

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a *GSTRW* payment
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
- 20.6.2 served if it is served by the *party* or the *party's* *solicitor*;
- 20.6.3 served if it is served on the *party's* *solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

33 / 49-51A Mitchell Road BROOKVALE NSW 2100

ADDITIONAL CONDITIONS

32. INTERPRETATION

32.1. Defined Terms

In these Further Provisions:

'Bidders Record' means the record required to be kept pursuant to section 68 of the *Property, Stock and Business Agents Act 2002*;

'Bond' means a deposit bond or bank guarantee subject to terms and conditions acceptable to the Vendor and which complies with these Further Provisions;

'Breach' means any actual or alleged breach or non-compliance with the *Local Government Act 1993* or the *Environmental Planning and Assessment Act 1979* or regulations made under those Acts in relation to the Improvements;

'Contract Date' means the date shown in the Particulars of Sale being the date on which this Contract is executed and exchanged by the parties;

'Encroachments' means any actual or alleged encroachment by any building or structure onto the Land or by the Improvements onto adjoining land;

'Improvements' means the improvements described in the Particulars of Sale;

'Land' means the land described in the Particulars of Sale;

'Particulars of Sale' means the particulars of sale listed on the front page of this Contract; and

'Property' means the whole or part of the Land and the Improvements.

32.1 Further provisions prevail

The Further Provisions prevail over the provisions of this Contract in the event of any conflict between those provisions.

32.1 Contract is entire agreement

The Purchaser acknowledges that this Contract constitutes the entire agreement of the Parties about its subject matter and any previous agreements, understandings and negotiations on such subject matter have no effect on and from the Contract Date.

33. AMENDMENTS TO PROVISIONS

33.1 Amendments

The provisions of the Contract are amended as follows:

- b. Clause 7. 1. 1: '5%' becomes '1%';
- c. Clause 12.2: delete '(if necessary in the name of the Vendor)';
- d. Clause 13: delete; and
- e. Clause 16.5: delete '*plus another 20% of that fee*'.

34. ACKNOWLEDGEMENTS BY PURCHASER

34.1 Defects

The Property is sold in its current state of repair and condition and with any latent or patent defects.

34.2 Repairs

The Purchaser cannot require the Vendors to carry out any repairs or works to the Property.

34.3 Restrictions on rights of Purchaser

Without affecting clause 10 of the Contract, the Purchaser cannot make a claim, requisition, rescind, terminate or delay completion, in respect of:

- a. The nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property;
- b. The purpose for which the Property may be used;
- c. Any misdescription of the land or any inaccuracy in its area or measurements;
- d. Any failure to comply with a law applicable to the land or a requirement of any public authority;
- e. Any roof or surface water drainage connected to a sewer;
- f. Any installation or services (including sewers, drains, pipes, cables and wires) which are on, or pass through, over or under the Property or which are used in common with any adjoining land or pass through any other land or any absence of easements or rights in respect of such installations affecting or benefiting the Property;
- g. Any Breach or Encroachment; or
- h. Any other matter disclosed in this Contract.

35. BUILDING CERTIFICATE AND SURVEY REPORT

35.1. No Building Certificate Report or Survey

The Vendors do not have any Building Certificate or Survey Report.

35.2. Contract not conditional

Neither this Contract nor completion of this Contract is conditional upon the issue of a Building Certificate or a Survey Report.

35.3. Inspection

The Purchaser has inspected the Property and is aware of any breach.

36. REPRESENTATIONS

36.1 No reliance

The Purchaser does not rely upon any representation, statement, warranty, condition or promise made by or on behalf of the Vendors except as stated in this Contract or implied by any legislation that cannot be excluded.

37. AMENDMENTS TO TITLE

37.1 No amendments

The Purchaser shall not call upon the Vendors to amend the title to the Land to remove expired or obsolete dealings; rectify any failure to comply with a law applicable to land; or a requirement of any public authority; or, to bear the cost of doing so.

38. VENDORS' WARRANTIES

38.1. General

The Purchaser acknowledges that no reliance is made upon any statement, representation, warranty, condition or promise made or given by or on behalf of the Vendors (including, but not limited to, any brochure provided to the Purchaser) except as stated in this Contract or implied by any legislation that cannot be excluded.

38.2. Specific

The Purchaser acknowledges that neither the Vendors nor any person on behalf of the Vendors have made any representation, promise or warranty as to:

- a. Any financial return or income to be derived from the Property; or
- b. The fitness or suitability of the Property for any particular purpose,

and the Purchaser releases and discharges the Vendors from all liabilities claimed to be suffered or incurred (whether before or after the date of completion of this Contract) in respect of any matter referred to in this provision or any other matter or thing that may arise from the use or condition of the Property or from any relevant legislation.

39. INCAPACITY OF THE PURCHASER

39.1. Natural person

If the Purchaser (or, if the Purchaser is more than one person, any one or more of them) before completion:

- a. Dies;
- b. Is found by a court or tribunal to be incapable of administering their estate or affairs;
- c. Enters a scheme; or

d Makes an assignment for the benefit of creditors,
then, either party may rescind this Contract.

39.2. Company or authority

If the Purchaser is a company or authority (or, if the Purchaser comprises more than one company or authority, any one or more of them) and before completion:

- a. Resolves to go into liquidation;
- b. Has a Summons or Application presented or an order made for its winding up;
- c. Has an administrator or receiver appointed over the whole or part of its assets or undertaking; or
- d. Enters a deed of arrangement, assignment or composition for the benefit of creditors,

either Party may rescind this Contract.

40. VENDOR'S AGENT

40.1. Vendor's warranty

The Vendors warrant that they has not entered into an exclusive agency agreement for the sale of the Property with any agent other than the Vendors' agent.

40.2. Purchaser's warranty

The Purchaser warrants that it was not introduced directly or indirectly to either the Vendors or to the Property by any person other than the Vendors' Agent.

40.3. Purchaser's indemnity

The Purchaser indemnifies the Vendors against any claim or demand for commission or remuneration by any person other than the Vendors' Agent arising from a breach of clause 40.2. This clause does not merge with completion.

41. COMPLETION

41.1 Notice to complete

A Party entitled to serve a notice to complete may serve a notice requiring completion on a day being not less than 14 days after the date of service of the notice. The notice will be (both at law and in equity) sufficient notice to make time of the essence of this Contract even if the Party serving the notice has not made any previous request or demand for completion.

The Purchaser shall also pay to the Vendors an additional \$350.00 (not including GST) at completion to cover the Vendors' reasonable costs of issuing the notice to complete.

41.2 Interest

If completion does not take place by the completion date (otherwise than as a result of the Vendors' default) the Purchaser must pay the Vendors' interest at 8% per annum on the balance of the price, in which case the following provisions apply:

- a. Interest payable under this clause shall be calculated from the day after the completion date until the date completion actually takes place (both dates inclusive);
- b. Payment of interest under this clause does not affect any other rights the Vendors may have under this Contract;
- c. This clause is an essential provision of this Contract; and
- d. The Purchaser acknowledges that interest at the rate of 8% is a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendors as a result of completion not taking place on or before the completion date.

42. REQUISITIONS

42.1. Form of Requisitions

For the purpose of clause 5.1, the requisitions or any general question relating to the Property must be in the form of the requisitions attached.

43. DEPOSIT

43.1 Bond

In addition to the methods of paying the deposit specified in clause 2.4, the deposit may be paid by way of a Bond in which case the following provisions apply:

- a. On completion the purchaser must pay to the Vendors, by unendorsed bank cheque, the amount of the Bond;
- b. If the Vendors exercise a right to terminate the Contract, the Purchaser must pay the Vendors the deposit by way of cash or unendorsed bank cheque within three (3) business days of receiving notice of termination;
- c. if the Purchaser fails to comply with sub-clauses (a) or (b) of this clause, the Purchaser is in breach of an essential condition and the Vendors may demand payment from the issuer of the Bond the amount stipulated in the Bond;
- d. The expiry date for the Bond must be no earlier than fifty six (56) days after the completion date;
- e. if:
 - i. completion has not occurred by the completion date, and
 - ii. neither party has terminated or rescinded the contract within twenty one (21) days after the completion date;

then, the Purchaser must provide within thirty five (35) days after the completion date a substitute bond on the same terms as the Bond except that

the expiry date must be no earlier than six (6) months after the completion date; and

- f. The Purchaser's obligations under this clause are essential provisions of this Contract. Accordingly, if the Purchaser fails to comply with this clause, the Vendors may elect to terminate the contract and forfeit the original Bond or treat the non-compliance as failure to pay the deposit.

43.2 Interest on deposit

If this Contract is rescinded or terminated, the Deposit Holder is to pay the interest earned on the deposit to the party entitled to the deposit, after deduction of all applicable government taxes, financial institution charges and other applicable charges.

43.3 Balance of deposit

If the deposit agreed to be paid by the Purchaser is less than 10% of the purchase price and the Vendors become entitled to forfeit the deposit actually paid, the Purchaser shall immediately, on demand, pay to the Vendors the difference between the 10% of the purchase price and the amount actually paid, to the intent that a full 10% of the purchase price is forfeitable on default.

44. FINANCE CLAUSE

- (i) It is a condition of this agreement that the purchaser shall obtain approval in writing of finance for the purchase of the property in accordance with this clause and the Schedule.
- (ii) The purchaser shall promptly, at the purchaser's expense:-
 - (a) apply for finance in accordance with the Schedule;
 - (b) make and pursue the finance application, pay all fees, supply all particulars, certificates and valuation and do all other things as may be reasonably required for the purpose of the application;
 - (c) inform the vendors regarding the progress of the finance application whenever reasonably requested to do so by or on behalf of the vendor;
 - (d) notify the vendor in writing after receipt of written approval or refusal from the lender.
- (iii) This clause is for the benefit of the purchaser who may, prior to rescission of the Contract waive the benefit thereof.
- (iv) If without default on the part of the purchaser the finance approval in writing has not been obtained in accordance with this clause within the time limited in the Schedule either party shall be entitled by notice served upon the other to rescind this Contract provided that if the purchaser has obtained the finance approval in writing prior to service of such notice of rescission by either party, neither party shall thereafter be entitled to rescind this Contract for want of such approval.
- (v) This Contract cannot be rescinded pursuant to sub-clause (iv) after the date nominated in the Schedule after which time the benefit of this clause is waived.

SCHEDULE

LENDER	TBA
SECURITY	Registered first mortgage over the land described in the Term as "land".
TIME LIMITS	Number of days after the making of this Contract for obtaining written approval of finance is forty two (42).

TITLE SEARCHES



FOLIO: 33/SP80145

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/12/2021	8:28 AM	5	2/9/2018

LAND

LOT 33 IN STRATA PLAN 80145
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

CAMERON DENNIS WOOD
ELIZABETH LOUISE WOOD
AS JOINT TENANTS (T AJ5430)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80145
2 AJ5431 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP80145

SEARCH DATE	TIME	EDITION NO	DATE
24/12/2021	8:41 AM	5	26/11/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80145
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80145

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 80145
ADDRESS FOR SERVICE OF DOCUMENTS:
49-51A MITCHELL ROAD
BROOKVALE
NSW 2100

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G579731 EASEMENT FOR SEWERAGE PURPOSES 15.24 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 G805447 EASEMENT FOR DRAINAGE 2.44 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP613475 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP812478 EASEMENT FOR CAR PARKING & RIGHT OF CARRIAGEWAY 2 & 2.1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP812478 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1120022 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1120022 EASEMENT TO DRAIN WATER 3.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1120022 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 10 DP1120022 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 11 DP1120022 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 & 5.68 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

-
- IN THE TITLE DIAGRAM
- 12 DP1120022 RIGHT OF CARRIAGEWAY 1.2 & 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1120022 RESTRICTION(S) ON THE USE OF LAND
- 14 DP1120022 EASEMENT FOR OVERLAND FLOW OF STORMWATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1120022 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 16 DP1120022 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 17 AR646727 CONSOLIDATION OF REGISTERED BY-LAWS
- 18 AR646727 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 80145

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	35	2	29	3	19	4	13
5	14	6	14	7	14	8	14
9	14	10	14	11	14	12	16
13	11	14	11	15	11	16	11
17	12	18	12	19	11	20	14
21	SP81913	22	SP81913	23	SP81913	24	SP81913
25	SP81913	26	13	27	16	28	SP81913
29	12	30	11	31	SP81913	32	SP81913
33	14	34	24	35	25	36	15
37	18	38	18	39	15	40	15
41	18	42	18	43	21	44	19
45	20	46	23	47	23	48	20
49	20	50	23	51	24	52	23
53	16	54	16	55	16	56	16
57	16	58	16	59	16	60	21
61	29						

STRATA PLAN 81913

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
62	4	63	4	64	4	65	4
66	4	67	4	68	4	69	4
70	5	71	5	72	5	73	5
74	5	75	5	76	5	77	5
78	1	79	2	80	2	81	2
82	2	83	2	84	2	85	2

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP80145

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

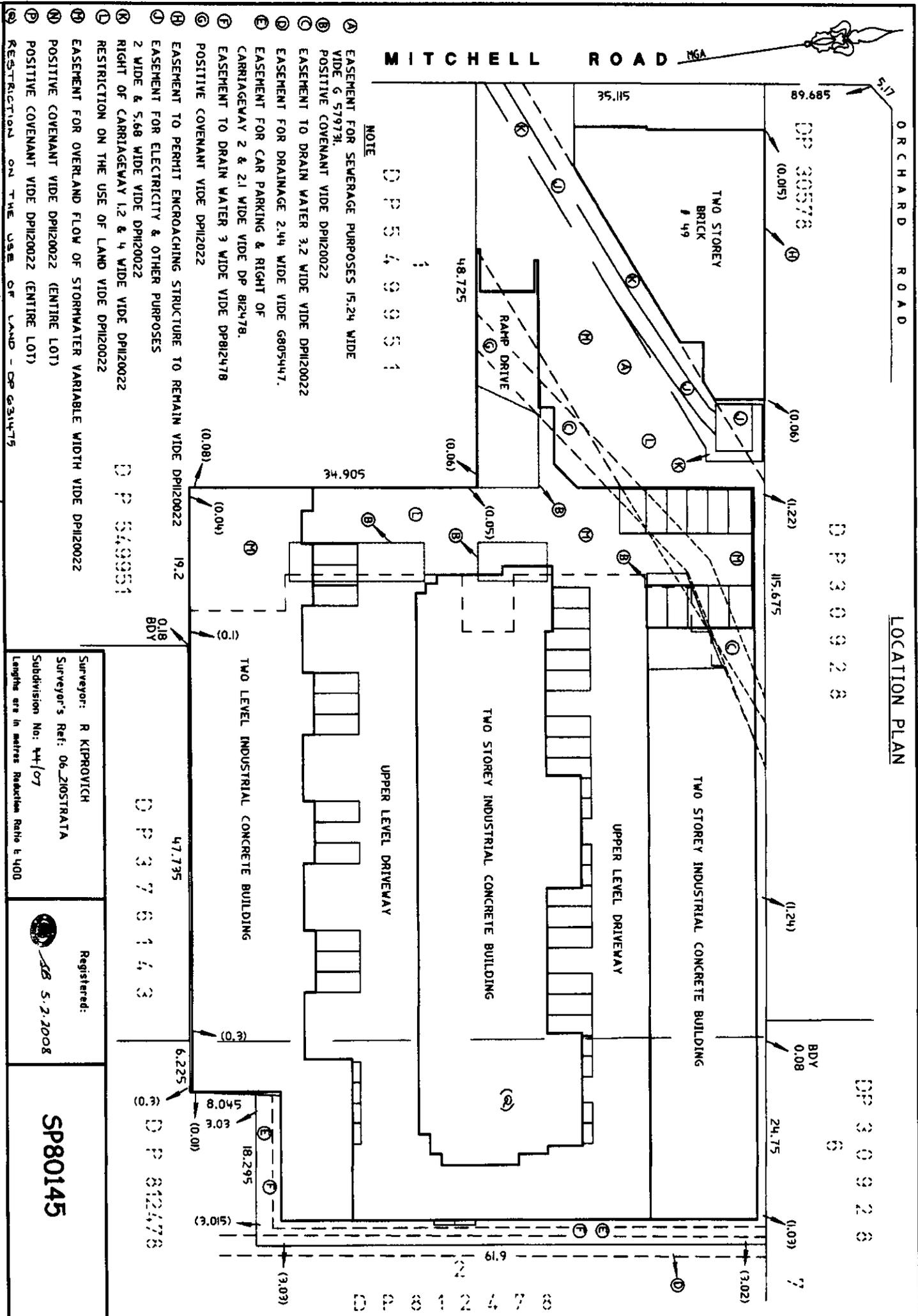
*** END OF SEARCH ***

21/0590

PRINTED ON 24/12/2021

* 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



MITCHELL ROAD

ORCHARD ROAD

NOTE
D P 5 4 9 9 5 1

- A EASEMENT FOR SEWERAGE PURPOSES 15.24 WIDE VIDE G 57973.
- B POSITIVE COVENANT VIDE DP120022
- C EASEMENT TO DRAIN WATER 3.2 WIDE VIDE DP120022
- D EASEMENT FOR DRAINAGE 2.44 WIDE VIDE G805447.
- E EASEMENT FOR CAR PARKING & RIGHT OF CARRIAGEWAY 2 & 2.1 WIDE VIDE DP 812478.
- F EASEMENT TO DRAIN WATER 3 WIDE VIDE DP812478
- G POSITIVE COVENANT VIDE DP120022
- H EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VIDE DP120022
- I EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & 5.68 WIDE VIDE DP120022
- K RIGHT OF CARRIAGEWAY 1.2 & 4 WIDE VIDE DP120022
- L RESTRICTION ON THE USE OF LAND VIDE DP120022
- M EASEMENT FOR OVERLAND FLOW OF STORMWATER VARIABLE WIDTH VIDE DP120022
- N POSITIVE COVENANT VIDE DP120022 (ENTIRE LOT)
- O POSITIVE COVENANT VIDE DP120022 (ENTIRE LOT)
- P RESTRICTION ON THE USE OF LAND - DP 812478

Surveyor: R KIPROVICH
 Surveyor's Ref: 06_210STRATA
 Subdivision No: 44/07
 Lengths are in metres Reduction Ratio 1:400

Registered:
 5.2.2008

SP80145

D P 5 4 9 9 5 1

D P 3 7 6 1 4 3

D P 8 1 2 4 7 8

DP 30578

(0.06)

(1.22)

115.675

(1.24)

BDY 0.08

24.75

(1.03)

7

34.905

UPPER LEVEL DRIVEWAY

(3.0)

(3.05)

(3.03)

8

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5

4

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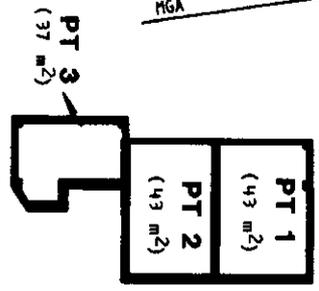
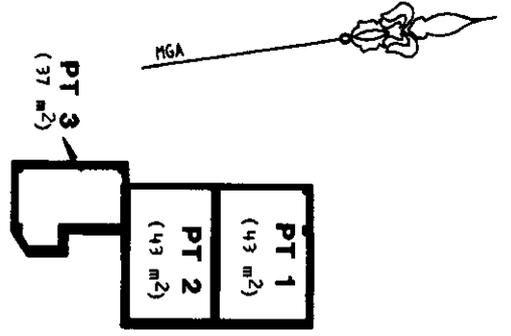
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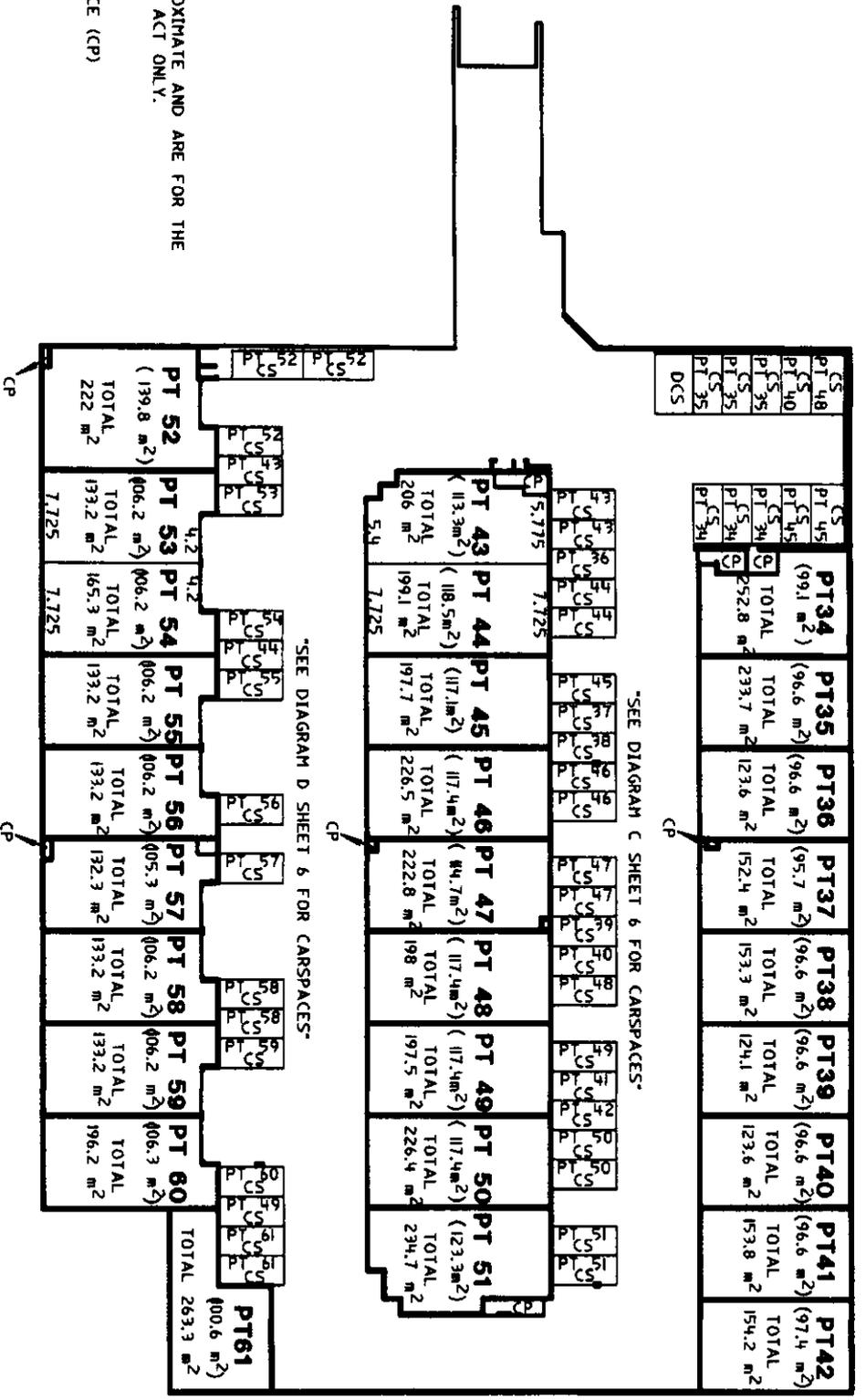
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FIRST LEVEL



NOTE

AREAS SHOWN HEREON ARE APPROXIMATE AND ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY.
CP DENOTES COMMON PROPERTY
DCS DENOTES DISABLED CAR SPACE (CP)

DENOTES CARSPACE

CARSPACES ARE 5.4 METRES LONG UNLESS OTHERWISE DIMENSIONED
CARSPACES ARE DEFINED FROM HARDSTAND TO 3 METRES IN HEIGHT EXCEPT WHERE COVERED.

ALL CARSPACE LINES ARE AT 90 DEGREES FROM WALL AND KERB

SEE DIAGRAM D SHEET 6 FOR CARSPACES.

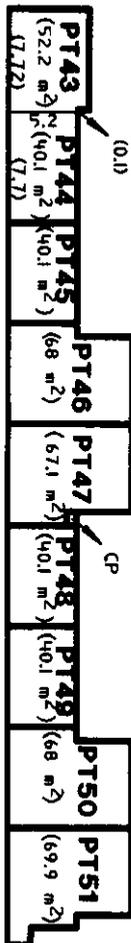
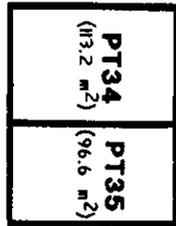
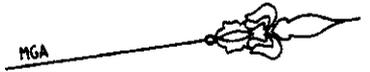
SEE DIAGRAM C SHEET 6 FOR CARSPACES.

FIRST LEVEL

Surveyor: R KIPROVICH
Surveyor's Ref: 06_210STRATA
Subdivision No: 44/07
Lengths are in metres Reduction Ratio: 1:400

Registered:
S 5.2.2008

SP80145



NOTE

AREAS SHOWN HEREON ARE APPROXIMATE AND ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY.

CP DENOTES COMMON PROPERTY



FIRST LEVEL MEZZANINE

Surveyor: R KIROVICH

Surveyor's Ref: 06.210STRATA

Subdivision No: 44/07

Lengths are in metres Reduction Ratio 1:400

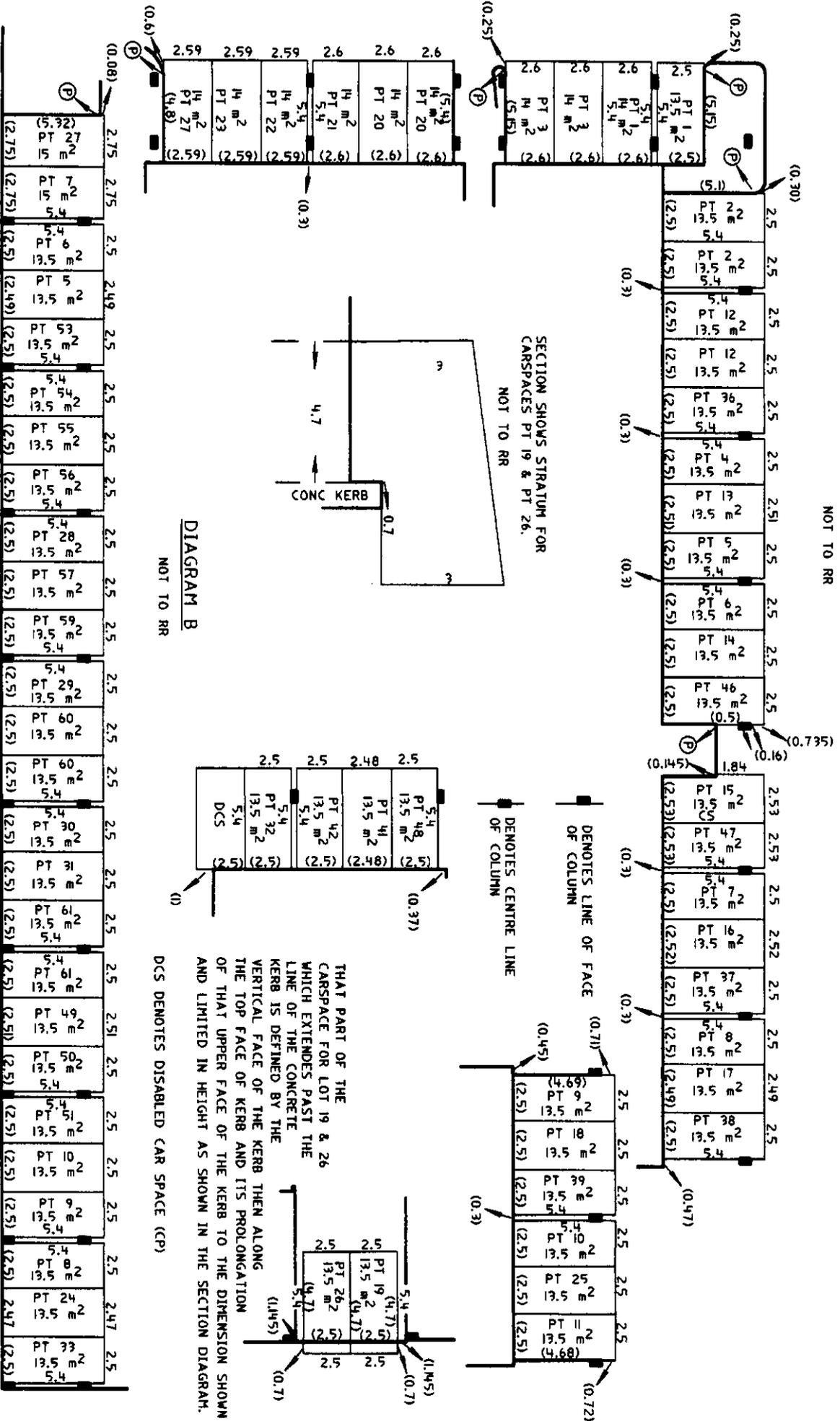
Registered:



16 5.2.2008

SP80145

DIAGRAM A
NOT TO RR
GROUND LEVEL CARSPACES



SECTION SHOWS STRUTUM FOR
CARSPACES PT 19 & PT 26.
NOT TO RR

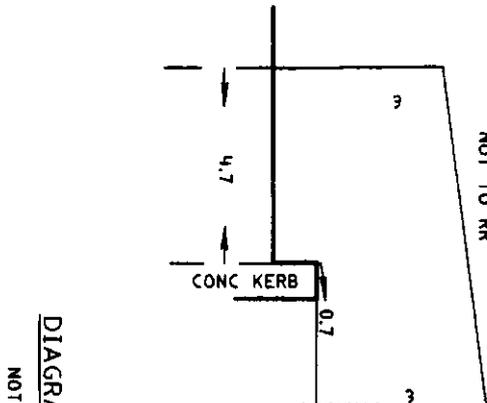
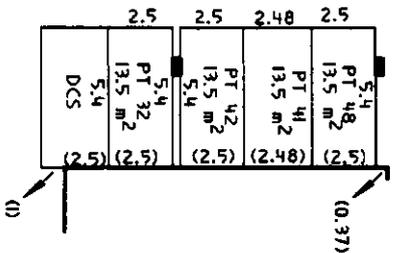


DIAGRAM B
NOT TO RR



THAT PART OF THE
CARSPACE FOR LOT 19 & 26
WHICH EXTENDS PAST THE
LINE OF THE CONCRETE
KERB IS DEFINED BY THE
VERTICAL FACE OF THE KERB THEN ALONG
THE TOP FACE OF KERB AND ITS PROLONGATION
OF THAT UPPER FACE OF THE KERB IN THE SECTION SHOWN
AND LIMITED IN HEIGHT AS SHOWN IN THE SECTION DIAGRAM.
DCS DENOTES DISABLED CAR SPACE (CP)

CARSPACES ARE 5.4 METRES LONG UNLESS OTHERWISE DIMENSIONED

CARSPACES EXCEPT LOT 19 & 26 ARE DEFINED FROM HARDSTAND TO 3 METRES IN
HEIGHT EXCEPT WHERE COVERED.

Ⓟ DENOTES PROLONGATION OF FACE OF CONCRETE KERBING

ALL CARSPACE LINES ARE AT 90 DEGREES FROM WALL & KERB

Surveyor: R KIROVICH
Surveyor's Ref: 06-2105TRAITA
Subdivision No: 4-4-07
Lengths are in metres Reduction Ratio: 1:

Registered:

SP80145

STRATA PLAN ADMINISTRATION SHEET

54.1/3

* OFFICE USE ONLY

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

THE OWNERS - STRATA PLAN No. 80145

49 - 51A MITCHELL ROAD
 BROOKVALE NSW 2100

SP80145

Registered:  18 5.2.2008

Purpose: STRATA PLAN

PLAN OF
 SUBDIVISION OF LOT 100
 IN DP 1120022

~~(Insert type being adopted) Model By-Laws Adopted for this scheme~~

~~Keeping of Animals - Option A/B/C~~

× Schedule of By-laws in 12 sheets filed with plan

~~No By-laws apply~~

** Strike out whichever is applicable*

STRATA CERTIFICATE

Name of Council/Accredited Certifier LYALL PEX

being satisfied that the requirements of the «Strata Schemes (Freehold Development) Act 1973 or «Strata Schemes (Residential Development) Act 1986 have been complied with, approves of the proposed:

» strata plan / «strata-plan-of-subdivision

Illustrated in the annexure to this certificate.

» The accredited certifier is satisfied that the plan is consistent with 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.

«The strata-plan/strata-plan-of-subdivision is part of a development scheme. The « Council / « Accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

» The Council does not object to the encroachment of the building beyond the alignment of _____

» The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

» This approval is given on the condition that the use of lot(s) designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office shop or the like is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned as referred to in « section 79 of the Strata Schemes (Freehold Development) Act 1973 or « section 68 of the Strata Schemes (Residential Development) Act 1986.

LGA: WARRINGAH

Locality: BROOKVALE

Parish: MANLY COVE

County: CUMBERLAND

Date 31.10.2007

Subdivision No 44/07

Accreditation No BPB0092

Relevant Development Consent No 2005/1093

Issued by WARRINGAH COUNCIL 

Authorised Person/General Manager/Accredited Certifier

» Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

I ROBERT KIPROVICH

KIPROVICH & ASSOCIATES PTY LTD

144 ANZAC AVENUE COLLAROY NSW 2097

a surveyor registered under the Surveying Act 2002, hereby certify that:

(1) each applicable requirement of

× ~~Schedule 1A to the Strata Schemes (Freehold Development) Act 1973~~

× ~~Schedule 1A to the Strata Schemes (Residential 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 in respect of which encroachment on appropriate easement;~~

× ~~has been created by registered~~

× ~~is to be created under section 88B of the Conveyancing Act 1999.~~

(3) the survey information recorded in any accompanying location plan is accurate.

Signature: 

Date: 8TH OCTOBER 2007

× Delete if inapplicable

† State whether dealing or plan and quote registered number.

SURVEYOR'S REFERENCE: 06_210STRATA

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals.

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF

SUBDIVISION OF LOT 100
 IN DP 1120022

SP80145

Registered:  SB 5.2.2008

Strata Certificate Details: Subdivision No: 44/07

Date: 31.10.2007

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

LOT NUMBER	ENTITLEMENT
1	35
2	29
3	19
4	13
5	14
6	14
7	14
8	14
9	14
10	14
11	14
12	16
13	11
14	11
15	11
16	11
17	12
18	12
19	11
20	14
21	10
22	10
23	10
24	10
25	11
26	13
27	16
28	12
29	12
30	11
31	12
32	12

LOT NUMBER	ENTITLEMENT
33	14
34	24
35	25
36	15
37	18
38	18
39	15
40	15
41	18
42	18
43	21
44	19
45	20
46	23
47	23
48	20
49	20
50	23
51	24
52	23
53	16
54	16
55	16
56	16
57	16
58	16
59	16
60	21
61	29
AGGREGATE	1000

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(If insufficient space use additional annexure sheet)

SEE SHEET 3 ANNEXURE SHEET FOR SIGNATURES, SEALS & STATEMENTS

SURVEYOR'S REFERENCE: 06_210STRATA

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF

SUBDIVISION OF LOT 100
IN DP 1120022

SP80145

Registered:



18 5.2.2008

Strata Certificate Details: Subdivision No: 44/07

Date: 31.10.2007

x OFFICE USE ONLY

WILLIAM RYDER
SOLE DIRECTOR/SECRETARY
MITCHELL DEVELOPMENTS PTY LTD
KEN 115 808 350

EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 050 494 454 by its Attorneys:

and

its duly constituted Attorneys
under Power of Attorney
No. 4305 259 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:

An Officer of the Bank

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys:

) Signature

) LOUISE LESTER - ASSOCIATE DIRECTOR
) Name and Title (please print)

SURVEYOR'S REFERENCE: 06_210STRATA



FOLIO: 78/SP81913

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/12/2021	8:41 AM	3	7/4/2017

LAND

LOT 78 IN STRATA PLAN 81913
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

CAMERON DENNIS WOOD
ELIZABETH LOUISE WOOD
AS JOINT TENANTS (T AM292748)

SECOND SCHEDULE (2 NOTIFICATIONS)

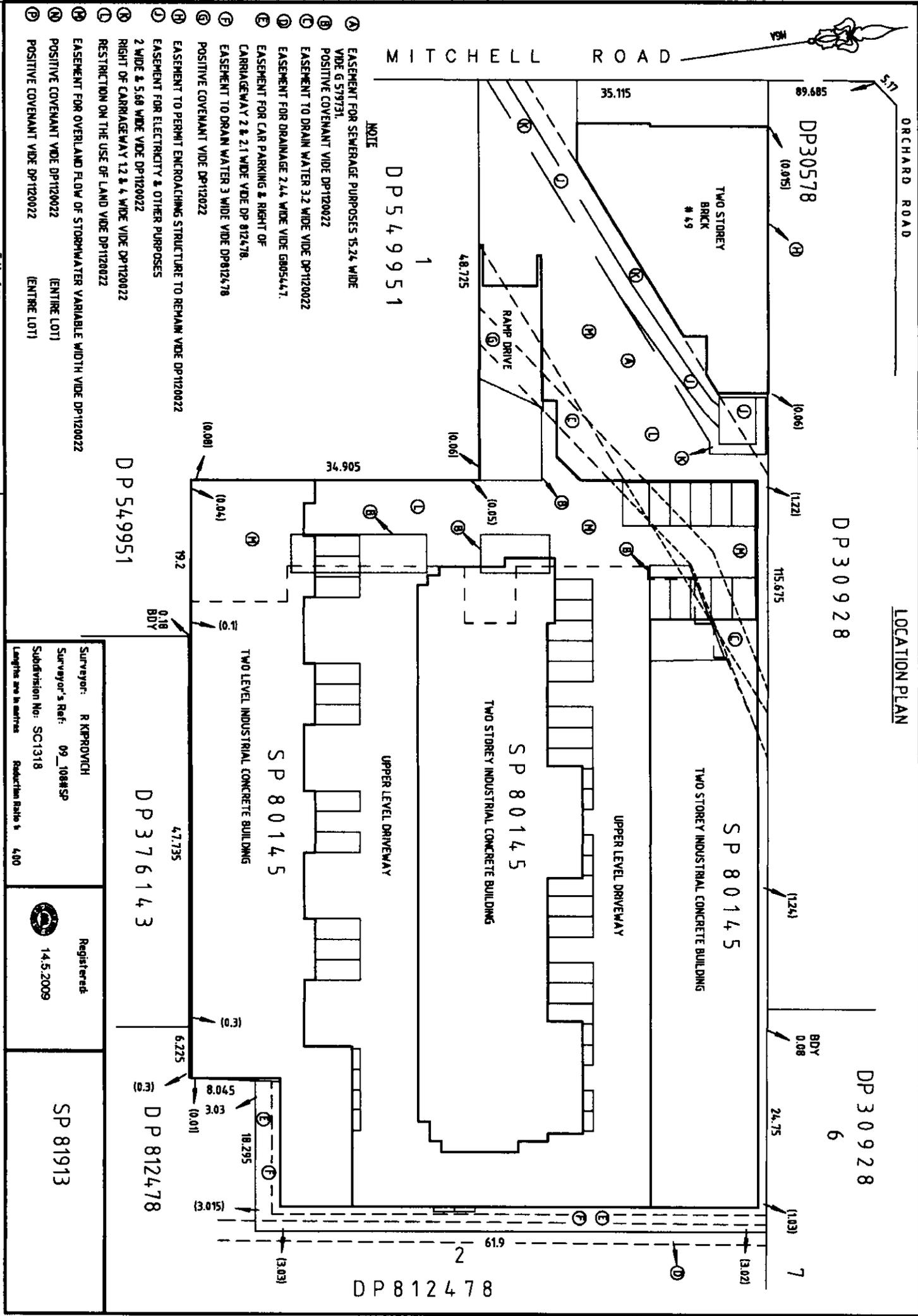
- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80145
- 2 SP81913 RESTRICTION ON USER (S.39 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LOCATION PLAN



MITCHELL ROAD

ORCHARD ROAD

DP30578

DP 30928

DP 30928

DP 549951

DP 549951

DP 376143

DP 812478

DP 812478

SP 80145

SP 80145

SP 80145

TWO LEVEL INDUSTRIAL CONCRETE BUILDING

TWO STOREY INDUSTRIAL CONCRETE BUILDING

TWO STOREY INDUSTRIAL CONCRETE BUILDING

UPPER LEVEL DRIVEWAY

UPPER LEVEL DRIVEWAY

RAMP DRIVE

TWO STOREY BRICK # 49

NOTE

- Ⓐ EASEMENT FOR SEWERAGE PURPOSES 15.24 WIDE VIDE G 579731.
- Ⓑ POSITIVE COVENANT VIDE DP1120022
- Ⓒ EASEMENT TO DRAIN WATER 3.2 WIDE VIDE DP1120022
- Ⓓ EASEMENT FOR DRAINAGE 2.44 WIDE VIDE G80544.7.
- Ⓔ EASEMENT FOR CAR PARKING & RIGHT OF CARRIAGEWAY 2 & 2.1 WIDE VIDE DP 812478.
- Ⓕ EASEMENT TO DRAIN WATER 3 WIDE VIDE DP812478
- Ⓖ POSITIVE COVENANT VIDE DP1120022
- Ⓖ EASEMENT TO PERMIT ENCRUACHING STRUCTURE TO REMAIN VIDE DP1120022
- Ⓗ EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & 5.66 WIDE VIDE DP1120022
- Ⓙ RIGHT OF CARRIAGEWAY 1.2 & 4 WIDE VIDE DP1120022
- Ⓚ RESTRICTION ON THE USE OF LAND VIDE DP1120022
- Ⓛ EASEMENT FOR OVERLAND FLOW OF STORMWATER VARIABLE WIDTH VIDE DP1120022
- Ⓜ POSITIVE COVENANT VIDE DP1120022 [ENTIRE LOT]
- Ⓨ POSITIVE COVENANT VIDE DP1120022 [ENTIRE LOT]

Surveyor: R KPROVICH
 Surveyor's Ref: 09_108#SP
 Subdivision No: SC1318
 Lengths are in metres Reduction Ratio: 400

Registered
 14.5.2009

SP 81913

Table of area

AREAS SHOWN HEREON ARE APPROXIMATE AND ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY.

DCS DENOTES DISABLED CAR SPACE (CP)

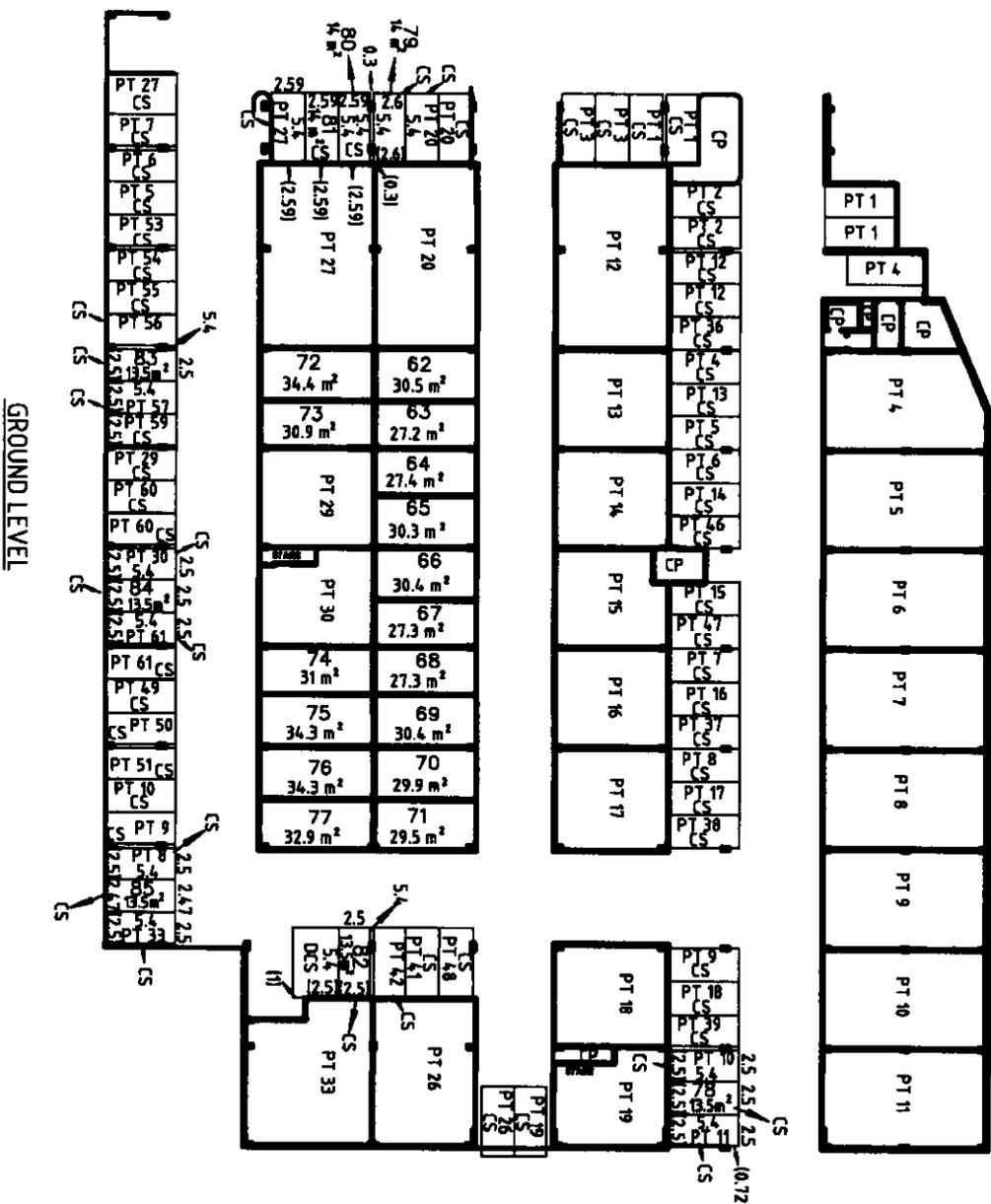
CP DENOTES COMMON PROPERTY

5 DENOTES CARSPACE

CARSPACES ARE 5.4 METRES LONG UNLESS OTHERWISE DIMENSIONED

CARSPACES ARE DEFINED FROM HARDSTAND TO 3 METRES IN HEIGHT EXCEPT WHERE COVERED.

ALL CARSPACE LINES ARE AT 90 DEGREES FROM WALL AND KERB



GROUND LEVEL

Table of area

Surveyor: R KPROVICH
 Surveyor's Ref: 09_108#SP
 Subdivision No: SC1318
 Lengths are in metres Reduction Ratio: 1:400

Registered
 14.5.2009

SP 81913

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF
 STRATA SUBDIVISION OF LOTS 21,
 22, 23, 24, 25, 28, 31 & 32 IN
 STRATA PLAN 80145.

SP81913

Registered:  14.5.2009

x OFFICE USE ONLY

Strata Certificate Details: Subdivision No: **SC1318**

Date: **17 FEB 2009**

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

LOT NUMBER	ENTITLEMENT
1	35
2	29
3	19
4	13
5-11 INCL.	14
12	16
13-16 INCL.	11
17	12
18	12
19	11
20	14
26	13
27	16
29	12
30	11
33	14
34	24
35	25
36	15
37	18
38	18
39	15
40	15
41	18
42	18
43	21
44	19
45	20
46	23
47	23
48	20
49	20

SP80145

LOT NUMBER	ENTITLEMENT
50	23
51	24
52	23
53-59 INCL.	16
60	21
61	29
62	4
63	4
64	4
65	4
66	4
67	4
68	4
69	4
70	5
71	5
72	5
73	5
74	5
75	5
76	5
77	5
78	1
79	2
80	2
81	2
82	2
83	2
84	2
85	2
AGGREGATE	1000

SP80145

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(If insufficient space use additional annexure sheet)

SEE SHEET 3 ANNEXURE SHEET FOR SIGNATURES, SEALS & STATEMENTS

SURVEYOR'S REFERENCE: 09_108#SP

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF
STRATA SUBDIVISION OF LOTS 21,
22, 23, 24, 25, 28, 31 & 32 IN
STRATA PLAN 80145.

SP81913

Registered:  14.5.2009

x OFFICE USE ONLY

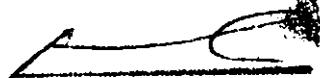
Strata Certificate Details: Subdivision No: SC1318

Date: 17 FEB 2009

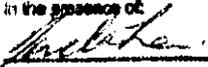
EXECUTED by BANK OF
WESTERN AUSTRALIA LTD.
A.C.N. 22 050 494 454 by its Attorneys:

BANK OF WESTERN AUSTRALIA LTD
by its Attorneys:

and
its duly constituted Attorneys
under Power of Attorney
No. 4305 659 dated 10th
April 2001 who at the date
hereof had no notice of revocation
of such Power of Attorney
in the presence of:


Signature

Mario Caleite Director
Name and Title (please print)


An Officer of the Bank
Daniela Tran
Level 11, 45 Clarence St,
Sydney NSW 2000

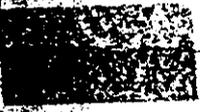


WILLIAM RIDER
SOLE DIRECTOR / SECRETARY
MITCHELL DEVELOPMENT PTY. LTD.
A/F THE MITCHELL ROAD TRUST
ABN 76 003 398 029 ACN 115 808 350

SURVEYOR'S REFERENCE: 09_108#SP

G 579731

Card M/C



REGISTRATION

Plan Form N°7 (for completion)

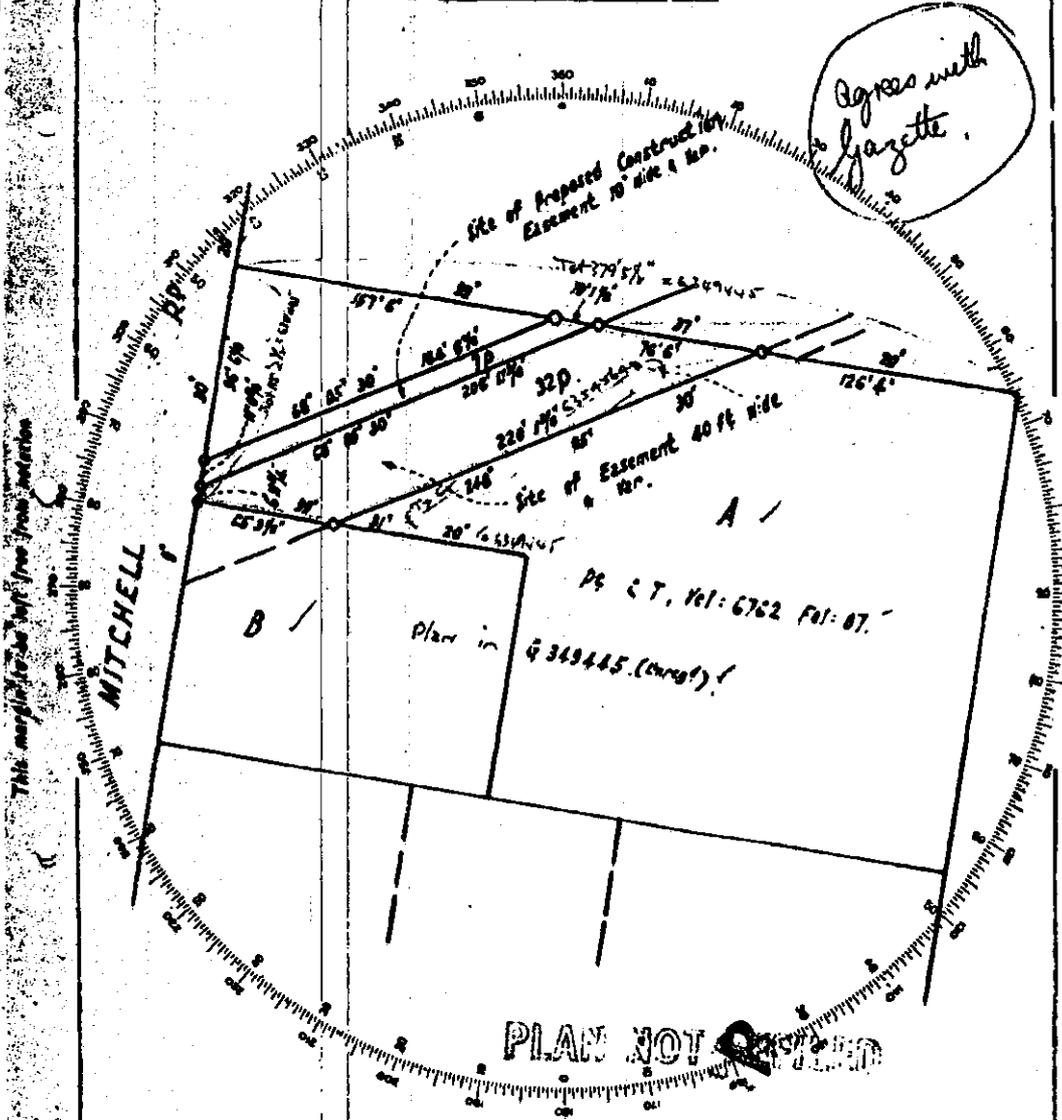
Municipality of
Shire of Warrigah.

T.M. G 579731

PLAN

of sites of easement in land in Pt CT. V: 6762 F: 87. 'A'
Parish of Marty Cove - County of Cumberland

Scale 50 feet to an inch.



This map is to be kept free from alteration

W. H. Stoddard
I certify that the information of parties is as made in this map.

This is the plan marked "A" referred to in Notice of Resumption No. 19 of 1936.
Dated 19th September 1936.

PLAN NOT REGISTERED

I certify that this plan has been compiled from the information in

and is accurate.

H. Alchadain
Surveyor registered under Surveyors Act, 1929-49.

649103

3

21/1956/7

[Published in Government Gazette No. 77 of 1956
July, 1956.]

**METROPOLITAN WATER, SEWERAGE AND DRAINAGE
ACT, 1952-1954.**

**KARABEEK SEWER SUBMAIN.
Acquisition of Easement.**

APPLICATION by the Metropolitan Water, Sewerage and Drainage Board having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of a sewer submain, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, and by the Minister for Public Works, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1925, for the purpose aforesaid; AND IT IS HEREBY FURTHER NOTIFIED that the said easement or right is vested in The Metropolitan Water Sewerage and Drainage Board.

Dated at Sydney, this 4th day of July, 1956.

J. NORTHCOTT, Governor.

J. F. McGRATH, Minister for Public Works.

SCHEDULE.

All that piece or parcel of land containing 82 perches having frontage to Mitchell-road, in the Shire of Warrington, parish of Manly Cove, county of Cumberland and State of New South Wales, being part of the land in Certificate of Title, volume 6,768, folio 87; Commencing on an eastern alignment of Mitchell-road at a point which bears 189 degrees 30 minutes 20 seconds 108 feet 24 inches from the north-western corner of the land in Certificate of Title, volume 6,768, folio 87; and bounded thence on the north-west by a line bearing 48 degrees 05 minutes 30 seconds 206 feet 11 inches to the northern boundary of the land in the aforesaid Certificate of Title; thence on the north by part of that boundary bearing 09 degrees 37 minutes 20 seconds 70 feet 6 inches; thence on the south-east by a line bearing 348 degrees 00 minutes 30 seconds 224 feet 18 inches; thence on the south by a line bearing 279 degrees 31 minutes 20 seconds 65 feet 3 1/2 inches to an eastern alignment of Mitchell-road aforesaid; and thence on the west by part of that alignment bearing 9 degrees 30 minutes 20 seconds 6 feet 11 inches to the point of commencement.

Agrees with Gazette.

Also all that piece or parcel of land containing 7 perches situate and being as above; Commencing on an eastern alignment of Mitchell-road at a point which bears 189 degrees 30 minutes 20 seconds 86 feet 6 1/2 inches from the north-eastern corner of the land in Certificate of Title, volume 6,768, folio 87; and bounded thence on the north-west by a line bearing 68 degrees 06 minutes 30 seconds 184 feet 0 1/2 inches to the northern boundary of the land in the aforesaid Certificate of Title; thence on the north by part of that boundary bearing 09 degrees 37 minutes 20 seconds 19 feet 0 1/2 inches; thence on the south-east by a line bearing 248 degrees 05 minutes 30 seconds 208 feet 11 1/2 inches to an eastern alignment of Mitchell-road aforesaid; and thence on the west by part of that alignment bearing 9 degrees 30 minutes 20 seconds 11 feet 8 1/2 inches to the point of commencement.

Said to be in the possession of Ferris Bros, Pty, Ltd, and as shown on plan catalogued as 449,103 in the Metropolitan Water Sewerage and Drainage Board.

All bearings are relative to the Trigonomerical Meridian. (Misc. 56-2,517) (8332)

Sydney: A. H. Pettifer, Government Printer—1956.

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness: *W. J. P.*

249445

No. F G 579731

Lodged by W. R. SMOOCHY,
Solicitor,
341 Pitt Street,
SYDNEY.

Notification of Resumption.

Plan 9/1

*E.D.
W.R.
n/c.*

Particulars entered in Register Book. Vol. *7218*

Vol. *24*

n/c.

the *26th*

day of *March* 19*57*.

at *20* minutes *2*

o'clock in the *af.* noon

J. H. Pells



Registrar General.



R.P. 13
 G 805447
 New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

Fees:—
 Lodgment 2:—
 Endorsement 1:—
 Certificate 1/10—
 1/10—
 1/10—

I, THE FLETCHER CONSTRUCTION COMPANY PROPRIETARY LIMITED

(herein called transferor)

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

£ 10/- (the receipt whereof is hereby acknowledged) paid to it by **THE COUNCIL OF THE SHIRE OF WARRINGAH** a body corporate constituted under the Local Government Act, 1919 of Council Chambers Brookvale

and grant

(herein called transferee)

do hereby transfer to the said transferee **OUT OF** ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (a)			Description of Land (if part only). (b)
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part	5716	208	being all those pieces of land designated as "Proposed drainage easement 8' wide" on Plan annexed hereto.

And the transferor covenants with the transferee Full and free right and liberty for the transferee from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land and at such depths or levels below the surface thereof as the transferee shall think fit such drainage works and other works incidental thereto (all of which are included in the term "works" whenever hereinafter appearing) as in its opinion may be required for drainage purposes and to take up any such works and substitute new works in lieu thereof and for any of the purposes aforesaid to enter go return pass and repass upon along and over the said pieces of land and make and sink excavations and cuttings in and through the said pieces of land and bring and place thereon and remove therefrom such materials implements tools articles and things as the transferee shall think fit without liability to pay compensation to any person for any damage sustained to the said pieces of land through the exercise of any of the powers hereby granted to the transferee.

ENCUMBRANCES, &c. REFERRED TO.
 Reservations of mines of gold and of silver.
 Mortgage No. 8860970

Signed at **SYDNEY** the **19th** day of **SEPTEMBER** 1957
 Signed in my presence by the transferor
THE COMMON SEAL OF THE FLETCHER CONSTRUCTION COMPANY PROPRIETARY LIMITED was hereunto affixed by authority of a resolution of the Board of Directors in the presence of Two Directors.



THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF WARRINGAH was hereunto affixed in pursuance of a resolution of the Council passed on the **19th** day of **September** 1957.

I accepted and I hereby certify this Transfer to be correct in the Register of Real Property Act.

Director
Director

THIS SPACE TO BE LEFT FREE FROM NOTATION.

(Trusts must not be disclosed in the transfer.)

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

- 1. If a less estate, strike out "in fee simple" and insert the required alteration.
- 2. Full postal address of transferee must be shown.
- 3. If to two or more, state whether "as joint tenants" or "as tenants in common."

4. If all the references cannot be conveniently inserted, a form of assurance (obtainable at L.R.O.) may be added. Any assurance must be signed by the parties and their signatures witnessed.

5. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being the D.P. of" or "being the land shown in the plan annexed hereto," or "being the residue of the land in Certificate (or grant) registered Vol. No. of the L.R.O. in the name of the local council is required to a subdivision the Certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer."

6. Where the consent of the local council is required to a subdivision the Certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

- 7. State out if unnecessary, or suitably adjust.
 - (a) If any covenants are to be created or any exceptions to be made.
 - (b) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 116 of the Conveyancing Act, 1919-1953.

8. A very short note will suffice.

9. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attending witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

10. Repeat statement if summary.

11. If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor in Conveyancing, and requires any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Registrar or Commissioner (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without duress, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or his agent, as to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be crossed through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

G 805447

LODGED BY



CONSENT OF MORTGAGEE!
 (N.B.—Before execution read marginal note.)

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

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

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER <i>1/2 of Lot 11 Drangas</i>
Checked by	Particulars entered in Register Book. Volume <u>5716</u> Folio <u>20A</u>
Passed (in S.D.R.) by	<i>a</i> the <u>12th</u> day of <u>November</u> 19 <u>18</u>
Signed by	<i>[Signature]</i> Registrar-General

DOCUMENTS LODGED HERewith.	
To be filled in by person lodging dealing.	
_____	Received Docs. Nos.
_____	Receiving Clerk.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>a</i>	<u>11/6</u>
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
Vot.		Fol.

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

The fees are:—Upon lodgment (a) 1/6-0, if accompanied by the relevant title or evidence of production thereof, (b) 1/12-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/6 for each new Certificate of Title issued, (c) 10/- where the Transfer contains provisions purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/6 for each additional fee where the Certificate encloses fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Transfers in duplicate must receive separate Certificates.
 If part of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the O.S. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



PLAN FORM 2

THE SUBDIVISION shown on this plan has been approved by the Registrar-General in accordance with the provisions of the Subdivision Act 1988.



Witness by three independent Valuers:
 Valuer General
 Valuer
 Valuer

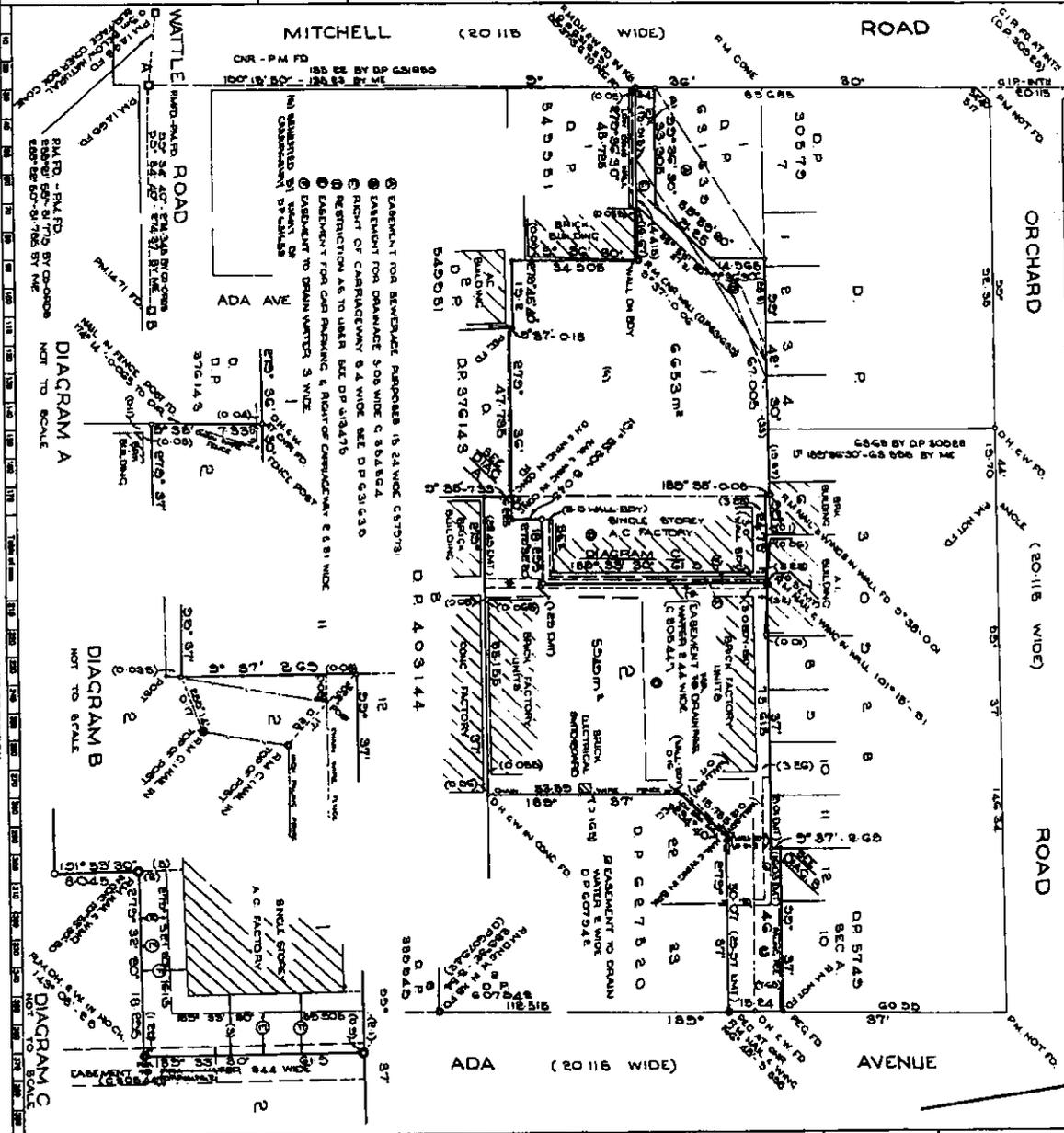
Consent of the Council:
 Council Grants Certificate
 Council Meeting: 17th April 1991
 Council Resolution: 3181
 Council Minutes: 3181

Consent of the Council:
 Council Grants Certificate
 Council Meeting: 17th April 1991
 Council Resolution: 3181
 Council Minutes: 3181

Plan Drawing only to appear in this space

MARK	EASTING	NORTHING	ZONE	ACC
PA 1458	325197.848	1682192.802	56/1	L
PA 1459	325245.456	1682101.117	56/1	L
PA 1471	325315.573	1682055.471	56/1	L

DEPARTMENT OF LANDS 28TH JULY 1985



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

DIAGRAM C
NOT TO SCALE

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 6th November, 1991



OFFICE USE ONLY

DP 812478

Registered 6-4-1991

CA 0181 OF 174-1991

Plan Name: SUBDIVISION

Lot Area: 917.928

Lot Plan Drawings: D8331238

PLAN OF SUBDIVISION OF LOT 101 IN DP 67068 AND LOT 2 IN DP 61832

Location: WARRINGAH

Suburb: BROOKVALE

Block: MANLY COVE

County: CUMBERLAND

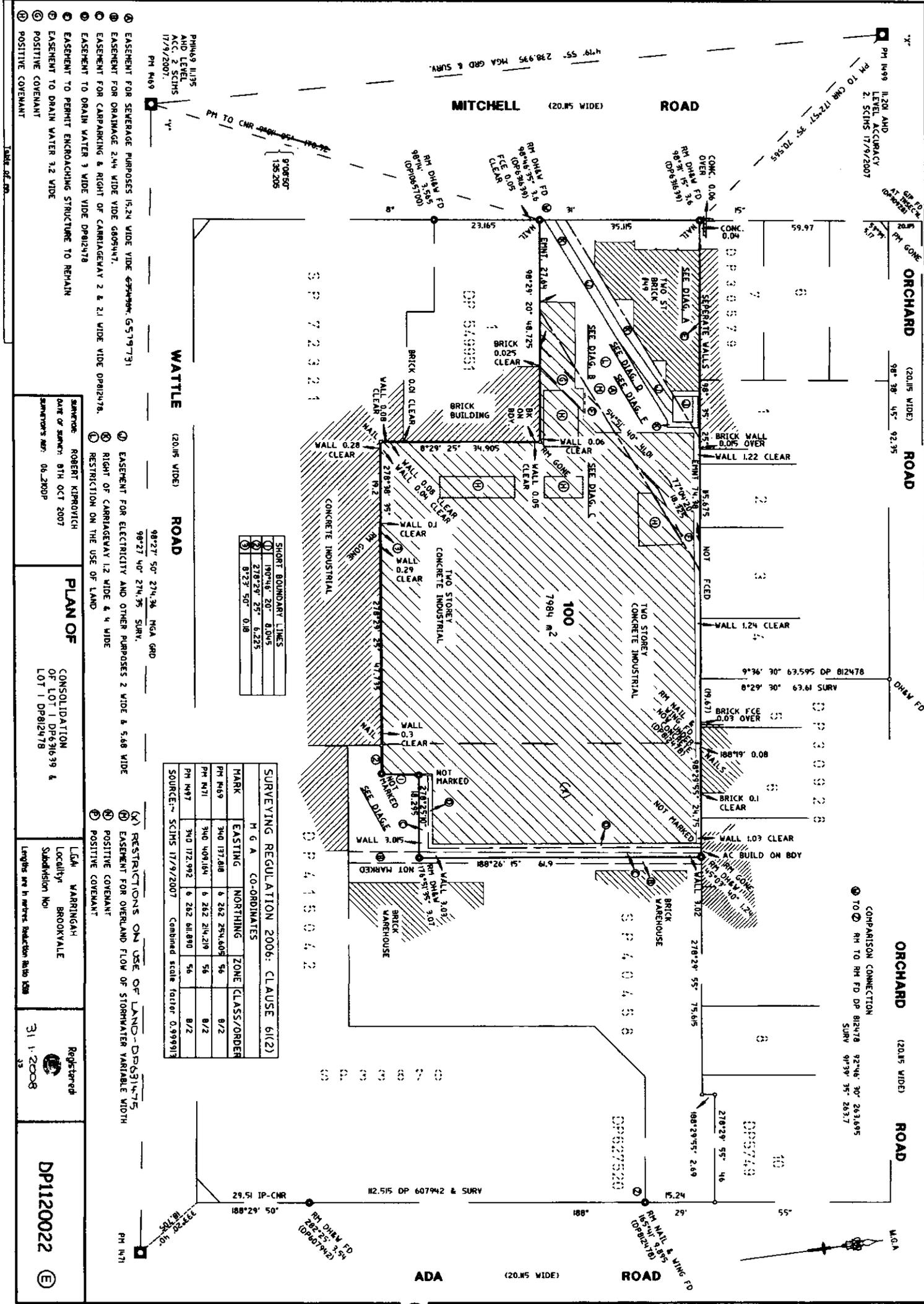
Notes:
 1. The area of the plan is 917.928 sq m.
 2. The area of the plan is 917.928 sq m.
 3. The area of the plan is 917.928 sq m.

Panel for use only (ie statements of fact and easements) to be attached to the plan as a separate sheet of paper.

Part used in preparation of: any certificate
 DP 631633
 DP 631634
 DP 631635
 DP 631636
 DP 631637
 DP 631638

Panel for use only (ie statements of fact and easements) to be attached to the plan as a separate sheet of paper.

Part used in preparation of: any certificate
 DP 631633
 DP 631634
 DP 631635
 DP 631636
 DP 631637
 DP 631638



- ① PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007
- ② PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007
- ③ PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007
- ④ PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007
- ⑤ PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007
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- ⑦ PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007
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- ㊿ PH 1469 11201 AND LEVEL ACCURACY 2. SCIMS 17/9/2007

- ① EASEMENT FOR SEWERAGE PURPOSES 15.24 VIDE VIDE 639994. G5719731
- ② EASEMENT FOR ORAINAGE 2.44 VIDE VIDE 6005447.
- ③ EASEMENT FOR CARPARKING & RIGHT OF CARRIAGEWAY 2 & 2.1 VIDE VIDE 0912478.
- ④ EASEMENT TO DRAIN WATER 3 VIDE VIDE 0912478
- ⑤ EASEMENT TO PERMIT ENCRDACHING STRUCTURE TO REMAIN
- ⑥ EASEMENT TO DRAIN WATER 3.2 VIDE VIDE
- ⑦ POSITIVE COVENANT
- ⑧ POSITIVE COVENANT
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- ① RESTRICTIONS ON USE OF LAND- DP631475
- ② EASEMENT FOR OVERLAND FLOW OF STORMWATER VARIABLE WIDTH
- ③ POSITIVE COVENANT
- ④ POSITIVE COVENANT
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PLAN OF CONSOLIDATION OF LOT 1 DP631639 & LOT 1 DP812478

DATE OF SURVEY: 07H OCT 2007
 SURVEYOR'S REF: 06-2800P

LOCALITY: WARRINGAH BROOKVALE

Registered 31/1/2008

DP1120022

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

DP1120022

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

Registered:  31.1.2008 JS
Title System: TORRENS
Purpose: CONSOLIDATION

1. EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN (E)
2. EASEMENT TO DRAIN WATER 3.2 WIDE (F)
3. POSITIVE COVENANT (G)
4. POSITIVE COVENANT (H)
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE & 5.68 WIDE (J)
6. RIGHT OF CARRIAGEWAY 1.2 WIDE & 4 WIDE (K)
7. RESTRICTION ON THE USE OF LAND (L)
8. EASEMENT FOR OVERLAND FLOW OF STORMWATER VARIABLE WIDTH (M)
9. POSITIVE COVENANT (N)
10. POSITIVE COVENANT (P)

PLAN OF

CONSOLIDATION OF LOT 1 DP631639 & LOT 1 DP812478

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

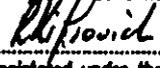
L G A WARRINGAH
Locality: BROOKVALE
Parish: MANLY COVE
County: CUMBERLAND

Surveying Regulation 2006

I, ROBERT KIPROVICH
KIPROVICH & ASSOCIATES PTY LTD
144 ANZAC AVE COLLAROY NSW 2097
of

a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on 21.10.2007
The survey relates to LOT 100

(specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature)  Dated: 8-10-07
Surveyor registered under the Surveying Act, 2002

Datum Line: "x" - "y"
Zone: Urban/~~Rural~~ INDUSTRIAL

Crown Lands NSW/Western Lands Office Approval

I, _____ in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown hereon have been given
Signature : _____
Date : _____
File Number : _____
Office : _____

Subdivision Certificate

I hereby certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed CONSOLIDATION set out herein
(insert "subdivision" or "new road")

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: WARRINGAH COUNCIL
Date of endorsement: 19-11-2007
Accreditation no : _____
Subdivision Certificate no : 10684
File no: S.D. 9656

Plans used in preparation of survey/compilation.

DP812478, DP631639, DPI065700, DP30579, DP30928, DP613475, SP21654 & DP549951

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 06_210DP

*OFFICE USE ONLY

* Delete whichever is inapplicable

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
 CONSOLIDATION
 OF LOT 1 DP631639 &
 LOT 1 DP812478

DP1120022
 Registered:  31.1.2008

Subdivision Certificate No: _____ Date of Endorsement: _____

- IT IS INTENDED TO RELEASE:-
- EASEMENT TO DRAIN WATER
3.05 WIDE
 - RIGHT OF CARRIAGEWAY 1.1 WIDE
 - RIGHT OF CARRIAGEWAY 5.4 WIDE

Allan Grigor *Vigen Grigor*

Anthony J Haggarty
 ANTHONY J HAGGARTY
 SOLE DIRECTOR
 RENEWCO PTY LTD

WARRINGAH COUNCIL
[Signature]
 Authorised Person

[Signature]

Signed, sealed and delivered
 on behalf of Alka Managed
 Investments Limited ABN
 58 101 402 635 by its attorney
 under power of attorney
 registered book 4500 no 750
 in the presence of

Certified correct for the purposes
 of the Real Property Act 1936 by the
 Bank Signed by Kamran Yousef
 as attorney for Westpac Banking
 Corporation under power of attorney
 Book 4299 No. 332

William Rusk
 WILLIAM RUSK
 SOLE DIRECTOR
 MITCHELL DEVELOPMENTS PTY. LTD

[Signature]
 (Signature) List Three Attorney

By executing this instrument the
 attorney states that the attorney has
 received no notice of the revocation of
 the power of attorney

EXECUTED by BANK OF
 WESTERN AUSTRALIA LTD.
 A.C.N. 050 494 454 by its Attorneys:
 and
 Its duly constituted Attorneys
 under Power of Attorney
 No. 4205 958 dated 10th
 April 2001 who at the date
 hereof had no notice of revocation
 of such Power of Attorney
 in the presence of
[Signature]
 An Officer of the Bank

) BANK OF WESTERN AUSTRALIA LTD
) by its Attorneys:
)
) *[Signature]*
) Signature
)
) LOUISE LESTER - ASSOCIATE DIRECTOR
) Name and Title (please print)

I certify that the attorney for the Bank
 with whom I am personally
 acquainted or as to whose identity
 I am otherwise satisfied. Signed this
 instrument in my presence.

Signature of Witness: *[Signature]*
 Name of Witness: Andrew Buon
 Address of Witness: 16 My street
 Cronulla NSW
 2230

OFFICE USE ONLY

Lodger Details

Lodger Code 505127H
Name BANNERMANS, LAWYERS
Address SE 702, 2 ELIZABETH PLZA
NORTH SYDNEY 2060
Lodger Box 1W
Email MJENKINS@BANNERMANS.COM.AU
Reference 14810

Land Registry Document Identification

AR646727

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/SP80145	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP80145
Other legal entity

Meeting Date

30/07/2021

Repealed by-law No.

Details N/A

Added by-law No.

Details By-law 30.7
By law 30.8

Amended by-law No.

Details N/A

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

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. SP80145
Signer Name MATTHEW STUART JENKINS
Signer Organisation DAVID SUTHERLAND BANNERMAN
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/11/2021

Consolidated List of By-Laws for Strata Plan 80145

1 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.

2 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.

3 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 prior written approval of the owners corporation.
- (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 sign to advertise the activities of the occupier of the lot, or
 - (d) 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 or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, 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 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 or sign referred to in clause (3) that forms part of the common property and that services the lot.

4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5 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.

6 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 written approval of the owners corporation.

7 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

8 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 any thing 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 must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(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.

9 Appearance of lot

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

10 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).

11 Preservation of fire safety

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

12 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

13 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) cleaning,
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) 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.

14 Signage

- 14.1 Each Owner ("Owner") for the time being of a lot in the strata scheme is entitled to the exclusive use and enjoyment of that part of the outside of the common property wall at the front of their lot as has been provided to install a sign to be used in connection with the business carried on from their lot in accordance with the provisions of this By-Law 14.
- 14.2 Prior to installing, maintaining or removing any sign the owner or its nominee must obtain:
- (a) All necessary consents, permits or approvals from the local council and or any other relevant consent authority and submit a copy of such consents, permits or approvals to the Owners Corporation;
 - (b) Written approval from the Owners Corporation of the sign and the location in which the sign is to be erected;
 - (c) Appropriate all risk and workers compensation insurance to cover the Owners Corporation against any claim, potential claim of action by any person involved in the installation, maintenance or removal of a sign.
- 14.3 The Owner must install the sign in a proper and workmanlike manner and in accordance with consents, permits and approvals referred to in By-Law 14.2.
- 14.4 The Owner shall be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair that part of the common property used by the Owner in connection with this By-Law 14.
- 14.5 Each Owner will indemnify the owners for the time being of all other lots and the Owners Corporation against any claim or action arising from the rights granted by this By-Law.

15 Storage Outside Lots

- 15.1 No pallets, waste, stock, materials, goods, derelict motor vehicles or unregistered motor vehicles shall be stored or left outside any lot or in any parking space which forms part of a lot or on the common property.

16 Restrictions on Use

- 16.1 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 activity may be conducted on a lot or common property only during certain times; and
 - (b) That facilities situated on the common property may be used only during certain times or on certain conditions.
- 16.2 An Owner or occupier of a lot must comply with a determination referred to in By-Law 16.1.
- 16.3 Motor vehicle parking spaces may only be used for sole purpose of parking of vehicles and, for the avoidance of doubt, must not be used for the storage of any goods, materials or containers.

17 Noise

17.1 An Owner or occupier of a lot must ensure that any noise emanating from their lot or from any plant or machinery within their lot complies with any standards or conditions which are:

- (a) Specified from time to time by the local council, Environmental Protection Authority or any other relevant authority;
- (b) Required pursuant to the Protection of the Environment Operations Act 1997 and the regulations under that Act.

17.2 An Owner or occupier of a lot must not install or operate any device, plant, machinery or equipment on, from or near a lot or the common property which causes or permits the emission or sound onto any public place or nearby area without the prior written consent of the local council, owners corporation and any other relevant statutory authority.

18. Damage to Common Property

18.1 The Owner, mortgagee or covenant charge in possession, lessee or occupier of a lot must immediately upon written notice from the Owners Corporation carry out any work necessary:

- (a) To repair damage to the common property caused or contributed to by the Owner or occupier of a lot or their servants, agents, employees, contractors, subcontractors or invitees;
- (b) To abate any nuisance hazard from their lot;
- (c) To prevent any interference with the use of another lot or the common property by the Owner or occupier of a lot or their servants, agents, employees, contractors, subcontractors or invitees;
- (d) To comply with the Strata Schemes Management Act and the regulations made under that Act;
- (e) To comply with these By-Laws and any other By-Laws made by the Owners Corporation from time to time.

19 Loadings

19.1 The Following floor loadings apply to the lots and common property of the strata scheme:

Lower Level (being Lots 4 to 33)

- Floor Slab
- Concrete slab on ground
- Live Load 12 KPA

Upper Level (being Lots 34-61)

- Suspended Floor
- Live Load Units12 KPA
- Live Load Access ways.....12 KPA
- Live Load Ramp.....12 KPA

Mezzanine Floor - Office Areas

- Reinforced concrete slab

- Live Load 3 KPA

External Pavement

- Live Load 12 KPA

Refurbishment of Existing Front Building (being Lots 1,2 and 3)

- Live Load 5 KPA

19.2 The Owner or occupier of each lot shall comply with floor loadings referred to in By-Law 19.1

19.3 Racking layouts and loadings for each lot must be submitted by the owner to the Owners Corporation and any structural engineer appointed by the Owners Corporation for approval prior to their installation.

19.4 Vehicles shall have a maximum wheel load of 4800 kg.

19.5 The Owner or occupier of each lot must not place any load on, nor store any goods on the bathroom roof, nor any concrete ledge or shelf above any entry door or the like within the unit.

20 Structural Restrictions

20.1 The following structural restrictions apply to the lots and common property of the strata scheme:

- (a) **Walls and Columns:** All concrete walls and columns are load bearing and must not be drilled, cut or penetrated, under any circumstances, without the approval of the Owners Corporation and any structural engineer appointed by the Owners Corporation.
- (b) **Ground Floor Slabs:** The ground floor slab is a load bearing raft slab and must not be drilled, cut or penetrated, under any circumstances, without the approval of the Owners Corporation and any structural engineer appointed by the Owners Corporation.
- (c) **First Floor Slabs:** The first floor slab is a suspended pre-stressed (post tensioned) slab and must not be drilled out or penetrated, under any circumstances, without the approval of the Owners Corporation and any structural engineer appointed by the Owners Corporation.

21 Access

21.1 Every Owner and occupier of a lot must permit access, at reasonable times and on reasonable notice, to any consultant or tradesperson nominated by the Owners Corporation, for the purposes of checking, maintaining and repairing any services.

22 Air Conditioning

22.1 Any air-conditioning installed by or on behalf of any Owner or occupier must be in the same style as the air-conditioning already installed as at the date of creation of this strata scheme. Approval to install any air-conditioning system is to be submitted / approved by the Owners Corporation.

23 Occupational Health & Safety

23.1 The executive committee will, each year and at the expense of the Owners Corporation, instruct a suitably qualified person to carry out an inspection of the common property for the purposes of ensuring that it is fully compliant with the *Occupational Health and Safety Regulation 2001*.

24 Internal Fit-out

- (a) No Owner or occupier of a lot shall install or construct or permit to remain any partitioning or other fit-out in a lot unless it complies in all respects with the Building Code of Australia (BCA) including, without limitation, the installation of any additional smoke detectors required by the BCA.
- (b) The Owner of any lot in which partitioning has been installed must, on request by the owners corporation, provide a certificate by a suitably qualified fire safety consultant that the lot with the partitioning installed complies with the BCA regarding smoke detectors.

25 Access for inspection for fire safety certification

- 25.1 The Owner and occupier of a lot must on reasonable notice by the Owners Corporation provide access to the lot for the purposes of a fire safety inspection by a suitably qualified fire safety consultant or by any competent authority in connection with the obtaining of an annual fire safety certificate in respect of the building or any other purpose related to fire safety.

26 Signage

- 26.1 The Owner for the time being of a lot 43 may, at its own cost and subject to any required approval, install and maintain signage (Sign) on the part of the external western wall of lot 43 of the building (that is, the wall facing Mitchell Street) agreed between the lot 43 Owner and the Owners Corporation, subject to the following:
- (a) There can be two signs, one being no more than 4m wide and 1.5m high and the other being no more than 4m wide and 0.75m high;
 - (b) The content of the sign must not be offensive in any way;
 - (c) The Owner for the time being of lot 43 is liable for all damage to the common property, any other property and harm to any person in any way caused or contributed to the Sign.

27 Graffiti

- 27.1 The Owners Corporation will, at its cost remove and/or clean all graffiti from the northern and eastern external wall of property known as 53 Mitchell Rd, Brookvale which abut the boundary of the Property.

28 Exclusive use for car spaces and Special Privileges for Lots 1, 2, 3, 33, 52, 53, 54, 55, 56, 57, 58, 59 & 60

- 28.1 This is an exclusive use By-Law. The Owner's Corporation may amend or cancel it only by special resolution and the with written consent of the Owner of each lot which benefits from the exclusive use By-Law.
- 28.2 To more fairly apportion the costs for maintaining, repairing and replacing common property, the exclusive use By-Laws make a Owner responsible for the common property of which he exclusively uses or has the benefit.
- 28.3 The Owner of each lot which has the benefit of an exclusive use By-Law may allow the occupier of his lot to exercise the rights of the Owner under the exclusive use By-Law. However, the Owner remains responsible to the Owner's Corporation and, where appropriate, government agencies to comply with the obligations of the Owner under the exclusive use By-Law.

- 28.4 The Owner of each lot which has the benefit of an exclusive use By-Law must repair damage caused by exercising rights under the exclusive use By-Law to common property or the property of another Owner or occupier.
- 28.5 The Owner of each lot which has the benefit of an exclusive use By-Law indemnifies the Owner's Corporation against all liability and claims caused by exercising right under the exclusive By-Law.
- 28.6 In addition to his obligations under any specific exclusive use By-Law, the Owner of each lot which has benefit of an exclusive use By-Law must reimburse the Owner's Corporation for any increased premium incurred for an insurance policy of the Owner's Corporation caused as a result of the exercise of the Owner's rights under the By-Law.
- 28.7 The Owner of Lots 33, 52, 53, 55, 56, 57, 58, 59 & 60 has:
- (a) Exclusive use of that part of the common property immediately adjacent to that lot on the plan annexed and marked "A"
 - (b) The special privilege to park a motor vehicle on each car space of common property the subject of this exclusive use By-Law.
- 28.8 The Owners of Lots 1, 2 and 3 set out in the First Column below have exclusive use of the part of the common property marked with each of the letters next to that lot set out below in the Second Column and as marked in the plan attached and marked "A"

First Column	Second Column
Lot 1	"A"
Lot 2	"B"
Lot 3	"C"

- 28.9 Each of the Owners of Lots 1,2 and 3 are only able to exercise their rights under this exclusive use By-Law subject to the positive covenants, easements and restrictions on the use of the common property.
- 28.10 The Owners of a lot must operate, maintain, repair and, where necessary, replace the common property the subject of the exclusive use By-Law 28.
- 28.11 The Owner of a lot must, at the cost of the Owner:
- (a) Use Contractors approved by the Owner's Corporation to maintain, repair and replace the common property the subject of the exclusive use By-Law 28; and
 - (b) Comply with the requirements of government agencies about the use of the common property the subject of the exclusive use By-Law 28.
- 29 Exclusive use and Special Privileges for Lots 1, 2 & 3**
- 29.1 This is an exclusive use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each lot which benefits from the exclusive use By-Law.
- 29.2 Notwithstanding, this exclusive use By-Law for Lots 1, 2 and 3, the Owners Corporation shall remain responsible for maintaining, repairing and replacing the common property which is the subject of this exclusive use By-Law.

- 29.3 The Owner of each lot benefited by this exclusive use By-Law grants to the Owners Corporation or its authorised representatives, tradesman and consultants licence at any time to enter upon that part of the common property the subject of this exclusive use By-Law for the purposes of maintaining, repairing and replacing the common property the subject of this exclusive use By-Law as determined by the Owner's Corporation from time to time.
- 29.4 The Owner of each lot which has the benefit of an exclusive use By-Law may allow the occupier of his lot to exercise the rights of the Owner under the exclusive use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, government agencies to comply with the obligations of the Owner under the exclusive use By-Law.
- 29.5 The Owner of a lot which has the benefit of an exclusive use By-Law must repair damage caused by exercising rights under the exclusive use By-Law to common property or the property of another Owner or occupier.
- 29.6 The Owner of each lot which has the benefit of an exclusive use By-Law indemnifies the Owners Corporation against all liability an claims caused by exercising rights under the exclusive use By-Law.
- 29.7 In addition to his obligations under any specific exclusive use By-Law, the Owner of each lot which has the benefit of an exclusive use By-Law must reimburse the Owners Corporation for any increased premium incurred for an insurance policy of the Owner's Corporation caused as a result of the exercise of the Owner's rights under the By-Law
- 29.8 The Owner of each lot set out in the first column below has exclusive use of that part of the common property the letter of which is set out in second column below and as marked in the plan annexed and marked "B"

First Column

1

2

3

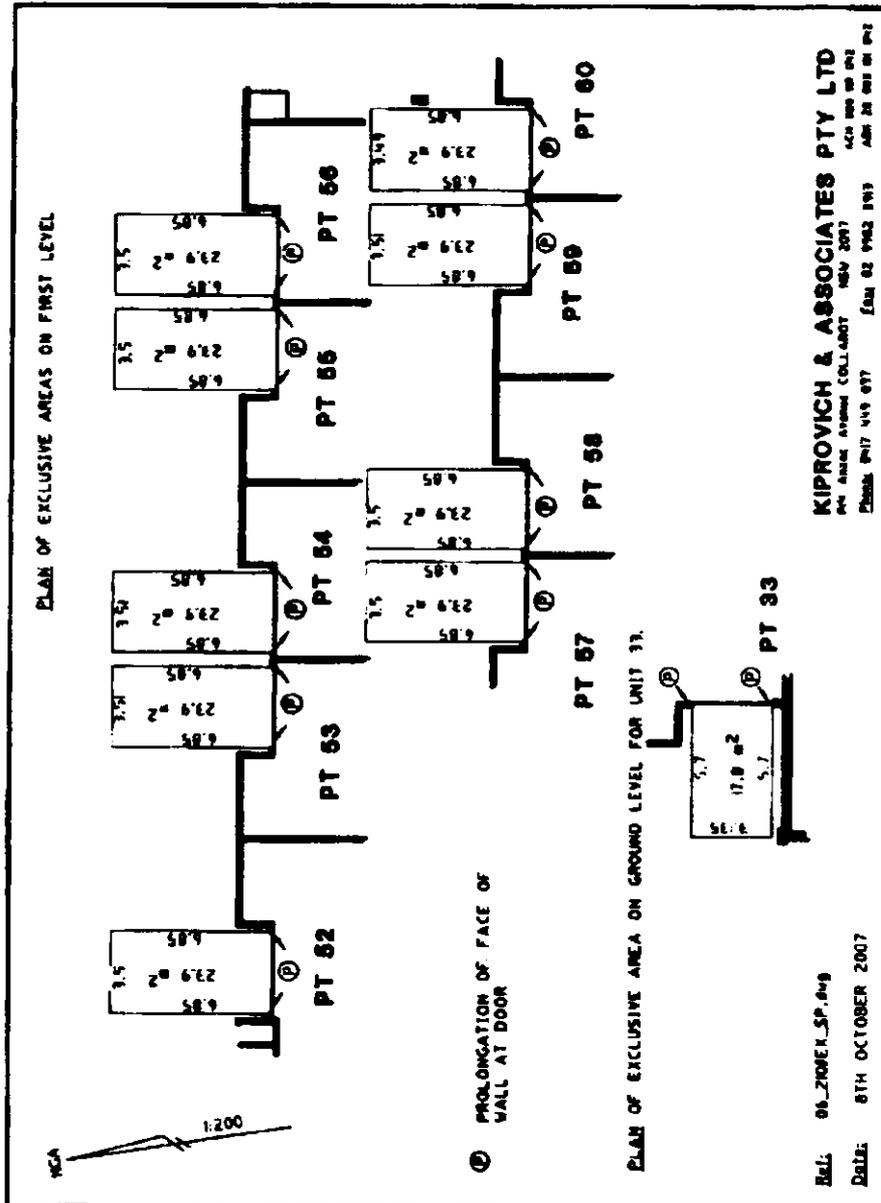
Second Column

"X"

"Y"

"Z"

" A " SP80145

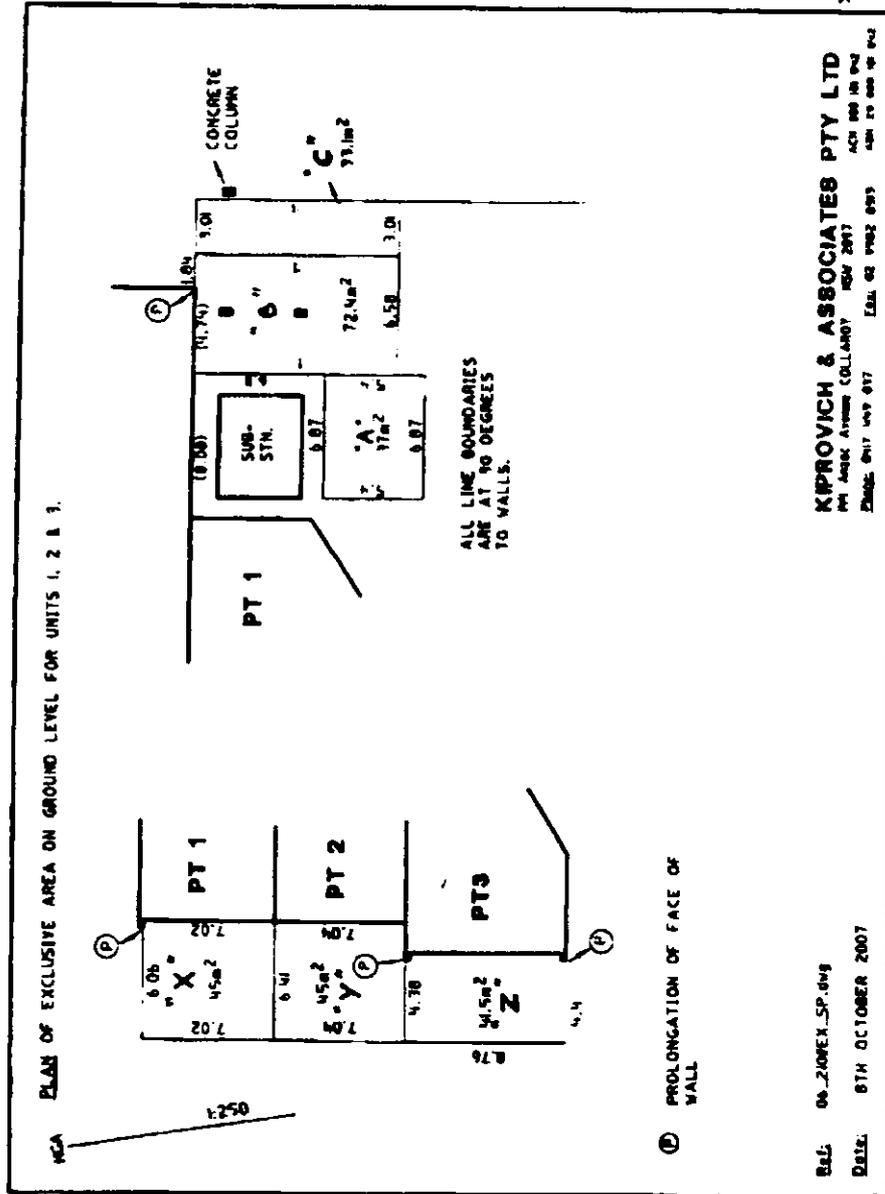


KIPROVICH & ASSOCIATES PTY LTD
 100 BIRCH AVENUE COLLINGWOOD NSW 2047
 Phone 0017 445 077 Email 02 9432 1919
 Fax 02 9432 0142

Rev: 06_ZONEK.SP.049
 Date: 08TH OCTOBER 2007

Sheet 10 of 12 sheets

SP80145



Sheet 4 of 12 Plans

30. High Water Float Switch and Flood Protection Measures Obligations for Lots 1, 2 & 3

- 30.1 The Owners Corporation shall be responsible for maintaining, repairing and replacing the High Water Float Switch which is the subject of this By-Law.
- 30.2 The Owner of Lots 1, 2 and 3 shall ensure that they, their Lessee's, occupiers, guests and/or invitees observe the Flood Protection Measures upon Activation.
- 30.3 The Owners of Lots 1, 2 and 3 acknowledge and agree that the Flood Protection Measures are only designed to mitigate and reduce the risk of flooding to Lots 1, 2 and 3 and to enhance the safety of any occupants of Lots 1, 2 and 3.
- 30.4 For the purposes of this By-Law number 30 the following words have the following meanings:

"Activation" means the flashing light mounted in pit one in the new Council storm water pipe easement which is visible from Lots 1, 2 and 3 and will flash/activate when water rises to a level 200mm below the crown of the new 1,200 diameter storm water pipe;

"Flood Protection Measures" means:

- (a) Ensure all non-essential personnel are evacuated from the Lot to safe high ground;
- (b) Install the door and roller shutter doorway barriers as supplied to the Owner of the respective Lot in accordance with installation procedures provided and updated from time to time by the Owner's Corporation or Strata Manager;
- (c) Install Floor Waste covers to prevent sewer back flow;
- (d) Relocate all vulnerable contents to 900mm above ground floor being RL11.3;
- (e) Switch off all electrical, power and gas at the mains supply.

"High Water Float Switch" means the high water float switch installed in pit one in the storm water easement having the capacity to detect water at a level of 200mm below the crown of the new 1.200 diameter storm water pipe installed on the common property;

30.5 Roller Door – Exclusive Use Rights (Special By-Law 1)

- 1.1 The owner of each lot shall have the exclusive use rights to the roller door which services his/her/their lot.
- 1.2 Each lot owner shall be responsible for the maintenance, repair and replacement of the roller door which services his/her/their lot provided that the owners Corporation may by written notice to the owner of a lot require the owner of that lot to maintain, repair and replace a roller door if the appearance of the roller door has fallen into such disrepair that it detracts from the overall appearance and standard of other roller doors in the Strata Plan in the reasonable opinion of the Owners Corporation.
- 1.3 Notwithstanding By-Law 1.2, each owner shall seek approval from the Owners Corporation in respect to any replacement of the roller door or any other works altering the appearance of the roller door which shall be in keeping with the standard of other roller doors in the Strata Plan.

30.6 Precluded Use (Special By-Law 2)

That the operation of heavy Metal Fabrication is precluded from operation or occupation within the Major Mitchell Industrial Estate.

30.7 Parking of Vehicles (Special By-Law 3)

The Owners of Strata Plan 80145 (incorporating SP 81913) SPECIFICALLY RESOLVE pursuant to section 47 of the Strata Schemes Management Act 1996 to make a by-law adding to the By-Laws applicable to the strata scheme, for the purpose of the control, management, administration, use and enjoyment of the lots or the lots and common property.

1. The owner or occupier of a Lot must not cause or permit any employee, tenant, contractor, tradesperson, removalist or the like to:
 - a. Park, stand or leave a motor vehicle unattended on common property except for the express purpose of timely loading and unloading of goods from the lot owners premises.
 - b. Park or stand a motor vehicle or other vehicle upon Disabled Car spaces
 - c. Park or stand a motor vehicle or other vehicle on another Lot owners lot
 - d. Repair a motor vehicle or other vehicle upon the Disabled Car Spaces or a Lot belonging to another owner without the prior written approval of the owners corporation / lot owner.
2. In addition to the powers, authorities duties and functions covered by or impose on it pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to carparking in the Scheme, such powers to be specifically delegated and passed on in each successive year to those members duly elected to the Strata Committee, namely, the power to apply warning sticker on any offending vehicle be it an owner's, occupiers or visitor vehicle parked or left in contravention of this by-law.

30.8 Lot 3 Works (Special By-Law 4)

Purpose of By-Law

- 1) This Common Property Rights By-Law confers on the Owner Special Privileges to perform Works on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Common Property Rights By-Law.

Defined Terms and Interpretation

- 2) "Act" is the Strata Schemes Management Act 2015
- 3) "Lot" is Lot 3 on the strata scheme.
- 4) "Owner" means the owner or owners of the Lot from time to time on strata plan no. 80145.
- 5) "Cosmetic Works" means aesthetic works as defined in section 109 of the Act and under any relevant by-law applicable to the scheme, which affect common property and do not require the consent of the Owners Corporation.

- 6) "Minor Renovations" means work items as defined in section 110 of the Act, under Regulation 28 of the *Strata Schemes Management Regulations 2016* and pursuant to any Minor Renovations By-Law applicable to the Scheme
- 7) "Special Privileges" means the privilege to alter and add to the common property by performing Works that affect the common property, which include Cosmetic Works and/or Minor Renovations.
- 8) "Works" means the alterations and additions, including Minor Renovations, performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and in accordance with the **Painting Proposed Plans**, annexed to this by-law and marked "Annexure A".
 - i. **External Finishes of the lot:** replace the current external finished of the lot as per option 1 in the annexed plans.
- 9) **In this Common Property by-law, unless the context otherwise requires:**
 - a) Headings do not affect the interpretation of this Common Property Rights By-law;
 - b) Words importing the singular include the plural and vice versa;
 - c) Words importing a gender include any gender;
 - d) Words defined in the Act have the meaning given to them in the Act; and
 - e) References to legislation includes references to amending and replacing legislation.
- 10) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

Grant of Special Privileges

- 11) On the conditions set out in this Common Property By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

CONDITIONS

Planning, Approvals and Certificates

- 12) The Owner must, if required by law, obtain written approval for the Works from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* and any other relevant statutory authority whose requirements apply to performance of the Works.
- 13) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4A of the *Environmental Planning and Assessment Act 1979* and any other documents or certificates which are required to permit the Works prior to commencement, providing those documents or certificates to the Owners Corporation.

Carrying out the Works

Hours of Works

- 14) The Owner must perform the Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

General Conditions

15) When performing the Works, the Owner must:

- a) Ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant)
- b) Ensure that duly licensed and insured contractors complete the Works in a proper and workmanlike manner.
- c) Must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- d) Ensure the Works be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.
- e) Keep all areas of the building outside their Lot reasonably clean and tidy throughout the performance of the Works.
- f) Ensure that the corridor serving the Lot is protected from damage for the duration of the Works.
- g) Repair promptly any damage caused or contributed to by Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

After Completion of the Works

16) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works.

Owner's Enduring Obligations

Maintenance and Repair

17) The Owner must, at the Owner's expense:

- a) Properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- b) Properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

18) If the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.

Liability and Indemnity

19) The Owner indemnifies the Owners Corporation against –

- a) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
- b) Any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Works; and
- c) Any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

20) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to

maintain, renew, replace or repair the Works performed under this Common Property Rights By-law.

Repair of Damage

- 21) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.
- 22) Any loss and damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-Law

- 23) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

- 24) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Common Property Rights By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Common Property rights By-law until such time as the Owner pays those costs.

ANNEXURE A

Paint Proposal

OPTION 1



OPTION 2



Front of building painted Matt Black. All windows and doors to remain the same. Paint would only replace existing deep Red colour as shown above. Existing signage on building side stays untouched.

Front level 1 windows and doors to be frosted in semi opaque vinyl for security/privacy.

Proposal to paint front small garden walls leading to front door to black, street facing garden walls to remain existing colour to match the block.

A handwritten signature in blue ink, appearing to be 'A. J. ...'.

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 80145 was affixed on ^ 19 Nov 2021 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: [Signature] Name: William Ryder Authority: Licensed - BRIDGE Real Estate
under Delegated Authority

Signature: Name: Authority:

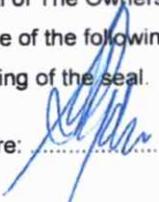
^ Insert appropriate date
* Strike through if inapplicable.



Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 80145 was affixed on [^] 19 Nov 2021 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: William RYDER Authority: Licensed - BRIDGE Real Estate UNDER DELEGATED AUTHORITY

Signature: Name: Authority:

[^] Insert appropriate date

ZONING CERTIFICATE



Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 21/0590
Date: 24/12/2021
Certificate No. ePLC2021/10049

Address of Property: 33/49-51 Mitchell Road BROOKVALE NSW 2100
Description of Property: Lot 33 SP 80145

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Koala Habitat Protection) 2019
State Environmental Planning Policy (Housing) 2021
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)
Draft Design and Place State Environmental Planning Policy (DP SEPP) 2021

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Alambie Heights)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023.

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019, 29 September 2020

Gateway Determination: 21 February 2021

Planning Proposal - Pittwater Road and Albert Street, Narrabeen

Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

Outline: Amends WLEP 2011 to:

- Amend Warringah LEP 2011 Height of Buildings Map from 8.5m to 12m at 1298 and 1300 Pittwater Rd and from 8.5 to 11m at 1294, 1296 Pittwater Road and 4 Albert St Narrabeen.
- Amend Schedule 1 to allow 'medical centre', 'commercial premises' and 'shop top housing' as additional permitted uses at 1298 and 1300 Pittwater Rd Narrabeen.
- To implement Council's adopted Affordable Housing Contributions Scheme and to amend Warringah DCP 2011 for the subject site. at 2 Albert Street and 1294 Pittwater Road Narrabeen

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To enable a range of compatible community and leisure uses.
- To maintain the industrial character of the land in landscaped settings.

2 Permitted without consent

Nil

3 Permitted with consent

Boat building and repair facilities; Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Liquid fuel depots; Neighbourhood shops; Places of public worship; Roads; Storage premises; Take away food and drink premises; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Function centres; Health services

facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Wharf or boating facilities

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

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4. 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011 (WLEP 2011)*. Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

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

Nil

7A. Flood related development control Information

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

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

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

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

ePLC2021/10049

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

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

Company Title Subdivision

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

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

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

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

Outline: Amends WLEP 2000 and WLEP 2011 to:

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

Council resolution: 24 February 2015

Additional Information Applying To The Land

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

Nil

General Information

Threatened Species

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

Potential threatened species could include:

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

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

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

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

Aboriginal Heritage

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

Coastal Erosion

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

information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer
24/12/2021



Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 21/0590
Date: 24/12/2021
Certificate No. ePLC2021/10049

Address of Property: 33/49-51 Mitchell Road BROOKVALE NSW 2100
Description of Property: Lot 33 SP 80145

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Koala Habitat Protection) 2019
State Environmental Planning Policy (Housing) 2021
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)
Draft Design and Place State Environmental Planning Policy (DP SEPP) 2021

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023.

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019, 29 September 2020

Gateway Determination: 21 February 2021

Planning Proposal - Pittwater Road and Albert Street, Narrabeen

Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

Outline: Amends WLEP 2011 to:

- Amend Warringah LEP 2011 Height of Buildings Map from 8.5m to 12m at 1298 and 1300 Pittwater Rd and from 8.5 to 11m at 1294, 1296 Pittwater Road and 4 Albert St Narrabeen.
- Amend Schedule 1 to allow 'medical centre', 'commercial premises' and 'shop top housing' as additional permitted uses at 1298 and 1300 Pittwater Rd Narrabeen.
- To implement Council's adopted Affordable Housing Contributions Scheme and to amend Warringah DCP 2011 for the subject site. at 2 Albert Street and 1294 Pittwater Road Narrabeen

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To enable a range of compatible community and leisure uses.
- To maintain the industrial character of the land in landscaped settings.

2 Permitted without consent

Nil

3 Permitted with consent

Boat building and repair facilities; Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Liquid fuel depots; Neighbourhood shops; Places of public worship; Roads; Storage premises; Take away food and drink premises; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Function centres; Health services

facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Wharf or boating facilities

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

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011 (WLEP 2011)*. Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

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

Nil

7A. Flood related development control information

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

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

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

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

ePLC2021/10049

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

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

Company Title Subdivision

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

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

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

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

Outline: Amends WLEP 2000 and WLEP 2011 to:

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

Council resolution: 24 February 2015

Additional Information Applying To The Land

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

Nil

General Information

Threatened Species

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

Potential threatened species could include:

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

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

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

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Aboriginal Heritage

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

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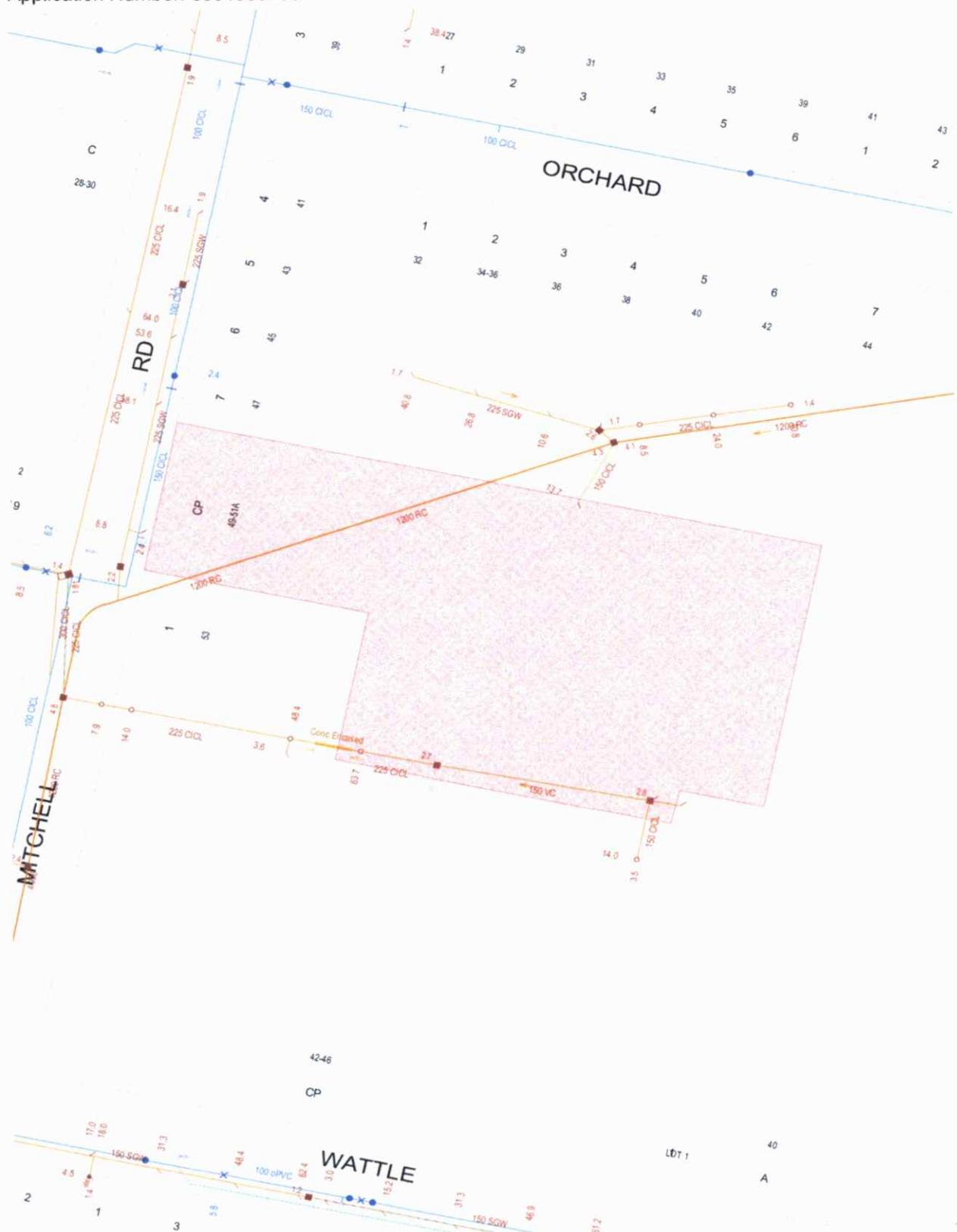
information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer
24/12/2021

SEWERAGE INFRASTRUCTURE
LOCATION DIAGRAM

Service Location Print
Application Number: 8001339795



Document generated at 24-12-2021 10:00:11 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			

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Pipe Types

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

Further Information

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

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

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

Disclaimer

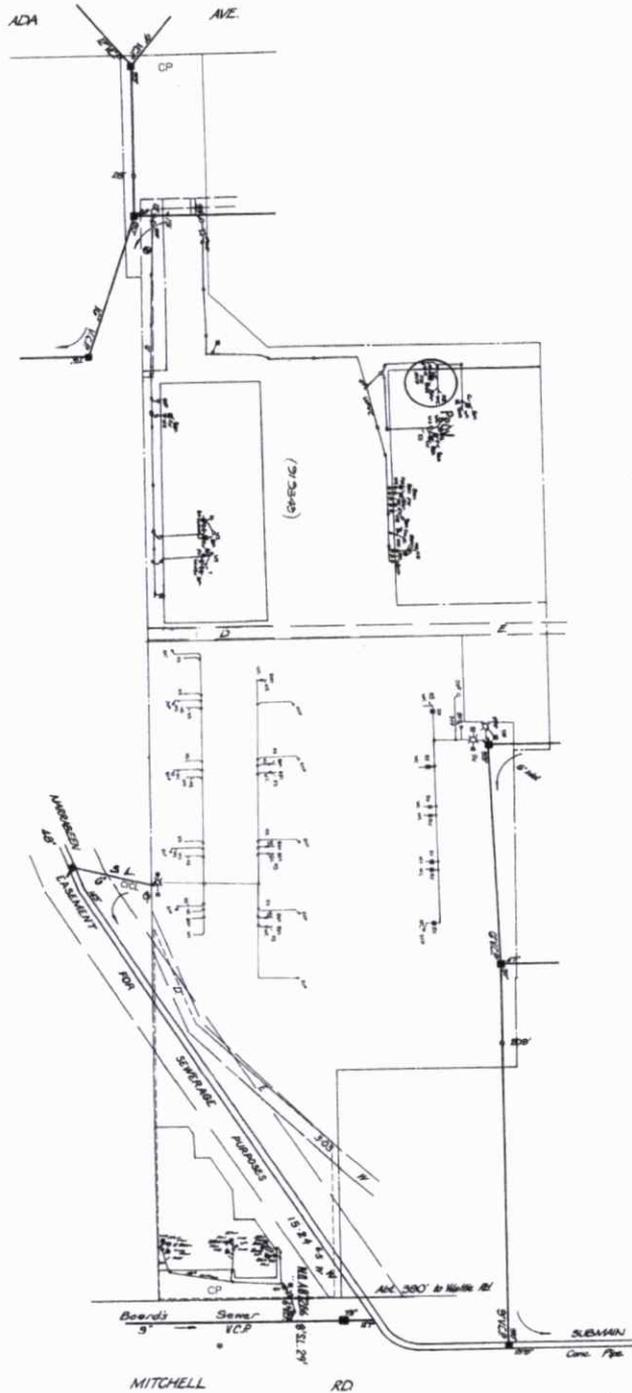
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SEWER SERVICE DIAGRAM

Sewer Service Diagram

Application Number: 8001339785

365584
 13.11.21
 13.11.21
 13.11.21



365584

INTERMEDIATE SERVICE AND DRAINAGE PLAN
 MARKING
 No. 365584
 Scale: 1:50 to 1"

1. 100' Dia. Manhole
 2. 60' Dia. Manhole
 3. 48' Dia. Manhole
 4. 36' Dia. Manhole
 5. 24' Dia. Manhole
 6. 18' Dia. Manhole
 7. 12' Dia. Manhole
 8. 6" Dia. Manhole
 9. 4" Dia. Manhole
 10. 3" Dia. Manhole
 11. 2" Dia. Manhole
 12. 1" Dia. Manhole
 13. 1/2" Dia. Manhole
 14. 1/4" Dia. Manhole
 15. 1/8" Dia. Manhole
 16. 1/16" Dia. Manhole
 17. 1/32" Dia. Manhole
 18. 1/64" Dia. Manhole
 19. 1/128" Dia. Manhole
 20. 1/256" Dia. Manhole
 21. 1/512" Dia. Manhole
 22. 1/1024" Dia. Manhole
 23. 1/2048" Dia. Manhole
 24. 1/4096" Dia. Manhole
 25. 1/8192" Dia. Manhole
 26. 1/16384" Dia. Manhole
 27. 1/32768" Dia. Manhole
 28. 1/65536" Dia. Manhole
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LEASE

LEASE

New South Wales
Real Property Act 1999

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PRIVACY NOTE: Section 31B of the Real Property Act 1999 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
33/SP80145 & 78/SP81913

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE L
	Reference:	

(C) LESSOR

Cameron Dennis Wood &
Elizabeth Louise Wood

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

(D)

Encumbrances (if applicable):

(E) LESSEE

Zadtec Pty Limited ABN 58879921144

(F)

TENANCY:

- (G) 1. TERM** Three (3) years
- 2. COMMENCING DATE** 1st March 2020
- 3. TERMINATING DATE** 28th February 2023
- 4. With an OPTION TO RENEW** for a period of Five years (5)
set out in clause of
- 5. With an OPTION TO PURCHASE** set out in clause of N.A.
- 6. Together with and reserving the RIGHTS** set out in clause of
- 7. Incorporates the provisions or additional material** set out in ANNEXURE(S) A & B hereto.
- 8. Incorporates the provisions** set out in No.
- 9. The RENT** is set out in item No. 13 of Annexure 'A'

DATE

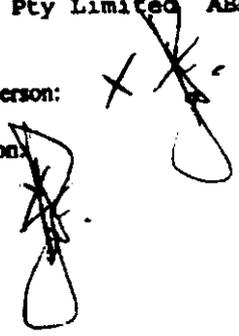
(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Zadtec Pty Limited ABN 58879921144
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

Sole Trader.



Signature of authorised person:

Name of authorised person:
Office held:

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

Signature:

Signatory's name: James Alexander Shevlin
Signatory's capacity: solicitor



(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that—

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

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

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

Justice of the Peace (J.P. Number:) Practising Solicitor
 Other qualified witness [specify]

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

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
- 2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

ANNEXURE A – RETAIL LEASE

Lessor: Cameron Dennis Wood & Elizabeth Louise Wood
34 Crystal Springs Court, Maudsland NSW 4210

Lessee: Zadtec Pty Limited ABN 58879921144

This annexure consists of _____ pages.

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You can prepare your own version of Annexure A of this Retail Lease. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owner (including by way of guidelines issued from time to time), no other part of this Retail Lease may be reproduced without the specific written permission of The Law Society of New South Wales.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued – cl 1.3)

- Item 10 (cl 13.1) (cl 13.7) A. **The guarantor:** Jay Keanly
13/805-811 Pittwater Road, Dee Why NSW 2099
- B. **Limit of guarantor's liability:** Three (3) months rent
- Item 11 (cls 3, 6.2.7) **Additional leased property:** Car space (Lot 78)
- Item 12 (cl 4) **Option to renew**
- A. Further period of Five (5) years from 1/3/2023 to 28/2/2028
- B. Further period of Five (5) years from 1/3/2028 to 28/2/2033
- C. **Maximum period of tenancy under this lease and permitted renewals:**
Thirteen (13) years
- D. **First day option for renewal can be exercised:** 1/11/2022
- E. **Last day option for renewal can be exercised:** 1/2/2023
- Item 13 (cl 5) A. **Rent**
- For the lease period:
 From the commencement date
 to the first rent review date: \$ 27,500.00 a year by monthly
 instalments of \$ 2,291.66
- Afterwards: At the new yearly rent beginning on
 each review date by monthly instalments
 of one twelfth of the new yearly rent.

- Item 13 (continued) (cl 5) For the further period in item 12A:
From the commencement date to the first rent review date:
(for example: Current market rent) \$31,460.00 p/a from 1/3/22
- Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
- For the further period in item 12B:
From the commencement date to the first rent review date:
(for example: Current market rent) Market Valuation from 1/3/23
- Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
- Item 13 (continued) (cl 15) B. **GST**
Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:
GST is to be paid by the Lessee
- Item 14 (cl 5) **Outgoings**
A. Share of outgoings: 0% 1st Yr, 50% 2nd, 100% 3rd
B. Outgoings –
[Select applicable items]
 (a) local council rates and charges;
 (b) water sewerage and drainage charges;
 (c) land tax;
 (d) public liability insurance and building insurance;
 (e) any outgoings listed in the lessor's disclosure statement;
 (f) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a capital works fund or special levy in respect of the strata scheme of which the property forms part (if applicable);
- for the land or the building of which the property is part, fairly apportioned to the period of this lease.
- Item 15 (cl 5.1.5) Interest rate: ⁸ _____ %

Item 16
(cl 5.5)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by
1/3/2023	Market Valuation	
Thereafter	Consumer Price Index	(the increase should show percentage or amount)
1/3/2028	Market Valuation	
Thereafter	Consumer Price Index	

Method 1 is a fixed amount or percentage.
 Method 2 is Consumer Price Index.
 Method 3 is current market rent.
 Method 2 applies unless another method is stated.

Item 17
(cl 6.1)

Permitted use: Workshop

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$ 20 million

Item 19
(cl 16)

Bank Guarantee

Three (3) month(s) rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time, or an amount of \$ _____

Item 20
(cl 17)

Security Deposit

_____ month(s) rent and the lessee's proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time, or an amount of \$ _____

Item 21 Address for service of notices
(cl 14.2)

Lessor:

Street address: c/- Riviera Real Estate
73/2 Shore Road, Chiswick NSW 2048

Fax: 0418.499.342 (mobile)

Email: john.mclavish@riviera-realestate.com.au

Lessee:

Street address: _____

Fax: _____

Email: _____

Guarantor:

Street address: _____

Fax: _____

Email: _____

Item 22 Execution by guarantor
(cl 13)

I certify that I am an eligible witness and that the guarantor signed this dealing in my presence.
[See note * at end]

) Certified correct for the purposes of the *Real Property Act 1900* and signed by the guarantor.
)

Signature of guarantor

Signature of witness

Name of witness

Address of witness

* Section 117 of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Details of strata manager/secretary of the owners corporation (if applicable)

Life Property Group Pty Limited,

PO Box 1097,

Dee Why NSW 2099

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

[Empty rectangular box for alterations and additions to lease covenants]

ANNEXURE B – RETAIL LEASE

Lessor: Cameron Dennis Wood & Elizabeth Louise Wood
34 Crystal Springs Court, Maudsland NSW 4210

Lessee: Zadtec Pty Limited ABN 58879921144

This annexure consists of 14 pages.

Property: Unit 33, 49-51 Mitchell Road, Brookvale NSW 2100

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NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Interpretation.....	2	11	Lessor's other Obligations.....	8
2	Grant of Lease.....	2	12	Forfeiture and End of Lease.....	9
3	The Property.....	2	13	Guarantee.....	10
4	Lease Period.....	2	14	Exclusions and Notices.....	11
5	Money.....	3	15	Goods and Services Tax.....	11
6	Use.....	5	16	Bank Guarantee.....	11
7	Condition and Repairs.....	6	17	Security Deposit.....	12
8	Insurance and Damage.....	6	18	Strata.....	12
9	Access.....	7			
10	Transfer, Sublease and Change in Control.....	7			

Details of strata management/secretary of the owners corporation:
Life Property Group Pty Limited, PO Box 1097, Dee Why NSW 2099

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

The lessor and the lessee hereby agree that the provisions of Annexure B as hereinafore provided are hereby amended as follows:

19. Add Clause 5.1.10:

'All charges which are paid or incurred by the lessor relating to electricity, telephone, gas, garbage removal, water usage, sewerage usage, trade waste, greasy waste and maintenance and repair of air-conditioning if the same relate directly to the property or if the property is not separately serviced in such regard, then a fair proportion thereof as apportioned by the lessor acting reasonably.'

20. In clause 6.1.3, after the word 'properly' add the words 'and keep the property free of insects pests, vermin and odours'.

21. The following words are added at the end of clause 7.3.3: 'and includes the replacement of all carpet or floor tiles which in the lessor's opinion are worn or damaged and in need of replacement (otherwise than by reasonable wear and tear)'

22. In the second sentence of clause 7.6, before the word 'require' insert '(including but not limited to painting the property)'.

23. The following provisions are added at the end of clause 7:

7.7 Notwithstanding any provision to the contrary, the lessee must during the term of this lease at the lessee's expense maintain and keep the air-conditioning system in good and substantial repair, working order and condition. The lessee must forthwith upon the expiration (or the sooner determination) of this lease ensure that the air-conditioning system is in good repair, working order and condition as required pursuant to this clause and available for the lessor's use. The lessee's obligations under this clause include an obligation to replace at the lessee's expense the whole or any component of the air-conditioning system if such system or any component cannot be repaired.

24. The following clause 8.1.3 is added to clause 8.1: 'contents insurance (including tenant's fixtures) for the property against all usual risks for full replacement value'.

25. The following clause 8.3 is added after clause 8.2:

8.3.1 The lessee agrees to occupy and maintain the property at its own risk.

8.3.2 The lessee releases and indemnifies the lessor completely from all loss or liability (except if it is caused by the lessor's act, neglect or default) which may arise as a result of:

8.3.2.1 Accident or damage to the property or the building; or

8.3.2.2 Use of the property or building; or

8.3.2.3 Death of or injury to any person including the lessee.

8.3.3 The lessee agrees that the lessor is not liable for loss or damage to the tenant's fixtures or personal property (except if it is caused by the lessor's act, neglect or default).

8.3.4 The lessee indemnifies the lessor from loss or liability to the extent that the lessor's insurances are ineffective or inadequate because of any act, neglect or default of the lessee.

26. Add Clause 10.9:

'The lessor may require the lessee and the proposed transferee to execute such legal instruments and deeds as may be reasonably required by the lessor and if the proposed transferee is a corporation whose shares are not listed on the Australian Stock Exchange, the lessor may require that the directors or the shareholders (as chosen by the lessor) execute personal guarantees creating obligations of the nature set out in Clause 13.'

27. Add Clause 10.10:

'If the lessee is a company (other than one listed on an Australian Stock Exchange) any change in shareholding which results in more than 50% of the voting rights of the company being transferred as compared with the voting rights as at the date hereof shall be deemed to be a transfer of this lease by the lessee whereupon the whole of clause 10 hereof shall apply thereto.'

28. In clause 11.1 after the word 'without' add the word 'undue'.

29. Add a Clause 12.2.5:

'The lessee has breached an essential term of this lease.'

30. Add clause 12.8:

'The essential terms referred to in clause 12.5 will be essential terms of this lease notwithstanding acceptance by the lessor of arrears of rent or other moneys payable by the lessee under this lease or any waiver by the lessor in respect of the lessee's continuing obligation to pay rent or other moneys payable by the lessee under this lease during the term of this lease.'

31. Add clause 12.9:

'Should the lessor become entitled to re-enter and take possession of the property and end this lease then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for it in its name and as its act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and to procure the registration where necessary of a surrender of this lease and to register this power of attorney and do any act, matter or thing which may be required to give full effect thereto.'

MISCELLANEOUS PROVISIONS

32. All the covenants and agreements by the lessor herein contained shall be taken and construed to be made by and for the lessor, its executors, administrators and assigns (or successors if a company) with the lessee, its executors, administrators and assigns (or successors if a company) and vice versa as regards the covenants and agreements by the lessee herein contained and except to the extent that such interpretation shall be excluded by or inconsistent with the context words importing the singular or plural number shall include the plural number and singular number respectively and reference to statutes shall include all statutes amending or consolidating the statutes referred to and words importing the masculine, feminine or neuter gender shall be deemed to include any gender as the case may require. Where a party is comprised of more than one person those persons shall be bound jointly and severally.
33. The lessee acknowledges and agrees that the lessor and its servants and agents do not in any way warrant or represent that the property is or will remain suitable or adequate for any of the purposes of the lessee and the lessee is and will be deemed to have satisfied itself in that regard prior to entering into this lease. The lessee shall be responsible for obtaining any consent required for the proposed use of the premises at its own expense and warrants that it has satisfied itself regarding any statutes, ordinances, regulations or by-laws prior to entering into this lease.
34. The lessee acknowledges and agrees that in entering into this lease it has not relied on any promise, representation, or warranty by the lessor or any person on behalf of the lessor and that this lease comprises the whole agreement between the parties. This lease may be qualified, varied or amended only by instruments in writing executed by the lessor and the lessee. In addition the lessee acknowledges that it is leasing the property in its present condition and state of repair and will make no objection in respect of anything in that regard.
35. If any clause or sub-clause (or part thereof) of this lease shall to any extent be invalid, void or unenforceable for any reason whatsoever, then the remainder of the clause or sub-clause and the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
36. Any consent or waiver by the lessor under this lease shall be binding only if it is express and in writing and no consent or waiver to or of a breach of any covenant, provision, condition or duty of the lessee shall be construed as a consent to or waiver of any other breach of the same or any other covenant, provision, condition or duty in or under this lease.
37. The lessee expressly agrees to make all payments due under this lease (including those for rent and for outgoings where applicable) punctually on the date when each payment is due and the lessee shall not withhold or be entitled to withhold the whole or any part of any such payment by way of a deduction, set-off or counter-claim in respect of any claim for damages or for compensation which the lessee shall make or has made against the lessor.
38. In the event that the lessor has failed to request payment for an outgoing to which the lessee is obligated to contribute pursuant to clause 5.1.2 or the lessor has failed to pursue or claim a rent review to which the lessor is entitled pursuant to clause 5.4 as and when the lessor was entitled to do so, the lessor may at any time thereafter call for such outgoings contribution or rent review and clauses 5.3 and 5.5 will continue to apply thereto notwithstanding the late request or claim.

39. In the interpretation of this lease, should there be any conflict or contradiction between the provisions of Annexures A and B, the provisions of Annexure A shall prevail.
40. Notwithstanding anything to the contrary herein no rent shall be payable for the period from the commencement date to and including 31 October 2020 PROVIDED THAT the lessee shall continue to remain in occupation of the premises for the whole of the initial term of the lease. If the lessee shall cease his occupation of the premises for whatever reason, the lessee shall forthwith be liable for and shall pay to the lessor the sum of Twenty eight thousand six hundred dollars (\$28,600) (including GST).
41. (Intentionally omitted)
42. The lessee will during the term of this lease and for such further time as the lessee holds the premises or any part thereof pay for all electricity, gas, water usage, telecommunications, and trade and waste disposal used in connection with the premises.
43. This lease has been granted to the lessee at the request of and (hereafter called 'the guarantor') as testified by his execution hereof, who guarantees the due performance by the lessee of all the terms and conditions hereof and covenants for himself, his executors and administrators that he will upon demand pay to the lessor all moneys which may become due to the lessor hereunder and remain unpaid for a period of fourteen (14) days and will be responsible for the due compliance by the lessee with all the terms and conditions hereof and will indemnify and keep indemnified the lessor from and against any loss so sustained by it without the necessity of the lessor giving any prior notice to the guarantor requiring the payment of any such moneys or to remedy any default by the lessee and any concession, indulgence or waiver of any covenant, condition or provision given or allowed by the lessor to the lessee shall not relieve or release the guarantor from his liability under this covenant and the liability of the guarantor under this covenant and indemnity shall not be abrogated or prejudiced or affected by:
- (a) The giving to the lessee of any notice to quit;
 - (b) The liability of the lessee to the lessor ceasing from any cause whatsoever;
 - (c) Any other person or corporation joining in this guarantee and indemnity;
 - (d) Any omission or neglect or by any matter or thing which but for this clause could or might abrogate, prejudice or affect this guarantee and indemnity;
 - (e) Any alteration, modification, variation or addition to this lease;
- AND the above-mentioned guarantee is a continuing guarantee and shall be irrevocable and shall remain in full force and effect until all moneys payable under this lease have been paid or satisfied.
44. The Parties acknowledge that the subject premises are not retail premises in accordance with the meaning under the *Retail Leases Act 1994*.

CLAUSE 1 INTERPRETATION

About this lease.

- 1.1 There are three parts to this lease – a lease form, Annexure A and this Annexure B.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form.
- 1.4 The lessor is named on page 1 of this lease.
- 1.5 The lessee is named on page 1 of this lease.
- 1.6 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 1.7 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.
- 1.8 In this lease, "property" means the Property leased described on page 1 of this lease.
- 1.9 In this lease, "Act" means the *Retail Leases Act 1994*.
- 1.10 This lease is subject to any provision of the Act that cannot be excluded.
- 1.11 In this lease "Secretary" has the same meaning as in the Act.
- 1.12 In this lease "Registrar" has the same meaning as in the Act.
- 1.13 A reference to any legislation is also a reference to any corresponding later legislation.

CLAUSE 2 GRANT OF LEASE

The lessor grants to the lessee, and the lessee accepts, a lease of the property.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with others. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item (G)1 in the schedule, commences on the date stated in item (G)2 in the schedule and ends on the date stated in item (G)3 in the schedule, subject to any extension under the Act.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.
- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule and the utility charges referred to in clauses 5.23 and 5.24;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor (including legal costs) of dealing with any application by the lessee for the lessor's consent or where applicable an owners corporation's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at NSW Land Registry Services (payable on delivery to the lessor's solicitor or conveyancer of the executed lease);
 - 5.1.7 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.8 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the Act; and
 - 5.1.9 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.
- 5.4 If item 14B in the schedule refers to land tax, the liability of the lessee is not to exceed the amount of that liability had the amount of land tax payable by the lessor been assessed on the basis that the land was the only land owned by the lessor and that there was no special trust or non-concessional company involved and –
- 5.4.1 if the property is a strata lot, the relevant land tax is land tax on that lot; or
 - 5.4.2 if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building.

When and how is the rent to be reviewed?

- 5.5 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.6 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.7 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.8 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.9 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.10 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.11 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor or conveyancer who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.12 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.13 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.13.1 the provisions of this lease;
 - 5.13.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.13.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.13.4 rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.13.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.14 The lessor or the lessee may inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.15 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.16 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.17.
- 5.17 The valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Registrar, upon application by the lessor or the lessee.
- 5.18 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer.
- 5.19 The valuer's decision is final and binding. The valuer must state how the decision was reached in accordance with the provisions of the Act.
- 5.20 If the valuer –
- 5.20.1 does not accept the nomination to act;
 - 5.20.2 does not decide the current market rent within 1 month after accepting the nomination;
 - 5.20.3 becomes incapacitated or dies; or
 - 5.20.4 resigns.
- then another valuer is to be appointed in the same way.
- 5.21 The lessor and lessee must each pay half the valuer's costs.
- 5.22 If the lessor and lessee do not agree upon a valuer and neither applies for a valuer to be appointed within 6 months after a review date then the rent will not change on that rent review date.

Utility Charges

- 5.23 The lessee must pay separately metered utility charges for utilities such as water usage, gas, electricity, telecommunications, trade waste or grease trap charges with respect to the property directly as they fall due.
- 5.24 If the utilities are not separately metered the lessor, acting reasonably, must apportion an amount attributable to the property. The amount apportioned by the lessor to the lessee must be paid by the lessee to the lessor on the next date that rent is due to be paid by the lessee to the lessor.
- 5.25 If the lessee does not pay the utility charges under either clause 5.23 or 5.24 the lessor may pay the same and immediately recover from the lessee the amount paid by the lessor as if the charges were rent in arrears payable by the lessee.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
 - 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
 - 6.1.3 keep the property clean and dispose of waste properly;
 - 6.1.4 comply with all laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there; and
 - 6.1.5 do all things required by the lessor from time to time (including, without limitation, signing any documents required by the lessor) to enable the lessor to register its security interests under the *Personal Property Securities Act 2009* (Cth) and to release any security interests under that Act.
- 6.2 The lessee must not –
- 6.2.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium;
 - 6.2.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property;

- 6.2.3 hold any auction, bankrupt or fire sale in the property;
- 6.2.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
- 6.2.5 overload the floors or walls of the property;
- 6.2.6 without the prior written consent of the lessor use any common area for any purpose other than for access to and egress from the property; or
- 6.2.7 create a security interest (as that term is defined in the *Personal Property Securities Act 2009* (Cth)) in favour of a third party in respect of the additional leased property without the lessor's consent which must not be unreasonably withheld.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
 - 7.2.1 alter or improve the property;
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
 - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. If it is any other work, or is required only because of the way the lessee uses the property, then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.
- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy noting the interests of the lessor and covering –
 - 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and

8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property.

and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed):
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days' notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days' notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used;
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law;
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee;
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends;
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days' written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER, SUB-LEASE AND CHANGE IN CONTROL

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without the lessor's written consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put;
 - 10.2.2 the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor as at the date of request for the lessor's consent;

- 10.2.3 in the case of a lease awarded by public tender, the proposed transferee fails to meet any criteria of the public tender;
- 10.2.4 the lessee has not complied with clause 10.3 and clause 10.4; or
- 10.2.5 section 80E of the Act applies.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial resources and retailing skills of the proposed transferee.
- 10.4 Before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with an updated lessor's disclosure statement within 14 days and, if the lessor fails to comply with such a request within 14 days after it is made, it is sufficient compliance by the lessee if the proposed assignee is provided with an updated lessor's disclosure statement completed by the lessee to the best of the lessee's knowledge (but with information as to current outgoings in place of information as to estimated outgoings).
- 10.5 The lessor must deal expeditiously with a request for consent to assignment of lease. Where the lessee has complied with clause 10.3 and clause 10.4, and the lessor has not within 28 days after the request was made or the lessee has complied with the requirements of section 41 of the Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the stamp duty and the registration fee for the transfer.
- 10.7 The lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion.
- 10.8 **Change in control of lessee: company**
- 10.8.1 If the lessee is a company and there is a proposal for the lessee or any company controlling the lessee to change its shareholding or change its constitution so that the effective control of the lessee is altered then that proposed change in control is treated as a proposed transfer of this lease and clause 10.1 applies.
- 10.8.2 Clause 10.8.1 does not apply if the lessee is listed on the Australian Securities Exchange or, if the change occurs to a company controlling the lessee, that company is listed on the Australian Securities Exchange.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
- 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
- 11.3.2.1 allow reasonable use of the facilities and service connections including –
- the right for the lessee and other persons to come and go to and from the property over the areas provided for access,
 - access by the lessee to service connections; and

- the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
- 11.3.2.2 maintain the facilities and service connections in reasonable condition.
- 11.4 The lessor must provide the lessee with an executed copy of the lease within 3 months after the lease is returned to the lessor or the lessor's solicitor, conveyancer or agent following its execution by the lessee. That 3 month period is to be extended for any delay attributable to the need to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent).
- 11.5 If this lease is for a term of more than 3 years or is to be registered –
 - 11.5.1 the lessor must lodge the lease for registration in accordance with the *Real Property Act 1900* within 3 months after the lease is returned to the lessor or the lessor's solicitor, conveyancer or agent following its execution by the lessee; and
 - 11.5.2 the 3 month period within which a lease must be lodged for registration is to be extended for any delay attributable to –
 - 11.5.2.1 the need to obtain any consent from a head lessor or mortgagee (being delay not due to any failure by the lessor to make reasonable efforts to obtain consent), or
 - 11.5.2.2 requirements arising under the *Real Property Act 1900* that are beyond the control of the lessor.
- 11.6 For the purposes of clause 11.5 the term of this lease includes any term for which the lease may be extended or renewed at the option of the lessee. Clauses 11.5 and 11.6 do not affect the operation of the *Real Property Act 1900*.
- 11.7 Where this lease is lodged for registration, the lessor must –
 - 11.7.1 ensure that this lease is registered; and
 - 11.7.2 provide the original registered lease to the lessee, where available.
- 11.8 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
 - 12.1.1 on the date stated in item 3 in the schedule;
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
 - 12.2.1 the lessee has repudiated this lease;
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment;
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days' written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
 - 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in (including any obligation to decorate under clause 7.3.3); and
 - 12.3.2 have removed any goods (unless otherwise directed by the lessor to the extent the lessor has any security interest) and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.

- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4; and
 - clauses 5.5 to 5.22 inclusive;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (outgoings);
 - 12.5.3 the obligations of the lessee in clauses 5.23 to 5.25 (utility charges);
 - 12.5.4 the obligations of the lessee in clause 6.1, 6.2.1, 6.2.2 and 6.2.5 (use);
 - 12.5.5 the obligations of the lessee in clause 7 (repairs);
 - 12.5.6 the obligations of the lessee in clause 8.1 (insurance);
 - 12.5.7 the obligations of the lessee in clause 10 (transfer, sub-lease and change in control);
 - 12.5.8 the obligations of the lessee in clause 15 (GST); and
 - 12.5.9 the obligations of the lessee in clause 16 (bank guarantee) or clause 17 (security deposit).
- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease;
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property;
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease in item 22 or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS AND NOTICES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 signed by a party if it is signed by the party or the party's solicitor or conveyancer;
 - 14.2.2 served if it is served by the party or the party's solicitor or conveyancer;
 - 14.2.3 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*;
 - 14.2.4 served on the lessee if it is left at the property;
 - 14.2.5 served if it is sent by email or by fax to the email address or fax number for either the lessor or the lessee set out in this lease in item 21 (or any substitute email address or fax number given by either of them), unless it is not received;
 - 14.2.6 served on a person if it or a copy of it comes into possession of that person; and
 - 14.2.7 served at the earliest time it is served, if it is served more than once.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If an amount or a number of months appears in item 19 in the schedule, clauses 16.2 to 16.6 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee for the performance of the lessee's obligations under this lease by an authorised deposit-taking institution trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor, acting reasonably, and for an amount equivalent to the number of months or the amount referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease and the lessee must deliver to the lessor within 14 days of a notice from the lessor, an additional guarantee equal to the amount claimed.
- 16.4 The lessee agrees to vary the amount of the guarantee within 28 days of a written request from the lessor after any rent review so that the amount represents the equivalent of the number of months referred to in the schedule.
- 16.5 Subject to the provisions of section 16BA of the Act the lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee within 2 months after the lessee completes performance of the obligations under this lease for which the guarantee is provided as security.

- 16.6 If there is a change in lessor, the lessee must at the cost of the lessor provide a replacement guarantee that complies with clause 16.2 drawn in the name of the new lessor, within 2 months of receipt of a written request for a replacement guarantee.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.5 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor and any lodgment form to lodge the security deposit with the Secretary.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease and the lessee must deliver to the lessor within 14 days of a notice from the lessor, an additional amount equal to the amount claimed.
- 17.4 The security deposit will be held in accordance with Section 16C of the Act.
- 17.5 The lessee agrees to vary the amount of the security deposit within 28 days of a written request from the lessor after any rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA

- 18.1 "Strata Acts" means the *Strata Schemes Management Act 2015* and the *Strata Schemes Development Act 2015*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices made under those Acts.
- 18.2 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the Strata Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes Development Act 2015* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 **Strata Conversion**
- 18.4.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval must not be unreasonably withheld.
- 18.4.2 Unless the lessee raises an objection to the strata conversion referred to in clause 18.4.1, then within 14 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a capital works fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.
- 18.5 **Not to prejudice interests of owners corporation.**
- 18.5.1 Without the prior written consent of the owners corporation, the lessee must not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which will or may:
- 18.5.1.1 increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
- 18.5.1.2 invalidate, avoid or suspend the operation of any policy of insurance or otherwise prejudice the owners corporation rights under any such policy.

- 18.5.2 Upon the occurrence of any of the matters referred to in clause 18.5.1, the lessee must:
- 18.5.2.1 pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - 18.5.2.2 pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.5.1; and
 - 18.5.2.3 pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.

18.6 Indemnity

The lessee indemnifies the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.

18.7 Use

- 18.7.1 Where the property is a lot in a strata scheme the lessee must:
- 18.7.1.1 use the common property only in connection with the use of the property and to obtain access to and egress from the property;
 - 18.7.1.2 co-operate with all other permitted users of the common property;
 - 18.7.1.3 comply with the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease;
 - 18.7.1.4 meet the cost of all damage to the common property caused by the lessee or any invitee or licensee of the lessee;
 - 18.7.1.5 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it; and
 - 18.7.1.6 permit the owners corporation access to the property on giving the lessee reasonable prior notice for the purpose of making and effecting any repairs to the common property.
- 18.7.2 Where the property is a lot in strata scheme the lessor must use its reasonable endeavours to:
- 18.7.2.1 assist the lessee, at the expense of the lessee, to obtain the consent of the owners corporation to the lessee's fit out of the property (as approved by the lessor) and the lodgment of any development application in relation to the lessee's use of the property; and
 - 18.7.2.2 cause the owners corporation to maintain and repair the common property, to the extent of any obligation of the lessor to maintain the building.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor or conveyancer will prepare this lease for you. This lease is specifically for use for retail premises only. It imports requirements of the *Retail Leases Act 1994* which may not be appropriate for non-retail premises. This lease should not be used for a lease of non-retail premises.

If you are a lessee, a solicitor or conveyancer can advise you about it.

1. This document creates legal rights and legal obligations.
2. The lessor must give a lessor's disclosure statement at least 7 days before the lease is entered into in accordance with the *Retail Leases Act 1994*.
3. Failure to register a lease can have serious consequences.
4. If an option for renewal is not exercised at the right time it will be lost.
5. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
6. The Law Society of New South Wales is not responsible for any loss resulting from the use of this lease as printed whether authorised or not.

REQUISITIONS ON TITLE

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

CAMERON DENNIS WOOD @ ELIZABETH LOUISE WOOD
Unit 33 + 78 / 49-51A MITCHELL RD, BROOKVALE 2100

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoing or contributions to outgoing payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoing or contributions to outgoing should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994 (NSW)*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

- 11.
- (a) In these requisitions, *personal property, secured party, security agreement, security interest and verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.
 - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.
 - (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)*, *Access to Neighbouring Land Act 2000 (NSW)*, Section 88K of the *Conveyancing Act 1919 (NSW)*, Section 40 of the *Land and Environment Court Act 1979 (NSW)* or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
- (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
16. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.
- Survey and building**
17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
19. In respect of the Property and the common property:
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
20. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?

- (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
21. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the Property?
- If so, please provide full details.
22. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992 (NSW)* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)*?
25. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them such as underground pipes or structures?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997 (NSW)* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
 - (e) If the answer to any part of Requisition 26(d) is yes, please:
 - (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.
- Applications, Orders etc**
27. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar

General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

28. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
29. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
30. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
31. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

32. Has the initial period expired?
33. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
34. If the Property includes a utility lot, please specify the restrictions.
35. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
36. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
37. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
38. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
39. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
40. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
41. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
42. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
43. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
44. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
45. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
46. Has an internal dispute resolution process been established? If so, what are its terms?
47. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Warranties and service contracts

49. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
50. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

51. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
52. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
53. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
54. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

55. Please confirm that on completion you will hand to us:
 - (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property; and
 - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
56. The purchaser reserves the right to make further requisitions prior to completion.
57. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.