

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b> vendor's agent	<b>MEANING OF TERM</b> Skyline Real Estate  Unit 3, 14 Frenchs Forest Road Frenchs Forest, NSW 2086	<b>NSW DAN:</b> <b>phone:</b> 9452 3444 <b>email:</b> reception@skylinerealestate.com.au
 <b>co-agent</b>		
<b>vendor</b>	Tanya Leigh, David Robert Sizeland 34 Rangers Road, Frenchs Forest, NSW 2086	
<b>vendor's solicitor</b>	Emmerson & Emmerson Solicitors Suite 65 14 Narabang Way Belrose NSW 2085	<b>phone:</b> 02 9452 1022 <b>email:</b> ckelly@eande.com.au <b>ref:</b> 7866
<b>date for completion</b>	6 weeks from the date of this contract (clause 15)	
<b>land (address, plan details and title reference)</b>	Unit 204 822 PITTWATER RD DEE WHY NSW 2099 LOT 16 STRATA PLAN SP91852 Folio Identifier 16/SP91852	
<b>improvements</b>	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
<b>attached copies</b>	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> other:	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
<b>exclusions</b>		
<b>purchaser</b>		
<b>purchaser's solicitor</b>		
<b>price</b>	\$ 0.00	
<b>deposit</b>	\$ 0.00	(10% of the price, unless otherwise stated)
<b>balance</b>	\$ 0.00	
<b>contract date</b>	(if not stated, the date this contract was made)	

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

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

**buyer's agent**

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>  <p>Tanya Leigh</p> <p>_____</p> <p>Vendor</p>  <p>David Robert Sizeland</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

RPM Strata Managers  
 3/50 Great Northern Road, Five Dock 2046

0414785337

**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:
 

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

 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<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 <sup>th</sup> 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 – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

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

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 outgoing 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

UNIT 204, 822 PITTWATER RD DEE WHY NSW 2099

---

## Section 66W Certificate

I,

of ,

certify as follows:

1. I am a  (solicitor OR licensed Conveyancer ).
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 204/822 Pittwater Road, Dee Why, from Tanya Leigh and David Robert Sizeland to in order that there is no cooling off period in relation to that contract.
3. I do not act for Tanya Leigh and David Robert Sizeland and am not employed in the legal practice of a solicitor acting for Tanya Leigh and David Robert Sizeland nor am I a member or employee of a firm of which a solicitor acting for Tanya Leigh and David Robert Sizeland is a member or employee.
4. I have explained to :
  - (a) the effect of the contract for the purchase of that property;
  - (b) the nature of this certificate; and
  - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

---

## **SPECIAL CONDITIONS**

**Vendor: Tanya Leigh and David Robert Sizeland**

**Property: 204/822 Pittwater Road, Dee Why**

---

### **32 GENERAL**

The parties agree that:

- 32.1 Clause 7.1.1 is amended by altering 5% to read 1%.
- 32.2 Printed clause 18 is amended by adding the following:  
Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property'.
- 32.3 Clause 31.4 is deleted in its entirety and replaced with, 'If the vendor has delivered a certificate no later than 5 business days prior to settlement then the purchaser is not entitled to delay settlement.'

### **33 CONDITION OF PROPERTY**

- 33.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear), and;
- 33.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent or patent, including:
  - (a) All infestations and dilapidations (if any)
  - (b) Existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
  - (c) The presence of any sewer or manhole or vent on the property;
  - (d) Any rainwater downpipes being connected to the sewer, and/or;
  - (e) Compliance or otherwise with any covenantsdisclosed or not disclosed herein, and the Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.
- 33.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss (other than loss due to act or default of the Vendor), mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of this contract.
- 33.4 The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

### **34 DEATH, MENTAL ILLNESS, BANKRUPTCY**

If at any time prior to completion of this contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

### **35 ESTATE AGENT AND COMMISSION**

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

### **36 ENTIRE AGREEMENT**

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's agent except such that are expressly provided for in this contract.

### **37 NOTICE TO COMPLETE**

- 37.1 Completion of this matter shall take place on or before 5:00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. Should either party serve a notice to complete, the other party will be liable for a fee of three hundred dollars \$300.00 inclusive of GST payable by way of an adjustment in the other party's favour on completion to cover the cost for issuing such notice.
- 37.2 The service of any notice or document under or relating to this contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that parties solicitor if the Notice or Document is sent by email to the email address noted on the contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where;
- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
  - (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

### **38 INTEREST & FAILURE TO COMPLETE**

- 38.1 It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the Purchaser shall pay the Vendor on completion in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of ten per centum (10%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion is delayed by reason of the Vendor's default, then interest shall not be charged for the period during which completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The

Vendor is not obliged to complete this contract unless the amount payable under this clause is tendered.

- 38.2 If this contract is not completed by the completion date and the Vendor is ready willing and able to complete, then in addition to any other right the Vendor may have under this contract or otherwise, the Purchaser must on completion of this contract pay the Vendor an amount of \$300.00 as a re-imbursement of the Vendor's additional legal expenses incurred by the delay of the Purchaser.

### **39 SURVEY REPORT**

If annexed hereto is a copy of a survey report relating to the property the Purchaser acknowledges any encroachment by or upon the property and/or non-compliance that may be specifically disclosed in the survey report annexed are clearly described therein. The Vendor makes no warranties or representations in respect of any of the matters disclosed in the report. The Purchaser cannot make any claim, objection or requisitions in relation to any such encroachment and/or non-compliance.

The Vendor is not required to hand over on settlement the original Survey Report if it is not in the possession of the Vendor.

### **40 DEPOSIT**

In the event that the Vendor wishes to purchase a further property the Vendor shall be entitled to a release of the deposit, or part thereof, as is necessary for the deposit, stamp duty, or towards the balance of the purchase price payable on the property the Vendor is purchasing without production of further authority from the Purchaser other than by sending a copy of this condition to the stakeholder and notifying the Purchaser's solicitor, and on the condition that if the released funds are to be used as a deposit that they are held in a trust account of a solicitor or a real estate agent or invested in accordance with the contract and not further released.

### **41 FIRB**

- 41.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board
- 41.2 In the event of any breach of said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

### **42 BUILDING CERTIFICATE**

Notwithstanding the provisions of clause 11 hereof if, as a consequence of any application by the Purchaser for a building certificate from the local council:

A work order under any legislation is made after the date of this contract or;

The local council informs the Purchaser of works to be done before it will issue the building certificate;

Then the Purchaser is not entitled to make a requisition or claim in respect of such works required by the local council and if this contract is completed the Purchaser must comply with such work order and pay the expenses of the compliance or do the works required at his own expense.

#### **43. ADJUSTMENT OF PERIODIC OUTGOINGS**

Each party agrees that if on completion the adjustment of any periodic outgoing or other expense required to be made under this Contract is overlooked or incorrectly calculated, it will forthwith upon being so requested by the other party, make the correct calculation and pay to the other party such an amount as is shown by such calculation to be payable. This clause shall not merge on completion.

#### **44. PURCHASER'S FINANCE**

The Purchaser acknowledges that the Vendor has entered into this Contract in reliance upon the Purchaser's warranty that:

- a) The Purchaser does not require credit in order to pay for the property; or
- b) If the Purchaser requires credit in order to pay for the property, the Purchaser has obtained such credit under reasonable terms prior to the date of this Contract; or
- c) The Purchaser has satisfied himself that he will be able to arrange such credit as is needed to pay for the property and has represented to the vendor that he has such ability to obtain all necessary credit.

#### **45. NO SETTLEMENT IN HOLIDAY PERIOD**

- 45.1 The parties agree that any day falling between Wednesday 24 December 2025 and Monday 12 January 2026 inclusive (the "holiday period") is not a business day during the holiday period.
- 45.2 Neither party may require the other party to complete during the holiday period.
- 45.3 neither party may serve a notice to complete during the holiday period.

**If this property is to be sold by public auction, the following conditions apply:-**

These conditions replace the auction conditions of sale of the printed Contract.

1. If the property is or intended to be sold at Auction:-

*Bidders' Record means the bidders record to be kept pursuant to Clause 18 of the Property Stock and Business Agents Regulations 2003 and Section 68 of the Property Stock and Business Agents Act 2002.*

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

(a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.

(c) The highest bidder is the Purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of the written authority to bid for and on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer, the Purchaser is to sign the Contract for Sale of Land.

3. The following conditions, in addition to those prescribed by sub-clause 2, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:-

(a) All bidders must be registered in the Bidders' Record and display an identifying number when making a bid.

(b) One bid may only be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



FOLIO: 16/SP91852

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/9/2025	9:20 AM	5	3/8/2021

LAND

-----

LOT 16 IN STRATA PLAN 91852  
AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

-----

TANYA LEIGH  
DAVID ROBERT ALBERT SIZELAND  
AS JOINT TENANTS (T AR296849)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91852

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP91852

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/9/2025	9:20 AM	3	31/8/2023

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91852  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP91852

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 91852  
ADDRESS FOR SERVICE OF DOCUMENTS:  
822 PITTWATER ROAD  
DEE WHY NSW 2099

SECOND SCHEDULE (11 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1208239 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE AND VARIABLE  
WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1208239 RIGHT OF CARRIAGEWAY 7 METRE(S) WIDE AND VARIABLE  
WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1208239 RESTRICTION(S) ON THE USE OF LAND
- 5 AJ606530 RESTRICTION(S) ON THE USE OF LAND
- 6 AJ606531 POSITIVE COVENANT
- 7 AJ606532 POSITIVE COVENANT
- 8 AJ606533 POSITIVE COVENANT
- 9 AJ606534 POSITIVE COVENANT
- 10 AT398119 CONSOLIDATION OF REGISTERED BY-LAWS
- 11 AT398119 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

-----

STRATA PLAN 91852

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 16	3	- 16	4	- 16
5	- 16	6	- 25	7	- 23	8	- 12
9	- 23	10	- 23	11	- 12	12	- 23
13	- 26	14	- 16	15	- 16	16	- 16

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP91852

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 91852

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 16	18	- 23	19	- 23	20	- 12
21	- 23	22	- 23	23	- 12	24	- 23
25	- 26	26	- 16	27	- 16	28	- 16
29	- 17	30	- 26	31	- 16	32	- 16
33	- 16	34	- 25	35	- 27	36	- 16
37	- 16	38	- 16	39	- 25	40	- 27
41	- 17	42	- 17	43	- 17	44	- 25
45	- 27	46	- 17	47	- 17	48	- 17
49	- 26	50	- 35	51	- 8		

NOTATIONS

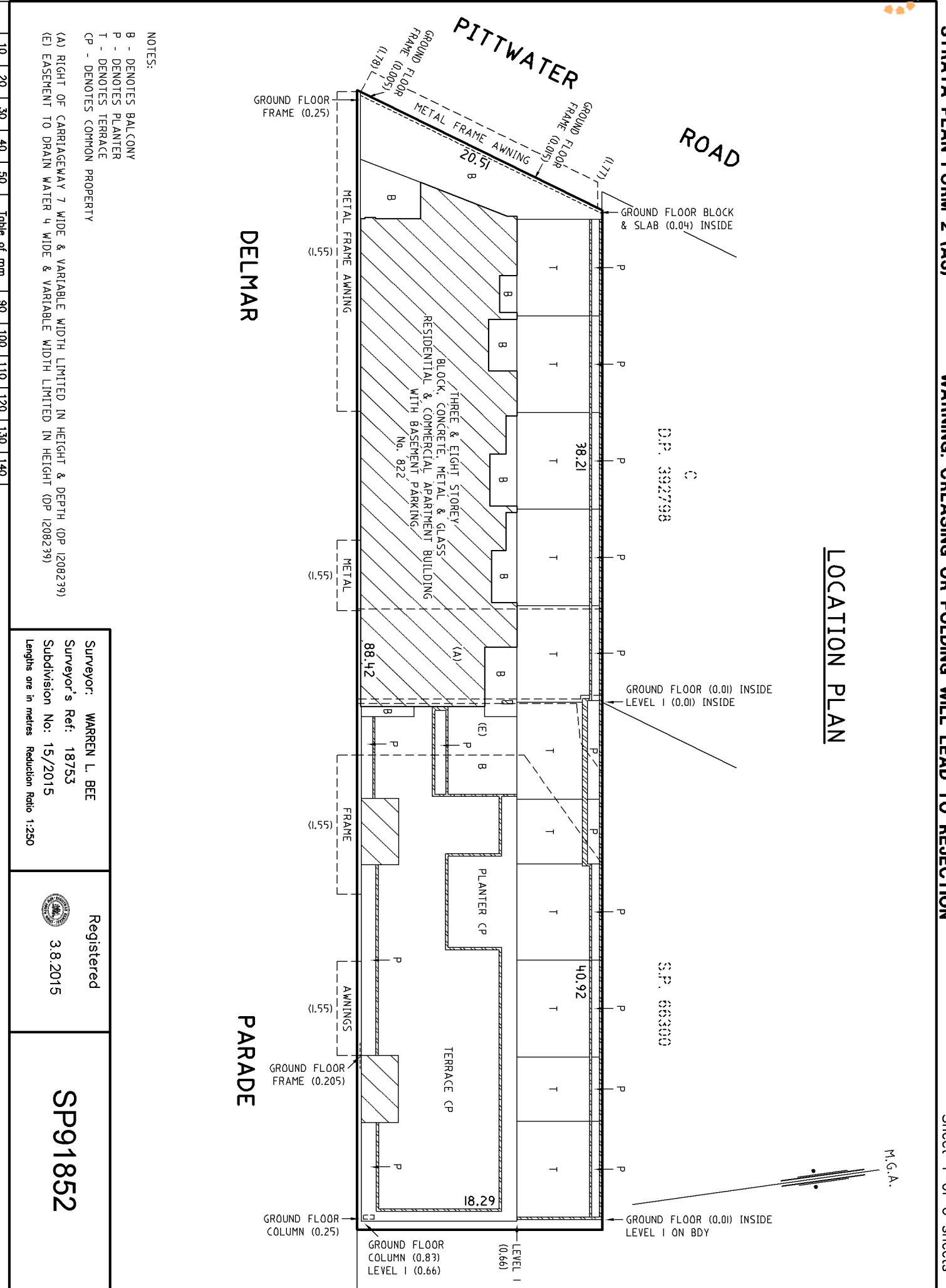
UNREGISTERED DEALINGS: NIL

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

7866...

PRINTED ON 30/9/2025

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



LOCATION PLAN

M.G.A.

- NOTES:
- B - DENOTES BALCONY
  - P - DENOTES PLANTER
  - T - DENOTES TERRACE
  - CP - DENOTES COMMON PROPERTY

(A) RIGHT OF CARRIAGEWAY 7 WIDE & VARIABLE WIDTH LIMITED IN HEIGHT & DEPTH (DP 1208239)  
 (E) EASEMENT TO DRAIN WATER 4 WIDE & VARIABLE WIDTH LIMITED IN HEIGHT (DP 1208239)

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

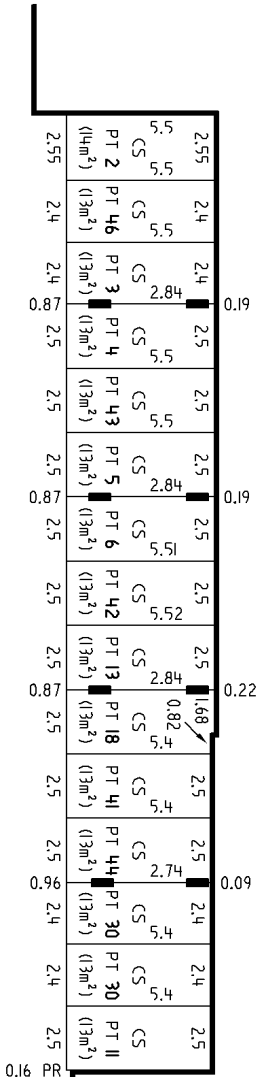
Table of mm

Surveyor: WARREN L. BEE  
 Surveyor's Ref: 18753  
 Subdivision No: 15/2015  
 Lengths are in metres Reduction Ratio 1:250

Registered  
 3.8.2015

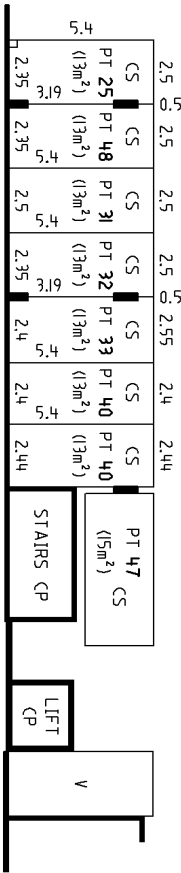
SP91852

M.G.A.



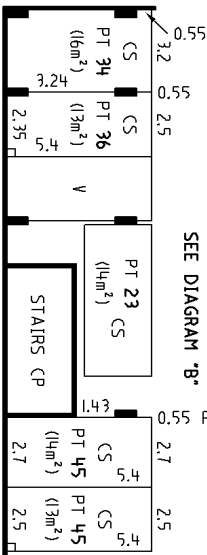
COMMON

SEE DIAGRAM "A"



COMMON

SEE DIAGRAM "A"

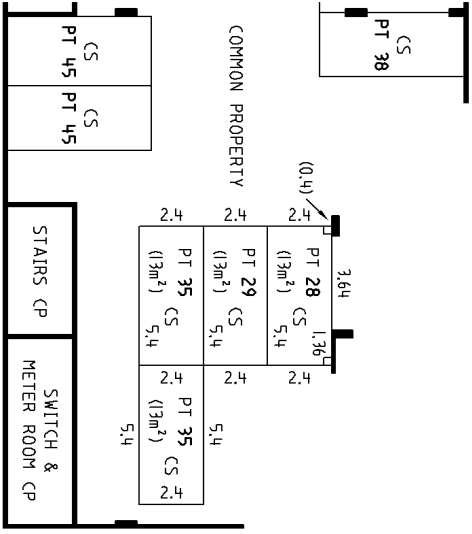


SEE DIAGRAM "B"

CONTINUES

BELOW

CONTINUES ABOVE



SEE DIAGRAM "C"

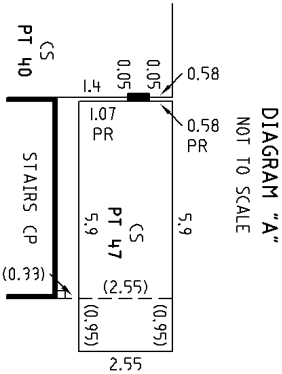


DIAGRAM "A"  
NOT TO SCALE

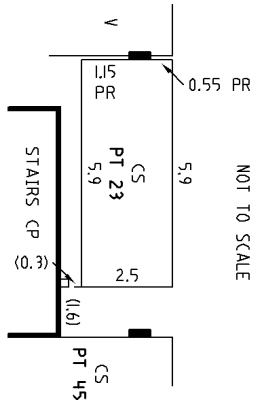


DIAGRAM "B"  
NOT TO SCALE

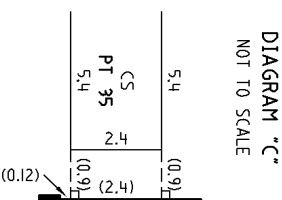


DIAGRAM "C"  
NOT TO SCALE

- NOTES:
- V - DENOTES VISITOR PARKING - COMMON PROPERTY
  - CS - DENOTES CAR SPACE
  - CP - DENOTES COMMON PROPERTY
  - PR - DENOTES PROLONGATION OF FACE OF WALL OR COLUMN

DENOTES PROLONGATION OF CENTRE LINE OF COLUMN

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

Table of mm

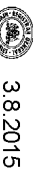
Surveyor: WARREN L. BEE

Surveyor's Ref: 18753

Subdivision No: 15/2015

Lengths are in metres Reduction Ratio: 1:200

Registered

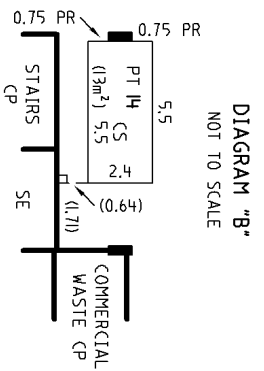
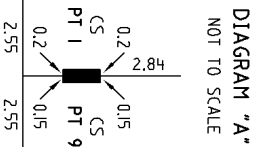
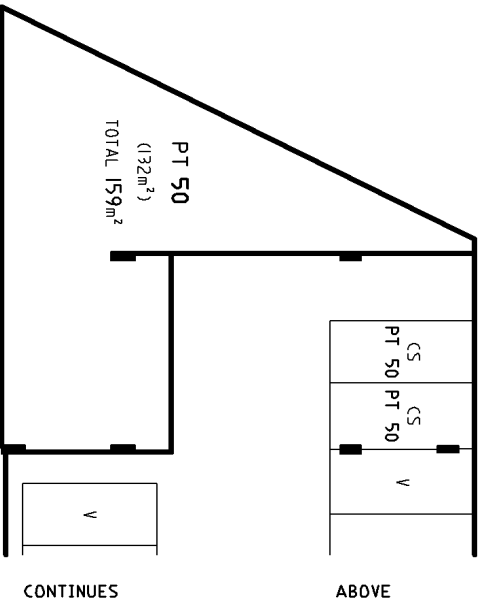
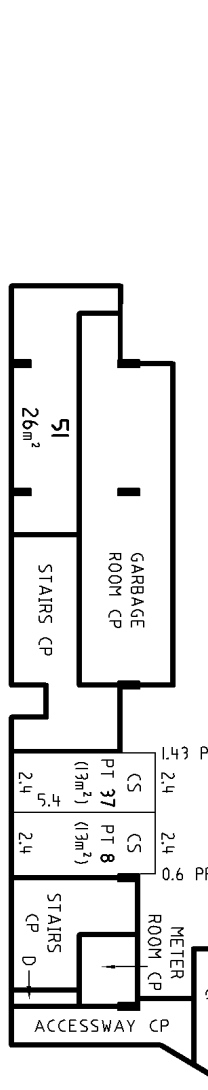
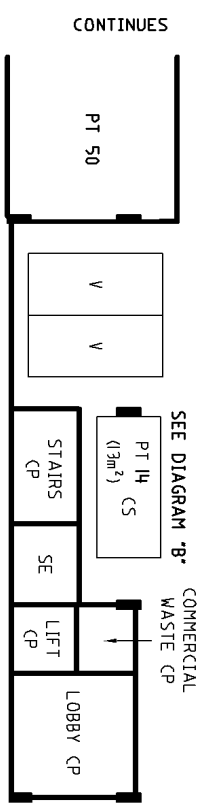
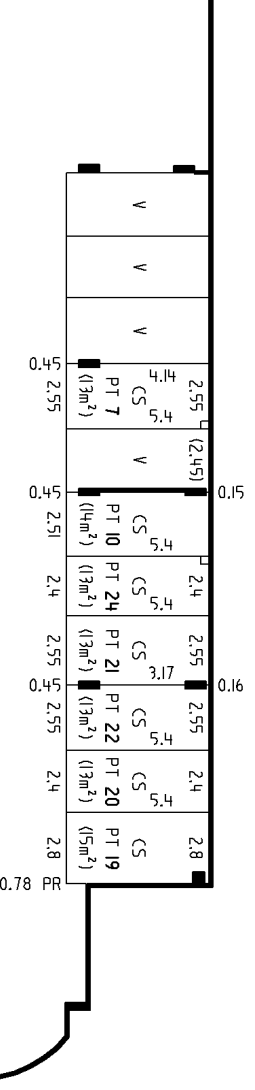
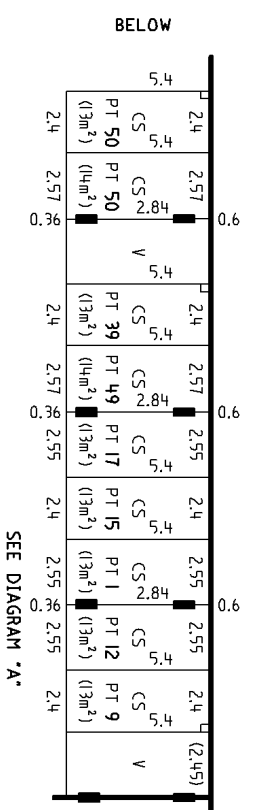
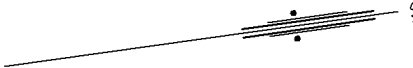


3.8.2015

SP91852

M.G.A.

GROUND FLOOR



- NOTES:
- D - DENOTES DUCT - COMMON PROPERTY
  - V - DENOTES VISITOR PARKING - COMMON PROPERTY
  - CS - DENOTES CAR SPACE
  - CP - DENOTES COMMON PROPERTY
  - PR - DENOTES PROLONGATION OF FACE OF WALL OR COLUMN
  - SE - DENOTES SERVICES - COMMON PROPERTY

DENOTES PROLONGATION OF CENTRE LINE OF COLUMN UNLESS NOTED OTHERWISE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: WARREN L. BEE  
 Surveyor's Ref: 18753  
 Subdivision No: 15/2015  
 Lengths are in metres Reduction Ratio 1:200

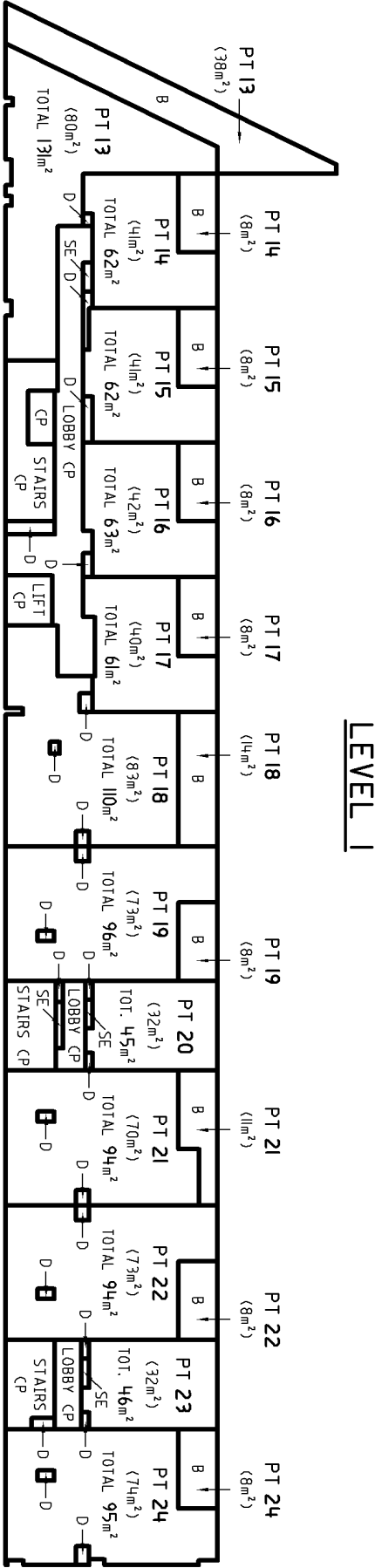
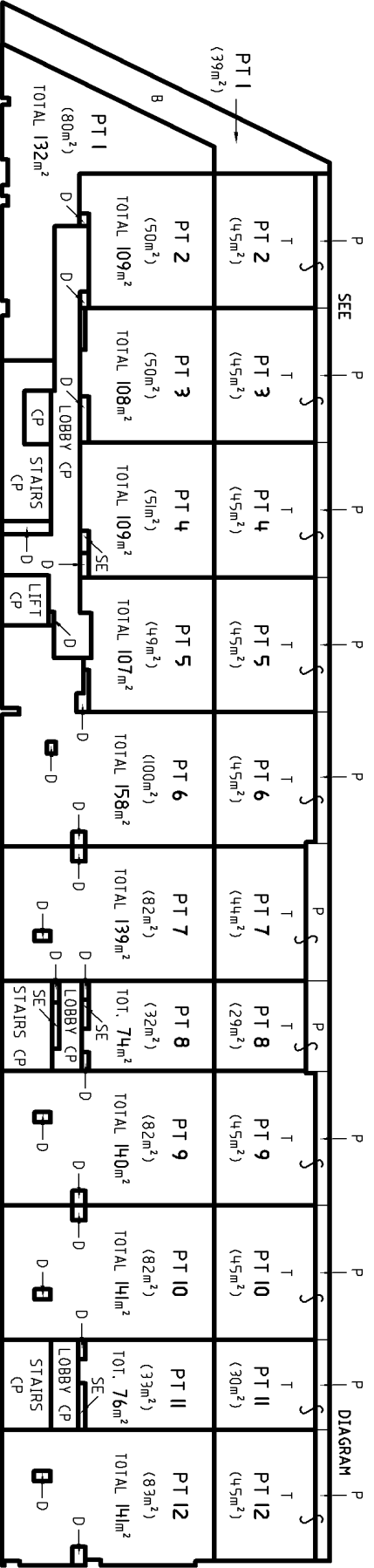


SP91852

M.G.A.

DIAGRAM  
NOT TO SCALE

P	7.49	5.02	P	7.5	5.02	P	7.49	5.02	P	7.38	5.02	P	7.64	5.02	P	5.02	5.02	P	7.46	5.02	P	7.52	5.02	P	4.99	5.02	P	7.43
PT 2	PT 3	PT 4	PT 5	PT 6	PT 7	PT 8	PT 9	PT 10	PT 11	PT 12	PT 13	PT 14	PT 15	PT 16	PT 17	PT 18	PT 19	PT 20	PT 21	PT 22	PT 23	PT 24	PT 25	PT 26	PT 27	PT 28	PT 29	



**NOTES:**

- B - DENOTES BALCONY
- P - DENOTES PLANTER
- CP - DENOTES COMMON PROPERTY
- D - DENOTES DUCT - COMMON PROPERTY
- T - DENOTES TERRACE
- SE - DENOTES SERVICES - COMMON PROPERTY

BALCONIES, TERRACES & PLANTERS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE HARD BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

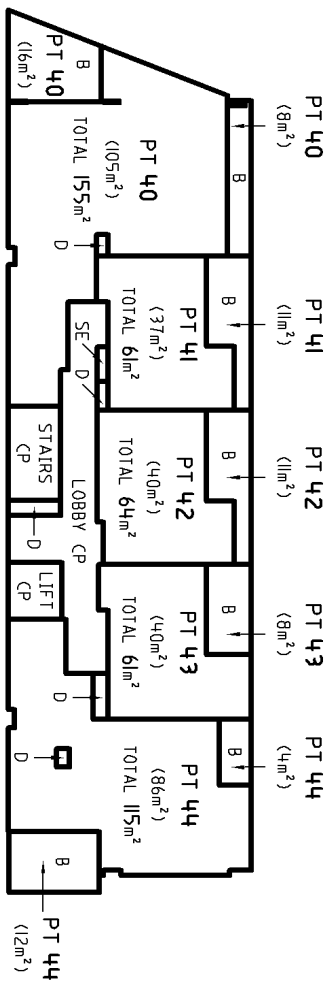
Surveyor: WARREN L. BEE  
 Surveyor's Ref: 18753  
 Subdivision No: 15/2015  
 Lengths are in metres Reduction Ratio: 1:250



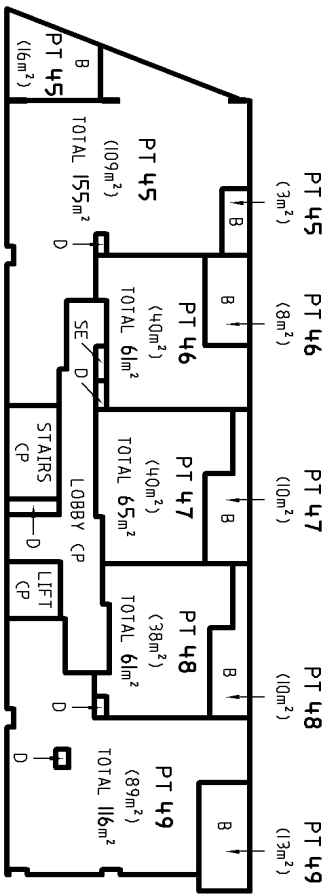
**SP91852**



M.G.A.



LEVEL 6



LEVEL 7

- NOTES:
- B - DENOTES BALCONY
  - D - DENOTES DUCT - COMMON PROPERTY
  - CP - DENOTES COMMON PROPERTY
  - SE - DENOTES SERVICES - COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: WARREN L. BEE  
 Surveyor's Ref: 18753  
 Subdivision No: 15/2015  
 Lengths are in metres Reduction Ratio 1:250

Registered  
 3.8.2015

SP91852

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

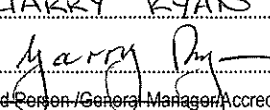
Registered:  3.8.2015  
 Purpose: STRATA PLAN

SP91852

PLAN OF SUBDIVISION OF LOT 1  
 DP 1206783

LGA: Warringah  
 Locality: Dee Why  
 Parish: Manly Cove  
 County: Cumberland

Strata Certificate (Approved Form 5)

- (1) \*The Council of .....  
 \*The Accredited Certifier: GARRY RYAN  
 Accreditation number: BBB0565  
 has made the required inspections and is satisfied that the requirements of;  
 \*(a) Section 37 or 37A ~~Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,~~  
 \*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,~~  
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- \*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- \*(3) ~~The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
- \*(4) The building encroaches on a public place and;  
 \*(a) ~~The Council does not object to the encroachment of the building beyond the alignment of .....~~  
 \*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- \*(5) ~~This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~
- Date: 2/7/2015  
 Subdivision number: 15/2015  
 Relevant Development Consent number: CDC 3/2015  
 Issued by: GARRY RYAN  
 Signature:   
 Authorised Person / General Manager / Accredited Certifier

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No  
 822 Pittwater Road  
 DEE WHY NSW 2099

The adopted by-laws for the scheme are:

- \* ~~^~~ ..... ~~Model By laws~~  
 \* together with, ~~Keeping of animals: Option \*A/\*B/\*C~~  
 \* By-laws in 10 sheets filed with plan.  
 \* Strike through if inapplicable  
 ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

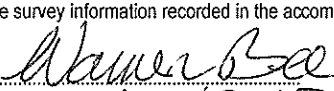
Surveyor's Certificate (Approved Form 3)

I, Warren L Bee .....  
 of PO Box 330, Forestville NSW 2087 .....  
 a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of  
 \* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met  
 \* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;

\*(2) \*(a) The building encroaches on a public place;  
 \*(b) ~~The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.~~

\*(3) The survey information recorded in the accompanying location plan is accurate.

Signature:   
 Date: 2/10/2015

- \* Strike through if inapplicable.  
 ^ Insert the deposited plan number or dealing number of the instrument that created the easement

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A


SURVEYOR'S REFERENCE: 18753

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  3.8.2015</p> <p><b>PLAN OF SUBDIVISION OF LOT 1</b> <b>DP 1206783</b></p> <p>Subdivision Certificate number: ..... 15/2015 .....</p> <p>Date of endorsement: ..... 2/7/2015 .....</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>SP91852</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A Schedule of Unit Entitlements.</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.</li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SCHEDULE OF UNIT ENTITLEMENT**

<u>Lot No</u>	<u>UE</u>	<u>Lot No</u>	<u>UE</u>
1	26	31	16
2	16	32	16
3	16	33	16
4	16	34	25
5	16	35	27
6	25	36	16
7	23	37	16
8	12	38	16
9	23	39	25
10	23	40	27
11	12	41	17
12	23	42	17
13	26	43	17
14	16	44	25
15	16	45	27
16	16	46	17
17	16	47	17
18	23	48	17
19	23	49	26
20	12	50	35
21	23	51	8
22	23	Aggregate	1000
23	12		
24	23		
25	26		
26	16		
27	16		
28	16		
29	17		
30	26		

Surveyor's Reference: 18753

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1  
DP 1206783

Office Use Only

SP91852

Office Use Only

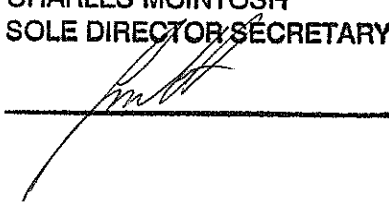
Registered:  3.8.2015

Strata Certificate Details: Subdivision No: 15/2015

Date: 2/7/2015

SIGNATURES AND SEALS

ARANDA PROPERTIES PTY LTD  
ACN: 134 437 291  
CHARLES MCINTOSH  
SOLE DIRECTOR/SECRETARY





Mortgagee under Mortgage No. AI694061

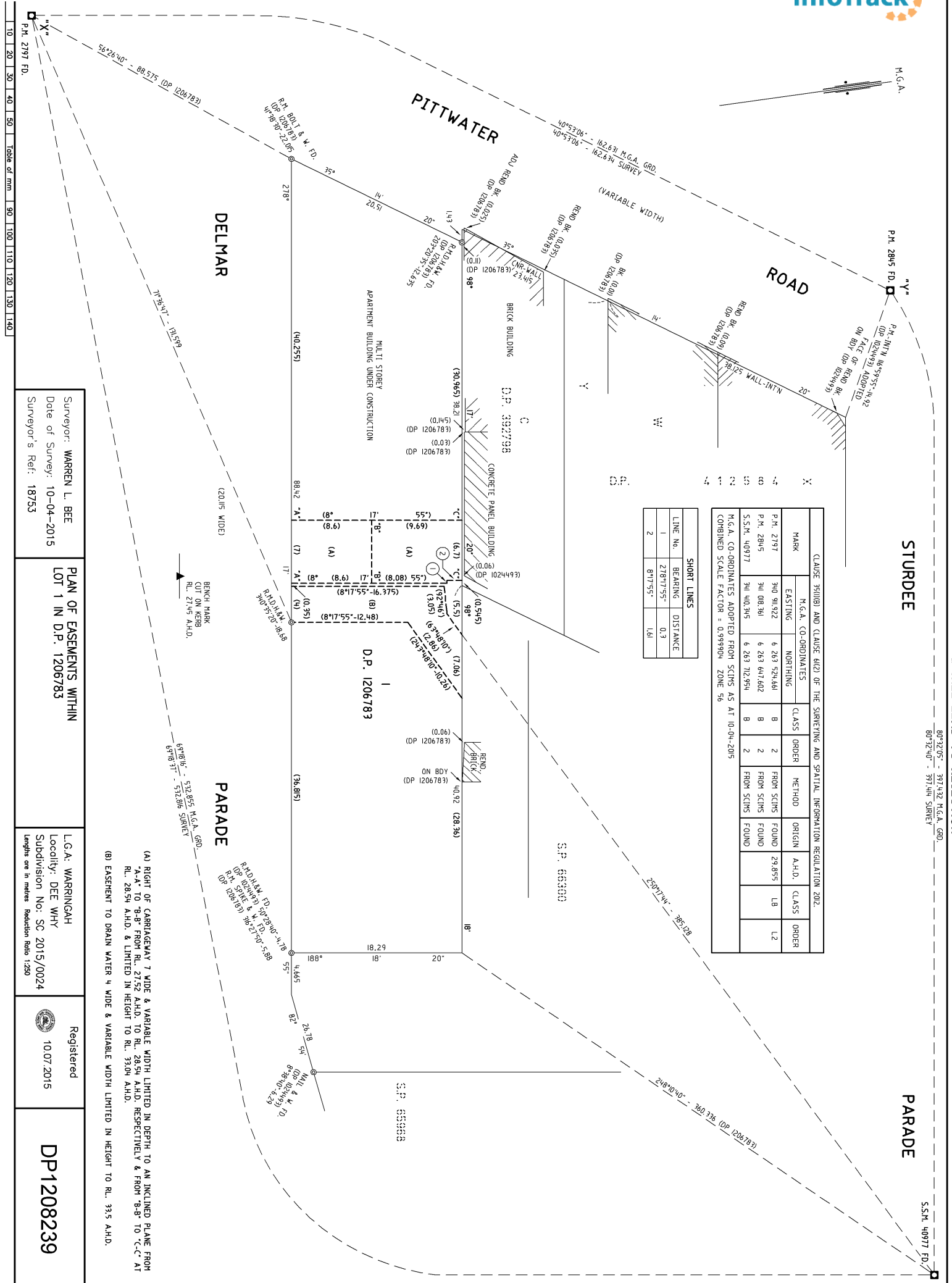
Signed at ~~5<sup>th</sup>~~ this 26<sup>th</sup> June day of  
Wh 20 15 for National

Australia Bank Limited ABN 12 004 044 937

by  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
SIMON KELLY  
SENIOR BUSINESS  
BANKING MANAGER  
Level Attorney

  
Witness/Bank Officer BENJAMYN STRINGER  
ASSOCIATE



**STURDEE**

MARK		M.G.A. CO-ORDINATES		CLASS	ORDER	METHOD	ORIGIN	A.H.D.	CLASS	ORDER
		EASTING	NORTHING							
P.M. 2797	390 91.922	6 263 529.661	B	2	FROM SCIMS	FOUND	29.855	L8		L2
P.M. 2845	390 08.361	6 263 647.602	B	2	FROM SCIMS	FOUND				
S.S.M. 40977	391 40.395	6 263 712.954	B	2	FROM SCIMS	FOUND				

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 10-04-2015  
 COMBINED SCALE FACTOR = 0.999904 ZONE 56

SHORT LINES		
LINE No.	BEARING	DISTANCE
1	278°17'55"	0.3
2	87°17'55"	1.61

Surveyor: **WARREN L. BEE**  
 Date of Survey: **10-04-2015**  
 Surveyor's Ref: **18753**

**PLAN OF EASEMENTS WITHIN LOT 1 IN D.P. 1206783**

L.G.A: **WARRINGAH**  
 Locality: **DEE WHY**  
 Subdivision No: **SC 2015/0024**  
 Lengths are in metres Reduction Ratio 1:250

Registered  
 10.07.2015

**DP1208239**

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


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  10.07.2015</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p><b>DP1208239</b></p>
<p><b>PLAN OF EASEMENTS WITHIN LOT 1 IN DEPOSITED PLAN 1206783</b></p>	<p>LGA: Warringah</p> <p>Locality: Dee Why</p> <p>Parish: Manly Cove</p> <p>County: Cumberland</p>
<p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p><del>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</del></p> <p><del>Signature: .....</del></p> <p><del>Date: .....</del></p> <p><del>File Number: .....</del></p> <p><del>Office: .....</del></p>	<p>Survey Certificate</p> <p>I, Warren L Bee.....</p> <p>of PO Box 330, Forestville NSW 2087.....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*<del>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on .....10/04/2015.....</del></p> <p>*<del>(b) The part of the land shown in the plan (*being/*excluding ^.....)</del></p> <p><del>.....</del></p> <p><del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*<del>(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del></p> <p>Signature: <i>Warren L Bee</i>.....Dated: 22/04/2015 ...</p> <p>Surveyor ID: 448.....</p> <p>Datum Line: X-Y.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, .....                  *<del>Authorised Person/*General Manager/*Accredited Certifier</del>, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>[Signature]</i>.....</p> <p>Accreditation number: <i>N/A</i>.....</p> <p>Consent Authority: <i>WARRINGAH COUNCIL</i>.....</p> <p>Date of endorsement: <i>19/06/2015</i>.....</p> <p>Subdivision Certificate number: <i>SC 2015/0024</i>.....</p> <p>File number: <i>DA 2014/0042</i>.....</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 1206783</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 18753 - Easements</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  10.07.2015

DP1208239

PLAN OF EASEMENTS WITHIN LOT 1 IN  
DEPOSITED PLAN 1206783

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

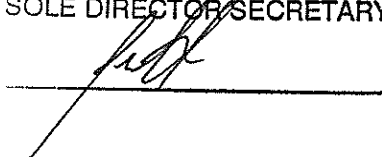
Subdivision Certificate number: SC 2015/0024

Date of Endorsement: 19/06/2015

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

- 1) Easement to Drain Water 4 Wide and Variable Width (limited in height)
- 2) Right of Carriageway ~~5-16 wide~~ <sup>7 wide and Variable Width</sup> (limited in height and depth)
- 3) Restriction on the Use of Land

ARANDA PROPERTIES PTY LTD  
ACN: 134 437 291  
CHARLES MCINTOSH  
SOLE DIRECTOR/SECRETARY



Mortgagee under Mortgage No. ~~AI 694061~~

Signed at ~~SC~~ this 11th JUNE day of wh7 20 15 for National

Australia Bank Limited ABN 12 004 044 937

by Simon Kelly

its duly appointed Attorney under Power of Attorney No. 39 Book 4512

2

Level

Attorney

SIMON KELLY  
SENIOR BUSINESS  
BANKING MANAGER

Witness/Bank Officer

BENJAMYN STRINGER  
ASSOCIATE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18753 - Easements

ePlan

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

Lengths are in metres

Sheet 1 of 5 sheets

Plan: **DP1208239**

Plan of Easements within Lot 1 in Deposited Plan 1206783


Full name and address of proprietors of land:

**Aranda Properties Pty Limited**  
ACN 134 437 291  
1 Green Street,  
BROOKVALE NSW 2100

**PART 1 CREATION**

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 4 wide and Variable Width (limited in height)	1/1206783	Warringah Council
2	Right of Carriageway 7 wide and Variable Width (limited in height and depth)	1/1206783	C/392798
3	Restriction on the Use of Land	1/1206783	Warringah Council

**WARRINGAH COUNCIL**

  
.....  
Authorised Person

ePlan

Lengths are in metres

Sheet 2 of 5 sheets

Plan: **DP1208239**

Plan of Easements within Lot 1 in Deposited  
Plan 1206783

**PART 2**

**1) Terms of Easement to Drain Water 4m wide (limited in height) numbered 1 in the plan**

Full and free right for Warringah Council and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the land burdened together with the right to use, for the purposes of the easement, any line of pipes already laid within the land burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient dimensions beneath or upon the surface of the land herein indicated within the servient tenement and together with the right for Warringah Council and every person authorized by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing and upgrading such pipe line or any part thereof and for any of the aforesaid purposes to open the soil land herein indicated within the servient tenement or remove any structures obstructing access to the easement.

The Registered Proprietor from time to time of the lot burdened shall be responsible to ensure the provisions of Warringah Council "Building Over or Adjacent to Constructed Council Drainage Systems and Easement Policy" are met in respect to the easement unless Warringah Council provides otherwise in writing. For the avoidance of doubt in respect to Council approved structures, Warringah Council "Building Over or Adjacent to Constructed Council Drainage Systems and Easement Policy" PAS-PL 130 must be read in conjunction with any existing Council development approvals.


Registered Proprietor herein shall include their legal personal representatives, successors, transferees, and assigns including future owners of an estate in fee simple either in whole or in part.

**2) Terms of Right of Carriageway 7 wide (limited in height and depth) numbered 2 in the plan**

The registered proprietor of the lot benefited from time to time and all of its heirs, executors, assigns and successors in title, and occupiers or others with an estate or interest in the benefited lot, or any part thereof and every person authorised by them shall, following Development Consent from Warringah Council to develop the lot benefited for residential and/or commercial purposes may utilise the site of the Right of Carriageway (as limited in height and depth) numbered 2 in the plan to go, pass and repass at all times and for all purposes on foot with or without animals or Vehicles less than 4.0 metres high to and from the said dominant tenement or any part thereof and shall cause as little inconvenience as is practicable to the owners and occupiers of the lot burdened and repair, replace and maintain trafficable surfaces, driveways or structures which may be damaged or worn by their usage or that of persons authorised by them

The term Vehicles herein includes Council waste collection vehicles and trucks, and essential service vehicles and trucks but excludes construction vehicles.

WARRINGAH COUNCIL

  
.....  
Authorised Person

Lengths are in metres

ePlan  
Sheet 3 of 5 sheets

Plan: **DP1208239**

Plan of Easements within Lot 1 in Deposited  
Plan 1206783

3) **Terms of Restriction on the Use of Land numbered 3 in the plan.**

The Restriction on the Use of Land is made pursuant to s88E of the *Conveyancing Act* 1919. Registered Proprietor of the Servient Tenement and every person who is at any time entitled to an estate or interest in possession in the land therein indicated as the Lot burdened or any part of it covenants with Warringah Council it shall not:

- (i) permit or allow any alteration to the levels and / or any construction within the basement and ground floor areas within or above the Easement to Drain Water 4 wide and Variable Width (limited in height but not less than RL=33.5AHD) numbered 1 in the plan (the Easement);
- (ii) permit or allow any structures or works that are contrary to Warringah Council's Building Over or Adjacent to Constructed Council Drainage Systems and Easement Policy PAS PL130 or otherwise without Council's approval in writing in, over or around the Easement;
- (iii) Warringah Council is the only party authorised to release, vary or modify this instrument.

WARRINGAH COUNCIL  
  
.....  
Authorised Person

Lengths are in metres

Sheet 4 of 5 sheets

Plan: **DP1208239**

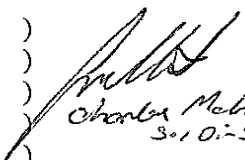
Plan of Easements within Lot 1 in Deposited  
Plan 1206783

**STANDARD EXECUTION**

SIGNED By Aranda Properties Pty )  
Limited ACN 134 437 291 in )  
accordance with section 127 of the )  
Corporations Act 2001: )

..... )  
Sole Director and Secretary )

..... )  
Charles Victor McIntosh )



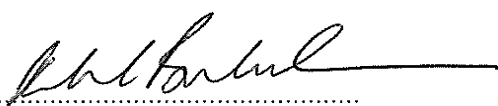
Charles Victor McIntosh  
Sole Director and Secretary

SIGNED for and on behalf of Warringah )  
Council prescribed authority by an )  
authorised person )  
:

  
..... )  
Witness )

PAUL DAVID )  
..... )  
Name of Witness )

725 PITTWATER ROAD )  
DEE WHY NSW 2099 )  
..... )  
Address of Witness )

  
..... )  
Authorised Person )

ROBERT BARBUTO )  
..... )  
Name of Authorised Person )

Lengths are in metres

Sheet 5 of 5 sheets

Plan: **DP1208239**

Plan of Easements within Lot 1 in Deposited  
Plan 1206783

SIGNED for and on behalf of )  
NATIONAL AUSTRALIA BANK )  
LIMITED ABN 12 004 044 937 by its )  
Attorney who holds the position of Level )  
\_\_\_ Attorney under Power of Attorney )  
Registered No \_\_\_ Book \_\_\_ in the )  
presence of: )  
:

..... )  
Witness )

..... )  
Name of Witness )

..... )  
Attorney signature )

..... )  
Name of Attorney )

Mortgagee under Mortgage No. AI694061  
Signed at 008 this 26th JUNE day of  
Wh7 2015 for National  
Australia Bank Limited ABN 12 004 044 937  
by  
its duly appointed Attorney under Power of  
Attorney No. 39, Book 4512

..... )  
Level Attorney **SIMON KELLY**  
**SENIOR BUSINESS**  
**BANKING MANAGER**  
..... )  
Witness/Bank Officer *[Signature]*  
**BENJAMYN STRINGER**  
**ASSOCIATE**

Form: 13RPA  
 Release: 3-1

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



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

**AJ606530P**

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

(A) **TORRENS TITLE** 1/1206783

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any CHARLES MCINTOSH PO BOX 7005 Warringah Mall, 2100 cm@arandadevelopments.com.au <i>exc</i>	CODE <b>RV</b>
	Reference: 822PRD, 41 <i>0425 291 640</i>	

(C) **REGISTERED PROPRIETOR**  
Of the above land  
ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED ABN: 12 004 044 937

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
WARRINGAH COUNCIL

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

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

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

Signature of witness: *[Signature]*  
 Name of witness: *JEV HALETT*  
 Address of witness: *125 PITLUATER RD  
 DEE LHY NSLI 2099*

Signature of authorised officer: *[Signature]*  
 Name of authorised officer: *JOSEPH Di CRISTO*  
 Position of authorised officer: *SENIOR DEVELOPMENT ENGINEER*

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

Company: ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)  
 Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person: *[Signature]*  
 Name of authorised person: *Charles McIntosh*  
 Office held: *Sol Dir Sec*

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

(H) The mortgagee under mortgage No. AI694061 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

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

*CT PASD-45A 1303  
 0279996*

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Restriction on the Use of Land on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following Restriction on the Use of the Land referred to above and applies to have such restriction recorded in the register.

**TERMS OF RESTRICTION ON USE OF LAND**

The registered proprietors covenant with the Warringah 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.
- IV. Warringah Council is the only party authorised to release, vary or modify this instrument.

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed in the approved Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

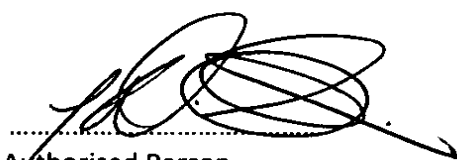
The Act means the Conveyancing Act, 1919.


**STANDARD EXECUTION**

Certified correct for the purposes of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

Signed on behalf of the Council of Warringah )  
the Prescribed Authority by an authorised )  
person: )

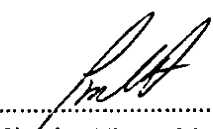
  
.....  
Authorised Person

Witness:   
Name: JEN HALLETT  
Occupation: BUSINESS SUPPORT OFFICER



Signed on behalf of Aranda Properties Pty  
Limited ACN 134 437 291 the Registered  
Proprietor by CHARLES VICTOR McINTOSH

)  
)  
)

  
.....  
Charles Victor McIntosh  
Sole Director and Secretary



**Consent to Restriction on the Use of Land by a Prescribed Authority**

National Australia Bank Limited  
ABN 12 004 044 937

**Annexure to Restriction on the Use of Land by a Prescribed Authority**

**THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY**

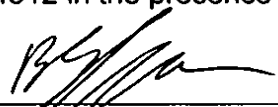
DATED

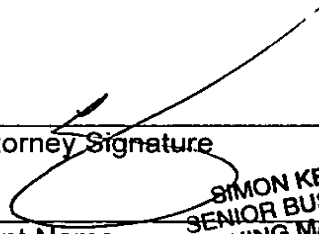
Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Restriction on the Use of Land by a Prescribed Authority** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd  
Dec Why NSW 2009 this 30<sup>th</sup> day of April 2015.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

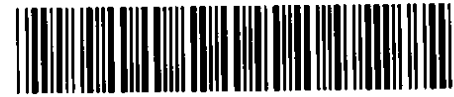
  
\_\_\_\_\_  
Witness Signature  
**BENJAMYN STRINGER**  
ASSOCIATE  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Attorney Signature  
**SIMON KELLY**  
SENIOR BUSINESS  
BANKING MANAGER  
\_\_\_\_\_  
Print Name

Form: 13PC  
Release: 3-1

# POSITIVE COVENANT

New South Wales



Section 88E(3) Conveyancing Act 191

## AJ606531M

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

(A) **TORRENS TITLE**

Folio Identifier 1/1206783

(B) **LODGED BY**

Document Collection Box W 6885	Name, Address or DX, Telephone, and Customer Account Number if any <del>DibbsBarker, DX 101, Sydney</del> Charles McIntosh Tel: <del>(02) 8233 9500</del> PO Box 7005, Warringham Mall 2100 exec@arandadevelopments.com.au 0429 291 640	CODE  <b>PC</b>
Reference: PLM:TWM:#27465580		

(C) **REGISTERED PROPRIETOR**

Of the above land  
ARANDA PROPERTIES PTY LTD ACN 134 437 291

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937

(E) **PRESCRIBED AUTHORITY**

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

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

### DATE

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

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

Signature of witness:

Name of witness: PAUL DAVID  
Address of witness: 725 PITTWATER ROAD DEE WHY NSW 2019

Signature of authorised officer:

Name of authorised officer: ROBERT BARBUTO  
Position of authorised officer: DEVELOPMENT ENGINEERING MANAGER

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

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

Company: ARANDA PROPERTIES PTY LTD ACN 134 437 291  
Authority: Power of Attorney Book 4681 No. 476

Signature of authorised person:

Name of authorised person: Belinda Buckingham  
Office held: Power of Attorney

witness:   
Signature of authorised person:

witness: RODNEY MENDES  
Office held: 101/243 P7RMONT ST P7RMONT NSW 2009.

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AI694061, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

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

27 1200 - 45A  
D27996

## Annexure "A" to Positive Covenant

Dated:

Parties:

Aranda Properties Pty Limited ACN 134 437 291 (Registered Proprietor); and

Warringah Council (Prescribed Authority)

---

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifiers 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE Prescribed Authority within the meaning of Section 88E(1) of the *Conveyancing Act 1919* imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

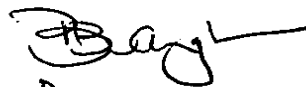
### TERMS OF POSITIVE COVENANT

The Registered Proprietors covenant with the Warringah Council (Council) that they will:

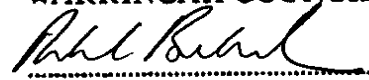
1. Comply with any written notice, at the Registered Proprietors' cost, issued by Council requesting the dismantling, removal and subsequent re-assembling, re-installation and re-instatement of any 'Structures and Works' and/or removal of any Unauthorised Works; and
2. If the written notice mentioned above is not complied with, or where no notice has been issued by Council in a case of emergency, pay any costs relating to the dismantling, removal and subsequent re-assembling, re-installation and re-instatement of 'Structures and Works' and/or removal of any Unauthorised Works ("Costs").

for the purpose of enabling the Council to operate, repair, replace, maintain, remove, extend, expand, connect, disconnect, upgrade, improve or do any other things that are necessary to any of Council's Drainage Infrastructure in accordance with the following terms and conditions (in addition to Council's Easement):-

- (a) The Council may by its contractors, 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 in writing (but at any time without notice in the case of an emergency) enter the land to access the Council's Drainage Infrastructure.
- (b) The Registered Proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure to comply with the terms of this covenant.
- (c) The Registered Proprietors release Council from any claims arising from Council undertaking the works, referred to in Item 2 above of this covenant, except to the extent that such claims arise from the negligent act or omission of Council.
- (d) Council must take reasonable and feasible measures to minimise its costs.
- (e) By written notice, the Council may require the Registered Proprietors to attend to payment of the Costs within such time as the Council may require to ensure Council has access to the Drainage Infrastructure as it considers necessary. To that extent, section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- (f) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:-

  
Belinda Buckingham

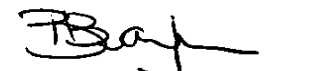
WARRINGAH COUNCIL

  
Authorised Person

- (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 may pay the Costs in the notice referred to in (e) hereof; and
- (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:-
  - (A) The Costs;
  - (B) Any amounts due to the Council pursuant to the indemnity referred to in (b); and
  - (C) Legal costs on an indemnity basis for issue of the said notices and recovery of the amounts in ii(A) and (B) together with the costs and expenses of registration of a covenant or charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act.
- (g) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- (h) Warringah Council is the only party authorised to release, vary or modify this instrument.
- (i) For the purpose of this covenant:-
  - (i) 'Structures and Works' shall include all structures and works within the easement or obstructing access to the Easement and / or Council's Drainage Infrastructure as detailed in the Works As Executed plan 18753E but does not include Unauthorised Works.
  - (ii) 'Council's Drainage Infrastructure' means the drainage infrastructure owned by the Council located within the Council Easement.
  - (iii) 'Easement' means the Council's easement to drain water 4 wide and variable width (limited in height) burdening the land.
  - (iv) The Act means the *Conveyancing Act 1919*.
  - (v) Registered Proprietor herein shall include their legal personal representatives, successors, transferees, and assigns including future owners of an estate in fee simple either in whole or in part.
  - (vi) 'Unauthorised Works' means any structures or materials which obstruct access to the Easement and/or Council's Drainage Infrastructure which are not approved by Council or not permitted under Council's Building Over or Adjacent to Constructed Council Drainage Systems and Easement Policy PAS – PL130. For the avoidance of doubt, any structures approved under development consent as at the date of this covenant are not Unauthorised Works.

WARRINGAH COUNCIL


  
.....  
Authorised Person


  
Belinda Buckingham

**STANDARD EXECUTION**

Certified correct for the purpose of the *Real Property Act 1900*


**SIGNED** for and on behalf of **Warringah Council** prescribed authority by an authorised person:


  
.....  
Witness  
**PAUL DAVID**  
.....  
Name of Witness  
**725 PITTWATER ROAD**  
**DEE WHY NSW 2099**  
.....  
Address of Witness

  
.....  
Authorised Person  
**ROBERT BARBUTO**  
.....  
Name of Authorised Person

**SIGNED** By **Aranda Properties Pty Limited ACN 134 437 291** in accordance with section 127 of the Corporations Act 2001:

.....  
Sole Director and Secretary  
.....  
Name of Sole Director/Secretary

) Signature of Attorney:   
) Attorney's name: **BELINDA BUCKINGHAM**  
) Signing on behalf of: **ARANDA PROPERTIES P/L**  
) Power of Attorney - Book: **4687**  
) - NO: **476**

signature of witness:   
Address of witness: **ROMEO MENDES**  
**101/243 PTRYMONT ST**  
**PTRYMONT NSW 2009.**



**Consent to Positive Covenant**

National Australia Bank Limited  
ABN 12 004 044 937

**Annexure to Positive Covenant**

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

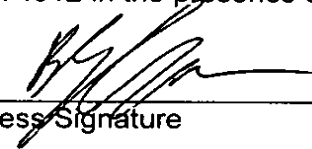
DATED

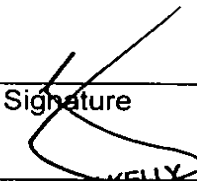
Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd  
Deer Why NSW 2019 this 30<sup>th</sup> day of April 2015.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
\_\_\_\_\_  
Witness Signature  
**BENJAMYN STRINGER**  
ASSOCIATE  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Attorney Signature  
\_\_\_\_\_  
Print Name **SIMON KELLY**  
SENIOR BUSINESS  
BANKING MANAGER

Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales



**AJ606532K**

**Section 88E(3) Conveyancing Act 1919**  
**PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Re by this form for the establishment and maintenance of the Real Property Act. the Register is made available to any person for search upon payment of a fee, if any.**

(A) **TORRENS TITLE** 1/1206783

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Audra Pettett <i>exec@arandadevelopments.com.au</i> PO Box 7005 Tel: 0425 291 640 Warringah Mall NSW 2100 Tel: 9001 0150	CODE <b>PC</b>
Reference: 822PRD, 64		

(C) **REGISTERED PROPRIETOR**  
Of the above land  
ARANDA PROPERTIES PTY LTD A.C.N. 134 437 291

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
WARRINGAH COUNCIL

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

**DATE**

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

Signature of witness: *[Signature]*  
Name of witness: PAUL DAVID  
Address of witness: 725 PITWATER ROAD  
DEE WHY NSW 2099  
WARRINGAH COUNCIL

Signature of authorised officer: *[Signature]*  
Name of authorised officer: ROBERT BARBUTO  
Position of authorised officer: DEVELOPMENT ENGINEERING MANAGER

(G) **Execution by the registered proprietor**  
I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence.[See note\* below].  
Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: *[Signature]*  
Name of witness: RODNEY MONDRO  
Address of witness: 101/245 PYRMONT ST  
PYRMONT NSW 2009

Signature of attorney: *[Signature]*  
Attorney's name: Belinda Buckingham  
Signing on behalf of: Aranda Properties P/L  
Power of attorney-Book: 4687  
-No.: 476

(H) **Consent of the mortgagee**  
The mortgagee under mortgage No. AI694061, agrees to be bound by this positive covenant.  
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

Annexure "A"

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifiers 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

**TERMS OF POSITIVE COVENANT**

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

**Community Schemes** means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.

**Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

**Land Burdened** means the land described in Certificate of Title Folio Identifier 1/1206783.

**Prescribed Authority** means Warringah Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.

**Owners Corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.

**Waste** includes any garbage, recyclables, vegetable or materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

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

(a) The purpose of the removal of Waste from such land and to remain upon such land for reasonable time for the purpose of such removal;

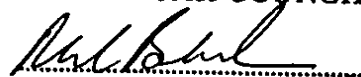
**WARRINGAH COUNCIL**  
  
.....  
Authorised Person


2 of 4   
Belinda Bickingham

(b) The delivery, removal, inspection and repair of Waste containers.


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


WARRINGAH COUNCIL

  
.....  
Authorised Person

  
Belinda Buckingham

Signed by **BELINDA LOUISE BUCKINGHAM**  
Attorney for **ARANDA PROPERTIES PTY LTD**  
**(ACN 134 437 291)** the under Power of Attorney  
dated 19 May 2015 , Registered Book 4687 No.  
476

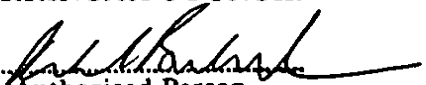
Signature of Attorney: 

Signature or witness: 

Name of witness: **RODNEY MENDES**

Address of witness: **101/243 PARNMENT STREET**  
**PARNMENT NSW 2009**

.....  
**WARRINGAH COUNCIL**

**WARRINGAH COUNCIL**  
  
.....  
Authorised Person



**Consent to Positive Covenant**

National Australia Bank Limited  
ABN 12 004 044 937

**Annexure to Positive Covenant**

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

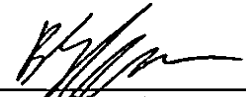
DATED

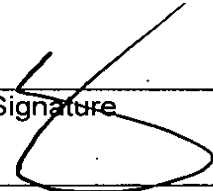
Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

*Level 1, 818 Pittwater Rd*  
DATED at Dee Why NSW 2099 this 30<sup>th</sup> day of April 2015.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

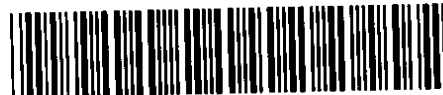
  
\_\_\_\_\_  
Witness Signature  
**BENJAMYN STRINGER**  
ASSOCIATE  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Attorney Signature  
\_\_\_\_\_  
Print Name

**SIMON KELLY**  
SENIOR BUSINESS  
BANKING MANAGER

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales



Section 88E(3) Conveyancing Act 1919

**AJ606533H**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect, store, use and disclose information for the purposes of the RP Act. The Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 1/1206783

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any CHARLES MCINTOSH PO BOX 7005 WARRINGAH MALL 2100 cm@arandadevelopments.com.au Tel: 0425 291 640	CODE <b>PC</b>
	Reference: 822PRD, 47	

(C) **REGISTERED PROPRIETOR**  
Of the above land  
ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)

(D) **LESSEE MORTGAGEE or CHARGE**  
Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED ABN: 12 004 044 937

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
WARRINGAH COUNCIL

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

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

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

Signature of witness: [Signature] Signature of authorised officer: [Signature]  
 Name of witness: JEN HALLCETT Name of authorised officer: JOSEPH D. CRISTO  
 Address of witness: 725 ATTWATER RD DEELLY Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**  
Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
 Company: ARANDA PROPERTIES PTY LTD A.C.N 134 437 291  
 Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person: [Signature] Signature of authorised person: \_\_\_\_\_  
 Name of authorised person: Charles McIntosh Name of authorised person: \_\_\_\_\_  
 Office held: Sol Dir Sec Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**  
The mortgagee                      under mortgage No. AI694061, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

1516974

Annexure "A"

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

TERMS OF POSITIVE COVENANT

The registered proprietors covenant with the Warringah 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:-

WARRINGAH COUNCIL

.....  
Authorised Person

1516974

- (a) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement 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.
- VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purpose of this covenant:-

Structure and Works shall mean the pump out system constructed on the land as detailed in the approved in the Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all pumps, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to pump stormwater from the basement of the land.

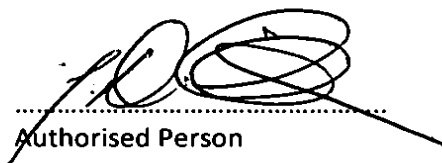
The Act means the Conveyancing Act, 1919.

**STANDARD EXECUTION**

Certified correct for the purpose of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

Signed on behalf of the Council of Warringah )  
The Prescribed Authority by an authorised )  
Person: )

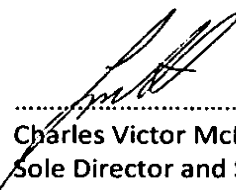
  
.....  
Authorised Person

Witness:  .....

Name: Jen Hollett .....

Occupation: BUSINESS SUPPORT OFFICER .....

Signed on behalf of Aranda Properties Pty )  
Limited ACN 134 437 291 the Registered )  
Proprietor by CHARLES VICTOR McINTOSH )

  
.....  
Charles Victor McIntosh  
Sole Director and Secretary



**Consent to Positive Covenant**

National Australia Bank Limited  
ABN 12 004 044 937

**Annexure to Positive Covenant**

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

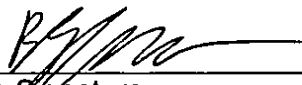
DATED

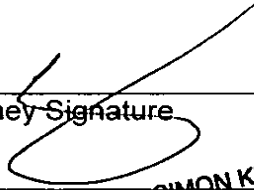
Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd Dee Why NSW 2099 this 30<sup>th</sup> day of April 2015.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
\_\_\_\_\_  
Witness Signature  
**BENJAMYN STRINGER**  
ASSOCIATE  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Attorney Signature  
\_\_\_\_\_  
Print Name  
**SIMON KELLY**  
SENIOR BUSINESS  
BANKING MANAGER

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales



Section 88E(3) Conveyancing Act 1919

**AJ606534F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to use the information provided on this form for the establishment and maintenance of the Real Property Act Register. Section 90B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 1/1206783

(B) **LODGED BY**

Document Collection Box <b>W</b>	Name, Address or DX, Telephone, and Customer Account Number if any	<b>CODE</b>  <b>PC</b>
	CHARLES MCINTOSH PO BOX 7005 WARRINGAH MALL 2100 em@arandadevelopments.com.au Tel: 0425 291 640 Reference: 822PRD, 50	

(C) **REGISTERED PROPRIETOR**  
Of the above land  
ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)

(D) **LESSEE MORTGAGEE or CHARGE**  
Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED ABN: 12 004 044 937

(E) **PRESCRIBED AUTHORITY**  
Within the meaning of section 88E(1) of the Conveyancing Act 1919  
WARRINGAH COUNCIL

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

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

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

Signature of witness: [Signature] Signature of authorised officer: [Signature]  
 Name of witness: JEN HALLETT Name of authorised officer: JOSEPH D. CRISTO  
 Address of witness: 725 PITWATER RD DEE LAKES Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

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

Company: ARANDA PROPERTIES PTY LTD A.C.N 134 437 291  
 Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person: [Signature] Signature of authorised person: \_\_\_\_\_  
 Name of authorised person: Charles McIntosh Name of authorised person: \_\_\_\_\_  
 Office held: Sol Dir Sec Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**  
The mortgagee under mortgage No. AI694061, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
 Name of witness: \_\_\_\_\_  
 Address of witness: \_\_\_\_\_

1516974

Annexure "A"

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

TERMS OF POSITIVE COVENANT

The registered proprietors covenant with the Warringah 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:-

WARRINGAH COUNCIL  
  
.....  
Authorised Person



1516974

- (a) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement 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.
- VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purpose of this covenant:-

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed in the approved in the Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

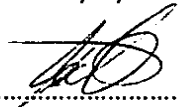
The Act means the Conveyancing Act, 1919.

**STANDARD EXECUTION**

Certified correct for the purpose of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

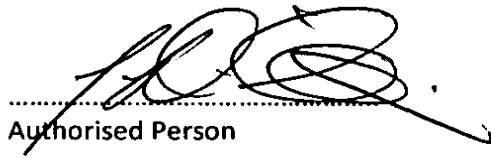
Signed on behalf of the Council of Warringah )  
The Prescribed Authority by an authorised )  
Person: )



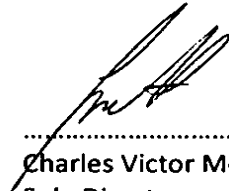
Witness: .....

Name: Jen HALLETT

Occupation: BUSINESS SUPPORT OFFICER

  
.....  
Authorised Person

Signed on behalf of Aranda Properties Pty )  
Limited ACN 134 437 291 the Registered )  
Proprietor by CHARLES VICTOR McINTOSH )

  
.....  
Charles Victor McIntosh  
Sole Director and Secretary



**Consent to Positive Covenant**

National Australia Bank Limited  
ABN 12 004 044 937

**Annexure to Positive Covenant**

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

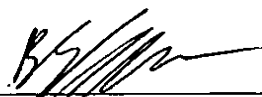
DATED

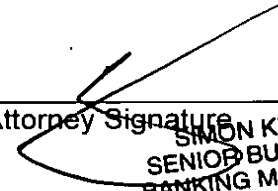
Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd  
Dee Why NSW 2099 this 30<sup>th</sup> day of April 2015.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
\_\_\_\_\_  
Witness Signature  
**BENJAMYN STRINGER**  
\_\_\_\_\_  
Print Name  
ASSOCIATE

  
\_\_\_\_\_  
Attorney Signature  
**SIMON KELLY**  
**SENIOR BUSINESS**  
**BANKING MANAGER**  
\_\_\_\_\_  
Print Name

**Lodger Details**

Lodger Code 502447E  
Name MONTI LAWYERS  
Address SE 202, 49 QUEENS RD  
FIVE DOCK 2046  
Lodger Box 1W  
Email CHARLES@MONTILAWYERS.COM.AU  
Reference 23/497

Land Registry Document Identification

AT398119

STAMP DUTY:

**Consolidation/Change of By-laws**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP91852	N	

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP91852  
Other legal entity

**Meeting Date**

24/08/2023

**Repealed by-law No.**

**Details** N/A

**Amended by-law No.**

**Details** N/A

**Added by-law No.**

**Details** Special By-Law No. 1

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

**Attachment**

See attached Conditions and Provisions

See attached Approved forms

**Execution**

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP91852  
**Signer Name** CHARLES MONTI  
**Signer Organisation** MONTI SHOE STORE NO 2 PTY LTD  
**Signer Role** PRACTITIONER CERTIFIER  
**Execution Date** 30/08/2023

## Annexure 1 to Change of By-Laws in SP-91852 822 Pittwater Road, Dee Why

### 1 Noise

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.

### 2 Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to 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 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.

### 4 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.

### 5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

The seal of The Owners – Strata Plan No. 91852 was affixed on 29/08/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): [Handwritten Signature]

Name(s) [use block letters]: ALI BUGEJA

Authority: STRATA MANAGER



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

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

(a) any locking or other safety device for protection of the owner's lot against intruders or 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 sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62 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 clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

#### **6 Behaviour of owners and occupiers**

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

#### **7 Children playing on common property in building**

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

#### **8 Behaviour of invitees**

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

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 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. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) 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.
- (4) In this clause:

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

## **11 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.

## **12 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.

## **13 Changes to floor 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) 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.

#### **14 Floor coverings**

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **15 Garbage disposal**

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, 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, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, 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, and

(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.

(3) An owner or occupier of a lot:

(a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

(c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

(5) 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.

#### **16 Keeping of animals**

Option B. By-Law revoked – refer to By-Law 25.

### **17 Appearance of lot**

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

### **18 Change in use of lot to be notified**

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

### **19 Preservation of fire safety**

The 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.

### **20 Prevention of hazards**

The 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.

### **21 Provision of amenities or services**

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note : Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **22 Controls on hours of operation and use of facilities**

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

(a) that commercial or business activities may be conducted on a lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

## **23 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 used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **24 Service of documents on owner of lot by owners corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

## **25 Variation of By-law 16, Option B**

By-law 16 Option B is deleted and replaced with the following:

(1) Subject to section 49(4) of the Act, an owner or occupier of a 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) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3) 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 must:

- (a) notify the Owners Corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal or have it on a leash when it is on the common property, and
  - (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) not allow the animal to create noise that disturbs the peaceful enjoyment of another resident.
- (4) A maximum of two (2) small animals are to be kept within the lot.

## **26 Air Conditioning**

### **A. Definitions**

1. The following terms are defined to mean:

“Air-conditioning System” means and includes an air-conditioning unit or appliance and its associated fixtures and fittings and apparatus.

“Air-conditioning Works” means the alterations and additions undertaken by an occupier or owner to their respective lot and so much of the adjoining common property as is necessary to install an air-conditioning system (including all ancillary structures) to service their lot and includes the Air-condition unit as the context requires.

“Owner and Owners” means the owner of a lot in Strata Plan 91852 and in occupier of a lot where the context requires.

Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

### **B. Scope of By-Laws**

3. Owners must not undertake any Air-conditioning Works except in accordance with the By-Law.

### **C. Conditions**

#### **Documentation and Approval**

4. Owners must not undertake any Air-conditioning Works without the prior written approval of the Executive Committee, such approval to be given in the total discretion of the Executive Committee.
5. In seeking the approval for the Air-conditioning Works, Owners must first submit to the Executive Committee the following documents relating to the Air-conditioning works:
- a. Plans and drawings of the Air-conditioning System and of all Air-conditioning Works including their proposed location;
  - b. Specifications of the proposed Air-conditioning Works and Air-conditioning System including kilowatt rating and decibel outputs (re. noise);

- c. Structural diagrams; and/or
- d. Any other document reasonably required by the Executive Committee.

#### **Installation**

- 6. An occupier of a lot must have written approval from the Owner of that lot to the installation of an Air-conditioning System (and produce such approval if required by the Executive Committee).
- 7. In installing an Air-conditioning System an Owner must:
  - a. Comply with all conditions of approval of the Executive Committee which amongst other matters may include specifications as to colour, type and design.
  - b. Comply with the manufacturer's specifications as to installation and maintenance.
  - c. Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skillful manner and in compliance with all applicable Building Codes and other applicable Statutes including Australian Standards.
  - d. Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by contractor's vehicles.
  - e. The outside "inverter" must NOT be fixed to any wall and will be "free standing" and mounted on rubber pads.
  - f. Before commencement of the Air-conditioning Works it must be ascertained if there are any pipes (gas, water) or electrical cables in the wall that may affect installation of the Air-conditioning Works.

#### **Maintenance**

- 8. Owners must properly maintain and keep the common property to which the Air-conditioning Works are erected in a state of good and serviceable repair.
- 9. Owners must properly maintain and keep the Air-conditioning Works in a state of good and serviceable repair and must replace the Air-conditioning Works (or any part of them) as required from time to time.
- 10. Owners must maintain, renew, replace or repair any common property affected by the Air-conditioning works proposed under this By-Law.

#### **Insurance**

- 11. Before commencing the Air-conditioning Works, Owners must provide written evidence that the tradesmen are duly licensed and hold such insurances as the Executive Committee requires.

#### **Liability**

12. Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-conditioning Works to the common property and will make good that damage immediately after it has occurred.

#### **Indemnity**

13. Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Air-conditioning Works on the common property.

#### **Cost of Works**

14. The Air-conditioning Works and their maintenance and repair must be undertaken at the cost of the Owner.

#### **Owners Fixtures**

15. The Air-conditioning Works shall remain the Owners' fixtures.

16. The Owner of a lot must maintain the Air-conditioning Works serving that lot in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary or when requested by the Executive Committee (acting reasonably).

17. An Owner, at his own cost, must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of an Air-conditioning System.

18. An Air-conditioning System may be removed but must be done so at the cost of the Owner (or occupier). After removal of an Air-conditioning System, the relevant parts of the common property must be made good.

19. Any Air-conditioning System shall be and remain the property of the Owner of the lot served by it.

20. An Owner of a lot with an Air-conditioning System installed indemnifies the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an Air-conditioning System had not been installed.

21. The terms and conditions contained in this By-Law, the terms of any By-Law relating to the appearance of a lot and the terms of any further approval given by the Executive Committee are all to apply to the installation or keeping of any Air-conditioning System.

#### **Right to Remedy Default**

22. If an Owner fails to comply with any obligation under this By-Law, THEN the Owners Corporation may:

- a. Carry out all work necessary to perform that obligation;
- b. Enter upon any part of the parcel to carry out that work and recover the costs of carrying out that work from the Owner.

## 26 Air Conditioning Units for Rental/Commercial Lots

- 26.1 Each of the retail/commercial lot owners shall have at all times hereafter free of any fee the right to supply and install at their own cost an air conditioning system connected to their lot subject to the provisions of this By-Law.
- 26.2 The retail/commercial lot owners shall have the rights to the exclusive use and enjoyment of the following parts of the common property set aside for the air conditioning system which will exclusively service such lot:
- (a) Lot 50 – the exterior of the eastern wall of the lot and the exterior of the eastern wall of the Mezzanine Area above the Ground Floor of the lot (see By-Law 25).
  - (b) Lot 51 – the exterior of the northern walls of the lot;
- 26.3 The right to install and connect such systems is subject to the system:
- (a) being installed by a suitably licensed and insured tradesperson;
  - (b) being insured, operated, maintained, repaired and replaced at the cost of the respective lot owner and in accordance with the Owners Corporation's reasonable requirements.
- 26.4 The lot owner must:
- (a) accept liability for any damage caused to the common property or their lot as a result of the system and its' installation and make good that damage immediately after it occurs; and
  - (b) at all times indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal fees) as a result of the performance, maintenance or repair/replacement of the system and will pay these costs on demand.
- 26.5 If the owner fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:
- (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part or parts of the lot to carry out that work;
  - (c) recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.

**27. Exclusive use of The Common Property Visitor Parking Spaces on Storage Level by Retail/Commercial Lot Owners**

- 27.1 The retail/commercial lot owners and occupiers shall between the hours of 6.00am and 6.00pm jointly have for car parking purposes the right to the exclusive use and enjoyment of those parts of the common property on the Ground Floor Level being two (2) common property car parking spaces and marked 'CVB1' and 'CVB2' on the wall of those spaces.
- 27.2 The owners or occupiers of the retail/commercial lots shall be responsible for the proper maintenance of the common property car parking areas referred to and shall keep such areas clean and tidy and free of grease and oil stains and rubbish.

**28. Exclusive Use of The Common Property Visitor Parking Spaces on the Basement and Ground Floor Levels by Residential Lot Owners**

- 28.1 The residential lot owners shall jointly have at all times for car parking purposes the right to the exclusive use and enjoyment for use by their visitors those parts of the common property on the Basement and Ground Floor Levels being eight (8) common property car parking spaces marked 'RV1' to 'RV8' on the walls of those spaces.
- 28.2 The owners or occupiers of the residential Lots shall be responsible for the proper maintenance of the common property areas referred to and shall keep such areas clean and tidy and free of grease and oil stains and rubbish;

**29. Exclusive Use of Common Property Commercial Waste Room by Retail/Commercial Lots**

- 29.1 The owners of the retail/commercial lots shall have the right to the exclusive use of the Commercial Waste Room on the Ground Floor Level designated 'Commercial Waste CP' on the Strata Plan to place and store garbage recyclable materials in accordance with this By-Law.
- 29.2 The owners of retail/commercial lots must, at the cost of those owners:-
- (a) store their garbage and recyclable materials in the Commercial Waste Room;
  - (b) arrange for their garbage and recyclable materials to be regularly removed;
  - (c) provide any necessary receptacles for storage of their garbage and recyclable material;
  - (d) keep clean the Commercial Waste Room and all garbage and recyclable receptacles they place in the room; and
  - (e) keep the door for the Commercial Waste Room closed at all times other than when same is required for ingress and egress;
  - (f) repair damage to common property caused by exercising the rights and obligations of the owner under this By-Law.

- 29.3 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.
- 29.4 The Owners Corporation may make rules about:
- (a) the use of the garbage room/ waste;
  - (b) the storage and disposal of garbage and recyclable materials from retail/commercial lots; and
  - (c) the apportionment of the costs of storage and removal of garbage in the event of a dispute between the retail/commercial lot owners,
- and the owners or occupiers of retail/commercial lots must comply with those rules.

**30. Exclusive Use of Common Property Residential Garbage Room by Residential Lots**

- 30.1 The owners of the residential lots shall have the right to the exclusive use of the Common Property Garbage Room on the Ground Floor Level designated 'Garbage Room CP' on the Strata Plan to use that area to place and store garbage and recyclable materials in accordance with this By-Law.
- 30.2 The owners of residential lots must, at the cost of those owners:-
- (a) store their garbage and recyclable materials in the residential garbage room;
  - (b) arrange for their garbage and recyclable materials to be regularly removed;
  - (c) provide any necessary receptacles for storage of their garbage and recyclable material;
  - (d) keep clean the garbage room and all garbage and recyclable receptacles they place in the room; and
  - (d) repair damage to common property caused by exercising the rights and obligations of the owner under this By-Law.
- 30.3 An owner of a residential lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.
- 30.4 The Owners Corporation may make rules about:
- (a) the use of the garbage room;
  - (b) the storage and disposal of garbage and recyclable materials from residential lots; and
  - (c) the apportionment of the costs of storage and removal of garbage in the event of a dispute between the residential lot owners,
- and the owners or occupiers of residential lots must comply with those rules.

31. **Exclusive Use of The Common Property Toilets on Level 3 by Retail/Commercial Lot 51**

- 31.1 The retail/commercial owner of Lot 51 shall have the right to the non-exclusive use for itself and their invitees of the Common Property Toilet Room on Level 3 designated 'Toilets CP' on the Strata Plan.

32. **Responsibility for Costs and Expenses of Maintaining, Repairing, Cleaning and Replacing Common Property Areas the subject of Exclusive Use By-Laws**

- 32.1 Unless a By-Law specifies otherwise the Owners Corporation is to continue to be responsible for the proper maintenance, repair, cleaning and replacing the common property including common property areas the subject of exclusive use and special privilege By-Laws.
- 32.2 The owners must give the Owners Corporation access to those common property areas the subject of exclusive use and special privilege By-Laws at all times to allow the Owners Corporation to inspect and carry out any necessary maintenance, repairs, cleaning or replacement of those areas.

33. **Signage Residential Lots**

An owner or occupier of a residential lot must not without the prior consent of the Owners Corporation affix or exhibit any sign, placard, banner, light, advertisement, name or notice in any window or other part of the lot unless it is inside the lot and is not visible from outside the lot.

34. **Planter boxes and pot plants (Residential Lots)**

- 34.1 An owner or occupier of a residential lot shall in respect of any planter box or pot plant on the balcony or terrace of the lot ensure that:
- (a) all plants and soil are properly kept and maintained;
  - (b) no water goes on to the common property or another lot when watering the planter box or pot plant.
- 34.2 An owner or occupier must not use any planter box or pot plant in such a way that will:
- (a) damage common property or another lot; or
  - (b) create a nuisance or hazard.

35. **Aerials, Satellite Dishes and Security Devices**

- 35.1 An owner or occupier must not (unless with the prior consent of the Owners Corporation) attach or hang any aerial, satellite dish or security device or wires to or from the outside of the lot.

**36. Window coverings Residential Lots**

An owner or occupier of a residential lot must not install any blinds, curtains, louvres or other window treatment ("window treatment") to the lot visible from outside that lot other than window treatment have a backing in an off-white or cream colour or otherwise approved by the Owners Corporation. In giving its approval the Owners Corporation must ensure so far as practicable that any backing used presents a uniformed appearance viewed from outside the building.

**37. Use of Retail/Commercial Lots**

37.1 The owner or occupier of a retail/commercial lot shall have the right to use their retail/commercial lot for any retail/commercial purposes respectively permitted by law subject to the following conditions:-

- (a) obtaining the prior written approval of the Owners Corporation to such use and the works associated with same which may be given subject to such conditions as the Owners Corporation may deem appropriate provided such approval(s) shall not be unreasonably withheld;
- (b) compliance with all relevant planning laws imposed by any governmental authority and the obtaining by the owner of all relevant consents to the proposed use of the retail/commercial lot from all relevant consent authorities;
- (c) the owner shall from time to time pay on demand by the Owners Corporation to the Owners Corporation all extra or excess premiums and other charges (if any) for insurances effected by the Owners Corporation payable on account of the extra risk caused by the use to which the retail or commercial lot is put by the owner;
- (d) the owner or occupier will not at any time do or suffer to be done or allow any act matter or thing upon the retail/commercial lot or bring or keep anything therein whereby any insurance relating to the retail/commercial lot against damage by fire and other risks may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and where the Owners Corporation shall approve in writing of any proposal of the owner to increase the risk of fire the owner shall pay all additional premiums of insurance (if any) required on account of the additional risk caused by the use to which the premises are put by the owner with the approval aforesaid.

37.2 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.

37.3 If the owner or occupier fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;

- (b) enter upon any part or parts of the lot to carry out that work;
- (c) recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of .10% per annua until repaid.

**38. Signage of Retail/Commercial Lots**

**38.1** The owners of retail/commercial lots are conferred with the special privilege of having the exclusive use and enjoyment of that part of the common property directly outside the lot and facing the street including the underside of the awning directly outside the lot as is reasonably necessary solely for the purposes of erecting and keeping an awning sign and/or a sign thereon (the "signage") (such signage to be of reasonable size and character) and also the special privilege of altering that part of the common property directly outside the lot as aforesaid which is necessary for the purposes of erecting the signage and effecting structural work or installation or power connection associated therewith subject to the following conditions:-

- (a) obtaining the prior written consent of the Owners Corporation to such signage and the works associated with same subject to such conditions as the Owners Corporation may deem appropriate provided such approval(s) shall not be unreasonably withheld;
- (b) the owners shall be solely responsible at its cost and expense for the proper maintenance and keeping in a state of good service and/or repair the part of the common property as altered and the signage erected by such owner;
- (c) all necessary permits, licences or consents required by the consent authority or any other statutory or lawful authority for the installation of the signage must be obtained before the signage is carried out and the Owners Corporation will not unreasonably withhold its consent to any application by the owner for approval to any such signage by the consent authority or other statutory or lawful authority as aforesaid;
- (d) the owners must not do or suffer to be done in or to the common property any act or thing by reason of which any increase or actual premium may become payable for this insurance thereof and the owners shall from time to time on demand by the Owners Corporation pay to the Owners Corporation all extra or excess premiums and other charges (if any) for insurance effected by the Owners Corporation payable on account of the extra risk causes by any matter or thing arising out of the signage of the owner or the use of the common property by the owner;
- (e) the owners shall be responsible, at its sole cost and expense, for making good any damage caused to the common property directly or indirectly as a result of the installation of the signage and shall indemnify and keep indemnified the Owners Corporation in respect of any damage to the common property arising out of the signage being or having been installed;
- (f) the owners shall be the owners of the signage and in the event that the signage has to be removed by order of the relevant authority or the Owners

Corporation, the owner of the lot, at its sole cost and expense must in compliance with the reasonable requirements of that authority or the Executive Committee of the Owners Corporation:-

- (i) do so; and
- (ii) make good any damage to the common property as a result of such removal,

and the Owners Corporation is conferred with the power and authority to carry out the necessary work and recover the costs of carrying out the work hereinbefore referred to from the respective owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid if the owner or occupier fails to comply with any obligation under this By-Law.

- 38.2 An owner of a retail/commercial lot may allow the occupier of their lot to exercise the rights of the owner under this By-Law but the owner remains responsible to the Owners Corporation to conform and comply with the obligations of the owner under this By-Law.
- 38.3 This special privilege in relation to signage does not extend to the fascia of the awning of the building.

39. **Retail/Commercial Shopfronts and Entry Doors**

An owner or occupier of a retail/commercial lot must keep clean and maintain in good condition and repair or replace as necessary any shop front or entry door relating to such lot whether a part of the lot or common property.

40. **External Awnings**

- 40.1 Owners must not undertake nor permit others to install or attach any external awnings to their lots or the common property except with the written consent of the Owners Corporation.
- 40.2 The Owners Corporation shall have:
  - (a) the power to permit owners to install or attach external awnings in accordance with this By-Law;
  - (b) the power to impose the conditions relating to positioning, size, colour design, materials or any other aspect of the awning;
  - (c) where any owner does not comply with this By-Law, the authority to enter any part of the parcel to carry out the necessary work to perform that owner's obligations; and
  - (d) the authority to recover the costs of carrying out the work referred to in sub-paragraph (c) from the respective owner as a debt due and payable at the direction of the Owners Corporation and which if unpaid within one (1) month will bear simple interest at the rate of ten per cent (10%) each year until paid.

- 40.3 The owners shall be responsible for maintaining, renewing, replacing or repairing the awnings and any common property immediately affected by the external awnings;

**41. Common Property Keys and Locks**

- 41.1 The Owners Corporation shall have the power to control the issue of keys, cards or devices to common property areas by means including but not limited to restricting the number of keys, cards or devices requiring the payment of a deposit for the issue of a key, card or device etc.
- 41.2 Upon request by the Owners Corporation the owner or occupier of a lot must return all keys in its possession or control being keys, cards or devices which operate common property doors or other security apparatus to or within the building.

**42 Exclusive Use of the Existing Common Property Mezzanine area above the Ground Floor Level of Lot 50 and the Ground Floor Level Carpark**

The owner of Lot 50 shall have the right to the exclusive use and enjoyment of the area of the Common Property described as 'Ground Floor Mezzanine' on the Plan annexed hereto and marked 'A'.

The owner of Lot 50 must:

- (a) maintain and repair (but not replace) the Ground Floor Mezzanine at its cost and in accordance with the Owners Corporation's reasonable requirements;
- (b) accept liability for any damage caused to the Common Property or its lot as a result of the use of the Ground Floor Mezzanine;
- (c) indemnify the Owners Corporation against any loss or damage it suffers as a result of the use of the Ground Floor Mezzanine.

If the owner fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part or parts of the lot to carry out that work;
- (c) recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.

**43 Smoke penetration**

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.

**44 Short-Term Rental Accommodation**

- (1) In this by-law, the following terms and definitions shall apply:
- (a) Words importing the singular include the plural and vice versa;
  - (b) Words importing a gender include any gender;
  - (c) Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act;
  - (d) Words defined in the Fair Trading Act 1987 (NSW) as amended from time to time have the meaning given to them in that Act;
  - (e) "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
  - (f) "The Regulations" means the Fair-Trading Regulation 2012 (NSW) as amended from time to time.
  - (g) "The lot" means any and all lots in strata plan no. 91852.
  - (h) For the purpose of this by-law, a lot is a person's "principal place of residence" if the lot is to be the person's usual place of abode for a term of at least three months from the date on which the person commenced residing in the lot. A lot is not a person's usual place of abode if it is used for commercial gain when that person is not residing in the lot on a daily basis.
  - (i) "Short-term rental accommodation" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the Regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by the Regulations not to be a short-term rental accommodation arrangement.
- (2) An owner or occupier of a lot must not permit the use of the lot for short-term rental accommodation unless the lot is that owner or occupier's principal place of residence and that owner or occupier resides in the lot on a daily basis throughout the period that the lot is used for short-term rental accommodation.
- (3) An owner or occupier of a lot, and in the case of a corporate owner, a director of that owner, shall provide the owners corporation with not less than 5 days' prior written notice of his/her/its intention to use the lot for short-term rental accommodation on each occasion that he/she/it does so, and such notice shall include the dates on which the lot is to be used for short-term rental accommodation, and that owner or occupier shall reside in the lot on a daily basis throughout the period that the lot is to be used for short-term rental accommodation.
- (4) An owner or occupier of a lot shall not advertise, or allow to be advertised, that a lot is available for a purpose prohibited by this by-law.

**Special By-Law No. 1**

**Lot 8 Renovation Works**

**Operation of by-law**

1. The Owner under this by-law is the owner or owners of lot 8.
2. In the event of an inconsistency between this by-law and any other by-law applicable to strata scheme 91852, the terms of this by-law shall prevail to the extent of that inconsistency.
3. The Owner has the special privilege to perform the Works and keep the Works on the common property pursuant to the terms set out in this by-law.

**Definitions**

4. In this by-law, unless the context otherwise requires:
  - (a) **Act** means the *Strata Schemes Management Act, 2015*.
  - (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
  - (c) **Building** means the building situated at 822 Pittwater Road, Dee Why.
  - (d) **Council** means Northern Beaches Council.
  - (e) **Insurance** means:
    - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
    - (ii) workers compensation insurance; and
    - (iii) insurance required under the *Home Building Act, 1989* (if any).
  - (f) **Lot** means lot 8 in strata scheme 91852.
  - (g) **Owner** means the owner or owners of the Lot.
  - (h) **Owners Corporation** means The Owners – Strata Plan No. 91852.
  - (i) **Plans** means the plans, documents, drawings and images for the works (if applicable).
  - (j) **Works** means the Owner's renovation works to the Lot and the common property to be carried out for and in connection with:
    - i. the removal of existing bathroom fittings and fixtures and replacement with new bathroom fittings and fixtures;
    - ii. the removal of existing bathroom wall tiles and floor tiles and replacement with new bathroom wall tiles and floor tiles including the installation of a new waterproofing membrane;

- iii. the removal of existing kitchen fittings and fixtures and replacement with new kitchen fittings and fixtures;
- iv. the removal of existing kitchen wall tiles and floor coverings and replacement with new kitchen wall tiles and floor coverings; and
- v. the installation of a new shade sail to service the terrace part of the Lot,

as set out in the Plans (where relevant) together with:

- (A) ancillary works to facilitate the works referred to above; and
- (B) restoration of lot and common property (including the Lot) damaged by the works referred to above,

and to be conducted strictly in accordance with the Plans and the provisions of this by-law.

5. In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other gender;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees;
- (f) references to any Works under this by-law include any ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment and fittings.

#### Conditions

6. Before the Works commence, the Owner must:

- (a) obtain all necessary approvals from any Authority and provide a copy to the Owners Corporation;
- (b) provide a copy of the Plans to the Owners Corporation (where relevant);
- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight hours of any request from the Owners Corporation;
- (d) provide the Owners Corporation with a certification from a suitably qualified engineer as to the structural integrity of the Works if considered necessary in the reasonably held opinion of the Owners Corporation;

- (e) effect and maintain Insurance and provide a copy to the Owners Corporation (if requested by the Owners Corporation); and
  - (f) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs).
7. To be compliant under this by-law, the Works (if approved) must:
- (a) be in keeping with the appearance and amenity of the Building in the reasonably held opinion of the Owners Corporation;
  - (b) be manufactured and designed to specifications for domestic use;
  - (c) comply with the provisions of the Building Code of Australia and Australian Standards (where relevant);
  - (d) comply with the *Home Building Act, 1989* (where relevant); and
  - (e) comprise materials that are new and suitable for the purpose for which they are used.
8. While the Works are in progress the Owner of the Lot must:
- (a) use duly licensed employees, contractors or agents to conduct the Works;
  - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards;
  - (c) ensure that the Works are carried out expeditiously and with a minimum of disruption;
  - (d) only carry out the Works at times reasonably approved by the Owners Corporation;
  - (e) perform the Works within three (3) months of their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
  - (g) protect all affected areas of the Building outside the Lot from damage relating to the Works;
  - (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
  - (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation;
  - (j) not vary or increase the scope of Works approved under this by-law without first obtaining the consent in writing from the Owners Corporation; and

- (k) ensure that any asbestos or other hazardous material uncovered during the course of the Works is removed safely and in compliance with the applicable codes and standards.
9. After the Works have been completed, the Owner must:
- (a) notify the Owners Corporation that the Works have been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
  - (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law from time to time;
  - (d) provide the Owners Corporation with a certification from a suitably qualified structural engineer as to the structural integrity of the Works and that the Works have been performed in accordance with the Plans if considered necessary in the reasonably held opinion of the Owners Corporation; and
  - (e) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works.
10. The Owners Corporation's right to access the Lot arising under this by-law expires as soon as it is reasonably satisfied that the provisions of Clauses 8 and 9 above have been complied with.
11. The Owner:
- (a) must not carry out any alterations or additions or do any works (other than Works expressly approved under this by-law);
  - (b) must properly maintain and upkeep the Works;
  - (c) must ensure that the Works and their use do not contravene any statutory requirements of any Authority;
  - (d) must maintain and upkeep those parts of the common property in immediate contact with the Works;
  - (e) must ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
  - (f) remains liable for any damage to lot or common property (including the Lot) arising out of the Works;
  - (g) must comply with all directions, orders and requirements of any Authority and the reasonable directions of the Owners Corporation relating to the Works; and
  - (h) indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use and including but not limited to any loss of soundproofing caused by the performance of the Works.

12. If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
  - (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part of the Lot to carry out that work; and
  - (c) recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the Owner acknowledges that any debt for which the Owner is liable under this by-law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
13. The Works will always remain the property of the Owner
14. In the event that the Owner desires to remove the Works, the provisions of Clauses 9-12 will apply.

**Approved Form 10**  
**Certificate re Initial Period**

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 91852 was affixed on 29/08/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: 

Name: ALI BUGEJA

Authority: STRATA MANAGER



Signature: .....


Name: .....

Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

The seal of The Owners – Strata Plan No. 91852 was affixed on 29/08/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

Name(s) [use block letters]: ALI BUGEJA

Authority: STRATA MANAGER



Form: 15CH  
Release: 2.3  
Licence: 01-05-086  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Monti Lawyers

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

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

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

(A) TORRENS TITLE	For the common property CP/SP91852	
(B) LODGED BY	Document Collection Box	Name Company Address Email Contact Number Customer Account Number Reference
		CODE  <b>CH</b>

- (C) The Owners-Strata Plan No 91852 certify that a special resolution was passed on 24 August 2023.
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. N/A  
Added by-law No. Special By-Law No. 1  
Amended by-law No. N/A  
as fully set out below.  
Please see attached.
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporated the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of the Owners-Strata Plan No 91852 was affixed on 29/8/23 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: ALI BUGESA

Authority: STRATA MANAGER

Signature: \_\_\_\_\_

Name:

Authority:



## Northern Beaches Council Planning Certificate – Part 2&5

**Applicant:** Infotrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 7866  
**Date:** 30/09/2025  
**Certificate No.** ePLC2025/07364

**Address of Property:** Unit 204/822 Pittwater Road DEE WHY NSW 2099  
**Description of Property:** Lot 16 SP 91852

---

### 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 (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Transport and Infrastructure) 2021

**(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 (Cultural)

### **(c) Draft Development Control Plans**

#### **Proposed amendments to Development Control Plans for Low and Mid-Rise Housing**

At the meeting on 20 May 2025, Council resolved to publicly exhibit the following proposed amendments to the Manly, Warringah and Pittwater DCPs between Friday 23 May 2025 until Sunday 22 June 2025:

- Clause 5.7 – Low and Mid-Rise Housing Areas in the Manly Development Control Plan 2013
- Part G – Special Area Controls, and Part G10 – Low and Mid-Rise Housing Areas in the Warringah Development Control Plan 2011
- Section C7 – Design Criteria for Low and Mid-Rise Housing Areas in the Pittwater 21 Development Control Plan

## **2. Zoning and land use under relevant planning instruments**

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

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

#### **(a), (b)**

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

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

#### **Zone MU1 Mixed Use**

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

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

## **2 Permitted without consent**

Home-based child care; Home businesses; Home occupations

## **3 Permitted with consent**

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

## **4 Prohibited**

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

### **(c) Additional permitted uses**

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

Nil

### **(d) Minimum land dimensions**

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

### **(e) Outstanding biodiversity value**

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

### **(f) Conservation areas**

The land is not in a heritage conservation area.

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

The land does not contain an item of environmental heritage.

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

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

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

## **3. Contribution plans**

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

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

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

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

### **Housing and Productivity Contribution**

The subject land is within the Greater Sydney 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 3BA Pattern Book Development Code**

Complying Development under the Pattern Book Development 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 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*.

## **24. Special entertainment precincts**

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

Nil

## **Additional matters under the Contaminated Land Management Act 1997**

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

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

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

## **Planning Certificate – Part 5**

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

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

### **Company title subdivision**

Clause 2.6 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

## **District planning**

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

## **Council resolution to amend environmental planning instrument**

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

### **Planning Proposal – new consolidated LEP**

**Applies to land:** All land within the Northern Beaches LGA.

**Outline:** The new LEP will:

- Replace and harmonise planning controls in the four existing LEPs (Pittwater LEP 2014, Manly LEP 2013, Warringah LEP 2011 and Warringah LEP 2000).
- Introduce new controls to better respond to the community’s aspirations and strategic priorities for the Northern Beaches.

**Council resolution:** 17 June 2024

## **Draft Voluntary Planning Agreement**

Nil

## **Additional information applying to the land**

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

### **Geotechnical Planning Controls**

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

## **General information**

### **Flood**

Information available to Council indicates some properties within the catchments of Middle Harbour may be flood affected. This includes parts of the suburbs of Belrose, Davidson, Frenchs Forest, Forestville and Killarney Heights. It is important to note this information may be used by Council for

development assessment purposes. Please contact Floodplain Planning team at Northern Beaches Council for further information.

### **Threatened Species**

Many Threatened Ecological Communities (TECs) identified under Schedule 2 of the *NSW Biodiversity Conservation Act 2016* and the *Commonwealth Environment Protection and Biodiversity Conservation Act 1999* are found within the Northern Beaches LGA.

TEC mapping for this property can be viewed via the NSW Government's SEED Portal by searching for 'Threatened Ecological Communities Greater Sydney' in the database catalogue and selecting 'Show on SEED Map'.

Records of threatened flora and fauna are available from the NSW Government's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>.

Council's Biodiversity & Planning team can also be contacted to determine whether any site-specific information is available for this property.

### **Bush fire**

Certain development may require further consideration under section Section 4.14 or section Section 4.46 of the *Environmental Planning and Assessment Act 1979*, and section 100B of the *Rural Fires Act, 1997* with respect to bush fire matters. Contact NSW Rural Fire Service for further information.

### **Aboriginal heritage**

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with NSW Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place.

For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9873 8500 or email [ahims@environment.nsw.gov.au](mailto:ahims@environment.nsw.gov.au) <<mailto:ahims@environment.nsw.gov.au>>.

Alternatively, visit

<https://www2.environment.nsw.gov.au/topics/heritage/search-heritage-databases/aboriginal-heritage-information-management-system>

### **Coastal erosion**

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. For further information, please contact Council's Coast and Catchment team on 1300 434 434.

### **Coastal hazards**

Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. For further information, please contact Council's Coast and Catchment team on 1300 434 434.

### **Climate Change**

Recent evidence indicates that climate change as a result of global warming is occurring much more rapidly than previously expected. Climate change will vary in its effects across Australia. As well as affecting homes, climate change may affect infrastructure, commercial and industrial buildings and other physical assets. Climate change may affect coastal areas, in particular, through sea-level rise, increased temperatures, and changed storm events. The effects of climate change

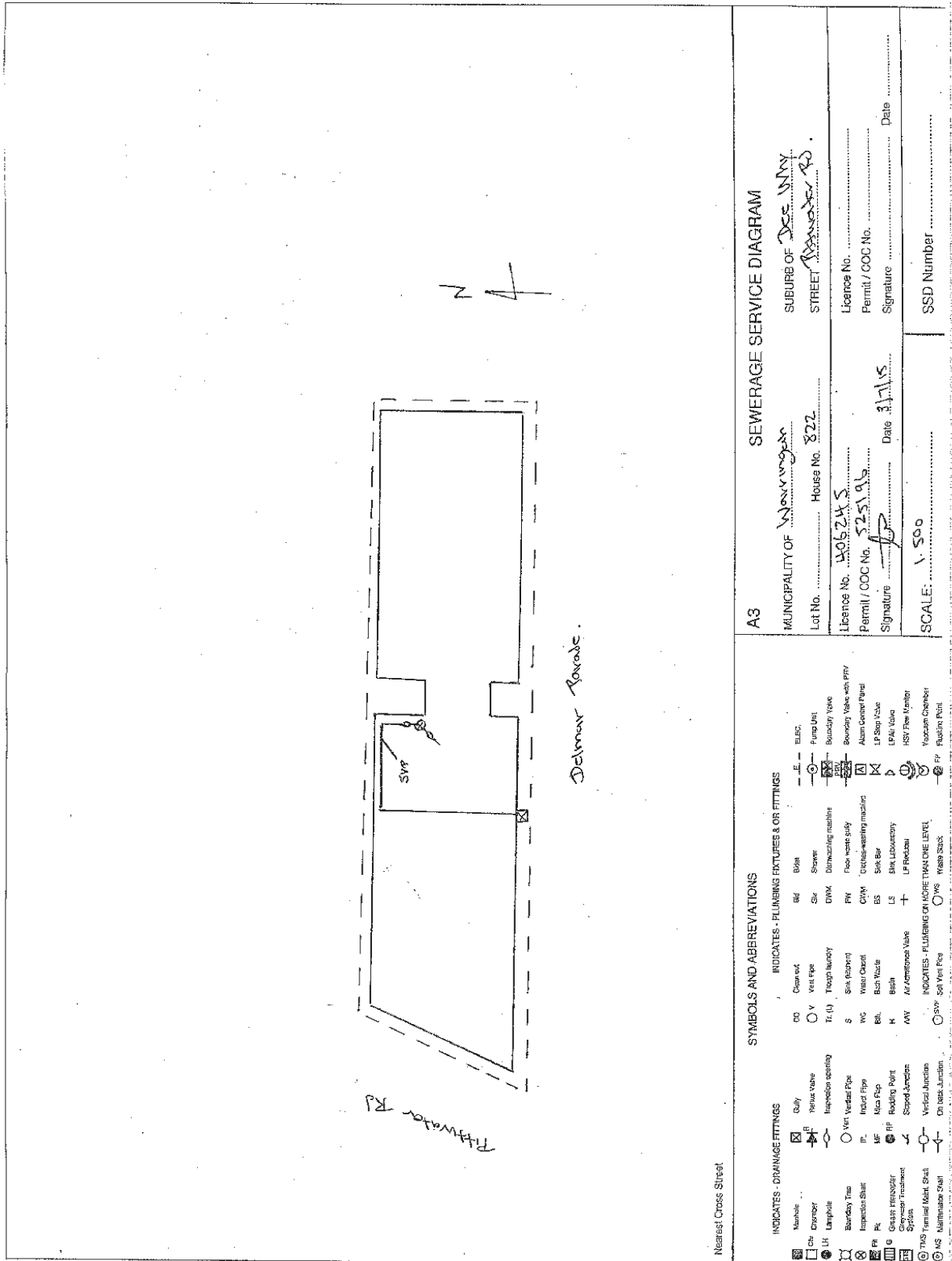
may impact on the future use and development potential of the land that is the subject of this certificate.



**Scott Phillips**  
**Chief Executive Officer**  
**30/09/2025**

# Sewer Service Diagram

Application Number: 8004678313



**A3 SEWERAGE SERVICE DIAGRAM**

MUNICIPALITY OF Waverley SUBURGE OF DES WNY  
 Lot No. 822 House No. 822 STREET DELMAR RD

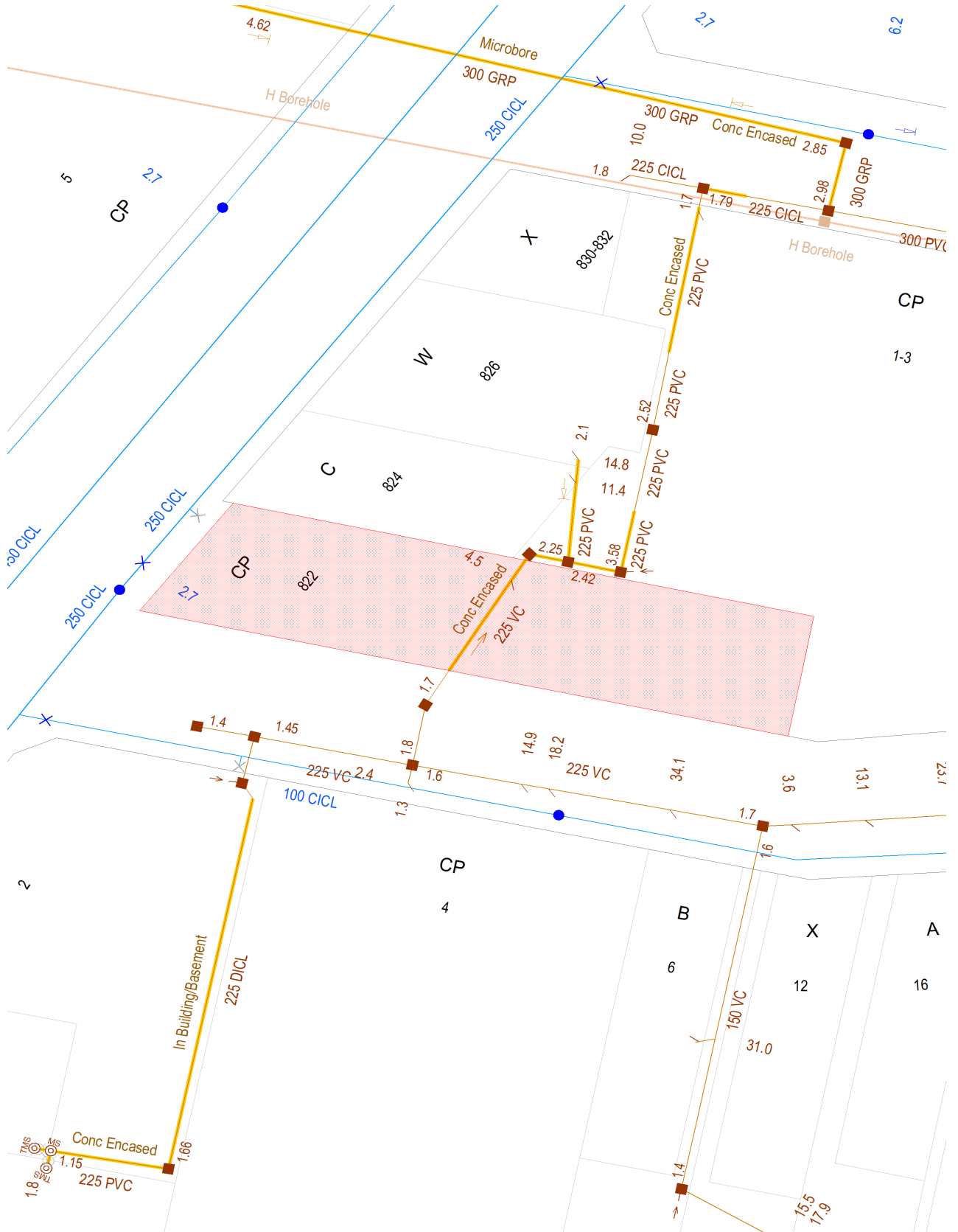
Lot No. 1306245 Licence No. 1306245  
 Permit / COC No. 525195 Permit / COC No. 525195  
 Signature [Signature] Signature [Signature] Date 31/15 Date 31/15

SCALE: 1:500 SSD Number .....

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

# Service Location Print

Application Number: 8004678314



Document generated at 30-09-2025 09:41:14 AM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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

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



Revenue

Enquiry ID 4418088  
Agent ID 81429403  
Issue Date 30 Sep 2025  
Correspondence ID 1817342445  
Your reference 7866

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
S91852/16	Unit 204, 822 PITTWATER RD DEE WHY 2099	\$145 653	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

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

---

Yours sincerely,

Phil Minns  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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