

SIGNING PAGE

VENDOR	PURCHASER														
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser														
VENDOR (COMPANY)	PURCHASER (COMPANY)														
Signed by Manly Vale Developments No.3 Pty Ltd ACN 626 675 787 as trustee for Manly Vale Developments No.3 Unit Trust ABN 18 866 441 306 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Director</td> <td>_____ Director</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Director	_____ Director	_____ Office held	_____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
_____ Signature of authorised person	_____ Signature of authorised person														
_____ Name of authorised person	_____ Name of authorised person														
_____ Director	_____ Director														
_____ Office held	_____ Office held														
_____ Signature of authorised person	_____ Signature of authorised person														
_____ Name of authorised person	_____ Name of authorised person														
_____ Office held	_____ Office held														

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

☐ NO ☒ yes

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: Manly Vale Developments No.3 Unit Trust ABN 18 866 441 306

Supplier's ABN: 18 866 441 306

Supplier's GST branch number (if applicable):

Supplier's business address: Level 14, Suite 2, 99 Bathurst Street, Sydney NSW 2000

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: 7% of purchase price

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

Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate): 7% of purchase price

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

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

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

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

List of Documents

General ☐ 1 property certificate for the land ☐ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document to be lodged with a relevant plan ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location diagram) ☐ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off-the-plan contract ☐ 59 other document relevant to off-the-plan contract Other ☐ 60
---	--

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

EXECUTION PAGE

Property: _____/267 Condamine Street, Manly Vale

EXECUTED by Manly Vale)
Developments No.3 Pty Ltd ACN)
626 675 787 ACN 626 675 787 as)
trustee for Manly Vale)
Developments No.3 Unit Trust ABN)
18 866 441 306 in accordance with
section 127 of the Corporations Act
2001 (C'wlth) by authority of its
director:

.....
Signature of _____
who states that they are the sole director
and sole company secretary of Manly
Vale Developments No.3 Pty Ltd ACN
626 675 787 ACN 626 675 787 as
trustee for Manly Vale Developments
No.3 Unit Trust ABN 18 866 441 306

If there is any inconsistency between the Standard Provisions and these additional provisions, the additional provisions prevail to the extent of that inconsistency.

1. DEFINITIONS

1.1 DEFINITIONS

In these Additional Conditions, unless a contrary intention appears:-

"Approvals" mean the approvals necessary to procure subdivision and development of the Land as contemplated by this contract, including the Development Consent.

"Authority" means the Council, any person, government agency, accredited certifier, court of law and any other competent authority whose consent or approval is required in relation to the whole or any part of the land or having the function of determining and/or generally dealing with any Development Consent.

"Bank Guarantee" means an unconditional, irrevocable, on demand guarantee or deposit bond in a form acceptable to the Vendor in accordance with clause 24

"Building" means the building intended to be constructed on the Land, of which the Property will form a part and for the purposes of the Environmental Planning and Assessment Act 1979 includes part of the building or stratum for which from time to time a relevant certificate under that section has been issued.

"Building Works" means the construction of the buildings substantially in accordance with the Approvals.

"By-laws" means the draft by-laws annexed hereto (if any).

"Common Property" means the common property the subject of the Strata Scheme.

"Completion Date" means the later of:-

- (a) six (6) weeks after the date of this contract; OR
- (b) Twenty One (21) days after the vendor serves the Registration Notice on the purchaser or the purchaser's solicitor as shown on the front page of the contract or as otherwise previously notified in writing to the vendor that the Strata Plan has been registered by the Registrar General; OR
- (c) Fourteen (14) days after the issue of an Occupation Certificate pursuant to the Environmental Planning & Assessment Act 1979.

"Council" means the local council with jurisdiction over the Property and its successors

"Default Rate" means interest at the rate of 8% per annum.

"Defects" means any defects or faults in the property due to faulty materials or workmanship but excluding defects or faults relating to normal maintenance, normal wear and tear, minor shrinkage and minor settlement cracks and excluding Major Defects.

"Designated Matters" means all or any of the matters referred to in clauses 2.5, 12, 28, 31, 32, 35 and 36 of this contract.

"Development Application" means the application (and any modifications of the application) that has been lodged under the Environmental & Planning Assessment Act, 1979 in respect of the Land.

"Development Consent" means a development granted under the Environmental & Planning Assessment Act, 1979 or a determination under the Environmental & Planning Assessment Act, 1979 (as the case may be) from the Authority or the relevant consent authority in response to the Development Application.

"Development Works" means in relation to the Land:

- (a) demolition, excavation or landscaping work;
- (b) building work or work in connection with or relating to building work;
- (c) work relating to the installation of Services;
- (d) subdivision; and
- (e) dedication of part of the Land.

"Disclosure Statement" means the Disclosure Statement attached to this contract as required by s66ZM of the Conveyancing Act.

"Draft Documents" means all of the Draft Strata Plan, Strata Documents, By-laws, Disclosure Statement and any other draft documents attached to this contract.

"Draft Strata Plan" means the draft strata plan attached to this contract, which may be amended from time to time according to this contract.

"FIRB" means Foreign Investment Review Board

"FIRB Declaration" means a declaration by the purchaser (or in the case that the purchaser is a corporation, then by an officer of the purchaser) as to the residency status of the purchaser in the form of declaration annexed as Annexure 1 hereto.

"Land" means the land described in this contract.

"Major Defects" means a fault or defect in the property which is structural or, because of its nature, requires urgent rectification or makes the Property uninhabitable.

"Normal Expense" means costs incurred for and on behalf of the Owners Corporation which would normally be payable from the administrative fund of the Owners Corporation including costs in connection with insurance and building management fees.

"Occupation Certificate" means an occupation certificate issued under section 6.10 of the Environmental & Planning Assessment Act, 1979 in respect of the Property or those parts of Building in which the Property is located.

"Owners Corporation" means the Owners Corporation which is constituted on registration of the Strata Plan.

"Property" means the property described in this contract.

"Registration Notice" means a notice served by the vendor notifying the purchaser that the Strata Plan is registered.

"Schedule of Finishes" means the Schedule of finishes annexed hereto (if any).

"Services" include:

- (a) the supply of water, gas or electricity;
- (b) the provision of sewerage and drainage;
- (c) telephone, radio, television, broadband transmission and satellite;

- (d) security systems; and
- (e) any other facility, supply or transmission.

"Standard Provision" means the conditions of sale contained in the standard form of the Contract for the Sale of Land — 2022 edition.

"Strata Documents" mean:

- (a) the Strata Plan;
- (b) any by-laws necessary or desirable to be created in respect of the Strata Scheme; and
- (c) any instrument creating easements, restrictive covenants and positive covenants, leases, agreements and arrangements, rights and privileges or dedication of land pursuant to section 88 of the Conveyancing Act, 1919 or otherwise.

"Strata Plan" means the strata plan substantially in accordance with the Draft Strata Plan (a copy of which is annexed hereto).

"Strata Scheme" means the strata scheme constituted on registration of the Strata Plan.

"Sunset Date" means 22 December 2025 or such later date as extended pursuant to additional provision 2.4 or as agreed by the parties.

"Utility Lot" means all or one or more of the lots in the Strata Plan designed to be used primarily for storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like.

2. REGISTRATION OF STRATA PLAN

2.1 Completion of this contract is subject to and conditional on registration by the Registrar General of the Strata Plan.

2.2 The vendor must use all reasonable endeavours to procure the registration by the Registrar General of the Strata Plan.

2.3

- (a) If the Strata Plan is not registered by the Sunset Date either party may rescind this contract in which event the provisions of standard provision 19 shall apply. However, a party may not rescind under this clause after the Strata Plan has been registered (despite being registered after the Sunset Date) and a Registration Notice has been served on the purchaser.
- (b) Any rescission by the vendor in accordance with clause 2.3(a) is subject to the vendor complying with the provisions of section 66ZS of the Conveyancing Act

2.4 Notwithstanding clause 2.3 the vendor may serve notice extending the Sunset Date by each day that progress of the building works in connection with, or the manufacture or supply of materials for the building works is/are delayed in whole or in part due to any of the following events:

- (a) inclement weather or conditions resulting from inclement weather; or
- (b) damage by fire, explosion, earthquake, storm, tempest, civil commotion, flood, storm, cyclone, lightning strike, earthquake, landslide, epidemic, quarantine; or
- (c) in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or an Authority; or

- (d) acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind by any relevant Authority; or
- (e) any civil commotion, strikes or lock-outs (industrial conditions); or
- (f) any delays by Council or Authority in giving an approval or registration of any plans or documents contemplated under this contract including the Strata Plan; or
- (g) any delays by Council or Authority in giving any development approvals; or
- (h) any delay arising from an extension or time under the construction contract; or
- (i) any delay arising from construction or procurement of materials; or
- (j) any matter or thing beyond the control of the vendor.

A statement by the vendor that it has served a notice under this clause and specifying the cause of the delay in the construction of the Building and/or the registration of the Strata Plan is final, conclusive and binding on the parties irrespective of whether the purchaser has actually received such notice.

2.5 The purchaser acknowledges that at the date of this contract:

- (a) all easements, restrictive and positive covenants;
- (b) all leases, agreements and arrangements;
- (c) all rights and privileges; and
- (d) all dedication of land

which are desirable or necessary for the vendor to create, enter into, grant, transfer or dedicate in favour of the Council, the Registrar General, any competent authority or any other person may not have been created, entered into granted, transferred or dedicated.

2.6 Right of vendor to create easements, etc.

If it is necessary or desirable for the vendor to create easements and other matters referred to in clause 2.5, the vendor may do so and the purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract in respect of that creation, entering into, grant, transfer or dedication.

2.7 Notice of creation of easements, etc.

The vendor shall notify the purchaser in writing of any easement, restrictive or positive covenant being created or any lease, agreement or arrangement being entered into or any right or privilege being granted or any land being dedicated.

2.8 Completion of this contract is also subject to construction of the Building to a standard of finish consistent with a development of that kind and otherwise in accordance with the Schedule of Finishes.

2.9 Before completion the vendor must use all reasonable endeavours to cause:

- (a) the property to be finished as specified in the Schedule of Finishes; and
- (b) relevant items specified in the Schedule of Finishes to be installed in the property.

2.10 The Vendor may, without notifying the purchaser:

- (a) alter any matter of finish specified in the Schedule of Finishes to another finish of equivalent quality: and/or
- (b) alter any item to be installed in the property specified in the Schedule of Finishes to another item of at least equivalent quality.

The Purchaser cannot make any claim or requisition or delay completion or rescind or terminate this Contract in respect of any alteration under this clause.

- 2.11 A management body will be constituted which will be responsible for the overall control and management of the development and will adopt a schedule of the by laws under Strata Schemes Management Act 2015.
- 2.12 The endorsement by the Authority on the Draft Strata Plan to enable Registration of the Strata Plan and the issue of the Occupation Certificate in respect of the Property is sufficient evidence that the vendor has completed the Development Works and complied with the requirements of the Development Consent.

3. INVESTMENT OF DEPOSIT

- 3.1. Pending completion or the rescission or termination of this agreement (whichever in fact occurs), the vendor's Solicitor will place the deposit with authorised financial institution in an account in the name of the vendor and the purchaser.

Interest accruing on the deposit will be dealt as follows:-

- (a) If the deposit is forfeited, all interest is payable to the vendor;
 - (b) If the deposit is refunded to the purchaser, all interest is payable to the purchaser;
 - (c) If this agreement is completed, the vendor will receive one half of the interest and the purchaser will receive the remaining one half of the interest;
 - (d) The vendor and purchaser agree that the vendor's solicitor shall be entitled to deduct a reasonable administration fee, in the amount of \$220.00 from the interest earned.
- 3.2. The parties authorise and direct the vendor's solicitors to deal with the deposit in the manner set out in this condition and will give the directions and do the things necessary to give effect to this condition.
- 3.3. Notwithstanding anything expressly or implied to the contrary or any rule of law or equity to the contrary the deposit holder will not be liable for waste or loss of the deposit or the interest arising for any reason in respect of any investment of the deposit authorised by this contract.
- 3.4. Tax file number - Simultaneously with paying the deposit the purchaser must advise the vendor's solicitor of the purchaser's tax file number, if any. If the purchaser does not have a tax file number the vendor will furnish its tax file number to the relevant bank. Should no tax file number be provided by the purchaser any income tax deducted from the interest which accrues on the deposit as a result of failure of the purchaser to provide a tax file number must be deducted from the proportion of interest otherwise payable to the purchaser hereunder.
- 3.5 Disputes - if a dispute arises in respect of the payment of the deposit or interest the deposit holder must pay all disputed money into the Supreme Court NSW under the rules of that court.

4. VENDOR'S AGENT

The purchaser hereby warrants to the vendor that the purchaser has not been introduced to the property by any estate agent (other than the agent hereinbefore referred to) and hereby agrees to indemnify the vendor against any claim made by any estate agent due to the purchaser's breach or alleged breach of this warranty to the intend that damages, costs and expenses on a solicitor and client basis which may be incurred by the vendor in respect of any such claim or alleged claim shall be paid by the purchaser to the vendor. The vendor

warrants to the purchaser that the vendor has not given any estate agent or estate agency (other than the estate hereinbefore referred to) a sole agency for the sale of the property. It is hereby agreed that this clause shall not merge on completion.

5. DRAINAGE DIAGRAM

Annexed hereto are copies of the sewerage service diagrams in respect of the property. The vendor discloses that prior to the date of completion hereof additional works will have been carried out to the property and the land. The purchaser shall make no requisition objection or claim for compensation by reason of any facilities or services installed within the land or the property prior to completion.

6. MISCELLANEOUS

6.1. If at the time of completion there is noted on any certificate of title in respect of the property or any part thereof any mortgage writ or caveat the purchaser will if so required by the vendor accept a discharge or withdrawal thereof so far as the same relates to the property provided that such discharge of mortgage or withdrawal of writ or caveat is duly executed and in registrable form and the registration fees payable thereon are allowed by the vendor to the purchaser.

6.2. The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this agreement is effected. The vendor shall not be deemed to be unable not ready or unwilling to complete this agreement by reason of the existence of any charge on the property for any rate tax or outgoings.

7. COUNCIL RATES AND WATER RATES AND LAND TAX

7.1 Council rates

If, at completion, a separate assessment for council rates in respect of the property for the year current at completion has not been issued, then:

- (a) no regard is to be had to the actual separate assessment if and when it issues;
- (b) the purchaser agrees to accept \$2,000.00 as the amount payable for council rates for the Property for the year current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with standard provision 14; and
- (c) the vendor must pay any assessment of Council rates which may be issued for the Property or the parcel for the year current at completion when such assessment is issued.

7.2 Water and sewerage rates

If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not been issued, then:

- (a) no regard is to be had to the actual separate assessment when it issues;
- (b) the purchaser agrees to accept \$300.00 as the amount payable for water and sewerage rates for the Property for the quarter current at completion which amount must be adjusted (on the basis that it is paid) on completion in accordance with standard provision 14; and
- (c) the vendor must pay any assessment of water and sewerage rates which may be issued for the Property or the parcel for the quarter current at completion when such assessment is issued.

7.3 Land Tax adjustment

If, at completion, a separate assessment for land tax in respect of the Property for the year current at completion has not been issued, the vendor requires a land tax adjustment for the year current at completion as follows:

- (a) on completion the purchaser must adjust the amount of \$3,000.00 in accordance with standard provision 14;
- (b) No regard is to be had to any actual assessment for any land which includes the Property or for the Property which is issued for the year current at completion; and
- (c) No regards is to be had to any exempt threshold.

The vendor must pay or procure the payment of any actual assessment for any land which includes the Property or for the Property which is issued for the year at completion.

7.4 Services adjustment

An adjustment on completion in the amount of \$100.00 in favour of the vendor will be made being the cost incurred in arranging electricity meter reading, gas meter reading (where applicable) and arranging for the disconnection of services.

8. COMPLETION

Completion of this agreement shall take place on the Completion Date. If through no fault of the vendor the purchaser does not complete this agreement by the due date then and without prejudice to all other remedies of the vendor the purchaser shall pay, as a pre-estimate of liquidated damages, to the vendor in cash on completion an amount being interest calculated on the balance of the purchase price payable hereunder at the Default Rate in respect of the period commencing on the day following the due date and ending on completion. The purchaser shall not be entitled to require the vendor to complete this agreement unless such interest is paid to the vendor on completion and it is an essential term of this agreement that such interest be so paid.

9. NO CAVEATS PRIOR TO REGISTRATION

The purchaser shall not register a caveat against the Vendor's title for the property or any other part of the land subject of the Strata Plan prior to the registration of the Strata Plan. If the purchaser does register such a caveat the Purchaser shall be responsible for all costs incurred by the vendor in the connection therewith including the costs of removal thereof and all costs damages and/or expenses incurred by the Vendors whether directly or indirectly by any consequent delay in the registration of the Strata Plan or any varied Strata Plan (as permitted by this Agreement) and the Purchaser shall remove such caveat forthwith upon being requested to do so by the Vendor. In the event that the Purchaser fails to remove the caveat the Purchasers, for valuable consideration received by the Purchaser (acknowledged by its execution hereof), hereby irrevocably appoints the Vendor as its attorney for the purposes of executing a withdrawal of any such caveat and/or such other documentation as may be required in connection with the removal of such caveat.

10. WARRANTY

- 10.1 Except as provided below the purchaser shall not be entitled to require nor to request the vendor to rectify any defects or faults, other than Major Defects, whatsoever which may appear in the building during or after construction thereof, nor to rescind this contract or delay completion in any way whatsoever on account of any defects or faults in the property but any such which may appear in the building during or after its construction and which are notified in writing to the vendor within three (3) months after completion shall be rectified by the vendor at its own cost within a reasonable time thereafter but these provisions shall not extend to:-

- (a) items which would ordinarily be the subject of routine maintenance;
 - (b) wear and tear;
 - (c) minor cracks in consequence of shrinkage or settlement.
- 10.2 If any disagreement arises in connection with this special condition completion must not be delayed but either the vendor or the purchaser may prior to the expiration of three (3) months after the date of completion refer to the disagreement to a single expert (who shall act as an expert and not as an arbitrator) nominated by the President for the time being of the Royal Australian Institute of Architects NSW Chapter and such expert's decision is final and conclusive and binding on the parties and the cost of the reference must be borne by the party against who the expert's decision is made or if there is no such party then by the party or parties who the expert determines are to bear the costs.
- 10.3 The Purchaser acknowledges and accepts that:
 - (a) Some of the materials used in the Property, particularly in finishes and fittings, may comprise natural products, such as stone, timber and the like;
 - (b) These materials may exhibit variations between different areas of the finished product or from any sample exhibited and may contain natural fissures, occlusions, lines, indentations or the like; and
 - (c) The matters referred to in this clause are not Defects and the purchaser cannot make a claim or requisition or delay completion or rescind or terminate the contract as a result of the existence or occurrence of any of the matters set out in this clause.
- 10.4 The obligations of the vendor under clause 10 are subject to and conditional upon:
 - (a) the purchaser or the Owner's Corporation (as the case may be) making access available to the Property or the Common Property (as the case may be) for the vendor and its employees, contractors and agents at all times reasonably required by the vendor; and
 - (b) the purchaser doing all reasonable things before and after completion to allow the vendor and its employees, agents and contractors access as envisaged under clause 10.
- 10.5 The provisions of this clause shall not merge on completion of this contract.

11. INSURANCE PREMIUMS

The purchaser is aware that the vendor may advance funds by way of contribution to the Owners Corporation for the purpose of effecting insurance for the first twelve (12) months period paid by the vendor but properly payable by the Owners Corporation as required by the Strata Titles Act, 1973 and the Strata Schemes Management Act 2015 as amended and the purchaser acknowledges that such amount shall constitute "outgoings" and be adjusted on completion in the manner set out in standard provision 14 of this contract.

12. BY LAWS AND EXCLUSIVE USE AREAS

12.1 Creation of by-laws

The vendor intends, but is not obliged, to adopt the By-laws as the by-laws for the Strata Scheme. The vendor may lodge the By-laws together with the Strata Plan for registration by the Land and Property Information NSW.

12.2 Right of vendor to modify by-laws

The vendor discloses and the purchaser accepts that:

- (a) as at the date of this contract, not all the by-laws which are necessary or desirable for the good and proper management of the Building and the Strata Scheme have been identified and determined by the vendor; and
- (b) certain by-laws may be required to:
 - (i) comply with the conditions of the Development Consent; and/or
 - (ii) satisfy the requirements of the Council or any Authority

12.3 No claim by purchaser

If it is necessary or desirable for the vendor to add to, vary or modify the By-laws, the vendor may do so and the purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract in respect of any addition, variation or modification of the By-laws.

12.4 Creation of exclusive use areas

The purchaser acknowledges that the vendor may by the date of registration of the Strata Documents by the Land and Property Information NSW determine that certain areas within the Building are to be exclusively used by certain persons or for certain purposes and that the vendor may cause appropriate by-laws to be created in order to establish such exclusive use rights.

12.5 Purchaser not to object

The purchaser cannot make a claim, objection or requisition or rescind or terminate this contract in respect of the subject matter or determination referred to in clause 12.4.

12.6 No merger

The provisions of this clause shall not merge on completion of this contract.

13. RE-SALE BEFORE COMPLETION

If the purchaser intends to list the property for resale before completion, the Purchaser shall not engage the services of any real estate agent or any other person other than the Vendor's agent specified in this contract or such other agent the Vendor may reasonably approve for the purpose of marketing the property.

14. REMOVAL OF CHARGES

The vendor:

- (i) is not obliged to remove any charge on the property or the land for any rate, tax or outgoing until completion of this contract is effected.;
- (ii) is not to be taken to be unable, unready or unwilling to complete this contract because of the existence of any charge on the property or the land for any rate, tax or outgoing;
- (iii) may serve a notice to complete on the purchaser notwithstanding that at the time the notice is served or at any time after that time there is a charge on the property for any rate, tax or outgoing.

15. FIRB APPROVAL

15.1 The purchaser warrants that:

- (a) The purchaser (and if more than one then each of them) is ordinarily resident in Australia within the meaning of the Foreign Acquisitions & Takeovers Act 1975 (the "Act") as amended; or

- (b) The provisions of the Act requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase; or
- (c) The consent of the Commonwealth Treasurer ("Treasurer's Consent") to the transfer of the Property to the purchaser is not required; or
- (d) The Treasurer's Consent to the transfer of the Property to the purchaser is required and has been obtained. The purchaser must supply written evidence of the Treasurers Consent on the date of this Contract.

15.2 The warranties in this clause are essential and a breach of them entitles the vendor to terminate this Contract

15.3 The Purchaser will on the date of this Contract provide the FIRB Declaration.

16. ASSIGNMENT OR ON-SELLING BY PURCHASER

16.1 The purchaser may only assign or novate this Contract (or otherwise dispose of its interests in this Contract) with the vendor's prior written consent which may be withheld or granted (with or without conditions) in the vendor's absolute discretion.

16.2 The purchaser agrees that the purchaser will not list the Property for sale prior to the Completion Date without the approval of the vendor and which approval may be withheld or given on such conditions as the vendor deems fit including conditions that the purchaser must comply with any requirement of the vendor in relation to any inspection of the Property including coordinating such inspection with the vendor's agent and/or contractors.

17. REQUISITIONS

The purchaser shall only be entitled to serve general requisitions in the following form:-

- (i) for strata title property: Law Society Residential (Strata) (2018 Edition HWL Ebsworth).

18. NOTICE TO COMPLETE

It is hereby agreed that the notice to complete provision referred to in standard provision 15 hereof shall be a fourteen (14) day notice to complete making time of the essence of this agreement and such time shall be deemed sufficient by both parties at law and in equity.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 8.1 hereof the purchaser shall also pay to the vendor the sum of Three Hundred and Thirty Dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

19. DISCLOSURE STATEMENT

19.1 Disclosure Statement

The parties agree that for the purpose of s66ZM of the Conveyancing Act 1919 (NSW) the documents attached to this contract are deemed attached to the Disclosure Statement and the Purchaser warrants in favour of the Vendor that it has received the Disclosure Statement and this contract, reviewed the same and, if necessary, obtained independent legal and financial advice prior to entering into this contract.

19.2 Non-material Matters

- (a) For the purposes of Part 4, Division 10 of the Conveyancing Act 1919 and Part 5A of the Conveyancing (Sale of Land) Regulation 2017, the parties agree and warrant that the following matters are not a material particular:
- (i) a change to a finish which is of substantially the same quality;
 - (ii) a change in common property areas or the grant of any rights in common property areas provided they do not directly substantially and detrimentally affect the value and use of the Lot as a residence;
 - (iii) a change to the building facade;
 - (iv) a change in the proposed apartment or lot number;
 - (v) the calculation and allocation of costs under the Strata Plan;
 - (vi) the granting of any special rights to a party under the or By Laws;
 - (vii) any change to an easement, restriction or By Laws unless it directly substantially and detrimentally affects the value and use of the Lot as a residence;
 - (viii) any change to the Strata Plan other than to the Lot;
 - (ix) the creation of an easement, positive covenant or restriction as may be required by an Authority;
 - (x) any change to services within the Building provided they do not directly substantially and materially affect the value and use of the Lot as a residence;
 - (xi) any matter that is caused by a requirement by an Authority or as a result of any consent granted by an Authority;
 - (xii) alterations to car space numbers (if any) and positions of car spaces on the Common Property (and in the case of position other than any carspace allocated to the Lot in accordance with the By-Laws, if any); and
 - (xiii) the granting of rights of exclusive occupancy or special privilege rights in respect of any part of the Common Property.
- (b) The Purchaser must not make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.

20. Intentionally Deleted

21. INTERPRETATION

In this contract unless the contrary intention appears a reference to:

- (i) The singular includes the plural and vice versa;
- (ii) Any gender includes all other genders;
- (iii) A person includes a corporation, partnership, joint venture, association, authority, trust, state or government;
- (iv) A person includes the person's executors, administrators, successors and substitutes, including persons taking by novation and assigns: and
- (v) A body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.

Notwithstanding the terms defined in this contract are defined terms whether or not these terms are in italics.

22. GENERAL

A reference to an Act includes any by law, ordinance, regulation or rule made under that Act.

- 22.1. If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 22.2. If there is a conflict between these additional provisions and the printed provisions of this contract, these additional provisions prevail.
- 22.3. Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- 22.4. The word 'includes' in any form is not a word of limitation.
- 22.5. Rights under this contract which can apply after completion continue to apply after completion.
- 22.6. A reference to a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority.
- 22.7. The vendor does not promise, represent or state that any documents attached to this contract are accurate or current.
- 22.8. For the purposes of standard provision 20.6.5:
- (i) A document is taken to have been received on the date shown or recorded on the sending party's fax transmission report; and
 - (ii) This does not apply if the sending party's fax transmission report indicates a faulty or incomplete transmission

23. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 23.1. The provisions set out in this contract contain the entire agreement between the parties at the contract date despite any:
- (a) Negotiations or discussions held; or
 - (b) Documents signed or brochures produced, before the contract date.
- 23.2. In entering into this contract, the purchaser has not relied on any warranty or representation made by or any other conduct of: The vendor; or any person on behalf of the vendor, except those expressly provided in this contract or in legislation.
- 23.3. The purchaser is relying entirely upon the purchaser's own enquiries relating to:
- (a) The fitness or suitability for any particular purpose of the property;
 - (b) The purchaser's obligations and rights under this contract;
 - (c) Any financial return, income and investment advice despite:
 - (d) Any forecasts or feasibilities; and
 - (e) Information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever, provided to the purchaser by or on behalf of the vendor.

24. BANK GUARANTEE

24.1 Application

This clause applies if the vendor has accepted a Bank Guarantee as the deposit or any part of the deposit.

24.2 Delivery of Bank Guarantee

The purchaser may give a Bank Guarantee to the vendor on or before the contract date. The Bank Guarantee must:

- (a) be in a form acceptable to the vendor and the vendor's financier; and
- (b) either not contain an expiry date or not expire earlier than twelve (12) months after the Sunset Date.

24.3 Payment of deposit

The purchaser must pay the vendor by unendorsed bank cheque the amount specified in the Bank Guarantee:

- (a) on completion; or
- (b) within five (5) days after the vendor serves notice claiming forfeiture of the deposit.

24.4 Non-compliance by purchaser

The vendor may call upon the Bank Guarantee if:

- (a) the purchaser does not comply with clause 24.3;
- (b) the purchaser fails to pay the deposit (or is deemed to fail to pay the deposit under standard provision 2) on completion; or
- (c) the vendor terminates this contract.

24.5 Validity of Bank Guarantee

The purchaser must ensure that any Bank Guarantee delivered to the vendor under this clause 24 is valid and enforceable in accordance with its terms.

24.6 Replacement of Bank Guarantee

The expiry date of the Bank Guarantee must be at all times no earlier than twelve (12) months after the Sunset Date. If at any time the Bank Guarantee has an expiry date which is earlier than twelve (12) months after the Sunset Date, the purchaser must, serve a replacement Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the Bank Guarantee must expire at least twelve (12) months after the Sunset Date.

24.7 Essential terms

The purchaser's obligations under this clause 24 are essential. If the purchaser does not comply with its obligations under this clause 24, the vendor may elect in its absolute discretion to:

- (a) terminate this contract and call on the Bank Guarantee; or
- (b) treat the non-compliance as a deemed failure to pay the deposit under standard provision 2.1.

25. GUARANTEE

25.1. In consideration of the vendor entering into this contract at the request of the guarantor, the guarantor guarantees to the vendor:

- (i) Payment of all moneys payable by the purchaser; and
- (ii) The performance by the purchaser of all other obligations under this contract; and
- (iii) Indemnifies the vendor against any liability, loss, damage, expense or claim incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

25.2. This guarantee and indemnity is a principal obligation of the guarantor and is not collateral to any other obligation.

25.3 The liabilities of a guarantor are not affected by:

- (i) The granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser; or
- (ii) The death, bankruptcy or liquidation of the purchaser, the guarantor or any one of them; or reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the guarantor or any other person; or
- (iii) The vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (iv) The vendor obtaining a judgment against the purchaser, the guarantor or any other person for the payment of the moneys payable under this contract.

25.4. This guarantee and indemnity will continue notwithstanding:

- (i) The vendor has exercised any of the vendor's rights under this contract including any right of termination; or
- (ii) The purchaser is wound up; or
- (iii) This guarantee and indemnity is for any reason unenforceable either in whole or in part.

25.5. This guarantee and indemnity:

- (i) Is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the guarantor;
- (ii) May not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
- (iii) Extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

25.6 If any payment made to the vendor by or on behalf of the purchaser or the guarantor is subsequently avoided by any statutory provision or otherwise:

- (i) That payment is to be treated as not discharging the guarantor's liability for the amount of that payment; and
- (ii) The vendor and the guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

25.7. The vendor can proceed to recover the amount claimed as a debt or damages from the guarantor without having instituted legal proceedings against the purchaser and without first exhausting the vendor's remedies against the purchaser.

25.8. It is an essential term of this contract that the guarantor signs this contract.

26. PRIVACY

- 26.1 The purchaser consents to its personal information being used by the vendor in connection with:
- (a) The purchase, development and sale of the Land;
 - (b) Raising finance;
 - (c) Internal reporting;
 - (d) Reporting to any related body corporate, financier or advisor of the vendor;
 - (e) The administration and management of this Contract.

- 26.2 The purchaser consents to its personal information being disclosed by the vendor:
- (a) If the vendor is required or authorized to disclose such personal information by law; or
 - (b) To any one or more of the following:
 - (i) Any related body corporate, financier or advisor of the vendor;
 - (ii) Any agent, consultant or service engaged by the vendor involved in the construction, finishing or management of the Land;
 - (iii) The Owners Corporation, and, if relevant, the building management committee;
 - (iv) Anyone who the Purchaser or Guarantor consents to the personal information being provided.

27. AMENDMENTS TO STANDARD PROVISIONS OF THE CONTRACT

The standard provision of this contract are herein deemed to be amended as follows:

- 27.1 Clause 1 – delete definition of *depositholder* replace with “Vendor’s *solicitor*”;
- 27.2 Clause 1 – delete definition of “work order”- after “order” insert “in writing issued by a competent authority”;
- 27.3 Clause 7.1.1 - the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.
- 27.4 Clause 7.1.3 – delete the figure “14” and insert “7”
- 27.5 Clause 7.2.1 – delete the figure “10%” and insert “1%”
- 27.6 Clause 8.1 - delete the words “on reasonable grounds”.
- 27.7 Clause 14.2 - the addition of the following sentence after the word “completion” :-
“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment...” and;
- 27.8 Clause 14.4.2 – delete
- 27.9 Clause 16.6 – insert after the word “serves” the following “not less than 7 days before completion”
- 27.10 Clause 16.8 – delete
- 27.11 Clause 23 to 29 (inclusive) – deleted.

28 UNIT ENTITLEMENTS

28.1 Determination

The vendor discloses that as at the date of this contract, the vendor has not determined the unit entitlements in respect of each lot in the Strata Scheme including, without limitation, the property.

28.2 Vendor to determine

For the purpose of calculating the unit entitlements in respect of each lot in the Strata Scheme, the vendor will act in good faith in calculating such unit entitlements having regard to the respective values of the lots in the Strata Scheme in accordance with the Strata Schemes Management Act 2015.

28.3 Purchaser not to object

The purchaser cannot make a claim or objection or requisition or terminate or delay completion or rescind or terminate this contract in respect of:

- (a) the Strata Plan not disclosing the unit entitlements of each lot in the Strata Plan including the Property;
- (b) the calculation and determination by the vendor of the unit entitlements of each lot in the Strata Plan after the date of this contract provided that the vendor acts in good faith in calculating such unit entitlements and having regard to the respective values of the lots in the Strata Scheme in accordance with the Strata Schemes Management Act 2015; and/or
- (c) any change to the unit entitlements of each lot in the Strata Plan which may be required by the vendor prior to completion provided that the vendor acts in good faith in making any change to the unit entitlements and having regard to the respective values of the lots in the Strata Scheme in accordance with the Strata Schemes Management Act 2015).

28.4 No Merger

The provisions of this clause shall not merge on completion of this contract.

29 REPLACEMENT OF DOCUMENTS AND PLANS

29.1 Rights of vendor to replace documents

At any time before the vendor serves the Registration Notice, the vendor may replace a document or plan attached to this contract with a replacement document.

29.2 Notice to purchaser

If the vendor replaces a document or plan attached to this contract under clause 29.1, the vendor may, before the vendor serves the Registration Notice;

- (a) serve notice on the purchaser that it has replaced the document or plan; and
- (b) enclose with the notice a copy of the replacement document or plan.

29.3 Effect of replacing a document or plan

From and including the date of service of a notice under clause 29.2:

- (a) the replaced document or plan is taken to be no longer attached to this contract; and
- (b) the replacement document or plan is taken to be attached to this contract.

29.4 Claims by the purchaser

The purchaser may not make a claim or requisition or delay completion or rescind or terminate this contract because a document or plan is replaced under this clause 29.

30 DRAFT DOCUMENTS

30.1 Variation of Strata Documents

The purchaser acknowledges that the form of the Strata Documents when registered may be different from the Strata Documents attached to this contract,

30.2 Changes to the Strata Plan

Before registration, the vendor may make changes which the vendor considers necessary or desirable to the Strata Plan including but not limited to:

- (a) The total number of lots from those shown on the Strata Plan;
- (b) The numbering of lots from those shown on the Strata Plan;

- (c) The dimensions or areas of lots from those shown on the Strata Plan;
- (d) The location of lots from those shown on the Strata Plan; and
- (e) The location of easements from those shown on the Strata Plan,

30.3 No claim or rescission

The purchaser must not make any claim or requisition or delay completion or rescind or terminate this contract if there is a change between the draft Strata Plan and the Strata Plan as registered unless the change substantially and detrimentally affects the Property.

30.4 Rescission rights

Subject to clause 30.5, either party may rescind this contract if there is a change between the draft Strata Plan and the Strata Plan as registered, and the change substantially and detrimentally affects the Property.

30.5 Changes deemed not to be a substantial and detrimental change

For the avoidance of doubt, the purchaser agrees and acknowledges that following differences do not substantially and detrimentally affect the Property:

- (a) anything disclosed or referred to in this Contract;
- (b) the doing of anything or giving effect to a requirement of or the satisfaction of any condition imposed by, or any requirement of, any Authority or Land and Property Information or the Development Consent.
- (c) any modification to a lot in the Strata Scheme other than the Property;
- (d) the Unit Entitlement of the Property if shown in the Strata Plan is greater than the unit entitlement as shown in the Draft Documents attached to this Contract so long:
 - (i) as each of the unit entitlements was calculated by reference to valuations of the lots in the Strata Plan carried out by a qualified valuer; or
 - (ii) the ratio of the unit entitlement for the Property to the aggregate unit entitlement of the parcel has been increased by less than or equal to 10% from that shown in the Strata Plan;
- (e) reducing the total floor area of the Property (excluding any car space, storage or utility lot) by less than or equal to 5% from that shown on the Draft Strata Plan;
- (f) reducing the location, dimensions, configuration and floor area of a car-space, storage area or utility included in the Property provided that, in the case of a car space, the changed dimensions do not prevent the parking of a standard size motor vehicle;
- (g) varying the location of the Property in relation to other lots within the Draft Strata Plan and/or Draft Documents to an extent which is minor when compared with the location on the Draft Strata Plan as at the date of the Contract or is a change permitted by any provision of this Contract;
- (h) the addition of further stratum, strata, lots or further floors to the Building to that identified in the Draft Documents as at the date of the Contract including the addition of lots and/or floors above the floor on which the Property is located; and
- (i) any other alteration which does not substantially and detrimentally affect the purchaser's use and enjoyment of the property as a residential apartment.

30.6 Restriction to right of rescission

The purchaser's right of rescission under clause 30.4 may only be exercised within 5 business days (time being of the essence) from the date on which the vendor:

- (a) notifies the purchaser of any changes to the draft Strata Documents including, without limitation, the Strata Plan;
- (b) notifies the purchaser that the draft Strata Documents have been registered and provides a copy of the registered Strata Documents to the purchaser; or
- (c) provides a copy of any substituted Strata Documents to the purchaser in accordance with clause 29;

whichever occurs first. If the right of rescission conferred by this clause is not exercised within 5 business days after the vendor has notified the purchaser of such changes, the contract remains binding in all respects as though the right of rescission had not been included.

30.7 Dispute Resolution

If there is a dispute between the parties as to whether any change to the Strata Documents including, without limitation, the Strata Plan is a change which substantially and detrimentally affects the Property:

- (a) The purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract.
- (b) Either party may refer the dispute to a single expert nominated by the president for the time being of the Royal Australian Institute of Architects NSW Chapter.
- (c) The experts decision will be conclusive and binding on the parties; and
- (d) The cost of the expert determination must be borne by the party against whom the expert's decision is made or if there is no such party then by the party or parties who the expert determines is or are to bear the costs.

31 UTILITY LOTS

31.1 Purchaser's acknowledgement

The purchaser acknowledges that the purchaser is aware of the possibility that the Council may qualify a certificate of approval issued under section 37 of the Strata Schemes (Freehold Development) Act 1973 in respect of the Strata Plan by attaching a condition restricting the use of all or one or more of the Utility Lots to use by a proprietor or occupier of a lot, not being one of the Utility Lots, in the Strata Scheme.

31.2 Restriction as to User

Any lot in the Strata Plan which is one of the Utility Lots is sold subject to any such restriction as to user and any suitable record on the certificate of title for such lot of such restriction as to user and any suitable record on the certificate of title for such lot of such restriction as to user.

31.3 Purchaser not to object

The purchaser cannot make a claim, objection or requisition or rescind or terminate this contract in respect of such restriction as to user attached to any Utility Lots in the Strata Plan or a suitable record on the certificate of title for such Utility Lots of such restriction as to user.

32. CAR SPACES AND STORAGE SPACES

32.1 Allocation

The vendor discloses that as at the date of this contract, the vendor has not determined the final location or dimension of any car space or storage space forming part of the Property.

32.2 Vendors' discretion to allocate or change

At any time before completion, the vendor may in its absolute discretion:

- (a) allocate or change the locations or dimension of any car space or storage space forming part of the Property;
- (b) change the configuration of any car space or storage space forming part of the Property;
- (c) increase or reduce the total number of car spaces and storage spaces in the Building; and/or

- (d) separate or combine any car space or storage space forming part of the Property into the same strata lot as the apartment forming part of the Property, or into separate strata lots.

32.3 Purchase not to object

The purchaser cannot make claim or requisition or delay completion or rescind or terminate this contract in respect of:

- (a) the vendor's failure to determine the locations or dimensions of any car space or storage space forming part of the Property as at the date of this contract; and or
- (b) the vendor exercising its absolute discretion in respect of those matters specified in clause 32.2, provided that the vendor must provide to the purchaser on completion the number of car space and/or storage space which are specified on the front page of this contract as forming part of the Property.

32.4 No merger

The provisions of this clause shall not merge on completion of this contract.

33. HOME BUILDING ACT

The Vendor discloses and the Purchaser acknowledges that:

- (a) for the purposes of the Home Building Act, the construction of the Property is residential building work in relation to a multi-storey building (as defined in clause 56(7) of the Home Building Regulation 2014 (NSW)); and
- (b) the Vendor is exempt under clause 56 of that regulation from the requirements of the Home Building Act in relation to residential building work which is to be done in connection with the Property; and
- (c) the Vendor will not give a certificate of insurance in connection with that residential building work.

34 OWNERS CORPORATION MATTERS

34.1 Adjustment for owners corporation contributions

On completion, the purchaser must adjust under standard provision 14.1 any regular periodic contribution to the administrative fund and the sinking fund of the Owners Corporation and any regular payment under a by-law for the Strata Scheme.

34.2 Normal Expense

On completion, the purchaser must adjust under standard provision 14.1 on a unit entitlement basis, any Normal Expense of the Owners Corporation paid by the vendor which have not been reimbursed to the vendor at completion.

34.3 When is the vendor liable?

The vendor is liable for any contribution levied by the Owners Corporation other than a contribution referred to in clause 34.1:

- (a) if the contribution was levied before completion; or
- (b) if the contribution is levied after completion, to the extent the contribution relates to:
 - (i) money borrowed by the Owners Corporation before the date of completion; or
 - (ii) work started by the Owners Corporation before the date of completion; or
 - (iii) an obligation of the Owners Corporation to a Government agency existing at the date of completion.

34.4 Application of standard provision 11

Standard provision 11 does not apply to any notice with which the Owners Corporation must comply.

34.5 Notice under section 22 of the Strata Schemes Management Act 2015

The purchaser must submit with the transfer tendered under standard provision 4 a notice in duplicate under section 22 of the Strata Schemes Management Act 2015 signed by the purchaser. The vendor must sign both copies of the notice and on completion must give both copies of the notice to the purchaser. The purchaser must insert the date the purchaser's interest was acquired and must send both copies to the Owners Corporation

34.6 Section 184 certificate

The vendor is not obliged to give the purchaser a certificate under section 184 of the Strata Schemes Management Act 2015. The vendor authorises the purchaser to apply for any certificate and to apply for any make any inspections available from the owners Corporation under section 184 of the Strata Schemes Management Act 2015.

34.7 Effecting insurances

On registration of the Strata Plan, the vendor must cause the Owners Corporation to effect all insurances required by the Strata Schemes Management Act 2015.

34.8 Application of standard provision 18.4

Standard provision 18.4 does not apply to any risk against which it is the responsibility of the Owners Corporation to insure

35. DESIGNATED MATTERS

35.1 Purchaser's acknowledgment

The purchaser agrees and acknowledges that in order to protect the commercial interests of the vendor in carrying out and completing the Development, it is necessary for the vendor to reserve certain rights and to maintain some degree of control and flexibility in relation to certain issues and matters concerning or associated with the Development.

35.2 Purchaser's obligations

In relation to the Designated Matters, the purchaser agrees and acknowledges that the purchaser must in accordance with the directions of the vendor from time to time:

- (a) vote in favour of any motion for a resolution of the owners corporation to implement or give effect to any of the Designated Matters;
- (b) vote against any motion for a resolution of the owners corporation the passing of which would adversely affect, preclude, curtail or inhibit the implementation of any of the Designated Matters' and
- (c) do all things reasonably required by the vendor to give effect to the implementation of any of the Designated Matters

35.3 Proxy

- (a) The purchaser must deliver to the vendor and must use all reasonable endeavours to procure any mortgagee of the Property to deliver to the vendor, whenever requested by the vendor, either:
 - (i) An executed form of proxy naming the vendor's nominee as the purchaser's proxy holder; or
 - (ii) An executed nomination notice naming the vendor's nominee as the purchaser's company's nominee, in such form as the vendor reasonably requires to enable the vendor's nominee to attend and vote at any meeting of the owners corporation in favour of any motion for a resolution proposed for consideration by a meeting of the owners corporation to implement or give effect to the Designated Matters,

- (b) The purchaser must not revoke any form of proxy or nomination without the vendor serving a notice consenting to the revocation.
- (c) The purchaser must not do anything to invalidate any form of proxy or nomination,
- (d) The vendor may exercise its rights more than once.

35.4 Purchaser not to interfere

The purchaser must:

- (a) not do anything which would prevent, curtail, inhibit or delay the implementation of any of the Designated Matters or the exercise or protection of the vendor's rights in respect of any of the Designated Matters;
- (b) not request or authorise any person including any mortgagee of the Property to do anything which would prevent, curtail, inhibit or delay the implementation of any of the Designated Matters or the exercise or protection of the vendor's rights in respect of any of the Designated Matters; or
- (c) not lodge an application to the Strata Schemes Commissioner or the Strata Scheme Board or commence proceedings in a tribunal or a court of competent jurisdiction which would prevent, curtail, inhibit, or delay the implementation of any of the Designated Matters or the exercise or protection of the vendor's rights in respect of any of the Designated Matters,

35.5 Purchaser must not object

The purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract in respect of any of the Designated Matters,

35.6 No Merger

The provisions of this clause shall not merge on completion of this contract

36 SELLING AND LEASING ACTIVITIES

36.1 Sales of Lots

Both before and after completion and until the vendor completes the sale of all lots in the Strata Scheme the vendor and persons authorised by the vendor may in its absolute discretion:

- (a) conduct selling and leasing activities in the Building and Common Property (but not the Property); and/or
- (b) place and maintain in, on and about the Building and Common Property (but not the Property) sale signs, an office or other sale facilities.

36.2 No merger

The provisions of this clause shall not merge on completion of this contract.

37. CAPACITY

37.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, if the purchaser (and if more than one person comprises the purchaser then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the vendor may rescind this contract by written notice to the purchaser's solicitor and thereupon this contract will be at an end and the provisions of standard provision 19 apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or

enters into any deed of company arrangement or scheme of arrangement with its creditors, then the purchaser will be in default under this contract.

37.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

38. GOODS AND SERVICES TAX

38.1 In this clause 38:

1. GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act) or any replacement or other relevant legislation and regulations;
2. words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act), have the same meaning, unless the context otherwise requires;
3. any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
4. any reference to an input tax credits entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
5. if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

38.2 If a supply is a taxable supply:

1. For any supply other than sale of the property, consideration made under or in connection with this contract does not include GST unless GST is expressly included.
2. The GST exclusive consideration to be paid or provided for that taxable supply is increased by:
 - (a) the amount of any GST payable in respect of that taxable supply; plus
 - (b) any penalties, fines, interest or statutory charges imposed in connection with the imposition of GST; andThat amount must be paid within 5 business days of a demand for payment by the supplier to the recipient of the taxable supply.
3. A party's right to payment under sub clause (2) of this clause 38.2 is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.
4. To the extent that a party is required to reimburse or indemnify another party for loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

38.3 Margin scheme to apply to the sale of the property:

1. The Purchase Price is inclusive of any GST payable on the sale of the property.
2. The parties agree the sale of the property is a taxable supply and the margin scheme will apply to that supply

3. The purchaser acknowledges that:
 - (a) it will not be entitled to any input tax credits in respect of the acquisition of the property; and
 - (b) it will not request and the vendor will not be required to provide a tax invoice in respect of the sale of the property.

39 VENDOR DISCLOSURES:

39.1 Disclosures

Without limiting any other term of this Contract, the vendor discloses and the purchaser agrees that:

- (a) The vendor may make Variations to the Draft Documents including the Draft Strata Plan including without limitation to the vendor may reconfigure, subdivide, consolidate or create, stratum lots or strata plans generally so as to:
 - (i) create additional stratum lots and strata lots;
 - (ii) create additional strata schemes;
 - (iii) create additional common property in the strata scheme or any additional strata scheme; and
 - (iv) give effect to any combination of the above.
- (b) Without limiting the generality of subclause (a) above the vendor may consolidate, subdivide, or alter the configuration size and number of any lots:
 - (i) to make changes to car parking, storage or utility spaces;
 - (ii) to create a strata or stratum subdivision;
 - (iii) add additional floors (being strata and/or stratum) to the proposed development including the creation of additional floors above the floor on which the Property is located; and
 - (iv) alter the number of stratum or strata lots accordingly.

39.2 Development Works

The vendor discloses and the purchaser acknowledges that Development Works may not be finished by completion and that it will be necessary for the vendor to carry out Development Works after the Completion Date. The Purchaser hereby expressly waives any right or claim in relation to any affectation, loss, detriment or harm (whether physical or economic) which it suffers or claims to have suffered by virtue of the Development Works continuing after the Completion Date.

39.3 Agreements by the owners corporation

The vendor may procure the owners corporation (during or after its initial period) to:

- (a) appoint a strata managing agent; and/or
- (b) appoint a caretaker for the Strata Scheme.

39.4 Common Property

The vendor discloses that the folio of the register for the Common Property at Land and Property Information may be subject to notations including as to:

- (a) those matters noted on the Folio Identifiers for the Land,
- (b) those new dedications, easements, variations to easements, restrictions on use, positive covenants and other possible dealings, plans, strata scheme provisions and instruments as are mentioned either specifically or in general terms in this Contract;
- (c) a limitation as to stratum;
- (d) easements affecting or appurtenant to the property and the Common Property;
- (e) by-laws registered under the Strata Schemes Management Act 2015;
- (f) any easements restrictions as to user or positive covenants created by registration of the Draft Strata Plan or as generally contemplated or permitted by this Contract; or
- (g) the Draft Documents or any of their contents.

39.5 Electrical substation

If an energy provider requires the vendor to provide an electrical substation or kiosk in relation to the Building Works, the substation or kiosk (of a size and location as required by the energy provider):

- (a) may be located anywhere within the land; and
- (b) the land on which the substation is located may be dedicated or leased to, or encumbered by easements in favour of, the energy provider

39.6 Service providers

The vendor discloses that:

- (a) arrangements for the provision of Services to the Building generally may not be in place as at the contract date; and
- (b) it may be necessary for the vendor to enter into arrangements with service providers which are not disclosed in this contract including easements, guarantees and security deposits; and
- (c) if the Development Works proceeds in stages, the vendor may connect to existing Services at the relevant time or augment existing Services or both; and
- (d) the vendor may procure the Owners Corporation to:
 - (i) enter into arrangements with service providers which are not disclosed in this contract for the provision of Services to the Development Works; or
 - (ii) to assume the vendor's obligations under those arrangements.

39.7 Attachments

- (a) The vendor discloses that any drawings, plans, surveys or models provided or sighted may not be current and accurate. The Purchaser should not rely on those drawings, plans, surveys or models and instead note the plans attached to this Contract and be aware that the attached plans may be altered or replaced in accordance with this Contract.
- (b) Subject to section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010, the vendor does not give any assurance as to the accuracy, currency or completeness of any attachment to this Contract.

39.8 Rooftop and Airspace

The vendor specifically discloses and the purchaser acknowledges that the vendor may create separate stratum and/or strata lots which may include, amongst other areas, the rooftop area of the Building and/or airspace above the Building and such lot or lots created may allow for telecommunications towers and/or signage to be erected or placed and may amend the Draft Documents in connection with and to give effect of any rights in this clause.

39.9 Limitation on Purchaser's rights

The Purchaser must not:

- (a) make any requisition or claim, rescind or terminate this contract or delay completion by reason of any matter disclosed in this clause 39;
- (b) do or refrain from doing anything that may prevent or inhibit the vendor, its contractors or agents from carrying out or attending to the matters the subject of this clause 39; or
- (c) seek to claim damages from the owners corporation or the vendor or its contractors or agents or attempt to prevent or impede the vendor or its contractors or agents from carrying out or attending to the matters the subject of this clause 39.

39.10 No Merger

The provisions of this clause shall not merge on completion of this contract

40. PRECONDITION – VENDOR NOT REGISTERED PROPRIETOR

~~40.1 The parties agree and acknowledge that this Contract is subject to and conditional upon the vendor becoming the registered proprietor of the Land on or before the Completion Date.~~

~~40.2 The purchaser agrees and acknowledges that in the event that the vendor does not become registered proprietor of the Land on or prior to the Completion Date then the purchaser may at time prior to the Completion Date rescind this Contract and the provisions of clause 19 shall apply.~~

41. MODIFICATION OF DEVELOPMENT CONSENT

41.1 Vendor may lodge

The Vendor discloses that the vendor may lodge an application to modify the Development Consent (DA Modification Application)

41.2 Purchase not to object

The purchaser cannot make a claim or rescind or delay completion or rescind Or terminate this contract in respect of the Vendor:

- (a) lodging a DA Modification Application; and
- (b) if the DA Modification Application is approved by the Relevant Authority (DA Modification Approval), the vendor carrying out and completing the Development in accordance with the design, features, standards, requirements, terms and conditions pursuant to the DA Modification Approval;

unless the result of the DA Modification Approval is a difference which substantially and detrimentally affects the Property to a material and substantial extent in which case, subject to clauses 30.4, 30.5 and 30.6, the purchaser may rescind this contract.

41.3 No Merger

The provisions of this clause shall not merge on completion of this contract

42. CHANGE IN VENDOR

~~42.1 The Purchaser acknowledges that the Vendor may wish to transfer or sell the Land of which the Property forms part and assign its interest in this contract to another corporation or person as Vendor ("the New Vendor"). The Vendor may do so without the Purchaser's consent.~~

~~42.2 In the event that the Vendor transfers the Land to the New Vendor or enters into a contract for Sale of the Land with the New Vendor or where for any other reasons any entity other than the vendor becomes the registered proprietor on or before the Completion Date, the purchaser agrees that, where the vendor elects to do so, the provisions of this Contract, including any guarantee, benefit the new registered proprietor as if it were originally a party to this contract as vendor.~~

~~42.3 To confirm the provisions of the contract with the New Vendor, the vendor may at any time serve on the Purchaser:~~

- ~~(a) a notice of intention to rescind this Contract ("the Rescission Notice"); and~~
- ~~(b) a contract in a form identical to this Contract as amended in accordance with the Contract except that the New Vendor will be described as the Vendor ("the New Contract");~~

~~42.4 Within 14 days of receipt of the Rescission Notice and the New Contract the Purchaser will execute and exchange the New Contract with the New Vendor and:~~

- ~~(a) this Contract will be rescinded at the time of exchange of the New Contract;~~

- ~~(b) the deposit paid by the Purchaser under this Contract shall be the deposit payable under the New Contract and the Purchaser will direct the deposit holder accordingly;~~
- ~~(c) if the Vendor has accepted a bank guarantee for all or part of the deposit, the Purchaser must at the same time replace the bank guarantee with one from the same issuer in the same terms, except addressed to the New Vendor;~~
- ~~(d) the Vendor will thereafter provide any co-operation reasonably required by the Purchaser for the purpose of obtaining any refund of stamp duty paid on this Contract; and~~
- ~~(e) the Vendor will in the event that the New Contract is signed under this clause pay to the Purchaser the sum of **\$550.00** in satisfaction of any costs which may be incurred by the Purchaser in relation to the New Contract.~~

~~**42.5** For the avoidance of doubt, this clause will also apply, with any necessary changes, if any one of the Vendors transfers its interest in the Land. In that event the New Vendor will be the transferee of that interest and the continuing vendors acting jointly.~~

Annexure 1

FIRB DECLARATION

In accordance with Special Condition 15 of this Contract, the purchaser declares that the information below is correct as at the date of this Contract.

Property:	
Lot/Number:	
Name of Purchaser:	
Date of Birth of Purchaser:	
Present residential address of purchaser (or registered office of company)	
If a Company, name and residential address of Guarantors:	
If a Company, names, residential addresses and citizenship of the shareholders:	
Residential Status:	(delete whichever is inapplicable) • an Australian Citizen • an Australian citizen with a foreign spouse purchasing as joint tenants; • an Australian permanent resident who has been a resident in Australia for 200 days of the past year; • an Australian permanent resident who has not been a resident in Australia for 200 days of the past year; • an Australian temporary resident; • a foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visa) • a corporation or trust where no single foreign person (together with their associates) has 15% or more of ownership of the corporation or trust; • a corporation or trust where a single foreign person (together with their

	associates) has 15% or more of ownership of the corporation or trust; • a corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation or trust. If (vii), (viii) or (ix) are applicable, the name and addresses of all major shareholders and beneficiaries must be stated.
	Major Shareholders/Beneficiaries and addresses.
Purchaser(s) Tax File Number (if any)	
Are you purchasing the property as a Trustee:	Yes/No
If yes, specify the names, residential addresses and citizenship of beneficial owners:	

.....
Signature of Purchaser/Guarantor

Name:.....

.....
Signature of Purchaser/Guarantor

Name:.....

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

LOTS 267 CONDOMINE ST MANLY VALE NSW 2093



FOLIO: 100/1270372

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/11/2024	10:08 AM	1	21/1/2021

LAND

LOT 100 IN DEPOSITED PLAN 1270372

AT MANLY VALE

LOCAL GOVERNMENT AREA NORTHERN BEACHES

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1270372

FIRST SCHEDULE

MANLY VALE DEVELOPMENTS NO.3 PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

2 AN919627 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: PP SP98425.

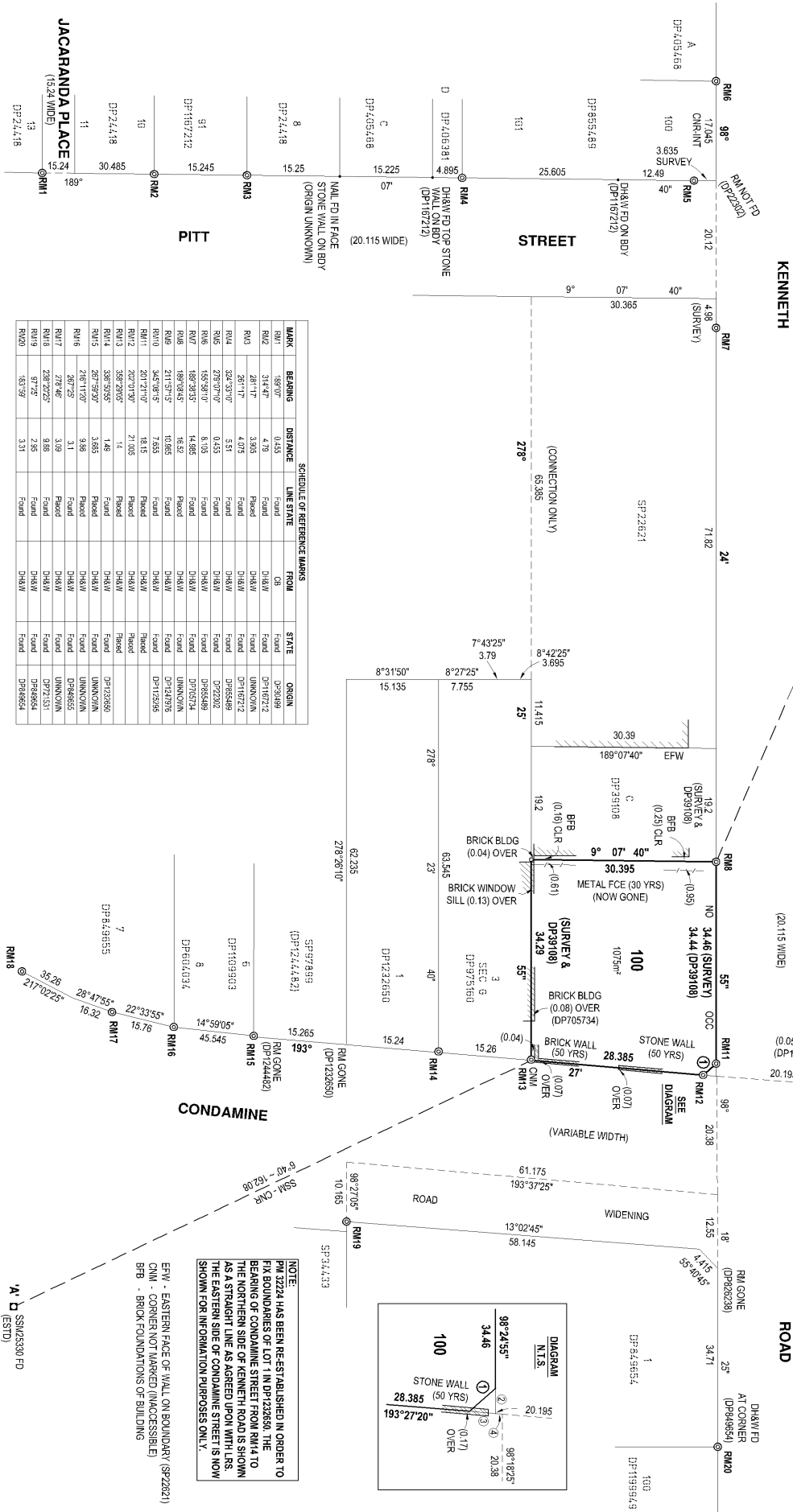
*** END OF SEARCH ***



B' SSM24799 FD
(ESTD)

COORDINATE SCHEDULE					
Mark	MGA Easting	MGA Northing	Class	PU	Method
SSM24799	339012.366	6260240.162	B	N/A	SCIMS
SSM25330	339476.475	625984.926	C	N/A	SCIMS
SSM25501	339076.079	6260237.587	B	N/A	SCIMS
DATE OF SCIMS COORDINATES: 09-12-2020 COMBINED SCALE FACTOR 0.999910					
MGA ZONE: 56 MGA DATUM: GDA2020					

SCHEDULE OF SHORT LINES		
#	BEARING	DISTANCE
1	145°56'	2.885
2	278°24'55"	2.135
3	183°27'20"	2.135
4	183°27'20"	0.15



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)																		
Registered: 21/01/2021 Title System: TORRENS Office Use Only		DP1270372																		
PLAN OF CONSOLIDATION OF LOTS A & B IN DP39108		LGA: NORTHERN BEACHES Locality: MANLY VALE Parish: MANLY COVE County: CUMBERLAND																		
Survey Certificate I, NAJIB NICHOLAS of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 11 DECEMBER 2020. *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'A'-'B' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature: Dated: 14/12/2020 Surveyor Identification No: 9009 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:																		
Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.																				
Plans used in the preparation of survey/compilation: <table style="width:100%;"> <tr> <td>DP39108</td> <td>DP1125032</td> <td>DP1244482</td> </tr> <tr> <td>DP116874</td> <td>DP1125295</td> <td>DP1247976</td> </tr> <tr> <td>DP705734</td> <td>DP1167212</td> <td>SP22621</td> </tr> <tr> <td>DP849654</td> <td>DP1185120</td> <td></td> </tr> <tr> <td>DP849655</td> <td>DP1199949</td> <td></td> </tr> <tr> <td>DP855489</td> <td>DP1232650</td> <td></td> </tr> </table>		DP39108	DP1125032	DP1244482	DP116874	DP1125295	DP1247976	DP705734	DP1167212	SP22621	DP849654	DP1185120		DP849655	DP1199949		DP855489	DP1232650		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
DP39108	DP1125032	DP1244482																		
DP116874	DP1125295	DP1247976																		
DP705734	DP1167212	SP22621																		
DP849654	DP1185120																			
DP849655	DP1199949																			
DP855489	DP1232650																			
Surveyor's Reference: 7772		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A																		

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  21/01/2021

Office Use Only

Office Use Only

**PLAN OF CONSOLIDATION OF LOTS A & B
IN DP39108**

DP1270372

Subdivision Certificate number:

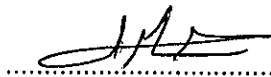
Date of Endorsement:

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

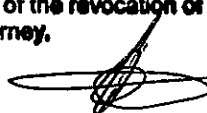
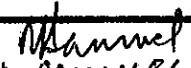
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

LOT	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
100	267-269	CONDAMINE	STREET	MANLY VALE

EXECUTED by)
MANLY VALE DEVELOPMENTS NO.3 PTY LTD)
ACN 626 675 787)
in accordance with s127 of)
the Corporations Act 2001)


Mohamad Jaara
Sole Director/Secretary

Surveyor's Reference: 7772

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  21/01/2021 Office Use Only PLAN OF CONSOLIDATION OF LOTS A & B IN DP39108 Subdivision Certificate number: Date of Endorsement:	Office Use Only DP1270372 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) SSI Regulation 2017 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals- see 195D Conveyancing Act 1919 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
<u>Consent of Mortgagee</u> SIGNED SEALED AND DELIVERED for and on behalf of ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration book 4299 no 322. By executing this instrument the attorney States that the attorney has received no notice of the revocation of the power of attorney.  _____ Signature Tier Three Attorney Name: BRETT COPP  _____ Witness Signature Name: MELVIN SAMUEL Level 3/25 Restwell St Bankstown NSW 2200		

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Manly Vale Developments No.3 Pty Ltd ACN 626 675 787 ACN 626 675 787 as trustee for Manly Vale Developments No.3 Unit Trust ABN 18 866 441 306
PROPERTY	267 Condamine Street, Manly Vale 2093

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	No
Will the lot form part of a community, precinct or neighbourhood scheme?	No

DETAILS					
Completion	21 days	Refer to clause(s):	1.1		
Is there a sunset date?	Yes	Can this date be extended?	Yes	Refer to clause(s):	2.4
Does the purchaser pay anything more if they do not complete on time?	Yes	Provide details, including relevant clause(s) of contract:	8.1		
Has development approval been obtained?	Yes	Development Approval No:	Northern Beaches Council DA2019/0114		
Has a principal certifying authority been appointed?	Yes	Provide details:	Certified Building Specialist Steven Saad Suite 2, Level 2, 2 Rowe Street Eastwood NSW 2122 (02) 9191 0400 F (02) 9191 0401 steven@certified.net.au		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	No	Provide details, including relevant clause(s) of contract:	NIL		

ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
The following prescribed documents are included in this disclosure statement <i>(select all that apply)</i> .	
☒ draft plan	☐ draft community/precinct/neighbourhood/management statement

☐ s88B instrument proposed to be lodged with draft plan	☐ draft community/precinct/neighbourhood/development contract
☒ proposed schedule of finishes	☐ draft strata management statement
☒ draft strata by-laws	☐ draft building management statement
☐ draft strata development contract	

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheets
Office Use Only		Office Use Only
Registered:		SP 98425
PLAN OF SUBDIVISION OF: LOT DP (BEING THE PLAN OF CONSOLIDATION OF LOTS A & B DP 39108)		LGA: NORTHERN BEACHES Locality: MANLY VALE Parish: MANLY COVE County: CUMBERLAND
This is a freehold Strata Scheme		
Address for Service of Documents 267-269 Condamine Street MANLY VALE NSW 2093 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
Surveyor's Certificate I, MATTHEW PLOWMAN of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: Date: Surveyor ID: 5915 Surveyor's Reference: 7772 ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I being an Accredited Certifier, accreditation number, 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> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: Relevant Planning Approval No.: issued by: Signature: Date: ^ Insert lot numbers of proposed utility lots.
* Strike through if inapplicable		

Office Use Only

Office Use Only

Registered:

SP 98425**VALUER'S CERTIFICATE**

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

Signature: Date

SCHEDULE OF UNIT ENTITLEMENT

LOT No	U/E	LOT No	U/E	LOT No	U/E
1		12		23	
2		13		24	
3		14		25	
4		15		26	
5		16		27	
6		17		28	
7		18		29	
8		19		30	
9		20		31	
10		21		TOTAL	
11		22			

Office Use Only

Office Use Only

Registered:

SP 98425

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**267-269 CONDAMINE STREET MANLY VALE NSW 2093**

LOT No	SUB ADDRESS	LOT No	SUB ADDRESS	LOT No	SUB ADDRESS
1		12		23	
2		13		24	
3		14		25	
4		15		26	
5		16		27	
6		17		28	
7		18		29	
8		19		30	
9		20		31	
10		21			
11		22			

COMMON PROPERTY - 267-269 CONDAMINE STREET MANLY VALE NSW 2093

EXECUTED by

ACN
in accordance with s127 of
the Corporations Act 2001

.....
Director/Secretary

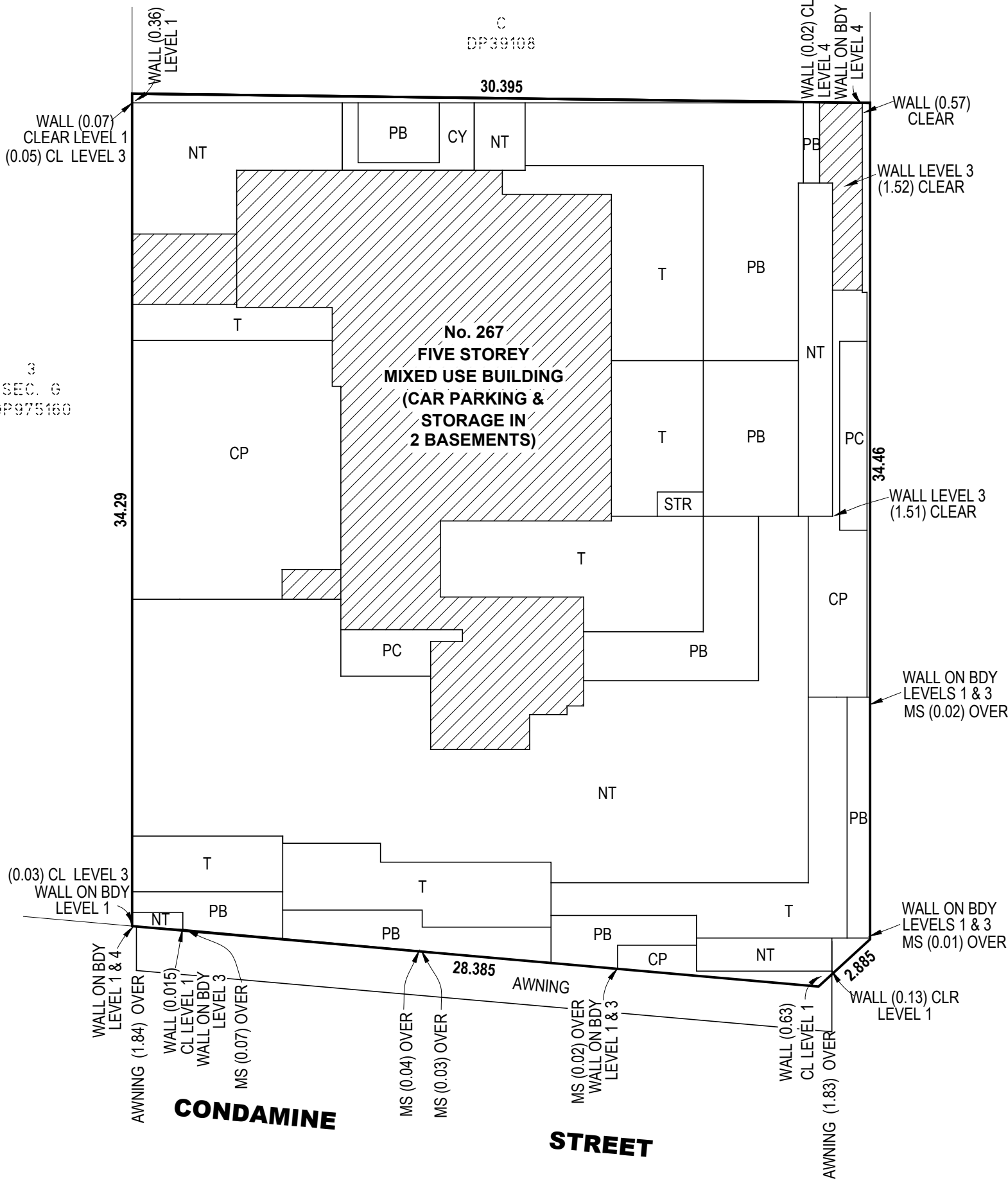
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheets
Office Use Only	Office Use Only	
Registered:	SP 98425	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
CONSENT OF MORTGAGEE DRAFT		
Surveyor's Reference: 7772		



LOCATION PLAN

No. 267 CONDAMINE STREET
MANLY VALE

3
SEC. 6
DP975160



LEGEND:

CL DENOTES CLEAR
BDY DENOTES BOUNDARY
MS METAL SILL OVERHANG
OF WINDOW LOUVERS

CP	COMMON PROPERTY
CY	COURTYARD
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
STR	STAIRS
T	TERRACE

Surveyor:
MATTHEW PLOWMAN
Date of Survey: 03-09-2024
Surveyor's Ref: 7772

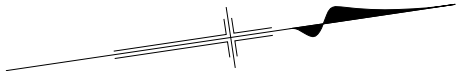
PLAN OF SUBDIVISION OF LOT 100 IN DP1270372

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

REGISTERED

SP 98425

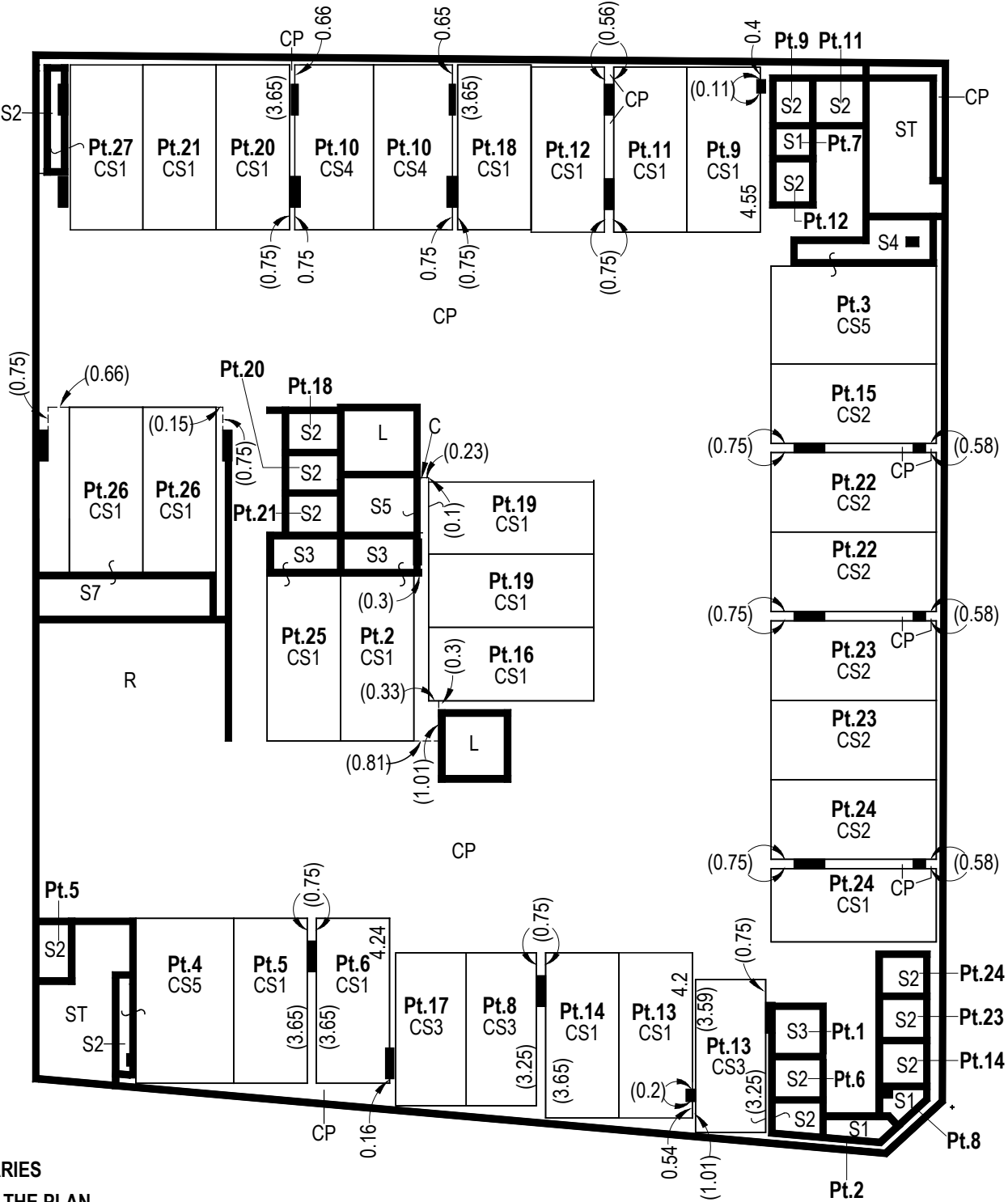
Storage Schedule	
Tag	Area(m²)
S1	1
S2	2
S3	3
S4	4
S5	5
S7	7



Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.6x5.4	14
CS3	2.3x5	11
CS4	2.56x5.4	14
CS5	3.2x5.4	17

- C CORNER OF VISIBLE WALL
- PROLONGATION OF FACE OF COLUMN OR WALL
- PROLONGATION OF CENTRELINE OF COLUMN

NOTES:-
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
REFER TO STORAGE AREA SCHEDULE FOR AREAS
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



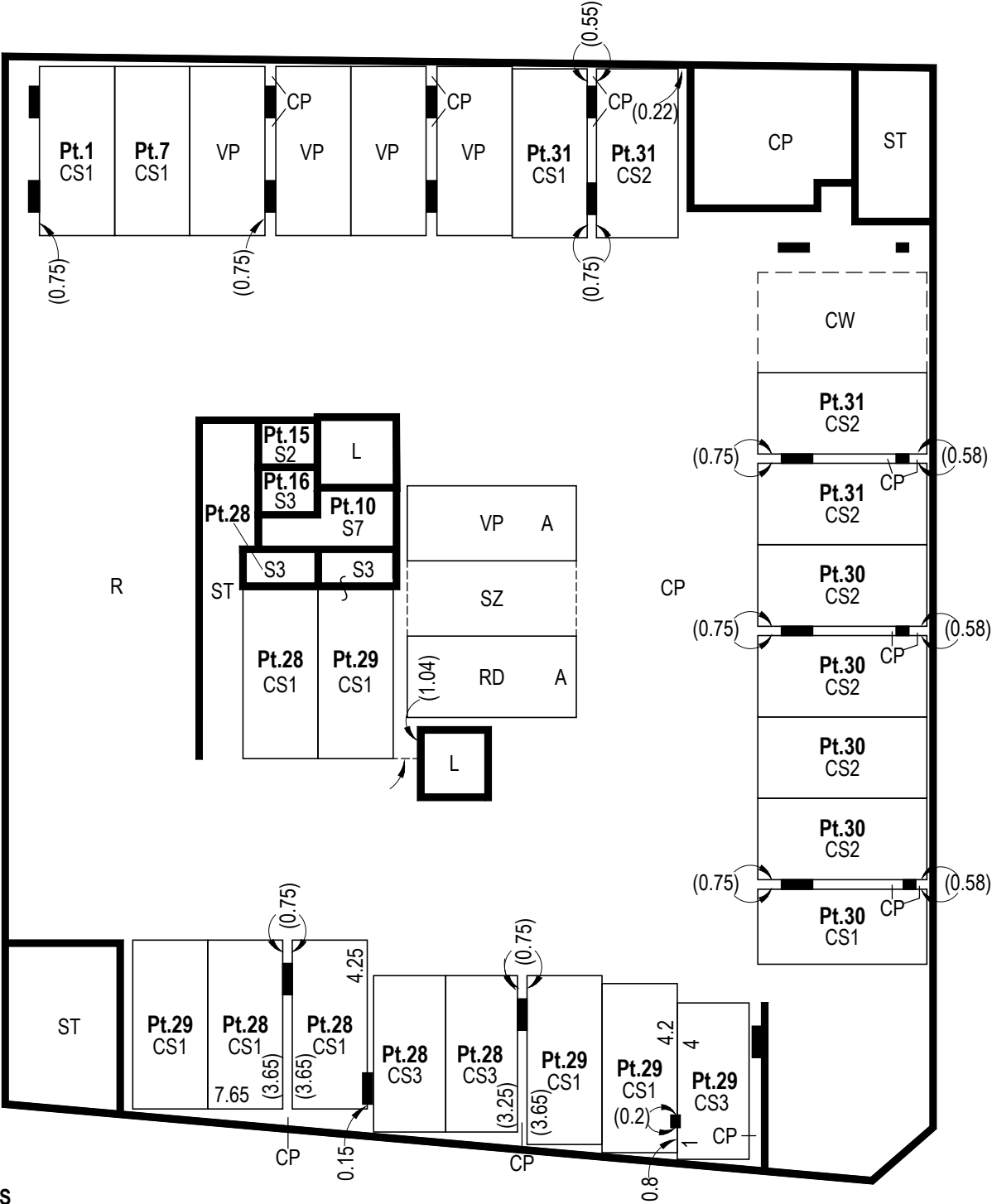
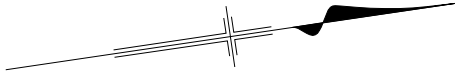
**BASEMENT 2
FLOOR PLAN**

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)

Surveyor: MATTHEW PLOWMAN Date of Survey: 03-09-2024 Surveyor's Ref: 7772	PLAN OF SUBDIVISION OF LOT 100 IN DP1270372	L G A: NORTHERN BEACHES Locality: MANLY VALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP 98425
--	---	---	------------	----------

Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S7	7

Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.4x5.4	13
CS2	2.6x5.4	14
CS3	2.3x5	11



- PROLONGATION OF FACE OF COLUMN OR WALL
- PROLONGATION OF CENTRELINE OF COLUMN

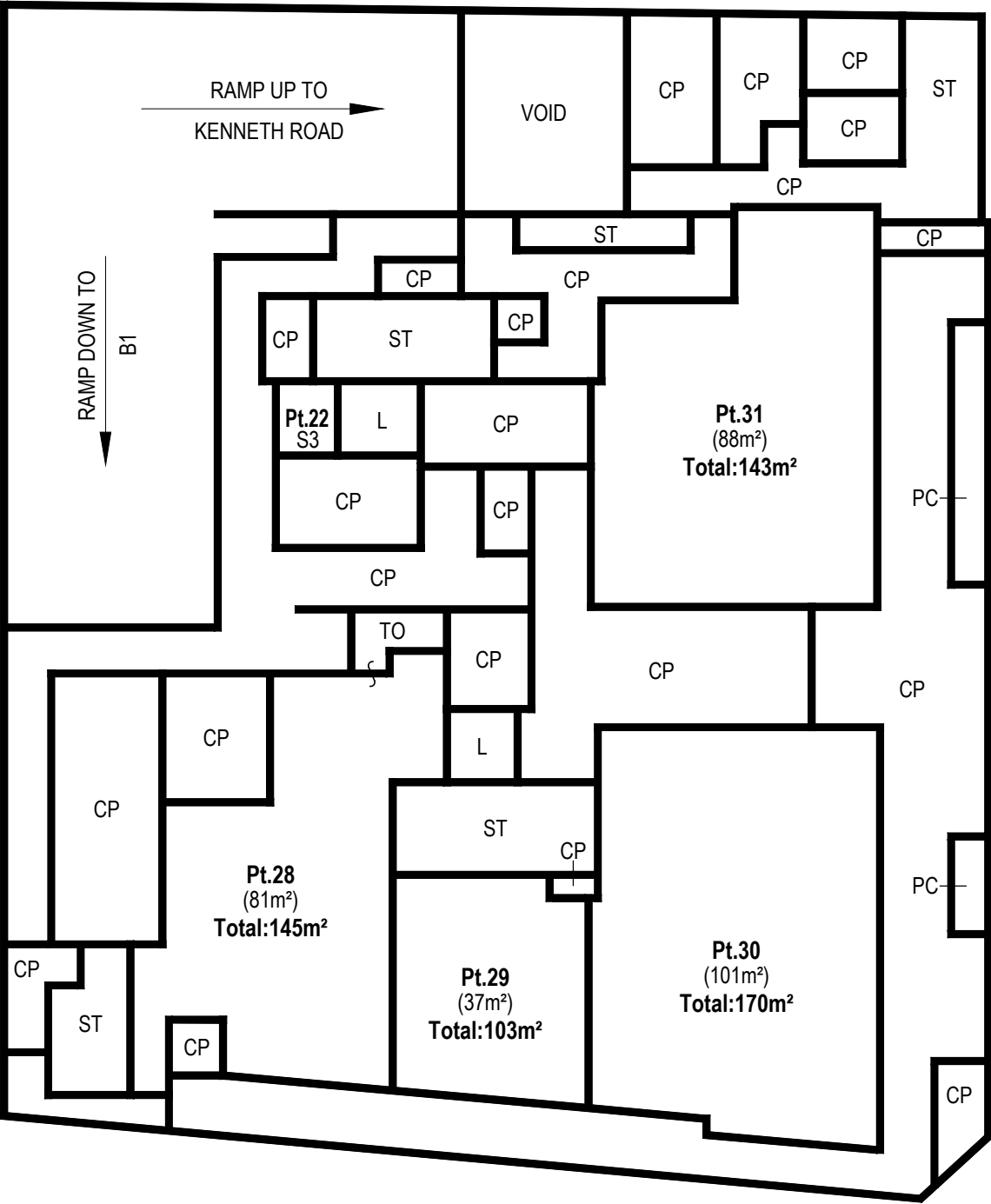
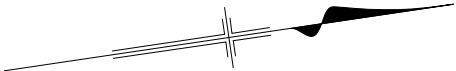
NOTES:-
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
REFER TO STORAGE AREA SCHEDULE FOR AREAS
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
A	ACCESSIBLE
L	LIFT (CP)
R	RAMP (CP)
RD	RETAIL DELIVERIES (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
VP	VISITOR PARKING (CP)
CW	CAR WASH BAY (CP)

**BASEMENT 1
FLOOR PLAN**

Surveyor: MATTHEW PLOWMAN Date of Survey: 03-09-2024 Surveyor's Ref: 7772	PLAN OF SUBDIVISION OF LOT 100 IN DP1270372	L G A: NORTHERN BEACHES Locality: MANLY VALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP 98425
--	---	---	------------	----------

Storage Schedule	
Tag	Area(m²)
S3	3



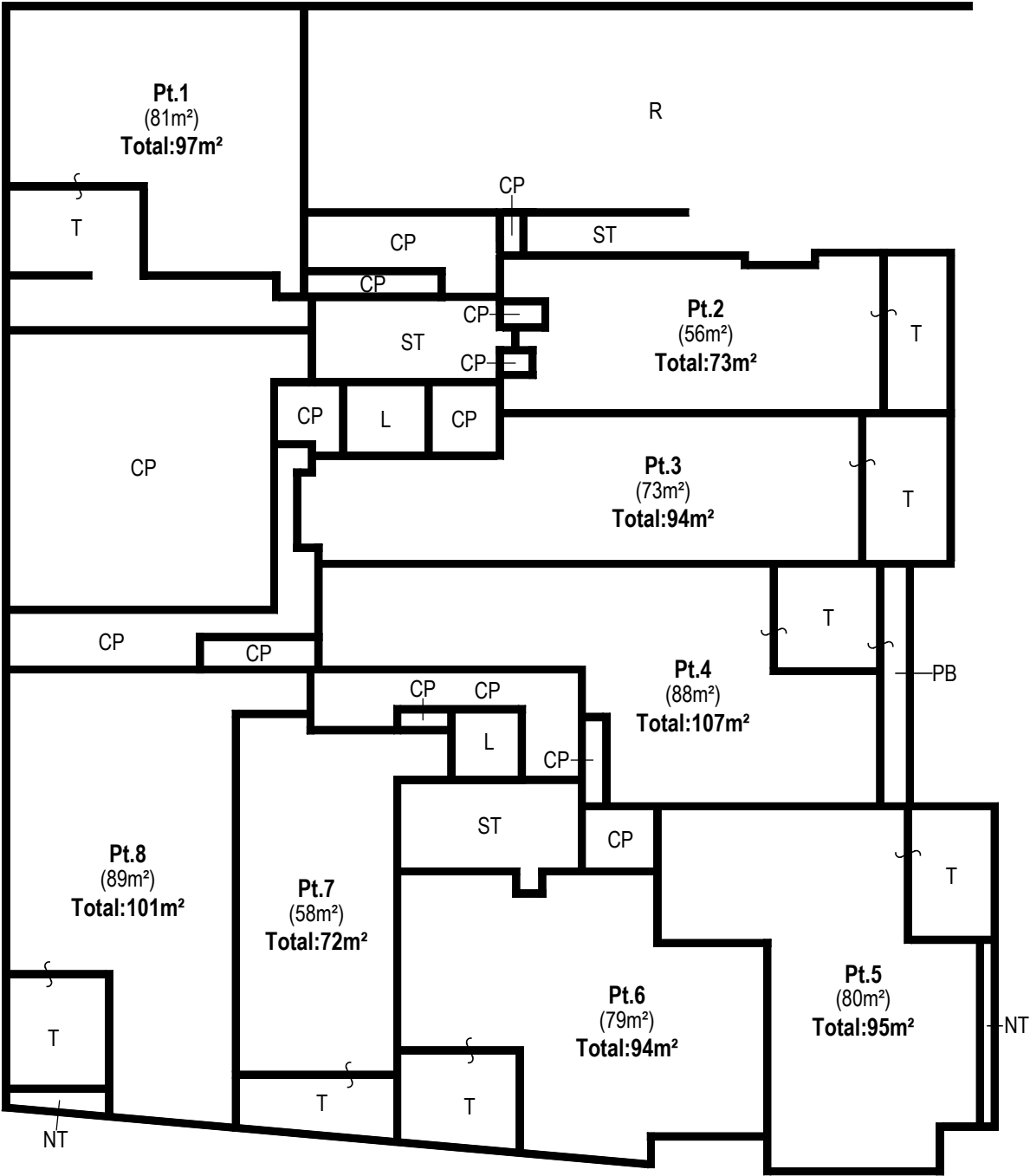
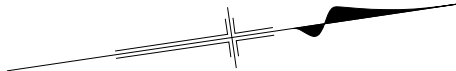
NOTES:-

REFER TO STORAGE AREA SCHEDULE FOR AREAS
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR PLAN

CP	COMMON PROPERTY
S#	STORAGE (SEE SCHEDULE)
L	LIFT (CP)
TO	TOILET
PC	PLANTER (CP)
ST	STAIRS (CP)

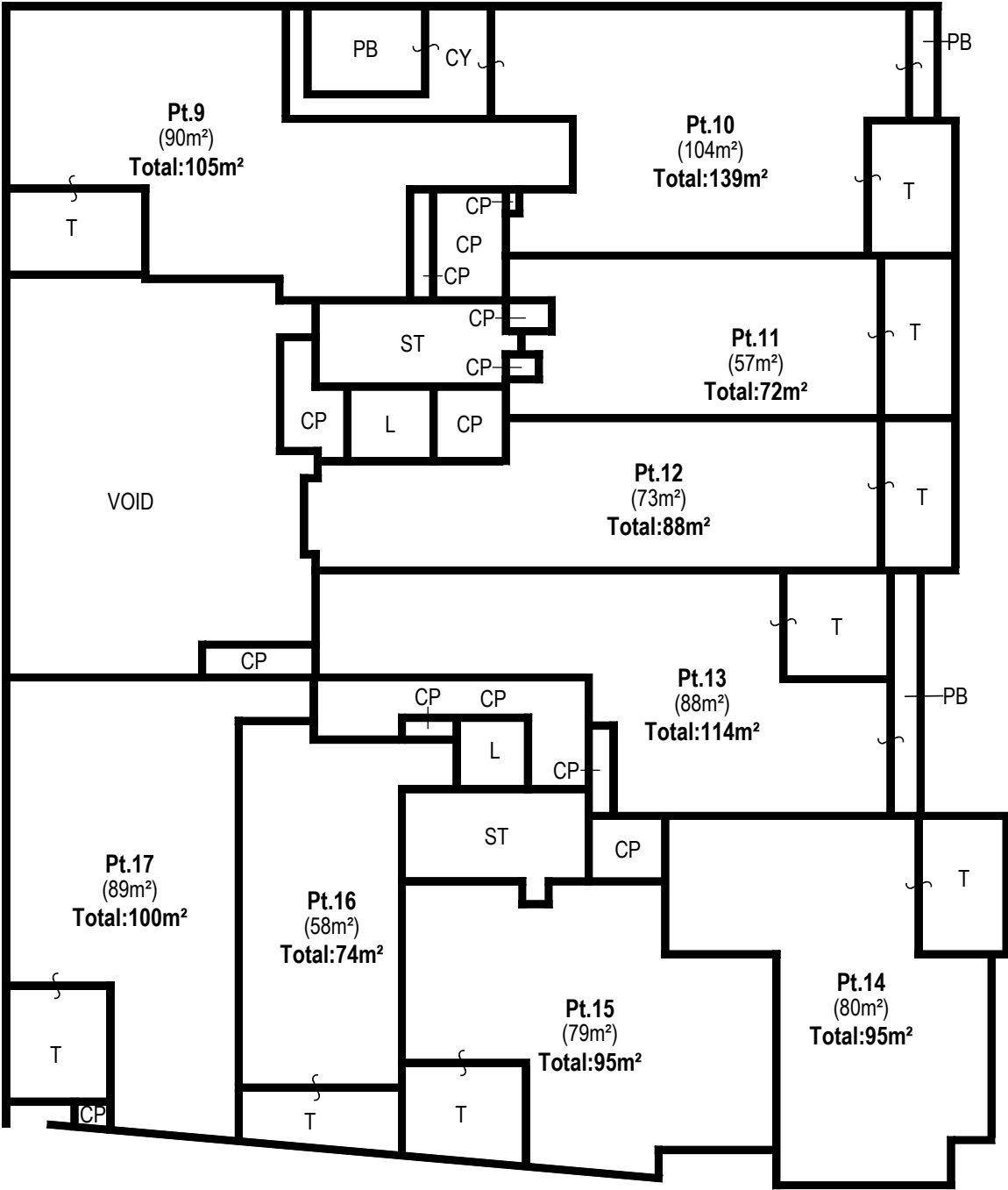
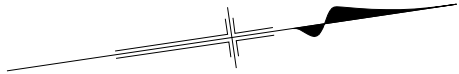
Surveyor: MATTHEW PLOWMAN Date of Survey: 03-09-2024 Surveyor's Ref: 7772	PLAN OF SUBDIVISION OF LOT 100 IN DP1270372	L G A: NORTHERN BEACHES Locality: MANLY VALE Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP 98425
--	---	---	------------	----------



NOTES:-
THE STRATUM OF EACH TERRACE IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 1 FLOOR PLAN

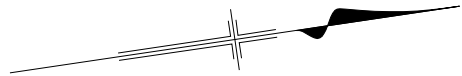
CP	COMMON PROPERTY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE



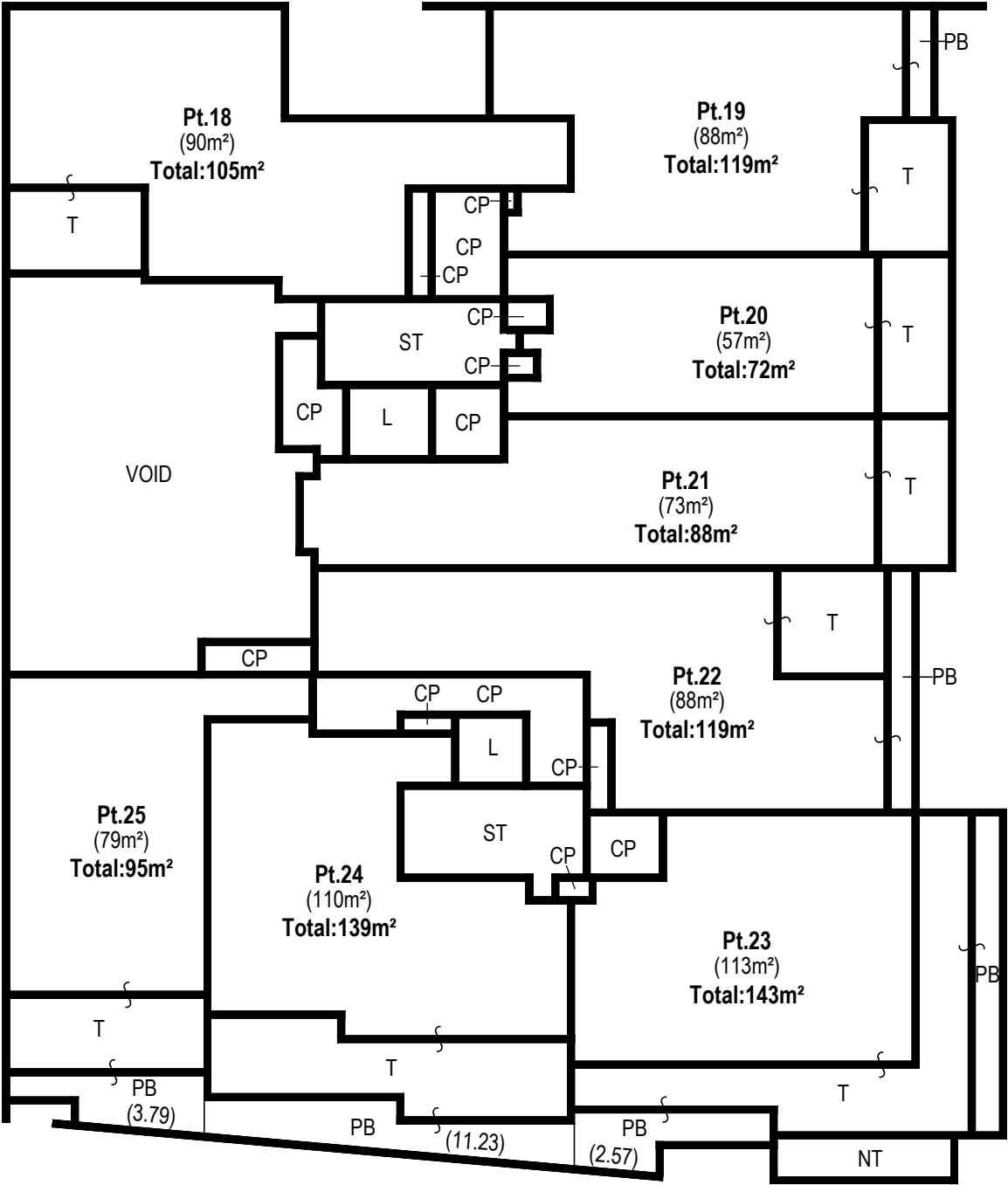
NOTES:-
THE STRATUM OF EACH COURTYARD, TERRACE, PLANTER BOX AND BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 2 FLOOR PLAN

CP	COMMON PROPERTY
CY	COURTYARD
L	LIFT (CP)
PB	PLANTER
ST	STAIRS (CP)
T	TERRACE



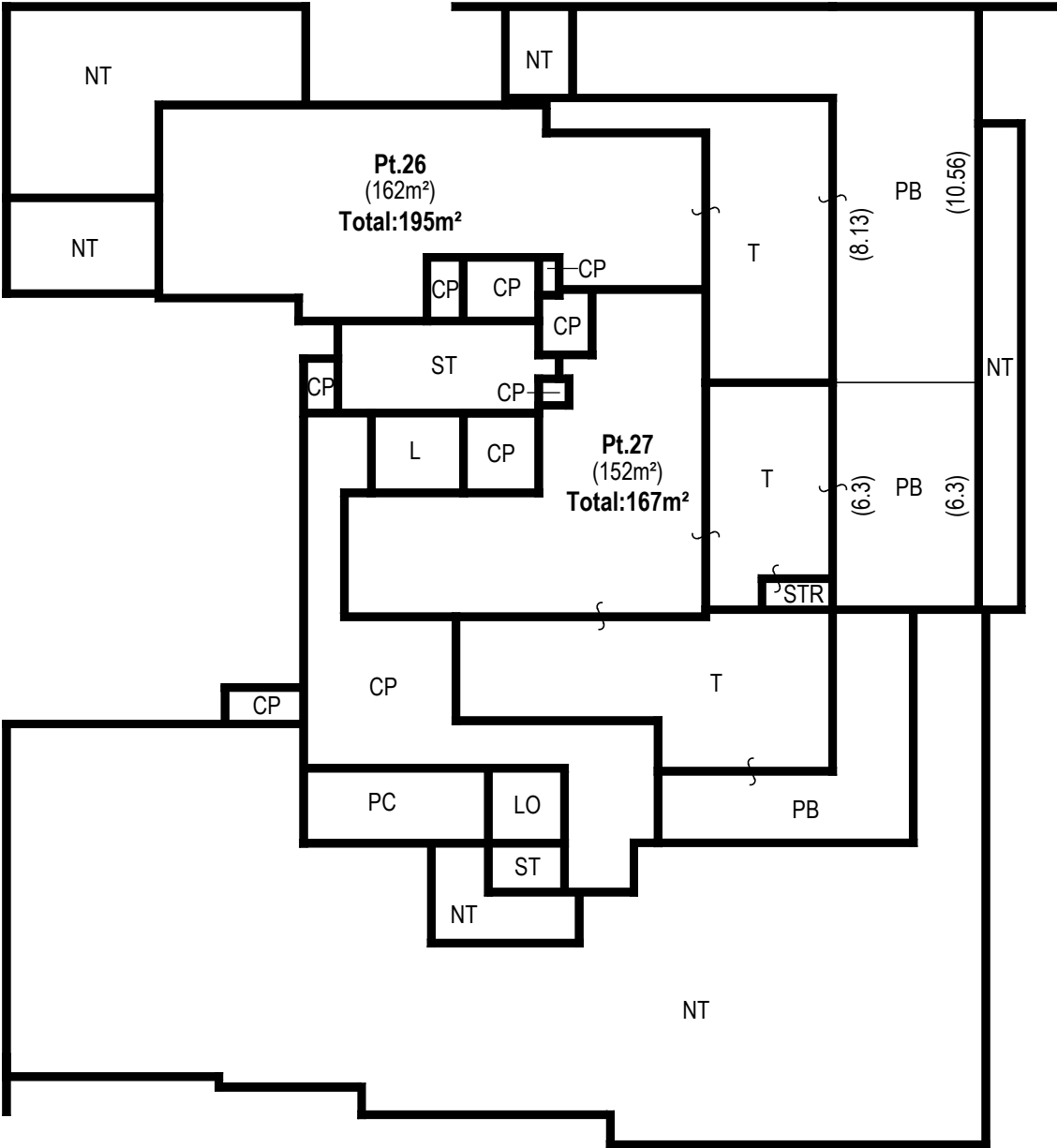
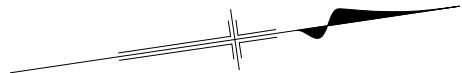
CORNER OF WALL



NOTES:-
THE STRATUM OF EACH TERRACE AND PLANTER BOX IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3 FLOOR PLAN

CP	COMMON PROPERTY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
ST	STAIRS (CP)
T	TERRACE



NOTES:-
THE STRATUM OF EACH TERRACE AND PLANTER BOX IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 4 FLOOR PLAN

CP	COMMON PROPERTY
L	LIFT (CP)
LO	LIFT OVERRUN (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER
PC	PLANTER (CP)
ST	STAIRS (CP)
STR	STAIRS
T	TERRACE

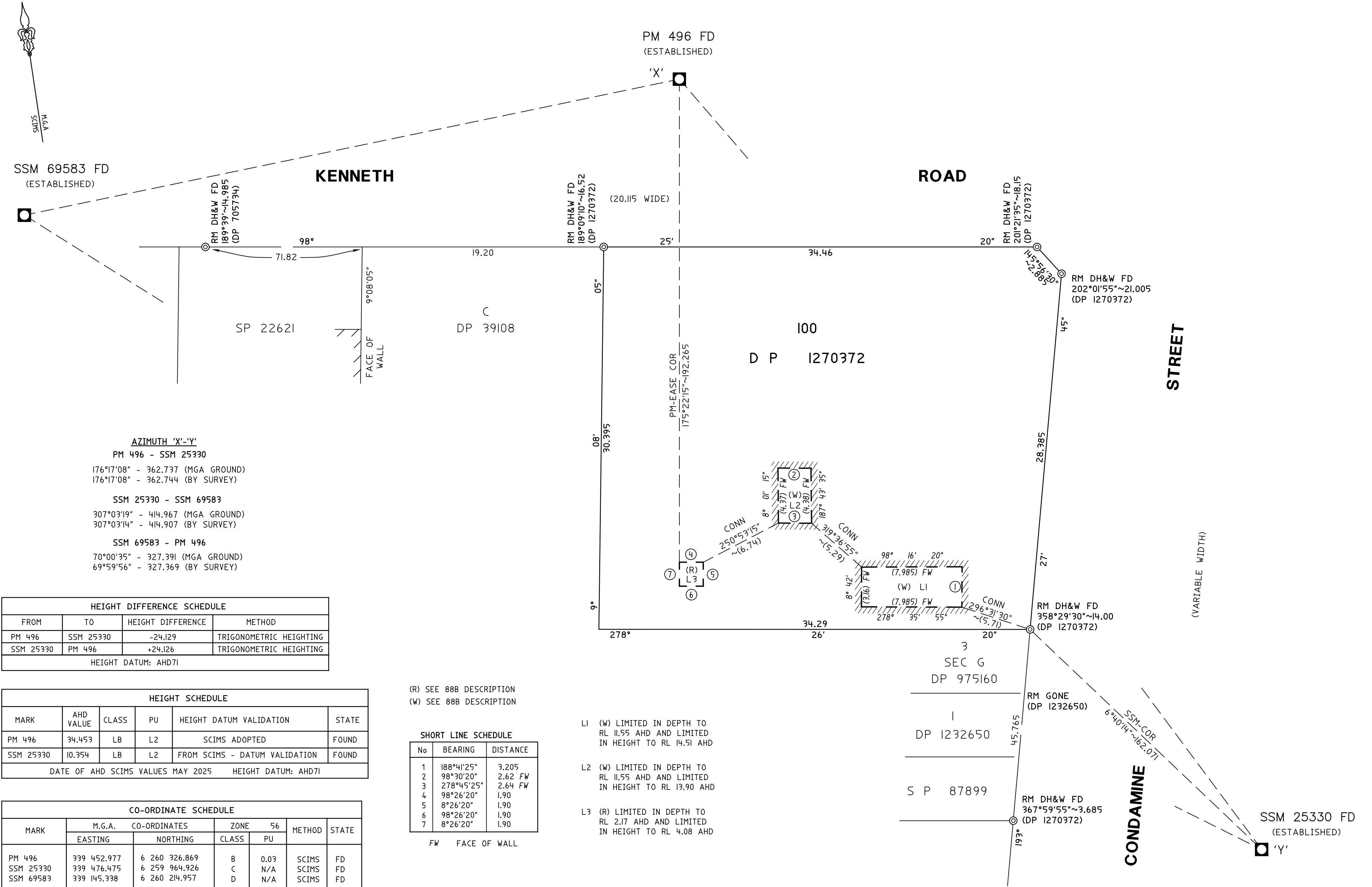
Schedule of finishes & fittings

General	Carpet	◦ Godfrey Hirst – Casa Velour -Alloy (grey)
	Skirtings	◦ 100mm square edge, pre-primed timber, painted to walls
	Walls	◦ 13mm plasterboard, painted DULUX 'vivid white'
	Ceilings	◦ 13mm plasterboard, painted DULUX 'natural white'
	Cornices	◦ Square set or Shadowline
	Lighting	◦ Downlights – Compact Fluorescent / LED
	Heating	◦ Gas bayonet for heater (living and balcony)
	Electrical	◦ Double data-phone point to bedroom + living Double TV point to bedroom + living
	Wardrobes	◦ Laminex panel. Fitout includes drawers, shelves + hanging rails
Kitchen	Tiles	◦ Vitrified tile / Engineered Timber Floor
	Benchtops	◦ AC stone CALACATTA (AC 777) 20MM
	Joinery	◦ Overhead cabinets: Laminex impressions Charcoal 461 Nuance finish, Soft close cupboards Under bench cabinets: Oyster Grey Matt, Soft close cupboards + drawers
	Splashback	◦ AC stone CALACATTA (AC 777) 20MM
	Kitchen Sink	◦ Franke bowl black sink
	Kitchen Mixer	◦ PARISI Black Flick mixer with swivel spout
	Oven	◦ FISHER & PAYKEL 600mm wide Electric, Black Ceramic / Stainless Steel
	Cooktop	◦ FISHER & PAYKEL Gas 4 burner, Black Ceramic / Stainless Steel
	Rangehood	◦ FISHER & PAYKEL 600mm wide multi-speed fan, Stainless Steel
	Dishwasher	◦ FISHER & PAYKEL 600mm Integrated Dishwasher
	Lighting	◦ Downlights – Compact Fluorescent / LED
	Fridge	◦ 800mm wide space
	Microwave	600mm built in with trim, Black Ceramic / Stainless Steel

Note: Brands and selections may vary due to availability of the product colour or model

Bathrooms	Tiled Walls	◦ White Finger Mosaic / Ceramic
	Tiled Floor	◦ 300 x 300 Grey Ceramic
	Vanity	◦ PARISI Rotondo basin + mirror shaving cabinet
	Tapware	◦ PARISI Black Flick mixer to Basin, Shower / Bath

	Shower	◦ Semi-frameless glass screen
	Bath	◦ Built-in acrylic bath, white (generally)
	Toilet	◦ PARISI Dual Flush with soft close lid, ceramic wall faced pan, concealed cisterns
	Accessories	◦ Black, towel rail, toilet paper holder, soap holder
Laundry	Tiled Floor	◦ 300 x 300 Vitrified tile
	Benchtops	◦ AC stone CALACATTA (AC 777) 20MM
	Joinery	◦ Laminex Impressions
	Splashback	◦ Ceramic 'White Matt'
	Laundry Sink	◦ FRANKE Single bowl black finish
	Laundry Mixer	◦ Flick mixer with swivel spout
	Clothes Dryer	◦ 4kg Fisher & Paykel or equal
General	Intercom	◦ Security audio-visual intercom to street entry, building entry and garage entry, with panel in kitchen or Living area
	Lift	◦ Electronic lift from basement parking to all floors
	Lobby Floors	◦ Vitrified tile
	Lobby Stairs	◦ Tiled stairs with balustrades, powder-coated aluminium.
	Lobby Lighting	◦ Downlights – Compact Fluorescent / LED
	Hot Water	◦ Centralized Hot Water System
	Air Con	◦ 2.5hp Wall mounted split system to living room
	Water + Gas	◦ Taps to balconies or each courtyard only, gas bayonet for natural gas connection to future BBQ (by owner)
	Electrical	◦ Earth leakage electrical safety switch to board
	Windows	◦ Powder coated aluminium windows and doors" I
	Fire Safety	◦ Hard wired smoke alarms with battery back up
	Exhaust	◦ Mechanical ventilation to bathrooms and laundry to outside if require



AZIMUTH 'X'-'Y'
PM 496 - SSM 25330
176°17'08" - 362.737 (MGA GROUND)
176°17'08" - 362.744 (BY SURVEY)

SSM 25330 - SSM 69583
307°03'19" - 414.967 (MGA GROUND)
307°03'14" - 414.907 (BY SURVEY)

SSM 69583 - PM 496
70°00'35" - 327.391 (MGA GROUND)
69°59'56" - 327.369 (BY SURVEY)

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 496	SSM 25330	-24.129	TRIGONOMETRIC HEIGHTING
SSM 25330	PM 496	+24.126	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM 496	34.453	LB	L2	SCIMS ADOPTED	FOUND
SSM 25330	10.354	LB	L2	FROM SCIMS - DATUM VALIDATION	FOUND
DATE OF AHD SCIMS VALUES MAY 2025 HEIGHT DATUM: AHD71					

CO-ORDINATE SCHEDULE						
MARK	M.G.A.	CO-ORDINATES		ZONE 56		STATE
	EASTING	NORTHING	CLASS	PU	METHOD	
PM 496	339 452.977	6 260 326.869	B	0.03	SCIMS	FD
SSM 25330	339 476.475	6 259 964.926	C	N/A	SCIMS	FD
SSM 69583	339 145.338	6 260 214.957	D	N/A	SCIMS	FD
COMBINED SEA LEVEL SCALE FACTOR = 0.999912						
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCIMS 2 MAY 2025 M.G.A. DATUM: GDA2020						

(R) SEE 88B DESCRIPTION
(W) SEE 88B DESCRIPTION

SHORT LINE SCHEDULE		
No	BEARING	DISTANCE
1	188°41'25"	3.205
2	98°30'20"	2.62 FW
3	278°45'25"	2.64 FW
4	98°26'20"	1.90
5	8°26'20"	1.90
6	98°26'20"	1.90
7	8°26'20"	1.90

FW FACE OF WALL

L1 (W) LIMITED IN DEPTH TO RL 11.55 AHD AND LIMITED IN HEIGHT TO RL 14.51 AHD

L2 (W) LIMITED IN DEPTH TO RL 11.55 AHD AND LIMITED IN HEIGHT TO RL 13.90 AHD

L3 (R) LIMITED IN DEPTH TO RL 2.17 AHD AND LIMITED IN HEIGHT TO RL 4.08 AHD

SURVEYOR Name: LACHLAN LEONARD HILLARD YOUNG Date: 9/05/2025 Reference: 9315	PLAN OF EASEMENTS OVER LOT 100 IN DP 1270372	LGA: NORTHERN BEACHES Locality: MANLY VALE Reduction Ratio: 1: 200 Lengths are in metres.	Registered:	DP
---	---	--	--------------------	-----------

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of

sheet(s)

Office Use Only Registered: Title System:	Office Use Only
PLAN OF EASEMENTS OVER LOT 100 IN DP 1270372	LGA: NORTHERN BEACHES Locality: MANLY VALE Parish: MANLY COVE County: CUMBERLAND
Survey Certificate I, <u>LACHLAN LEONARD HILLARD YOUNG</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify the following: *(a) the land shown in this plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2024, *(b) part of the land shown in this plan, being (.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2024</i>, and the part of the land not surveyed was compiled in accordance with the regulation, section 26(3), *(c) the land shown in this plan was compiled (d) the survey is accurate and complete Datum Line: <u>'X' - 'Y'</u> Type: *Urban/*Rural *Tolerance required under the SSIR 2024, s.26(3): Signature:  Dated: <u>09-05-2025</u> Address: <u>PO BOX 2244 CARLINGFORD 2118</u> *Name of Firm: <u>RAMSAY SURVEYORS PTY LTD</u> Surveyor Identification No: <u>8676</u> *Strike out or omit if irrelevant	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP 705734 DP 1270372	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 9315	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

**PLAN OF EASEMENTS OVER LOT 100
IN DP 1270372**

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 61(1)(c) *SSI Regulation 2024*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT (PC)
2. RESTRICTION ON THE USE OF LAND (OSD)
3. POSITIVE COVENANT (PART LOT) (R)
4. POSITIVE COVENANT (W)

EXECUTED by
MANLY VALE DEVELOPMENTS NO. 3 PTY LTD
ACN 626 675 787
in accordance with s127 of
the Corporations Act 2001

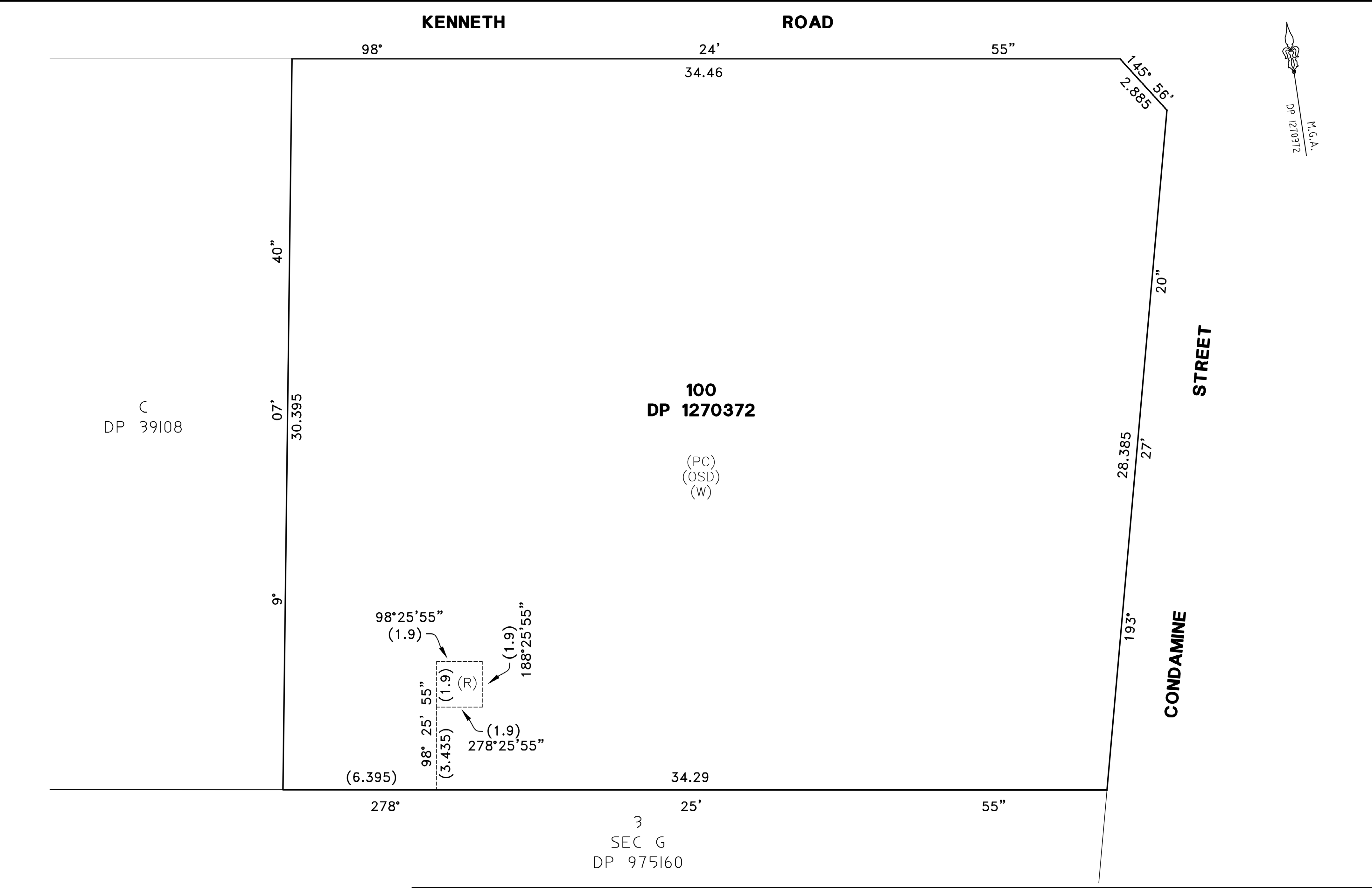
.....
Mohamad Jaara
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 9315

Office Use Only	Office Use Only
Registered:	
PLAN OF EASEMENTS OVER LOT 100 IN DP 1270372	
Subdivision Certificate number: Date of Endorsement:	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 61(1)(c) <i>SSI Regulation 2024</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals - see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

If space is insufficient use additional annexure sheet



(PC) - POSITIVE COVENANT (OSD) - RESTRICTION ON THE USE OF LAND (R) - POSITIVE COVENANT (PART LOT) (W) - POSITIVE COVENANT	SURVEYOR Name: TIMOTHY PEARSON Date: 02/04/2025 Reference: 9315	PLAN OF EASEMENTS OVER LOT 100 IN DP 1270372	LGA: NORTHERN BEACHES Locality: MANLY VALE Reduction Ratio: 1: 100 Lengths are in metres.	Registered:	DP
--	---	--	---	------------------------	---------------

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only Registered: Title System:	Office Use Only
PLAN OF EASEMENTS OVER LOT 100 IN DP 1270372	LGA: NORTHERN BEACHES Locality: MANLY VALE Parish: MANLY COVE County: CUMBERLAND
Survey Certificate I,TIMOTHY PEARSON..... a surveyor registered under the Surveying and Spatial Information Act 2002, certify the following: *(a) the land shown in this plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2024, *(b) part of the land shown in this plan, being (.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2024, and the part of the land not surveyed was compiled in accordance with the regulation, section 26(3), *(c) the land shown in this plan was compiled (d) the survey is accurate and complete Datum Line: Type: *Urban/*Rural *Tolerance required under the SSIR 2024, s.26(3): Signature:  ELECTRONIC SIGNATURE OF ME, TIMOTHY PEARSON, AFFIXED BY ME, ON 15/04/2025 Dated: 15/04/2025 Address: PO BOX 2244 CARLINGFORD 2118 *Name of Firm: RAMSAY SURVEYORS PTY LTD Surveyor Identification No: 8923 *Strike out or omit if irrelevant	Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Registration number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP 1270372	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 9315	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered :

PLAN OF EASEMENTS OVER LOT 100
IN DP 1270372

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT (PART LOT)
4. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 9315

Office Use Only

Office Use Only

Registered :

PLAN OF EASEMENTS OVER LOT 100
IN DP 1270372

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 61(1)(c) SSI Regulation 2024
- 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.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 9315

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.

[Sheet 1 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

Full name and address of the owner of the land: **MANLY VALE DEVELOPMENTS NO.3 PTY LTD**
OF 267 CONDAMINE STREET, MANLY VALE NSW 2093

Part 1 [Creation]

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction on the Use of Land or covenant referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	Positive Covenant (PC)	100/1270372	Northern Beaches Council
2	Restriction on the Use of Land (OSD)	100/1270372	Northern Beaches Council
3	Positive Covenant (PART LOT) (R)	100/1270372	Northern Beaches Council
4	Positive Covenant (W)	100/1270372	Northern Beaches Council

NORTHERN BEACHES
COUNCIL
.....
Authorised Person
Signature of authorised delegate

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

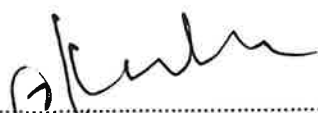
Part 2 [Terms]

1. Terms of Positive Covenant numbered 1 on the Plan.

On-Site Stormwater Detention System

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

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


.....
Signature of authorised delegate

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.

[Sheet 3 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

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. DA2019/0114 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION REFERRED TO: **NORTHERN BEACHES COUNCIL**

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


.....
Signature of delegate

AARTI KALIA
.....
Name of delegate

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


.....
Signature of Witness

UMA SIVANMUGALINGAM.
.....
Name of Witness

725 PITTWATER ROAD.
.....
Address of Witness DEE WY.

.....
Signature of authorised delegate

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.

[Sheet 4 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

2. Terms of Restriction on the Use of Land numbered 2 on the Plan.

On-Site Stormwater Detention System

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

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

For the purposes of this covenant:

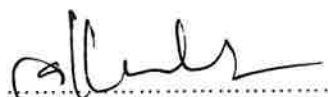
Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on plans approved by Council No. DA2019/0114 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
RESTRICTION REFERRED TO: **NORTHERN BEACHES COUNCIL**

7

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



Signature of delegate

AARTI KALIA

Name of delegate

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



Signature of Witness

LUNA SHANMUGALINGAM

Name of Witness

725 PITTWATER ROAD

Address of Witness DEE WHY.

.....
Signature of authorised delegate

Plan:

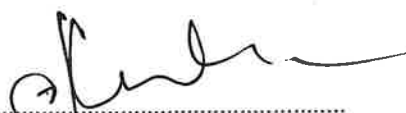
Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

3. Terms of Positive Covenant numbered 3 on the Plan.

On-Site Pump-out System

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

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


.....
Signature of authorised delegate

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.

[Sheet 6 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372

Subdivision Certificate No.

machinery, tools and equipment in conjunction with the said work.

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

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

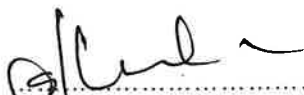
For the purposes of this covenant:

Structure and Works shall mean the Pump-out system constructed on the land as detailed on the plans approved by Council No. DA2019/0114.

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

AARTI KALIA
Name of delegate

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


Signature of Witness

ILMA SUMANMUGALINGAM
Name of Witness

725 PITTWATER ROAD
Address of Witness **DEE WHY.**

.....
Signature of authorised delegate

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.

[Sheet 7 of 11 sheets]

Plan:

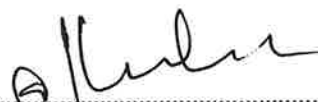
Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

4. Terms of Positive Covenant numbered 4 on the Plan.

Council and Contract Indemnity

Terms of easement, profit à pendre, restriction or positive covenant numbered '4' in the plan.

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:
 - a. **Community Scheme** means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.
 - b. **Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority
 - c. **Land Burdened** means the land described in Certificate of Title Folio Identifier
 - d. **Prescribed Authority** means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.
 - e. **Owners corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.
 - f. **Waste** includes any garbage, recyclables, vegetation 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) presents 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.


.....
Signature of authorised delegate

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.

[Sheet 8 of 11 sheets]

Plan:

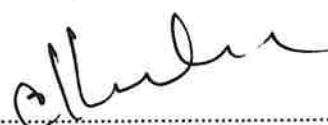
Plan of Easements over Lot 100 in DP 1270372

Subdivision Certificate No.

3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.
4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New South Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.
8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

The Act means the Conveyancing Act 1919

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
RESTRICTION REFERRED TO: **NORTHERN BEACHES COUNCIL**



Signature of authorised delegate

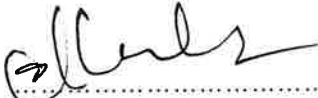
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

[Sheet 9 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

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


Signature of delegate

AARTI KALIA
Name of delegate

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


Signature of Witness

ULMA SHANMUGALINGAM.
Name of Witness

725 PITTWATER ROAD
Address of Witness DEE WHY.

.....
Signature of authorised delegate

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.

[Sheet 11 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

Execution by the registered proprietor

Executed on behalf of the corporation named below by the authorised person (s) whose signature (s) appear below pursuant to the authority specified.

Company Name: MANLY VALE DEVELOPMENTS NO.3 PTY LTD

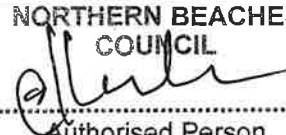
Company ACN or ABN: ABN 82 626 675 787

Authority: section 127 of the Corporations Act 2001

Signature:

Name:

Position:

NORTHERN BEACHES
COUNCIL

.....
Authorised Person.....
Signature of authorised delegate

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.

[Sheet 12 of 11 sheets]

Plan:

Plan of Easements over Lot 100 in DP 1270372
Subdivision Certificate No.

Execution by Mortgagee



.....
Signature of authorised delegate

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 18 November 2019 at 09:24)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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



4 Obstruction of common property

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

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

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

6 Noise

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

7 Behaviour of owners, occupiers and invitees



- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to

cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

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

8 Children playing on common property

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

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (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.
- (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.

Option B

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

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

13 Cleaning windows and doors

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

14 Hanging out of washing

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

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and

appropriately covered.

- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

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

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

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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



Approved Form 7	Strata Plan By-Laws	Sheet 1 of 28 sheet(s)
Office Use Only		Office Use Only
Registered:		

Instrument setting out the details of by-laws to be created upon registration of a strata plan

267 CONDAMINE STREET MANLY VALE

Contents

By-Law 1. Definitions and Interpretations for By-laws	2
By-Law 2. Noise	3
By-Law 3. Vehicles	3
By-Law 4. Obstruction of Common Property	4
By-Law 5. Damage to Lawn and Plants on Common Property	4
By-Law 6. Damage to Common Property	4
By-Law 7. Behaviour of Owners and Occupiers	7
By-Law 8. Children Playing on Common Property	7
By-Law 9. Behaviour of Invitees	7
By-Law 10. Depositing Rubbish and Other Material on Common Property	8
By-Law 11. Hanging of Washing	8
By-Law 12. Cleaning Windows and Doors	8
By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials	9
By-Law 14. Changes to Flooring Coverings	9
By-Law 15. Floor Coverings	10
By-Law 16. Garbage Disposal	10
By-Law 17. Keeping of Animals	11
By-Law 18. Appearance of Lot	12
By-Law 19. Preservation of Fire Safety	13
By-Law 20. Prevention of Hazards	13
By-Law 21. Compliance with Planning and Other Requirements	13
By-Law 22. Insurance Premiums	15
By-Law 23. Services and Equipment	15
By-Law 24. Locks	17
By-Law 25. Noticeboard	18
By-Law 26. Building Works and Alterations	18
By-Law 27. Integrity of Fire Safety Systems	18
By-Law 28. Service of Documents on Owner of Lot by Owners Corporation	19
By-Law 29. No Smoking	19
By-Law 30. Signage	20
By-Law 31. Maintenance of Building	23
By-Law 32. Registration of Dealing	255
By-Law 33. Commercial/Retail Garbage Disposal	25

Approved Form 7	Strata Plan By-Laws	Sheet 2 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

By-Law 1. Definitions and Interpretations for By-laws

In these By-Laws, unless the context otherwise requires or permits:

Act is the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.

Balcony door means the balcony door/s installed to each individual lot.

Commercial/Retail Lot means a Lot in the Strata Plan as the context requires and this definition applies whether either Lot is used or approved for retail or for some other commercial use.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.

Invitee means an invitee of an Owner or Occupier.

Local Council means the local council for the relevant strata plan.

Lot means any Lot in the strata plan.

Maximum number of persons means up to two persons per bedroom.

Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

Owners Corporation means Owners Corporation created by the registration of the strata plan.

Permissible short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP.

Prohibited short term accommodation means occupation of a Lot by one or more persons

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 28 sheet(s)
Registered:	Office Use Only	Office Use Only

temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP.

Small dog means a dog which at it full grown size does not exceed 10 kilos

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires:

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.
- d) references to legislation include references to amending and replacing legislation.

By-Law 2. Noise

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

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.
3. The vehicle of any Owner or Occupier of a Lot must only be parked in the car space or

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

spaces forming part of that Lot.

4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

By-Law 4. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 5. Damage to Lawn and Plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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

By-Law 6. Damage to Common Property

1. An Owner or Occupier of a Lot must:
 - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and
 - (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to

Approved Form 7	Strata Plan By-Laws	Sheet 5 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

happen anything within or on the Lot or Common Property which causes any damage to Common Property.

2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's Lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the lot, or
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
5. Despite section 106 of the Act, the Owner of a Lot must;
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the lot;
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause 3 that forms part of the Common Property and that services the lot; and
 - (c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.
6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:

Approved Form 7	Strata Plan By-Laws	Sheet 6 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (a) recover from that Owner the cost of repairing the damage caused to Common Property; or
 - (b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
 - (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
- (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and
 - (iii) all legal costs incurred in connection with the recovery of the debt.
 - (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
 - (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

Approved Form 7	Strata Plan By-Laws	Sheet 7 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a lot, including a visitor to the Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

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

By-Law 9. Behaviour of Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

Approved Form 7	Strata Plan By-Laws	Sheet 8 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

By-Law 10. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 11. Hanging of Washing

1. An Owner or Occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the lot).
2. An Owner or Occupier of a Lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An Owner or Occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.
4. An Owner or Occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the Owner or Occupier has the prior written approval of the owners corporation.
5. In this clause:

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

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a Lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.

Approved Form 7	Strata Plan By-Laws	Sheet 9 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

1. An Owner or Occupier of a Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
2. All new flooring in the Building must satisfy one or both of the following:
 - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
 - (b) the flooring must result in or satisfy an L'nT,w rating of 50 or less.
3. 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.

Approved Form 7	Strata Plan By-Laws	Sheet 10 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

By-Law 15. Floor Coverings

1. An Owner of a Lot must ensure that all floor space within the lot:
 - (a) 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
 - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential lot;
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (b) must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;
 - (c) must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;

Approved Form 7	Strata Plan By-Laws	Sheet 11 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (d) must have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
 - (e) must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals

1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the Lot or the Common Property.
2. If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier of a Lot must:
 - (a) notify the Owners Corporation that the animal is being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) carry the animal when it is on Common Property;
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and
 - (e) ensure the animal does not cause disturbance to other residents.
3. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

Approved Form 7	Strata Plan By-Laws	Sheet 12 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

By-Law 18. Appearance of Lot

1. An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. Notwithstanding clause 1, an Owner or Occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.
3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
4. The Owner or Occupier of Lot must maintain the planter boxes annexed to their lot. In the event that the planter areas are not maintained to a standard in keeping with that of others lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such lot.
5. The Owner or Occupier of a Lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.
6. The Owner or Occupier of a Lot must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a lot's car space except in a storage container which has been approved by the strata committee.

Approved Form 7	Strata Plan By-Laws	Sheet 13 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

By-Law 19. Preservation of Fire Safety

An Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or Common Property.

By-Law 20. Prevention of Hazards

An Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

By-Law 21. Compliance with Planning and Other Requirements

1. An Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. An Owner and Occupier must ensure that their Lot is only used as a permanent dwelling or domicile unless that Lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their Lot for another purpose, in which the Lot may be used for that other purpose.
3. No Owner or Occupier may use their lot, or allow their Lot to be used, for unlawful short term accommodation.
4. An Owner and Occupier must take all reasonable steps to ensure that their Lot is not used for unlawful short term accommodation.
5. An Owner or Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. An Owner or Occupier must ensure that their Lot is not occupied by more than the maximum number of persons.

Approved Form 7	Strata Plan By-Laws	Sheet 14 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

7. An Owner or Occupier must not:

- (a) alter the layout of their Lot; or
- (b) carry out any alterations or additions to their Lot,

so as to allow their Lot to be occupied by more than the maximum number of persons, or to create additional bedrooms.

8. The latter half of this by-law is to ensure that the owners corporation has taken all reasonable steps to follow legislative procedure and mitigate its loss, so that no failure of compliance can be established in any proceedings before a court or tribunal concerning a breach of a statutory warranty, pursuant to Part 2C of the *Home Building Act 1989* (**HBA**).

9. Prior to commencement of any legal action against any party under Part 2C of the HBA, the owners corporation must in accordance with the HBA and its obligation to act reasonably take the following steps before lodging any such claim:

- (a) In accordance with section 18BA(3)(a) of the HBA, make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing of the breach within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
- (b) In accordance with section 18BA(3)(b) of the HBA, allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with rectifying the breach;
- (c) Allow the builder up to 28 days to rectify a breach, from the time they are advised of it in writing;
- (d) Alternatively to (c), allow the builder a 28-day right to reply to any breach; and
- (e) If no agreement is reached between the owners corporation and the builder on any breach, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, mediate with a NSW Fair Trading qualified specialist mediator.

10. In this by-law:

“**maximum number of persons**” means up to two persons per bedroom;

Approved Form 7	Strata Plan By-Laws	Sheet 15 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

“permissible short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“prohibited short term accommodation” means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 22. Insurance Premiums

1. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
2. To the extent possible at law, if any part of a claim made by the Owners Corporation relates to Lot property, then the Owner of that Lot property must reimburse the Owners Corporation the excess (or if part of the claim is for Lot property the appropriate portion of the excess) payable in relation to that insurance claim.

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.
2. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over;
 - (a) air-conditioning systems exclusively servicing the lot,
 - (b) ventilation system/s exclusively servicing the lot,
 - (c) hot water systems which exclusively service the lot,
 - (d) tempering valves (isolation valves),

Approved Form 7	Strata Plan By-Laws	Sheet 16 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (e) exhaust fans,
- (f) window locks and (to the extent permitted) child safety devices,
- (g) balcony doors (including frame, rollers, locks and glass),
- (h) door closers which exclusively services the lot,
- (i) lot doors (excluding the front door) which exclusively service the lot,
- (j) smoke detectors installed within the lot,
- (k) garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
- (l) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).

3. Each Owner must:

- (a) at the cost of the Owner maintain, repair and, where necessary, replace;
 - (i) air-conditioning systems exclusively servicing the lot,
 - (ii) ventilation system/s exclusively servicing the lot,
 - (iii) hot water systems which exclusively service the lot,
 - (iv) tempering valves (isolation valves),
 - (v) exhaust fans,
 - (vi) window locks and (to the extent permitted) child safety devices,
 - (vii) balcony doors (including frame, rollers, locks and glass),
 - (viii) door closers which exclusively services the lot,
 - (ix) lot doors (excluding the front door) which exclusively service the lot,
 - (x) smoke detectors installed within the lot,
 - (xi) garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
 - (xii) bathroom and kitchen tiles in the internal part of a Lot (for example on a bathroom's floor or wall).
- (b) use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;

Approved Form 7	Strata Plan By-Laws	Sheet 17 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (c) repair damage caused to Common Property caused by exercising rights under this by-law; and
 - (d) indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.
4. Air conditioning motors (other motors) servicing each Lot form part of the Lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).
 5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective lots (**Locks**).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
 - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

Approved Form 7	Strata Plan By-Laws	Sheet 18 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 25. Noticeboard

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

By-Law 26. Building Works and Alterations

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - (a) interfere with or damage any fire safety device; or
 - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;

Approved Form 7	Strata Plan By-Laws	Sheet 19 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
 - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a Lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

By-Law 28. Service of Documents on Owner of Lot by Owners Corporation

A document can be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

By-Law 29. No Smoking

1. In this by-law:

Approved Form 7	Strata Plan By-Laws	Sheet 20 of 28 sheet(s)
Registered:	Office Use Only	Office Use Only

“**Common Property**” means the common property for the Strata Scheme.

“**External Areas**” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, veranda, terrace or deck.

“**Lot**” means all lots within the Strata Scheme.

“**Occupier**” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“**Owner**” means the Owner of a Lot and that owner’s successors in title.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 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.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

By-Law 30. Signage

1. The following definitions apply for the purposes of this by-law:
 - (a) “**Approved Signage**” means Signage that:
 - (i) is approved by the by the Council if required to be approved by the Council;
 - (ii) is designed by a professional signage consultant with appropriate experience;

Approved Form 7	Strata Plan By-Laws	Sheet 21 of 28 sheet(s)
Registered:	Office Use Only	Office Use Only

- (iii) is not on the internal or external surface of the glazed frontage of the Commercial Lot;
 - (iv) is not a flat box sign; and
 - (v) is not offensive.
 - (b) “**Awning**” means an awning erected over the outside area, or part thereof, of the Commercial Lot.
 - (c) “**Commercial/Retail Lot**” means the commercial/Retail lots, being those approved for commercial use under the development approval permitting this strata scheme.
 - (d) “**Council**” means the local Council for the strata scheme.
 - (e) “**lot owner**” means the Owner or owners of the relevant Commercial Lot.
 - (f) “**Signage**” means any Approved Signage located in the Commercial/Retail Lot or on the Awning that may be visible by the public from outside the Commercial/Retail Lot or visible from any other Lot.
2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot may, at the Owner or occupiers expense, erect Signage. The installation of any Signage must only be within the Commercial/Retail Lot or on or above the first floor, or in a window, or in such other place or places approved in writing by the owners corporation (acting reasonably). The lot owner or occupier of the Commercial/Retail Lot shall have the right to the exclusive use and enjoyment of such part of the common property that comprises the Awning. Signage in another part of the Scheme will require a separate by-law and approval, which cannot be unreasonably withheld. The Owners Corporation cannot unreasonably refuse to sign any application to a local council for approval of Signage.
3. In installing the Signage, the lot owner or occupier must ensure as far as is practicable that:
- (a) the installation of the Signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia or any code or standard replacing that code;
 - (b) if applicable, the Signage is installed substantially in accordance with the specifications and plans submitted to the Council for approval in accordance with the provisions of this by-law;

Approved Form 7	Strata Plan By-Laws	Sheet 22 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (c) reasonable precautions are taken to protect areas outside the Commercial/Retail Lot from damage by the installation of the Signage;
 - (d) all construction materials, equipment, debris and other material associated with the installation of the Signage are transported across common property in the manner reasonably directed by the owners corporation; and
 - (e) the installation of the Signage does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.
- 4. On completion of the installation of the Signage the lot owner or occupier must:
 - (a) ensure that the contractor installing the Signage removes from the strata scheme all debris resulting from or associated with the installation of the Signage as soon as practicable; and
 - (b) if the approval of the Council is required in order to install the Signage, provide the owners corporation with a copy of a certificate from the Council certifying that the installation of the Signage complies with any conditions of any requisite approval of the Council;
- 5. Each lot owner or occupier is responsible for the ongoing maintenance and repair of the Signage that serves that Commercial/Retail Lot. Each lot owner or occupier shall ensure that the Signage that serves that Commercial/Retail Lot is kept clean and well maintained at all times. All maintenance and repair works to the Signage must be carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
- 6. All works that are carried out are to be carried out on the condition that the lot owner and or occupier indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.
- 7. The owners corporation is responsible for the ongoing repair and maintenance of the Awning but not the Signage.
- 8. The lot owner and or occupier of a Commercial/Retail Lot shall allow reasonable access to the owners corporation, or any person authorised by it, over the Commercial Lot to enable the repair, maintenance and replacement of the Awning.

Approved Form 7	Strata Plan By-Laws	Sheet 23 of 28 sheet(s)
Registered:	Office Use Only	Office Use Only

11. The lot owner and or occupier is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property or any other Lot in the strata scheme as a result of the installation of the Signage whenever that damage may occur.
12. The installation of the Signage must be undertaken at the cost of the owner.
13. If the lot owner or occupier installs or keeps Signage in breach of this by-law the owners corporation may give notice requiring the lot owner and or occupier to remove the Signage and effect any repairs to the common property and Awning as soon as practicable, so as to render it as nearly as possible in the same condition before modifications were made for the installation of the Signage.
14. If notice is served under the preceding paragraph and the lot owner and or occupier has failed to comply with that notice within 28 days of that notice being served on the lot owner and or occupier, then the owners corporation may take such actions as is necessary to rectify the default including the obtaining of orders under the Act and the lot owner acknowledges that the owners corporation is entitled to do so.
15. Should the lot owner or occupier remove the Signage at any time (or owners corporation remove the Signage in accordance with this by-law), the lot owner and or occupier shall repair any damage caused to the common property and or Awning and restore the common property and or Awning to a standard equivalent to the condition of the remainder of the building.
16. If the owners corporation forms the view that a lot owner has not complied with this any part of this by-law, the owners corporation may send written notice to the Owner specifying the non-compliance and requiring that the breach be remedied by a specific date. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out anything necessary to remedy the breach by the lot owner and or occupier and recover the cost of taking any steps to remedy the breach from the lot owner as a debt due and payable to the owners corporation

By-Law 31. Maintenance of Building

1. Building maintenance can be extremely costly and disruptive to the efficient and effective management of the building and is essential to lengthen the life cycle of the strata scheme's building for the enjoyment of all owners and occupants.
2. The purpose of this by-law is to:

Approved Form 7	Strata Plan By-Laws	Sheet 24 of 28 sheet(s)
Registered:	Office Use Only	Office Use Only

- (a) put in place a framework and regime for the owners to follow to efficiently and effectively maintain the common property within the strata scheme building; and
 - (b) ensure that the owners corporation properly inspects and maintains the building, to minimise the building issues that may arise during the life of the building, minimise the cost of building maintenance and mitigates its losses.
3. In order to properly maintain the building and reduce, where possible, the disruption to owners/occupiers that arises with building repair works, the owners corporation must use its best endeavours to comply with the initial maintenance schedule provided on or before the first annual general meeting.
4. In the interests of reducing the costs associated with resolving any disputes about building defects, prior to commencing any Court or Tribunal proceedings for breach of statutory warranty, the owners corporation must take the following steps:
 - (a) make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing (**breach notice**) within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
 - (b) allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with inspecting and rectifying the breach;
 - (c) where the builder agrees in writing that it is willing to do so, allow the builder a reasonable time to rectify a breach, being at least 60 days from the later of the day of the breach notice and the time the builder is given access to the residential building work;
 - (d) alternatively to (c), allow the builder a period of 60 days to provide a written reply to any breach, from the later of the time of the breach notice and the time the builder is given access to inspect the residential building work;
 - (e) if no agreement is reached between the owners corporation and the builder on any breach and the builder confirms in writing that it agrees to mediate the dispute, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, the mediator is to be appointed by the President of the Resolution Institute;

Approved Form 7	Strata Plan By-Laws	Sheet 25 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

- (f) if the builder fails to rectify a breach within the time specified in (c) or fails respond to a breach notice in accordance with (d), give at least 28 days' written notice to the builder requiring rectification or a response (**1st notice**);
- (g) if the builder fails to rectify a breach or respond in accordance with the 1st notice, give at least 28 days' written notice to the builder requiring that rectification or response (**2nd notice**), and allow the builder the time to rectify or respond in accordance with the 2nd notice; and
- (h) if the builder fails to rectify a breach or respond in accordance with the 2nd notice, obtain legal advice.

By-Law 32. Registration of Dealing

1. If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.
2. If the Owner of a Retail/Commercial Lot proposes to change its use, the Owners Corporation and the Owners must provide their consent to any application (including a development application and complying certificate application) for that use, and the Owners Corporation must specially resolve to approve any by-law for works not adversely affecting common property associated with that new use.

By-Law 33. Commercial/Retail Garbage Disposal

An Owner or Occupier of a commercial or retail Lot must ensure that they properly dispose of the refuse, recyclable material and waste associated with their business at their cost, and that such refuse, recyclable material and waste is not left on Common Property at any time.

Approved Form 7	Strata Plan By-Laws	Sheet 26 of 28 sheet(s)
Office Use Only Registered:		Office Use Only

Execution

Registered Proprietor

Registered Mortgagee

DRAFT

Northern Beaches Council Planning Certificate – Part 2

Applicant: Infotrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 96509
Date: 26/11/2024
Certificate No. ePLC2024/09030

Address of Property: 267-269 Condamine Street MANLY VALE NSW 2093
Description of Property: Lot 100 DP 1270372

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

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

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

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

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

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.

- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Creative industries; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

4 Prohibited

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

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.

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

Housing and Productivity Contribution

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

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

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Note: *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

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

In this section—

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

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

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

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

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

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

Note—

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

20. Western Sydney Aerotropolis

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

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

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.

A handwritten signature in black ink, appearing to be 'SP' with a flourish.

Scott Phillips
Chief Executive Officer

26/11/2024

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

3 December 2024

Infotrack Pty Limited

Reference number: 8003927720

Property address: 267 Condamine St Manly Vale NSW 2093

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team