banking Corporation** by its attorney under power of attorney registered book 4299 no 332 in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Attorney

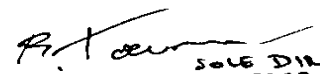
Laura Lawrence  
Print name  
Level 25, Tower Two, International Towers  
Sydney, 200 Barangaroo Avenue  
Barangaroo NSW 2000  
Print address

Mick Hoyts - Tice 3  
Print name

REGISTERED  14.8.2017



Signed by DL Brookvale  
pty Ltd ACN 607 265  
538

  
SOLE DIRECTOR /  
SECRETARY

Form: 07L  
Release: 4-0

**LEASE**  
New South Wales  
Real Property Act 1900



**AM376323W**

**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.

**STAMP DUTY**

Office of State Revenue use only

**TORRENS TITLE**

Property leased  
Certificate of Title 112/1213005  
  
PART being the premises shown as "E" on Deposited Plan 1231615

10/15/17  
BRAIN HOLDINGS ACCOUNTANTS & ANIMAL

**(B) LODGED BY**

Document Collection Box 654X	Name, Address or DX, Telephone, and Customer Account Number if any  <b>M J ARMSTRONG &amp; CO - DENTONS</b> <b>654X LPP:131317K</b> Reference: <u>36435223</u> DENTONS: 347556	CODE  <b>L</b>
------------------------------------	--	----------------------

**(C) LESSOR RELOADED**  
  
28 JUL 17  
  
TIME 3:10

DL Brookvale Pty Ltd  
ABN 58 468 942 058

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

**(E) LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION  
ABN 67 505 337 385  
  
**TENANCY:**

- (G) 1. **TERM** 50 years
- 2. **COMMENCING DATE** 9. 2. 2017
- 3. **TERMINATING DATE** 8. 2. 2067
- 4. With an **OPTION TO RENEW** for a period of 25 years  
set out in clause 29 of Memorandum AK980904
- 5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
- 8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900 No. AK980904
- 9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

CT PROD. 426 FOR THIS L.

415/17.

R7098

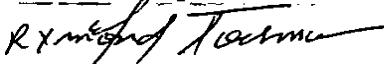
*[Handwritten signatures and initials]*  
R.O

**DATE** \_\_\_\_\_

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

Corporation: DL Brookvale Pty Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

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

Name of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Office held: Raymond Touma  
Sole Director/Secretary

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

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.  
[See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

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

Signature of attorney: \_\_\_\_\_

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

Attorney's name: \_\_\_\_\_

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

Signing on behalf of: See Annexure A

Power of attorney-Book: \_\_\_\_\_

-No.: \_\_\_\_\_

(I) **STATUTORY DECLARATION\***

I \_\_\_\_\_  
solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_  
in the presence of \_\_\_\_\_ of \_\_\_\_\_

Justice of the Peace  Practising Solicitor  Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_

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

Signature of applicant: \_\_\_\_\_

\* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

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

 R.D.

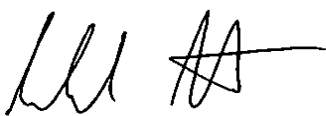
Annexure **A** to LEASE

Parties:

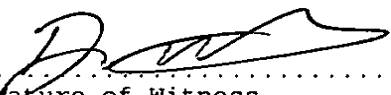
DL Brookvale Pty Ltd and Alpha Distribution Ministerial Holding Corporation

Dated

Signed sealed and delivered for and on )  
behalf of Alpha Distribution Ministerial )  
Holding Corporation: )



) .....  
) Signature of Agent for Rob Whitfield,  
) NSW Treasury Secretary (NSW Treasurer's *delegate*  
) ~~Secretary~~ under delegation dated  
) 24 November 2015), on behalf of Alpha  
) Distribution Ministerial Holding  
) Corporation



.....  
Signature of Witness

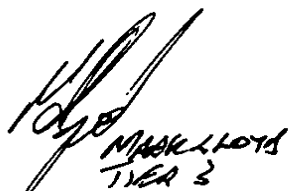
Richard Dent

.....  
Name of Agent in full

*DAMIEN MARK HUGHES*

.....  
Name of Witness in full

52 Martin Place Sydney NSW 2000

  
*MARK LLOYD  
1/1/13*

**SIGN** on behalf of  
**WESTPAC BANKING CORPORATION** by its  
attorney(s) under power of attorney dated 17 January  
2001 registered book 4299 no 332 in the presence of:

*RL* *Laura Lawrence*  
*Level 25, Tower Two*  
*International Towers Sydney*  
*200 Barangaroo Avenue*  
*Barangaroo NSW 2000*



FILM WITH AM376323  
sparke  
HELMORE  
LAWYERS

16 January 2017

The Registrar General  
Land and Property Information  
Queens Square  
Sydney NSW 2000

Dear Sir

**Ausgrid acquisition of lease from DL Brookvale Pty Ltd**  
**Property: 23 Roger Street, Brookvale**  
**Caveat No.: AK945640**  
**Our ref: HEM/AUS096-01097**

We act for Ausgrid and on behalf of Ausgrid lodged caveat AK945640 to protect Ausgrid's interest under a Deed of Agreement for Lease.

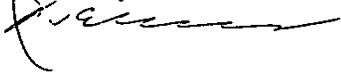
We are instructed to consent to the registration of the following:

- 1 A lease in favour of Ausgrid;
- 2 An easement plan prepared by Adam Clerke (surveyor's reference 15715DP\_EASE) and the accompanying s 88B instrument.

Caveat AK945640 should remain on the title on the registration of a lease in favour of Ausgrid.

If you require any additional information please contact our office.

Yours faithfully



Contact:  
Helen Murray, Special Counsel  
t: +61 2 4924 7228  
e: helen.murray@sparke.com.au

Chairman & Partner responsible:  
Mark Hickey  
e: mark.hickey@sparke.com.au

**Newcastle**

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300  
PO Box 812, Newcastle NSW 2300  
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au  
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEM\JBF\53981363\1

Form: 13PC  
Release: 3-1

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



**AN410284T**

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

(A) **TORRENS TITLE** 112/1213005

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOURNA P.O. BOX 42 HUNTERS HILL 2110 - 0418242202	CODE <b>PC</b>
	Reference:	

(C) **REGISTERED PROPRIETOR**  
*R. Tourna*  
Of the above land  
DL/Brookvale Pty Ltd ACN 607 265 538

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AM10662	Westpac banking Corporation

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Northern Beaches Council

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

**DATE**

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

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

Signature of witness: *[Signature]*  
Name of witness: GERAINT BREESE  
Address of witness: 40 NORTHERN BEACHES COUNCIL  
725 PATTWATER RD DEEWLY

Signature of authorised officer: *[Signature]*  
Name of authorised officer: PAUL DAVID  
Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

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

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

Company:  
Authority:

Signature of authorised person: *[Signature]* Signature of authorised person:  
Name of authorised person: RAYMOND TOURNA Name of authorised person:  
Office held: Sole DIRECTOR / sec Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AM10662, agrees to be bound by this positive covenant.

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

Signature of witness: Signature of mortgagee:

Name of witness:

Address of witness:

## Annexure 'A'

### Terms of Positive Covenant

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

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



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

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

For the purposes of this covenant:


Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No: DA2014/1125 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify the positive covenant referred to:

**NORTHERN BEACHES COUNCIL**

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

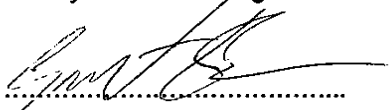


Signature of delegate

PAUL DAVID

Name of delegate

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



Signature of Witness

GERAINT BREEZE

Name of Witness

110 NORTHERN BEACHES COUNCIL  
725 PITTWATER RD DEE WHY

SIGNED SEALED AND DELIVERED  
for and on behalf of ST. GEORGE  
BANK - A DIVISION OF WESTPAC  
BANKING CORPORATION ABN 33  
007 0457 141 by its attorney under power  
of attorney dated 17 January 2001  
registration No. 332 Book 4299 in the

) By executing this document the attorney  
) states that they have received no notice  
) of revocation of the power of attorney

Address of Witness

Presence of:



Witness (signature)

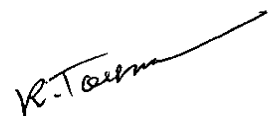
CHRIS VAN DE GEYN  
Name of Witness (Print)

ATTORNEY

Name: JOHN CHEAH

Tier: 3

Date: 8/6/2018





AN410285R

Form: 13PC  
Release: 3-1

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

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

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

(A) **TORRENS TITLE** 112/1213005

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOUMA PO BOX 42 HUNTERS HILL 2110 0418242202 Reference:	CODE <b>PC</b>
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(C) **REGISTERED PROPRIETOR**  
*R. Touma*  
Of the above land  
DL/Brookvale Pty Ltd ACN 607 265 538

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AM10662	Westpac Banking Corporaton

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Northern Beaches Council

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

**DATE**

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

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

Signature of witness: *PD*  
Name of witness: PAUL DAVID  
Address of witness: 725 PITTWATER ROAD  
DEE WHY NSW 2099

Signature of authorised officer: *[Signature]*  
Name of authorised officer: SEAN KHOO  
Position of authorised officer: ACTING PRINCIPAL ENGINEER,  
MAJOR DEVELOPMENTS

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

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

Signature of authorised person: *[Signature]*  
Name of authorised person: RAYMOND TOUMA  
Office held: Sales Director/Sec

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

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AM10662, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Signature of mortgagee:  
Name of witness:  
Address of witness:

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

**Annexure 'A'**

**THIS IS ANNEXURE "A" TO A POSITIVE COVENANT IMPOSED BY NORTHERN BEACHES COUNCIL UPON THE LAND DESCRIBED IN CERTIFICATE OF TITLE FOLIO IDENTIFIER 112/1213005 BY INSTRUMENT DATED THE DAY OF YEAR**

- .....
1. In this Covenant the expressions defined in this clause shall have the meanings as described to them unless the context otherwise requires:  
Community Scheme means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act. Contractor means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority. Land Burdened means the land described in Certificate of Title Folio Identifier, Prescribed Authority means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened. Owners corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be. Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.
  2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for:
    - a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;
    - b. the delivery, removal, inspection and repair of Waste containers.
  3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.

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

*R. T. ...*

4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at New South Wales Land Registry Services ("LRS") including obtaining the production of the Certificate of Title of the Land Burdened at LRS to enable registration at such office of this covenant.
8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

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

**NORTHERN BEACHES COUNCIL**

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

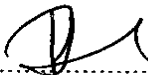
  
.....

Signature of delegate

SEAN KHOO  
.....

Name of delegate

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

  
.....

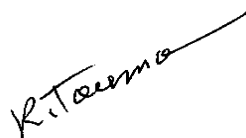
Signature of Witness

PAUL DAVID  
.....

Name of Witness

725 PITZWATER ROAD, DEE WHY NSW 2099

Address of Witness



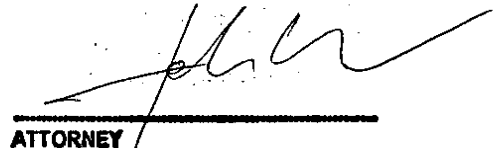
Annexure B

SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
for and on behalf of ST.GEORGE ) states that they have received no notice  
BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
BANKING CORPORATION ABN 33 )  
007 0457 141 by its attorney under power )  
of attorney dated 17 January 2001 )  
registration No. 332 Book 4299 in the )

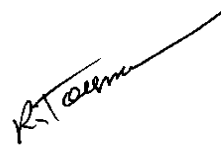
Presence of:

Chris Geyn  
Witness (signature)

CHRIS VAN DE GEYN  
Name of Witness (Print)



ATTORNEY  
Name: JOHN CAHALAN  
Tier: 3  
Date: 8/6/2018





Form: 13RPA  
Release: 3-1

# RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

# AN410286P

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

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

(A) **TORRENS TITLE**

112/1213005

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOURNA PO. BOX 42 HUNTERS HILL 2110 0418 242 202	CODE <b>RV</b>
	Reference:	

(C) **REGISTERED PROPRIETOR**  
*R. Tourn*

Of the above land  
DL Brookvale Pty Ltd ACN 607 265 538

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AM10662	Westpac Banking Corpertaion

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
Northern Beaches Council

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

**DATE**

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

Signature of witness: *[Signature]*  
 Name of witness: **GERAENT BREESE**  
 Address of witness: **C/O NORTHERN BEACHES COUNCIL 725 PITTWATER RD DEE WHY**

Signature of authorised officer: *[Signature]*  
 Name of authorised officer: **PAUL DAVID**  
 Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

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

Company: DL ~~Newport~~ Pty Ltd ACN ~~150 334 866~~  
Authority: **(BROOKVALE) 607 265 538**

Signature of authorised person: *[Signature]*  
 Name of authorised person: **RAYMOND TOURNA**  
 Office held: **SEC D IRECTOR / SEC**

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

(H) The mortgagee under mortgage No. AM10662 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

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

Signature of mortgagee:

*R. Tourn*

**Annexure 'A'**

**Terms of Restriction on the Use of Land**

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

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

For the purposes of this covenant:

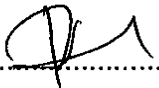
Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No: DA2014/1125 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify the restriction referred to:

**NORTHERN BEACHES COUNCIL**

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

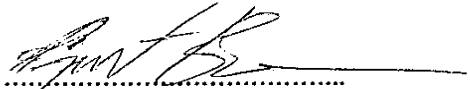
  
.....

Signature of delegate

PAUL DAVID  
.....

Name of delegate

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

  
.....

Signature of Witness

GERAINT BREESE  
.....

Name of Witness

c/o NORTHERN BEACHES COUNCIL  
725 PITTWATER RD DEE WHY  
.....

Address of Witness



Annexure B

SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
for and on behalf of ST.GEORGE ) states that they have received no notice  
BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
BANKING CORPORATION ABN 33 )  
007 0457 141 by its attorney under power )  
of attorney dated 17 January 2001 )  
registration No. 332 Book 4299 in the )

Presence of:

*Chris van de Beyn*

Witness (signature)

CHRIS VAN DE BEYN

Name of Witness (Print)

*John Cheam*

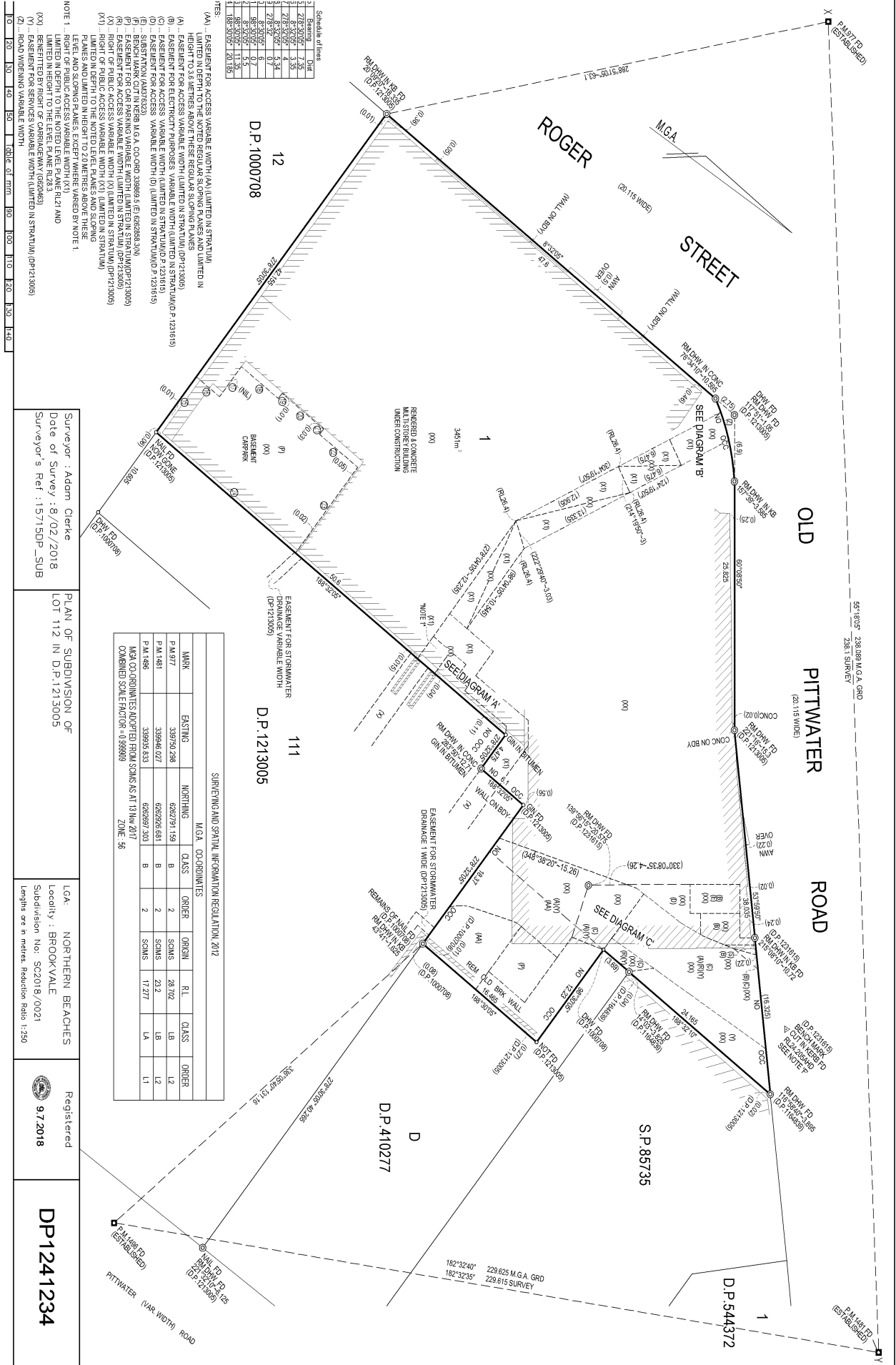
ATTORNEY

Name: JOHN CHEAM

Tier: 3

Date: 8/6/2018

*R. T. Allen*



Surveyor: Adam Clarke  
Date of Survey: 8/02/2018  
Surveyor's Ref: 15715DP SUB

PLAN OF SUBDIVISION OF LOT 112 IN D.P. 1213005

LGA: NORTHERN BEACHES  
Locality: BROOKVALE  
Subdivision No: SC2018/0021  
Lengths are in metres. Reduction Ratio: 1:250

Registered  
9.7.2018

DP1241234

No	Beating	Dist	Road	Asc
1	47/45/50	3.63	15/30/32-325	
2	47/45/50	3.63	15/30/32-325	
3	231/20/35	4.37	25/31/2-253	

No	20	30	40	50	60	70	80	90	100	110	120	130	140
TABLE OF DIMENSIONS													

No	Beating	Dist	Road	Asc
1	47/45/50	3.63	15/30/32-325	
2	47/45/50	3.63	15/30/32-325	
3	231/20/35	4.37	25/31/2-253	

Surveyor	Date of Survey
Adam Clerke	8/02/2018
Surveyor's Ref	15715DP_SUB

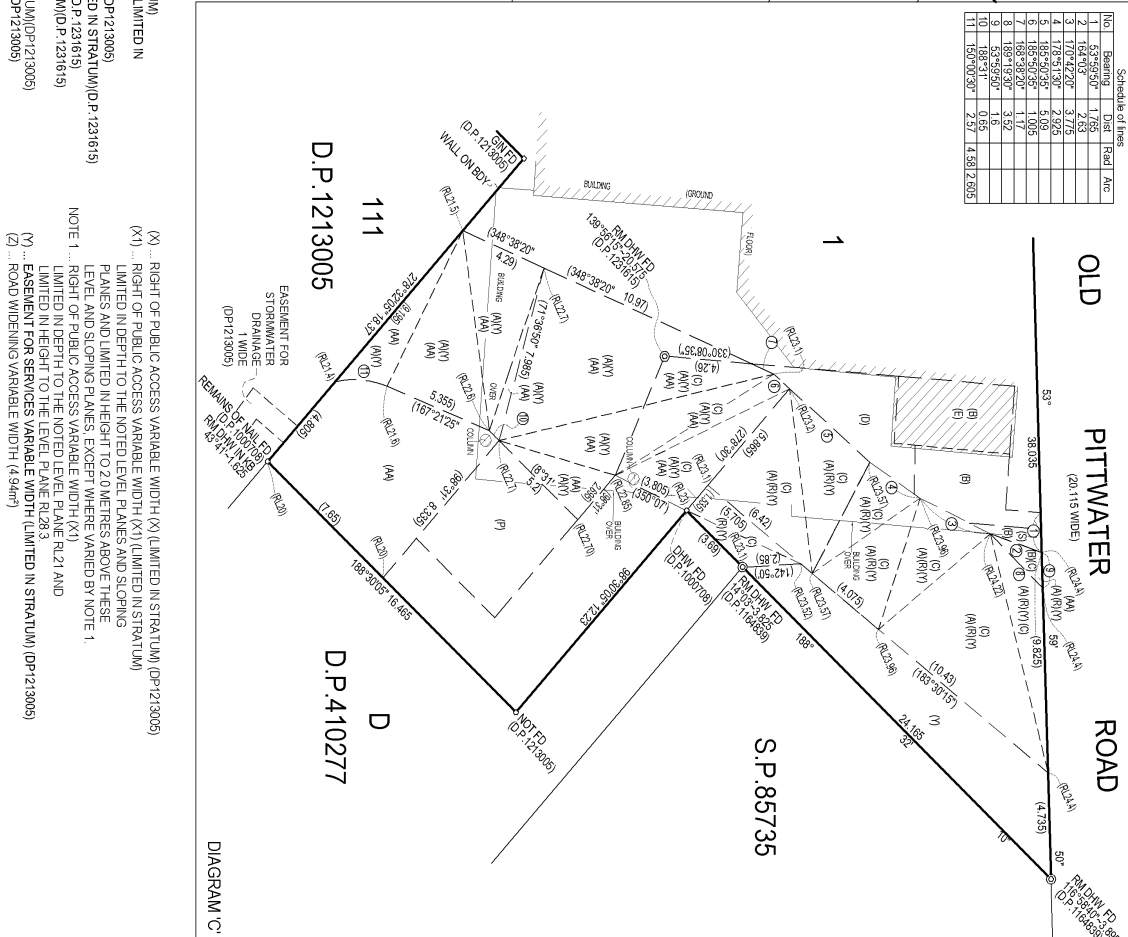
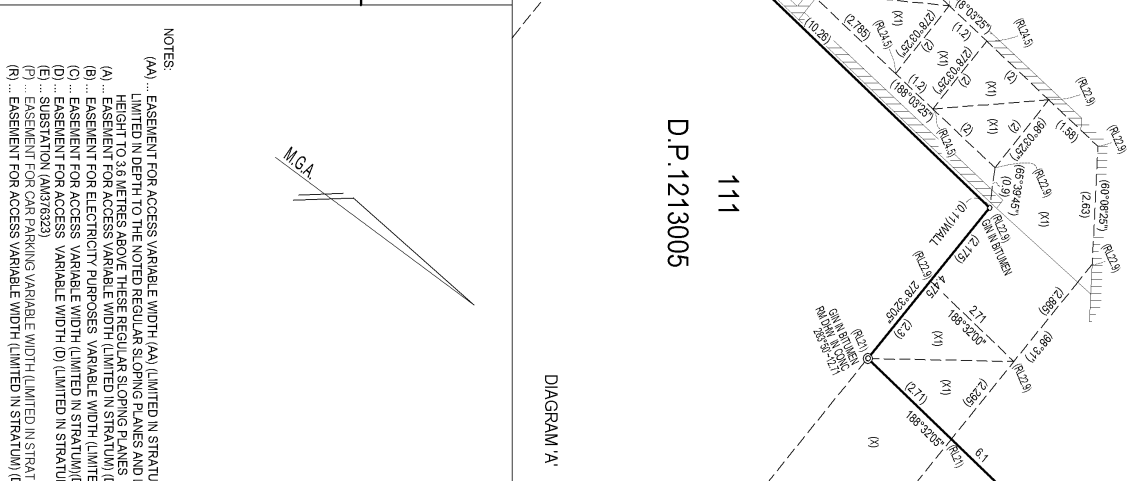
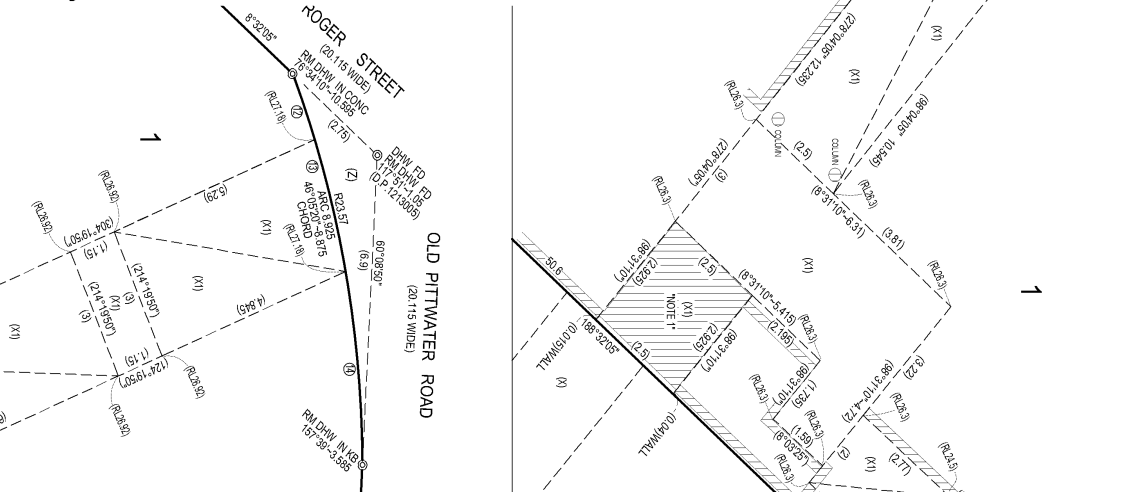
PLAN OF SUBDIVISION OF LOT 112 IN D.P. 1213005
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LGA	Locality
NORTHERN BEACHES	BROOKVALE
Subdivision No	SC2018/0021
Lengths are in metres. Reduction Ratio: 1:150	

Registered
9 7 2018

DP1241234
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DP1241234
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NOTES

(A) ... EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 3.6 METRES ABOVE THESE REGULAR SLOPING PLANES

(B) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(C) ... EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1231615)

(D) ... EASEMENT FOR ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM) (DP1231615)

(E) ... SUBSTATION (AM97822)

(F) ... EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(G) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(H) ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X) (LIMITED IN STRATUM) (DP1213005)

(X1) ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X1) (LIMITED IN STRATUM) LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND SLOPING PLANES AND LIMITED IN HEIGHT TO 2.0 METRES ABOVE THESE LEVEL AND SLOPING PLANES EXCEPT WHERE VARYED BY NOTE 1

NOTE 1 ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X1) LIMITED IN DEPTH TO THE NOTED LEVEL PLANE RL21 AND LIMITED IN HEIGHT TO THE NOTED LEVEL PLANE RL23

(Y) ... EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(Z) ... ROAD WIDENING VARIABLE WIDTH (4.94m<sup>2</sup>)

NOTES

(A) ... EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 3.6 METRES ABOVE THESE REGULAR SLOPING PLANES

(B) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(C) ... EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1231615)

(D) ... EASEMENT FOR ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM) (DP1231615)

(E) ... SUBSTATION (AM97822)

(F) ... EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

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NOTE 1 ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X1) LIMITED IN DEPTH TO THE NOTED LEVEL PLANE RL21 AND LIMITED IN HEIGHT TO THE NOTED LEVEL PLANE RL23

(Y) ... EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(Z) ... ROAD WIDENING VARIABLE WIDTH (4.94m<sup>2</sup>)

NOTES

(A) ... EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES AND LIMITED IN HEIGHT TO 3.6 METRES ABOVE THESE REGULAR SLOPING PLANES

(B) ... EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(C) ... EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1231615)

(D) ... EASEMENT FOR ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM) (DP1231615)

(E) ... SUBSTATION (AM97822)

(F) ... EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

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NOTE 1 ... RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (X1) LIMITED IN DEPTH TO THE NOTED LEVEL PLANE RL21 AND LIMITED IN HEIGHT TO THE NOTED LEVEL PLANE RL23

(Y) ... EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)

(Z) ... ROAD WIDENING VARIABLE WIDTH (4.94m<sup>2</sup>)

No	Beating	Dist	Road	Asc
1	53/49/50	1.65		
2	16/4/0	2.63		
3	17/4/20	3.75		
4	18/4/20	4.87		
5	18/4/20	5.99		
6	18/4/20	7.11		
7	18/4/20	8.23		
8	18/4/20	9.35		
9	18/4/20	10.47		
10	18/4/20	11.59		
11	18/4/20	12.71		


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)


Registered:  9.7.2018 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1241234</h1>
<b>PLAN OF SUBDIVISION OF LOT 112 IN D.P.1213005</b>	LGA: Northern Beaches Locality: Brookvale Parish: Manly Cove County: Cumberland
<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: ..... Date: ..... File Number: ..... Office: .....	<p style="text-align: center;">Survey Certificate</p> I, Adam Clerke ..... of Adam Clerke Surveyors Pty Ltd ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on 8/02/2018 ..... *(b) The part of the land shown in the plan ("being" excluding ^ Lot ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: ..... Dated: 7/2/18. Surveyor ID: 8490 ..... Datum Line: X-Y ..... Type: *Urban/*Rural The terrain is *Level-Undulating / *Sloep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<p style="text-align: center;">Subdivision Certificate</p> I, <b>PAUL J M I D</b> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road on reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: <b>NORTHERN BEACHES COUNCIL</b> Date of endorsement: <b>28/05/2018</b> Subdivision Certificate number: <b>SC 2018/0021</b> File number: <b>DA 2014/1125</b> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. D.P.1213005 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD,	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference:15715DP_SUB

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of <sup>A</sup> 8 sheet(s)

Office Use Only Registered:  9.7.2018 PLAN OF SUBDIVISION OF LOT 112 IN D.P.1213005 Subdivision Certificate number: <u>SC 2018/0021</u> Date of Endorsement: <u>28/05/2018</u>	Office Use Only <h1 style="text-align: center;">DP1241234</h1> This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
--	---

Lot	Street Number	Street Name	Street Type	Locality
1	na	na	na	Brookvale
2	na	na	na	Brookvale

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

1. Easement for access variable width (AA) (Limited in stratum)
2. Right of public access variable width (X1) (Limited in stratum)

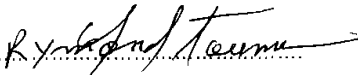
Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to release:

1. ~~Part of~~ right of public access variable width (X) (Limited in stratum) (D.P.1213005)
2. Easement for signage variable width (S) (Limited in stratum) (D.P.1213005)

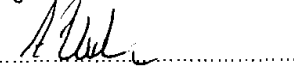
Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:

Raymond Touma

.....  
 Name of Sole Director/Secretary

  
 Signature

ADAM CLENKE  
 Name and address of witness

  
 Signature of witness

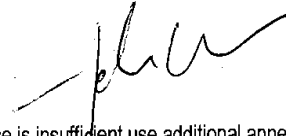
38 KEVIN AVENUE, AVALON BEACH 2106

**SIGNED SEALED AND DELIVERED** ) By executing this document the attorney  
 for and on behalf of ST.GEORGE ) states that they have received no notice  
 BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
 BANKING CORPORATION ABN 33 )  
 607 0457 141 by its attorney under power )  
 of attorney dated 17 January 2001 )  
 registration No. 332 Book 4299 in the )

Presence of: 

If space is insufficient use additional annexure sheet

ADDRESS OF WITNESS:  
 LEVEL 25, T2, 200  
 BARANGAROO AVE  
 SYDNEY 2000

Witness (signature)  ATTORNEY  
 Surveyor's Reference: 15715DP\_SUB Name: JOHN CLEAH

CHRIS VAN DE GEYN  
 Name of Witness (Print)

Tier: 3  
 Date: 8/6/2018

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet <u>3</u> of <u>4</u> sheet(s)
<p>Registered:  9.7.2018</p> <p><b>PLAN OF SUBDIVISION OF LOT 112 IN D.P.1213005</b></p> <p>Subdivision Certificate number: <u>SC 2018/0021</u></p> <p>Date of Endorsement: <u>28/05/2018</u></p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1241234</h1> <p>Office Use Only</p>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>		
<p>Executed by Prowl Pty Limited (ACN 083 739 851) in accordance with section 127 of the Corporations Act 2001 by:</p>		
<p><u>Richard C Kelly</u></p> <p>Name of Sole Director</p>	<p></p> <p>Signature</p>	
<p><del><u>Richard C Kelly</u></del></p> <p><del>Name and address of witness</del></p>	<p><del></del></p> <p><del>Signature of witness</del></p>	
<p><u>RICHARD C KELLY - DIRECTOR</u> DIRECTOR</p> <p><u>SIGNING ON BEHALF OF RICHARD JOHN KELLY</u></p> <p><u>POWER OF ATTORNEY : BOOK 4594 No.520</u></p>	<p><u>Penrose</u></p> <p>SIGNATURE OF WITNESS</p> <p><u>Sarah Penrose</u></p> <p>NAME OF WITNESS</p> <p><u>4 Kellys way,</u></p> <p><u>Oxford Falls</u></p> <p>ADDRESS OF WITNESS</p>	
<p>Name of Sole Director/Secretary</p> <p><u>RICHARD C KELLY - DIRECTOR</u> DIRECTOR</p> <p><u>SIGNING ON BEHALF OF JOHN WILLIAM KELLY</u></p> <p><u>POWER OF ATTORNEY : BOOK 4594 No.520</u></p>	<p><del></del></p> <p><del>Signature of witness</del></p> <p><u>Penrose</u></p> <p>SIGNATURE OF WITNESS</p> <p><u>Sarah Penrose</u></p> <p>NAME OF WITNESS</p> <p><u>4 Kellys way,</u></p> <p><u>Oxford Falls</u></p> <p>ADDRESS OF WITNESS</p>	
<p>Name and address of witness</p>	<p><del>Signature of witness</del></p>	
<p>SIGNED SEALED AND DELIVERED for and on behalf of ST.GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 00 0457 141 by its attorney under power of attorney dated 17 January 2001 registration No. 332 Book 4299 in the Presence of:</p>	<p>By executing this document the attorney states that they have received no notice of revocation of the power of attorney</p>	
<p></p> <p>Witness (signature)</p>	<p><u>Edwin Jaw</u></p> <p>ATTORNEY</p> <p>Name: <u>EDWIN JAW</u></p> <p>Tier: <u>3 Power of Attorney</u></p> <p>Date: <u>5th June 2018</u></p>	<p></p> <p>Richard Charles Kelly</p> <p>Pursuant to Registered Power of Attorney Book 4594 No. 520</p> <p>ADDRESS OF WITNESS:                  LEVEL 2S, T2, 200                  BARANGAROO AVE                  SYDNEY 2000</p>
<p><u>Scott Buffier</u></p> <p>Name of Witness (Print)</p>	<p>If space is insufficient use additional annexure sheet</p>	
<p>Surveyor's Reference: 15715DP_SUB</p>		

AMENDMENT ATTESTED TO

21/7/18

ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

Registered:  9.7.2018

Office Use Only

Office Use Only

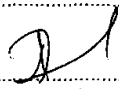
PLAN OF SUBDIVISION OF LOT 112 IN  
D.P.1213005

DP1241234

Subdivision Certificate number: SC 2018/0021  
Date of Endorsement: 28/05/2018

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Northern Beaches Council by its authorised delegate pursuant to s.377 Local Government Act 1993

  
.....  
Signature of delegate

PAUL DAVID  
.....  
Name of delegate

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

  
.....  
Signature of Witness

GERAINT BREESE  
.....  
Name of Witness

40 NORTHERN BEACHES COUNCIL 725 PITWATER RD DEE WHF.  
.....  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15715DP\_SUB



**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of <sup>5</sup> sheets)

**Plan: DP1241234**

**PLAN OF SUBDIVISION OF LOT 112 IN  
 D.P.1213005  
 SUBDIVISION CERT.: SC 2018/0021  
 DATED 28/05/2018**

**Full Name and Address of the Registered  
 Proprietor of the Land:**

DL Brookvale Pty Ltd  
~~P.O. Box 42, Hunters Hill NSW 2110.~~  
 225-227 VICTORIA ROAD  
 GLADESVILLE NSW 2111

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for access variable width (AA) (Limited in stratum)	<del>Lot 112 in D.P.1213005</del> Lot 1	Lot D in D.P.410277
2.	Right of public access variable width (X1) (Limited in stratum)	<del>Lot 112 in D.P.1213005</del> Lot 1	Northern Beaches Council

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	<del>Part of</del> right of public access variable width (X) (Limited in stratum) (D.P.1213005)	Lot 112 in D.P.1213005	Northern Beaches Council
2.	Easement for signage variable width (S) (Limited in stratum) (D.P.1213005)	Lot 112 in D.P.1213005	Lot 111 in D.P.1213005

AMENDMENT ATTESTED TO

*R. J. Toomey*  
 2/7/18



*R. J. Toomey*

(Sheet 2 of <sup>5</sup> sheets)

Plan:

**DP1241234**

**PLAN OF SUBDIVISION OF LOT 112 IN  
D.P.1213005.**

**SUBDIVISION CERT: SC 2018/0021  
DATED 28/05/2018**

**PART 2 (Terms)**

**TERMS OF EASEMENT FOR ACCESS FIRSTLY REFERRED TO IN 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 that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

The owner of the dominant tenement (Lot D in Deposited Plan 410277) must at its cost undertake:

- (a) The clearing and removing of the flower box within the easement at the time of creation of this easement;
- (b) Any works to create the access way; and
- (c) Any and all required maintenance works to keep the easement site in good repair and condition.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: The registered proprietor of Lot D in Deposited Plan 410277.

**TERMS OF EASEMENT FOR ACCESS SECONDLY REFERRED TO IN 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 that person, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: Northern Beaches Council.



*R. Taerna*

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

**DP1241234**

(Sheet 3 of <sup>5</sup> sheets)

**Plan:**

**PLAN OF SUBDIVISION OF LOT 112 IN  
D.P.1213005  
SUBDIVISION CERT.: SC 2018/0021  
DATED 28/05/2018**

Executed by DL Brookvale Pty Ltd (ACN 607 265 538) in accordance with section 127 of the Corporations Act 2001 by:

RAYMOND TOUNA  
Name of Sole Director/Secretary

[Signature]  
Signature

ADAM CLEWIE  
Name and address of witness

[Signature]  
Signature of witness

38 KEVIN AVENUE ANALON BEACH 2106

**NORTHERN BEACHES  
COUNCIL**  
[Signature]  
Authorised Person

**SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
for and on behalf of ST.GEORGE ) states that they have received no notice  
BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
BANKING CORPORATION ABN 33 )  
007 0457 141 by its attorney under power )  
of attorney dated 17 January 2001 )  
registration No. 332 Book 4299 in the )  
Presence of:**

[Signature]  
Witness (signature)

CHRIS VAN DE GEYN  
Name of Witness (Print)

[Signature]  
**ATTORNEY**  
Name: JOHN CHEAH  
Tier: 3  
Date: 8/6/2018

**ADDRESS OF WITNESS:  
LEVEL 25, T2, 200  
BARANGAROO AVE.  
SYDNEY 2000.**

(Sheet <sup>4</sup> of ~~8~~ sheets)

Plan: **DP1241234**

PLAN OF SUBDIVISION OF LOT 112 IN  
D.P.1213005.  
SUBDIVISION CERT SC 2018/0621  
DATED 28/05/2018

Executed by Prowl Pty Limited (ACN 083 739 851) in accordance with section 127 of the Corporations Act 2001 by:

Richard C Kelly  
Name of Sole Director

[Signature]  
Signature

Richard C Kelly  
~~Name and address of witness~~

[Signature]  
~~Signature of witness~~

RICHARD CHARLES KELLY - DIRECTOR  
SIGNING OF BEHALF OF RICHARD JOHN KELLY DIRECTOR  
POWER OF ATTORNEY : BOOK 4594 No. 520

Penrose  
SIGNATURE OF WITNESS

Sarah Penrose  
NAME OF WITNESS  
4 Kellys way,  
Oxford falls NSW  
ADDRESS OF WITNESS

Richard C Kelly  
~~Name of Sole Director/Secretary~~

[Signature]  
~~Signature~~

[Signature]  
~~Name and address of witness~~

[Signature]  
~~Signature of witness~~

RICHARD CHARLES KELLY - DIRECTOR  
SIGNING OF BEHALF OF JOHN WILLIAM KELLY DIRECTOR  
POWER OF ATTORNEY : BOOK 4594 No. 520

Penrose  
SIGNATURE OF WITNESS

Sarah Penrose  
NAME OF WITNESS  
4 Kellys way,  
Oxford falls NSW  
ADDRESS OF WITNESS

SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
for and on behalf of ST.GEORGE ) states that they have received no notice  
BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
BANKING CORPORATION ABN 33 )  
007 0457 141 by its attorney under power )  
of attorney dated 17 January 2001 )  
registration No. 332 Book 4299 In the )

Presence of: [Signature]  
Witness( signature)

Edwin Jew  
ATTORNEY

Scott Butler  
Name of Witness ( Print)

Name: EDWIN JEW  
Tier: 3 Power of Attorney  
Date: 5<sup>th</sup> June 2018

ADDRESS OF WITNESS:  
LEVEL 25, T2, 200  
BARANGAROO AVE  
SYDNEY 2000

[Signature]  
Richard Charles Kelly  
Pursuant to Registered Power of Attorney  
Book 4594 No. 520

NORTHERN BEACHES  
COUNCIL  
[Signature]  
Authorised Person

AMENDMENTS ATTESTED TO  
[Signature]  
2/7/18

(Sheet <sup>5</sup> of <sup>5</sup> sheets)

Plan: **DP1241234**

PLAN OF SUBDIVISION OF LOT 112 IN  
D.P.1213005.  
SUBDIVISION CERT ~~NO~~ 2018(002)  
DATED 28/05/2018

Northern Beaches Council by its authorised delegate pursuant to s.377 Local Government Act 1993

*[Handwritten Signature]*

Signature of delegate

PAUL DAVID

Name of delegate

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

*[Handwritten Signature]*

Signature of Witness

GERAINE BREESE

Name of Witness

40 NORTHERN BEACHES COUNCIL, 725 PITWATER RD

Address of Witness

DEE WHY

*[Handwritten Signature]*

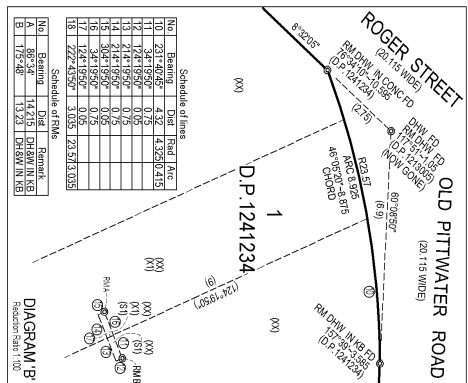
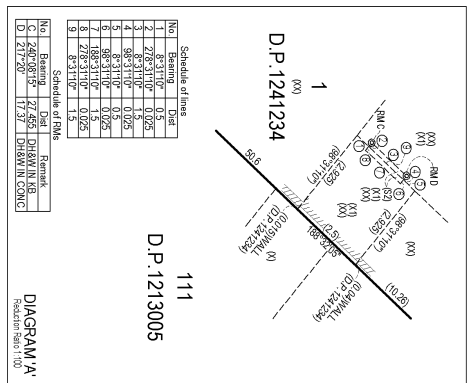
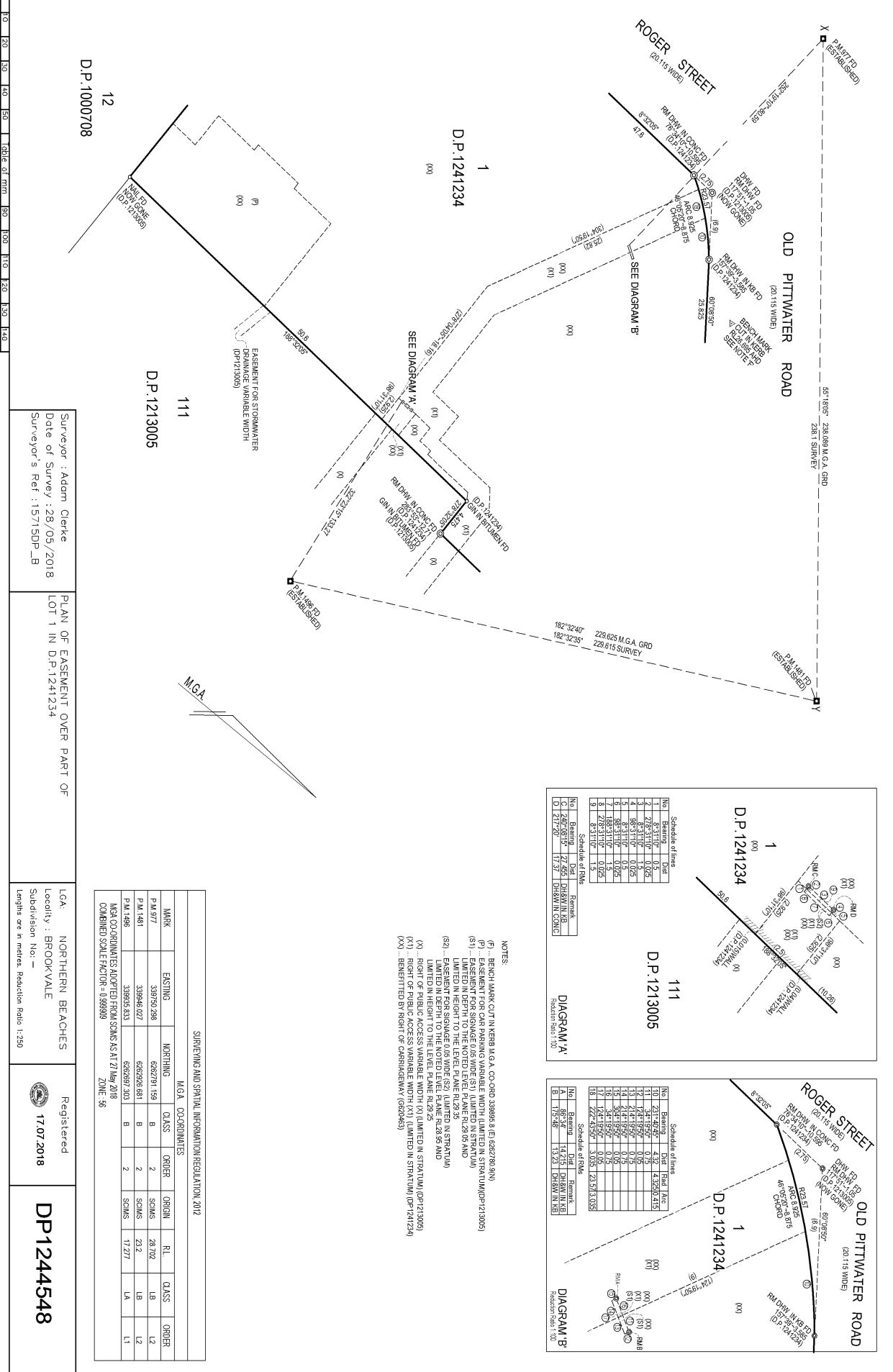
PLAN FORM 2 (A2)

DP1244548

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN

Sheet 1 of 1 sheets



NOTES  
 (F) - BENCH MARK CUT-IN KERB M.G.A. CO-ORD. 33985.6 (E) 62627.98 (N)  
 (P) - EASEMENT FOR CAR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (DP1213005)  
 (S1) - EASEMENT FOR STORAGE 0.05 WIDE (S1) (LIMITED IN STRATUM)  
 (S2) - EASEMENT FOR STORAGE 0.05 WIDE (S2) (LIMITED IN STRATUM)  
 (S3) - EASEMENT FOR STORAGE 0.05 WIDE (S3) (LIMITED IN STRATUM)  
 (S4) - EASEMENT FOR STORAGE 0.05 WIDE (S4) (LIMITED IN STRATUM)  
 (S5) - EASEMENT FOR STORAGE 0.05 WIDE (S5) (LIMITED IN STRATUM)  
 (S6) - EASEMENT FOR STORAGE 0.05 WIDE (S6) (LIMITED IN STRATUM)  
 (S7) - EASEMENT FOR STORAGE 0.05 WIDE (S7) (LIMITED IN STRATUM)  
 (S8) - EASEMENT FOR STORAGE 0.05 WIDE (S8) (LIMITED IN STRATUM)  
 (S9) - EASEMENT FOR STORAGE 0.05 WIDE (S9) (LIMITED IN STRATUM)  
 (S10) - EASEMENT FOR STORAGE 0.05 WIDE (S10) (LIMITED IN STRATUM)  
 (S11) - EASEMENT FOR STORAGE 0.05 WIDE (S11) (LIMITED IN STRATUM)  
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 (S97) - EASEMENT FOR STORAGE 0.05 WIDE (S97) (LIMITED IN STRATUM)  
 (S98) - EASEMENT FOR STORAGE 0.05 WIDE (S98) (LIMITED IN STRATUM)  
 (S99) - EASEMENT FOR STORAGE 0.05 WIDE (S99) (LIMITED IN STRATUM)  
 (S100) - EASEMENT FOR STORAGE 0.05 WIDE (S100) (LIMITED IN STRATUM)

Surveyor: Adam Clerke  
 Date of Survey: 28/05/2018  
 Surveyor's Ref: 15715DP\_B

PLAN OF EASEMENT OVER PART OF  
 LOT 1 IN D.P. 1241234

LGA: NORTHERN BEACHES  
 Locality: BROOKVALE  
 Subdivision No: -  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 17.07.2018

DP1244548

MARK	EASTING	NORTHING	CLASS	ORDER	ORIGIN	R.I.	CLASS	ORDER
P.M 977	339750.286	62627.981159	B	2	SCMS	28.702	LB	1,2
P.M 1481	339846.027	62629.06881	B	2	SCMS	23.2	LB	1,2
P.M 1486	339825.833	62628.97203	B	2	SCMS	17.277	LA	1,1

ZONE	SCALE FACTOR
46	0.99999


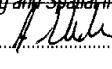
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)


<p>Registered:  17.07.2018                  Title System: TORRENS                  Purpose: EASEMENT</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1244548</p> <p>Office Use Only</p>
<p><b>PLAN OF EASEMENT OVER PART OF LOT 1 IN D.P.1241234</b></p>	<p>LGA: Northern Beaches                  Locality: Brookvale                  Parish: Manly Cove                  County: Cumberland</p>
<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p>	<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, Adam Clerke .....                  of Adam Clerke Surveyors Pty Ltd .....                  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on 28/5/2018</p> <p>*(b) The part of the land shown in the plan (<del>being</del><sup>excluding</sup> Lot ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.</p>
<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, .....                  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....                  Accreditation number: .....                  Consent Authority: .....                  Date of endorsement: .....                  Subdivision Certificate number: .....                  File number: .....</p> <p>*Strike through if inapplicable.</p>	<p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 29/5/18                  Surveyor ID: 8490 .....                  Datum Line: X-Y .....                  Type: *Urban/*Rural                  The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.                  *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used in the preparation of survey/compilation.                  D.P.1213005                  D.P. 1241234</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference:15715DP_B</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  17.07.2018</p> <p><b>PLAN OF EASEMENT OVER PART OF LOT 1 IN D.P.1241234</b></p> <p>Subdivision Certificate number: .....</p> <p>Date of Endorsement: .....</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1244548</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Lot	Street Number	Street Name	Street Type	Locality
1	na	na	na	Brookvale

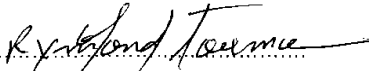
Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

1. Easement for signage 0.05 wide (S1) (Limited in stratum)
2. Easement for signage 0.05 wide (S2) (Limited in stratum)

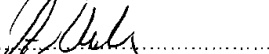
Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:

Raymond Touma

.....  
Name of Sole Director/Secretary

  
Signature


ADAM CLENKE  
Name and address of witness

  
Signature of witness

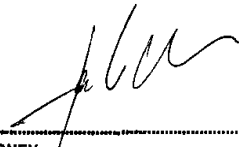
38 KEVIN AVENUE AVALON BEACH 2106 2107

**SIGNED SEALED AND DELIVERED** ) By executing this document the attorney  
 for and on behalf of ST.GEORGE ) states that they have received no notice  
 BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
 BANKING CORPORATION ABN 33 )  
 007 0457 141 by its attorney under power )  
 of attorney dated 17 January 2001 )  
 registration No. 332 Book 4299 in the )

ADDRESS OF WITNESS: Presence of  
 LEVEL 25, T2, 200  
 BARANGAROO  
 AVE, SYDNEY  
 2000 .

  
Witness (signature)

ANDREW THEOCHAROUS  
Name of Witness (Print)

  
ATTORNEY  
Name: JOHN CHEAH  
Tier: 3  
Date: .....

Surveyor's Reference: 15715DP\_B


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  17.07.2018</p> <p>PLAN OF EASEMENT OVER PART OF LOT 1 IN D.P.1241234</p> <p>Subdivision Certificate number: .....</p> <p>Date of Endorsement: .....</p>	<p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1244548</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
---	---

Executed by Provil Pty Limited (ACN 083 739 851) in accordance with section 127 of the Corporations Act 2001 by:

.....  
 Name of Sole Director: RICHARD C KELLY - DIRECTOR  
 SIGNING ON BEHALF OF RICHARD JOHN KELLY  
 POWER OF ATTORNEY: BOOK 4594 No. 520  
 Name and address of witness: .....

.....  
 Signature of witness: Sarah Penrose  
 Name: Sarah Penrose  
 Signature of witness: .....

ADDRESS OF WITNESS .

4 Kellys way, Oxford falls NSW

.....  
 Name of Sole Director/Secretary: RICHARD C KELLY - DIRECTOR  
 SIGNING ON BEHALF OF JOHN WILLIAM KELLY  
 POWER OF ATTORNEY: BOOK 4594 No. 520  
 Name and address of witness: Richard C Kelly Director

.....  
 Signature: [Signature]  
 Signature of witness: [Signature]  
 SIGNATURE OF WITNESS: Sarah Penrose  
 NAME OF WITNESS: Sarah Penrose  
 ADDRESS OF WITNESS: 4 Kellys way, Oxford falls NSW

SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
 for and on behalf of ST. GEORGE ) states that they have received no notice  
 BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
 BANKING CORPORATION ABN 33 )  
 007 0457 141 by its attorney under power )  
 of attorney dated 17 January 2001 )  
 registration No. 332 Book 4299 in the )

Presence of [Signature]  
 Witness (signature)

Scott Buttler  
 Name of Witness (Print)  
 ADDRESS OF WITNESS:  
 LEVEL 25, T2, 200  
 BARANGAROO AVE  
 SYDNEY 2000

ATTORNEY  
 Name: EDWIN JAW  
 Tier: 3 Power of Attorney  
 Date: 5<sup>th</sup> June 2018

[Signature]  
 Richard Charles Kelly  
 Pursuant to Registered Power of Attorney  
 Book 4594 No. 520

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15715DP\_B

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 4 sheets)

**Plan: DP1244548**

**PLAN OF EASEMENT OVER PART OF  
LOT 1 IN D.P.1241234**

**Full Name and Address of the Registered  
Proprietor of the Land:**

DL Brookvale Pty Ltd  
~~P.O. Box 42, Hunters Hill, NSW 2110.~~  
225-227 VICTORIA ROAD,  
GLADESVILLE NSW 2111.

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for signage 0.05 wide (S1) (Limited in stratum)	Lot 1 in D.P.1241234	Lot 111 in D.P.1213005
2.	Easement for signage 0.05 wide (S2) (Limited in stratum)	Lot 1 in D.P.1241234	Lot 111 in D.P.1213005

*K. Toelme*

ePlan

(Sheet 2 of 4 sheets)

Plan: **DP1244548**

**PLAN OF EASEMENT OVER PART OF  
LOT 1 IN D.P.1241234**

**PART 2 (Terms)**

**TERMS OF EASEMENT FOR SIGNAGE FIRSTLY REFERRED TO IN PLAN**

The proprietor of Lot 111 in D.P.1213005 shall be permitted to erect and allow to remain on the burdened lot signage for any purpose including for the advertising of the business operated on Lot 111 in D.P.1213005,

- (a) such signage shall not be fixed by bolt, nail or other fixture that will penetrate the render or wall.

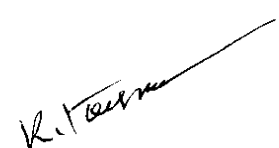
Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: The registered proprietor of Lot 111 in Deposited Plan 1213005.

**TERMS OF EASEMENT FOR SIGNAGE SECONDLY REFERRED TO IN PLAN**

The proprietor of Lot 111 in D.P.1213005 shall be permitted to erect and allow to remain on the burdened lot signage for any purpose including for the advertising of the business operated on Lot 111 in D.P.1213005;

- (a) such signage shall not be fixed by bolt, nail or other fixture that will penetrate the render or wall; and
- (b) on any wall adjoining the easements for access, denoted as (A) and (R) in D.P.1213005, being a driveway for access to and from the benefitted lot to Old Pittwater Road, the purpose of which would be to provide direction to patrons of the benefitted lot.

Name of person or entity empowered to released, vary or modify by the easement firstly referred to in the plan: The registered proprietor of Lot 111 in Deposited Plan 1213005.



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

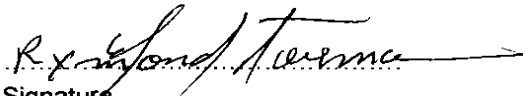
(Sheet 3 of 4 sheets)

**Plan: DP1244548**

**PLAN OF EASEMENT OVER PART OF  
LOT 1 IN D.P.1241234**

Executed by DL (Brookvale) Pty Ltd (ACN 607265538) in accordance with section 127 of the Corporations Act 2001 by:

Raymond Touma

  
Signature

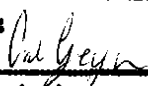
.....  
Name of Sole Director/Secretary

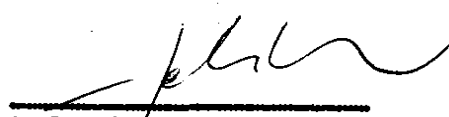
ADAM CLENNE  
Name and address of witness

  
Signature of witness

38 KEVIN AVENUE AVALON BEACH 2107

SIGNED SEALED AND DELIVERED ) By executing this document the attorney  
for and on behalf of ST.GEORGE ) states that they have received no notice  
BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney  
BANKING CORPORATION ABN 33 )  
007 0457 141 by its attorney under power )  
of attorney dated 17 January 2001 )  
registration No. 332 Book 4299 in the )

Presence of:   
Witness( signature)

  
ATTORNEY

CHRIS VAN DE GEYN  
Name of Witness ( Print)

Name: JOHNN CHEAH  
Tier: 3  
Date: 2/6/2018

ADDRESS OF WITNESS:  
LEVEL 25, T2, 200  
BARANGAROO AVE  
SYDNEY 2000

Plan: **DP1244548**

PLAN OF EASEMENT OVER PART OF  
LOT 1 IN D.P.1241234

Executed by Prowl Pty Limited (ACN 083 739 851) ~~in accordance with section 127 of the Corporations Act 2001 by:~~

Name of Sole Director

~~Signature~~

RICHARD CHARLES KELLY

Name and address of witness

~~Signature of witness~~

Richard C Kelly

Name of Sole Director/Secretary

RICHARD CHARLES KELLY - DIRECTOR  
SIGNING OF BEHALF OF RICHARD JOHN KELLY  
POWER OF ATTORNEY: BOOK 4594 No. 520

Richard C Kelly

Name and address of witness

RICHARD CHARLES KELLY - DIRECTOR  
SIGNING OF BEHALF OF JOHN WILLIAM KELLY  
POWER OF ATTORNEY: BOOK 4594 No. 520

SIGNED SEALED AND DELIVERED ) By executing this document the attorney

for and on behalf of ST. GEORGE ) states that they have received no notice

BANK - A DIVISION OF WESTPAC ) of revocation of the power of attorney

BANKING CORPORATION ABN 33 )

007 0457 141 by its attorney under power )

of attorney dated 17 January 2001 )

registration No. 332 Book 4299 in the )

Presence of:

[Signature]

Witness (signature)

Scott Buffier

Name of Witness (Print)

ATTORNEY

Name: Edwin Jau

Tier: 3 Power of Attorney

Date: 5th June 2018

ADDRESS OF WITNESS:

LEVEL 25, T2, 200  
BARANGAROO AVE  
SYDNEY 2000

[Signature]

Signature

Sarah Penrose

SIGNATURE OF WITNESS

Sarah Penrose  
NAME OF WITNESS

4 Kellys way, Oxford Falls NSW  
ADDRESS OF WITNESS

[Signature]

Signature of witness

Sarah Penrose

SIGNATURE OF WITNESS:

Sarah Penrose  
NAME OF WITNESS

4 Kellys way,  
Oxford Falls NSW  
ADDRESS OF WITNESS

[Signature]

Richard Charles Kelly

Pursuant to Registered Power of Attorney  
Book 4594 No. 520

REGISTERED



17.07.2018

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAW:**

New South Wales

Strata Schemes Management Act :  
Real Property Act 1900



**AP294787G**

**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/SP97298
---------------------------------------

(B) **LODGED BY**

Document Collection Box  <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any DEA Lawyers   Ph. 02 9223 6344 Suite 2, Level 2, 75 Elizabeth Street SYDNEY NSW 2000  Reference: 190126	CODE  <b>CH</b>
---	---	-----------------------

(C) The Owners-Strata Plan No. 97298 certify that a special resolution was passed on 04/12/2018 & 08/04/2019

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

(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-laws 1-8  
Amended by-law No. 24  
as fully set out below:  
See "Annexure A" attached.

(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. 97298 was affixed on 31 May 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: *[Handwritten Signature]*

Name: Murray Cameron

Authority: Strata Manager

Signature:

Name:

Authority:



# “ANNEXURE A”

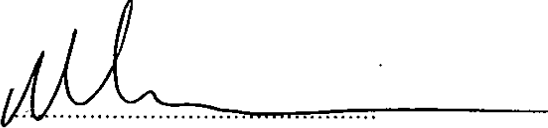
## BY-LAWS

**The Owners - Strata Plan No. 97298**

**23 Roger Street, Brookvale NSW 2100**

---

The seal of The Owners – Strata Plan No. **97298** was affixed on 31 May 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: Murray Cameron  
Authority: Strata Manager



Signature: .....  
Name: .....  
Authority: .....

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## **SECTION 1- INTRODUCTION**

### **1. BUILDING DESCRIPTION**

---

The building comprises:

- (a) 4 Childcare Centre Lots numbered 1, 2, 14 and 15;
- (b) 3 Retail Lots numbered 3, 4 and 13;
- (c) 6 Work/Live Lots numbered 5 to 10;
- (d) 2 Office Lots numbered 11 and 12;
- (e) 73 Residential Lots numbered 16 to 88;
- (f) 2 Utility Lots numbered 89 and 90.

### **2. EXCLUSIVE USE BY-LAWS**

---

#### **2.1 Which are the Exclusive Use By-laws**

By-laws 14, 27, 28, 31, 32, 33, 34, 35, 36, 37, 41, 42, 46 & 47 are Exclusive Use By-laws.

#### **2.2 What Exclusive Use By-laws do**

- (a) An Owner who has the benefit of an Exclusive Use By-law may allow the Occupier to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-law.
- (b) An Exclusive Use-By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.
- (c) If an Exclusive Use Area is the subject of an Easement at the date of registration of this Instrument, the parties having the benefit of the Exclusive Use By-law must permit the Benefited Party to exercise their rights under the Easement.
- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained for the creation of an Easement after the date of registration of this By-law Instrument which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the relevant Exclusive Use By-law.

### **3. CONSENT**

---

#### **3.1 Consent of Owners Corporation**

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

- (a) The Owners Corporation in general meeting; or
- (b) The Executive Committee at a duly convened meeting of the Executive Committee.

#### **3.2 Consent may be revoked or withheld**

Consent given by the Owners Corporation or Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or executive Committee or be given conditionally.

### 3.3 Consent conditions

## **OWNERS AND OCCUPIERS MUST COMPLY WITH ALL CONDITIONS IN A CONSENT. SECTION 2 - USE OF COMMON PROPERTY**

### **4. NOISE**

---

- 4.1 An Owner or Occupier 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.

### **5. VEHICLES**

---

- 5.1 An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property except with the written approval of the Owners Corporation.

### **6. OBSTRUCTION OF COMMON PROPERTY**

---

- 6.1 An Owner or Occupier must not obstruct lawful use of Common Property by any person.

### **7. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

---

- 7.1 An Owner or Occupier 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 without the approval of the Owners Corporation.

### **8. DAMAGE TO COMMON PROPERTY**

---

- 8.1 An Owner or Occupier 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.
- 8.2 An approval given by the Owners Corporation under clause 8.1 cannot authorise any additions to the Common Property.
- 8.3 This by-law does not prevent an Owner or person authorised by the Owner from installing:
  - (a) any locking or other safety device for protection of the owner's Lot against intruders;
  - (b) any screen or other device to prevent entry of animals or insects on the Lot;
  - (c) any structure or device to prevent harm to children; or
  - (d) hanging ornaments or pictures on internal walls.

- 8.4 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.
- 8.5 In accordance with Section 144(1)(b) of the Management Act, the Owner must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 8.3 that forms part of the Common Property and that services the Lot; and
  - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 8.3 that forms part of the Common Property and that services the Lot.

## **9. BEHAVIOUR OF OWNERS AND OCCUPIERS**

---

- 9.1 An Owner or Occupier 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.

## **10. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING**

---

- 10.1 An Owner or Occupier 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.

## **11. BEHAVIOUR OF INVITEES**

---

- 11.1 An Owner or Occupier 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.

## **12. DEPOSITING RUBBISH AND OTHER MATERIALS ON COMMON PROPERTY**

---

- 12.1 An Owner or Occupier 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 any person lawfully using the Common Property.

## **13. SECURITY AND SECURITY KEYS**

---

### **13.1 Obligations and rights of the Owners Corporation**

- (a) The Owners Corporation is responsible for the issue, programming, coding and re-coding of Security Keys.
- (b) Owners and Occupiers must return to the Owners Corporation their Security Keys for re-coding within 48 hours of being requested to do so.
- (c) The Owners Corporation may charge Owners and Occupiers a fee for:
  - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
  - (ii) coding or re-coding of a Security Key.
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner or Occupier.

### 13.2 Obligations of Owners and Occupiers

- (a) Owners and Occupiers must not:
- (i) do or permit anything which may prejudice the security or safety of the Building; or
  - (ii) duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

### 13.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
- (i) close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
  - (ii) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
  - (iii) restrict by means of a Security Key access from one level of the building to any other level.

## 14. GENERAL EXCLUSIVE USE RIGHTS

---

- 14.1 The Owner or Occupier has the right to the exclusive use and enjoyment of any Service that exclusively services their individual Lot that is located in and forming part of the Common Property ("Exclusive Services").
- 14.2 The Owner or Occupier is responsible for the ongoing repair and maintenance of the Exclusive Services.
- 14.3 In the event that the Owner or Occupier or person authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this by-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this by-law. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner or Occupier to the Original Owner or Owners Corporation, as the case may be, on demand.

## SECTION 3 – RESIDENTIAL LOTS

All Owners and Occupiers of a Residential Lot must comply with these By-laws.

### 15. DRYING OF LAUNDRY ITEMS

---

- 15.1 An Owner or Occupier 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.

### 16. CLEANING WINDOWS AND DOORS

---

- 16.1 An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

## **17. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

---

- 17.1 An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 17.2 This By-law does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **18. SMOKE PENETRATION**

---

- 18.1 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- 18.2 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

## **19. CHANGES TO FLOOR COVERINGS**

---

- 19.1 An Owner or Occupier must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface,
- 19.2 This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

## **20. FLOOR COVERINGS**

---

- 20.1 The Owner is responsible for the repairs and maintenance of timber floating floor systems and carpet installed by the Original Owner. These items are considered part of the Lot and not Common Property.
- 20.2 An Owner 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, and in particular will have to install such underlays or sound proofing which is in accordance with the Building Code of Australia.
- 20.3 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

## **21. GARBAGE DISPOSAL**

---

- 21.1 An Owner or Occupier:
- (a) must dispose of waste by placing it in an appropriate container in the designated residential waste room located on the Common Property; and
  - (b) must dispose of recyclable waste by placing it in an appropriate container in the designated residential waste room located on the Common Property
  - (c) must ensure that before refuse is placed in any receptacle that it is securely wrapped or, in the case of tins or other containers, completely drained, and
  - (d) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled, and

- (e) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage, and
- (f) if the Lot is used for commercial purposes, must deposit waste in receptacles provided for commercial garbage in the commercial waste room and must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

21.2 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **22. KEEPING ANIMALS**

---

22.1 Subject to section 139(5) of the Management Act, an Owner or Occupier must not without the approval of the Owners Corporation, keep any animal on the Lot or the Common Property except a small dog and / or cat or caged bird.

22.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal.

22.3 If an Owner or Occupier keeps a dog or cat or small caged bird on the Lot pursuant to clause 22.1, then the Owner or Occupier must:

- (a) notify the Owners Corporation that the animal is kept on the Lot; and
- (b) keep the animal within the Lot;
- (c) carry the animal when it is on the Common Property; and
- (d) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal and
- (e) ensure that the cat and/or dog is prevented from entering wildlife habitat areas within the immediate locality at all times.

## **23. APPEARANCE OF LOT**

---

23.1 The Owner or Occupier 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.

## **24. WINDOW DRESSINGS AND SHADING DEVICES (AMENDED ON 4 DECEMBER 2018)**

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### **24.1 Introduction**

The purpose of this by-law is to permit the owner of a lot to carry out the installation of window dressings and shading devices. The by-law will also cover any retrospective works undertaken prior to the making of this by-law, subject to the terms of this by-law.

### **24.2 Authorisation and Conditions of Works**

- (a) The owners corporation:
  - (i) specifically authorises and grants a special privilege to the owner to carry out the Works;
  - (ii) grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works; and

- (iii) grants to each owner a special privilege to keep and use any Works which had been done when this by-law was passed.
- (b) The owner must:
  - (i) prior to commencing any Works:
    - (A) give at least 14 days' notice; and
    - (B) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
  - (c) During any Works, the owner must:
    - (i) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
    - (ii) cause as little disruption as possible to other occupants of the strata scheme;
    - (iii) only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
    - (iv) not store any items on common property; and
    - (v) comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- (d) The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.
- (e) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- (f) The owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works.
- (g) For the sake of clarity, once this by-law is registered, the existing By-Law 24 - Window Dressings and Shading Devices will cease to apply to any Works.
- (h) For the avoidance of doubt any window dressings or shading devices not described under Works are prohibited.

#### **24.3 Owners corporation's power in the event of a breach of this by-law**

- (a) If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:
  - (i) rectify the breach;
  - (ii) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
  - (iii) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

#### **24.4 Interpretation**

In this by-law:

- (a) **"Act"** means the Strata Schemes Management Act 2015;
- (b) **"Lot"** means each lot in the strata scheme respectively;
- (c) **"Owner "** means the owner of the lot for the time being;
- (d) **"Works"** means the installation of the following items over any windows and sliding doors as a means of providing shade to the inside of a lot:
  - (i) roller blinds;
  - (ii) curtains;
  - (iii) shutters; and
  - (iv) vertical blinds,ensuring the Works are only white or off-white and includes any retrospective work completed prior to the registration of this by-law;
- (e) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (f) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- (g) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

## **25. CHANGE IN USE OF LOT TO BE NOTIFIED**

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- 25.1 An Occupier 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).
- 25.2 Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of all competent authorities and these by-laws.

## **26. USE OF CAR PARKING**

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### **26.1 Lot Owner's Car Parking**

- (a) An Owner or Occupier can only use the car space/s attached to his or her Lot for the purposes of parking motor vehicles
- (b) An Owner or Occupier must not enclose their car space(s) in anyway without approval of the Owners Corporation and Council.

### **26.2 Visitor's Car Parking**

An Owner or Occupier must not park in the spaces designated as Visitor Car Space and they also must ensure that any bona fide person visiting any Lot must not park in a Visitor Car Space for more than three hours between the hours of 7.00am and 8.00pm on weekdays.

## **27. AIR CONDITIONING**

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- 27.1 Where Air Conditioning Equipment has been installed in or for a Lot by the Original Owner, the Lot Owner:
- (a) owns the Air Conditioning Equipment installed and located on the Common Property and connected to the Lot; and
  - (b) has a special privilege to connect to the Air Conditioning Equipment on the Common Property and to access his or her own Air Conditioning Equipment via the Common Property for the purposes of maintenance or repair.
- 27.2 The Owner has the exclusive use of those parts of the Common Property to which the approved Air Conditioning Equipment is attached.
- 27.3 The Owner:
- (a) must maintain, replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
  - (b) must reimburse the Owners Corporation for maintenance, repair or replacement of any Air Conditioning Equipment which exclusively services his or her Lot which may be carried out by the Owners Corporation;
  - (c) bear the sole responsibility of insuring any Air Conditioning Equipment;
  - (d) must make prior arrangement with the Executive Committee to gain access to his or her Air Conditioning Equipment;
  - (e) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
  - (f) repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law;
  - (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

## **28. SERVICES FOR RESIDENTIAL LOTS**

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- 28.1 Where a Service has been installed in a Residential Lot by the Original Owner, the Owner of the Lot:
- (a) owns the service equipment installed and located on the Common Property and connected to the Lot; and
  - (b) has a special privilege to connect to the service equipment on the Common Property and to access his or her own service equipment via the Common Property for the purposes of maintenance or repair.
- 28.2 The Owner has the exclusive use of those parts of the Common Property to which the service equipment is attached.
- 28.3 The Owner:
- (a) must maintain, replace or repair his or her own service equipment including all keyed door and window locks and pay all running costs for the service equipment;

- (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any service equipment which exclusively services his or her Lot which may be carried out by the Owners Corporation;
- (c) bears the sole responsibility of insuring any service equipment;
- (d) must make prior arrangement with the Executive Committee to gain access to his or her service equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the service equipment;
- (f) repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law;
- (g) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

## **29. SIGNAGE**

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- 29.1 Owners and Occupiers of Residential Lots in the Building must not, without the consent of the Owners Corporation, erect advertising or other signs in the Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease. Any consent given by the Owners Corporation to the placement of a sign under this by-law is subject to any conditions imposed by the Owners Corporation.

## **30. STRUCTURAL SUPPORT IN THE BUILDING**

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

## **31. SHARED ZONES-LOTS 1 AND 2**

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### **31.1 Type of by-law**

- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

### **31.2 Definitions**

In these by-laws, these terms (in any form) mean:

- (a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.

- (b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- (c) **Lot**, when used in this by-law, means Lot 1 and Lot 2 in the Strata Plan.
- (d) **Management Act** means the *Strata Schemes Management Act 2015* (NSW).
- (e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot).
- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (h) **Strata Plan** means strata plan registered number SP97298
- (i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### 31.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

### 31.4 Responsibility for repair, maintenance and insurance

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

## 32. SHARED ZONES – LOTS 62 AND 70

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### 32.1 Type of by-law

- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

### 32.2 Definitions

In these by-laws, these terms (in any form) mean:

- (a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- (c) **Lot**, when used in this by-law, means Lot 62 and Lot 70 in the Strata Plan.
- (d) **Management Act** means the *Strata Schemes Management Act 2015* (NSW).

- (e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot)
- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (h) **Strata Plan** means strata plan registered number SP97298.
- (i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### 32.3 **Exclusive use**

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

### 32.4 **Responsibility for repair, maintenance and insurance**

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

## 33. **SHARED ZONES-LOT 69**

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### 33.1 **Type of by-law**

- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

### 33.2 **Definitions**

In these by-laws, these terms (in any form) mean:

- (a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.
- (c) **Lot**, when used in this by-law, means Lot 69 in the Strata Plan.
- (d) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
- (e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot)
- (f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (g) **Owners Corporation** means the owners corporation of the Strata Scheme.

(h) **Strata Plan** means strata plan registered number SP97298.

(i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### 33.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

### 33.4 Responsibility for repair, maintenance and insurance

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

## 34. SHARED ZONES – LOTS 83 AND 84

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### 34.1. Type of by-law

(a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.

(b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.

(c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

### 34.2 Definitions

In these by-laws, these terms (in any form) mean:

(a) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.

(b) **Exclusive Use Area** means that part of the Common Property identified as "Shared Zone" on the Strata Plan between the Lots.

(c) **Lot**, when used in this by-law, means Lot 83 and Lot 84 in the Strata Plan.

(d) **Management Act** means the Strata Schemes Management Act 2015 (NSW),

(e) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot)

(f) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.

(g) **Owners Corporation** means the owners corporation of the Strata Scheme.

(h) **Strata Plan** means strata plan registered number SP97298.

(i) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### 34.3 Exclusive use

The Owner has exclusive use of the Exclusive Use Area for the purpose of using it as a circulation zone and for no other purpose.

#### 34.4 Responsibility for repair, maintenance and insurance

The Owners Corporation is responsible for the proper maintenance of, and keeping in state of good and serviceable repair, the Exclusive Use Area.

### 35. SPECIAL PRIVILEGE TO CONSTRUCT ROOF AND AWNING FIXTURES - LOTS 75 AND 88

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#### 35.1 Type of by-law

- (a) This by-law is a special privilege and exclusive use by-law made in accordance with section 142 of the Management Act conferring on the Owner having the benefit of this by-law special privileges and exclusive use rights in respect of the Common Property.
- (b) The Owner of the Lot having the benefit of this by-law may allow the Occupier of the Lot to exercise the rights of the Owner under this by-law. The Owner having the benefit of this by-law remains responsible to the Owners Corporation in connection with compliance with this by-law.
- (c) This by-law may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner having the benefit of this by-law.

#### 35.2 Definitions

In these by-laws, these terms (in any form) mean:

- (a) **Building** means the building the subject of the Strata Scheme.
- (b) **Building Works** means the construction of an awning or roof structure on external part of the Lot.
- (c) **Common Property** means so much of the Parcel as from time to time not comprised in a lot.
- (d) **Conditions** means the conditions in by-law 35.5.
- (e) **Construction Certificate** means a construction certificate under the Environmental Planning and Assessment Act 1979 (NSW).
- (f) **Development Act** means the Strata Schemes Development Act 2015 (NSW).
- (g) **Consent** means a development consent or complying development certificate under the Environmental Planning and Assessment Act 1979 (NSW).
- (h) **Exclusive Use Area** means that part of the Common Property that is an overhead concrete slab on the balcony within the boundary of the Lot.
- (i) **Lots**, when used in this by-law, means lots 75 and 88 in the Strata Plan.
- (j) **Management Act** means the Strata Schemes Management Act 2015 (NSW).
- (k) **Occupation Certificate** means an occupation certificate under the Environmental Planning and Assessment Act 1979 (NSW).
- (l) **Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot).

- (m) **Owner** means the registered proprietor, or mortgagee in possession, for the time being of the Lot.
- (n) **Owners Corporation** means the owners corporation of the Strata Scheme.
- (o) **Parcel** means the land comprising the lots and Common Property the subject of the Strata Scheme.
- (p) **Relevant Parts of the Common Property** means those parts of the Common Property which are impacted on, penetrated by, reasonably necessary or associated with the Building Works.
- (q) **Strata Plan** means strata plan registered number 97298.
- (r) **Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

### 35.3 **Exclusive use**

The Owner has exclusive use of the Exclusive Use Area for a limited time subject to the Conditions.

### 35.4 **Special privilege**

- (a) The Owner has the special privilege:
  - (i) to use the Exclusive Use Area for carrying out the Building Works, subject to the Conditions;
  - (ii) to apply for and obtain a Consent if required;
  - (iii) to apply for and obtain a Construction Certificate to carry out the Building Works if required;
  - (iv) to carry out the Building Works;
  - (v) to apply for and obtain an Occupation Certificate to use the Building Works if required;
- (b) The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner in connection with:
  - (i) making an application for a Consent to achieve any of the activities the subject of this by-law; and
  - (ii) making an application for a Construction Certificate to achieve any of the activities the subject of this by-law.
  - (iii) making an application for an Occupation Certificate to achieve any of the activities the subject of this by-law.

### 35.5 **Conditions**

- (a) The Owner must submit plans and specifications for the Building Works to the Owners Corporation prior to applying for Consent or commencing the Building Works.
- (b) The Owner must provide written evidence from a suitably qualified professional to the Owners Corporation that Consent is not required for the Building Works.

- (c) The Owner must not commence to carry out the Building Works until all relevant insurances are in place, including without limitation;
  - (i) contractors all works insurance;
  - (ii) (if relevant) insurance required under the Home Building Act 1989 (NSW);
  - (iii) workers compensation insurance; and
  - (iv) public liability insurance in the amount of \$20,000,000.
  - (v) (if requested by the Owners Corporation) copies of the insurance policies or certificates of currency have been given to the Owners Corporation; and
  - (vi) (if requested by the Owners Corporation) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number);
- (d) When carrying out the Building Works, the Owner must:
  - (i) comply with the requirements of all relevant Authorities and the conditions in any consent;
  - (ii) ensure the Building Works are carried out in accordance with the drawings and specifications approved by the relevant Authorities;
  - (iii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (iv) ensure no damage is caused to the property of any other owner or occupier, or if damage is caused, immediately make good that damage; and
  - (v) protect all affected areas of the Building from damage by the Building Works or the transportation of construction material, equipment, debris and other material.
- (e) On completion of the Building Works, the Owner must:
  - (i) ensure all rubbish and debris caused by the Building Works is removed from the Parcel;
  - (ii) ensure the Common Property is left clean and tidy; and
  - (iii) within one month of completion of the Building Works give the Owners Corporation all relevant documents relating to the completed Building Works including a set of as-built plans.
- (f) The Owner must ensure the completed Building Works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- (g) The Owner is authorised to access all relevant parts of the Common Property for the purpose of carrying out the Building Works for such reasonable period of time as may be necessary to carry out the Building Works.
- (h) To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Owner remains responsible for the ongoing maintenance, repair and replacement of those parts of the Common Property.

### **35.6 Right of Owners Corporation to remedy**

At its election, the Owners Corporation may:

- (a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

### **35.7 Exclusive Use Area Expiry**

The Owners' benefit of the Exclusive Use Area will expire after an Occupation Certificate is obtained and provided to the Owners Corporation for the Building Works or immediately upon the Owners Corporation confirming all damage to the Common Property has been rectified its satisfaction.

### **35.8 Building Works For Part of the Lot**

The Building Works will be considered part of the Lot and the Owner will be responsible for the ongoing maintenance, repair and insurance of the Building Works during construction and after completion.

## **36. FIRE SAFETY**

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36.1 Owners and Occupiers must adhere to the following requirements to maintain fire safety in the Building:

- (a) combustible furniture and the like shall not be installed in the Common and public corridors of the Building.
- (b) installation of security grill doors on entry fire doors of the Lots are strictly prohibited.
- (c) the performance of the self-closing devices of all Lot entry doors shall be inspected and maintained annually
- (d) items (a), (b) and (c) of this clause shall be permanently displayed on a notice board in the entry foyer of the ground floor

## **SECTION 4 – COMMERCIAL LOTS**

All Owners and Occupiers of the Commercial Lots must comply with the By-Laws

### **37. USE OF LOT**

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37.1 The Owner or Occupier has the special privilege:

- (a) to procure a Development Consent to use the Lot for any purpose not prohibited by Law;
- (b) to conduct from the Lot any activity or business permitted by a Development Consent; and

- (c) to make any Development Application and any application for a Construction Certificate in connection with any use or change of use of the Lot.
- 37.2 The Owners Corporation must endorse its consent on each and every application, plan and report reasonably required by the Owner or Occupier in connection with:
- (a) making a Development Application or procuring a Development Consent for any use of the Lot; and
  - (b) making an application for a Construction Certificate.
- 37.3 The Owners Corporation authorises the Strata Manager of the Strata Scheme from time to time to sign and place an imprint of any common seal on any form of consent required by the Council or Consent Authority to process any Development Application to be lodged with the Council for the use of a Commercial Lot.
- 37.4 If a specific use of a Commercial Lot is approved by the Council or the Consent Authority, the Owners Corporation must also consent to the installation of any equipment required by statute for the conduct of the approved business within the Commercial Lot.

## **38. SIGNS**

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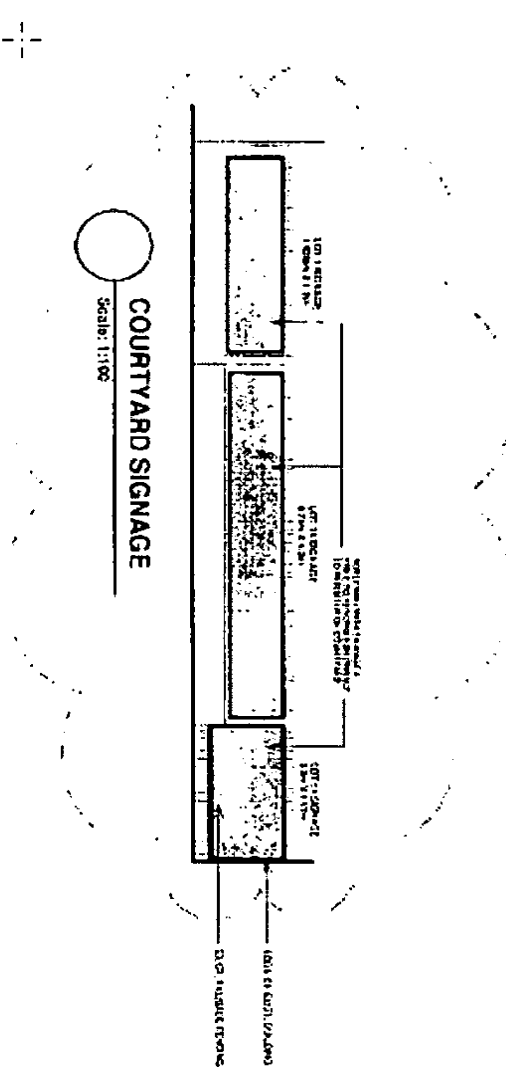
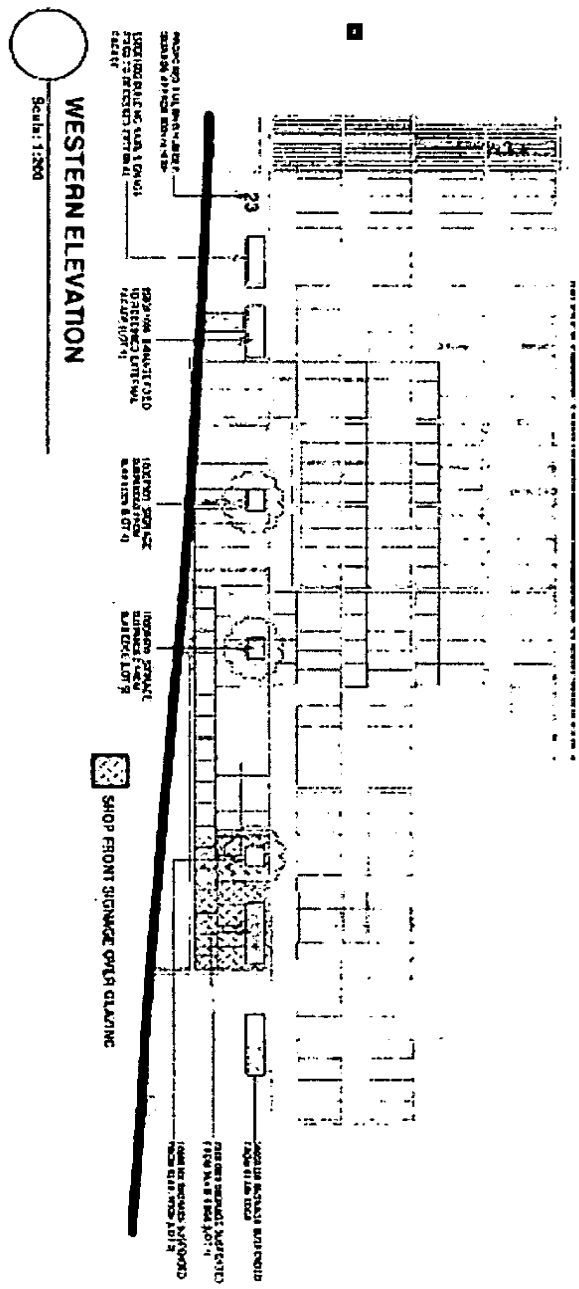
- 38.1 The Owner is entitled to exclusive use of so much of the following Common Property:
- (a) that part of the awning as noted on the plan and details attached to these By-Laws (Annexure A); and
  - (b) the shop front of the Commercial Lot, as is necessary for the installation of signage 1 be used in connection with the business conducted within the Commercial Lot, subject to the following conditions:
    - (i) before the installation of any signage the Owner must obtain all necessary consents from the Council and any other Consent Authority required for such installation and provide a copy of the consent to the Owners Corporation. The Owners Corporation shall sign such forms of consent as required by the Council or Consent Authority to process the application;
    - (ii) the signs are to be tasteful and in keeping with the standard of the building, however, the Consent Authority is the sole determinant of the appropriateness of any proposed signage and Owners Corporation must agree to approve any application that conforms to these by-laws; and
    - (iii) the Owner must install and maintain any signage at its own cost and keep it in a state of good repair and must repair any damage to the Building caused when a sign is erected or removed under this by-law.

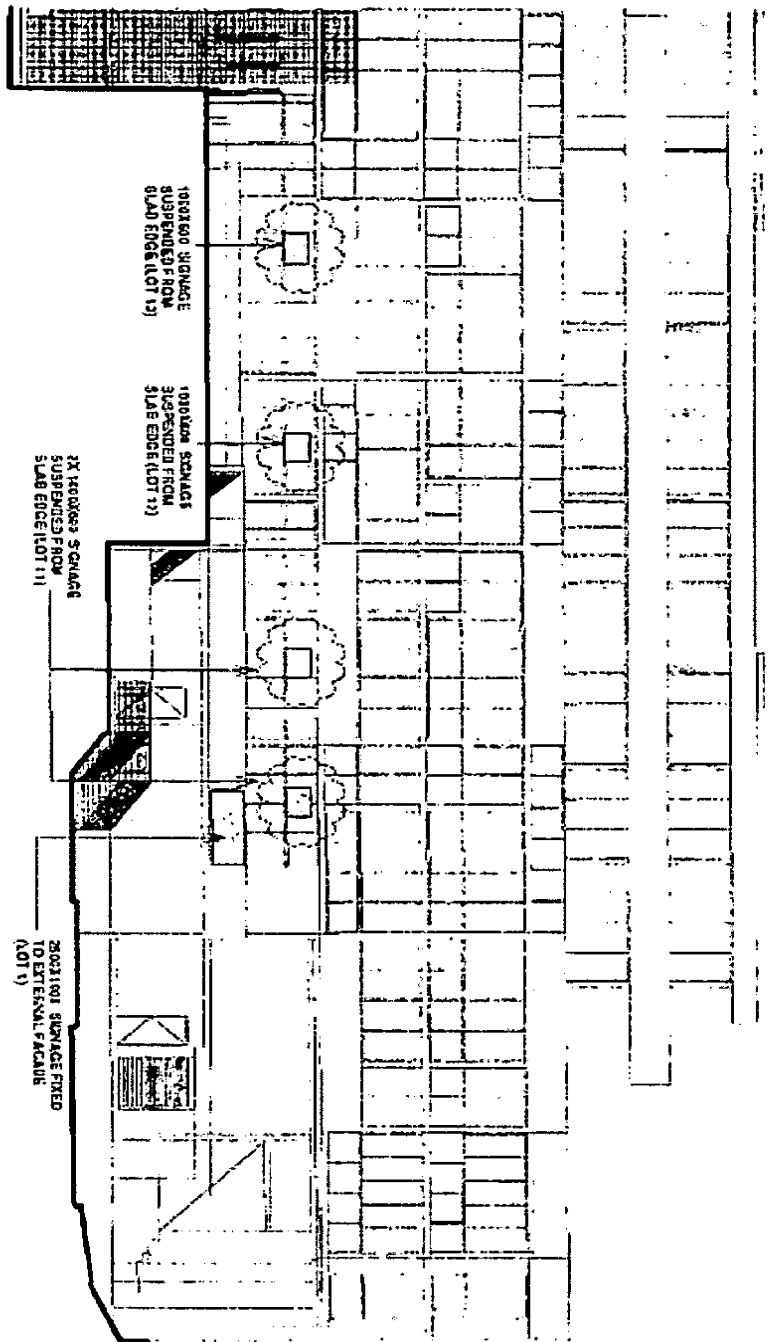
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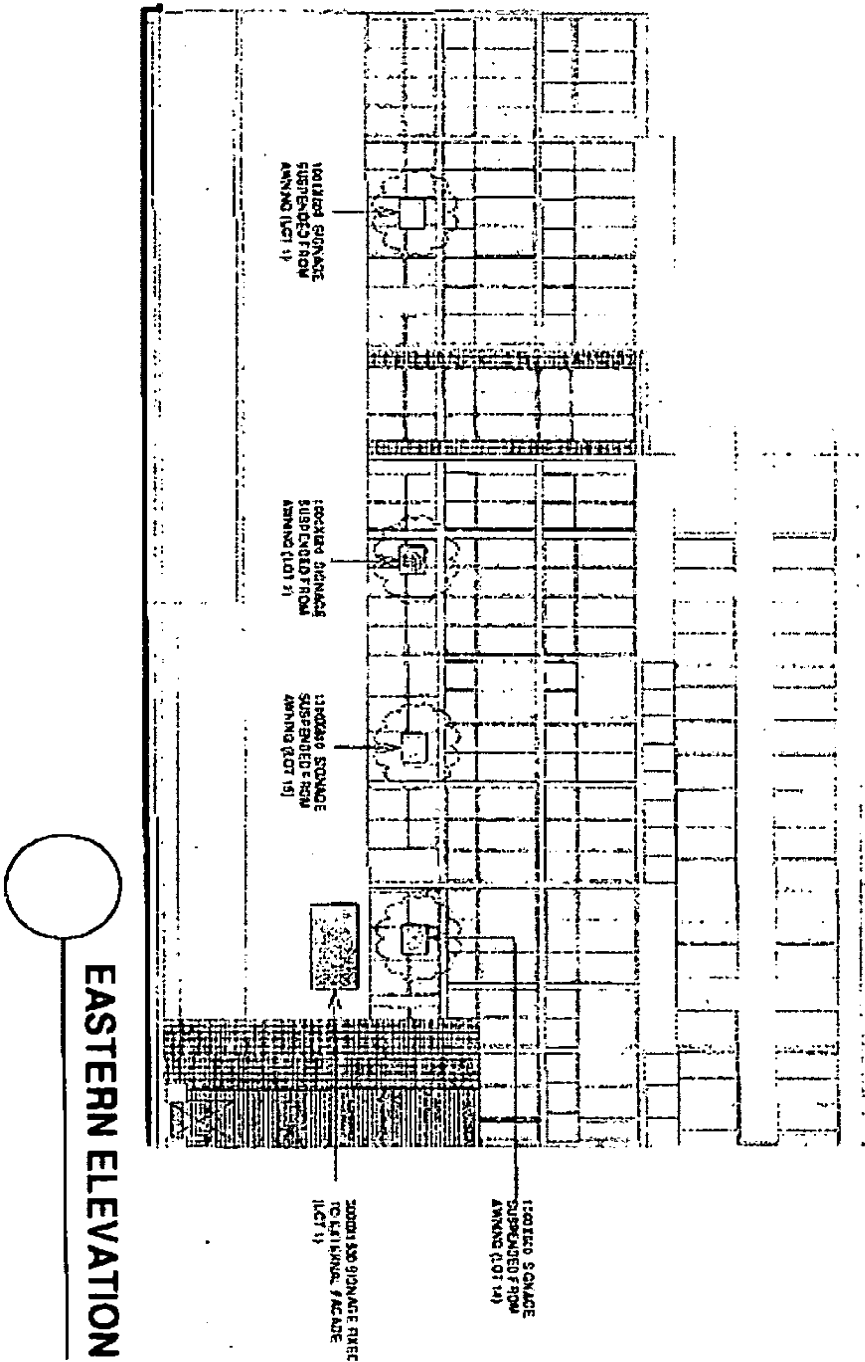
## ANNEXURE "A" TO BY-LAW 38 - SIGNS

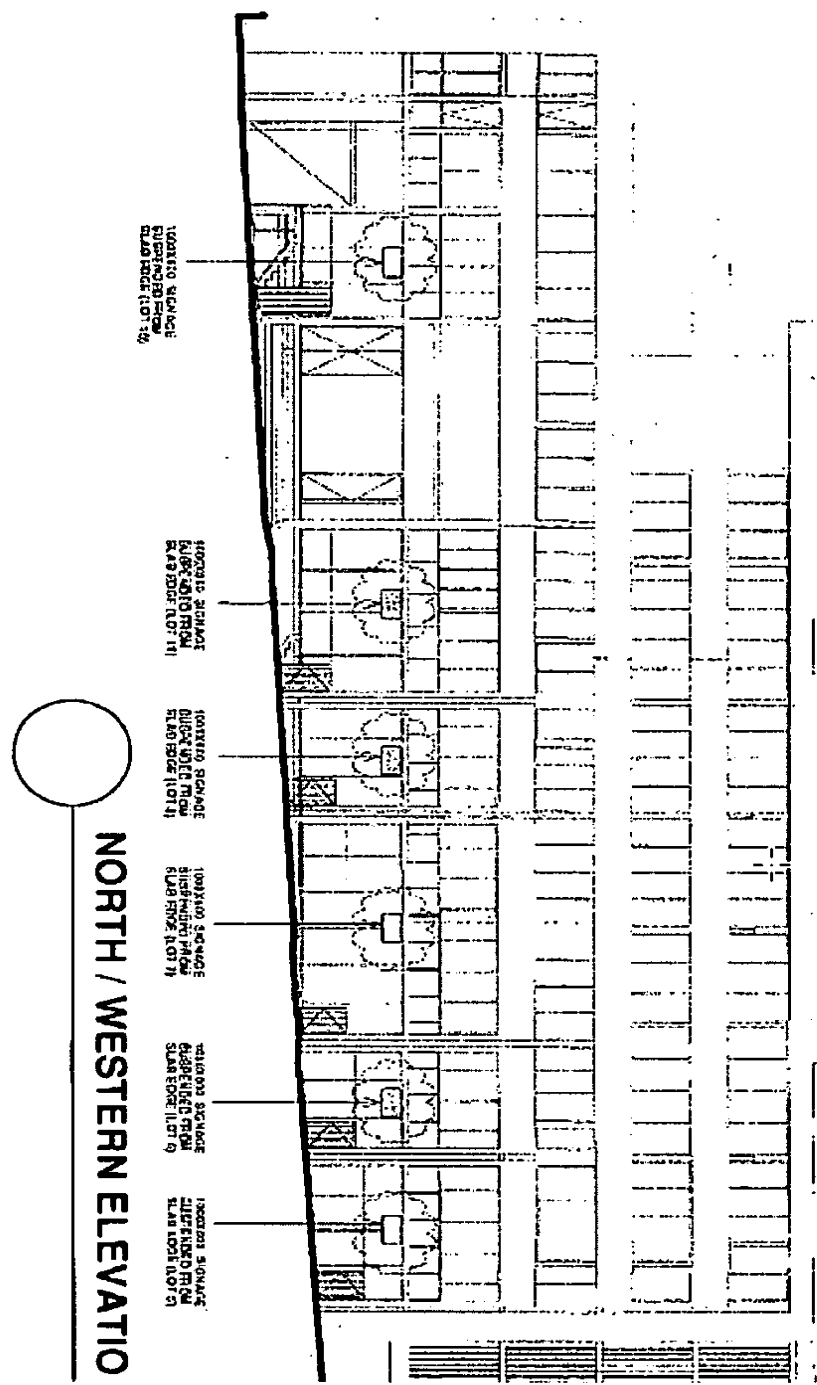
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This Annexure contains 5 pages (including this title page) and comprises the Western, Eastern, South-Eastern and North-Western Elevations and Courtyard Signage plans.









## **39. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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- 39.1 An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 39.2 This by-law does not apply to chemicals, liquids or gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **40. GARBAGE DISPOSAL**

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The Owners or Occupiers of Commercial Lots must arrange and pay for their own garbage and waste removal from the Building and must:

- (a) comply with all the requirements of the Council and any other relevant authority regarding storage, collection and removal of waste;
- (b) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and
- (c) 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; and
- (d) comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.
- (e) Owners and Occupiers of Commercial Lots must deposit waste in receptacles provided for commercial garbage in the commercial waste room only and must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

## **41. SUBDIVISION OF COMMERCIAL LOTS**

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- 41.1 It is acknowledged that the Owners of any of the Commercial Lots can subdivide their Lots into smaller Lots subject to obtaining the consent of the relevant authorities. It is acknowledged that the Owners Corporation will not object to such subdivision application.
- 41.2 Where the Owner of any Commercial Lot provides a letter from a person qualified to sign a Strata Certificate to the effect that all relevant regulations and requirements have been satisfied, the Owners Corporation must pass a resolution to approve the Strata Plan of Subdivision. A person authorised by the Owners Corporation shall place the Common Seal on the Strata Plan of Subdivision.

## **42. SERVICES**

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- 42.1 The Owner of each Commercial Lot shall have a special privilege and an exclusive right to:
- (a) install any Service, duct, mechanical equipment, compressors, grease trap, or other services in the area of the Common Property designated for services;
  - (b) install ducts, cables, pipes in any existing duct installed on the Common Property for the use of the Commercial Lots;
  - (c) drill holes in the floor of any Commercial Lot provided that any such hole does not penetrate the post tensioning cables in the slab.

These rights and exclusive use are on the following conditions:

- (i) the Service, duct, mechanical equipment, compressors, grease trap, penetrations or other services must be approved by the Owners Corporation prior to commencement of works.
- (ii) the Services and/or items must be installed in accordance with the relevant Australian Standard with respect to the equipment and noise emissions and the Building Code of Australia in relation to any drill holes and must be approved by the relevant authority and the Owner using the Service and/or items must pay for the installation and maintenance of those Services and/or items, and must be installed in such a way as to allow reasonable access for maintenance;
- (iii) the Owner who has installed a Service and/or item must repair and replace his or her own Service and/or item and pay for all running costs if any for such Service and/or item;
- (iv) the Owner shall comply with the requirements of any relevant complying authority regarding the use and operation of any Service and/or item,
- (v) the Owner shall indemnify the Owners Corporation against all claims and liability caused by exercising these rights or complying with obligations under this by-law.

42.2 The Owner has the exclusive use of those parts of the Common Property which are altered or added to as a consequence of carrying out the works the subject of this by-law.

#### **43. AIR CONDITIONING AND EQUIPMENT**

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43.1 Where Air Conditioning Equipment, refrigeration plant or other plant or lighting associated with the Commercial Lots (Equipment) has been installed or is to be installed in a Commercial Lot by the Original Owner, or subsequent Owner or Occupier with the permission of the Owner of the Commercial Lot, the Owner of the Commercial Lot:

- (a) owns the Equipment whether it is installed within the Commercial Lot or on the Common Property;
- (b) has a special privilege and exclusive right to connect to the Equipment on the Common Property and to access his or her Equipment via the Common Property for the purposes of maintenance or repair;
- (c) bears the sole responsibility of insuring the Equipment;
- (d) must ensure the Equipment complies with the requirements of all relevant authorities, is installed at the Owner's cost, and does not hinder access to any part of the Building to which access needs to be provided;
- (e) must prior to the commencement of the installation of any new Equipment submit to the Owner's Corporation a letter from a qualified structural engineer to the effect that the proposed new Equipment and any penetrations associated with the installation will not affect the structural integrity of the Building, and where appropriate, a letter from a qualified mechanical engineer to the effect that the new Equipment will not adversely affect the operation of any mechanical equipment installed in the Building;
- (f) on completion of the installation of any new Equipment, supply to the Owners Corporation a certificate from a qualified structural engineer stating that any penetrations through any fire rated structures have been appropriately sealed and that the works has been performed in accordance with the requirements of the Building Code of Australia.

43.2 The Owner has the exclusive use of those parts of the Common Property to which the approved Air Conditioning Equipment is attached.

#### **44. SUSPENDED CEILINGS**

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The Owner owns the suspended ceilings within the Lot and is responsible to maintain, replace or repair the suspended ceilings.

#### **45. INSURANCE PREMIUMS**

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45.1 If the use to which a Commercial Lot is put causes an insurance premium for the Owners Corporation to be greater than it would be if it were not put to that use, then the amount of that increased insurance premium shall be payable by the Owner of that Commercial Lot and if the increase is attributable to more than one Commercial Lot such Commercial Lots shall bear the burden of the increased premium in proportion of the contribution to the increased premium that each Lot makes.

45.2 A statement in writing by the Owners Corporation's insurance, or its broker, will be conclusive evidence of the fact and the extra amount of premium.

#### **46. INTER LOT WALLS AND FIXED GLASS PANELS**

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##### **Permission**

46.1 The Owner of the Commercial Lots is entitled in respect of the Common Property to undertake construction and thereafter maintain an opening in the inter lot wall dividing adjoining Lots while the Occupier and Owner is the registered lessee or proprietor of those Lots, subject to the following conditions:

- (a) there must be no disturbance to services to either Lot by reason of the size or position of the opening; and
- (b) for those walls which are load bearing walls, the sizes and locations of openings must be only in accordance with the recommendations and approval of a practising structural engineer;
- (c) the Owner is entitled to replace fixed glass panels with doors leading onto courtyard areas which form part of the Lot.

##### **Approval**

46.2 Before commencing any works permitted under this by-law, the Owner must:

- (a) provide the Owners Corporation with:
  - (i) a copy of any requisite approval of the Council, including all drawings, conditions and notes;
  - (ii) a copy of any requisite construction certificate for the works, under Part 4A of the *Environmental Planning and Assessment Act 1979*;
  - (iii) evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the Owner is a named party;
  - (iv) a copy of a certificate of a duly qualified engineer addressed to the Owners Corporation, certifying that the works will not affect the structural integrity of the building or any part of it;
  - (v) details of the manner in which existing waterproofing fittings and fixtures are to be preserved or modified and new waterproofing fittings and fixtures installed; and

- (vi) such other drawings and specifications of the proposed works as the Owners Corporation may request in writing;
- (b) obtain from the Owners Corporation its written approval (which may not be withheld unreasonably) to:
  - (i) the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris; and
  - (ii) the design, appearance, material and manner of the proposed works.

### **Completion of the Works**

46.3 In undertaking the works, the Owner must by himself, his agents, servants and contractors:

- (a) use best quality and appropriate materials, in a proper and skilful manner;
- (b) comply with all conditions and requirements of Council;
- (c) comply with the Building Code of Australia and all pertinent Australian Standards;
- (d) comply with any conditions imposed by the Owners Corporation under this by-law;
- (e) not allow the obstruction of reasonable use of the common areas of the strata scheme by building materials, tools, machine, debris or motor vehicles;
- (f) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of this condition; and
- (g) give the occupants of other Lots in the building not less than 24 hours notice of any demolition or other work involving the use of percussion tools.

46.4 Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather), the Owner must complete the works within four weeks of commencement.

46.5 The Owner may not vary the works except in accordance with the written approval of the Owners Corporation and, if such approval is required, the Council.

46.6 After completion of the works, the Owner must provide the Owners Corporation with a copy of the compliance certificate for the works under Part 4A of the Environment Planning and Assessment Act 1979.

### **Maintenance**

46.7 The Owner must:

- (a) maintain the works and all associated additions and alterations, ancillary fittings and fixtures in a state of good and serviceable repair; and
- (b) renew or replace the works and all associated additions and alterations, ancillary fittings and fixtures whenever necessary.

46.8 Subject to any amendment of the by-laws from time to time and to any resolution of the Owners Corporation required under the Management Act, the Owner continues to be responsible to properly maintain the Common Property referred to in this by-law and to keep it in a state of good and serviceable repair.

## **Damage**

- 46.9 The Owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the strata scheme.
- 46.10 If the Owner fails to comply with clauses 45.7 and 45.8 the Owners Corporation has the power to carry out the work required and charge the cost of any maintenance or rectification works to the Lot.

## **Indemnity**

- 46.11 The Owner must indemnify the Owners Corporation against any liability or expense which would not have been incurred if the works had not been undertaken and, for the purposes of this condition, the certificate of the Owners Corporation's insurer will be conclusive evidence of the fact and of the amount of any increase in an insurance premium or excess payable by the Owners Corporation and attributable to the works.

## **Insurance**

- 46.12 If a claim is made in respect of any insurance of the works held by the Owner, the Owner must apply the proceeds to the repair or completion of the works, or to reimbursement for their repair or completion.
- 46.13 Subject to prior written agreement by the Owner, the Owners Corporation may make and conduct any claim against an insurer under the Contractors' All Risks Insurance policy in respect of the works.

## **Costs**

- 46.14 The Owner must meet all reasonable expenses (including any legal expenses) of the Owners Corporation incurred in the implementation and enforcement of this by-law (including any cost of restoring the Common Property the subject of the works).

## **47. GREASE TRAP**

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### **47.1 Definitions**

**Grease Trap** means the grease trap serving the Commercial Lots and all pumps, pipes, electrical connections and ancillary equipment.

### **47.2 Conditions**

The Grease Trap installed may be connected to all Commercial Lots.

- (a) It is owned by the Owners Corporation and is Common Property
- (b) The Owners of the Commercial Lots connected to the Grease Trap must maintain the Grease Trap on the Common Property in the position in which the Grease Trap was installed by the Original Owner.

### **47.3 Exclusive Use**

The Owners of the Commercial Lots have the exclusive use of those parts of the Common Property to which the Grease Trap is attached.

### **47.4 Responsibility for Maintenance and Indemnity**

- (a) The Owners of the Commercial Lots connected to the Grease Trap:

- (i) must make prior arrangements with the Executive Committee to gain access to any part of the Grease Trap situated on Common Property;
  - (ii) must comply with the requirements of any competent authority regarding the operation of the Grease Trap;
  - (iii) must repair any damage to Common Property caused by exercising the rights or complying with the obligations under this By-law; and
  - (iv) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under the By-law.
  - (v) must reimburse the Owners Corporation by way of levy for the servicing, pumping out of, repair of or replacement of the Grease Trap, including all associated costs.
- (b) The Owners Corporation:
- (i) must maintain replace or repair the Grease Trap, which costs are recoverable from the Commercial Lots connected to the grease trap by way of levy
  - (ii) must enter into all necessary contracts and arrangements for cleaning and pumping out the Grease Trap.

#### 47.5 Recovery of Costs

- (a) The portion of the costs allocated to each Commercial Lot connected to the Grease Trap is to be determined by the Owners Corporation in its absolute discretion.
- (b) The Owners Corporation may recover the costs as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

#### 48. CHILDCARE LOTS

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48.1 The Owner of each Childcare Lot shall have a special privilege and an exclusive right to:

- (a) carry out any works within the Childcare Lot as permitted by Council including works which affect Common Property;
- (b) vary trading hours of the Child Care Lot to such hours as approved by Council;
- (c) install any Service, duct, mechanical equipment, compressors, grease trap, or other services in the area of the Common Property designated for services, including air-conditioning equipment above the driveway;
- (d) install ducts, cables, pipes in the any existing duct installed on the Common Property for the use of the Childcare Lots;
- (e) drill holes in the floor of any Childcare Lot provided that any such hole does not penetrate the post tensioning cables in the slab.

These rights and exclusive use are on the following conditions:

- (i) the Services and/or items must be installed in accordance with the relevant Australian Standard with respect to the equipment and noise emissions and the Building Code of Australia in relation to any drill holes and must be approved by the relevant authority;

- (ii) the Owner who has installed a Service and/or item must repair and replace his or her own Service and/or item and pay for all running costs if any for such Service and/or item;
- (iii) the Owner shall comply with the requirements of any relevant complying authority regarding the use and operation of any Service and/or item;
- (iv) the Owner shall indemnify the Owners Corporation against all claims and liability caused by exercising these rights or complying with obligations under this by-law.

48.2 The Owner has the exclusive use of those parts of the Common Property which are altered or added to as a consequence of carrying out the works the subject of this by-law.

## **49. EMBEDDED NETWORK**

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### **49.1 Appointment**

The Owners Corporation may:

- (a) appoint Embedded Network Suppliers to provide Embedded Network Services to Lots and Common Property; and
- (b) enter into an agreement or agreements with Embedded Network Suppliers to provide those Embedded Network Services.

### **49.2 Terms of the agreement**

- (a) There may be several agreements.
- (b) The first agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Embedded Network Supplier.
- (c) The agreement may contain provisions which provide for:
  - (i) a periodical fee payable by Owners to the Embedded Network Supplier for the provision of the Embedded Network Services to their Lot;
  - (ii) a periodical fee payable by the Owners Corporation to the Embedded Network Supplier for the provision of the Embedded Network Services to Common Property;
  - (iii) provide for the fee to be:
    - (A) based on an agreed fee for the Lot or Common Property determined by the Embedded Network Supplier; or
    - (B) based on the usage of the Embedded Network Service by a Lot or Common Property; and
    - (C) reviewed annually by the Embedded Network Supplier.
- (d) The agreement may include provisions about:
  - (i) the manner in which the Embedded Network Supplier must provide the Embedded Network Service;
  - (ii) the manner in which employees and contractors are to be engaged;
  - (iii) the manner in which the agreement may be assigned; and

- (iv) the manner in which a party may terminate the agreement due to the failure of the other party to perform its Functions or comply with its obligations under the agreement.
- (e) The agreement may contain provisions pursuant to which the Owners Corporation:
  - (i) consents to and permits the Embedded Network Supplier to use any part of the Common Property for the purposes of providing Embedded Network Services; and
  - (ii) agrees not to permit any other party to use Common Property for the purpose of providing Embedded Network Services.
  - (iii) Must not terminate the agreement without appointing another manager for the provisioning of the Embedded Network Services.

If the Owners decide to terminate the Embedded Network Supplier from the provisions of Embedded Network Services, the Owners or its newly appointed Embedded Network Supplier will have to pay for the Embedded Network Equipment.

#### 49.3 Obligations of Owners

Owners must not:

- (a) interfere with or obstruct an Embedded Network Supplier from providing the Embedded Network Services contemplated by the agreement; and
  - (b) interfere with or obstruct an Embedded Network Supplier from using any part of Common Property in providing the Embedded Network Services contemplated by the agreement;
  - (c) obstruct or interfere the Embedded Network Supplier In relation to the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for the building generally.
- (a) The appointment will be at the Embedded Network Suppliers expense for the duration or term of the agreement with the Owners.

#### 49.4 Definitions

**Embedded Network** means the configuration of:

- (a) Energy Infrastructure; and
- (b) Embedded Network Equipment, downstream of and including the Gate Meter needed to deliver Utilities to and around the Site.

Embedded networks also refer to the supply of any Utilities to be provided to customers.

**Embedded Network Equipment** means the central hot water heating plant including boilers, energy or utility meters and communication devices or any other asset owned, operated and maintained by the Provider at the site, downstream to the Gate Meter, required to deliver the Utilities, excluding the Energy Infrastructure.

**Embedded Network Provider** means an entity that supplies Embedded Network Services.

**Embedded Network Service** can mean the supply of any of:

- (a) electricity;

- (b) gas;
- (c) hot water;
- (d) chilled water;
- (e) potable water;
- (f) recycled water;
- (g) internet services;
- (h) mobile telephone signal distribution services; or
- (i) fibre communications.

## SECTION 5 - INTERPRETATION

### Undefined Words

Undefined words in these by-laws have the same meaning as they do in the Management Act.

### Defined Words

**Air Conditioning Equipment** means the air conditioner inside a Lot or on Common Property and includes air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

**Benefited Party** means any person or body corporate having the benefit of an Easement.

**Building** means the building constructed at 23 Roger Street, Brookvale comprising a mixed commercial and residential apartment building with basement parking.

**Car Space** means that part of the Parcel designed for parking cars and includes a Lot marked as being a car space or Utility Lot on the Strata Plan and any part of a Lot marked on the Strata Plan as being a car space.

**Childcare Lot** means Lots numbered 1, 2, 14 and 15 in the Strata Plan.

**Commercial Lot** means the Childcare Lots, Office Lots, Retail Lots and the ground floor part of the Work/Live Lots.

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Consent Authority** means the Council or any statutory, public or other authority having jurisdiction over the Building.

**Council** means Northern Beaches Council.

**Equipment** includes plant, machinery, security devices and any cabling installed for the necessary operation of the Building.

**Exclusive Use Area** means that part or those parts of the Common Property the subject of an Exclusive Use By-law.

**Exclusive Use By-law** means an exclusive use and special privilege by-law made in accordance with Division 3 of the Management Act.

**Development Act** means the Strata Schemes Development Act (2015) Legislation means the Management Act and the Development Act.

**Lot** means a Lot in the Strata Plan and otherwise has the meaning given to it by the Development Act

**Management Act** means the Strata Schemes Management Act 2015, as amended.

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act.

**Occupier** means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot).

**Office Lot** means Lots 11 and 12 in the Strata Plan

**Open Courtyard** means those parts of a Lot marked 'Of' on the Strata Plan.

**Open Garden Area** means those parts of a Lot marked 'G' on the Strata Plan

**Original Owner** means the registered proprietor of all the Lots at the time of registration of the Strata Plan.

**Owner** means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

**Owners Corporation** means the Owners Corporation formed on registration of the strata scheme for the building.

**Parcel** means the land comprising the Lots and Common Property the subject of the strata scheme.

**Residential Lot** means Lots 16 to 88 in the Strata Plan and the level one part of the Work/Live Lots.

**Restricted Matter** means a matter or class of matter which:

- (a) in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Retail Lot** means Lots 3, 4 and 13 in the Strata Plan.

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Service** means water, drainage, sewer, electricity, gas, telephone, pay TV, communication service or any duct that has been constructed in the Building capable of providing any type of service or benefit to any Lot within the Building or any other similar service required by the Owner or Occupier of any Lot.

**Service Provider** means any person or authority providing any of the Service to the Building.

**Strata Plan** means the registered strata plan SP97298.

**Utility Lot** means Lots 89 and 90 in the Strata Plan.

**Vehicle** includes motorcars, motorcycles, bicycles, boats, caravans, trucks and trailers.

**Visitor Car Space** means that part of the Common Property designated for parking of visitors Vehicle(s) and marked 'VP' on the Strata Plan.

**Work/Live Lot** means Lots 5 to 10 in the Strata Plan.

## **50. SPECIAL BY-LAW 1 - FLY SCREEN WORKS (PASSED 4 DECEMBER 2018)**

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### **50.1 Introduction**

The purpose of this by-law is to permit the owner of the lot to carry out fly screen works. The by-law will also cover any retrospective works undertaken prior to the making of this by-law, subject to the terms of this by-law.

### **50.2 Authorisation and Conditions of Works**

- (a) The owners corporation:
  - (i) specifically authorises and grants a special privilege to the owner to carry out the Works;
  - (ii) grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works; and
  - (iii) grants to each owner a special privilege to keep and use any Works which had been done when this by-law was passed.
- (b) The owner must prior to commencing any Works:
  - (i) give at least 14 days' notice; and
  - (ii) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- (c) During any Works, the owner must:
  - (i) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
  - (ii) cause as little disruption as possible to other occupants of the strata scheme;
  - (iii) only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
  - (iv) not store any items on common property; and
  - (v) comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- (d) The owner must properly maintain and keep in a state of good and serviceable repair their Works, including all common property forming part of or altered by their Works.
- (e) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- (f) The owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their Works.

### **50.3 Owners corporation's power in the event of a breach of this by-law**

- (a) If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:
  - (i) rectify the breach;

- (ii) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- (iii) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

#### 50.4 Interpretation

- (a) In this by-law:

**Act** means the Strata Schemes Management Act 2015;

**lot** means each lot in the strata scheme;

**owner** means the owner of the lot for the time being;

**Works** means the installation of fly screens in the colours and style approved by the owners corporation, which as at the date of this by-law is charcoal mesh and the frame colour to match the window frame colour and includes any retrospective work completed prior to the registration of this by-law;

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (c) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- (d) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

### 51. SPECIAL BY-LAW 2 - FROSTING WORKS (PASSED 4 DECEMBER 2018)

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#### 51.1 Introduction

The purpose of this by-law is to permit the owner of the lot to carry out frosting works on a lot's balcony balustrade. The by-law will also cover any retrospective works undertaken prior to the making of this by-law, subject to the terms of this by-law.

#### 51.2 Authorisation and Conditions of Works

- (a) The owners corporation:
  - (i) specifically authorises and grants a special privilege to the owner to carry out the Works;
  - (ii) grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works; and
  - (iii) grants to each owner a special privilege to keep and use any Works which had been done when this by-law was passed.
- (b) The owner must prior to commencing any Works:
  - (i) give at least 14 days' notice; and
  - (ii) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

- (c) During any Works, the owner must:
- (i) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
  - (ii) cause as little disruption as possible to other occupants of the strata scheme;
  - (iii) only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
  - (iv) not store any items on common property; and
  - (v) comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- (d) The owner must properly maintain and keep in a state of good and serviceable repair their Works, including all common property forming part of or altered by their Works.
- (e) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- (f) The owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their Works.

#### 51.3 Owners corporation's power in the event of a breach of this by-law

- (a) If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:
- (i) rectify the breach;
  - (ii) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
  - (iii) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

#### 51.4 Interpretation

- (a) In this by-law:

**Act** means the Strata Schemes Management Act 2015;

**lot** means each lot in the strata scheme;

**owner** means the owner of the lot for the time being;

**Works** means the installation of clear frosted film or clear frosted glass on a lot's balcony balustrades and includes any retrospective work completed prior to the registration of this by-law;

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (c) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

- (d) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

**52. SPECIAL BY-LAW 3 - AWNING AND PERGOLA WORKS (ALL LOTS) (PASSED 4 DECEMBER 2018)**

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**52.1 Introduction**

The purpose of this by-law is to permit the owner of the lot to carry out pergola and awning works. The by-law will also cover any retrospective works undertaken prior to the making of this by-law, subject to the terms of this by-law.

**52.2 Authorisation and Conditions of Works**

- (a) The owners corporation:
- (i) specifically authorises and grants a special privilege to the owner to carry out the Works;
  - (ii) grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works; and
  - (iii) grants to each owner a special privilege to keep and use any Works which had been done when this by-law was passed.
- (b) The owner must prior to commencing any Works:
- (i) give at least 14 days' notice;
  - (ii) provide to the strata committee any diagrams, plans or other documents as reasonably required for their consideration; and
  - (iii) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- (c) During any Works, the owner must:
- (i) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;;
  - (ii) cause as little disruption as possible to other occupants of the strata scheme;
  - (iii) only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
  - (iv) not store any items on common property; and
  - (v) comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- (d) The owner must properly maintain and keep in a state of good and serviceable repair their Works, including all common property forming part of or altered by their Works.
- (e) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- (f) The owner must at his or her cost:

- (i) promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their Works; and
- (ii) ensure the Works are white, off white or brown to remain consistent with the external appearance, style and colour of the building ; and
- (iii) ensure the Works comply with clause 2.9 and 2.10 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### 52.3 Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- (a) rectify the breach;
- (b) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- (c) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

#### 52.4 Interpretation

- (a) In this by-law:

**Act** means the Strata Schemes Management Act 2015;

**lot** means each lot in the strata scheme respectively;

**owner** means the owner of the lot for the time being;

**Works** means the installation of a retractable awning, fixed shade sail, fixed pergola or similar fixed roof structure to be located on the lot's balcony and affixed to a common property wall for structural support, including the erection of the frame and weather protection sides and any drilling and includes any retrospective work completed prior to the registration of this by-law;

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (c) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- (d) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

### **53. SPECIAL BY-LAW 4 - BOLLARDS (ALL LOTS) (PASSED 4 DECEMBER 2018)**

---

#### 53.1 Introduction

The purpose of this by-law is to permit each owner of a lot to carry out the installation of an automatic bollard, subject to the terms of this by-law.

#### 53.2 Authorisation and Conditions of Works

- (a) The owners corporation:

- (i) specifically authorises and grants a special privilege to the owner to carry out the Works; and
  - (ii) grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.
- (b) The owner must:
  - (i) prior to commencing any Works:
  - (ii) give at least 14 days' notice; and
  - (iii) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- (c) During any Works, the owner must:
  - (i) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
  - (ii) cause as little disruption as possible to other occupants of the strata scheme;
  - (iii) only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
  - (iv) not store any items on common property; and
  - (v) comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- (d) The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.
- (e) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- (f) The owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works.
- (g) The owner must ensure the bollards are placed 800 mm from the front of the car space and in line with the concrete columns.
- (h) For the sake of clarity, an owner must only install the bollard detailed in the statement or another model approved by the owners corporation from time to time.

### **53.3 Owners corporation's power in the event of a breach of this by-law**

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- (a) rectify the breach;
- (b) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- (c) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

#### 53.4 Interpretation

- (a) In this by-law:

**Act** means the Strata Schemes Management Act 2015;

**lot** means each lot in the strata scheme;

**owner** means the owner of the lot for the time being;

**statement** means the document produced by Secure Spot detailing the specifications and overview of the Works annexed to this by-law and marked "A";

**Works** means the installation of an automatic remote control bollard to be affixed to an owners car space in accordance with the statement, including core drilling, drilling and bolting through the common property floor and any ancillary work;

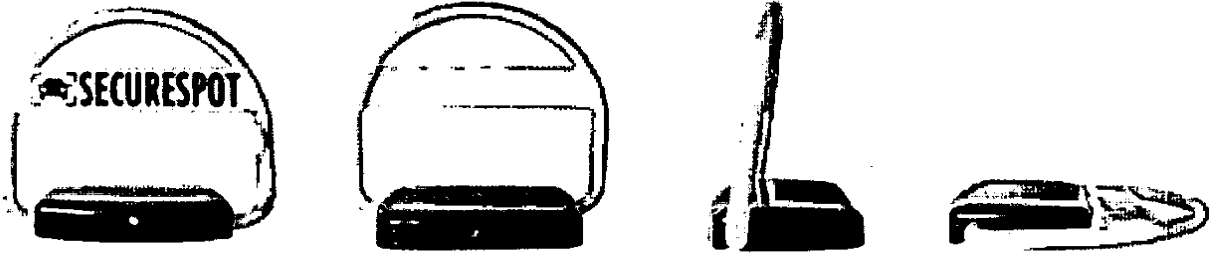
- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (c) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- (d) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

## ANNEXURE "A" TO SPECIAL BY-LAW 4 - BOLLARDS



# THE "STATEMENT"

## AUTOMATIC REMOTE CONTROL BOLLARD



Our Automatic Remote Control Bollard is one of the tallest on the market. This STATEMENT bollard stands at 530mm high, which is over half a metre tall! It's sleek rounded shape makes for a bollard that looks good and protects your car space with authority.

### UNIQUE

We are proud to be the sole supplier for this model and along with the SOLAR bollard, it's the only one of its' kind in Australia and makes it unique to SecureSpot.

### QUALITY

A heavy duty steel and cast iron base is in line with the Quality, Strength and Durability that we offer and this along with a few extra features will definitely make a strong "STATEMENT" in your car spot.

You have the control - actually, you'll have two! Each automatic remote control bollard comes with 2 remote controls as standard and additional ones can be programmed upon request\*

You have the comfort - raise and lower your bollard within seconds from inside your vehicle! With a 15m remote range, you can lower your bollard and drive straight into your spot.

### ADDITIONAL OPTIONS

Masier Remote Controls are also available so that when purchasing in bulk you have the ability to control literally hundreds of bollards individually with one device\*

Keyed alike options are available for bollards bought in bulk meaning that when it comes time to change the batteries, opening up each bollard base is made much simpler with no need to manage multiple keys for different bollards.

#### FEATURES

Our automatic remote control bollard has crash resistance\*\* - this alarm feature will give you peace of mind to know that if any minor bumps occur, then your bollard will be protected. If it gets knocked by a car, or by a person, the alarm will sound and the bollard will rise back up.

#### ENHANCE PROTECTION WITH REFLECTIVE STICKERS

Every STATEMENT automatic remote control bollard comes with a Reflective Vinyl SecureSpot Sticker. Not only does this enhance the visibility of your bollard during the day, at night time it will brightly reflect headlights making it a fantastic addition. Want it to stand out with your name, not ours? Customisation is available for our whole range of bollards.

#### DURABLE

Suitable for indoor or outdoor car parks, the weather proof powder coating will ensure your bollard will be able to withstand Australia's sometimes harsh conditions.

Our STATEMENT bollard has a very reasonable price point, with the cost being less than other models on the market which are smaller. For this reason, and the features mentioned above, there's no wonder this automatic remote control is our best seller.

#### MAINTENANCE

Each bollard comes with a rechargeable battery and requires a charge approximately every 3 months.

\$350+GST including installation. Prices outside of Melbourne may vary. Ask us about Bulk Pricing.

DIMENSIONS	SPECIFICATIONS
<b>RAISED</b>	
▪ HEIGHT: 530MM	▪ HEAVY DUTY STEEL
▪ WIDTH: 560MM	▪ WEATHERPROOF POWDER COATING
▪ DEPTH: 400MM	▪ REMOTE CONTROL OPERATED
<b>LOWERED</b>	▪ 2 REMOTE CONTROLS
▪ HEIGHT: 80MM	▪ 2 KEYS TO BASE
▪ WIDTH: 560MM	▪ MASTER REMOTE CONTROLS AVAILABLE
▪ DEPTH: 560MM	

\*Additional remote controls will incur a charge of \$30+GST or a 4-pack for \$100+GST including programming at the time of ordering your statement bollards.

\*\*The statement automatic remote control bollard is designed to be a parking deterrent. We do not recommend that your statement bollard gets hit by a car. The crash resistant feature is in place for small "bumps" at a very slow speed and we provide no guarantee that your statement bollard will be in working condition after it has been hit.

**QUALITY BOLLARDS. PREMIUM SERVICE. BEST PRICES.**

1300 583 231 | [WWW.SECURESPOT.COM.AU](http://WWW.SECURESPOT.COM.AU) | [INFO@SECURESPOT.COM.AU](mailto:INFO@SECURESPOT.COM.AU)

## **54. SPECIAL BY-LAW 5 - CCTV CAMERA (PASSED 4 DECEMBER 2018)**

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### **54.1 Introduction**

The purpose of this by-law is to assist the management and administration of the strata scheme by detailing the use of the CCTV camera.

### **54.2 Consent to CCTV**

By virtue of this by-law, each owner and occupier consents to the installation of one or more CCTV cameras on the common property and the subsequent surveillance of the common property.

### **54.3 Conditions for use**

- (a) The owners corporation intends to install one or more CCTV cameras throughout the common property.
- (b) Once installed, a CCTV camera is part of the common property and is the responsibility of the owners corporation to repair and maintain in accordance with section 106 of the Act.
- (c) The owners corporation (or the strata committee) will decide how CCTV footage will be stored and may appoint a contractor to keep and store CCTV footage.
- (d) Any CCTV footage is a record or document in the custody or under the control of the owners corporation, and can be accessed by an owner under section 182 of the Act.
- (e) An owner or occupier who accesses the CCTV footage under section 182 of the Act must not distribute or use the footage in any way which is a breach of the privacy legislation.
- (f) The strata committee may have access to the CCTV footage at any time and must not distribute or use the footage in any way which is a breach of the privacy legislation.
- (g) An owner must not alter, amend or cover a CCTV camera in any way or take any action which damages the CCTV camera or makes the CCTV camera inoperable.
- (h) An owner must notify the owners corporation immediately if the owner is concerned that the CCTV camera is not functioning sufficiently.

### **54.4 Interpretation**

- (a) In this by-law:

**Act** means the Strata Schemes Management Act 2015.

**lot** means a lot in the strata scheme.

**owner** means an owner of a lot in the strata scheme.

**Privacy legislation** means the Privacy Act 1998 (Cth) and the Surveillance Devices Act 2007 (NSW).

**property** means the property to which the strata scheme applies.

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- (c) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

- (d) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

## **55. SPECIAL BY-LAW 6 - ELECTRICITY METERS (ALL LOTS) (PASSED 4 DECEMBER 2018)**

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### **55.1 Introduction**

The purpose of this by-law is to permit each owner of a lot to carry out the installation of an individual electricity meter to serve their lot, subject to the terms of this by-law.

### **55.2 Authorisation and Conditions of Works**

- (a) The owners corporation:
  - (i) specifically authorises and grants a special privilege to the owner to carry out the Works; and
  - (ii) grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works, and the common property where the Works are located.
- (b) The owner must prior to commencing any Works:
  - (i) give at least 14 days' notice; and
  - (ii) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- (c) During any Works, the owner must:
  - (i) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;
  - (ii) cause as little disruption as possible to other occupants of the strata scheme;
  - (iii) only work between the hours of 7am to 5pm Monday to Friday and 8am to 1pm on Saturday and only use noisy equipment between 10am and 3pm Monday to Saturday, and in both cases not work on Sundays or public holidays;
  - (iv) not store any items on common property; and
  - (v) comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- (d) The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.
- (e) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- (f) The owner must at his or her cost:
  - (i) promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works;
  - (ii) ensure any components of the Works do not obstruct any part of the common property or another lot; and

- (iii) ensure the Works are consistent with the colour, style and appearance of the building.

### 55.3 Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- (i) rectify the breach;
- (ii) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- (iii) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

### 55.4 Interpretation

- (a) In this by-law:

**Act** means the Strata Schemes Management Act 2015;

**lot** means each lot in the strata scheme;

**owner** means the owner of the lot for the time being;

**Works** means the installation of an electricity meter to service and record usage at a lot, located on the part of the common property approved by the owners corporation, to be connected to the main electricity meter of the owners corporation, including but not limited to any ancillary electrical and plumbing works as reasonably required and subject to the approval (acting reasonably) of the owners corporation;

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (c) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- (d) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

## 56. SPECIAL BY-LAW 7 - RECOVERY OF COSTS (PASSED 8 APRIL 2019)

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### 56.1 Introduction

The purpose of this by-law is to assist the owners corporation to better manage and administrate the strata scheme by prohibiting certain acts and enabling the owners corporation to recover certain costs.

### 56.2 Damaging Common Property, Personal Effects, Disposing Rubbish and False Fire Alarms

- (a) An owner or occupier must not dump, dispose, or leave any rubbish or personal effects on common property;

- (b) An owner or occupier must not damage any common property in any way, by their acts or omissions
- (c) An owner or occupier must not trigger a false fire alarm.
- (d) An owner or occupier must not leave, deposit, keep on a temporary or recurring basis or otherwise any personal items or effects on common property.
- (e) Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
  - (i) dump, dispose or leave any rubbish on common property;
  - (ii) damage common property;
  - (iii) leave, deposit, keep on a temporary or recurring basis or otherwise any personal items or effects on common property; and
  - (iv) trigger a false fire alarm.

### **56.3 Owners corporation's power in the event of a breach of this by-law**

If an owner or occupier breaches this by-law, the owners corporation may:

- (a) If the breach is of clause 56.2(a), 56.2(b), 56.2(e)(i) or 56.2(e)(iii), recover from the person responsible the charge issued to the owners corporation for the disposal of that rubbish or personal effect on common property;
- (b) If the breach is of clause 56.2(c) or 56.2(e)(iv), recover from the person responsible the charge issued to the owners corporation for that false fire alarm; and
- (c) If the breach is of clause 56.2(b) or 56.2(e)(ii), recover from the person responsible its costs or damages flowing from that breach, including:
  - (i) the cost of repairing the damaged common property; or
  - (ii) any amount payable to the owners corporation's insurer, such as any excess or increased premiums,

and the expenses of recovering those costs.

### **56.4 Legislation for disposal of abandoned goods**

Notwithstanding the provisions of the by-law, the owners corporation may take action in accordance with section 125 of the Act and clause 32 of the Regulations.

### **56.5 Recovery**

- (a) A debt will be recoverable in the same manner as unpaid contributions.
- (b) A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same rate as unpaid contributions under section 85 of the Act.
- (c) The owners corporation may recover all of its expenses of recovering a debt on an indemnity basis.

### **56.6 Interpretation**

- (a) In this by-law:

**Act** means the *Strata Schemes Management Act 2015*.

**debt** means any amount payable to the owners corporation under this by-law.

**false fire alarm** means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

- (a) is required to attend the strata scheme (including lot and common property); and
- (b) charges the owners corporation a fee for that attendance

**occupier** means an occupier of a lot in the strata scheme.

**owner** means an owner of a lot in the strata scheme.

**personal items or effects** means, without limitation, any personal belongings, shoes, toys, furniture and other items;

**person responsible** means, at the owners corporation's discretion:

- (a) the person who has breached clause 56.2(a), 56.2(b), 56.2(c), or 56.2(d),; or
- (b) an owner who is in breach of clause 56.2(e), by failing to use the necessary reasonable endeavours.

**Regulations** means the *Strata Schemes Management Regulations 2016*.

**rubbish** means any material, item, good or object.

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- (c) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- (d) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

## **57. SPECIAL BY-LAW 8 - PRIVACY SCREEN – LOT 74 (PASSED 8 APRIL 2019)**

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### **57.1 Introduction**

The purpose of this by-law is to define the rights and obligations of the lot owner in relation to the privacy screen, which is to provide privacy to the lot owners balcony.

### **57.2 Authorisation and Conditions**

- (a) The owner must properly maintain and keep in a state of good and serviceable repair the privacy screen, including all common property forming part of or altered by the privacy screen.
- (b) The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of the use of the privacy screen.
- (c) The owner must at his or her cost promptly make good any damage to the common property upon the removal of the privacy screen.

- (d) The owner must ensure that no anchoring or any drilling is to occur through any waterproofing membranes, in order to preserve the integrity of the waterproofing membrane.
- (e) The owners corporation is permitted to use the privacy screen in order to access the enclosed roof area, by providing the owner with 72 hours' notice.
- (f) The owner must comply with all reasonable requests of the owners corporation to access the common property area.
- (g) The owner must not unreasonably refuse access to the owners corporation, its agents or contractors.
- (h) The sole purpose of this privacy screen is to provide security and privacy for the lot owner. The common property area is non-trafficable and is only to be used and exclusively accessed by authorised maintenance personnel.

### 57.3 Owners corporation's power in the event of a breach of this by-law

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

- (a) rectify the breach or remove the privacy screen and re-instate the common property.
- (b) access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and
- (c) recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

### 57.4 Interpretation

- (a) In this by-law:

**Act** means the *Strata Schemes Management Act 2015*.

**lot** means lot 74 in the strata scheme;


**owner** means the owner of the lot for the time being;

- (b) Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;
- (c) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and
- (d) If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict

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The seal of The Owners – Strata Plan No. **97298** was affixed on 31 May 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: Murray Cameron  
Authority: Strata Manager



Signature: .....  
Name: .....  
Authority: .....

Approved Form 10

FILM WITH  
AP294787

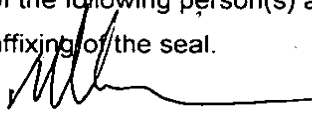
Certificate re Initial Period

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 97298 was affixed on <sup>31 May 2019</sup> 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: Murray Cameron Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date  
\* Strike through if inapplicable.



## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Vogue Conveyancing  
PO Box 154  
ARTARMON NSW 1570

**Reference:** CLL:01/0137  
**Date:** 26/08/2019  
**Certificate No.** ePLC2019/4630

**Address of Property:** 410B/23 Roger Street BROOKVALE NSW 2100  
**Description of Property:** Lot 77 SP 97298

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## Planning Certificate – Part 2

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

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

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

##### **1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

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

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

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

## **1.2 Draft Environmental Planning Instruments**

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

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

Review of State Environmental Planning Policy 44 – Koala Habitat Protection  
State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)  
Draft State Environmental Planning Policy (Environment)  
Draft State Environmental Planning Policy (Primary Production and Rural Development)  
Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

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

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

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

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

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

**Council resolution:** 25 November 2014

**Gateway Determination:** 28 January 2015

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

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

**Outline:** Amends WLEP 2011 to:

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

**Council resolution:** 23 September 2014

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

### **1.3 Development Control Plans**

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

Warringah Development Control Plan 2011

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

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

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

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

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

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

#### **Zone B5 Business Development**

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

- To enable a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To provide for the location of vehicle sales or hire premises.
- To create a pedestrian environment that is safe, active and interesting by incorporating street level retailing and business uses.

##### **2 Permitted without consent**

Nil

##### **3 Permitted with consent**

Centre-based child care facilities; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Landscaping material supplies; Neighbourhood shops; Passenger transport facilities; Respite day care centres; Roads; Self-storage units; Specialised retail premises; Take away food and drink premises; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

##### **4 Prohibited**

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home

businesses; Home occupations; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Office premises; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Retail premises; Rural industries; Sex services premises; Storage premises; Tourist and visitor accommodation; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

### **Additional permitted uses**

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

#### **Schedule 1 Additional permitted uses**

(Clause 2.5)

##### **1 Use of certain land at 8 Aperta Place, Beacon Hill**

- (1) This clause applies to land at 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335, shown as "Area 1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties).

##### **2 Use of certain land at 5 Hews Parade, Belrose**

- (1) This clause applies to land at 5 Hews Parade, Belrose, being Lot 6, DP 834036, shown as "Area 2" on the Additional Permitted Uses Map.
- (2) Development for the purposes of pubs is permitted with consent.

##### **3 Use of certain land at corner of Mona Vale Road and Forest Way, Belrose**

- (1) This clause applies to land at the corner of Mona Vale Road and Forest Way, Belrose, shown as "Area 3" on the Additional Permitted Uses Map.
- (2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m<sup>2</sup>), function centres, hotel or motel accommodation, pubs and shops (with a gross floor area not exceeding 2,500m<sup>2</sup>) is permitted with consent.
- (3) Hotel or motel accommodation and pubs referred to in subclause (2) must include at least one room for the holding of conferences, functions and similar events.

##### **4 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and McBrien Place, Davidson and John Oxley Drive, Frenchs Forest**

- (1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and McBrien Place, Davidson and John Oxley Drive, Frenchs Forest, shown as "Area 4A", "Area 4B" or "Area 4C" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability and visual sensitivity of the land and any impact on the water quality of Middle Harbour).

## **5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale**

(1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as “Area 5” on the Additional Permitted Uses Map.

(2) Development for the following purposes is permitted with consent:

(a) office premises,

(b) retail premises,

(c) shop top housing.

(3) Consent must not be granted under this clause to development for the purposes of shop top housing unless the consent authority is satisfied that the development will not have a significant adverse impact on any adjoining land in Zone IN1 General Industrial.

## **6 Use of certain land at Cottage Point**

(1) This clause applies to land at Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708, shown as “Area 6” on the Additional Permitted Uses Map.

(2) Development for the purposes of kiosks, marinas, neighbourhood shops and registered clubs is permitted with consent.

## **7 Use of certain land at 2 Anderson Place, Cottage Point**

(1) This clause applies to land at 2 Anderson Place, Cottage Point, being Lot 23, DP 819003, shown as “Area 7” on the Additional Permitted Uses Map.

(2) Development for the purposes of restaurants or cafes is permitted with consent.

## **8 Use of certain land at 30 Campbell Avenue, Cromer**

(1) This clause applies to land at 30 Campbell Avenue, Cromer, being Lot 1, DP 227969, shown as “Area 8” on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

## **9 Use of certain land at Pittwater Road, Dee Why**

(1) This clause applies to land at Pittwater Road, Dee Why, being Lot 1, DP 706230, shown as “Area 9” on the Additional Permitted Uses Map.

(2) Development for the purposes of recreational facilities (indoor) (provided that the facility operates in conjunction with a registered club) and registered clubs is permitted with consent.

## **10 Use of certain land at Melwood Avenue, Forestville**

(1) This clause applies to land at Melwood Avenue, Forestville, being Lot 2589, DP 752038 and Lot 31, DP 366454, shown as “Area 10” on the Additional Permitted Uses Map.

(2) Development for the purposes of registered clubs is permitted with consent.

## **11 Use of certain land at corner of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly**

(1) This clause applies to land at corner of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as “Area 11A” or “Area 11B” on the Additional

Permitted Uses Map.

(2) Development for the purposes of industrial retail outlets, service stations, hardware and building supplies, vehicle body repair workshops, vehicle repair stations and wholesale supplies is permitted with consent.

### **12 Use of certain land at 39 Frenchs Forest Road East, Frenchs Forest**

(1) This clause applies to land at 39 Frenchs Forest Road East, Frenchs Forest, being Lot X, DP 405206, shown as “Area 12” on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

### **13 Use of certain land at Lumsdaine Drive, Freshwater**

(1) This clause applies to land at Lumsdaine Drive, Freshwater, being Lot 100, DP 1136132 and Lot 2, DP 579837, shown as “Area 13” on the Additional Permitted Uses Map.

(2) Development for the purposes of recreation facilities (indoor), recreation facilities (outdoor) (but only if the facility, whether indoor or outdoor, operates in conjunction with a registered club) and registered clubs is permitted with consent.

### **14 Use of certain land at 29 Moore Road, Freshwater**

(1) This clause applies to land at 29 Moore Road, Freshwater, being Lots 1-5, Section 1, DP 7022 and Lot 13, Section 1, DP 7022, shown as “Area 14” on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

### **15 Use of certain land at 80 Undercliff Road, Freshwater**

(1) This clause applies to land at 80 Undercliff Road, Freshwater, being Lot B, DP 329073, shown as “Area 15” on the Additional Permitted Uses Map.

(2) Development for the purposes of restaurants or cafes is permitted with consent.

### **16 Use of certain land at 1260 Pittwater Road, Narrabeen**

(1) This clause applies to land at 1260 Pittwater Road, Narrabeen, being Lots 1 and 2, DP 1094308, shown as “Area 16” on the Additional Permitted Uses Map.

(2) Development for the purposes of hotel or motel accommodation is permitted with consent.

### **17 Use of certain land at 2 Aumuna Road, Terrey Hills**

(1) This clause applies to land at 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456, shown as “Area 17” on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, garden centres, hospitals, hotel or motel accommodation, places of public worship, pubs, recreation areas, recreation facilities (indoor), recreation facilities (outdoor), registered clubs and restaurants or cafes is permitted with consent.

### **18 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills**

(1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as “Area 18” on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, garden centres, hospitals, hotel or motel accommodation, places of public worship, recreation areas, recreation facilities (indoor), recreation facilities (outdoor), registered clubs and restaurants or cafes is permitted with consent.

### **19 Use of certain land in Zone RE1**

(1) This clause applies to the following land:

(a) land at Collaroy, known as Long Reef Golf Club, being Lot 1, DP 1144187, shown as “Area 19A” on the Additional Permitted Uses Map,

(b) land at Manly Vale, known as Manly Vale Bowling Club, being part of Lot 2743, DP 752038, shown as “Area 19B” on that map,

(c) land at North Balgowlah, known as Wakehurst Golf Club, being Lot 2730, DP 752038, shown as “Area 19C” on that map,

(d) land at North Manly, known as North Manly Bowling Club, being part of Lot 2743, DP 752038, shown as “Area 19D” on that map.

(2) Development for the purposes of registered clubs is permitted with consent if the registered club is incidental or ancillary to a recreation facility (indoor), recreation facility (major) or recreation facility (outdoor).

### **20 Use of certain land at Bundaleer Street, Belrose**

(1) This clause applies to land at Bundaleer Street, Belrose, being Lot 2, DP 1144741, shown as “Area 20” on the Additional Permitted Uses Map.

(2) Development for the purposes of recreation facilities (outdoor) is permitted with consent.

### **21 Use of certain land at 184 Wyndora Avenue, Freshwater**

(1) This clause applies to land at 184 Wyndora Avenue, Freshwater, being Lots 1, 2, 33, 34 and 35, DP 7912, shown as “Area 21” on the Additional Permitted Uses Map.

(2) Subdivision of the land and development for the purposes of attached dwellings is permitted with consent.

(3) Development consent may only be granted under this clause to a single development application that provides for:

(a) the subdivision of the land to create not more than 14 lots, and

(b) the erection of not more than 14 attached dwellings.

(4) Consent must not be granted under this clause to development for the purposes of an attached dwelling unless the consent authority is satisfied that the proposed development includes a single basement car park providing parking spaces for each of the dwellings erected on the land to which this clause applies.

### **22 Use of certain land at 632 and 634 Warringah Road, Forestville**

(1) This clause applies to land at 632 and 634 Warringah Road, Forestville, being Lots 9 and 8, DP 25052, shown as “Area 22” on the Additional Permitted Uses Map.

(2) Development for the purposes of:

(a) a service station, and

(b) a neighbourhood shop (with a retail floor area not exceeding 240m<sup>2</sup>), is permitted with consent if the land is used for both purposes, concurrently.

### **23 Use of certain land at 729-731 Pittwater Road, Dee Why**

(1) This clause applies to land at 729-731 Pittwater Road, Dee Why, being

Lot CP, SP 13436, shown as "Area 23" on the Additional Permitted Uses Map.

(2) Development for the purposes of medical centres and office premises is permitted with consent.

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

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

#### **(f) Critical habitat**

The land does not include or comprise critical habitat.

#### **(g) Conservation areas**

The land is not in a heritage conservation area.

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

The land does not contain an item of environmental heritage.

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

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

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

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

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

### **3. Complying Development**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Mine Subsidence**

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

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

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

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

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

Nil

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

Nil

#### **7A. Flood related development control Information**

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

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

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

## **9. Contribution plans**

The following applies to the land:

### **Northern Beaches Section 7.12 Contributions Plan 2019**

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

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

## **10. Biodiversity Stewardship Sites**

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

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

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

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

### **Bush Fire Prone Land**

The land is not bush fire prone land.

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

The land is not bush fire prone land.

## **12. Property vegetation plans**

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

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

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

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

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

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

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

- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

## **17. Site compatibility certificate and conditions for affordable rental housing**

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

## **18. Paper subdivision information**

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

## **19. Site verification certificates**

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

## **20. Loose-fill asbestos insulation**

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

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

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

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

In this clause:

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

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

## **Additional matters under the Contaminated Land Management Act 1997**

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

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

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



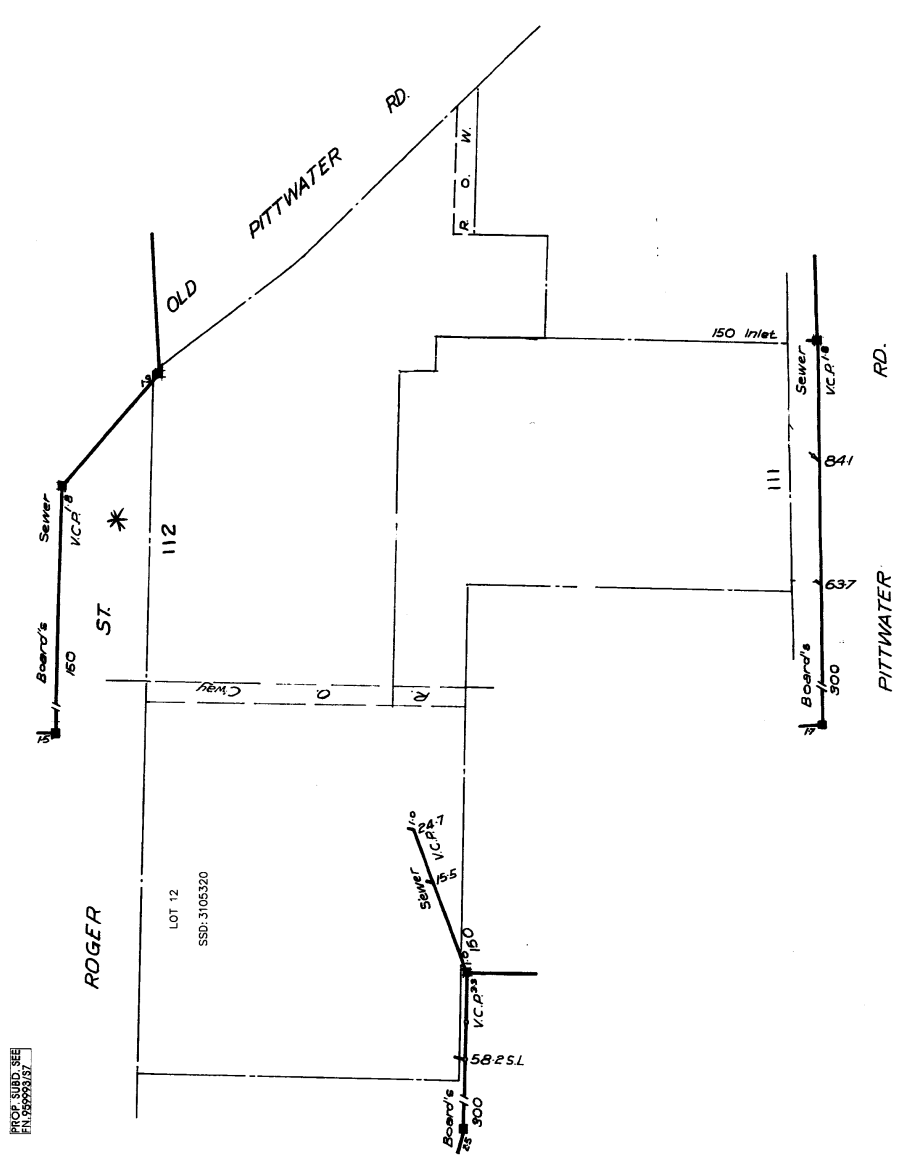
**Ray Brownlee PSM**  
**Chief Executive Officer**

**26/08/2019**

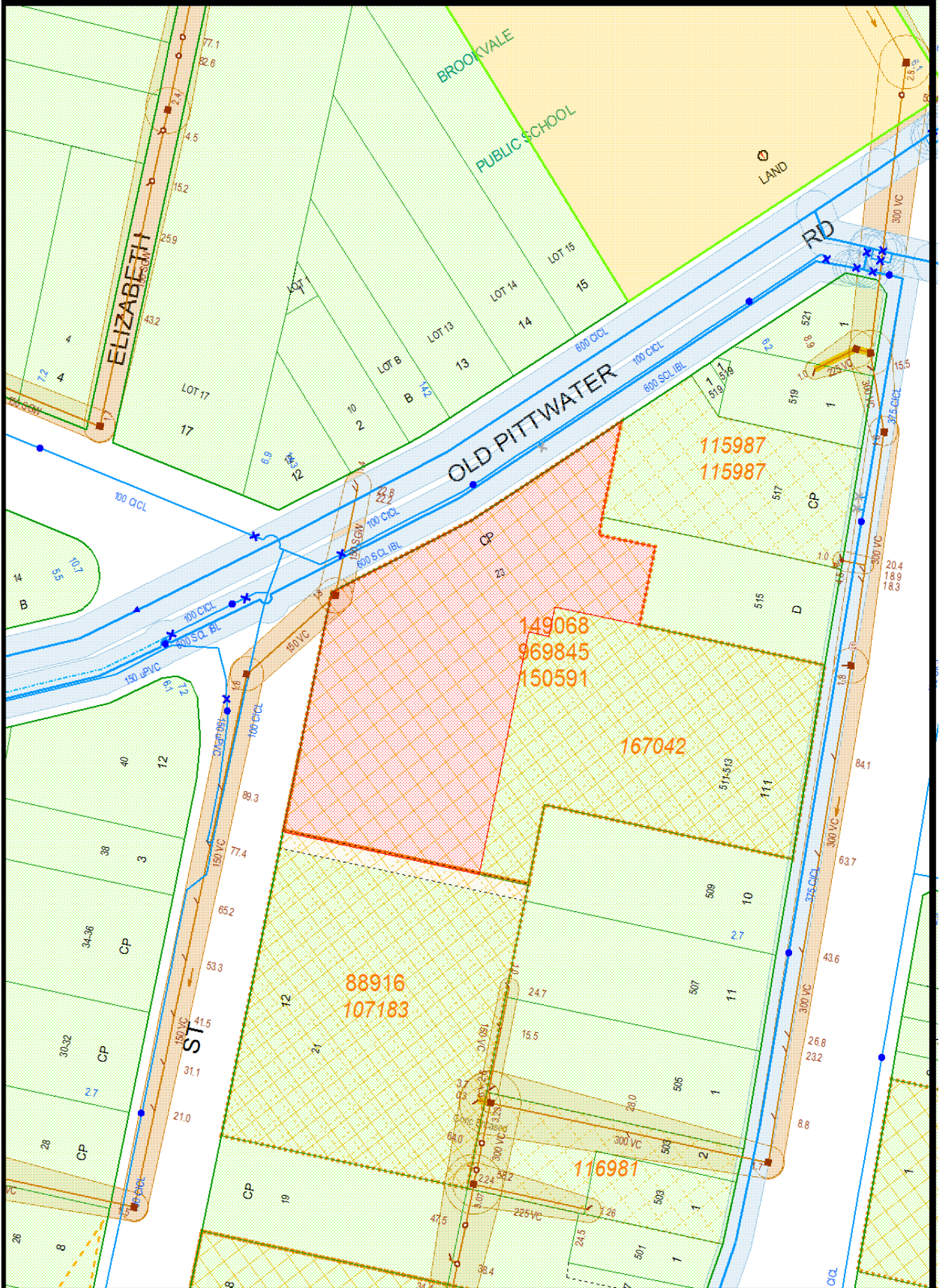


METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**SEWERAGE SERVICE DIAGRAM** No. 323137  
 Municipality of WARRINGAH  
 SYMBOLS AND ABBREVIATIONS  
 ■ R: Ret. in Valve    I: Induct Pipe  
 □: Boundary Trap    O: JHT    W: W.C.P.    S: Shower  
 P: Plumb    V: Vent Pipe    K: Kitchen Sink    C: Cast Iron Pipe  
 G: G.I.    D: Down Ch.    W: Water Closet    F: Floor Waste  
 M: M.T.    T: Tric.    D: Down Ch.    W: Water Closet    F: Floor Waste  
 M: M.T.    T: Tric.    D: Down Ch.    W: Water Closet    F: Floor Waste  
 M: M.T.    T: Tric.    D: Down Ch.    W: Water Closet    F: Floor Waste

Scale 1:500  
 Boundary Trap 1/4" = 1'-0" required  
 PROP. SUBD. SEE EN. 95559/37  
 For Home Services Engineer



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



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