© 2019 The Law Society of New South Wales ACN 000 000 699 and The Real Estate Institute of New South Wales ACN 000 012 457
You can prepare your own version of pages 1 -3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Delmege Property Group** **Level 2, Suite 2a, 2C Bungan Street, Mona Vale, NSW 2103**	**Phone: 9997 1111** **Fax: 9999 6669** **Ref: Robbie Delmege**
co-agent		
vendor	**SMB 1 Pty Limited ACN 602 301 351** **4 Nulluburra Road, Newport, NSW 2106**	
vendor's solicitor	**Avalon Law** **Suite 6, 27 Old Barrenjoey Road, Avalon NSW 2107** **PO Box 73, Avalon NSW 2107**	**Phone: (02) 9918 6922** **Email: claire@avalonlaw.com.au** **Fax: (02) 9918 9632** **Ref: CB:14665**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**19/90 Mona Vale Road, Warriewood, New South Wales 2102** **Registered Plan: Lot 19 Plan SP 70187** **Folio Identifier 19/SP70187**	
	☑ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐garage ☐carport ☐ home unit ☐carspace ☐storage space ☐ none ☑other: Commercial Unit	
attached copies	☐documents in the List of Documents as marked or as numbered: ☐other documents:	

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

inclusions	☐blinds	☐dishwasher	☐light fittings	☐stove
	☐built-in wardrobes	☐fixed floor coverings	☐range hood	☐pool equipment
	☐clothes line	☐insect screens	☐solar panels	☐TV antenna
	☐curtains	☐other:		

exclusions

purchaser

purchaser's solicitor

price **$**

deposit **$** (10% of the price, unless otherwise stated)

balance **$**

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☐NO ☐yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30): _____

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 address (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):

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

☑ 1 property certificate for the land
☐ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☑ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
☑ 7 additional information included in that certificate under section 10.7(5)
☑ 8 sewerage infrastructure location diagram (service location diagram)
☑ 9 sewer lines location diagram (sewerage service diagram)
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☐ 14 building information certificate or building certificate given under *legislation*
☐ 15 lease (with every relevant memorandum or variation)
☐ 16 other document relevant to tenancies
☐ 17 licence benefiting the land
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☐ 21 form of requisitions
☐ 22 *clearance certificate*
☐ 23 land tax certificate

Home Building Act 1989

☐ 24 insurance certificate
☐ 25 brochure or warning
☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

☐ 27 certificate of compliance
☐ 28 evidence of registration
☐ 29 relevant occupation certificate
☐ 30 certificate of non-compliance
☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

☑ 32 property certificate for strata common property
☑ 33 plan creating strata common property
☑ 34 strata by-laws
☐ 35 strata development contract or statement
☐ 36 strata management statement
☐ 37 strata renewal proposal
☐ 38 strata renewal plan
☐ 39 leasehold strata - lease of lot and common property
☐ 40 property certificate for neighbourhood property
☐ 41 plan creating neighbourhood property
☐ 42 neighbourhood development contract
☐ 43 neighbourhood management statement
☐ 44 property certificate for precinct property
☐ 45 plan creating precinct property
☐ 46 precinct development contract
☐ 47 precinct management statement
☐ 48 property certificate for community property
☐ 49 plan creating community property
☐ 50 community development contract
☐ 51 community management statement
☑ 52 document disclosing a change of by-laws
☐ 53 document disclosing a change in a development or management contract or statement
☐ 54 document disclosing a change in boundaries
☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 56 information certificate under Community Land Management Act 1989
☐ 57 disclosure statement - off the plan contract
☐ 58 other document relevant to off the plan contract

Other

☐ 59

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS –
PRECISE
Phone: (02) 9091 0369
EMAIL: info@precise.property

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

19/90 MONAVALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

19/90 WONIA VALLEY RD, WARRENWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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.**

19/80 MONA VALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

19/90 MONA VALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

1990 MOUNT VALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

19/90 WONNARUA RD, WARRIEWOOD 2102

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 –

1990 MONAVALE RD, MARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

1960 MONNAVALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

1990 MOUNT VALE RD WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

1300 MOONVALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

1980 WONWILLERD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 earnt 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 –

1080 MOLIA VILLE RD, WARREWOOD 2100

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

1/90 MONAVALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

LOGIC MANAGER PTY LTD. WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

19/90 MONA VALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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.

19/90 MONAVALE RD, WARRIEWOOD 2102

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS - AGREEMENT FOR SALE OF LAND

BETWEEN: SMB 1 Pty Limited ACN 602 301 351

AND:

DATED:

1. The property and all improvements thereon and appurtenances thereto are sold in their present condition and state of repair and the Purchaser acknowledges that they enter into this agreement and will complete the same relying upon their own inspection, knowledge and enquiries of the same and not upon any warranty or representation made by the Vendor except such as are expressly contained herein.

2. It is hereby agreed and declared that fourteen (14) days is sufficient time for the purposes of a Notice to Complete this contract. If the vendor is entitled to and serves a Notice to Complete, the purchaser must pay to the vendor on completion the sum of $330.00 which the parties acknowledge is a reasonable figure to cover the expenses of preparation and serving of the Notice. Payment of this sum is an essential term of this Contract and the term may be read mutatis mutandis in favour of the Purchaser.

3. If prior to completion either party should die or become insane or become bankrupt or enter into a scheme, arrangement or assignment for the benefit of creditors or being a company go into liquidation, receivership or official management then either party may by notice in writing to that Party rescind this contract.

4. The Purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the Vendor this agreement shall not be completed within the time stipulated herein as the Completion Date then without prejudice to all other rights of the Vendor hereunder the Purchaser shall thereafter pay to the Vendor interest on the unpaid balance of the purchase price at the rate of Eight per centum (8%) per annum calculated on a daily basis for the period commencing on the first day following the Completion Date and continuing up to and including the date of completion or termination of this contract (as distinct from rescission of this contract) by the Vendor as the case may be. Such interest shall be payable by the Purchaser to the Vendor on completion or the date of termination of this contract by the Vendor as the case may be.

5. The Purchaser acknowledges that it will be in order for part or whole of the deposit to be released for the Vendor to utilise as follows: -

   (i) as a deposit on real property to be purchased by the Vendor, such deposit only to be lodged with a licensed real estate agent or solicitor who holds a current practicing certificate; and/or
   (ii) for payment of New South Wales Transaction Stamp Duty.

6. The Purchaser warrants that the Purchaser has not been introduced to the subject property or the Vendor by any real estate agent other than the real estate agent referred to herein and shall indemnify the Vendor against any claim by any real estate agent in this respect. This clause shall not merge on completion.

7. If this matter proceeds to completion, then the interest earned on the deposit, which is to be invested by the vendor's agent, shall be shared equally between the parties. If this matter does not proceed to completion, then the party rescinding or terminating the contract shall be entitled to all of the interest so earned on the deposit moneys.

8. Deleted.

9. Deleted.

10. The purchaser acknowledges:

    (i) Having inspected the property and inclusions (if any) prior to entering into this agreement and relies entirely upon his inspection and does not rely upon any warranty, representation or statement made by the vendor, his agent or any other person purporting to represent the vendor in respect of the condition or state of repair of the property and inclusions and accepts the property and inclusions in their present state of repair and shall not require the vendor to contribute to the costs of or carry out any work required by any financial institution or the Council pursuant to any application for a Building Certificate under Section 149(e) of the Environmental Planning and Assessment act, or otherwise.

    (ii) Having satisfied itself by enquiry as to whether there is any matter in relation to any building or structure on the property that would justify the making of any upgrading or demolition order (as defined in the Conveyancing (Sale of Land) Amendment (Vendor warranty Regulation 1998).

11. Each party agrees that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so required by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

12. FOREIGN PERSONS

    (a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this Contract.

(b) If there is a breach of this warranty, the purchaser must indemnify the vendor in respect of any loss, damage, fine or legal costs incurred by the vendor as a consequence.

13. PURCHASER BEING A PROPRIETARY COMPANY

(a) In the event of the Purchaser being a Proprietary Company this Contract shall be executed by the Purchaser Company and by the Directors of the Company who by their execution hereof shall personally both jointly and severally guarantee the performance of all terms and conditions of this Contract.

(b) The Guarantor guarantees to the Vendor the due payment of all moneys payable under this Agreement and the due performance and observance by the Purchaser of all the covenants and conditions contained in this Agreement and on the part of the Purchaser to be performed and observed.

(c) The Guarantor further guarantees that if the Purchaser defaults in any such payment or in the performance of any such obligation, the Guarantor will pay such moneys to the Vendor immediately on demand and will pay to the Vendor all such damages as the Vendor suffers arising from such default.

(d) It is agreed that the liability of the Guarantor will not be affected by the granting of time or other indulgence or concessions to the Purchaser or to the Guarantor or either of them or by the compounding, compromising, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Vendor against the Purchaser or against the Guarantor or either of them or by any neglect or omission to enforce such rights.

(e) This guarantee is a continuing guarantee and is to remain in force and effect until the payment of all moneys and due performance and such observance by the Purchaser of all the covenants and conditions on its part to be performed and observed in accordance with the terms of this agreement.

14. OCCUPATION BEFORE COMPLETION

Should the purchaser be granted occupation pursuant to clause 18 the following further conditions apply prior to occupation:

(a) an appropriate rental payable by the purchaser shall be negotiated between the parties

(b) the purchaser is to provide evidence of appropriate insurances as required by the vendor

(c) occupation is taken on the basis that a final inspection has taken place and the purchaser accepts the title to and condition of the property

SPECIAL CONDITIONS FOR SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

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

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

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

(c) The highest bidder is the purchaser, subject to any reserve price;

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

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

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

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

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

B. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

C. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 19/SP70187

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2022	12:12 PM	6	9/8/2017

LAND

LOT 19 IN STRATA PLAN 70187
AT MONA VALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

SMB 1 PTY LTD (T AM629547)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP70187

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

Copyright © Office of the Registrar-General 2022

Received: 07/09/2022 12:12:41

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP70187

SEARCH DATE	TIME	EDITION NO	DATE
7/9/2022	12:14 PM	8	19/9/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 70187
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MONA VALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1236948

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 70187
ADDRESS FOR SERVICE OF DOCUMENTS:
90 MONA VALE ROAD
MONA VALE
NSW 2013

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 SP70187 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 SP70187 EASEMENT FOR ELECTRICITY PURPOSES 2 & 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 SP70187 POSITIVE COVENANT AS REFERRED TO AND NUMBERED (3) IN THE SEC. 88B INSTRUMENT
5 SP70187 POSITIVE COVENANT AS REFERRED TO AND NUMBERED (4) IN THE SEC. 88B INSTRUMENT
6 AN574204 CONSOLIDATION OF REGISTERED BY-LAWS
7 SP97995 INITIAL PERIOD EXPIRED
* 8 THIS SCHEME IS NOW COMPRISED WITHIN LOT 52 IN DP1236948

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10001)

STRATA PLAN 70187

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	173	2	173	3	173	4	180
5	187	6	189	7	163	8	190
9	108	10	137	11	190	12	177
13	190	14	187	15	228	16	SP97995
17	177	18	108	19	233	20	200

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP70187

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10001) (CONTINUED)

STRATA PLAN 70187

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	228	22	228	23	200	24	187
25	187	26	163	27	190	28	108
29	153	30	190	31	163	32	190
33	243	34	228	35	240	36	233
37	230	38	230	39	230	40	200
41	187	42	187	43	163	44	190
45	108	46	153	47	190	48	163
49	170	50	243	51	228	52	240
53	7	54	7	55	7	56	7
57	7	58	7	59	7	60	7
61	7	62	7	63	7	64	7
65	7	66	7	67	7	68	7
69	7	70	7	71	7	72	7
73	SP92228	74	SP92228	75	SP92228		

STRATA PLAN 92228

LOT	ENT	LOT	ENT	LOT	ENT
76	7	77	7	78	7

STRATA PLAN 97995

LOT	ENT
79	234

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

Copyright © Office of the Registrar-General 2022

Received: 07/09/2022 12:14:04

Req:R423410 /Doc:SP 0070187 B /Rev:17-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:1 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) Strata Schemes (Freehold Development) Act 1973.

Lengths are in metres: (Sheet 1 of 5 sheets)

Plan: Plan of Subdivision of Lot 1 in DP1047891
Strata Certificate 10365, 28/03/03

Full name and address of the owner of the land: McRoss Developments Pty Limited
ACN 001 176 263
GPO Box 5384
SYDNEY NSW 2001

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Right of Carriageway Variable Width	CP	EnergyAustralia
2	Easement for Electricity Purposes 2 and 3.3 Wide	CP	EnergyAustralia
3	Positive Covenant	CP	Pittwater Council
4	Positive Covenant	CP	Pittwater Council

PART 2 (Terms)

1. Terms of Easement numbered 1 in the Plan.

   Right of Carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 (as amended) together with the right to park vehicles upon the right of carriageway.

2. Terms of easement numbered 2 in the Plan.

   1. Full right leave liberty and licence for EnergyAustralia its agents servants and workmen over that part of the lot burdened (herein referred to as the easement) to:

Ø AMENDED IN LP 16.4.2003

SIGNED FOR AND ON BEHALF OF
~~McROSS DEVELOPMENTS~~ WALKER CORPORATION PTY LIMITED

..... Secretary

..... Director

Ref: 26080-26683MonaValeRd88B6Mar

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

.....

.....

Req:R423410 /Doc:SP 0070187 B /Rev:17-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:2 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Plan of Subdivision of Lot 1 in DP1047891

SP70187

PART 2 (Terms) (Cont'd)

1.1 erect construct and place repair renew inspect maintain and remove electricity substation premises; and
1.2 lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under and over the easement; and also
1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the easement and the said electricity substation and electric mains when constructed.

2. TOGETHER WITH power for EnergyAustralia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the easement or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.
3. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the easement.
4. PROVIDED THAT EnergyAustralia shall not permit or suffer any person other than its officers servants agents and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the easement.
5. AND PROVIDED FURTHER that except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the easement EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the easement.
6. AND the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the easement AND that if any such damage or injury be done or interference be made the said registered proprietor of the lot burdened will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
7. AND EnergyAustralia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the

SIGNED FOR AND ON BEHALF OF
~~McROSS DEVELOPMENTS~~ WALKER CORPORATION PTY LIMITED

..... SECRETARY

..... DIRECTOR

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

.....

.....

Ref: 26080-26683MonaValeRd88B6Mar

Req:R423410 /Doc:SP 0070187 B /Rev:17-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:3 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

PART 2 (Terms) (Cont'd)

rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

8. AND FURTHER the registered proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

NAME OF AUTHORITY empowered to release, vary or modify the easements numbered 1 and 2 in the plan.

EnergyAustralia

3. Terms of Positive Covenant numbered 3 in the plan.
   (1) The proprietor of the burdened lot from time to time shall do all things necessary to maintain repair and replace the outlet grates and pipes and structures of and incidental to the stormwater detention system within the land so burdened to the satisfaction of Pittwater Council and in this regard must comply with any written request of the Council within such reasonable time period as nominated in the said written request.
   (2) Where the proprietor of the burdened lot fails to comply with any written request of the Pittwater Council referred to in (1) above the proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.
   (3) Full and free right for Pittwater Council and every person authorised by it to enter upon the burdened lot in order to inspect maintain cleanse replace repair any pipeline grate pit other structure or alter surface levels to ensure the on-site detention system within the land so burdened functions as designed.
   (4) Such improvements alterations or amplifications to the stormwater detention system on the land shall be made at anytime and as from time to time as Pittwater Council shall by notice in writing reasonably require.
   (5) Nothing shall be done upon the land or allowed to remain upon the land which:
      a) Alters the level of the land or
      b) Impedes or interferes with the normal flow of stormwater or other water through the stormwater and detention structures constructed on the land or which interferes with their proper operation.

NAME OF AUTHORITY empowered to release vary or modify the Positive Covenant numbered 3 in the plan.

Pittwater Council

SIGNED FOR AND ON BEHALF OF
~~McROSS DEVELOPMENTS~~ WALKER CORPORATION PTY LIMITED

..... SECRETARY

..... DIRECTOR

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

.....

.....

Ref: 26080-26683MonaValeRd88B6Mar

Req:R423410 /Doc:SP 0070187 B /Rev:17-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:4 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187

Plan of Subdivision of Lot 1 in DP1047891

PART 2 (Terms) (Cont'd)

4. Terms of Positive Covenant number 4 in the plan.

(a) The Registered Proprietor shall cleanse repair and maintain all siltation stormwater and drainage structures to the satisfaction of the Prescribed Authority so that they shall remain effective at all times and without limiting the generality of the foregoing the Registered Proprietor shall remove all sullage silt and other materials collected in any surface water collection pit or pits at all reasonable times so as to keep such pit or pits effective and at such other times as the Prescribed Authority may in writing reasonably require.

(b) The Registered Proprietor shall allow the Prescribed Authority its servant or agents with or without motor vehicles and at any reasonable time of the day and whenever the Prescribed Authority so desires to enter the land and view the condition of the land or any structure the subject of this covenant.

(c) The Registered Proprietor shall indemnify and keep indemnified the Prescribed Authority against all claims demands actions suits causes of action sums of money compensation interest damages cost charges and expenses which may at any time result or be caused directly or indirectly by the failure or inadequacy of the siltation stormwater or drainage structure on the land and/or the failure of the Registered Proprietor to cleanse repair or maintain the same.

(d) The Registered Proprietor shall make such improvements alterations or amplifications to any siltation stormwater or drainage structure on the land as the Prescribed Authority shall by notice in writing reasonably require.

(e) Without the written consent of the Prescribed Authority the Registered Proprietor shall not:-

i) alter the level of the land,

ii) do anything on the land which impedes or interferes with the normal flow of stormwater or other water through the siltation stormwater or drainage structure constructed on the land or interfere with its proper operation.

(f) The Registered Proprietor shall provide the Prescribed Authority with a certificate which:

i) is prepared by a certified practising engineer; and

ii) certifies that all siltation stormwater and drainage structures are in a satisfactory state of repair and are operating effectively and in accordance with their design.

The certificate must be provided to the Prescribed Authority annually within one month of the anniversary of the date of this covenant.

NAME OF AUTHORITY empowered to release vary or modify the Positive Covenant numbered 4 in the plan.

Pittwater Council

SIGNED FOR AND ON BEHALF OF
WALKER CORPORATION
~~McROSS DEVELOPMENTS~~ PTY LIMITED

..... Secretary

..... Director

Ref: 26080-26683MonaValeRd88B6Mar

Req:R423410 /Doc:SP 0070187 B /Rev:17-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:5 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187

Plan of Subdivision of Lot 1 in DP1047891

SIGNED SEALED AND DELIVERED for
and on behalf of ENERGYAUSTRALIA by

Grant Kenneth Greene-Smith
.....
its duly constituted Attorney pursuant to
Power of Attorney registered Book ~~4290~~ 4368
No. ~~806~~ 61

.....
ATTORNEY

.....
WITNESS Glenn James Elmore
c/- 570 George Street
Sydney

The common seal of
Walker Corporation Pty Limited
ACN 001 176 263
was hereunto affixed
by resolution of the Directors:

WALKER CORPORATION PTY LIMITED
Common Seal
A.C.N.
001 176 263

.....
DIRECTOR

.....
SECRETARY

~~Approved by Pittwater Council~~

.....
~~General Manager/Authorised Person~~
Accredited Certifier
Accreditation No. 418677

Ref: 26080-26683MonaValeRd88B6Mar

REGISTERED 14.4.2003

STRATA PLAN FORM 1 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA CERTIFICATE

* Name of ~~Council~~/ * Accredited Certifier S G JOHNSON
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 ~~or * Strata Schemes (Leasehold 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 a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~* 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) 53–75 INCL. (being utility 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 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 28 MARCH, 2003
Subdivision No 10365
Accreditation No 418677
Relevant Development Consent No DA N0939/02
Issued by PITTWATER COUNCIL

~~Authorised Person / General Manager~~ / Accredited Certifier

SURVEYOR'S CERTIFICATE

I, DAMIAN JOSEPH MAGUIRE
of MICHAEL LOCKLEY & ASSOC
P.O BOX 400 GLADESVILLE 1675
a surveyor registered under the Surveyors Act 1929, hereby certify that:

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

(2) ~~* (a) the building encroaches on a public place;~~
~~* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
~~* has been created by registered ‡~~
~~* is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature:
Date: 11-3-03

* Delete if inapplicable
* State whether dealing or plan, and quote registered number.

This is sheet 1 of my plan in 9 sheets.

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1047891

SP70187

L.G.A: PITTWATER Suburb/Locality: MONA VALE

Registered: 14.4.2003

Purpose: STRATA PLAN

Parish: NARRABEEN County: CUMBERLAND

Ref Map: ~~U9145-32#~~ U1867-62#

Reduction Ratio 1: Lengths are in metres

Last Plan: D.P1047891

Name of, and *address for service of notices on, the owners corporation
*Address required on original strata plan only

THE OWNERS OF STRATA PLAN No. 70187
No90 MONA VALE ROAD, MONA VALE, N.S.W 2103

COMMERCIAL Model By-Laws adopted for this scheme
Keeping of Animals: Option A/B/C
* Schedule of By-Laws in sheets filed with plan
* No By-Laws apply
* strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

"SEE SHEET 3 FOR UNIT ENTITLEMENTS"

FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
2) EASEMENT FOR ELECTRICITY PURPOSES 2 AND 3.3 WIDE
3) POSITIVE COVENANT
4) POSITIVE COVENANT

WALKER CORPORATION PTY LIMITED
Common Seal
A.C.N. 001 176 263

DIRECTOR
SECRETARY

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

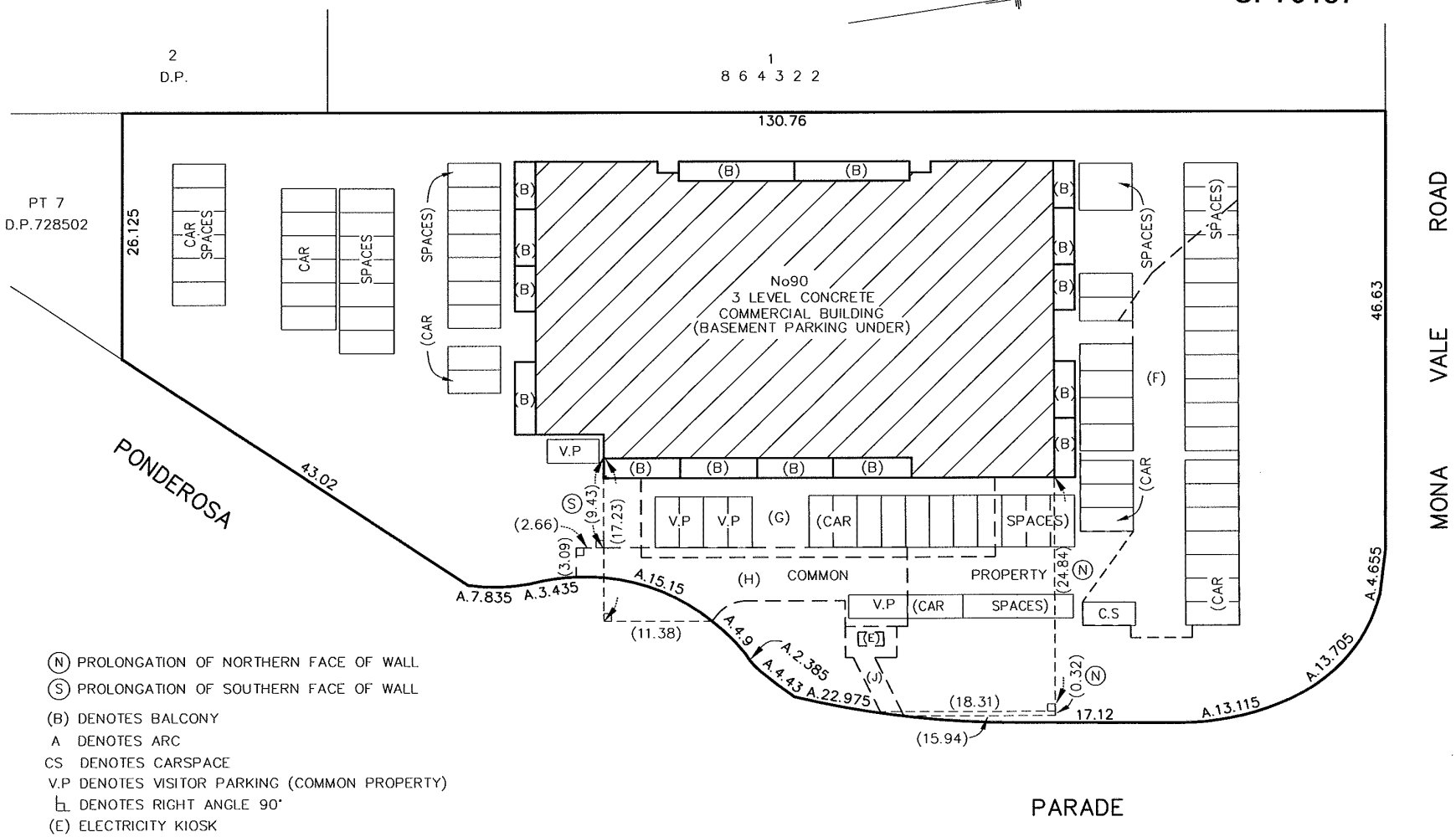
Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:1 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

LOCATION PLAN

SP70187



(N) PROLONGATION OF NORTHERN FACE OF WALL
(S) PROLONGATION OF SOUTHERN FACE OF WALL
(B) DENOTES BALCONY
A DENOTES ARC
CS DENOTES CARSPACE
V.P DENOTES VISITOR PARKING (COMMON PROPERTY)
⊾ DENOTES RIGHT ANGLE 90°
(E) ELECTRICITY KIOSK
(F) ABOVE GROUND STORMWATER DETENTION BASIN (POSITIVE COVENANT NUMBERED 3)
(G) BELOW GROUND STORMWATER DETENTION BASIN (POSITIVE COVENANT NUMBERED 3)
(H) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(J) EASEMENT FOR ELECTRICITY PURPOSES 2 AND 3.3 WIDE

Reduction Ratio 1: 400

lengths are in metres

Registered Surveyor

Accredited Certifier

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:2 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT
1	173
2	173
3	173
4	180
5	187
6	189
7	163
8	190
9	108
10	137
11	190
12	177
13	190
14	187
15	228
16	233
17	177
18	108
19	233
20	200
21	228
22	228
23	200
24	187
25	187
26	163
27	190

LOT No	UNIT ENTITLEMENT
28	108
29	153
30	190
31	163
32	190
33	243
34	228
35	240
36	233
37	230
38	230
39	230
40	200
41	187
42	187
43	163
44	190
45	108
46	153
47	190
48	163
49	170
50	243
51	228
52	240
53	7
54	7

LOT No	UNIT ENTITLEMENT
55	7
56	7
57	7
58	7
59	7
60	7
61	7
62	7
63	7
64	7
65	7
66	7
67	7
68	7
69	7
70	7
71	7
72	7
73	7
74	7
75	7
TOTAL	10,000

Reduction Ratio 1: lengths are in metres

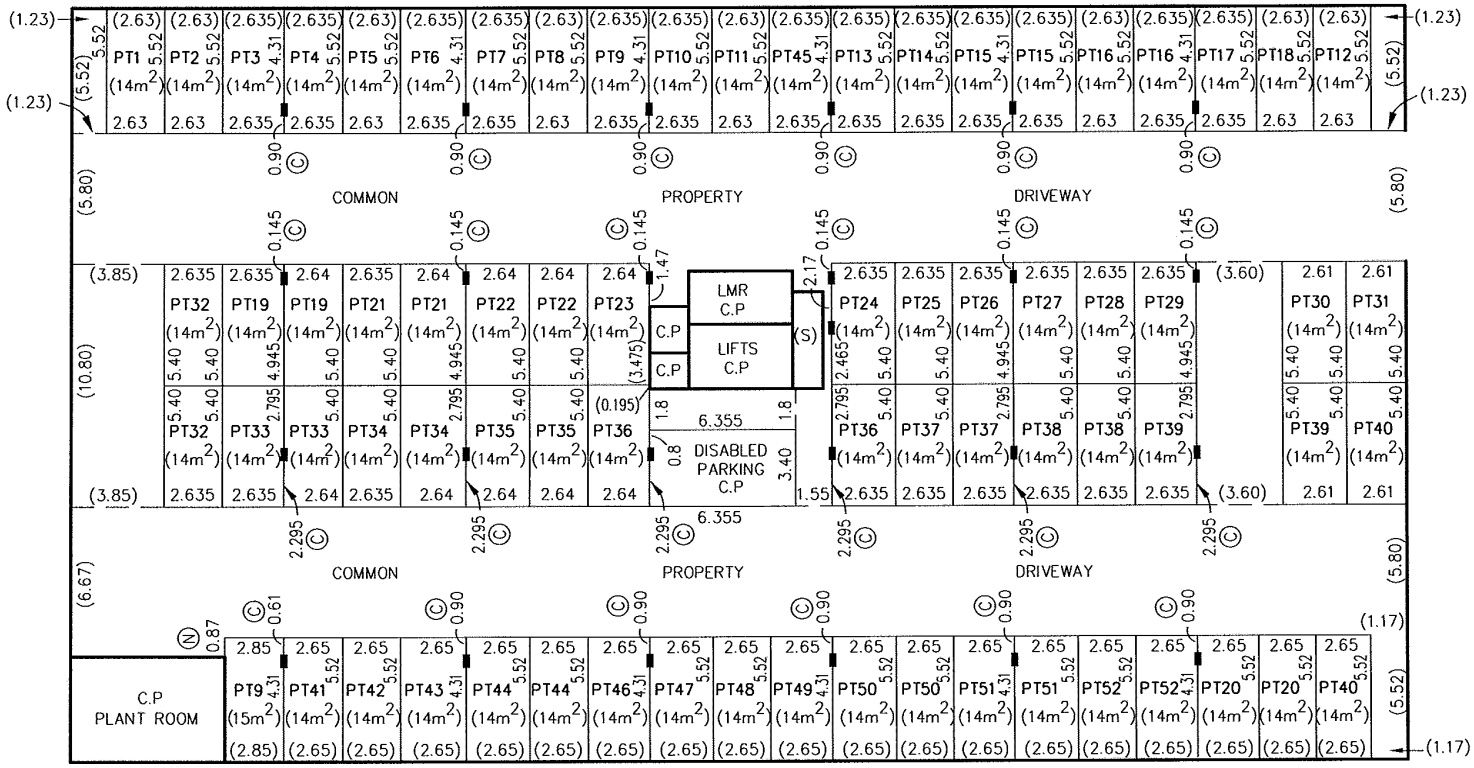
Registered Surveyor

~~General Manager/Authorised Person~~ Accredited Certifier

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:3 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187



BASEMENT (CARPARKING)

(N) PROLONGATION OF NORTH FACE OF WALL

ALL AREAS ARE APPROXIMATE ONLY

C.P – DENOTES COMMON PROPERTY

LMR – DENOTES LIFT MOTOR ROOM (COMMON PROPERTY)

(S) – DENOTES STAIRS (COMMON PROPERTY)

(C) DENOTES DISTANCE TO FACE OF COLUMN

CARSPACE LOT BOUNDARIES ARE PROLONGATED TO THE CENTRE OF EACH COLUMN WHERE APPLICABLE

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

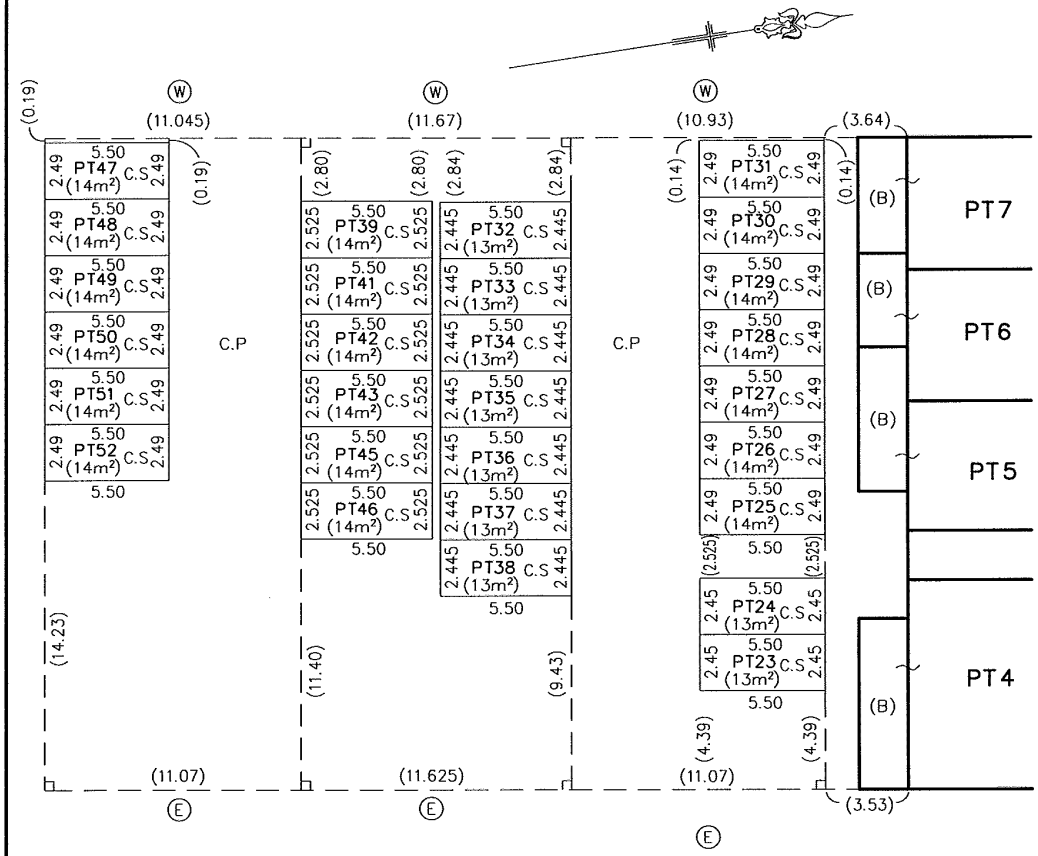
Accredited Certifier

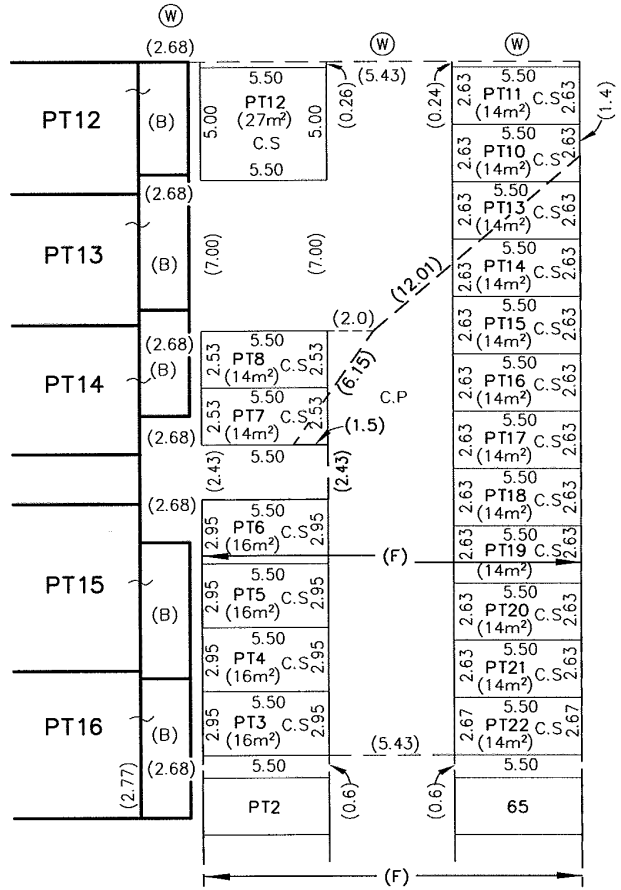
~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:4 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187





"SEE SHEET 6 FOR PARKING"

"SEE SHEET 6 FOR PARKING"

GROUND LEVEL (PARKING)

(E) PROLONGATION OF EASTERN FACE BUILDING WALL
(W) PROLONGATION OF WESTERN FACE BUILDING WALL

ALL AREAS ARE APPROXIMATE ONLY
C.P – DENOTES COMMON PROPERTY
C.S – DENOTES CARSPACE
(B) – DENOTES BALCONY (COVERED)
(F) – ABOVE GROUND STORMWATER DETENTION BASIN (POSITIVE COVENANT NUMBERED 3)

THE STRATUM OF THE CARSPACES ARE LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURAFCE OF THEIR RESPECTIVE HARDSTAND BASES.

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

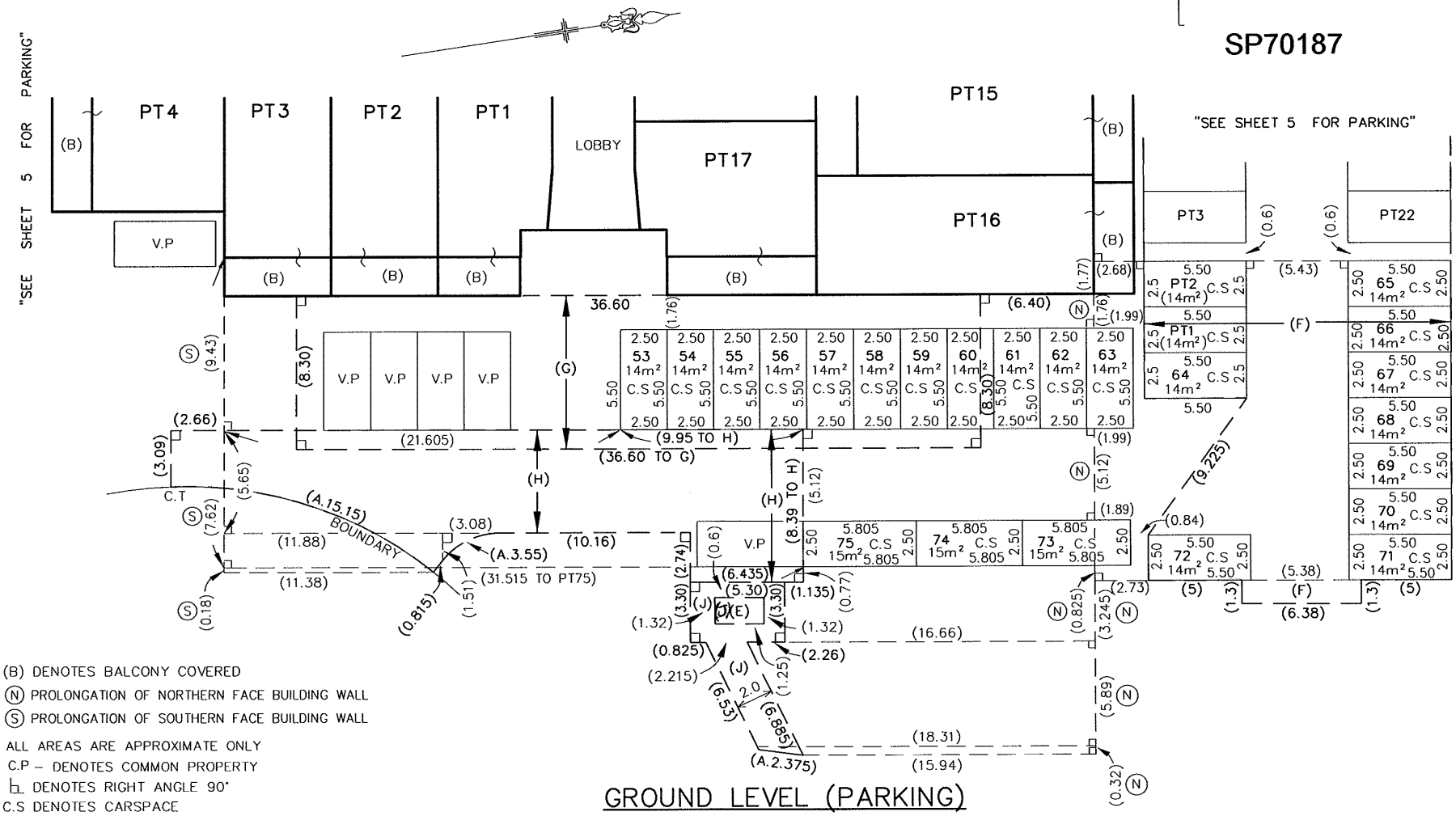
Accredited Certifier

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:5 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187



(B) DENOTES BALCONY COVERED

(N) PROLONGATION OF NORTHERN FACE BUILDING WALL

(S) PROLONGATION OF SOUTHERN FACE BUILDING WALL

ALL AREAS ARE APPROXIMATE ONLY

C.P – DENOTES COMMON PROPERTY

⊔ DENOTES RIGHT ANGLE 90°

C.S DENOTES CARSPACE

(E) ELECTRICITY KIOSK

(F) ABOVE GROUND STORMWATER DETENTION BASIN (POSITIVE COVENANT NUMBERED 3)

(G) BELOW GROUND STORMWATER DETENTION BASIN (POSITIVE COVENANT NUMBERED 3)

(H) RIGHT OF CARRIAGEWAY VARIABLE WIDTH

(J) EASEMENT FOR ELECTRICITY PURPOSES 2 AND 3.3 WIDE

GROUND LEVEL (PARKING)

THE STRATUM OF THE CARSPACES ARE LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURAFCE OF THEIR RESPECTIVE HARDSTAND BASES.

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

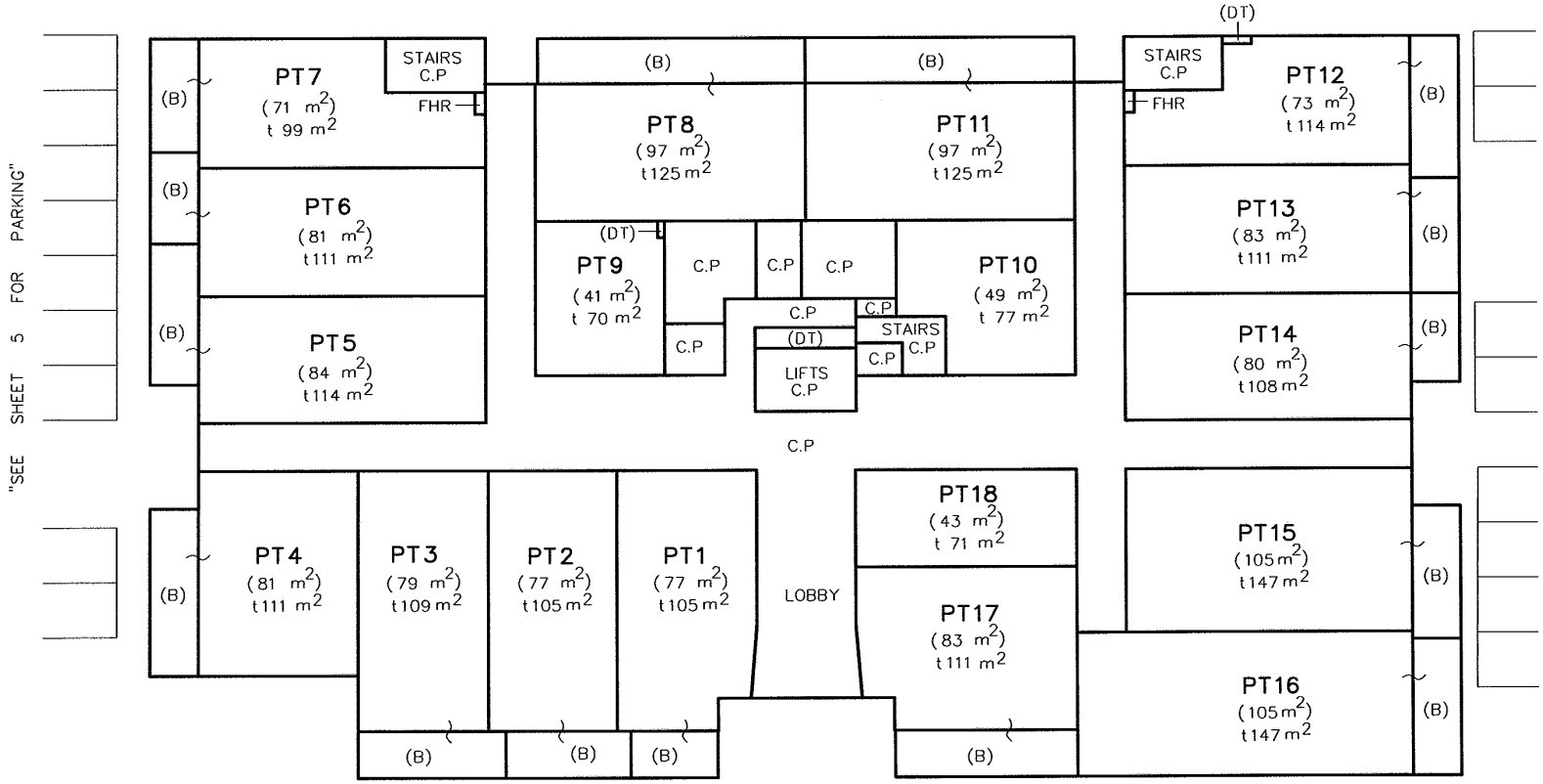
Accredited Certifier

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:6 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187



"SEE SHEET 6 FOR PARKING"

GROUND LEVEL

ALL AREAS ARE APPROXIMATE ONLY
(DT) – DENOTES SERVICE DUCT (COMMON PROPERTY)
C.P – DENOTES COMMON PROPERTY
(B) – DENOTES BALCONY (COVERED)
FHR – DENOTES FIRE HOSE REEL (COMMON PROPERTY)
t – DENOTES TOTAL AREA

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

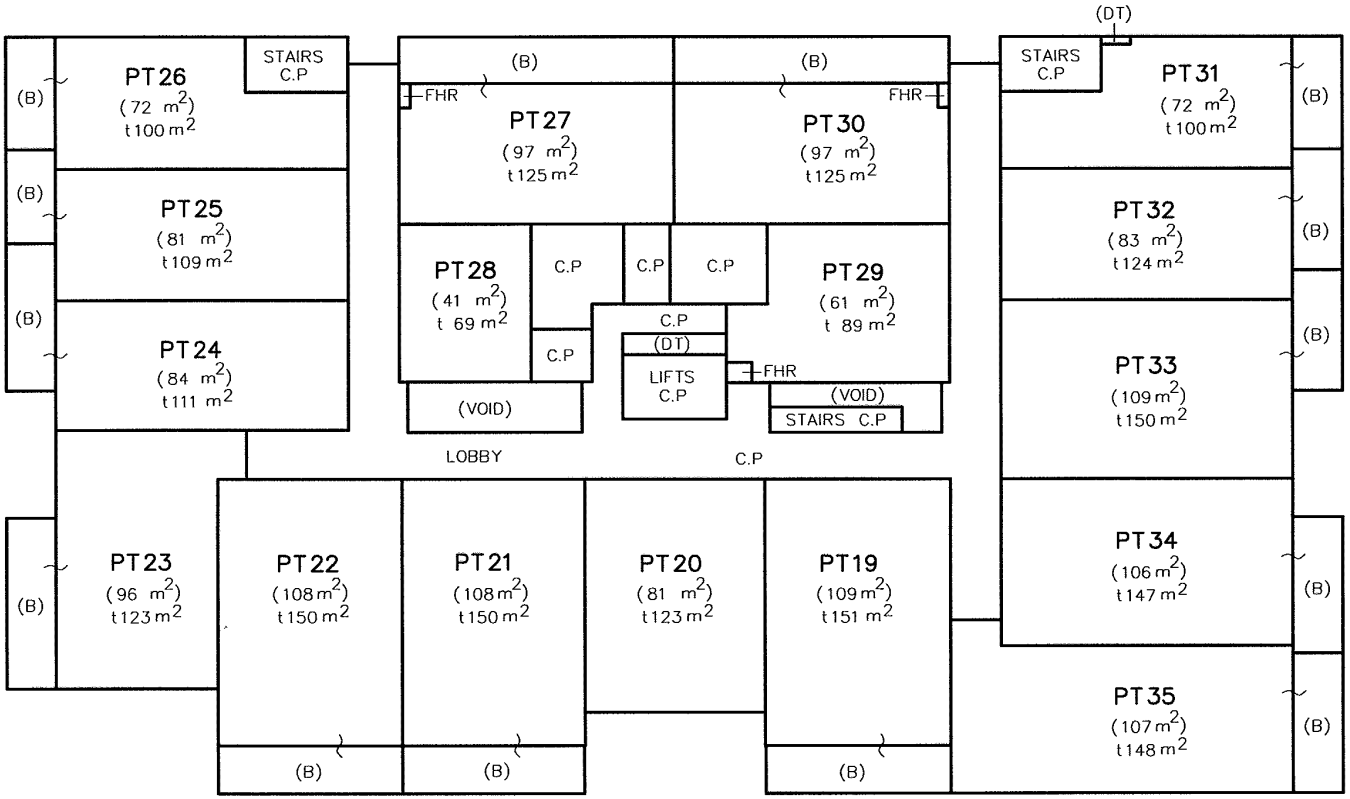
Accredited Certifier

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:7 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187



LEVEL 1

ALL AREAS ARE APPROXIMATE ONLY
(DT) – DENOTES SERVICE DUCT (COMMON PROPERTY)
C.P – DENOTES COMMON PROPERTY
(B) – DENOTES BALCONY (COVERED)
FHR – DENOTES FIRE HOSE REEL (COMMON PROPERTY)
t – DENOTES TOTAL AREA

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

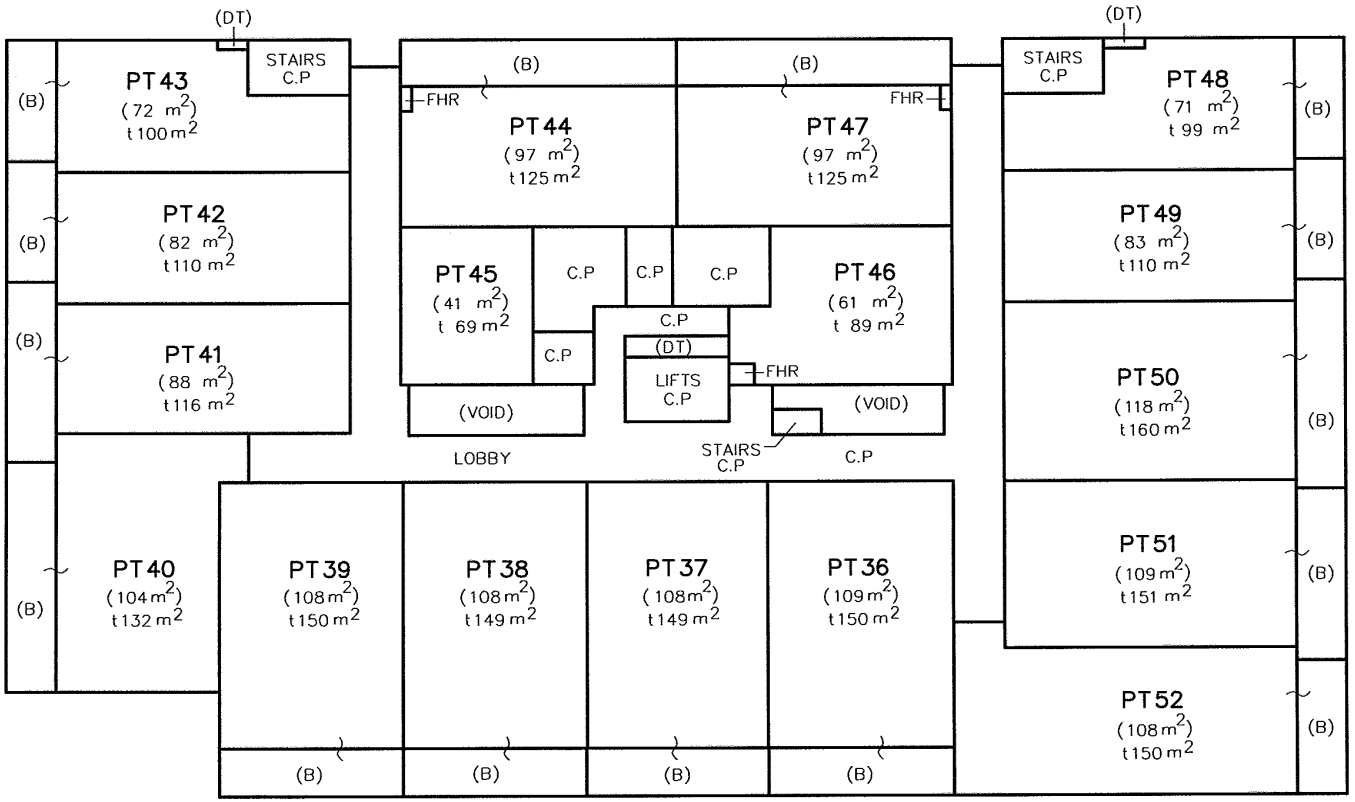
Accredited Certifier

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:8 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP70187



LEVEL 2

ALL AREAS ARE APPROXIMATE ONLY
(DT) – DENOTES SERVICE DUCT (COMMON PROPERTY)
C.P – DENOTES COMMON PROPERTY
(B) – DENOTES BALCONY
FHR – DENOTES FIRE HOSE REEL (COMMON PROPERTY)
t – DENOTES TOTAL AREA

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

lengths are in metres

Registered Surveyor

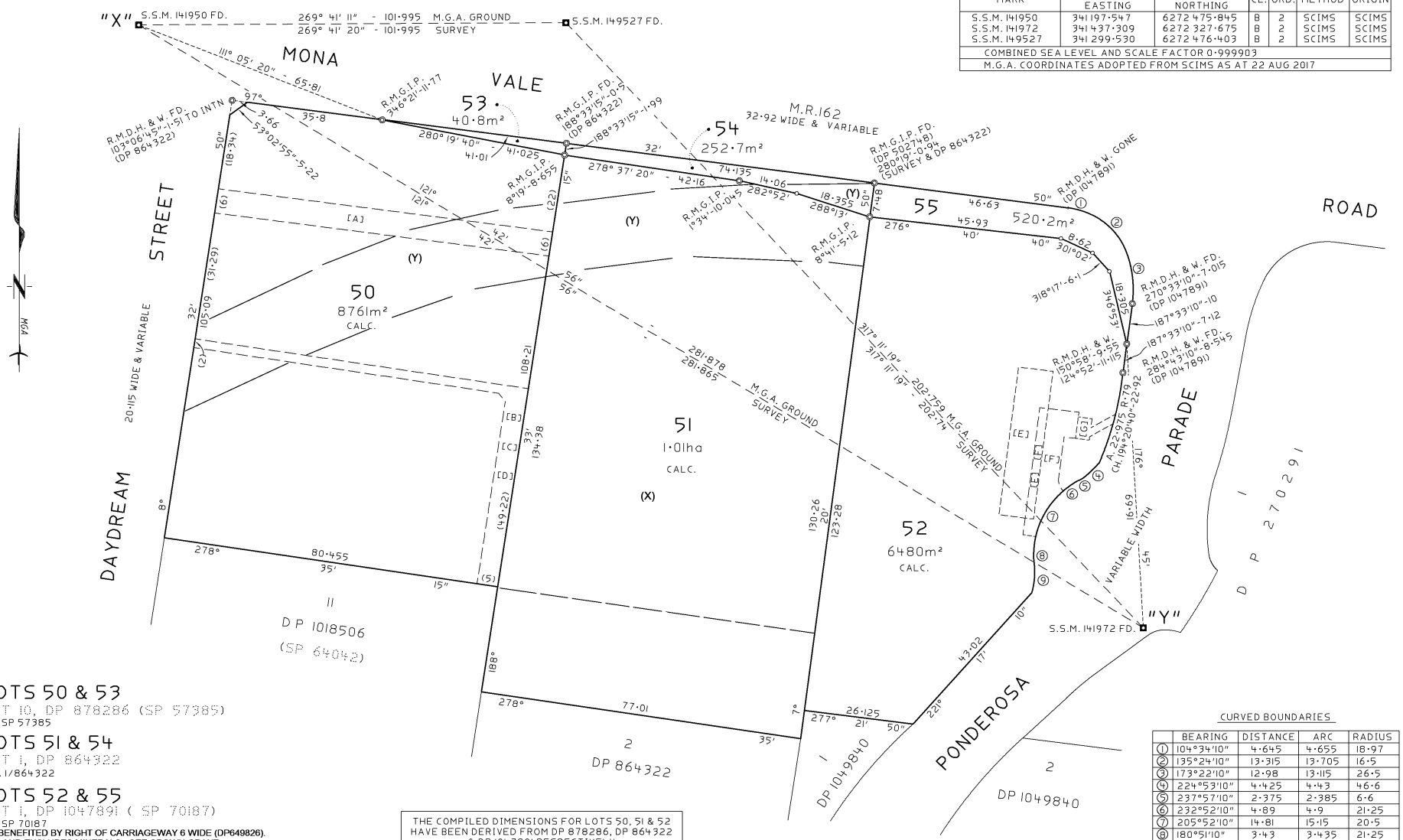
Accredited Certifier

~~General Manager/Authorised Person~~

SURVEYOR'S REFERENCE: 26080/26683SP "CHECKLIST"

Req:R423413 /Doc:SP 0070187 P /Rev:15-Apr-2003 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:9 of 9
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSES 35 (1) (b) & 61 (2)						
MARK	M.G.A. CO-ORDINATES : ZONE 56		CL.	ORD.	METHOD	ORIGIN
	EASTING	NORTHING				
S.S.M. 141950	341197·547	6272475·845	B	2	SCIMS	SCIMS
S.S.M. 141972	341437·309	6272327·675	B	2	SCIMS	SCIMS
S.S.M. 149527	341299·530	6272476·403	B	2	SCIMS	SCIMS
COMBINED SEA LEVEL AND SCALE FACTOR 0·999903						
M.G.A. COORDINATES ADOPTED FROM SCIMS AS AT 22 AUG 2017						



LOTS 50 & 53
LOT 10, DP 878286 (SP 57385)
CP/SP 57385

LOTS 51 & 54
LOT 1, DP 864322
C.T. 1/864322

LOTS 52 & 55
LOT 1, DP 1047891 (SP 70187)
CP/SP 70187

(X) BENEFITED BY RIGHT OF CARRIAGEWAY 6 WIDE (DP649826).
(Y) LAND EXCLUDES MINERALS - SEE CROWN GRANT.

[A] DP 649826 - RIGHT OF CARRIAGEWAY 6 WIDE
[B] DP 878286 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
[C] DP 878286 - RESTRICTION ON THE USE OF LAND **(SITE)**
[D] DP 878286 - POSITIVE COVENANT **(SITE)**
[E] SP70187 - POSITIVE COVENANT **NO.3 (SITE)**
[F] SP70187 - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
[G] SP70187 - EASEMENT FOR ELECTRICITY PURPOSES 2 & 3·3 WIDE

THE COMPILED DIMENSIONS FOR LOTS 50, 51 & 52 HAVE BEEN DERIVED FROM DP 878286, DP 864322 & DP 1047891 RESPECTIVELY

CURVED BOUNDARIES

	BEARING	DISTANCE	ARC	RADIUS
1	104°34'10"	4·645	4·655	18·97
2	135°24'10"	13·315	13·705	16·5
3	173°22'10"	12·98	13·115	26·5
4	224°53'10"	4·425	4·43	46·6
5	237°57'10"	2·375	2·385	6·6
6	232°52'10"	4·89	4·9	21·25
7	205°52'10"	14·81	15·15	20·5
8	180°51'10"	3·43	3·435	21·25
9	183°50'10"	7·78	7·835	18·6

Surveyor : DAVID KENNETH BURKE
Date of Survey : 22-08-2017
Surveyor's Ref : SP3868, CI1429A CHECKLIST, LASRA

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993.

L.G.A. : NORTHERN BEACHES
Locality : WARRIEWOOD
Subdivision No : N/A
Lengths are in metres. Reduction Ratio 1:600

Registered 6.11.2017

DP1236948

FILE : 2017/018582 FIELD BOOK : 0162 279 FP 0001 PLAN: 0162 279 SS 4002

Req:R423414 /Doc:DP 1236948 P /Rev:07-Nov-2017 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:1 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Req:R423414 /Doc:DP 1236948 P /Rev:07-Nov-2017 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Office Use Only

Registered: 6.11.2017

Title System: TORRENS

Purpose: ACQUISITION (ROADS ACT,1993)

Office Use Only

DP1236948

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993.

LGA: NORTHERN BEACHES

Locality: WARRIEWOOD

Parish: NARRABEEN

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, DAVID KENNETH BURKE.....

of ROADS AND MARITIME SERVICES .....

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*~~(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012~~, is accurate ~~and the survey was completed on .....~~

*(b) The part of the land shown in the plan (*being/*~~excluding~~ ^ LOTS 53, 54, 55 & CONNECTIONS) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on,22-08-2017.. the part not surveyed was compiled in accordance with that Regulation.

*~~(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.~~

Signature: D.K. Burke Dated: 19.10.17

Surveyor ID: 645 .....

Datum Line: "X" – "Y" .....

Type: *Urban

The terrain is *Level-Undulating

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

LOTS 53, 54 & 55 ARE REQUIRED FOR ROAD AND AFTER CONSTRUCTION WILL BE DEDICATED AS PUBLIC ROAD UNDER SECTION 10 OF THE ROADS ACT, 1993.

Plans used in the preparation of survey.

DP 864322

DP 502748

DP 1047891

DP 878286

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: SP3868, (CI1429A) CHECKLIST, LASRA

FILE : 2017/018582 FIELD BOOK : 0162 279 FP 0001 PLAN : 0162 279 SS 4002

Req:R423414 /Doc:DP 1236948 P /Rev:07-Nov-2017 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:3 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.11.2017

Office Use Only

DP1236948

PLAN OF LAND TO BE ACQUIRED FOR THE PURPOSES OF THE ROADS ACT, 1993.

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

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

Subdivision Certificate number: .....

Date of Endorsement: .....

LOTS 50 & 53 – 92A MONA VALE ROAD, WARRIEWOOD
LOTS 51 & 54 – 92 MONA VALE ROAD, WARRIEWOOD
LOTS 52 & 55 – 90 MONA VALE ROAD, WARRIEWOOD

APPROVED:

.....

A/ PRINCIPAL SURVEYOR
ROADS AND MARITIME SERVICES

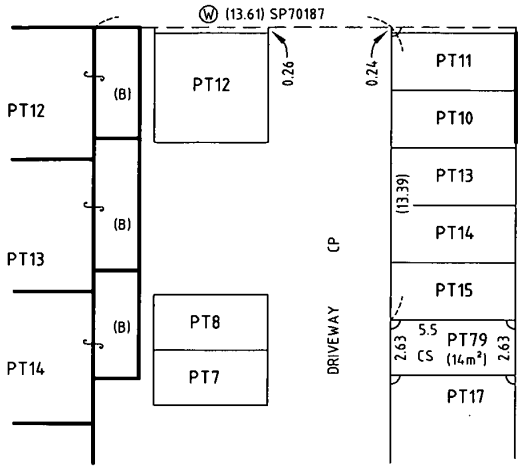
If space is insufficient use additional annexure sheet

Surveyor's Reference: SP3868 (CI1429A)CHECKLIST, LASRA

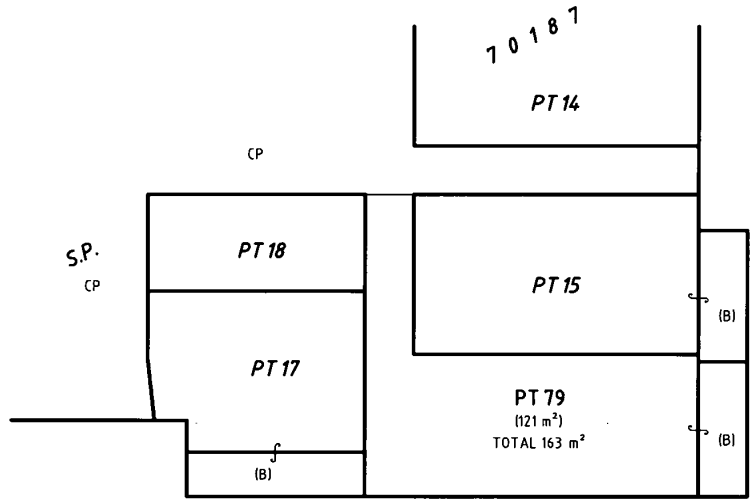
FILE : 2017/018582 FIELD BOOK : 0162 279 FP 0001 PLAN : 0162 279 SS 4002

FLOOR PLAN

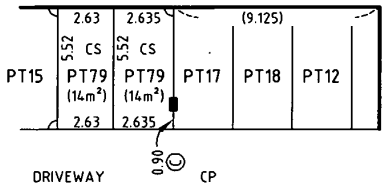
GROUND FLOOR (CAR PARKING)



GROUND FLOOR



BASEMENT (CAR PARKING)



DENOTES 90°

DENOTES CORNER OF WALL

(C) DENOTES DISTANCE TO FACE OF COLUMN
CARSPACE LOT BOUNDARIES ARE PROLONGATED
TO THE CENTRE OF EACH COLUMN WHERE APPLICABLE

(W) PROLONGATION OF WESTERN FACE BUILDING WALL

THE STRATUM OF THE CARSPACES ON GROUND FLOOR ARE LIMITED IN HEIGHT
TO 3 METERS ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND BASES.

(B) DENOTES BALCONY (COVERED)
CS DENOTES CAR SPACE
CP DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: ANDREW LIONEL WHITFIELD
Surveyor Ref: 42098
Subdivision No: S18/0419/01
Lengths are in metres. Reduction Ratio 1:200

Registered: 14.9.2018

SP97995 P

Req:R423412 /Doc:SP 0097995 P /Rev:14-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:1 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Req:R423412 /Doc:SP 0097995 P /Rev:14-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:2 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 14.9.2018

Office Use Only

SP97995 S

STRATA PLAN OF SUBDIVISION OF LOT 16 AND PART OF COMMON PROPERTY SP70187

LGA: **NORTHERN BEACHES**
Locality: **WARRIEWOOD**
Parish: **NARRABEEN**
County: **CUMBERLAND**

This is ***FREEHOLD/~~*LEASEHOLD~~** Strata Scheme

Surveyor's Certificate

I, ANDREW LIONEL WHITFIELD
of NORTON SURVEY PARTNERS PTY LTD
P.O. BOX 289 ROZELLE NSW 2039,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

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

Signature: A. Whitfield
Date: 14.03.18
Surveyor ID: 8382
Surveyor's Reference: 42098

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I ROBIN HOWARD being an Accredited Certifier, accreditation number BPB0802, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 or 59 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 63 Strata Schemes Development Act 2015.~~

Certificate Reference: S18/0419/01
Relevant Planning Approval No.: DA 2018/0207
issued by: NORTHERN BEACHES COUNCIL
Signature:
Date: 25 JUNE 2018

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R423412 /Doc:SP 0097995 P /Rev:14-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:3 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Office Use Only

Registered: 14.9.2018

Use Only

SP97995

VALUER'S CERTIFICATE

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

Signature: ..... Date April 3rd 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE
SP70187		SP70187		SP70187		SP70187	
1	173	21	228	40	200	59	7
2	173	22	228	41	187	60	7
3	173	23	200	42	187	61	7
4	180	24	187	43	163	62	7
5	187	25	187	44	190	63	7
6	189	26	163	45	108	64	7
7	163	27	190	46	153	65	7
8	190	28	108	47	190	66	7
9	108	29	153	48	163	67	7
10	137	30	190	49	170	68	7
11	190	31	163	50	243	69	7
12	177	32	190	51	228	70	7
13	190	33	243	52	240	71	7
14	187	34	228	53	7	72	7
15	228	35	240	54	7	SP92228	
17	177	36	233	55	7	76	7
18	108	37	230	56	7	77	7
19	233	38	230	57	7	78	7
20	200	39	230	58	7		
						79	234
						TOTAL	10001

Surveyor's Reference: 42098

Req:R423412 /Doc:SP 0097995 P /Rev:14-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:4 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 14.9.2018

e Only

SP97995 S

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

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

Certificate of Owners Corporation - Initial Period

1. The Owners – Strata Plan No.70187 hereby certifies that in respect of their Strata Scheme that:
   a) *The local council or accredited certifier issued a strata certificate consenting to a subdivision on 25.06.2018
   ~~b) *The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on .....~~
   ~~c) *The owners corporation issued a strata certificate indicating the passing of a special resolution authorising the execution of a dealing on .....~~

2. *The initial period expired before that date.

3. ~~*At the above date the original proprietor owned all the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged with this certificate~~.
   (* delete where inapplicable)

Certificate of Owners Corporation - Subdivision

The owners corporation certifies that on 09/08/2018 it passed:

- *a special resolution agreeing to the proposed subdivision, which involves common property, illustrated on the plan herewith.
- ~~*a resolution agreeing to the proposed subdivision, which does not involve common property, illustrated on the plan herewith.~~

Certificate of Owners Corporation – Unit Entitlements

The owners corporation certifies that on 09/08/2018. it passed a special resolution agreeing to each unit entitlement and the aggregate unit entitlement shown in the schedule attached to this certificate.

THE OWNERS OF STRATA PLAN 70187
Common Seal

Certificate of Owners Corporation – Attestation

The Seal of the Owners – Strata Plan No.70187 was affixed on 10/08/2018 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: JARROD LINC Authority: STRATA MANAGER

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

Surveyor's Reference: 42098

Req:R423412 /Doc:SP 0097995 P /Rev:14-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:5 of 5
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 14.9.2018

Office Use Only

SP97995

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

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

EXECUTION BY REGISTERED PROPRIETORS:

Kym Houden

Jennifer Anne Houden

Daniel Houden

Dean Houden

Surveyor's Reference: 42098

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:1 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Form: 15CH
Release: 2.1

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

AN574204B

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

(A) **TORRENS TITLE** For the common property
FOLIO IDENTIFIER CP/SP70187

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
100	BOND AND BOND LAWYERS DX 408 SYDNEY NSW (02) 8378 4888 Reference: 18999	CH

(C) The Owners-Strata Plan No. 70187 certify that a special resolution was passed on 09/08/2018

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 16 ✓
Amended by-law No. NOT APPLICABLE
as fully set out below:

SEE ANNEXURE "A"

RELODGED
- 5 SEP 2018
TIME: 2

ON CD BL

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".

(G) The seal of The Owners-Strata Plan No. 70187 was affixed on 10/08/2018 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: JARROD LING
Authority: STRATA MANAGER

Signature:
Name:
Authority:

THE OWNERS OF STRATA PLAN 70187
Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Approved Form 10 with SP97995

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:2 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

"ANNEXURE A"

CONSOLIDATION OF BY-LAWS – STRATA PLAN 70187

Commercial/Retail Schemes

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 (for example a temporary display).

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 without the written approval of the owners corporation

.

(2) An approval given by the owners corporation under subclause (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

The seal of The Owners-Strata Plan 70187 was affixed on
in the presence of the following person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

JARROD LINC
Name

STRATA MANAGER
Authority

THE OWNERS OF STRATA PLAN 70187
Common Seal

(c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(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, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (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 subclause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) 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.

5 Depositing rubbish and other material on common property

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

6 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property.

7 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, 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) Subclause (1) 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.

(3) 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, 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.

(4) Subclause (3) 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.

8 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.

9 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).

10 Preservation of fire safety

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

11 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.

12 Provision of amenities or services

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

(a) security services,

(b) promotional services,

(c) advertising,

(d) cleaning,

(e) garbage disposal and recycling services,

(f) electricity, water or gas supply,

(g) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (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.

13 Controls on hours of operation and use of facilities

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

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

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

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

14 Exclusive Use of Airconditioning Units for the lots

(1) The owner of each lot shall have exclusive use rights to the airconditioning unit which services his/her lot.

(2) Each lot owners shall be responsible for the maintenance, repair and replacement of the airconditioning unit and wiring connected to the airconditioning unit which services his/her lot.

(3) Access to the roof areas for the purpose of servicing is only to be carried out by a contractor nominated by the Owners Corporation Executive Committee.

15 No smoking is permitted in or upon any part of the following areas

(1) Within any part of the building, including but not limited to:

(a) A lot or the balcony of a lot or undercover or other parking spaces, any common property, including but not limited to a toilet, a kitchenette, a service riser or port cavity, a plant room, an entry/exit point, a walkway or passageway, a stairway, a storage area, or the like;

(2) Within ten (10) metres of an external wall of the building and of any external facility, including but not limited to:

(a) An entry/exit point; a walkway leading to/from an entry/exit or to/from any other area or facility, including but not limited to: postal boxes, a general service area or service room, an emergency exit, a stairway, or the like.

(b) Smoking waste such as a cigarette butt or the like is not to be discarded on any part of the common property.

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:7 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665
Ref:18999TASKRETAIL /Src:B

MINUTES OF THE FIRST ANNUAL GENERAL MEETING

STRATA PLAN 70187

ADDRESS: 90 MONA VALE ROAD, MONA VALE

Held onsite at 90 Mona Vale Road, Mona Vale
on Thursday, 12 June 2003 at 11:00am

IN ATTENDANCE: P McConaghy (Lot 19), J Marchant (Lot 12), L Altona (Lot 32), L Fitzgibbon (Lot 26), P Courtis (Lot 18), A Cantarella (Lots 34, 35), P Randazza (Lots 51, 52), T Hilliger (Lot 31), S Tay (Lot 17), R Wise and M Psillakis on behalf of Bridge Real Estate Pty Ltd

APOLOGIES: Walker Corporation Pty Ltd (Lots 2, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16, 20, 24, 25, 27, 28, 29, 30, 33, 41, 42, 43, 44, 45, 46, 47, 49, 50), C Worthington (Lot 23), M & R Matthews (Lot 3), J Pegler (Lots 36, 37), J & M Oldfield (Lots 39, 40)

PROXIES: R Wise on behalf of lots 2, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16, 20, 24, 25, 27, 28, 29, 30, 33, 41, 42, 43, 44, 45, 46, 47, 49, 50, 23, 3, 36, 37, 39, 40

CHAIRPERSON: Mr Wise was elected as Chairperson of the Meeting.

QUORUM: Mr Wise noted that a quorum was present for the first item of business and, assuming everyone remained at the Meeting, a quorum would be present for all remaining items of business.

INSURANCES: Discussion ensued as to whether office bearers and fidelity fund insurance should be taken out. A copy of the insurance policy was tabled during which discussion ensued as to the level of insurance as requirements of the act.

It was therefore unanimously agreed that the insurances affected by the original owner be confirmed.
Carried.

CONTRIBUTIONS: Mr Wise tabled the proposed budget explaining in detail that during the first year, budgets may be unpredictable due to uncertainties in levels of expenditure.

It was unanimously agreed that the proposed budget for the year ending 30 June 2004 be accepted, determining the Administration Fund at an amount of $125,895 (including GST) and the Sinking Fund at an amount of $16,500 (including GST).
Carried Unanimously.

EXECUTIVE COMMITTEE:

RESOLVED that the number of members to be elected to the Executive Committee be determined at three.

An election was then held in accordance with the procedure prescribed in Part 4 of the Strata Schemes Management Act 1996, following which the Chairperson declared that the following persons elected to the Executive Committee: Mr Altona, Mr Marchant, Ms McConaghy.

Discussion ensued as to the appointment of the Chairperson for the ensuing financial year, and as Mr Marchant is on site, it was proposed that Mr Marchant be elected Chairperson of the Owners Corporation.
Carried Unanimously.

RESTRICTED MATTERS:

It was unanimously proposed that at this stage, no matters be determined as restricted matters under section 21(2)(b) of the Strata Schemes Management Act 1996.

BY-LAWS:

Following discussion is was unanimously resolved that an addition be made to the by laws to enable the air conditioning units and ducting/wiring connecting them to become the responsibility, repair and replacement of each lot owner.
The new By Law will read as follows:

By Law No 14 – Exclusive use of air conditioning units for the lots

(a) The owner of each lot shall have exclusive use rights to the air conditioning unit which services his/her lot.

(b) Each lot owner shall be responsible for the maintenance, repair and replacement of the air conditioning unit and wiring connected to the air conditioning unit which services his/her lot.

(c) Access to the roof areas for the purpose of servicing is only to be carried out by a contractor nominated by the owners corporation Executive Committee.

STRATA MANAGING AGENT:

Mr Wise discussed the ongoing benefits of choosing Bridge Real Estate as the Strata Managers. It was proposed that Bridge Real Estate be appointed as Strata Managing Agents in accordance with the Management Agency Agreement forwarded to the Owners with the Notice of First Annual General Meeting.

It was then unanimously agreed that Bridge Real Estate be appointed as Strata Managing Agent for the ensuing year.
Carried.

FINANCIALS:

Mr Wise explained that as the original owner has met all costs in relation to the period prior to the First Annual General Meeting, that there we no financial records at this time.

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:9 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665 :ALL /Prt:15-Feb-2017 13:38 /Seq:4 of 4
Ref:18999TASKRETAIL /Src:B

AUDITOR: Mr Wise addressed the meeting and explained all the requirements under the act, to which discussions ensued as to the costs associated with the auditor.

It was agreed that an Auditor should be appointed.
Carried Unanimously

There being no further business the meeting closed at 11:30am.

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:10 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

16 Certain Works and Special Privileges in relation to Lots 15, 17 and 18 in Strata Plan 70187 and Lot ~~76~~ 79 in Strata Plan 97995

16.1 Interpretation and Definitions

(1) Interpretation. Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

(a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part hereof and do not affect the operation hereof;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(f) any reference to legislation includes any amending or replacing legislation;

(g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(k) a term defined in the Management Act or Development Act will have the same meaning.

(2) Functions of the owners corporation:

(a) without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it by this by-law;

(b) no provision of this by-law that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

(3) Severability.

(a) to the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) to the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

(4) Scope of Works. Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

(5) Plans and drawings. A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

(6) Definitions. Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

(a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

(b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979.

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:12 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

(d) an authorised fire officer within the meaning of the Environmental Planning and Assessment Act 1979;

Building Works has the meaning given to it in the Building Works Conditions;

Building Works Conditions means the provisions of Schedule 1 "Building Works Conditions";

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Lots mean Lots 15, 17 and 18 in Strata Plan 70187 and Lot ~~76~~ 79 in unregistered Strata Plan 97995;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

(a) the occupier of a lot;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

Owner means:

(a) the owner of the Lots; and

(b) where there is more than one owner of a lot, means those owners jointly and severally in respect of each such lot.

owners corporation means the owners corporation created on registration of the strata plan;

parcel means the land and buildings the subject of the strata plan;

Resolution means the special resolution of the owners corporation to authorise the Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Owner;

Scope of Works means the Scope of Works in Schedule 2;

strata scheme means the strata scheme relating to the strata plan;

strata plan means strata plan number 70187; and

Work means Building Works as set out in the Scope of Works.

16.2 Rights and Obligations

(1) Work. Subject to the conditions set out in this by-law, the Owner may carry out and keep the Work.

(2) Building Works. The Owner must comply with the Building Works Conditions. The Building Works must comply with the Building Works Conditions.

(3) Ongoing maintenance and use. The Owner is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair the Building Works at the Owner's own cost.

(4) Access. The Owner must provide the owners corporation with access to the Lots for the purpose of monitoring or enforcing compliance with this by-law as follows:

(a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, to the extent otherwise required by law.

(5) Indemnity. The Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) except to the extent that such damage, costs, loss, claim, demand, suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

(6) Default. If the Owner fails to comply with any obligation under this by-law, the owners corporation may carry out that obligation and recover the cost of so doing from the Owner.

16.3 Methods and procedures

(1) Approvals. The Owner must:

(a) obtain all necessary Approvals in relation to the Building Works;

(b) provide a copy of any such Approvals to the owners corporation; and

(c) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

(2) Consent. The owners corporation must provide its consent as may be required by any Authority in connection with the Work, without limitation including by affixing its seal by way of consent to any application to an appropriate Authority, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

(3) Acting through others. The Owner is liable for the acts or omissions of the Owner's servants, agents or contractors as fully as if the Owner was those servants, agents or contractors and those acts or omissions were those of the Owner.

(4) Liability for occupiers and invitees. The Owner:

(a) must ensure, and must use the Owner's best endeavours to ensure, that the Owner's invitees, agents, contractors or employees comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots; and

(b) is liable for the acts or omissions of the Owner's invitees, agents, contractors or employees in breach of this by-law as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

(5) Exercise of care, skill and compliance with law. In carrying out the Work, the Owner must:

(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

(6) Obligation to do work to remedy breach. The Owner is required to do any work necessary to remediate any breach by the Owner or the Owner's agents, contractors or employees, including without limitation work to:
(a) comply with the obligation breached;

(b) repair any damage caused to the parcel;

(c) clean any rubbish, dirt, debris, or staining caused to the parcel;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the parcel; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the parcel and caused by that breach.

(7) Conditions attaching to remedial work. Where remedial work is required in respect to the Work, the Owner must ensure that the remedial work is done as soon as practicable:

(a) in accordance with any applicable law and any other applicable requirement hereof; and

(b) in a proper and workmanlike manner and exercising due care and skill.

(8) Power to carry out work and recover costs. Within the meaning of section 120 of the Management Act, if the Owner fails to comply with the Owner's obligations under Clauses 16.3 (6) and 16.3 (7) above, then the owners corporation may carry out that work and may recover the cost of carrying out that work from the Owner, or any person who, after the work is carried out, becomes the owner of the Lots.

(9) Recovery of amounts. Any amount due to the owners corporation from the Owner in connection with the Work or any remedial work is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the Owner; and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the Owner, including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

The seal of The Owners-Strata Plan 70187 was affixed on
in the presence of the following person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

JARROD LINC
Name

STRATA MANAGER
Authority

THE OWNERS OF STRATA PLAN 70187
Common Seal

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:16 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Schedule 1 Building Works Conditions

1. Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

(a) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of the Scope of Works;

(b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

(c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;

(d) be fit for their purpose;

(e) only be carried out using materials belonging to the Owner;

(f) be carried out with due diligence and expedition and within a reasonable time;

(g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

(h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

(i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

(j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

(k) not adversely affect the structure or support of the parcel except strictly in accordance with any matter which requires approval from a suitably qualified structural engineer; and

(l) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Cleanliness, protection and rectification

The Owner must:

(a) ensure the parcel is adequately protected from damage that may be caused by Building Works;

(b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and

(c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.3 Plans and specifications

If the owners corporation has not previously been provided with them, the Owner must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.4 Insurance

The Owner must effect and maintain the following insurance (or ensure the same is effected and maintained):

(a) any insurance required by law in connection with Building Works; and

(b) contractors all-risk insurance (including public liability insurance to a limit of not less than $5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.5 Ownership of works

To the extent that Building Works:

(a) occupy cubic space forming part of the Lots, they remain the property of the Owner; and

(b) occupy cubic space forming part of the common property, they form part of the common property.

1.6 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that the Owner is required or permitted to put effect to hereunder, and includes a reference to:

(a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and

(b) as the context may require, a reference to the result of those building works and related products and services being done and supplied;

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time.

Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:19 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

Schedule 2 Scope of Works

Works

Building Works to effect a fit-out of the Lots as set out in the attached drawings marked "B".

The seal of The Owners-Strata Plan 70187 was affixed on
in the presence of the following person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

JARROD LING
Name

STRATA MANAGER
Authority

THE OWNERS OF STRATA PLAN 70187
Common Seal

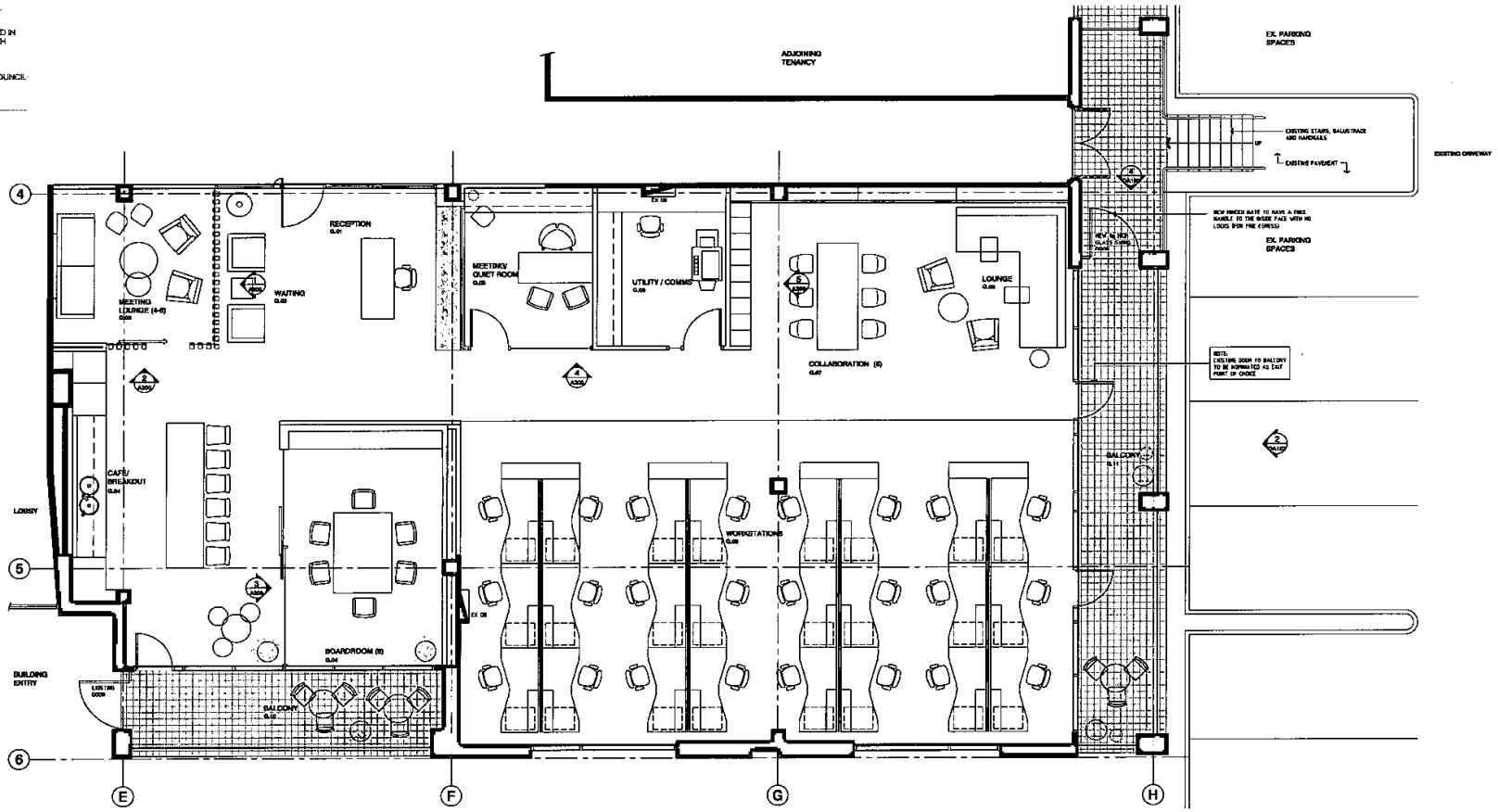
Req:R423411 /Doc:DL AN574204 /Rev:13-Sep-2018 /NSW LRS /Pgs:ALL /Prt:07-Sep-2022 12:16 /Seq:20 of 20
© Office of the Registrar-General /Src:InfoTrack /Ref:14665

B

THIS PLAN TO BE READ IN CONJUNCTION WITH

DA2018/0267

NORTHERN BEACHES COUNCIL



1 PROPOSED FLOOR PLAN - GROUND FLOOR
SCALE: 1:50 @ A1

LEGEND:

- Area of proposed works
- denotes existing tile floor finish, to remain

DA Issue

MCG
MOSTYN COPPER GROUP

TASK RETAIL TECHNOLOGY

revision	revision description	date
DA1	DEVELOPMENT APPLICATION ISSUE	06/03/2017
DA2	DEVELOPMENT APPLICATION ISSUE	16/03/2017
DA3	DEVELOPMENT APPLICATION ISSUE	17/03/2017
DA4	DEVELOPMENT APPLICATION ISSUE	23/03/2017

project title: Task Retail New Workspace

address: Suites 15, 16, 17 & 18 Ground Floor 90 Mona Vale Rd, Warriewood NSW

drawing title: Proposed Floor Plan Ground Floor

project number	scale	approved
216142	1:50@A1	BM
drawing number: DA101		revision: DA4

grayoukson

Page 20 of 20

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 14665
Date: 07/09/2022
Certificate No. ePLC2022/05897

Address of Property: 19/90 Mona Vale Road WARRIEWOOD NSW 2102
Description of Property: Lot 19 SP 70187

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

Pittwater Local Environmental Plan 2014

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

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

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

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

SEPP 65 – Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 9

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

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

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

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

Pittwater 21 Development Control Plan

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.

Zone B7 Business Park

2 Permitted without consent

Nil

3 Permitted with consent

Boat building and repair facilities; Centre-based child care facilities; Community facilities; Depots; Environmental protection works; Funeral homes; Horticulture; Industrial retail outlets; Industrial training facilities; Kiosks; Light industries; Mortuaries; Neighbourhood shops; Office premises; Passenger transport facilities; Recreation areas; Recreation facilities (indoor); Research stations; Respite day care centres; Restaurants and cafes; Roads; Service stations; Signage; Storage premises; Takeaway food and drink premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Wholesale supplies

4 Prohibited

Pond-based aquaculture; Any other development not specified in item 2 or 3

Additional permitted uses

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

Nil

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

(e) Minimum land dimensions

The *Pittwater Local Environmental Plan 2014* 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.

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*
3.1 Land to which code applies
This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:
(a) has an area of at least 200m2, and
(b) has a width, measured at the building line fronting a primary road, of at least 6m.

b) Rural Housing Code

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

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*
3A.1 Land to which code applies
This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

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.

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*
5A.1 Land to which code applies
This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

i) Container Recycling Facilities Code

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

Note: *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*
5B.2 Development to which code applies
This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal

protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

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

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

Nil

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

Nil

7A. Flood related development control Information

(1) The land is within the flood planning area and subject to flood related development controls.

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

(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:

Warriewood Valley Development Contributions Plan Amendment 16, Revision 4 - in force 1 July 2022
This Plan was approved by Council to levy contributions towards the provision, extension or augmentation of public amenities and public services that will, or are likely to be, required as a consequence of development in the Warriewood Valley Urban Release Area.

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land
The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

(a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

(b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

(a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

(b) There are not terms of a kind referred to in clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

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

In this clause:

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

Additional matters under the Contaminated Land Management Act 1997

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

(a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

(b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

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

Planning Certificate – Part 5

ePLC2022/05897

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:

Nil

Additional Information Applying To The Land

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

Nil

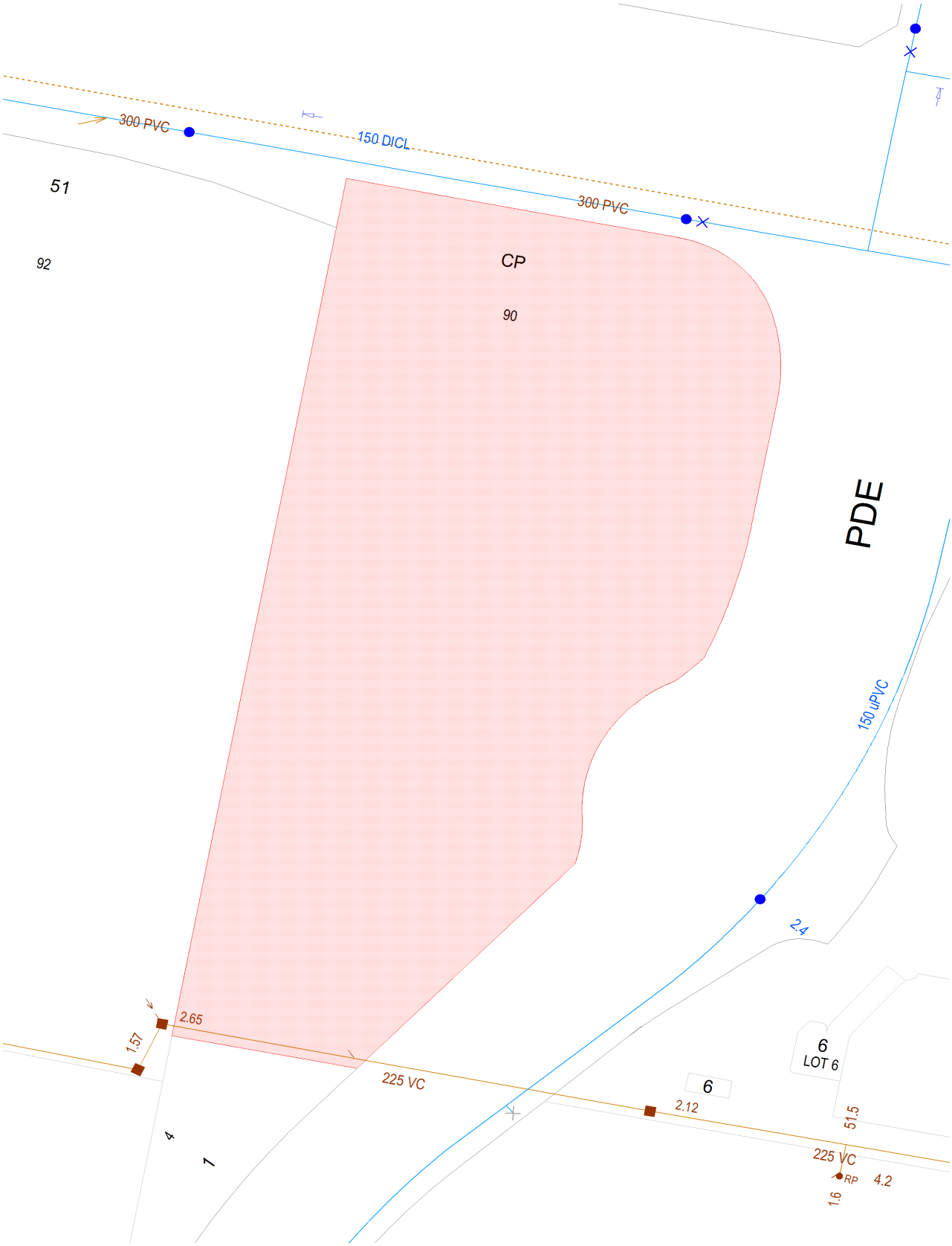
General Information

Tree Preservation and Management Order
Tree preservation and Management order applies to the subject land

Ray Brownlee PSM
Chief Executive Officer
07/09/2022

Service Location Print

Application Number: 8001933193



Document generated at 07-09-2022 12:31:02 PM

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

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale 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

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

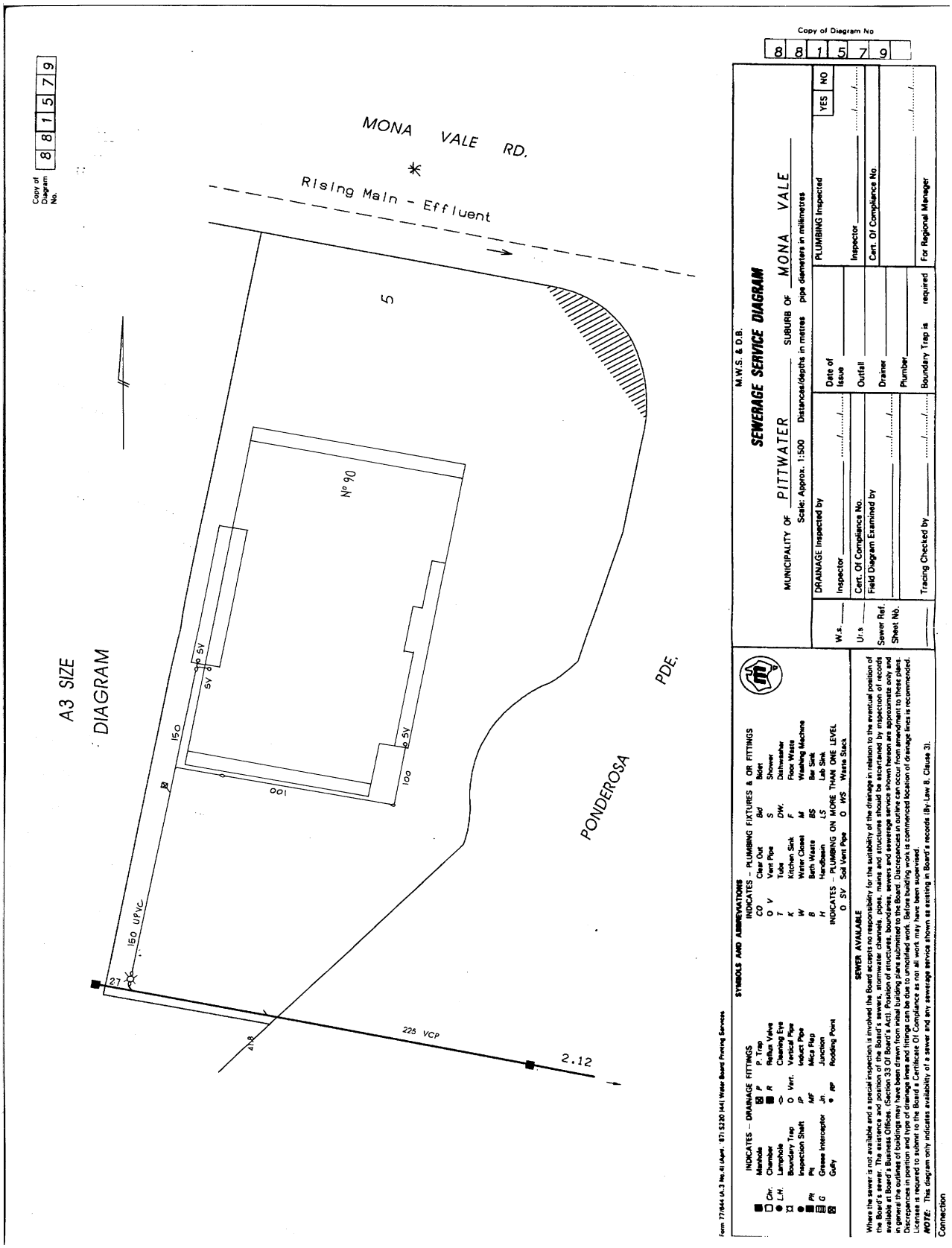
For general enquiries please call the Customer Contact Centre on 132 092

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

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

Sewer Service Diagram

Application Number: 8001933199



Document generated at 07-09-2022 12:31:32 PM

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