

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 129098579	NSW DAN:
vendor's agent	Infinity Property Agents 38/112 McEvoy Street, Alexandria NSW 2015		Phone: 02 9699 9179 Fax:
co-agent			Ref: Michael Kurosawa
vendor	CHRIS MICHAELS and RENITA LEE		
vendor's solicitor	Yau & Wang Lawyers Suite 601, 60 York Street Sydney NSW 2000		Phone: 02 9279 0086 Fax: 02 9279 0087
date for completion	42 days after the contract date	(clause 15)	Email: harry.wang@ywlawyers.com.au
land	2403/8 EVE ST ERSKINEVILLE NSW 2043 (Address, plan details and title reference)		
	LOT 90 IN STRATA PLAN 76137 90/SP76137		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

## SIGNING PAGE

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed By</b></p>          <p>_____ Vendor</p>          <p>_____ Vendor</p>	<p><b>Signed By</b></p>          <p>_____ Purchaser</p>          <p>_____ Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>          <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of authorised person</p>            <p>_____ Name of authorised person</p>            <p>_____ Office held</p> </div> <div style="width: 45%;"> <p>_____ Signature of authorised person</p>            <p>_____ Name of authorised person</p>            <p>_____ Office held</p> </div> </div>	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>          <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of authorised person</p>            <p>_____ Name of authorised person</p>            <p>_____ Office held</p> </div> <div style="width: 45%;"> <p>_____ Signature of authorised person</p>            <p>_____ Name of authorised person</p>            <p>_____ Office held</p> </div> </div>

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

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**land tax** is adjustable

☐ NO ☒ yes

**GST: Taxable supply**

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

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 *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

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

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

Dynamic Property Services  
 Locked Bag 22, Haymarket NSW 1238

Phone: 02 9267 6334  
 Email: [enquiries@dynamicproperty.com.au](mailto:enquiries@dynamicproperty.com.au)



# **Certificate under section 66W of the *Conveyancing Act 1919*(NSW)**

## **Excluding cooling off period under contract for sale of residential property — New South Wales**

I certify that:

1. I am a solicitor admitted to practice in a State or Territory of Australia
2. this certificate is given under section 66W of the *Conveyancing Act 1919* (NSW) in relation to a contract for the sale of the property in the schedule between the vendor and purchaser named in the schedule
3. the certificate is given for the purpose of excluding the cooling off right under that contract
4. I do not act as solicitor for the vendor, nor am I a solicitor employed by a solicitor acting for the vendor, nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee
5. I have explained to the purchaser, or if the purchaser is a corporation, a person whom I know to be an officer of the corporation or a person involved in the management of its affairs:
  - (a) the effect of the contract
  - (b) the nature of this certificate, and
  - (c) the effect of giving this certificate to the vendor.

Signed

Name of signatory

Address of signatory

Date

## **Schedule**

**Property:**

**Vendor**

**Purchaser**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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



- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
    - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
    - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
    - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
    - 10.1.4 any change in the *property* due to fair wear and tear before completion;
    - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
    - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
    - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
    - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
    - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
  - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
  - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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



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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

## SPECIAL CONDITIONS

### 33. INTERPRETATION

Unless the contrary intention appears, a reference in this Contract to:

- 33.1 any statutory provision shall be construed as a reference to that provision as respectively amended or re-enacted (either before or after the date of this Contract) from time to time;
- 33.2 the singular number includes a reference to the plural number and vice versa;
- 33.3 any gender includes a reference to the other gender and each of them;
- 33.4 any parties, persons, facts, events, things, documents or securities alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;
- 33.5 a person includes an individual, a firm, a body corporate, a partnership, a joint venture and an unincorporated body or association;
- 33.6 a clause or part number or schedule number or annexure shall mean a reference to the respective clauses and parts of and schedules and annexures to this Contract and the contents of any such schedules and annexures shall be read and construed as if they were provisions set out in the body of this Contract;
- 33.7 any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that the powers or functions of any of them are transferred to any other entity body or group refer respectively to any other entity body or group established or constituted in lieu thereof or succeeding to similar powers or functions;
- 33.8 statutes regulations ordinances or by-laws shall be deemed to include a reference to all statutes regulations ordinances or by-laws amending consolidating or replacing the same from time to time;
- 33.9 month shall be construed as a reference to a calendar month.

### 34. NO REQUISITION, OBJECTION OR CLAIM

- 34.1 The Purchaser agrees to take title to the property subject to the existing water, sewerage, drainage, gas, electricity, telephone and/or other installations or services and must not make any requisition, objection or claim for compensation in respect of the existing or proposed nature, location, availability or non-availability thereof and, without limiting the generality of this Clause 34.1, including on the ground that any connection passes through or over (or is proposed to pass through or over) the property.
- 34.2 The Purchaser must not make any requisition, objection or claim for compensation if it should be found that any boundary of the property is not fenced, or that any boundary fence or wall is not upon or within such boundary.
- 34.3 The Purchaser acknowledges and agrees that:
  - (a) the property, including all inclusions, is sold in its present condition and state of repair with all faults and defects both latent and patent and subject to any infestation and to any fair wear and tear and any mechanical breakdown of the inclusions during the period from the date of making this Contract to the date of completion hereof; and
  - (b) the Vendor makes no promise representation warranty or undertaking about the condition and state of repair of the property, including all inclusions, or about the suitability of the property or the provision for services and amenities therein for any purpose, or whether or not any of the improvements upon the property are subject to or insured under the provisions of the Home Building Act 1989 or has approval by any competent local authority

or whether the property is affected by contamination (and whether this may or may not require remediation works in future); and

- (c) the Purchaser must not make any objection, requisition or claim for compensation, or delay the completion of or rescind or terminate this Contract, in respect of a defect in the title to or the quality of the inclusions, or any other matters referred to in or arising from this Clause 34.3.

34.4 The Vendor discloses that it has no Survey Report in respect of the property. The Purchaser must not make any objection requisition or claim for compensation in respect of any breach of the *Local Government Act 1993* or Ordinances thereunder nor in respect of any encroachments by the property on any adjoining properties or streets nor by any encroachment by adjoining properties on the property.

34.5 The Purchaser acknowledges and agrees that:

- (a) this Contract is not conditional upon the issuance by council or any other authority of any certificate; and
- (b) despite Clause 12, the Vendor does not authorise the Purchaser to have the property inspected to obtain any certificate; and
- (c) should the Purchaser apply for any certificate prior to, on or after the date of this Contract, and the council or authority issues a notice or order, or refuses to issue any certificate for any reason or requires work to be done before it will issue any certificate, the Purchaser shall not be entitled to rescind, make a claim or requisition or terminate this Contract and shall not be entitled to require the Vendor to comply with any notice or order, remedy the reason, or do the work, and such compliance, remedy or work must be done by the Purchaser at its expense.

34.6 Notwithstanding the provisions of Clauses 7 and 8 of this Contract or any rule of law or equity to the contrary, any claim made by the Purchaser under this Contract shall be deemed to be an objection or requisition entitling the Vendor to rescind this Contract (by notice in writing served on the Purchaser prior to completion) in which event the provisions of Clause 19 shall apply.

34.7 To the maximum extent permitted by law, the Vendor makes no promise, representation, warranty or gives any undertaking regarding the state/status of any residential tenancy between the Vendor and any current occupier(s) of the Property (the Tenant) including:

- (a) the enforceability of the residential tenancy agreement (in whole or part);
- (b) whether there is or has been any non-compliance by the Vendor and/or Tenant with the residential tenancy agreement or the Residential Tenancies Act 2010;
- (c) whether the residential tenancy has been, currently is or will be the subject of an arrangement(s) (e.g. rent reduction/deferral) on account of the COVID-19 pandemic;
- (d) notwithstanding that this Contract may state that the Property is to be subject to a tenancy on completion, that the tenant will remain in the property at completion and/or will not terminate the residential tenancy agreement (pursuant to Section 100 of the Residential Tenancies Act 2010 or otherwise) before or after completion;

and in this regard:

- (e) the Purchaser warrants to the Vendor that it has relied on their own inspections & enquiries and has satisfied themselves as to the state/status (and potential future state/status) of the residential tenancy; and
- (f) the Purchaser agrees not to make any objection, requisition or claim for compensation, or delay the completion of or rescind or terminate this Contract in respect of such; and
- (g) this clause 34.7 will not merge on completion.

35. PURCHASER REPRESENTATIONS AND WARRANTIES

35.1 The Purchaser warrants to the Vendor that:

- (a) the Purchaser is not a minor as defined in the *Minors (Property and Contracts) Act 1970*; and
- (b) the Purchaser is one of the following:
  - i) not a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* ("**FIRB Act**"); or
  - ii) a person who, in relation to their entry into (and other all transactions contemplated by) this contract, has been exempted from the operation of the FIRB Act pursuant to the FIRB Act and/or *Foreign Acquisitions and Takeovers Regulation 2015*; or
  - iii) a person who, prior to the contract date:
    - A. has duly applied for and obtained an exemption certificate, issued under the FIRB Act or *Foreign Acquisitions and Takeovers Regulation 2015*, that applies to their entry into (and other all transactions contemplated by) this contract; and
    - B. is wholly satisfied with both the acceptability and their own capability with complying with all conditions imposed via such exemption certificate; or
  - iv) a person who, in relation to their entry into (and all other transactions contemplated by) this contract, prior to the contract date:
    - A. has duly notified the Treasurer of the Commonwealth of Australia of its contemplated entry into this contract; and
    - B. has duly complied with all its obligations under the FIRB Act; and
    - C. has received written notification (a copy of which has been provided by the Purchaser to the Vendor) from the Treasurer of the Commonwealth of Australia that they have no objection to the Purchaser's entry into (and all other transactions contemplated by) this contract; and
    - D. is wholly satisfied with both the acceptability and their own capability with complying with all conditions imposed via such written notification; and
- (c) If the Purchaser is a person to which either 35.1 (b) (iii) or 35.1 (b) (iv) applies, they have not breached and will not breach any of the conditions imposed by the Treasurer of the Commonwealth of Australia – and such warranty is repeated at the beginning of every calendar day after the contract date; and
- (d) It is not knowingly participating in a scheme (as referred to in Section 78 of the FIRB Act) with respect to their entry into (and all other transactions contemplated by) this contract; and
- (e) It has not been introduced to the property by any real estate agent other than the Vendor's Agent or agency named in this Contract.

35.2 The parties agree that each and every representation and warranty contained within in Clause 35.1 are all essential terms of this Contract and, if any part of Clause 35.1 is breached, the Vendor may:

- (a) terminate this Contract for the Purchaser's breach by serving a notice of termination on the Purchaser; and
- (b) sell the property on such terms as the Vendor decides.

35.3 If the Purchaser breaches this Clause 35, the Purchaser agrees to indemnify and at all times keep indemnified the Vendor against any claim, loss, damage, penalty, fine or legal costs (including but not limited to any claim made by any real estate agent or agency, all damages, costs and expenses on a solicitor and client basis incurred by the Vendor in defending itself against or dealing with such issues arising, etc.) which may be incurred by the Vendor as a consequence thereof. This indemnity shall not merge on completion.

35.4 It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity under this Clause 35.3.

35.5 This Clause 35 shall not merge on completion.

36. NO RELIANCE

- 36.1 The Purchaser acknowledges and agrees that it does not rely on any letters, documents, correspondence or arrangements whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract, and the Purchaser further acknowledges and agrees that it has made its own inquiries in respect of the property and in entering into this Contract does not rely on any representation of the Vendor the Vendor's Agent or the Vendor's Solicitor or any one on their behalf.

37. INCAPACITY & INSOLVENCY

- 37.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included herein, it is agreed and declared that if, prior to completion, a party:-

- (a) dies, or becomes a mentally ill person or mentally disordered person (as defined in the Mental Health Act 2007); or
- (b) is declared bankrupt or enters into any scheme or make any assignment for the benefit of creditors, or, being a company, becomes insolvent, or resolves to go into liquidation or has a petition for winding up presented or enter into any scheme or arrangement with its creditors under the *Corporations Act 2001* or should any liquidator, receiver, administrator or official manager be appointed in respect of it,

then the other party may rescind this Contract by notice in writing in which event the provisions of Clause 19 hereof shall apply.

38. DEPOSIT

- 38.1 The Purchaser acknowledges and agrees that they irrevocably authorise the depositholder to release to the Vendor the deposit money (or part thereof) that the Vendor requires for the payment of a deposit or payment of transfer duty on the purchase of another property, PROVIDED THAT such deposit moneys shall be payable only to a solicitor's trust account, a real estate agent's trust account or Revenue NSW. The Vendor agrees to supply particulars of any release of deposit pursuant to this clause.
- 38.2 If the vendor accepts deposit by instalments, the purchaser shall pay half of the deposit as specified on the front page of the contract upon the date of this Contract and the balance by bank cheque upon the earlier of completion of the contract and the Vendor's termination of this contract due to the Purchaser's default.
- 38.3 The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent of any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this Contract.

39. SWIMMING POOL

If the subject property contains a swimming pool and a Certificate of Non-Compliance is attached to this Contract:

- (a) The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the *Swimming Pools Act 1992* and the regulation thereunder;
- (b) The Purchaser agrees that, within 90 days after completion, he will rectify any non-compliance issues, cause the swimming pool to comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and obtain a Certificate of Compliance from relevant authority.

This special condition shall not merge upon completion of this Contract. The purchaser may not make

any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the *Swimming Pools Act 1992* or other relevant legislation.

#### 40. COMPLETION OF THE CONTRACT

- 40.1 If a party is entitled to serve a Notice to Complete, the parties agree that fourteen (14) days (excluding the date on which that notice is served) is a reasonable and sufficient period to require completion. A shorter period may be allowed if that period is reasonable. The Purchaser agrees to compensate the Vendor's additional legal costs of \$440.00 if Notice to Complete is issued by the Vendor under this Contract.
- 40.2 In the event that completion does not take place on or before the date specified by this Contract otherwise than as a result of any default by the Vendor the Purchaser shall pay to the Vendor interest upon the balance of the purchase moneys then owing at the rate of 10% per annum. Such interest shall commence to run from the Completion Date as stipulated herein and shall continue to run to but excluding the date of actual completion. The Purchaser acknowledges and agrees that the amount of interest payable pursuant to this Clause 40.2 is a genuine estimate of the damage likely to be suffered by the Vendor due to the delay of completion and it is an essential term of this Contract that such interest be paid on completion.
- 40.3 If completion does not take place on the Completion Date due to the default of the Purchaser, or their mortgagee, then the Purchaser shall pay all fees, including but not limited to agency fees, re-certification fees and the Vendor's Solicitors fees, incurred by the Vendor, or his mortgagee, in relation to any rescheduling of completion. The Purchaser agrees that the Vendor's Solicitors fees in rescheduling completion are \$220.00.
- 40.4 The Purchaser shall not be entitled to require the Vendor prior to completion to register or obtain a discharge of any mortgage or the lodgement of a withdrawal of caveat or writ or like notification affecting the property or the title of the Vendor to the property, or any estate or interest therein, but will accept on completion a properly executed discharge of any such mortgage, or withdrawal of any such caveat or writ or like notification, together with the appropriate registration fee therefor.
- 40.5 The Purchaser confirms and warrants to the Vendor that the Purchaser does not require credit finance to pay the purchase price, or that the Purchaser has at the date hereof obtained approval for credit to finance payment of the purchase price in accordance with this Contract. The Purchaser acknowledges and agrees that this Contract cannot be terminated by virtue of any non-availability of credit finance as at the date of completion.

#### 41. GST

- 41.1 In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("the **GST Act**") and the terms used to have the meanings as defined in the GST Act.
- 41.2 The parties agree:
- (a) The Purchase Price and any other monies payable under this Contract are inclusive of GST (if applicable).
  - (b) The Purchaser warrants that the Property will be used for residential purpose only.
  - (c) The Purchaser indemnifies the Vendor against any GST liability arising from the Purchaser's breach of the warranty in this Clause 41.

This Clause 41 does not merge on completion.

#### 42. AMENDMENTS TO STANDARD PROVISIONS

- 42.1 For all purposes of this Contract the terms of the standard provisions of the Contract to which the clauses are annexed are amended as follows:

- (a) Clause 3.1 is replaced with "This clause applies only if this contract says the vendor has agreed to accept a deposit-bond for the deposit (or part of it)."
- (b) Clause 4.1.2 is amended by adding the words "(unless such notice is served by the purchaser)".
- (c) Clause 4.5 is amended by adding " – failing which, the only consequence is that Clause 4.6 will apply."
- (d) Clause 7.1.1 is amended by replacing "5%" with "\$1000.00".
- (e) Deleting the words "(to a maximum of 10% of the price)" in Clause 9.1.
- (f) Clause 10.1 is amended by replacing the words "a claim or requisition or rescind or terminate" with "any claim, objection or requisition nor rescind, terminate or delay completion".
- (g) Clause 10.2 is amended by replacing the words "rescind or terminate" with "make any claim, objection or requisition nor rescind, terminate or delay completion".
- (h) Clause 10.3 is amended by deleting the word "Normally" and replacing the words "a claim or requisition or rescind or terminate" with "any claim, objection or requisition nor rescind, terminate, delay completion"
- (i) Deleting the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but" and "any other" in Clause 14.4.
- (j) Clause 14.4.2 is deleted and replaced by "by adjusting (on a pro-rata land value basis) the amount that was paid or is payable for the year."
- (k) Clause 20.6.8 is deleted.
- (l) Deleting the word "Normally," in Clause 23.8.
- (m) Clause 23.6.1 is replaced with "the vendor is liable for all instalments of such contribution that are due and payable on or before the date for completion".
- (n) Clause 23.6.2 is replaced with "the purchaser is liable for all instalments of such contribution that are due and payable on or after the date for completion".
- (o) Subclauses 23.9, 23.13, 23.14 and 23.17.1 are deleted.
- (p) Clause 24.4.3 is amended by:
  - i) Replacing the words "at least 2 business days before" with "Within 1 business day of the purchaser providing the Vendor with an order signed by the purchaser authorising the depositholder to account to the vendor for the deposit"; and
  - ii) Replacing the words "to be held by the purchaser" with "to be held by the parties in receipt of such".
- (q) Clause 30.2 is amended by deleting the word "Normally" and adding the words "or within 7 days of a notice under clause 4.1.2 being served (whichever is the latest) and failing which, the Purchaser agrees to compensate the Vendor's additional legal costs of \$66.00 to deal with a failure by the Purchaser to do so within time."
- (r) Clause 30.11 is deleted.

#### 43. REQUISITIONS ON TITLE

- 43.1 The Purchaser must only submit to the Vendor requisitions in the form as attached to this Contract. The parties agree that the annexed Requisitions on Title are deemed to be served on the date of exchange.



#### 44. GUARANTEE

- 44.1 If the Purchaser is a proprietary company, it agrees that it must procure each director and shareholder of the Purchaser to provide the Guarantee in this clause (including having such person sign the contract at the requisite place) to the Vendor on the contract date.
- 44.2 At the request of the Guarantor, in consideration of the Vendor entering into this Contract, each undersigned director and shareholder (each a "**Guarantor**") covenants with the Vendor:
- (a) to be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions of this Contract on the part of the Purchaser;
  - (b) to guarantee the punctual payment of all money payable by the Purchaser under this Contract.
- 44.3 The obligations of those who comprise the Guarantors are joint and several.
- 44.4 If for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part, the Guarantor agrees to indemnify the Vendor against all loss, including all moneys which would have been payable by or recoverable from the Purchaser had this Contract been enforceable against the Purchaser.

#### 45. SETTLEMENT ADJUSTMENTS

- 45.1 The parties agree that any settlement adjustments are to be made in accordance with clause 14 and 23.
- 45.2 Despite clause 45.1, if on completion any settlement adjustments are incorrectly calculated, overlooked or an error is made in the calculation of such adjustments, the parties agree to, immediately after a party notifies the other party of a miscalculation or error, correct such error and reimburse or pay the other party such amount in order to rectify such error in the settlement adjustments.
- 45.3 This clause 45 shall not merge on completion.

#### 46. COOLING OFF PERIOD

- 46.1 If a cooling off period applies to this Contract, the Purchaser must on completion pay the Vendor's additional legal fee of \$165.00 including GST for each request by the Purchaser to extend the cooling off period. The parties agree that this fee is a genuine and reasonable pre-estimate of the Vendor's actual cost and the payment of the fee is an essential term of this Contract.

#### 47. INCONSISTENCY

- 47.1 These special conditions shall prevail over the standard provisions of this Contract in the event of any inconsistency.

## **EXECUTION by the Guarantors pursuant to Clause 44**

**SIGNED SEALED & DELIVERED** )  
**AS A DEED** )  
In my presence by the Guarantor )  
Who is personally known to me )

-----  
Signature of Witness

-----  
Name:

-----  
Name of Witness

**SIGNED SEALED & DELIVERED** )  
**AS A DEED** )  
In my presence by the Guarantor )  
Who is personally known to me )

-----  
Signature of Witness

-----  
Name:

-----  
Name of Witness

**SIGNED SEALED & DELIVERED** )  
**AS A DEED** )  
In my presence by the Guarantor )  
Who is personally known to me )

-----  
Signature of Witness

-----  
Name:

-----  
Name of Witness

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 90/SP76137

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/1/2024	9:06 AM	4	13/9/2018

LAND

----

LOT 90 IN STRATA PLAN 76137  
AT ERSKINEVILLE  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

-----

CHRIS MICHAELS  
IN 15/25 SHARE  
RENITA LEE  
IN 10/25 SHARE  
AS TENANTS IN COMMON (T AC441754)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76137  
2 AN707402 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

HW:AL:6369

PRINTED ON 9/1/2024



FOLIO: CP/SP76137

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/1/2024	9:06 AM	14	3/2/2023

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76137  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ERSKINEVILLE  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF PETERSHAM COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP76137

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 76137  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- DYNAMIC PROPERTY SERVICES  
LOCKED BAG 22  
HAYMARKET NSW 1238

SECOND SCHEDULE (16 NOTIFICATIONS)

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- 1 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 103  
SP82176 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 2 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) AFFECTING THE PART SHOWN SO DESIGNATED IN DP1091358
- 3 DP788543 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1091358
- 4 SP76137 RIGHT OF ACCESSWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 SP76137 EASEMENT FOR DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP76137 POSITIVE COVENANT
- 7 SP82176 EASEMENT FOR ACCESS 2.6, 3 & 4 METRE(S) WIDE (C) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 SP82176 EASEMENT FOR DRAINAGE VARIABLE WIDTH (J) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 SP82176 RIGHT OF ACCESS VARIABLE WIDTH (K) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 SP82176 POSITIVE COVENANT
- 11 AM859019 INITIAL PERIOD EXPIRED

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PAGE 2

## SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 12 AR967795 LEASE TO VODAFONE NETWORK PTY LTD OF PART SHOWN  
HATCHED IN PLAN WITH AR967795. EXPIRES: 31/7/2026.
- 13 AR967796 LEASE TO VODAFONE NETWORK PTY LTD OF PART SHOWN  
HATCHED IN PLAN WITH AR967796. COMMENCES: 1/8/2026.  
EXPIRES: 31/7/2031.
- 14 AR967797 LEASE TO VODAFONE NETWORK PTY LTD OF PART SHOWN  
HATCHED IN PLAN WITH AR967797. COMMENCES: 1/8/2031.  
EXPIRES: 31/7/2036.
- 15 AR967798 LEASE TO VODAFONE NETWORK PTY LTD OF PART SHOWN  
HATCHED IN PLAN WITH AR967798. COMMENCES: 1/8/2036.  
EXPIRES: 31/7/2041.
- 16 AS831523 CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

## STRATA PLAN 76137

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 829	2	- 661	3	- 651	4	- 651
5	- 651	6	- 651	7	- 651	8	- 651
9	- 651	10	- 651	11	- 740	12	- 470
13	- 470	14	- 443	15	- 443	16	- 443
17	- 443	18	- 443	19	- 757	20	- 484
21	- 619	22	- 477	23	- 477	24	- 452
25	- 452	26	- 633	27	- 647	28	- 647
29	- 689	30	- 647	31	- 647	32	- 647
33	- 647	34	- 689	35	- 689	36	- 661
37	- 775	38	- 782	39	- 647	40	- 733
41	- 733	42	- 733	43	- 623	44	- 623
45	- 623	46	- 581	47	- 764	48	- 884
49	- 778	50	- 891	51	- 477	52	- 540
53	- 540	54	- 540	55	- 540	56	- 533
57	- 533	58	- 484	59	- 546	60	- 457
61	- 445	62	- 445	63	- 445	64	- 445
65	- 445	66	- 445	67	- 445	68	- 445
69	- 546	70	- 551	71	- 546	72	- 537
73	- 516	74	- 516	75	- 516	76	- 516
77	- 516	78	- 516	79	- 526	80	- 457
81	- 443	82	- 443	83	- 443	84	- 443
85	- 443	86	- 443	87	- 537	88	- 519
89	- 574	90	- 560	91	- 551	92	- 657
93	- 564	94	- 643	95	- 643	96	- 643
97	- 620	98	- 620	99	- 620	100	- 1
101	- 1	102	- 1	103	- SP82176		

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP76137

PAGE 3

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

## STRATA PLAN 76137

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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## STRATA PLAN 82176

104 - 645	105 - 517	106 - 451	107 - 716
108 - 505	109 - 541	110 - 430	111 - 610
112 - 506	113 - 477	114 - 537	115 - 492
116 - 501	117 - 716	118 - 728	119 - 728
120 - 728	121 - 728	122 - 728	123 - 721
124 - 712	125 - 723	126 - 682	127 - 704
128 - 724	129 - 477	130 - 520	131 - 595
132 - 552	133 - 622	134 - 634	135 - 646
136 - 665	137 - 657	138 - 661	139 - 661
140 - 661	141 - 669	142 - 758	143 - 789
144 - 752	145 - 752	146 - 752	147 - 750
148 - 744	149 - 736	150 - 716	151 - 703
152 - 1091	153 - 1057	154 - 1057	155 - 1057
156 - 1057	157 - 1057	158 - 1057	159 - 1057
160 - 1057	161 - 1057	162 - 1133	163 - 48
164 - 48			

## NOTATIONS

UNREGISTERED DEALINGS: PP DP1293962.

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

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PRINTED ON 9/1/2024

\* 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.



## STRATA CERTIFICATE

Name of Owner/Proprietor: **GORDON, WREN**  
 being satisfied that the requirements of the  
 Strata Schemes (Freehold Development) Act 1973  
 have been complied with, approves of the proposed  
 strata plan

Illustrated in the annexure to this certificate.

The strata plan, as shown in the annexure, is consistent with a relevant development consent in force and terms are complying with the provisions of the Act.

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The strata plan, as shown in the annexure, is consistent with a relevant development consent in force and terms are complying with the provisions of the Act.

## SURVEYOR'S CERTIFICATE

Name of Surveyor: **RICHARD LAWRENCE MCLENNAN**  
 of **BRUNSKILL MCLENNAN & ASSOCIATES**  
 SUITE 22, 1-3 HAVILLAH STREET, CHATSWOOD  
 a surveyor registered under the Surveying Act 2002  
 hereby certifies that:

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

(2) the strata plan, as shown in the annexure, is consistent with a relevant development consent in force and terms are complying with the provisions of the Act.

Signature: *Richard Lawrence McLennan*  
 Date: **4.11.2005**

Details of any easements, covenants or other interests affecting the land, and any other matters which may be relevant to the survey, shall be recorded in the accompanying location plan if accurate.

THIS IS SHEET 1 OF MY PLAN IN 21 SHEETS

Signature: *Michael Glen Davidson*  
 Date: **4.11.2005**

Details of any easements, covenants or other interests affecting the land, and any other matters which may be relevant to the survey, shall be recorded in the accompanying location plan if accurate.

THIS IS SHEET 1 OF MY PLAN IN 21 SHEETS

Signature: *Michael Glen Davidson*  
 Date: **4.11.2005**

Details of any easements, covenants or other interests affecting the land, and any other matters which may be relevant to the survey, shall be recorded in the accompanying location plan if accurate.

THIS IS SHEET 1 OF MY PLAN IN 21 SHEETS

Signature: *Michael Glen Davidson*  
 Date: **4.11.2005**

Details of any easements, covenants or other interests affecting the land, and any other matters which may be relevant to the survey, shall be recorded in the accompanying location plan if accurate.

THIS IS SHEET 1 OF MY PLAN IN 21 SHEETS

Signature: *Michael Glen Davidson*  
 Date: **4.11.2005**

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1091358

L.G.A.: CITY OF SYDNEY Suburb: ERSKINEVILLE

Parish: PETERSHAM County: CUMBERLAND

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

THE OWNERS STRATA PLAN N°76137  
 "MOTTO APARTMENTS"  
 2-14 EVE STREET  
 ERSKINEVILLE, NSW 2043


Signature, 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 (FREEHOLD DEVELOPMENT) ACT 1973  
 IT IS INTENDED TO CREATE:

1. RIGHT OF ACCESSWAY (VARIABLE WIDTH)
2. EASEMENT FOR DRAINAGE (VARIABLE WIDTH)
3. POSITIVE COVENANT

THIS PLAN CONTAINS A STRATA DEVELOPMENT  
 CONTRACT COMPRISING 21 SHEETS

SP76137

Registered:  1.2.2006

Purpose: STRATA PLAN

Ref Map: ROLL PLAN 11#

Last Plan: DP1091358

Executed by BOS International (Australia)  
 Ltd ABN 23 066 601 250 by its duly  
 constituted Attorney under Power of  
 Attorney Book 4467 No. 58 dated  
 19 July 2005 who was not aware of  
 revocation of such Power of Attorney  
 in the presence of:

*Michael Glen Davidson*  
 Senior Manager,  
 BOS International (Australia) Ltd  
 by its attorney:  
*Michael Glen Davidson*  
 Michael Glen Davidson, Director

FOR LOCATION PLAN SEE SHEETS 2 AND 3 AND 4

SEE SHEET 5 FOR THE SCHEDULE OF UNIT ENTITLEMENTS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 21 Sheets

MACDONALD

STREET

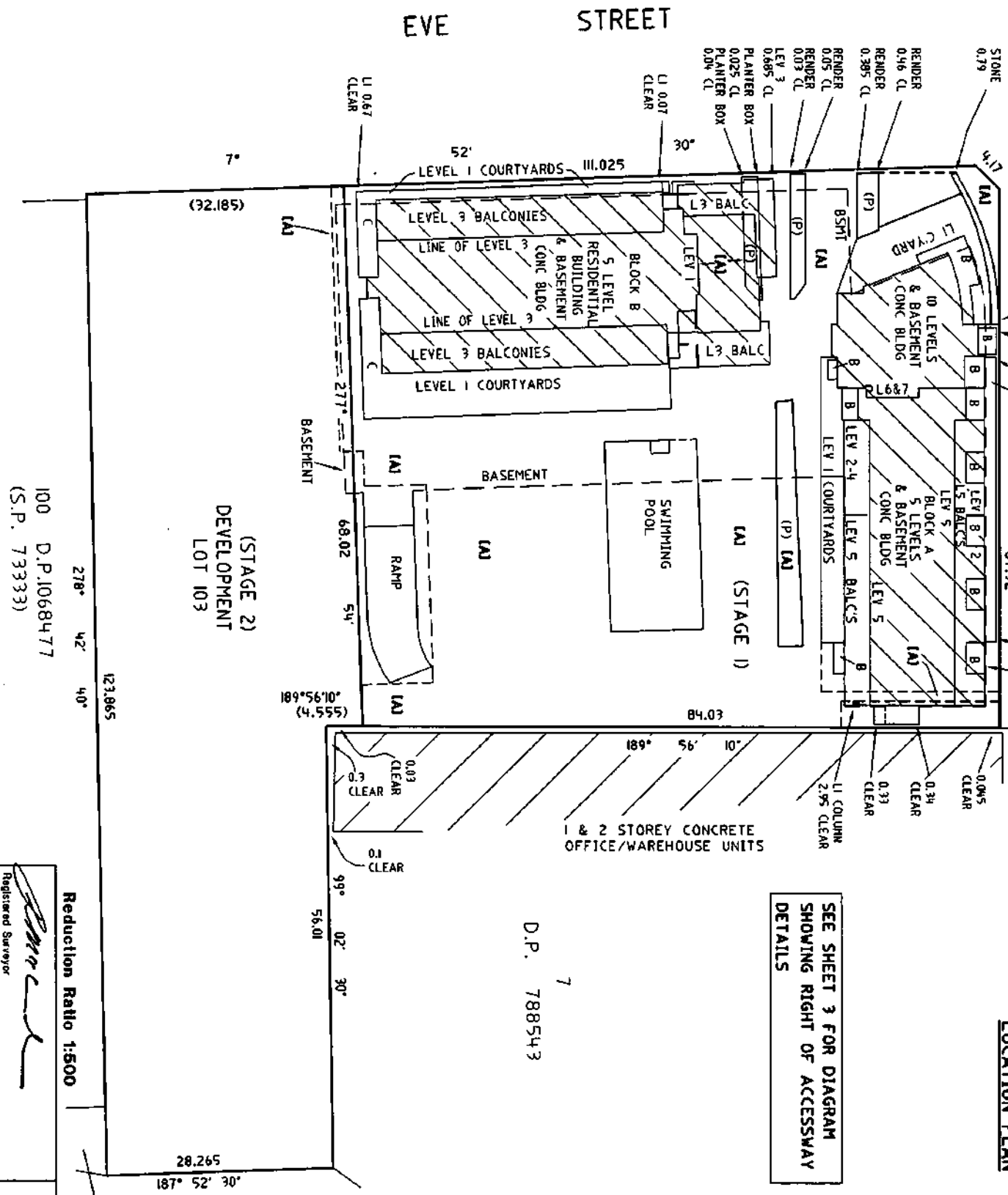
6 D.P. 788543

LOCATION PLAN

SP76137

- B DENOTES A BALCONY
- C DENOTES A COURTYARD
- (P) DENOTES A PLANTER BOX (COMMON PROPERTY)
- (A) DENOTES RIGHT OF ACCESSWAY VARIABLE WIDTH

EVE STREET



SEE SHEET 3 FOR DIAGRAM SHOWING RIGHT OF ACCESSWAY DETAILS

D.P. 788543

RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES (DP788543)

D.P. 1068477

Reduction Ratio 1:500

Lengths are in metres.

100 D.P. 1068477  
(S.P. 73333)

Registered Surveyor

Surveyors Reference: 02012-10/G

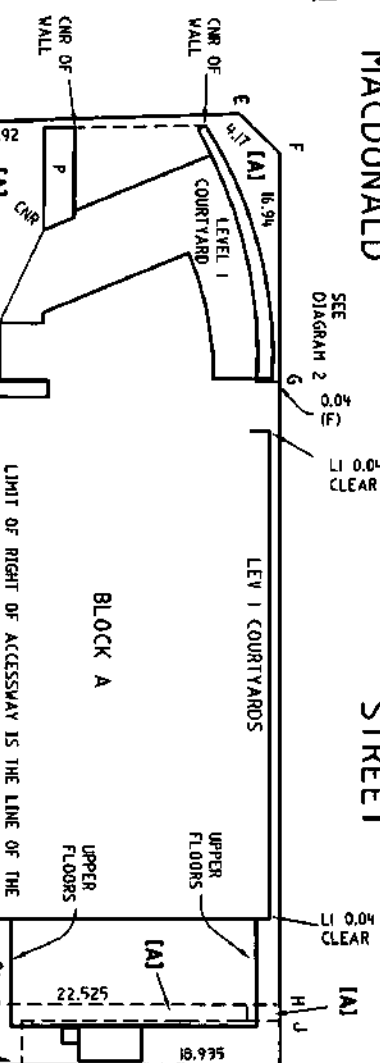
COMP FILE: 02012-10G.DWG



STREET

SEE DIAGRAM 1

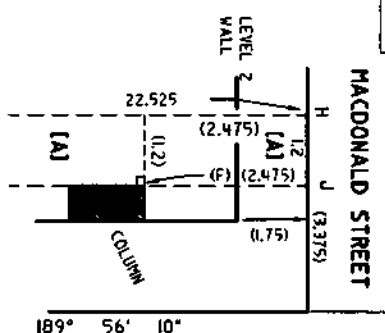
SP76137



SEE SHEET 7 (BLOCK A LEVEL 1) FOR  
RIGHT OF ACCESSWAY DETAILS

DIAGRAM 1  
NOT TO SCALE

**MACDONALD STREET**



D.P. 788543

**[A] RIGHT OF ACCESSWAY (VARIABLE WIDTH)**

[X] UPPER SURFACE OF FLOOR TILES AT THE ENTRY TO BLOCK B  
AT LEVEL 1

THE RIGHT OF ACCESSWAY (A) IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN HEREON AND ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE UNLESS COVERED

CP DENOTES COMMON PROPERTY

CNR DENOTES THE CORNER OF A WALL OR COLUMN

h DENOTES A RIGHT ANGLE ( $90^\circ$ )

P DENOTES A PLANTER BOX

(F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL

Reduction Ratio 1:400

**Lengths are in metres.**

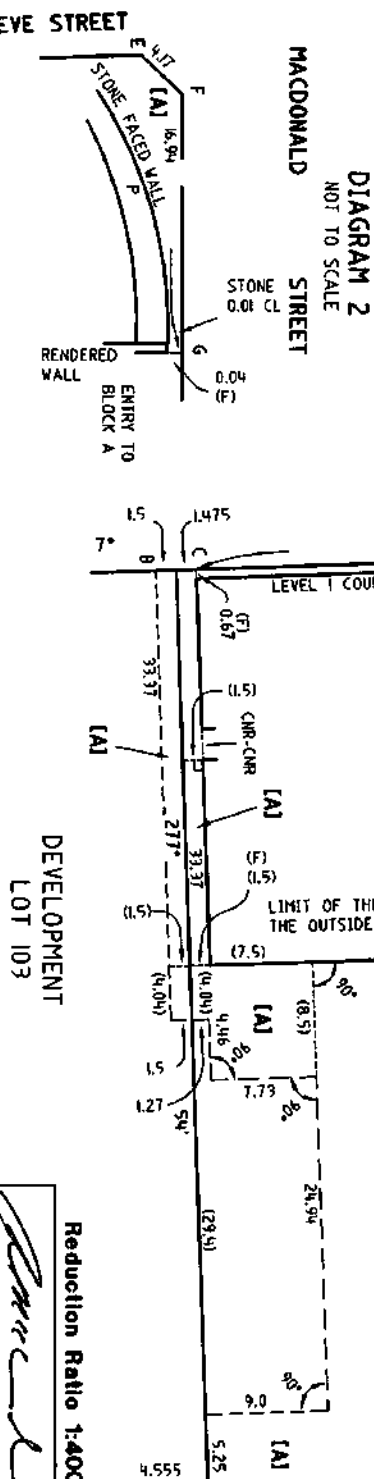


DIAGRAM 2  
NOT TO SCALE  
MACDONALD STREET

DEVELOPMENT  
LOT 103

Registered Surveyor

~~Authorized Person/General Manager/Accredited Certified~~

**SURVEYORS/REFERENCE: 02012-10/G**

**DIAGRAM  
LOCATION PLAN &  
EASEMENT FOR DRAINAGE  
(LEVEL 1)**

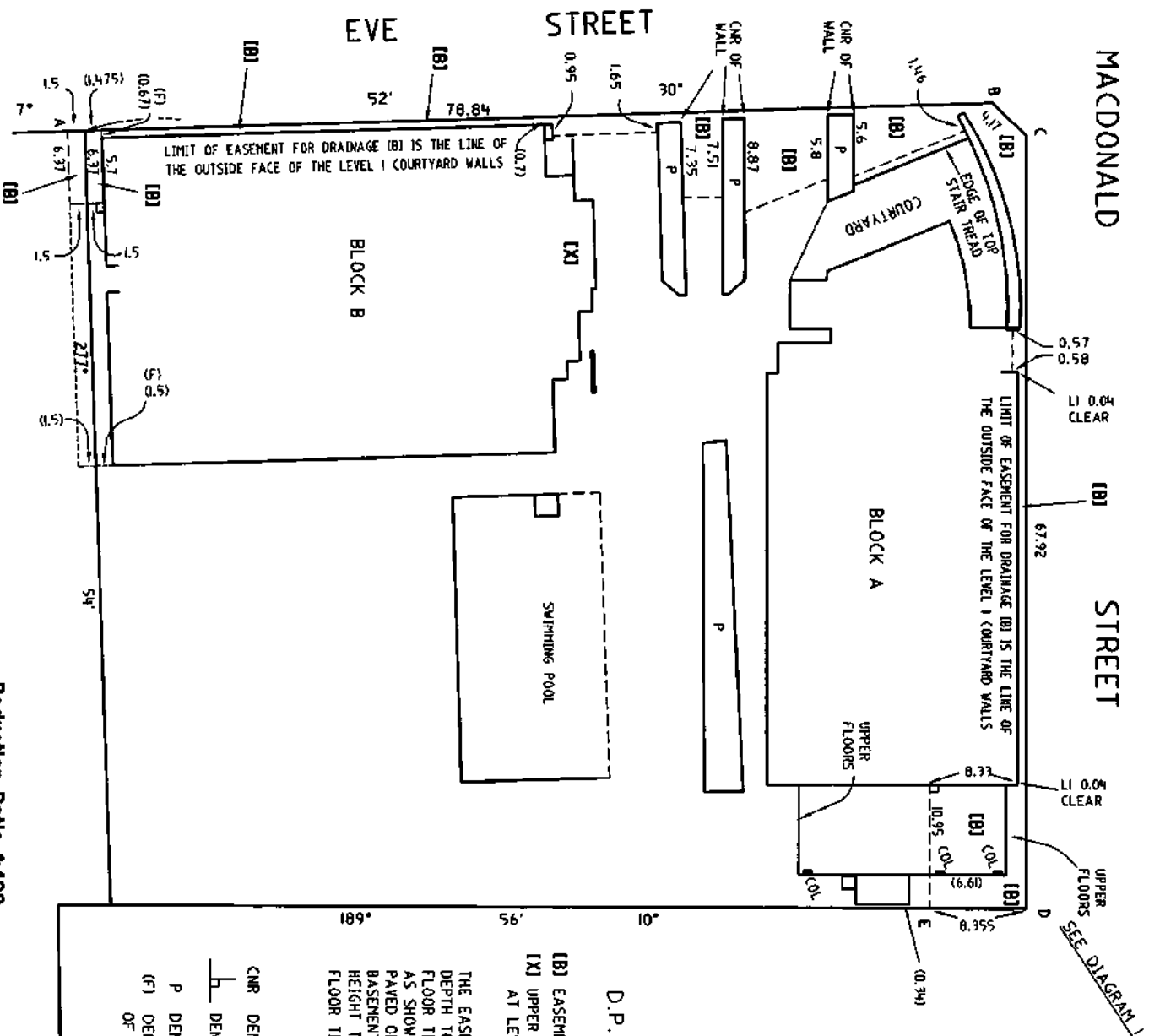
**MACDONALD**

**STREET**

**SP76137**

**DIAGRAM 1  
NOT TO SCALE  
MACDONALD STREET**

THE LIMIT OF THE EASEMENT FOR DRAINAGE OF WATER (B) IS COINCIDENT WITH THE PROPERTY BOUNDARY BETWEEN THE POINTS A-B-C-D-E



D.P. 788543

7

(B) EASEMENT FOR DRAINAGE (VARIABLE WIDTH)

(X) UPPER SURFACE OF FLOOR TILES AT THE ENTRY TO BLOCK B AT LEVEL 1

THE EASEMENT FOR DRAINAGE OF WATER (B) IS LIMITED IN DEPTH TO 5 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN HEREON AND ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE UNLESS COVERED

CNR DENOTES THE CORNER OF A WALL OR COLUMN

(B) DENOTES A RIGHT ANGLE (90°)

P DENOTES A PLANTER BOX

(F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL

Reduction Ratio 1:400

Lengths are in metres.



Registered Surveyor

Surveyors Reference: 02012-10/G

SP76137

## SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	829	26	633	51	477	76	516	101	1		
2	661	27	647	52	540	77	516	102	1		
3	651	28	647	53	540	78	516	103	42,855		
4	651	29	689	54	540	79	526	TOTAL	100,000		
5	651	30	647	55	540	80	457				
6	651	31	647	56	533	81	443				
7	651	32	647	57	533	82	443				
8	651	33	647	58	484	83	443				
9	651	34	689	59	546	84	443				
10	651	35	689	60	457	85	443				
11	740	36	661	61	445	86	443				
12	470	37	775	62	445	87	537				
13	470	38	782	63	445	88	519				
14	443	39	647	64	445	89	574				
15	443	40	733	65	445	90	560				
16	443	41	733	66	445	91	551				
17	443	42	733	67	445	92	657				
18	443	43	623	68	445	93	564				
19	757	44	623	69	546	94	643				
20	484	45	623	70	551	95	643				
21	619	46	581	71	546	96	643				
22	477	47	764	72	537	97	620				
23	477	48	884	73	516	98	620				
24	452	49	778	74	516	99	620				
25	452	50	891	75	516	100	1				

Lot 103 - Development Lot

This schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

Reduction Ratio

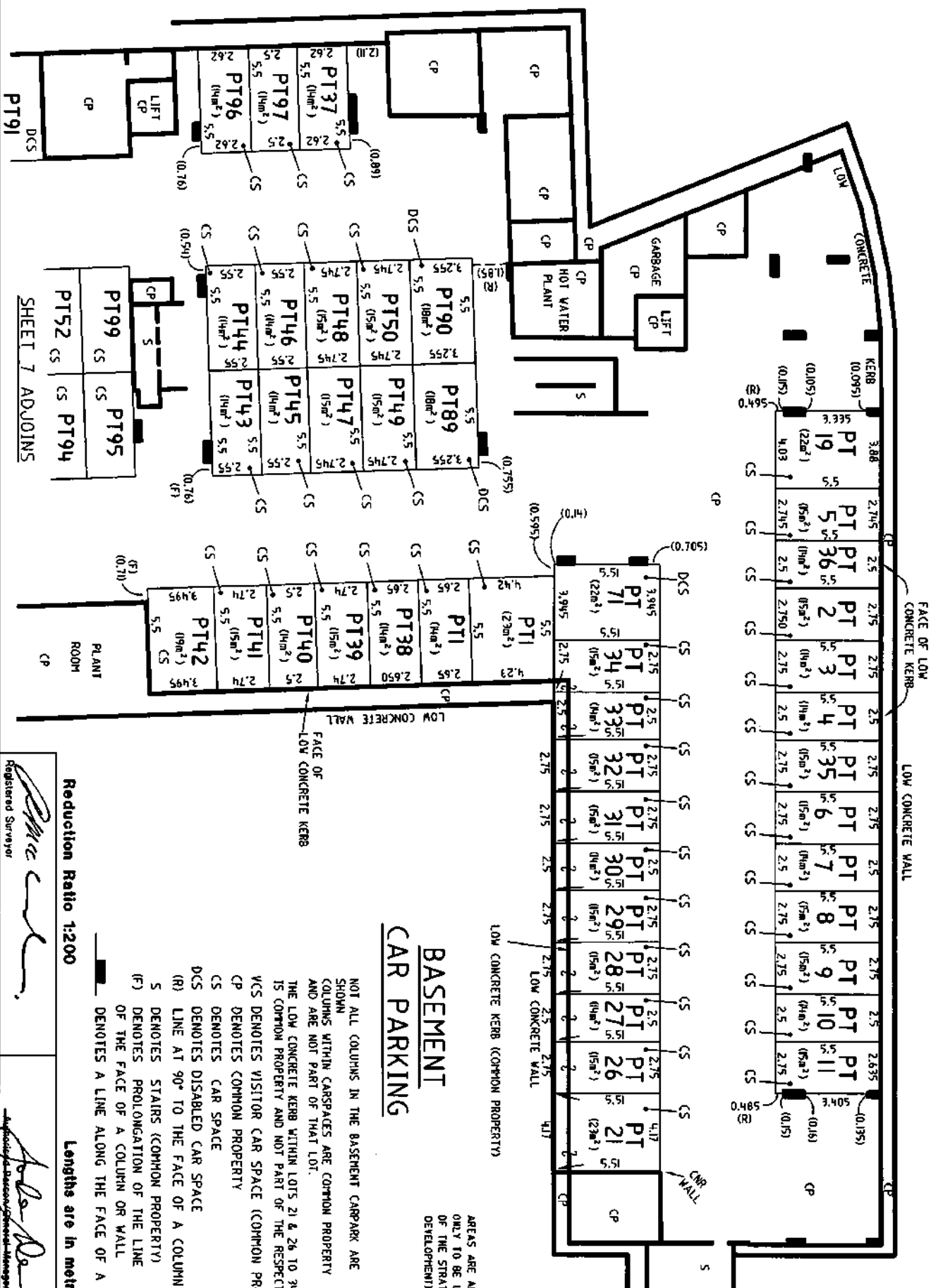
Lengths are in metres.



Registered Surveyor

Approved by Development Manager/ Accredited Certifier

SP76137



AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (GREENHOLD DEVELOPMENT) ACT 1973

## CAR PARKING

- NOT ALL COLUMNS IN THE BASEMENT CARPARK ARE SHOWN  
COLUMNS WITHIN CARSPACES ARE COMMON PROPERTY AND ARE NOT PART OF THAT LOT.  
THE LOW CONCRETE KERB WITHIN LOTS 21 & 26 TO 34 IS COMMON PROPERTY AND NOT PART OF THE RESPECTIVE LOT  
VCS DENOTES VISITOR CAR SPACE (COMMON PROPERTY)  
CP DENOTES COMMON PROPERTY  
CS DENOTES CAR SPACE  
DCS DENOTES DISABLED CAR SPACE  
(R) LINE AT 90° TO THE FACE OF A COLUMN OR WALL  
S DENOTES STAIRS (COMMON PROPERTY)  
(F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL  
— DENOTES A LINE ALONG THE FACE OF A COLUMN

Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

Surveyors Reference: 02012-10/G



Registered Surveyor

Reduction Ratio 1:200

**Lengths are in metres.**

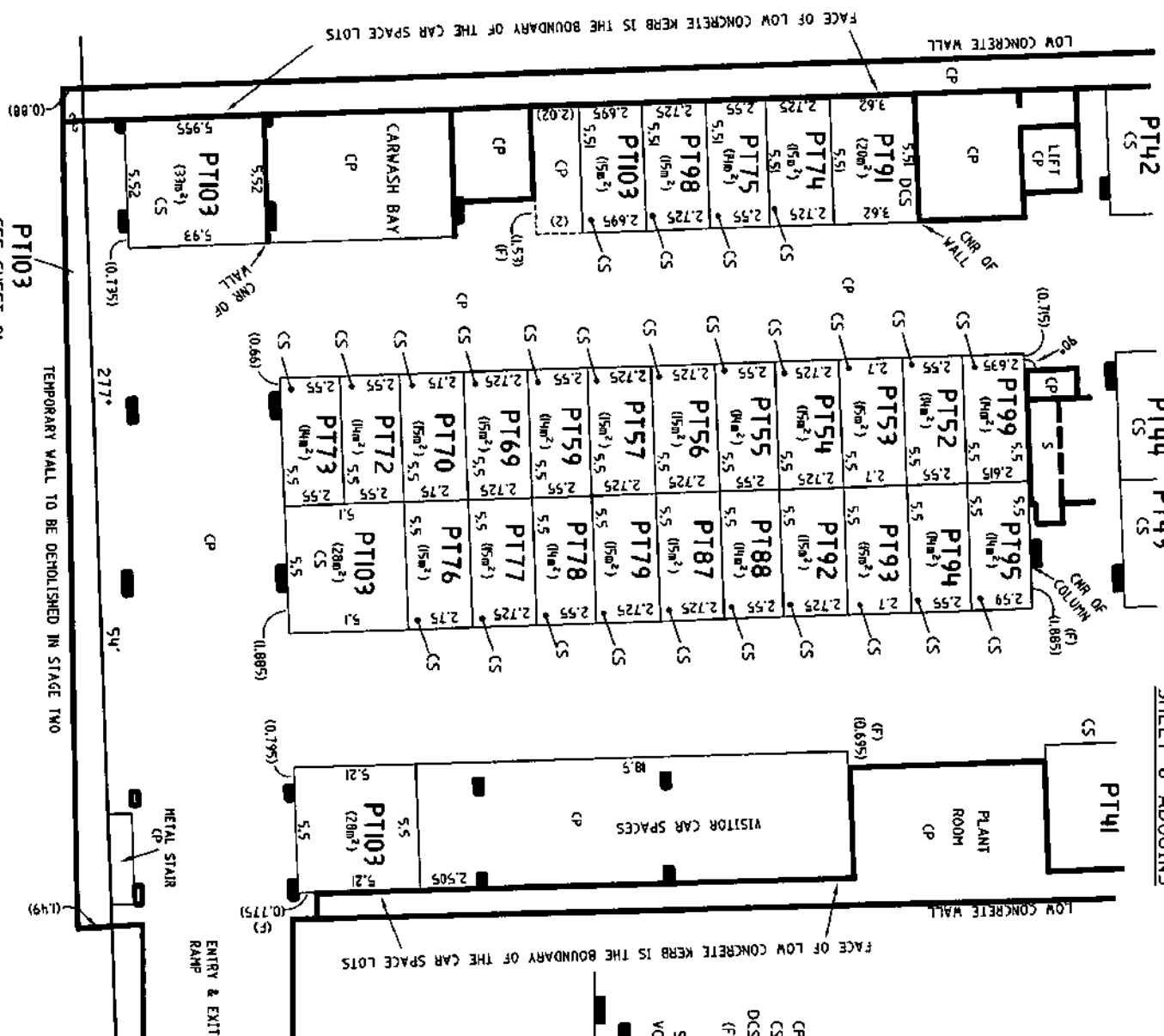
~~Authorized Personnel/General Manager / Accredited Certified~~

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SHEET 6 ADJOINS

Sheet No. 7 of 21 Sheets

**SP76137**



CP DENOTES COMMON PROPERTY  
CS DENOTES A CAR SPACE  
DCS DENOTES DISABLED CAR SPACE  
(F) DENOTES PROLONGATION OF THE LINE  
OF THE FACE OF A COLUMN, WALL OR KERB  
S DENOTES STAIRS (COMMON PROPERTY)  
VCS DENOTES VISITOR CAR SPACE (COMMON PROPERTY)  
■ DENOTES A COLUMN  
■ DENOTES A LINE ALONG THE FACE OF A COLUMN  
OR THE FACE OF A COLUMN OR WALL

LOT 103 IS A DEVELOPMENT LOT

BASEMENT  
CAR PARKING

```
(STAGE 1)
-
(STAGE 2)
```

(STAGE 2)

M.G.A.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 21 Sheets

THE EASEMENT FOR DRAINAGE OF WATER (B) IS LIMITED IN DEPTH TO 5 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE UNLESS COVERED

## BLOCK A LEVEL 1

SEE SHEET 4 FOR CONNECTIONS AND DIMENSIONS FOR EASEMENT FOR DRAINAGE (B)

SEE SHEET 3 FOR FURTHER CONNECTIONS & DIMENSIONS FOR RIGHT OF ACCESSWAY (A)

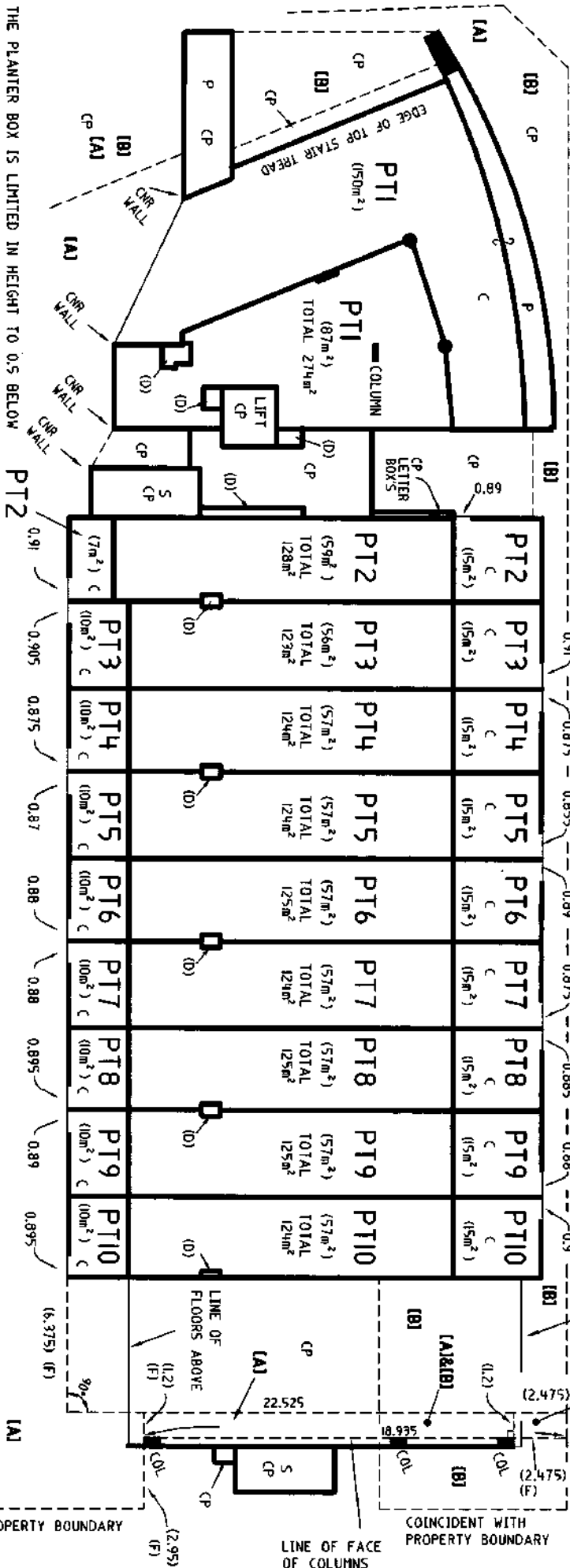
COINCIDENT WITH  
MACDONALD STREET  
PROPERTY BOUNDARY

LINE OF  
FLOORS ABOVE

COINCIDENT WITH  
MACDONALD STREET  
PROPERTY BOUNDARY

LINE OF FACE  
OF COLUMNS

M.G.A.



THE PLANTER BOX IS LIMITED IN HEIGHT TO 0.5 BELOW TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR SLAB OF ITS RESPECTIVE UNIT EXCEPT WHERE COVERED OR PAVED.

COURTYARDS ARE LIMITED IN HEIGHT FROM 1.5 BELOW TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR SLAB OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED OR PAVED IN CONCRETE OR TILES OR OTHERWISE LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB

AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

THE RIGHT OF ACCESSWAY (A) IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE UNLESS COVERED

- CP DENOTES COMMON PROPERTY
- C DENOTES COURTYARD
- P DENOTES A PLANTER BOX
- S DENOTES STAIRS
- (D) DENOTES A DUCT (COMMON PROPERTY)
- (F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL
- (A) DENOTES A RIGHT ANGLE (90°)
- [A] RIGHT OF ACCESSWAY (VARIABLE WIDTH)
- [B] EASEMENT FOR DRAINAGE OF WATER (VARIABLE WIDTH)

Reduction Ratio 1:200

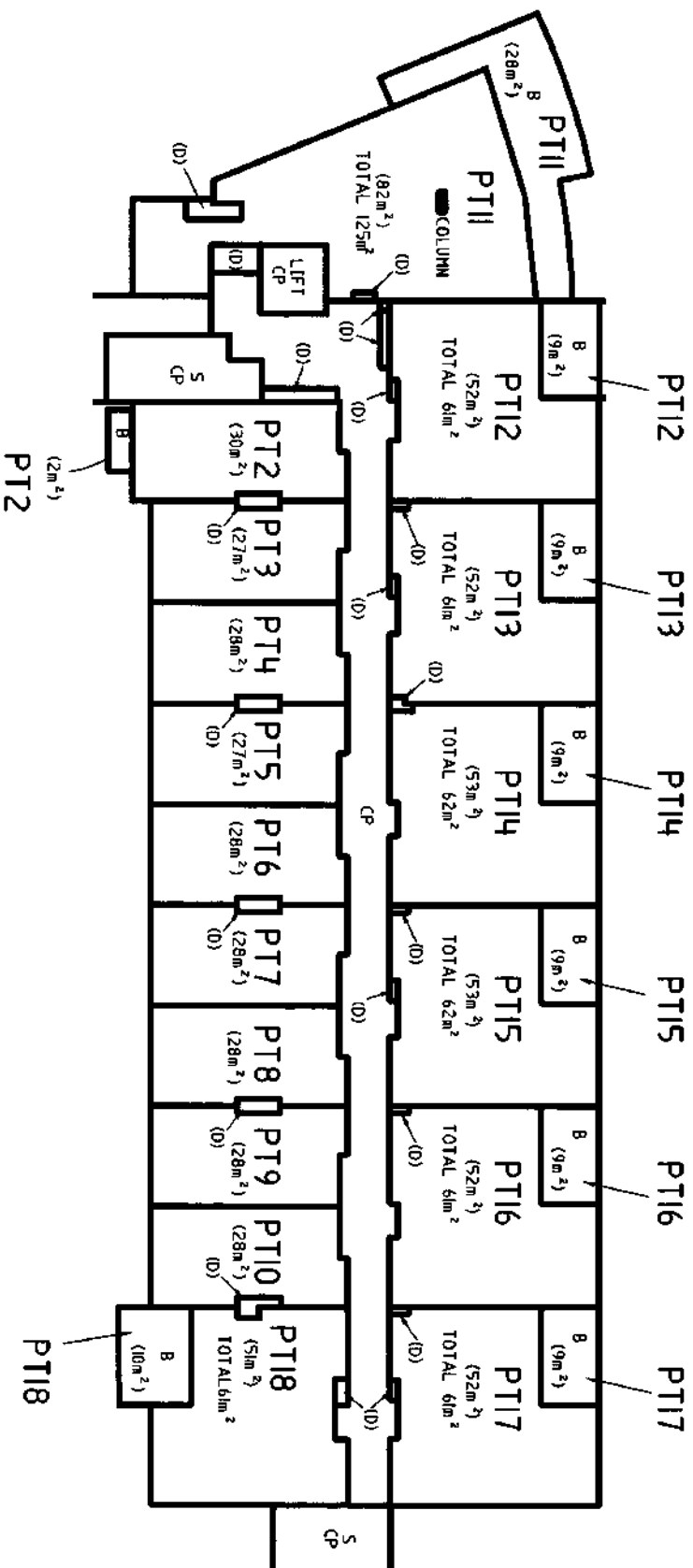


Registered Surveyor

Authorised Officer/General Manager / Accredited Certifier



SP76137



BLOCK A

LEVEL 2

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER PAVED  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (GREENHOLD  
DEVELOPMENT) ACT 1973

Reduction Ratio 1:200

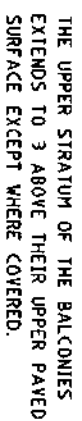
Lengths are in metres.



Registered Surveyor

Associated Surveyors General Manager / Accredited Officer

M.G.A.



AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

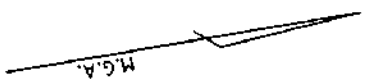
**Lengths are in metres.**

CP DENOTES COMMON PROPERTY  
B DENOTES A BALCONY  
S DENOTES STAIRS  
(D) DENOTES A DUCT OR SERVICE CUPBOARD  
(COMMON PROPERTY)

Registered Surveyor

~~Subscribed & Delivered: General Manager / Accredited Certifier~~

## SP76137



**Lengths are in metres.**

Abdullahi Baccus/General Manager/Anchorline Capital

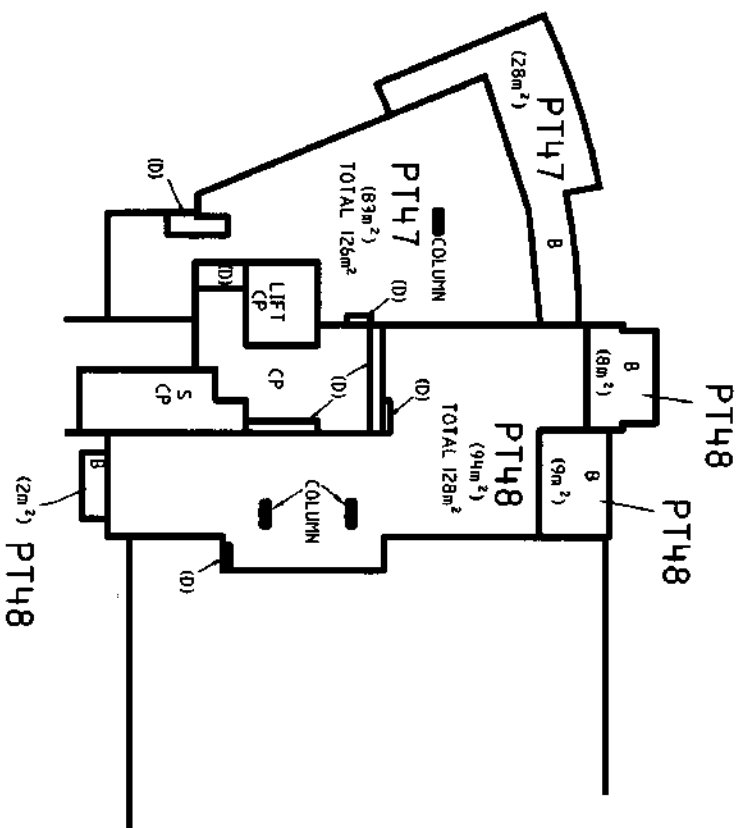
M.G.A.



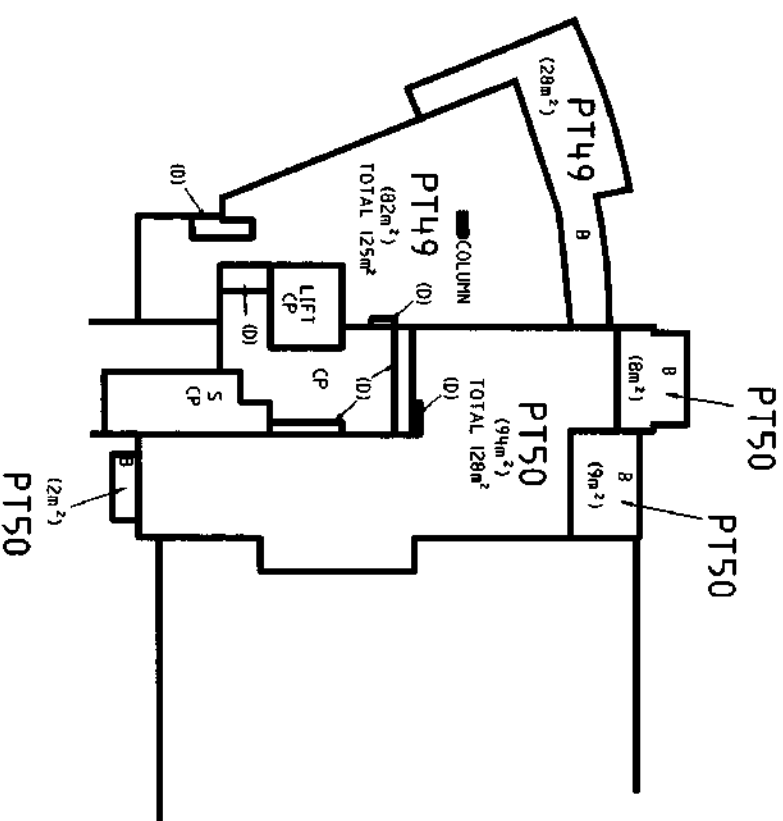
**Lengths are in metres.**

~~Authorized Person/General Manager / Accredited Certifier~~

SP76137



**BLOCK A**  
**LEVEL 6**



**BLOCK A**  
**LEVEL 7**

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER PAVED  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEMOLD  
DEVELOPMENT) ACT 1973

- CP DENOTES COMMON PROPERTY
- B DENOTES A BALCONY
- S DENOTES STAIRS
- (D) DENOTES A DUCT OR SERVICE CUPBOARD  
(COMMON PROPERTY)

Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

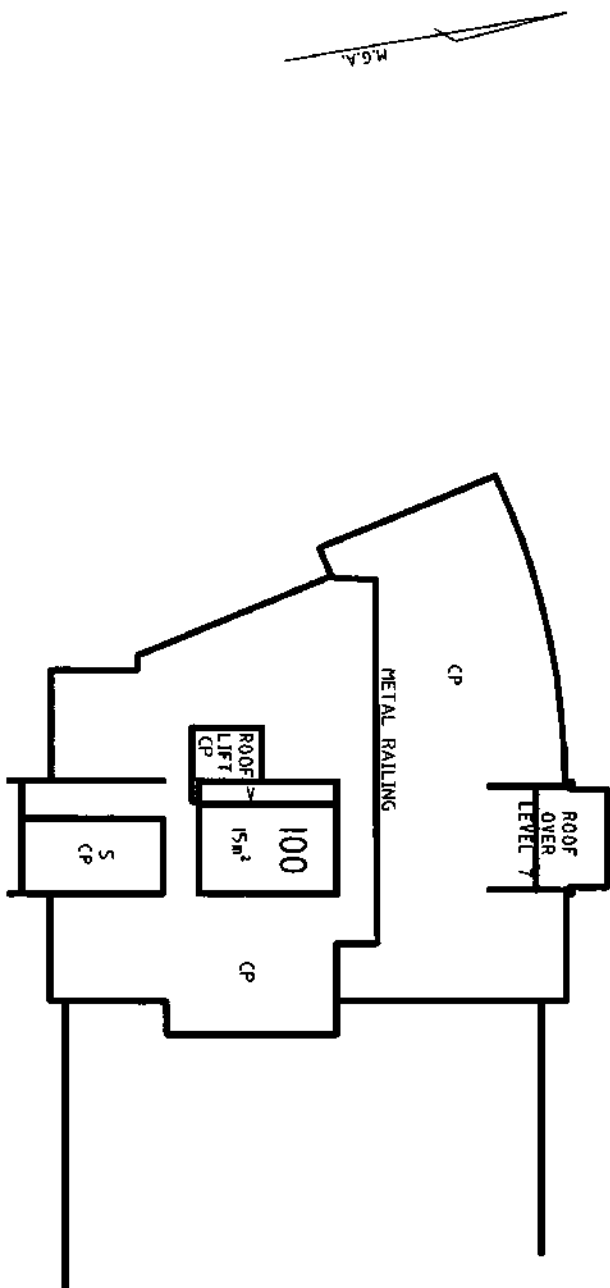
Surveyors Reference: 02012-10/G



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Sheet No. 14 of 21 Sheets

SP76137



**BLOCK A**  
**LEVEL 8**

THE UPPER STRATUM OF LOT 100 IS LIMITED IN HEIGHT  
TO THE UPPER SURFACE OF ITS ROOF SLAB AND INCLUDES  
THE ROOF SLAB

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

CP DENOTES COMMON PROPERTY  
S DENOTES STAIRS  
V DENOTES A VOID (COMMON PROPERTY)

Reduction Ratio 1:200

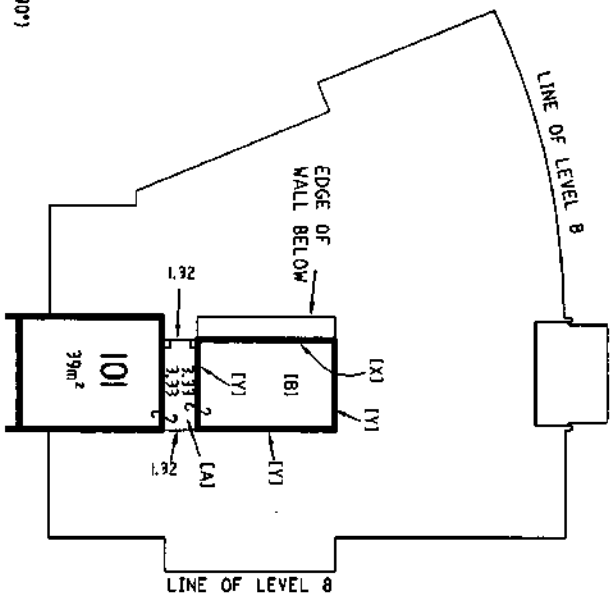
Lengths are in metres.

Registered Surveyor

Surveyor's Reference: 02012-10/G



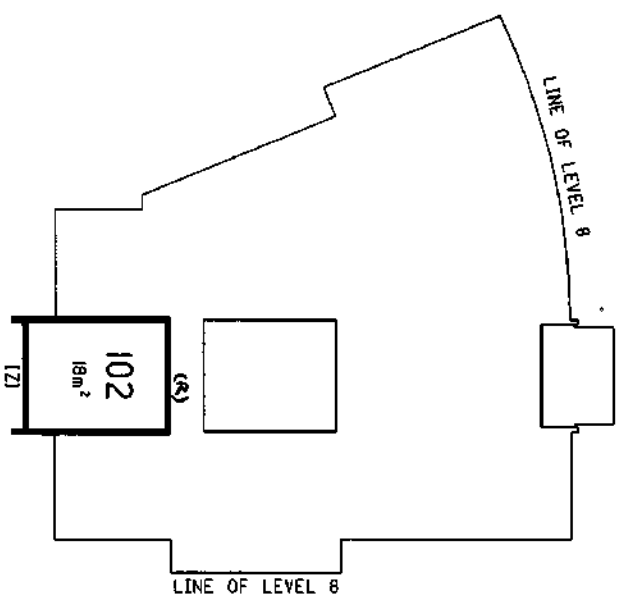
SP76137



# **BLOCK A** **LEVEL 9**

THE STRATUM OF THAT PART OF LOT 101 SHOWN (A) IS LIMITED IN DEPTH TO THE PLANE OF THE UNDERSIDE SURFACE OF THE ROOF SLAB OF LOT 100 ~~SHOWN (A)~~ (ON SHEET (4)) AND IS LIMITED IN HEIGHT TO THE PLANE OF THE UPPER SURFACE OF THE STEEL MESH FLOOR OF LOT 102 ON LEVEL 10

THE STRATUM OF THAT PART OF LOT 101 SHOWN (B) IS LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE FLOOR AND IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE OF THE UPPER SURFACE OF THE STEEL MESH FLOOR OF LOT 102 ON LEVEL 10



# **BLOCK A** **LEVEL 10**

THE UPPER STRATUM OF LOT 102 IS LIMITED IN HEIGHT TO THE HORIZONTAL PLANE OF THE TOP OF ITS CONCRETE SIDE WALL SHOWN (B)

(Z) OUTSIDE EDGE OF METAL FLOOR BEAM

AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

Surveyors Reference: 02012-10/G



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Sheet No. 16 of 21 Sheets

SP76137

THE RIGHT OF ACCESSWAY [A] IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT [X] AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN HEREON UNLESS THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT [X] ABOVE UNLESS COVERED

THE EASEMENT FOR DRAINAGE OF WATER [B] IS LIMITED IN DEPTH TO 5 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT [X] AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN HEREON UNLESS THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT [X] ABOVE UNLESS COVERED

[A] RIGHT OF ACCESSWAY (VARIABLE WIDTH)

[B] EASEMENT FOR DRAINAGE (VARIABLE WIDTH)

[X] UPPER SURFACE OF TILES AT THE ENTRY TO BLOCK B AT LEVEL 1

(F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL

CP DENOTES COMMON PROPERTY

C DENOTES COURTYARD

(D) DENOTES A DUCT OR SERVICE CURBOARD (COMMON PROPERTY)

P DENOTES A PLANTER BOX

S DENOTES STAIRS

h DENOTES A RIGHT ANGLE (90°)

COURTYARDS ARE LIMITED IN HEIGHT FROM 1.5 BELOW TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT FLOOR SLAB OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED OR PAVED IN CONCRETE OR TILES

Lengths are in metres.



Reduction Ratio 1:200

PT103  
(SEE SHEET 20)

# BLOCK B LEVEL 1

SEE SHEET 3 FOR  
FURTHER CONNECTIONS  
FOR RIGHT OF  
ACCESSWAY [A]  
SEE SHEET 4 FOR  
CONNECTIONS FOR  
EASEMENT FOR DRAINAGE [B]

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

COMP FILE: 02012-10G.DWG

LOT 103 IS A DEVELOPMENT LOT

Registered Surveyor

SURVEYORS/REFERENCE: 02012-10/G

Authorised Design/Drawn/Manager/Recorded/Certified

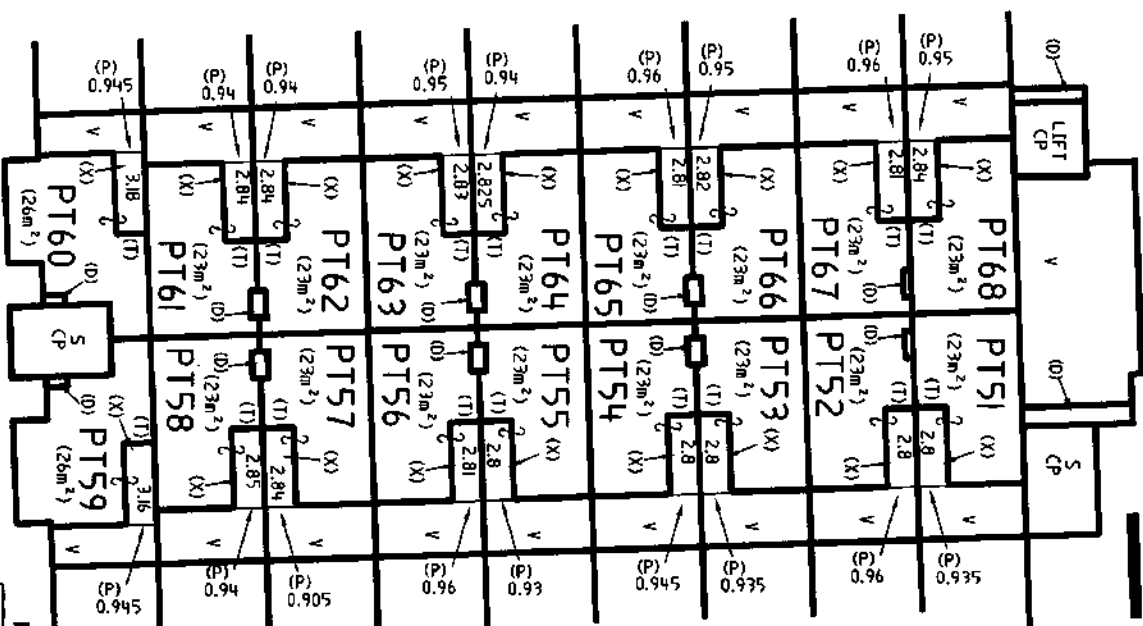


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 21 Sheets

SP76137

M.G.A.



# BLOCK B LEVEL 2

- CP DENOTES COMMON PROPERTY
- (D) DENOTES A DUCT OR SERVICE CUPBOARD (COMMON PROPERTY)
- S DENOTES STAIRS
- (T) EDGE OF TOP STAIR TREAD
- V DENOTES A VOID

AREA (X) IS DEFINED BY THE PROLONGATION OF THE UPPER SURFACE OF THE ADJOINING LOT FLOOR

Reduction Ratio 1:200

Lengths are in metres.



AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Registered Surveyor

Surveyors Reference: 02012-10/G

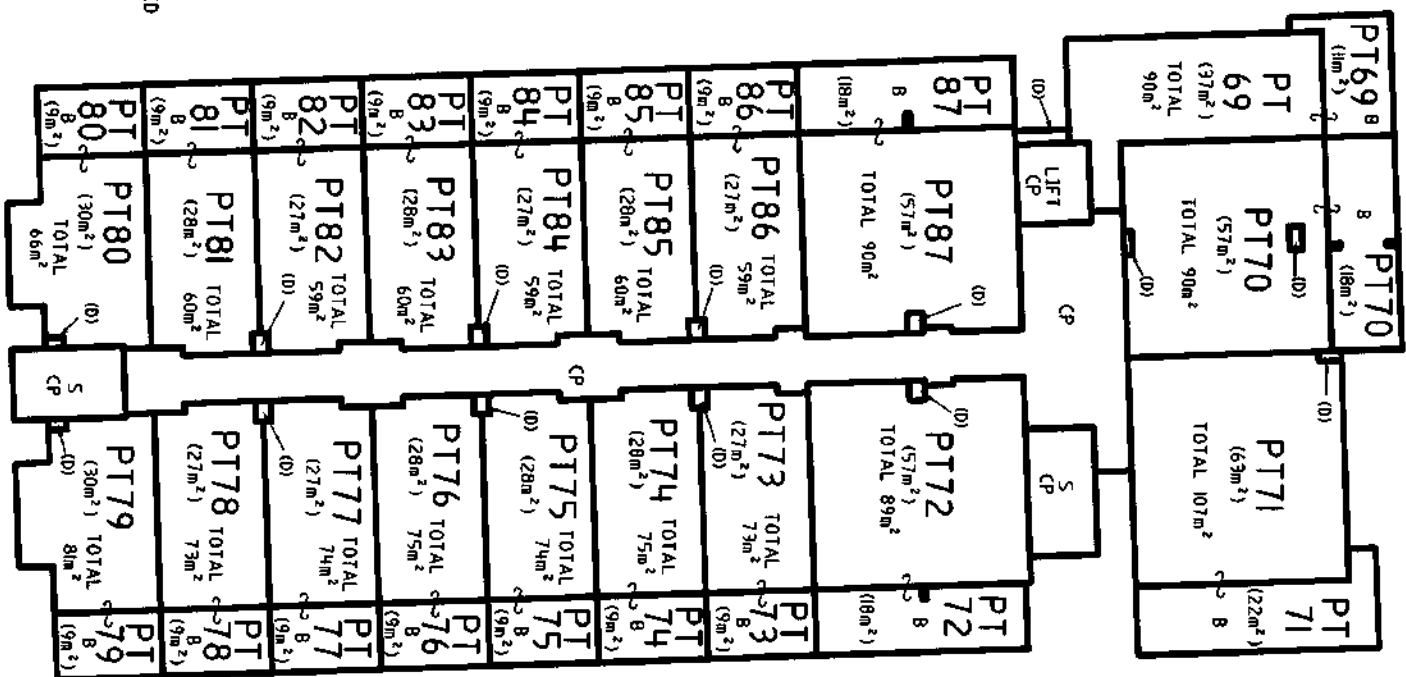
OMP FILE: 02012-10G.DWG

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 21 Sheets

SP76137

M.G.A.



BLOCK B  
LEVEL 3

- B DENOTES A BALCONY
- CP DENOTES COMMON PROPERTY
- (D) DENOTES A DUCT OR SERVICE cupboard (COMMON PROPERTY)
- S DENOTES STAIRS

Reduction Ratio 1:200

Lengths are in metres.



Registered Surveyor

Surveyor's Reference: 02012-10/G

OMP FILE: 02012-10.GDWG

M.G.A.

BLOCK B  
LEVEL 4

B DENOTES A BALCONY  
CP DENOTES COMMON PROPERTY  
(D) DENOTES A DUCT OR SERVICE CURBOARD  
{(COMMON PROPERTY)  
S DENOTES STAIRS  
(T) EDGE OF TOP STAIR TREAD  
V DENOTES A VOID

AREA (X) IS DEFINED BY THE PROLONGATION OF THE UPPER SURFACE OF THE ADJOINING LOT FLOOR

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER PAVED  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRAITS SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Reduction Ratio 1:200

**Lengths are in metres.**

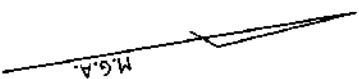
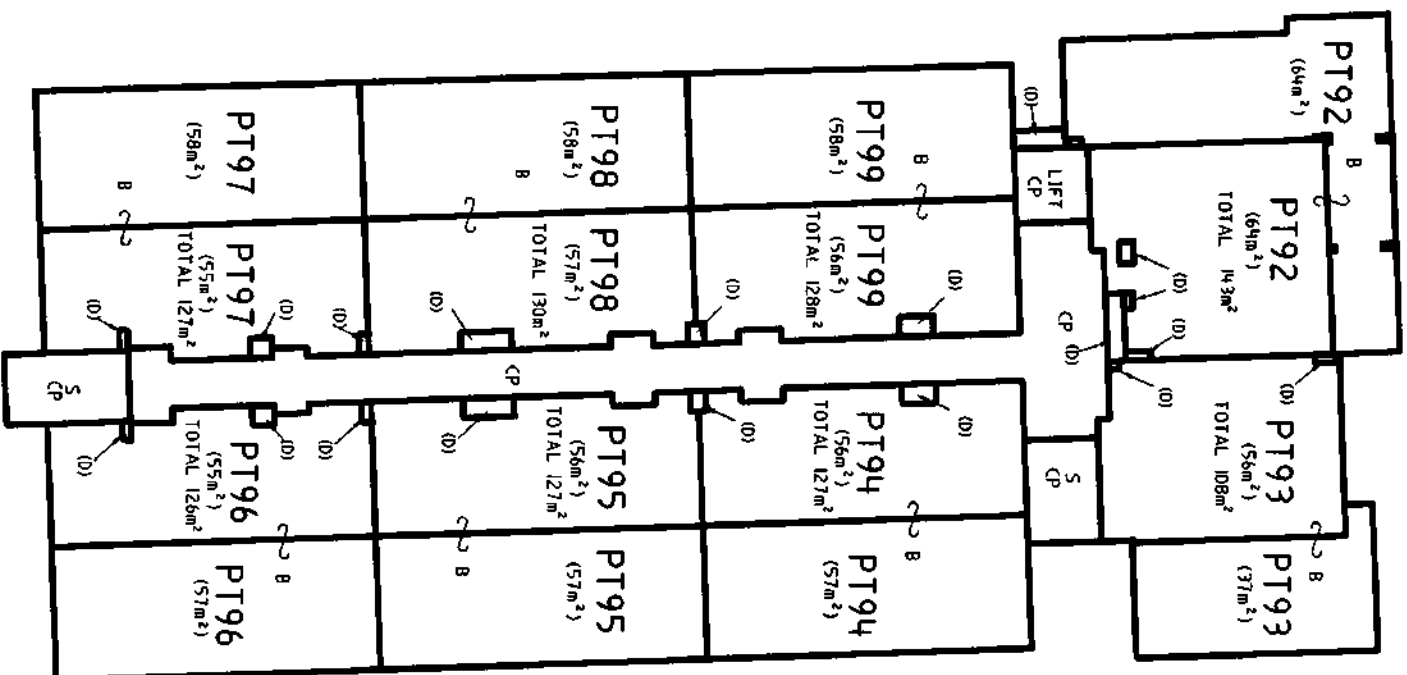
Registered Surveyor

~~American College of Management / Accredited Certificate~~

OMP FILE: 02012-10G.DWG

**SURVEYORS REFERENCE: 02012-10/G**

SP76137



**BLOCK B**  
**LEVEL 5**

- CP DENOTES COMMON PROPERTY
- B DENOTES BALCONY
- S DENOTES STAIRS
- (D) DENOTES A DUCT OR SERVICE CURBOARD (COMMON PROPERTY)

Reduction Ratio 1:200

Lengths are in metres.



Registered Surveyor

Accredited Certifier

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER PAVED  
SURFACE EXCEPT WHERE COVERED.

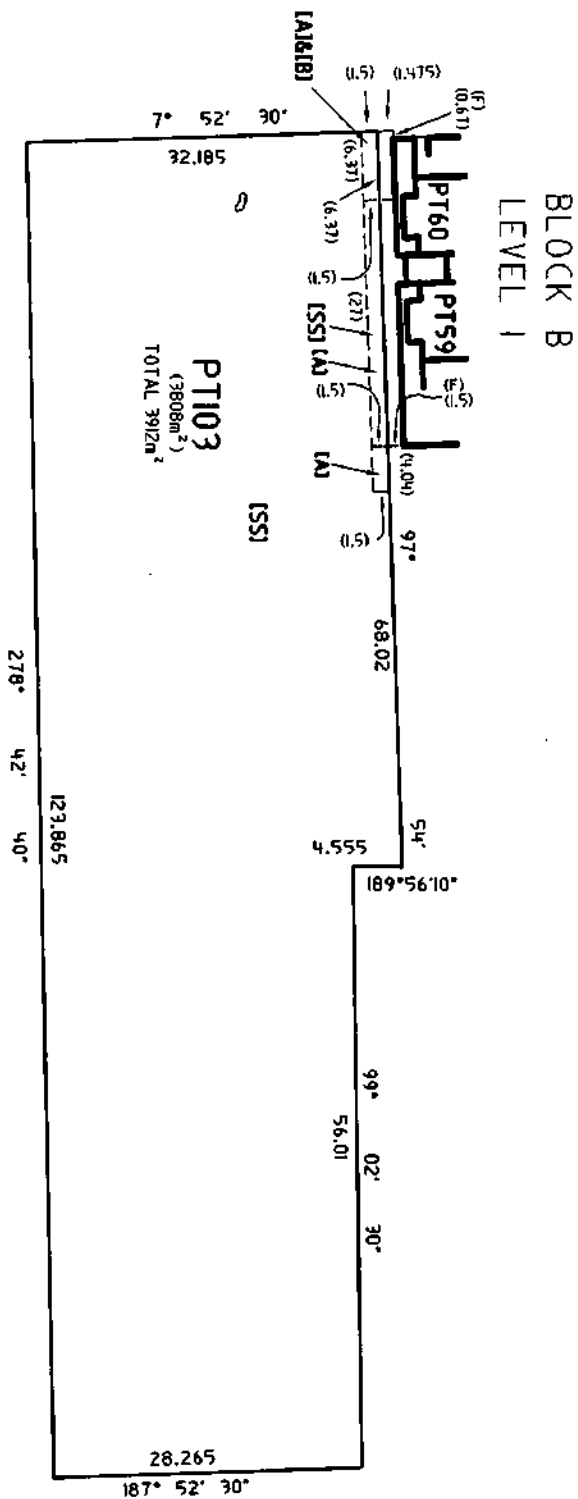
AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 21 Sheets

SP76137

THE EASEMENT FOR DRAINAGE OF WATER (B) IS LIMITED IN DEPTH TO 5 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE UNLESS COVERED



PART OF LOT 103 (SS) SHOWN ON THIS SHEET IS LIMITED IN HEIGHT TO 500 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE.

DEVELOPMENT LOT 103

LEVEL 1

THE RIGHT OF ACCESSWAY (A) IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN HEREON AND ON SHEET 16 OF THIS PLAN UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT (X) ABOVE UNLESS COVERED

Reduction Ratio 1:500

Lengths are in metres.

Registered Surveyor

Surveyors Reference: 02012-10/G



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 1 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP1091358  
Covered by Subdivision Certificate  
No SC 818 of 5/1/06

**Full name and address of  
the owner of the land**

Motto Apartments Pty Ltd  
Level 10 Building B  
207 Pacific Highway  
ST LEONARDS NSW 2065  
ACN 093 763 547

**PART 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement, profit 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) or Prescribed Authorities
1	Right of Accessway (variable width)	Common Property	The Council of the City of Sydney
2	Easement for Drainage (variable width)	Common Property	The Council of the City of Sydney
3	Positive Covenant	Common Property	The Council of the City of Sydney

**PART 2 (Terms)**

**1. TERMS OF RIGHT OF ACCESSWAY (VARIABLE WIDTH)  
NUMBERED 1 IN THE PLAN**

- 1.1 The *grantor* grants the grantees and authorised users the right to pass and repass over the easement site for the purpose of passing through the burdened area:
- a) by foot, or
  - b) by foot with bicycles (wheeled) not ridden, or
  - c) using wheelchairs,
- but otherwise without vehicles and without animals (other than guide dogs).

.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919  
AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 2 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP1091358  
Covered by Subdivision Certificate  
No SC 818 of Strata

**PART 2 (continued)**

- 1.2 When they exercise their rights under this easement, the grantees and authorised users must cause as little inconvenience as is practicable to the grantor and any occupier of the lot burdened.
- 1.3 The grantor covenants:
- a) to indemnify the Council in respect of any claims for loss or damage made against the Council being claims for loss or damage arising as a consequence of any activity within the burdened area, being the part of the lot designated as a through-site-link and marked "[A]" on the Plan; and
  - b) to keep in force with an Insurance Company licensed to trade in Australia in the name of the grantor noting the name of the Council, a Public liability Insurance policy to cover the burdened area for an amount of not less than Ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a Certificate of Currency of the Policy within one (1) month of the renewal date of the policy.
  - c) to keep the burdened area marked "[A]" on the plan clean and free from litter, rubbish, silt and debris; and
  - d) to maintain and repair at the sole expense of the grantor the whole of the burdened area so that it functions in a safe and efficient manner.
- 1.4 The Authority having the right to release, vary or modify this Right of Accessway is the Council of the City of Sydney.

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919  
AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 3 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

**PART 2 (continued)**

**2. TERMS OF EASEMENT FOR DRAINAGE (VARIABLE WIDTH)  
NUMBERED 2 IN THE PLAN**

2.1 The *grantor* grants the body having the benefit of this easement the right, to allow in the event of flooding (including 100 ARI flood levels) the drainage of water (accumulated naturally and temporarily detained) to and from the site of the easement marked "[B]" on the plan.

2.2 The grantor covenants:

- a) to indemnify the Council in respect of any claims for loss or damage made against the Council being claims for loss or damage arising as a consequence of any inundation or action by stormwater within the burdened area, being the part of the lot designated and marked "[B]" on the Plan; and
- b) to keep in force with an insurance company licensed to trade in Australia in the name of the grantor noting the name of the Council, a public liability insurance policy to cover the burdened area for an amount of not less than ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a certificate of currency of the policy within one (1) month of the renewal date of the policy.

2.3 The Authority having the right to release, vary or modify this Easement for Drainage is the Council of the City of Sydney.

  
.....  
Council's Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919  
AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 4 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

**PART 2 (continued)**

**3. TERMS OF POSITIVE COVENANT NUMBERED 3 IN THE PLAN**

**3.1 The registered proprietor will:**

- a) permit storm water runoff to be temporarily detained by the stormwater detention system;
- b) at all times keep the stormwater detention system clean and free of silt, rubbish and debris;
- c) maintain, renew and repair the whole or part of the stormwater detention system so that it functions at all times in a safe and efficient manner;
- d) keep and continue to possess a specification of procedures for the purpose of maintaining the stormwater detention system to provide for such things as inspection of the stormwater detention system every six months and after storms, clearing blockage, replacing geo-fabrics periodically and other necessary maintenance;
- e) install and maintain private connections in the surrounding streets for the sole purpose of discharging storm water ("Private Connections");
- f) for the purpose of ensuring observance of the covenant, Council and its authorised officers may at any reasonable time of the day and upon giving at least two days notice to the registered proprietor (but at any time without notice in case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the stormwater detention system;

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
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AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 5 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

**PART 2 (continued)**

- g) by written notice Council may require the registered proprietor to attend to any matter and to carry out such work within such time as Council may require to ensure the proper and efficient performance of the stormwater detention system and to this extent section 88F(2)(a) of the Act is agreed to be amended accordingly.
- h) pursuant to section 88F(2) of the Act, if the registered proprietor fails to comply with the terms of any written notice issued by Council under Clause 3.1(g), Council or its authorised officers may enter the land with all necessary equipment and carry out any work which council in its discretion considers reasonable to comply with the notice. In carrying out any work under the clause 3.1(h), the Council must:
  - i) cause as little inconvenience as is practicable to the registered proprietor and occupier of the lot burdened;
  - ii) repair damage which causes to the zone of influence of any Private Connection;
  - iii) take all reasonable precautions to ensure that the lot burdened is disturbed as little as possible.

If necessary, the Council may recover from the registered proprietor, in a court of competent jurisdiction, any expense reasonably incurred in exercising its rights under this clause and lodge a charge over the land in accordance with clause 88F(4) of the Act.

- i) If the lot burdened is a strata scheme, or is subdivided to become a strata scheme, the burden of this covenant attaches to the common property for the strata scheme and not the lots within that strata scheme.
- j) For the purposes of clause 3.1(e), the registered proprietor:

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919  
AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 6 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

**PART 2 (continued)**

- i. acknowledges that if trade wastes are discharged through any Private Connection, Council is entitled to immediately disconnect the Private Connection at the registered proprietor's expense.
- ii. releases the Council from, and indemnifies the Council against any claim or liability to any person whatsoever for the death of or injury to or loss or damage to property of any person upon the zone of influence of any Private Connection including any death, injury, loss or damage arising out of or in the course of or caused by:
  - I. the construction or the existence of the Private Connection beneath the Council's footpath or road, or
  - II. connection of the Private Connection to the Council's drainage system in the street; or
  - III. any failure of the stormwater detention system or private Connection; or
  - IV. a breach of this covenant by the registered proprietor; or
  - V. any inadequacy or failure of the Council's stormwater drainage system; or
  - VI. the overburdening of Council's stormwater drainage system by drainage from the Private Connection.

3.2 The registered proprietor will not:

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
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AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 7 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

**PART 2 (continued)**

- a) do any act, matter or thing which would prevent the stormwater detention system from operating in an efficient manner.
- b) make any alterations or additions to the stormwater detention system to allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the stormwater detention system without the prior written consent of the Council; and
- c) this covenant shall bind all persons who claim under the registered proprietors and stipulated in section 88E(5) of the Act; and
- d) Council is the authority empowered to release, vary or modify this Positive Covenant.

For the purpose of this covenant:

**“Council”** means the Applicant being the City of the City of Sydney and any successor body.

**“Property”** means property known as “Motto Apartments” 2-14 Eve Street, Erskineville being the land in Folio Identifier CP/SP/76137 and includes each and every stage and any subdivision of the property.

**“Stormwater detention system”** means the stormwater detention tanks or above ground detention storage areas and includes all associated items (including but not limited to all ancillary drains, pits, grates, tanks, chambers and basins):

**“Council’s stormwater drainage system”** means a gully pit or underground stormwater pipe or a manhole.

3.3 The Authority having the right to release, vary or modify this Positive Covenant is the Council of the City of Sydney.

.....  
Council’s Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
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AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 8 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

Executed by  
**THE COUNCIL OF THE CITY OF  
SYDNEY** by its Authorised Person in the  
presence of:

Witness

WAYNE R. DAVIS  
Name of witness

)  
)  
)  
)  
)  
[Signature]  
Signature of Authorised Person  
Area Planning Manager  
Authority of Authorised Person  
ANDREW REES  
Full Name of Authorised Person


**SIGNED** for and on behalf of  
**MOTTO APARTMENTS PTY LIMITED**  
ACN 093 763 547 on

2005  
in accordance with s.127 Corporations Act:

[Signature]  
Signature of authorised person

Secretary  
Office held (Director or Secretary)

DAVID FISHER  
Name of authorised person  
(Please print)

)  
)  
)  
)  
)  
  
[Signature]  
Signature of authorised person  
DIRECTOR  
Office held (Director or Secretary)  
GEORGE TAN  
Name of authorised person  
(Please print)

[Signature]  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON  
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919  
AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 9 of 9 sheets

**SP76137**

PLAN OF SUBDIVISION OF  
LOT 1 DP 1091358  
Covered by Subdivision Certificate  
No of

**SIGNED** for and on behalf of  
**BOS INTERNATIONAL (AUSTRALIA)**  
**LIMITED** ABN 23 066 601 250 on

**5 January 2006** 2005

in accordance with s.127 Corporations Act:

by its duly constituted Attorney under Power of  
Attorney Book 4467 No. 58 dated 19 July 2005  
was no notice of revocation of s.127 Power of Attorney

Signature of authorised person in the presence of:

Signature of authorised person

Office held (Director or Secretary)

Office held (Director or Secretary)

SEAN HARVEY.  
Name of authorised person  
(Please print)

Michael Glenn Davidson.  
Name of authorised person  
(Please print)

REGISTERED



1.2.2006

.....  
Council's Authorised Person

1/21

SP76137

**Approved Form 15**

S. 28C(1) (F)

Strata Schemes (Freehold Development) Act 1973

**Strata Development Contract - Strata Plan No \_\_\_\_\_**

***Warning***

This contract contains details of a strata scheme, which is proposed to be developed in **two (2) stages** on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

**Description of Development**

**1. Description of Land**

~~Proposed Lot 1 in the consolidation and subdivision of Lot 1 in Deposited Plan 947041 Folio Identifier 1/947041 and Lot 102 in Deposited Plan 788542 Folio Identifier 102/788542, known as 93 Macdonald Street and 2-14 Eve Street, Erskineville.~~ **LOT 11 IN DP10911358**

**2. Description of any non-strata land that is to be developed along with the strata scheme**

Not applicable

**3. Description of any Land proposed to be added to the Scheme**

Not applicable

**4. Description of Development Lot or Lots**

There is one (1) Development Lot being Lot 103 as set out in the attached Concept Plan.

2 / 21

**5. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973**

**(i) Warranted Development**

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

**(ii) Permission to carry out warranted development and authorised proposals**

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as "**authorised proposals** - proposed development not subject to a warranty" in the contract.

**(iii) Owners Corporation expenses**

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision -
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

**(iv) Standard of development**

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths and -
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies or as is permitted or consented to by the local or other consenting authority.

SP76137



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**SP76137**

**(v) Unauthorised use of the parcel**

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

**(vi) Restoration of common property**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

**(vii) Restoration of development lot**

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

**(viii) Additional covenants for vertical staged development**

Not applicable

**6. Warranted Development - proposed development subject to a warranty.**

Nil

**7. Authorised Proposals - proposed development not subject to a warranty.**

Development that the developer is permitted to carry out, but not compelled to carry out.

**A. (i) Description of Development – Stage 2**

Construction of two residential flat buildings and associated site works (including car parking, road works and landscaping) and subdivision into no less than 59 units. The proposed building and site works are to be of a similar style and material finish as in Stage 1 and to be generally in accordance with the development consent DA U02-01094 issued by South Sydney Council.

**(ii) Common Property Amenities**

Access, driveway, pathways and landscaping.

**(iii) Schedule of Commencement and Completion**

The developer does not warrant commencement and completion dates for Stage 2.

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**SP76137**

**(iv) Schedule of Lots**

Not less than 59 lots.

**(v) Working Hours**

As permitted by City of Sydney Council or any other relevant authority.

**(vi) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development**

Access from Eve and MacDonald Streets. There will be direct access from MacDonald Street across the common property accessway to the car park. Access will include use of part of the car park.

**(vii) Internal Roadways**

Construct internal roadway

**(viii) Landscaping**

To be consistent in quality and quantity with that of Stage 1.

**(ix) Schedule of Materials and Finishes**

The nature and quality of the materials and finishes will be generally similar to those of Stage 1.

**(x) Vertical Staging**

Nil

**(xi) Contribution to Common Property Expenses**

The developer is obliged to contribute to common property expenses only in respect of lots in each stage that are developed and retained in the ownership of the Developer, and then only in accordance with the schedule of unit entitlements. All other proprietors are required to contribute to common property expenses in accordance with the schedule of unit entitlements. For the avoidance of doubt, no contribution is payable by the Developer in respect of the development lot until completion of the proposed buildings and subdivision of same.

**(xii) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

The by-laws adopted in Stage 1 as may be amended by the body corporate.

**8. Date of Conclusion of Development Scheme**

Within 10 years from the date of registration of this contract.

**9. Concept Plan**

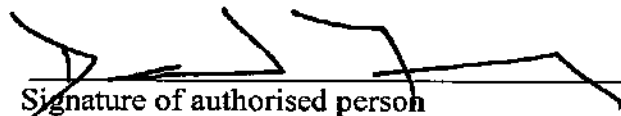
The Concept Plan is attached hereto.

5/21

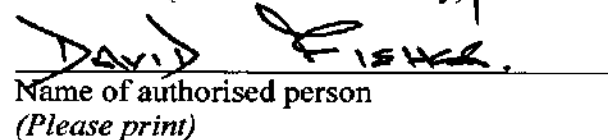
SP76137

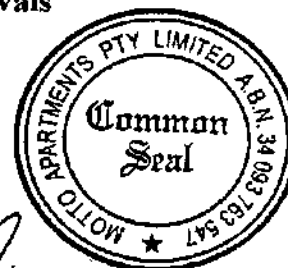
**Signatures, Consents, Approvals**

Signed by  
**MOTTO APARTMENTS PTY LIMITED**  
**ACN 093 763 547**  
on 20  
in accordance with s.127 Corporations Act:

  
Signature of authorised person

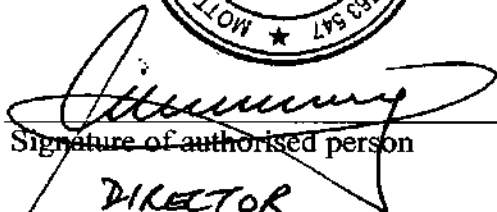
  
Office held (Director or Secretary)

  
Name of authorised person  
(Please print)



  
Signature of authorised person

  
Office held (Director or Secretary)

  
Name of authorised person  
(Please print)

Signature / seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot.

Signed by  
**TELSTRA CORPORATION LIMITED**  
**ACN 051 775 556**  
on 20  
in accordance with s.127 Corporations Act:

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

\_\_\_\_\_  
Office held (Director or Secretary)

\_\_\_\_\_  
Name of authorised person  
(Please print)

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

\_\_\_\_\_  
Office held (Director or Secretary)

\_\_\_\_\_  
Name of authorised person  
(Please print)

6/21

SP76137

Signed by  
BOS INTERNATIONAL (AUSTRALIA)  
LIMITED ABN 23 066 601 250

on 5 January 2006

in accordance with s.127 Corporations Act:  
by its duly constituted Attorney under Power  
of Attorney Book 467 No. 58 dated 19 July 2005  
who has no notice of revocation of such Power  
of Attorney in the presence of:

Signature of authorised person

Office held (Director or Secretary)

SEAN MARVEY.  
Name of authorised person  
(Please print)

Signature of authorised person

Director  
Office held (Director or Secretary)

Michael Glenn Davidson  
Name of authorised person  
(Please print)

### Certificate of Approval

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No 102-01094/B, and issued on 14 Jan. 2005,
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
  - (i) any condition subject to which the consent was granted; or
  - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Date: 4. 1. 2006

Execution of consent authority ..... (Andrew Rees,  
Area Planning Manager)  
Council's Authorized Person  
CITY OF SYDNEY.

REGISTERED



1.2.2006

SURVEYORS REFERENCE: 02012.10/F



**SURVEYORS REFERENCE: 02012-10/F**

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** PART 2

STRATA DEVELOPMENT CONTRACT

PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE

## "MOTTO APARTMENTS"

**CONSENTED TO**

**AFPN. NO**

**REGISTERED:**

**DATE:**

**SURVEYORS REFERENCE: 02012-10/F**

COMP FILE: 02012-SDC.DWG



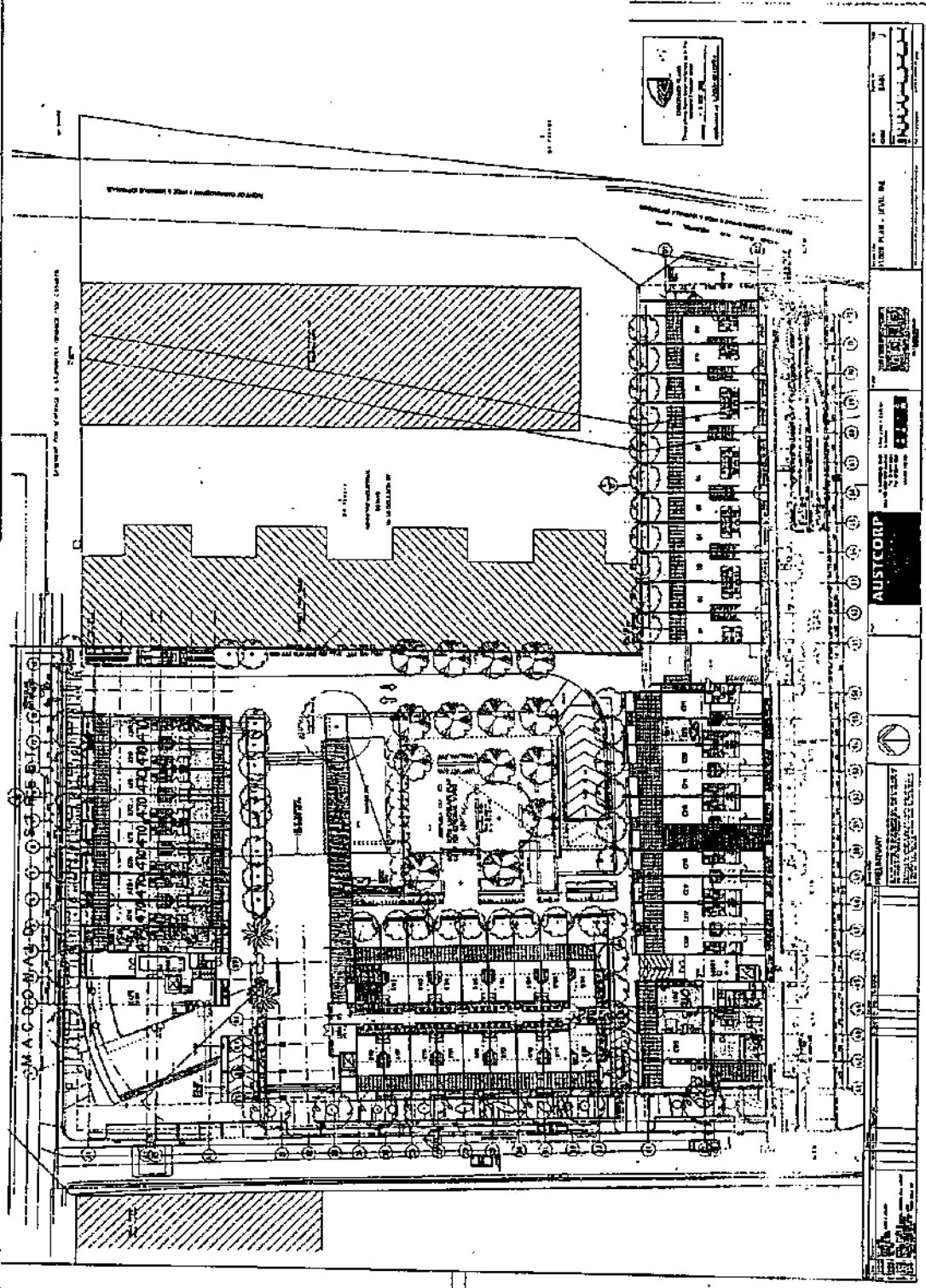
SP76137

Sheet No. 11 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

SIRATA DEVELOPMENT CONTRACT  
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE  
"MOTTO APARTMENTS"

CONSENTED TO  
APPN. No  
REGISTERED:  
DATE:



Project information and title block area containing logos for AustCorp and other entities, along with project details.

SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012 SDC DWG

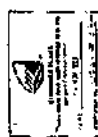
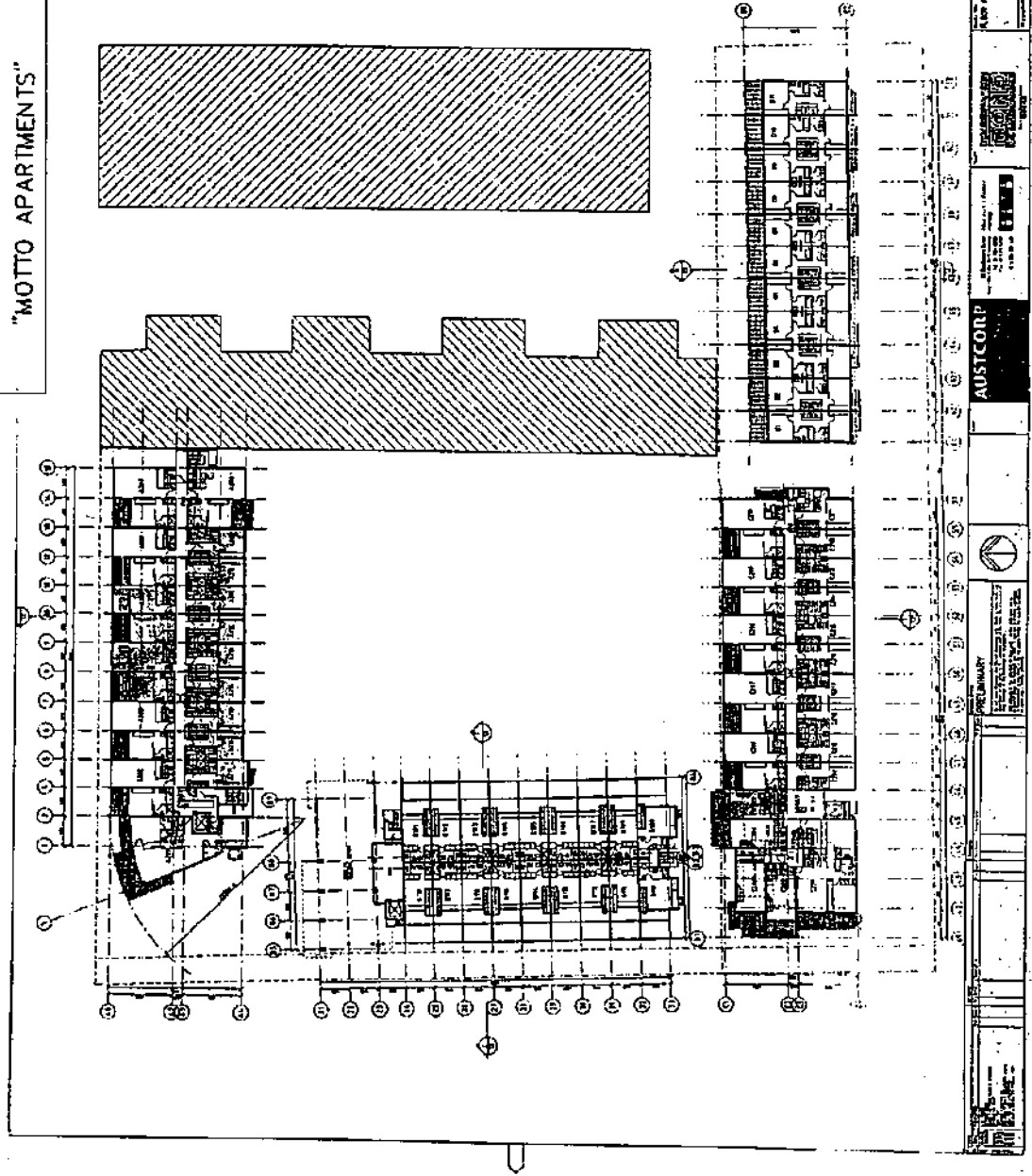
SP76137

Sheet No. 12 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

SIRATA DEVELOPMENT CONTRACT  
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE  
"MOTTO APARTMENTS"

CONSENTED TO  
APPN. NO  
REGISTERED:  
DATE:



AUSTCORP	
SURVEYORS REFERENCE: 02012-10/F	
COMP FILE 02012-SDC DWG	

SURVEYORS REFERENCE: Q2012-10/F

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** PART 2

**STRATA DEVELOPMENT CONTRACT**

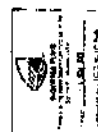
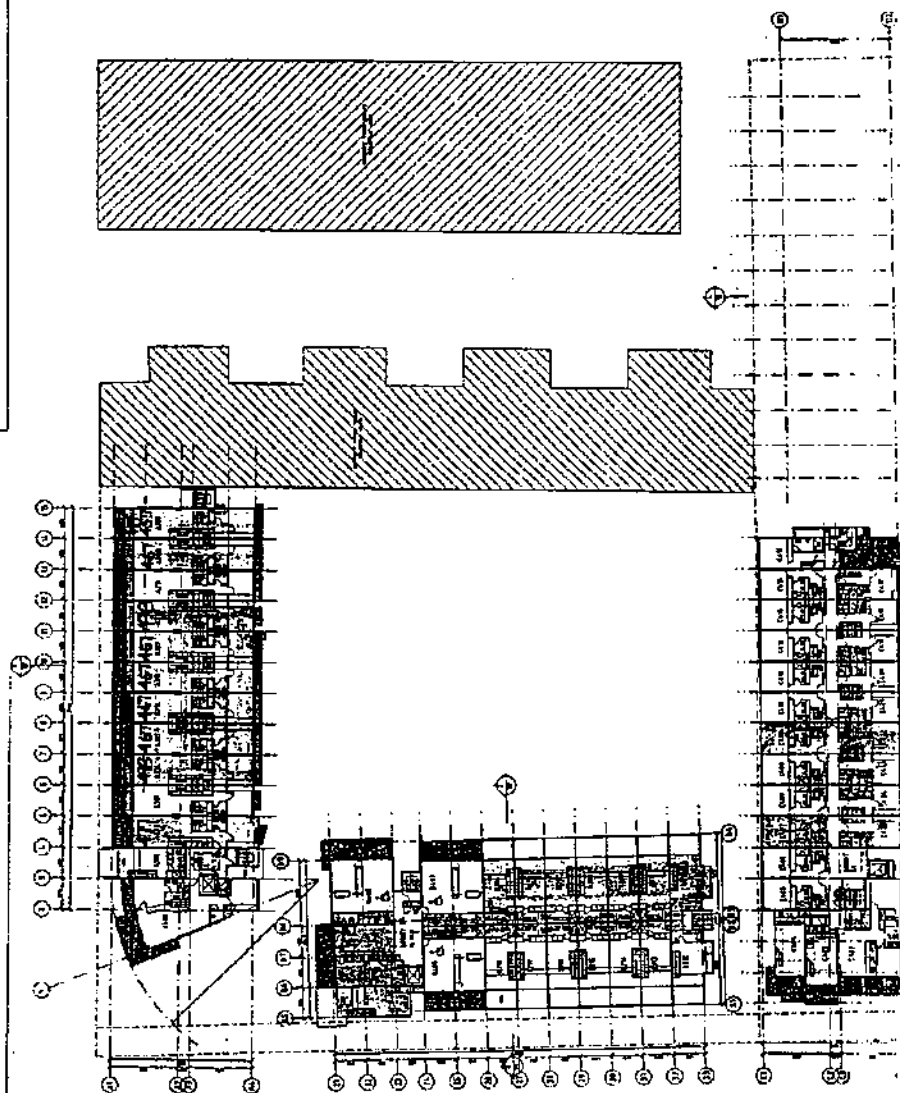
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE

**CONSENTED TO**

APPN. No

**REGISTERED:**

DATE:

[illegible]

COMP FILE C2012-SDC DWG

**SURVEYORS REFERENCE: 02012-10/F**



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COMP FILE 02012-SCC DWG

SP76137

Sheet No. 17 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

SIRATA DEVELOPMENT CONTRACT  
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE

CONSIGNED TO

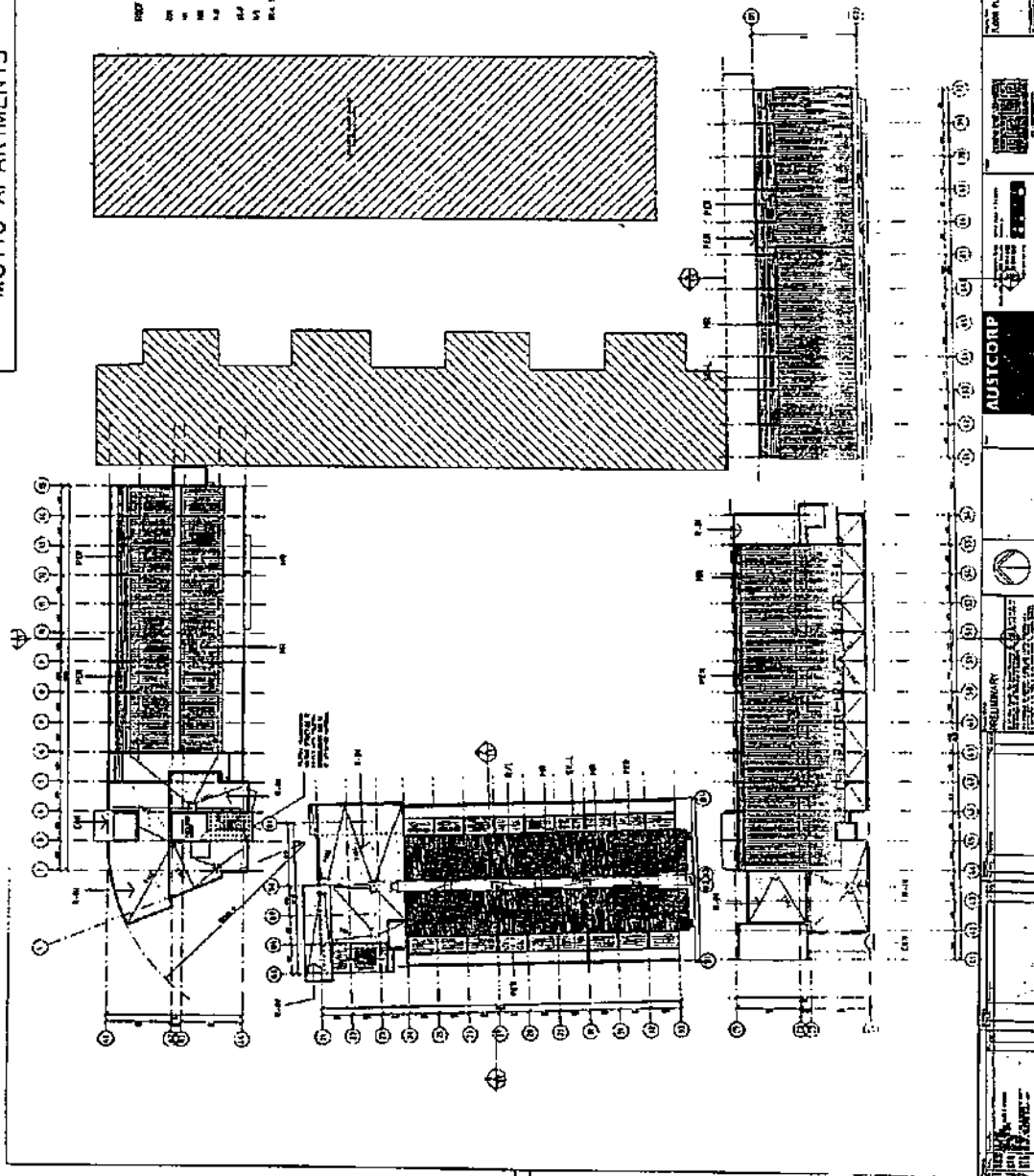
APPN. NO

REGISTERED:

DATE:

"MOTTO APARTMENTS"

NOT LEGAL  
BY APPOINTMENT  
THIS PLAN IS NOT VALID  
FOR ANY PURPOSE  
UNLESS IT IS USED IN  
CONJUNCTION WITH THE  
REGISTERED PLAN  
AND THE REGISTERED PLAN  
IS USED IN CONJUNCTION  
WITH THE REGISTERED PLAN  
AND THE REGISTERED PLAN  
IS USED IN CONJUNCTION  
WITH THE REGISTERED PLAN



SURVEYORS REFERENCE: 02012-10/F

COMP FILE 07012-SDC.DWG

SP76137

Sheet No 18 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

STRATA DEVELOPMENT CONTRACT  
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE

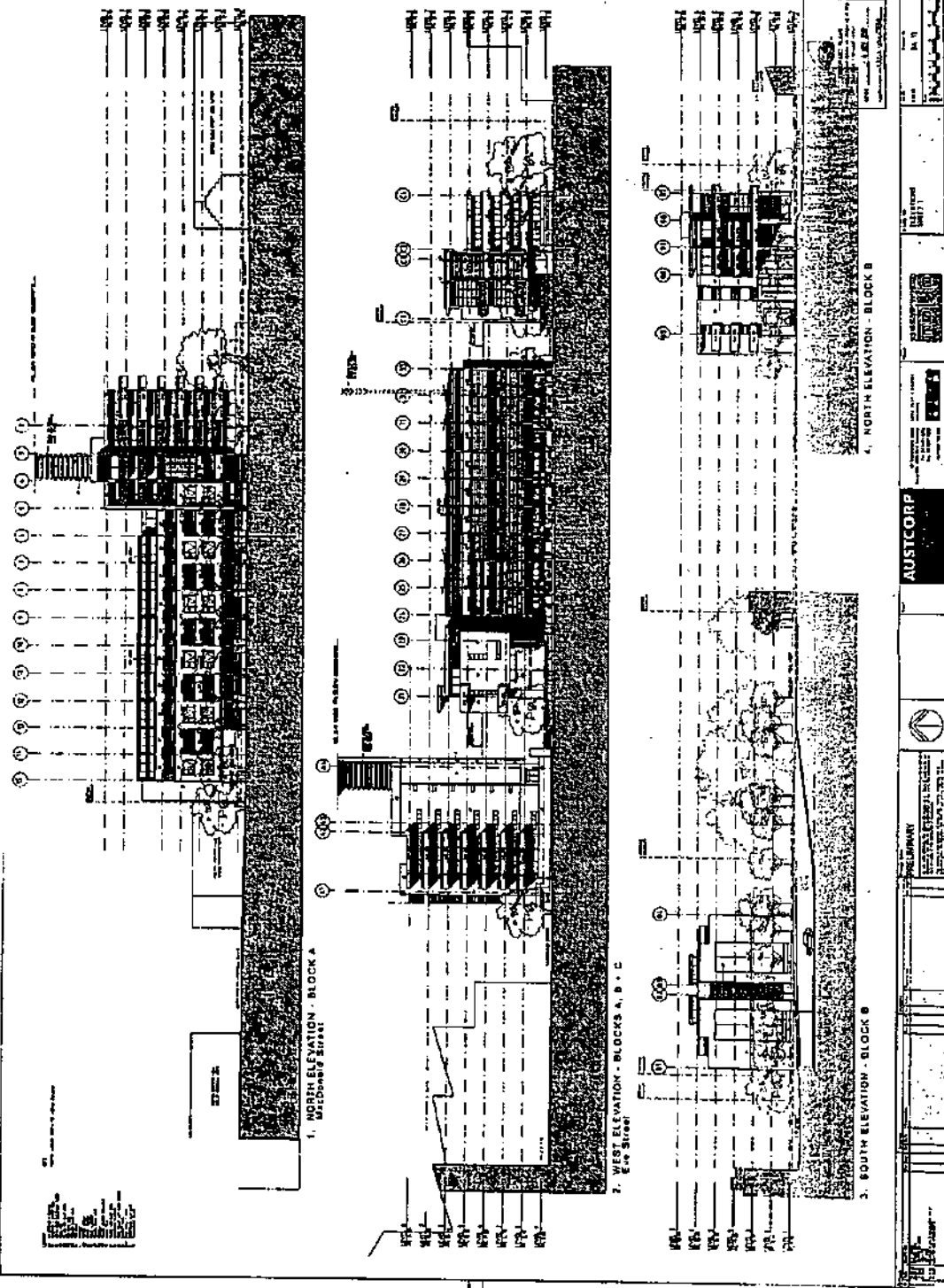
"MOTTO APARTMENTS"

CONSENTED TO

APPN. No

REGISTERED:

DATE:



SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012-SDC DWG



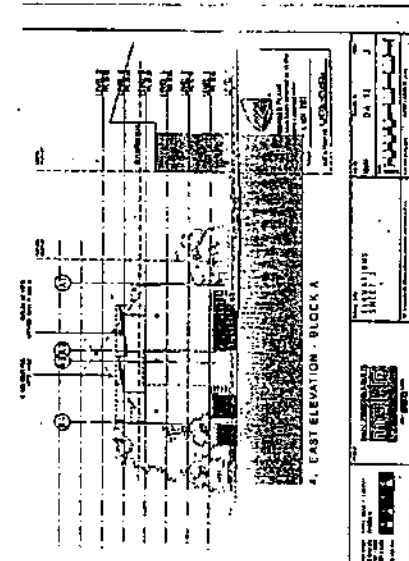
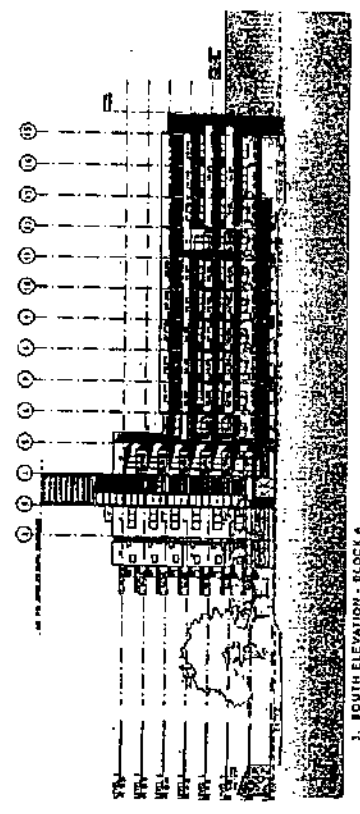
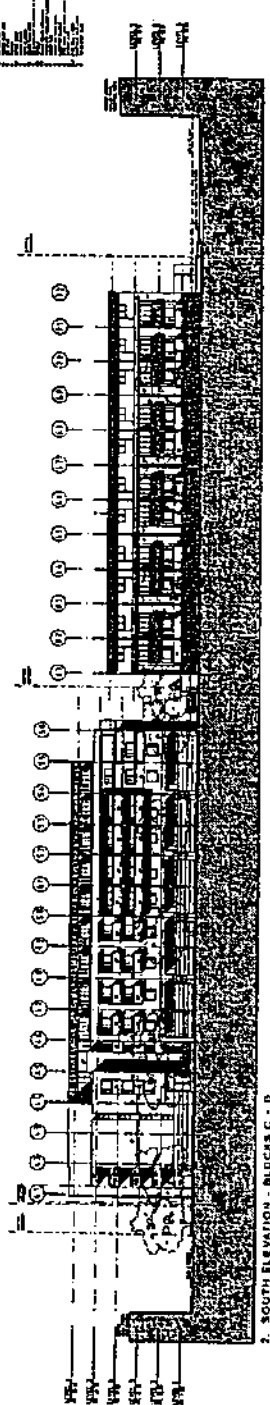
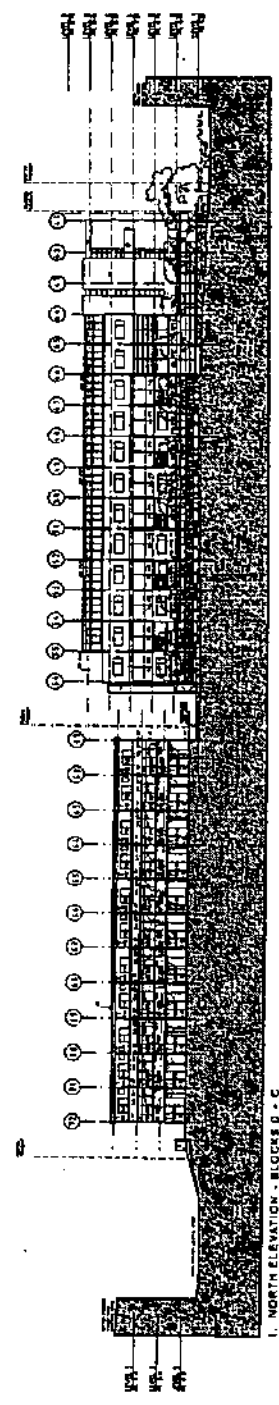
SP76137

Sheet No. 19 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

SIRATA DEVELOPMENT CONTRACT  
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE  
"MOTTO APARTMENTS"

CONSENTED TO  
APPN. No.  
REGISTERED:  
DATE:



AUSTCORP	
REGISTERED	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
DATE: [Date]	
SCALE: [Scale]	
PROJECT: [Project Name]	
SHEET: [Sheet Number]	
TOTAL SHEETS: [Total Sheets]	

SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012-SDC DWG

SP76137

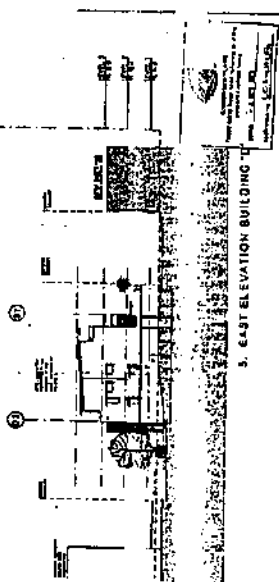
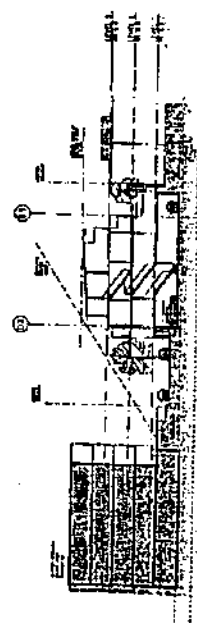
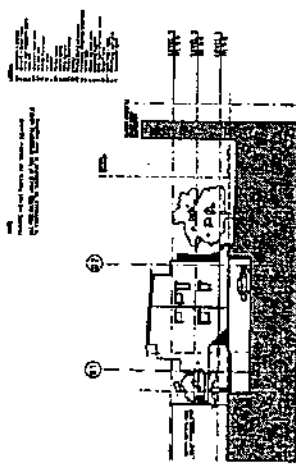
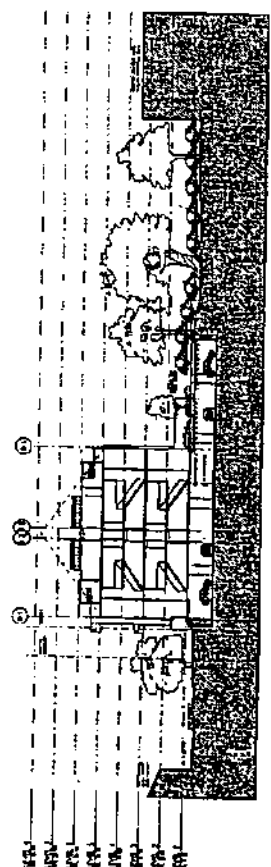
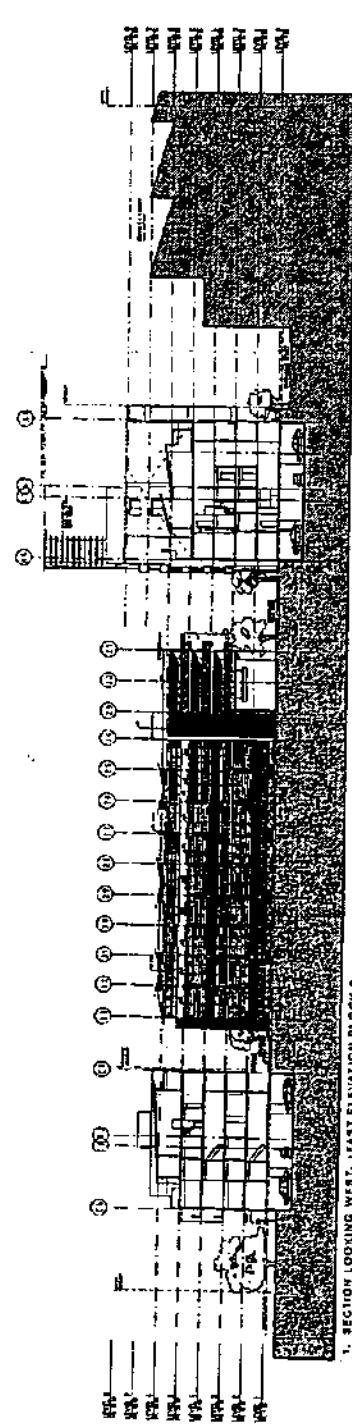
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PART 2

Sheet No 20 of 21 Sheets

SIRATA DEVELOPMENT CONTRACI  
PLAN OF LOT DP  
AT 2-14 EVE STREET,  
ERSKINEVILLE  
"MOTTO APARTMENTS"

CONSENTED TO  
APPN. No  
REGISTERED:  
DATE:



DA 13	SECTIONS	AUSTICORP	SECTION 1	SECTION 2	SECTION 3	SECTION 4	SECTION 5	SECTION 6	SECTION 7	SECTION 8	SECTION 9	SECTION 10	SECTION 11	SECTION 12	SECTION 13	SECTION 14	SECTION 15	SECTION 16	SECTION 17	SECTION 18	SECTION 19	SECTION 20
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SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012-SDC DWG

SP76137

Sheet No. 21 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

SIRATA DEVELOPMENT CONTRACI

PLAN OF LOT OP  
AT 2-14 EVE STREET,  
ERSKINEVILLE

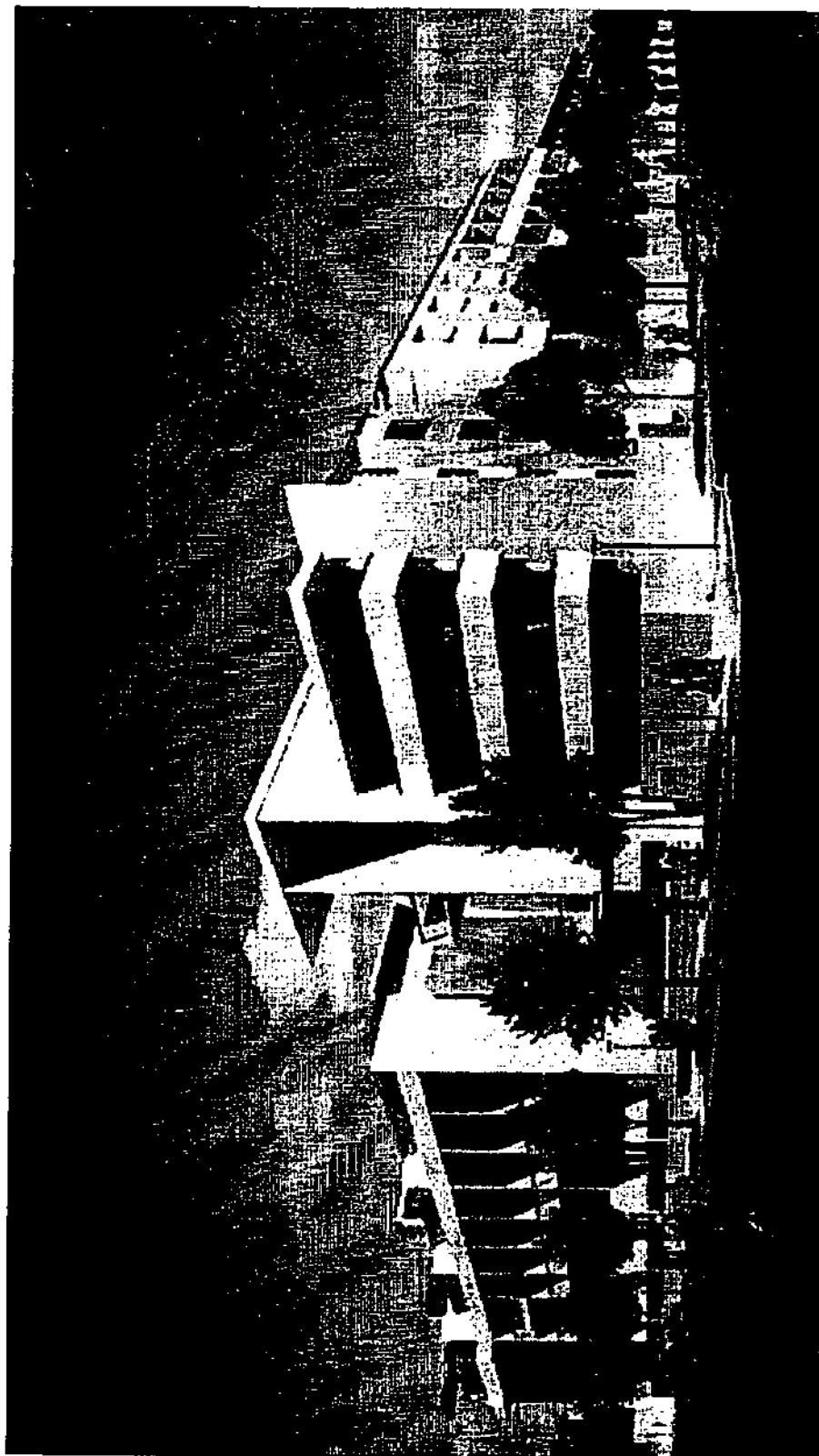
"MOTTO APARTMENTS"

CONSENTED TO

APPN. No

REGISTERED:

DATE:



MACDONALD

STREET

EVE STREET

S.P. 76137

LOCATION PLAN

B DENOTES A BALCONY  
C DENOTES A COURTYARD  
P DENOTES A PLANTER BOX

(A) RIGHT OF ACCESSWAY

(B) EASEMENT FOR DRAINAGE

(C) EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE

(D) EASEMENT FOR DRAINAGE

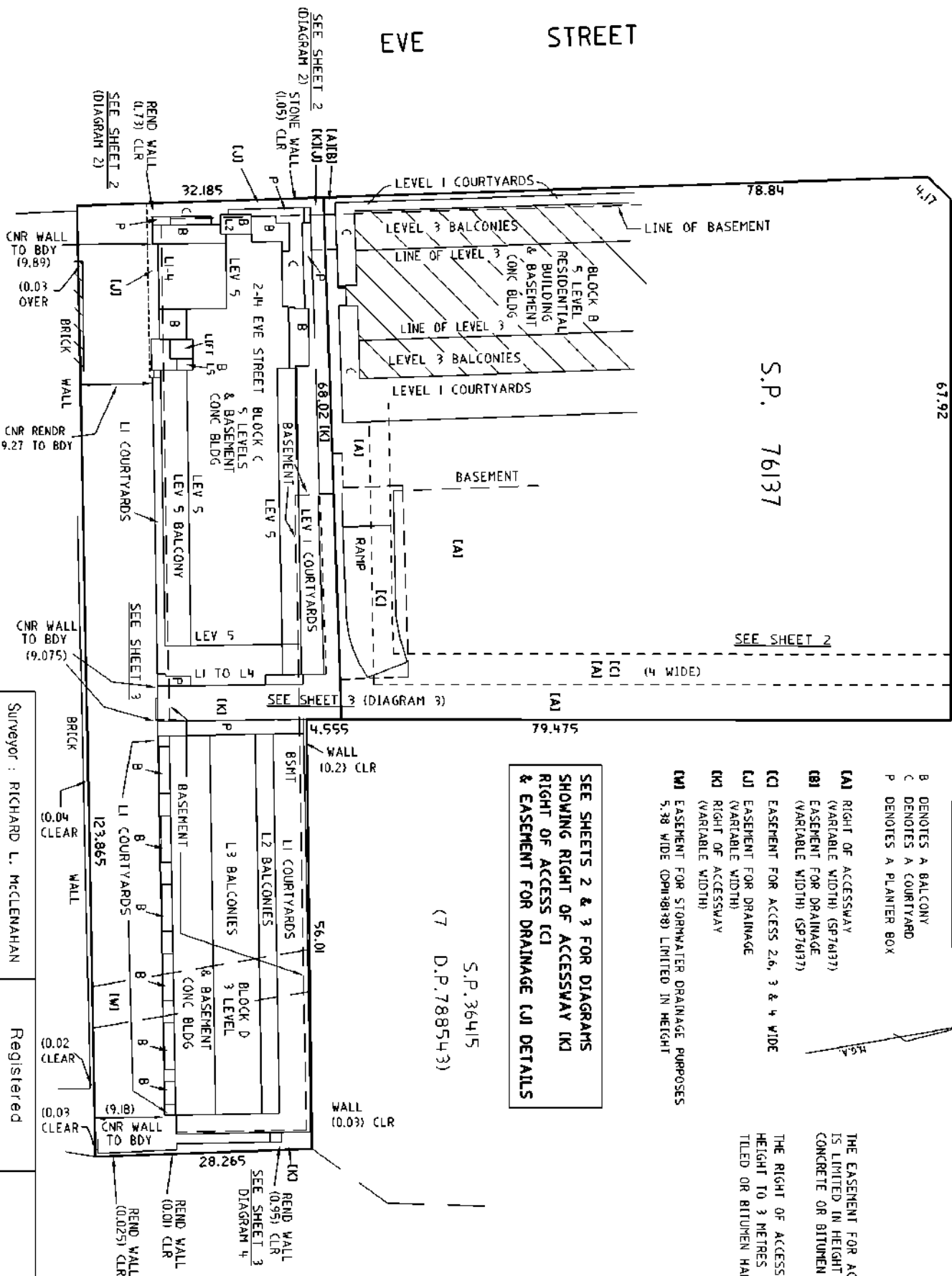
(E) EASEMENT FOR ACCESSWAY

(F) EASEMENT FOR STORMWATER DRAINAGE PURPOSES

SEE SHEETS 2 & 3 FOR DIAGRAMS  
SHOWING RIGHT OF ACCESSWAY (A)  
RIGHT OF ACCESS (C)  
& EASEMENT FOR DRAINAGE (D) DETAILS

S.P. 36415

(7 D.P. 788543)



100 D.P. 1091756  
(S.P. 73333)

Surveyor: RICHARD L. McCLENNAHAN  
Surveyor's Ref: 02012-IKSTAGE2-E  
Subdivision No: SC819  
Lengths are in metres. Reduction Ratio 1:500

Registered

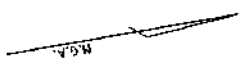


26.6.2009

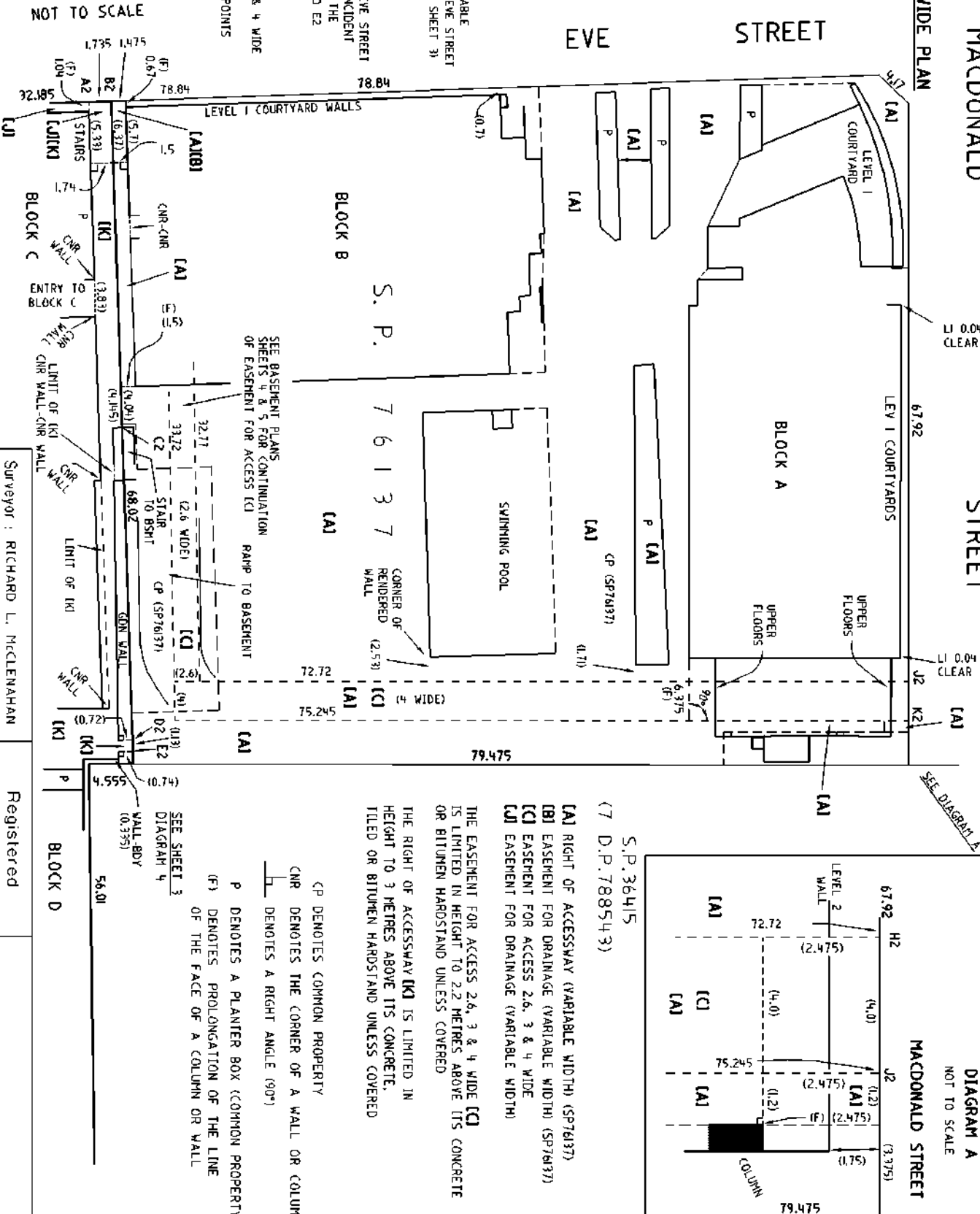
SP 82176

**RIGHT OF ACCESS 2.6, 3 & 4 WIDE PLANS**

(LEVEL 1)



EVE STREET



THE LIMIT OF THE EASEMENT FOR DRAINAGE (VARIABLE WIDTH) IS COINCIDENT WITH THE BOUNDARY OF EYE STREET BETWEEN THE POINTS A2 TO B2 TO L2 (SHOWN ON SHEET 3)

THE LIMIT OF THE RIGHT OF ACCESSARY (K) IS COINCIDENT WITH THE PROPERTY BOUNDARY & EYE STREET BOUNDARY BETWEEN POINTS A2 TO B2 AND IS COINCIDENT WITH THE BOUNDARY OF LOT 103 SP76197 BETWEEN THE POINTS B2 TO C2 AND BETWEEN THE POINTS D2 TO E2

THE LIMIT OF THE EASEMENT FOR ACCESS 2, 6, 3 & 4 WIDE  
IS COINCIDENT WITH THE PROPERTY BOUNDARY  
AND MACDONALD STREET BOUNDARY BETWEEN THE POINTS  
02 TO K2

SEE BASEMENT PLANS  
SHEETS 4 & 5 FOR CONTINUATION  
OF EASEMENT FOR ACCESS (C)

S.P.36415  
(7 D.P.788543)

[A] RIGHT OF ACCESSWAY (VARIABLE WIDTH) (SP76137)  
[B] EASEMENT FOR DRAINAGE (VARIABLE WIDTH) (SP76137)  
[C] EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE  
[D] EASEMENT FOR DRAINAGE (VARIABLE WIDTH)

THE EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE [C]  
IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE ITS CONCRETE  
OR BITUMEN HARDSTAND UNLESS COVERED

THE RIGHT OF ACCESSWAY [A] IS LIMITED IN  
HEIGHT TO 3 METRES ABOVE ITS CONCRETE,  
TILED OR BITUMEN HARDSTAND UNLESS COVERED

CP DENOTES COMMON PROPERTY  
CNR DENOTES THE CORNER OF A WALL OR COLUMN  
┐ DENOTES A RIGHT ANGLE (90°)

P DENOTES A PLANTER BOX (COMMON PROPERTY)  
(F) DENOTES PROLONGATION OF THE LINE  
OF THE FACE OF A COLUMN OR WALL

NOT TO SCALE

SEE SHEET 3  
DIAGRAM 3

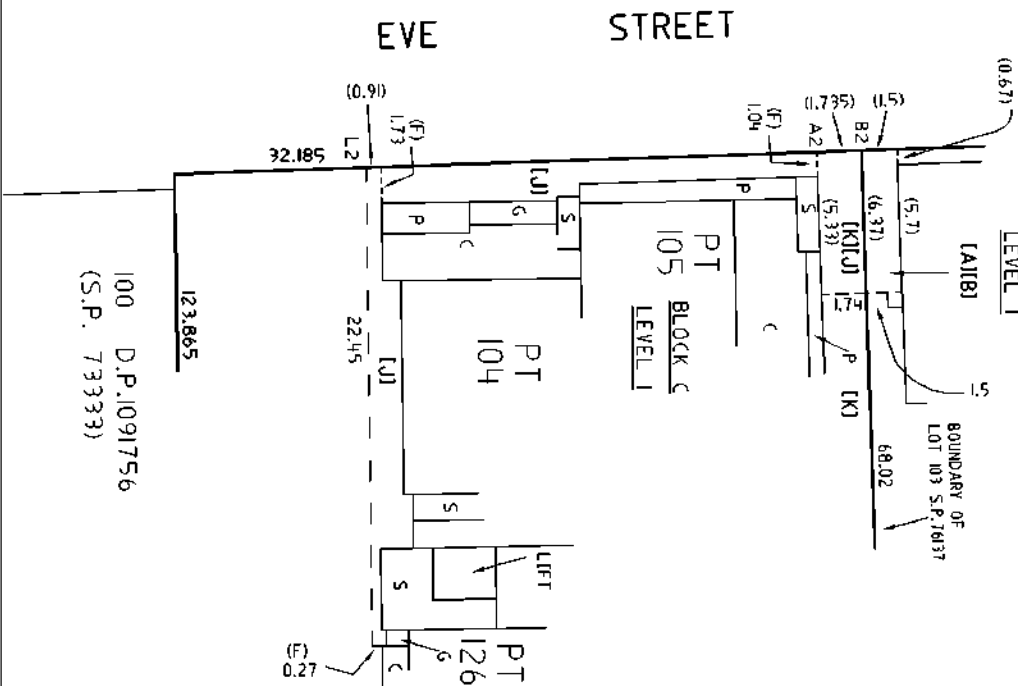
Surveyor : RICHARD L. McCLENNAN  
Surveyor's Ref : 02012-II(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres. Reduction Ratio 1 : 400

Registered

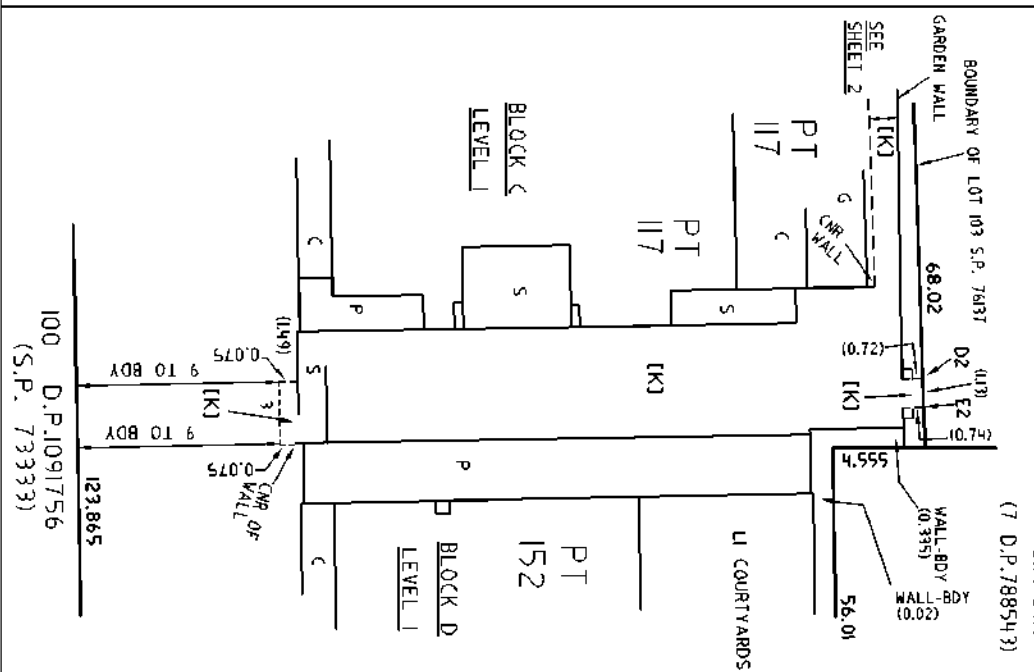
SP 82176

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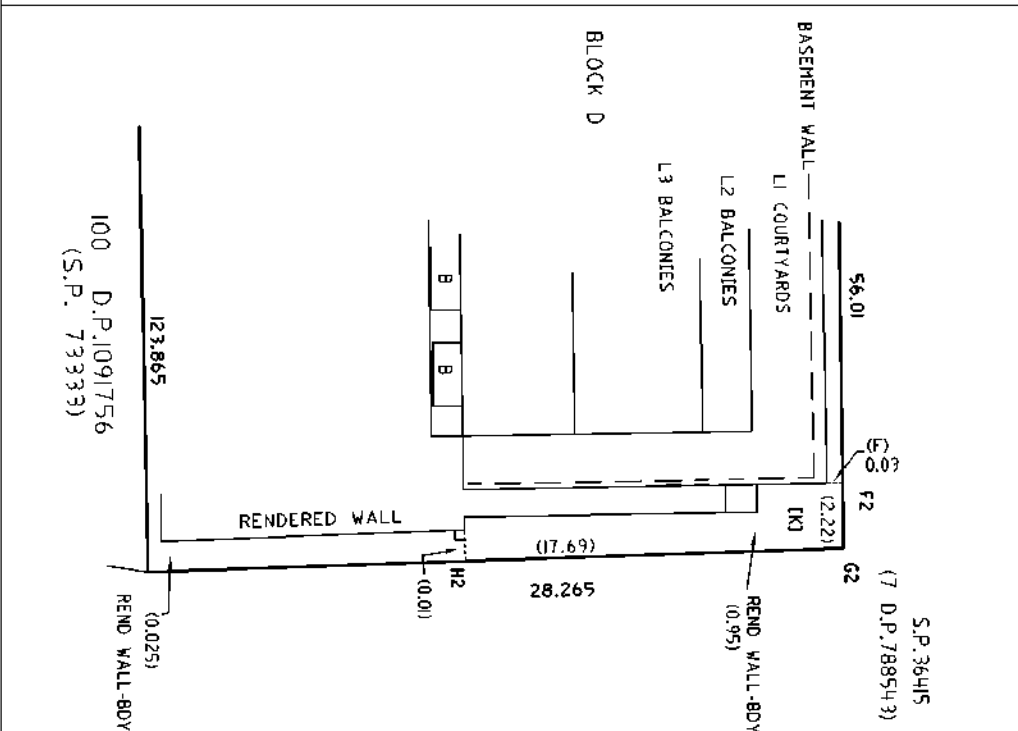
**DIAGRAM 2**  
NOT TO SCALE



**DIAGRAM 3**  
NOT TO SCALE



**DIAGRAM 4**  
NOT TO SCALE



THE LIMIT OF THE RIGHT OF ACCESSWAY (K) IS COINCIDENT WITH THE PROPERTY BOUNDARY & EVE STREET BOUNDARY BETWEEN POINTS A2 TO B2 AND IS COINCIDENT WITH THE BOUNDARY OF LOT 103 SPT6137 BETWEEN THE POINTS B2 TO C2 AND BETWEEN THE POINTS D2 TO E2 AND BETWEEN THE POINTS F2 TO G2 TO H2

THE LIMIT OF THE EASEMENT FOR DRAINAGE (VARIABLE WIDTH)(J) IS COINCIDENT WITH THE BOUNDARY OF EVE STREET BETWEEN THE POINTS A2 TO B2 TO L2

THE RIGHT OF ACCESSWAY (K) IS LIMITED IN HEIGHT TO 3 METRES ABOVE ITS CONCRETE, TILED OR BITUMEN HARSTAND UNLESS COVERED

- (A) RIGHT OF ACCESSWAY (VARIABLE WIDTH) (SPT6137)  
(B) EASEMENT FOR DRAINAGE (VARIABLE WIDTH) (SPT6137)  
(C) EASEMENT FOR DRAINAGE (VARIABLE WIDTH)  
(K) RIGHT OF ACCESSWAY (VARIABLE WIDTH)
- C DENOTES A COURTYARD  
G DENOTES A GARDEN BED  
P DENOTES A PLANTER BOX  
S DENOTES STAIRS

H DENOTES A RIGHT ANGLE (90°)  
(F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL

Registered

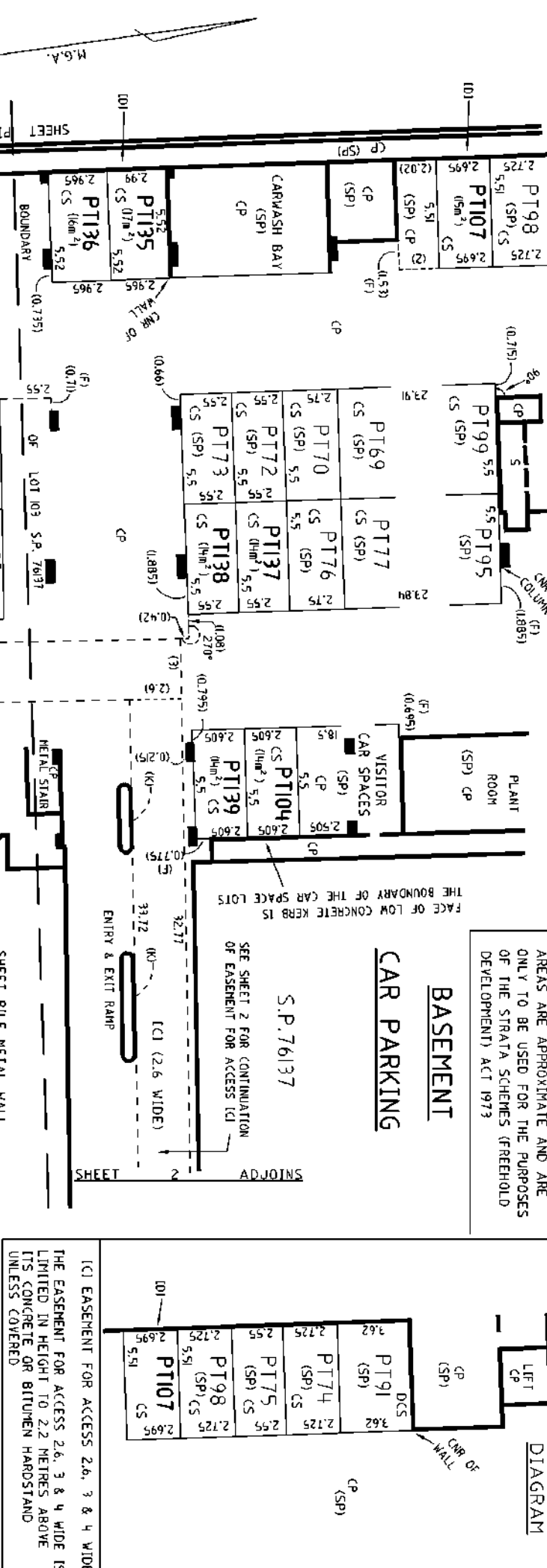


26.6.2009

SP 82176

Surveyor: RICHARD L. McCLENAHAN  
Surveyor's Ref: 02012-IKSTAGE2-E  
Subdivision No: SC819  
Lengths are in metres, Reduction Ratio 1:

SEE DIAGRAM 1



DIAGRAM

AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

**BASEMENT**

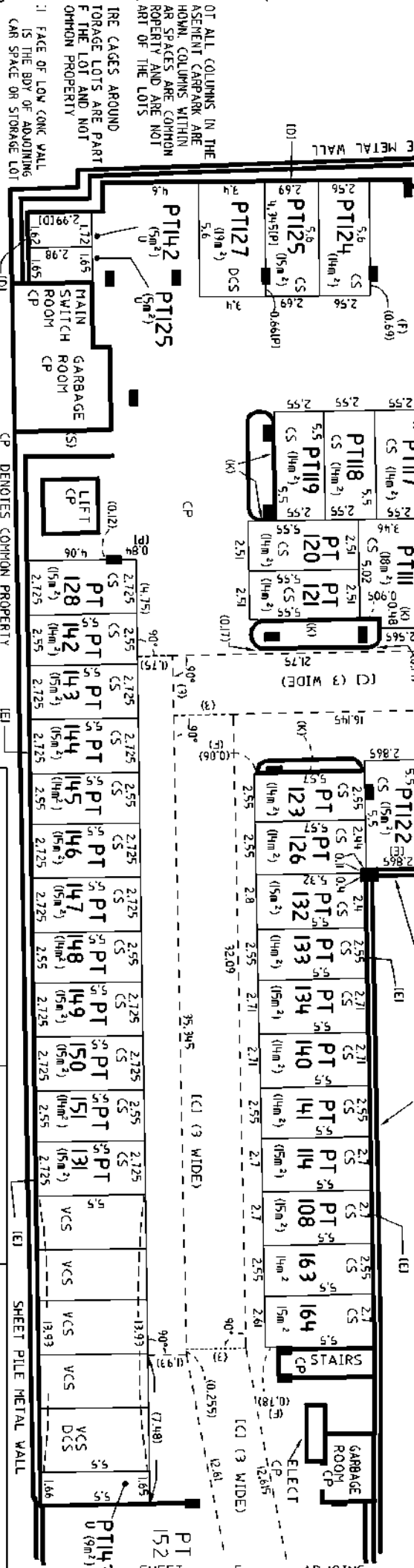
**CAR PARKING**

S.P. 76137

SEE SHEET 2 FOR CONTINUATION OF EASEMENT FOR ACCESS (CI)

ADJOINS

(CI) EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE THE EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE ITS CONCRETE OR BITUMEN HARSTAND UNLESS COVERED

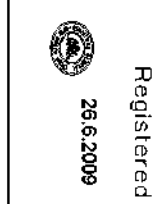


SHEET PILE METAL WALL

SP 82176

- (P) PROLONGATION OF CENTRELINE OF COLUMN
- (D) FACE OF LOW CONK KERB IS THE BOY OF ADJOINING CAR SPACE OR STORAGE LOT
- (VCS) DENOTES VISITOR CAR SPACE (COMMON PROPERTY)
- (S) DENOTES A COLUMN
- (SP) DENOTES A LINE ALONG THE FACE OF A COLUMN OF THE FACE OF A COLUMN OR WALL
- (U) DENOTES A STORAGE LOT
- (DCS) DENOTES A CAR SPACE
- (F) DENOTES DISABLED CAR SPACE
- (K) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN, WALL OR KERB
- (K) DENOTES THE FACE OF A CONCRETE ISLAND
- (S) DENOTES LOTS IN S.P. 76137
- (U) DENOTES STAIRS (COMMON PROPERTY)
- (EI) DENOTES COMMON PROPERTY

Surveyor : RICHARD L. McCLENNAN  
Surveyor's Ref : 02012-1KSTAGE2-E  
Subdivision No : SC819  
Lengths are in metres. Reduction Ratio 1 : 200

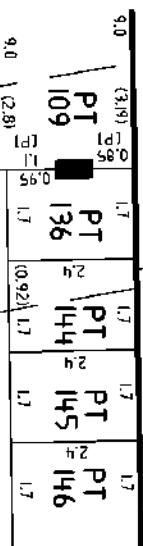


COMPUTER FILE: 02012-1KSTAGE2-G.DWG

DIAGRAM

NOT TO SCALE

AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973



SHEET PILE METAL WALL

SHEET PILE METAL WALL

SEE DIAGRAM

PT 136 PT 144 PT 145 PT 146 PT 147 PT 148 PT 149 PT 150 PT 151 PT 152 PT 153 PT 154 PT 155 PT 156 PT 157 PT 158 PT 159 PT 160 PT 161 PT 162

CS PT 114 CS PT 108 CS 163 CS 164

STAIRS CP STORE CP GABAGE ROOF CP

ELECT CP

PT 105 CS 2.51

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

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PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

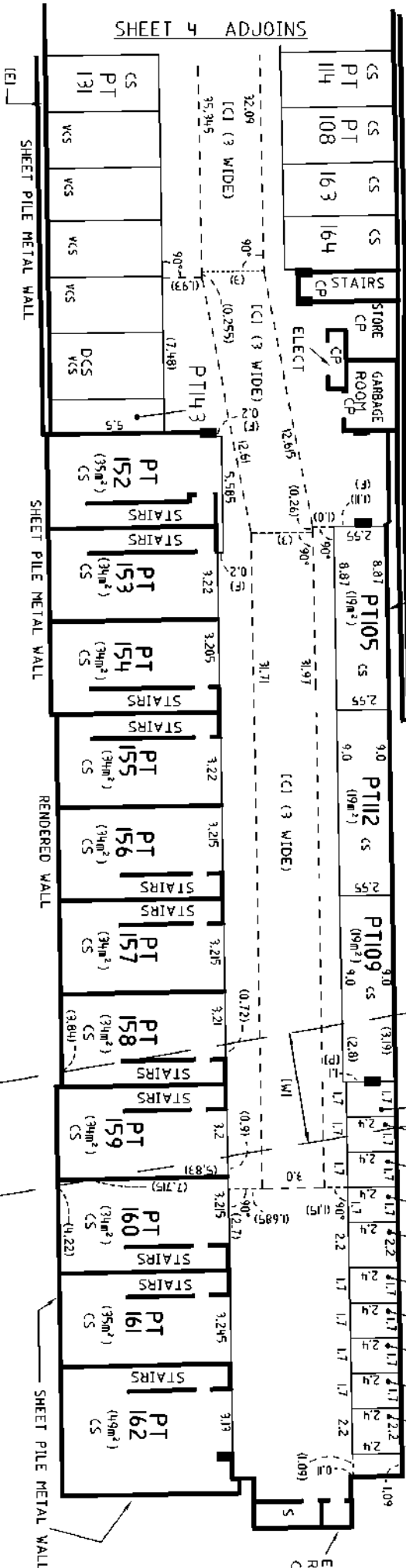
PT 109 CS 9.0

PT 112 CS 2.51

PT 109 CS 9.0

PT 112 CS 2.51

SHEET 4 ADJOINS



SHEET PILE METAL WALL

SHEET PILE METAL WALL

RENDERED WALL

SHEET PILE METAL WALL

NOT ALL COLUMNS IN THE BASEMENT CARPARK ARE SHOWN  
COLUMNS WITHIN CARSPACES ARE COMMON PROPERTY  
AND ARE NOT PART OF THAT LOT.

DOORS & DOOR MECHANISMS FOR CARSPACES  
152 TO 162 ARE PART OF THE LOT AND  
NOT COMMON PROPERTY

WIRE CAGES AROUND  
STORAGE LOTS ARE PART  
OF THE LOT AND NOT  
COMMON PROPERTY

- (C) EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE  
(D) FACE OF LOW CONCRETE KERB IS THE BOUNDARY  
OF THE ADJOINING CARSPACE OR UTILITY LOT  
(E) FACE OF LOW CONCRETE WALL IS THE BOUNDARY  
OF THE ADJOINING CAR SPACE OR UTILITY LOT  
(F) PRODUCTION OF THE CENTRELINE OF A COLUMN  
(G) EASEMENT FOR STORMWATER DRAINAGE PURPOSES  
5.38 WIDE (DPM38178) LIMITED IN HEIGHT

THE EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE IS  
LIMITED IN HEIGHT TO 2.2 METRES ABOVE  
ITS CONCRETE OR BITUMEN HARDSTAND  
UNLESS COVERED

BASEMENT  
CAR PARKING

- (SP) DENOTES LOTS IN S.P.76/37  
S DENOTES STAIRS (COMMON PROPERTY)  
VCS DENOTES VISITOR CAR SPACE (COMMON PROPERTY)

- CS DENOTES A COLUMN  
DENOTES A LINE ALONG THE FACE OF A COLUMN  
OF THE FACE OF A COLUMN OR WALL

- U DENOTES A STORAGE LOT  
CP DENOTES COMMON PROPERTY  
CS DENOTES A CAR SPACE  
DCS DENOTES DISABLED CAR SPACE

- (F) DENOTES PROLONGATION OF THE  
LINE OF THE FACE OF A  
COLUMN, WALL OR KERB

Surveyor: RICHARD L. MCCLENNAHAN  
Surveyor's Ref: 02012-11(STAGE2)-E  
Subdivision No: SC819  
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Registered



26.6.2009

SP 82176





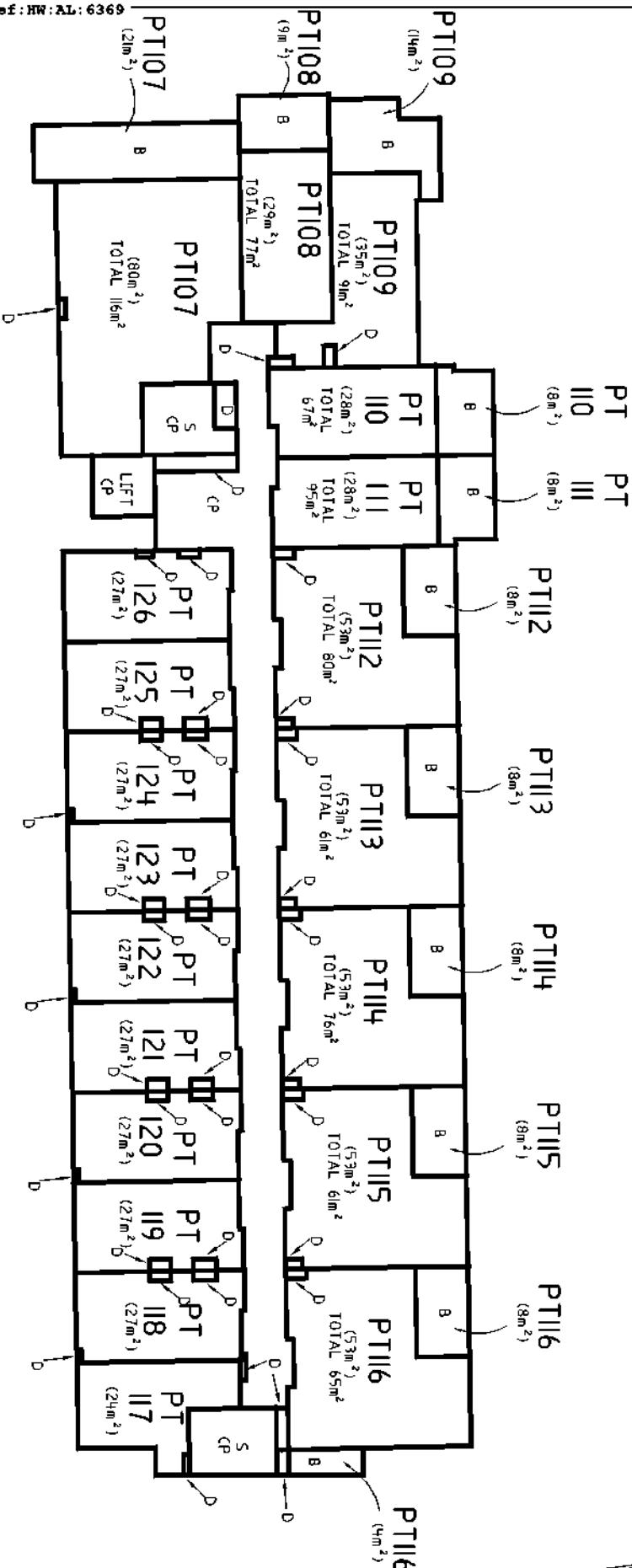
BLOCK D  
LEVEL 1

SP 82176

Surveyor: RICHARD L. McCLENNAHAN  
Surveyor's Ref: 02012-III-STAGE2-E  
Subdivision No: SC819  
Lengths are in metres. Reduction Ratio 1: 200



26.6.2009



BLOCK C  
LEVEL 2

BLOCK D  
LEVEL 2

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER CONCRETE  
SURFACE EXCEPT WHERE COVERED.

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE  
BALCONIES ARE COMMON PROPERTY  
IN BALCONIES TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

S DENOTES STAIRS  
D DENOTES A DUCT OR SERVICE CUPBOARD  
(COMMON PROPERTY)  
B DENOTES BALCONY  
CP DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

Surveyor : RICHARD L. MCLENAHAN  
Surveyor's Ref : 02012-II(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres. Reduction Ratio 1 : 200

Registered



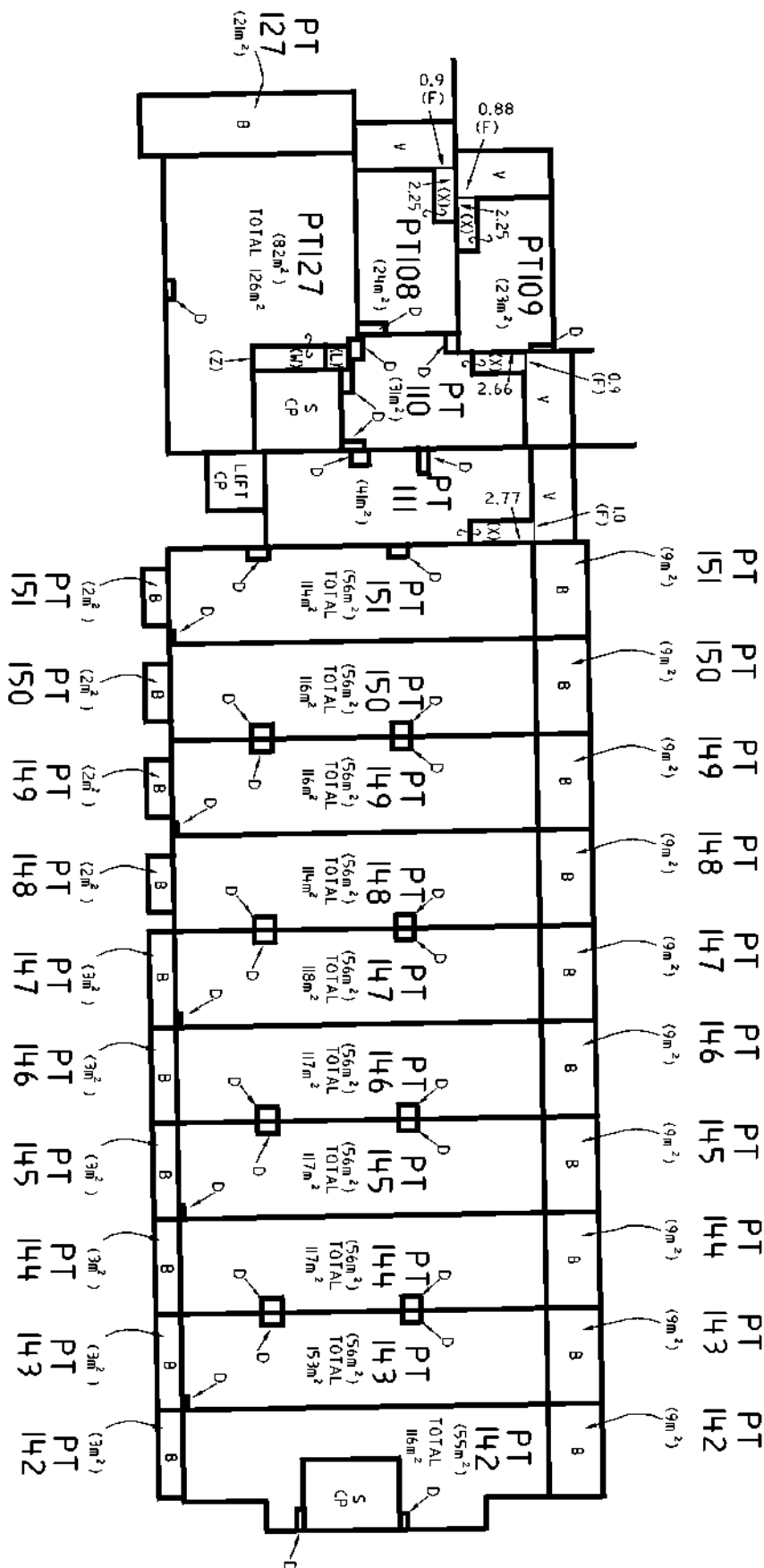
26.6.2009

SP 82176

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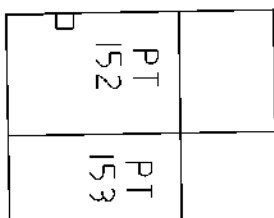
Table of mm

COMPUTER FILE: 02012-II(STAGE2)-G.DWG



**BLOCK C**  
**LEVEL 3**

**BLOCK D**  
**LEVEL 3**



THE UPPER STRATUM OF AREA (W) IS  
DEFINED BY THE PROLONGATION  
OF THE UPPER SURFACE OF THE  
LEVEL 4 LANDING (L)

THE LOWER STRATUM OF AREA (X)  
IS DEFINED BY THE PROLONGATION  
OF THE UPPER SURFACE OF THE  
LOT FLOOR

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER CONCRETE  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

(2) LINE OF LEVEL 4 WALL ABOVE

(L) TOP OF STAIR LANDING

ON LEVEL 4 (NOT INCLUDED

IN LEVEL 3 AREA)

V DENOTES A VOID

S DENOTES STAIRS

D DENOTES A DUCT OR SERVICE CURBOARD

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

(F) DENOTES THE PROLONGATION OF

THE FACE OF A WALL OR COLUMN

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE  
BALCONIES ARE COMMON PROPERTY

IN BALCONIES TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

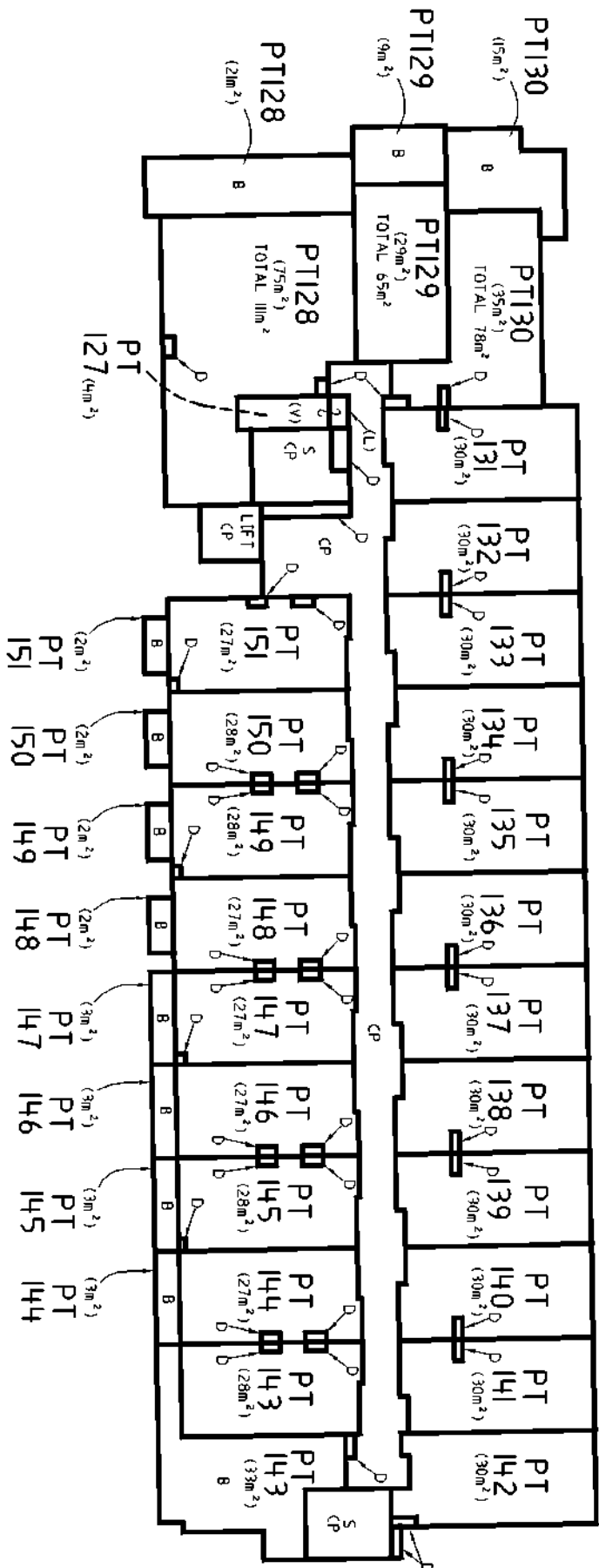
Surveyor : RICHARD L. MCKLENAHAN  
Surveyor's Ref : 02012-II(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres Reduction Ratio 1 : 200

Registered



26.6.2009

SP 82176



THE LOWER STRATUM OF AREA (V)  
OF LOT 127 IS DEFINED BY THE  
PROLONGATION OF THE UPPER  
SURFACE OF THE LANDING (L)

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER CONCRETE  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

## BLOCK C LEVEL 4

(L) LANDING AT TOP OF STAIRS

S DENOTES STAIRS

D DENOTES A DUCT OR SERVICE CUPBOARD  
(COMMON PROPERTY)

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE  
BALCONIES ARE COMMON PROPERTY

IN BALCONIES, TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

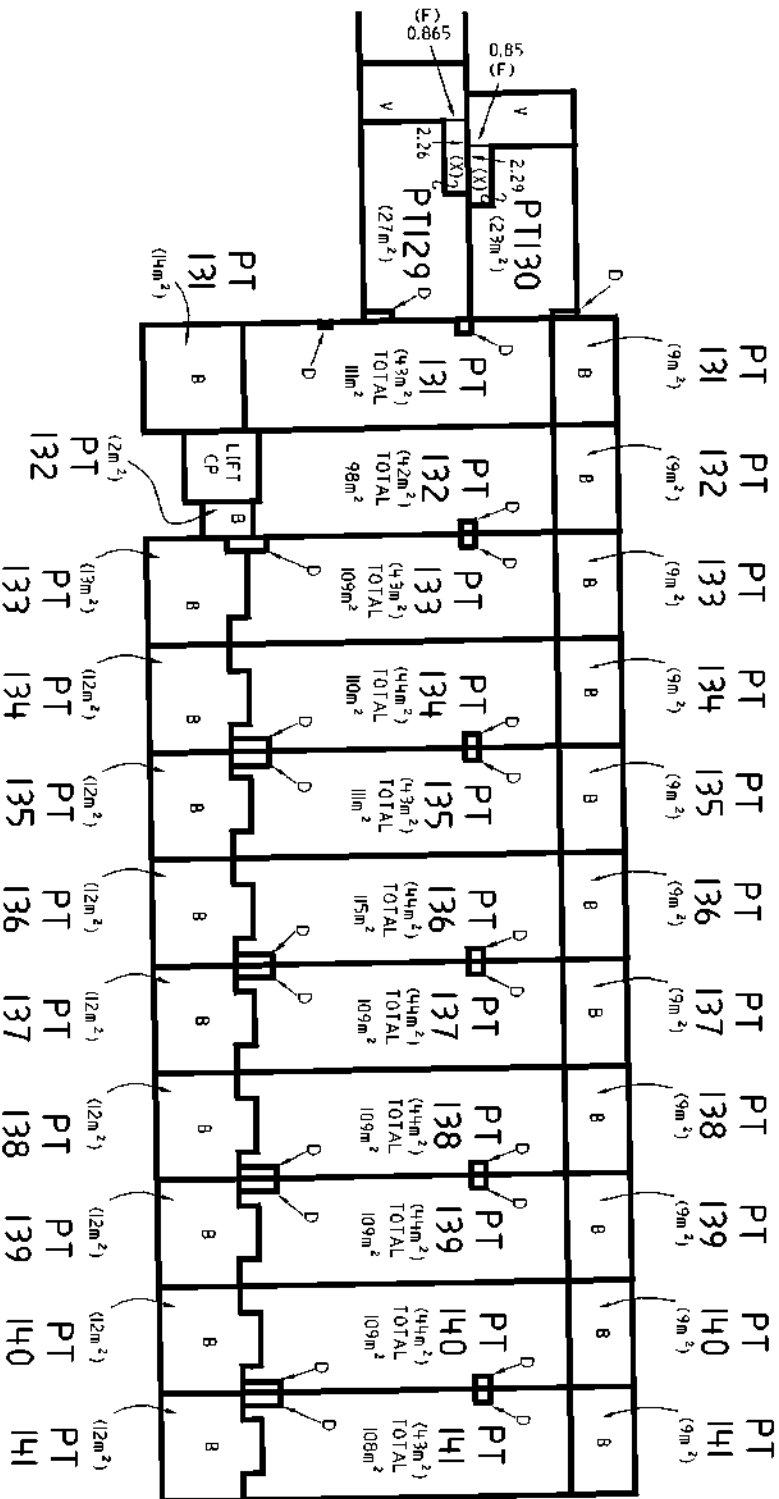
Surveyor : RICHARD L. McCLENAHAN  
Surveyor's Ref : 02012-11K(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres. Reduction Ratio 1 : 200



26.6.2009

Registered

SP 82176



THE LOWER STRATUM OF AREA (X)  
IS DEFINED BY THE PROLONGATION  
OF THE UPPER SURFACE OF THE ADJOINING  
LOT FLOOR

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER CONCRETE  
SURFACE EXCEPT WHERE COVERED.

V DENOTES A VOID

D DENOTES A DUCT OR SERVICE (UPBOARD  
(COMMON PROPERTY))

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

(F) DENOTES THE PROLONGATION OF  
THE FACE OF A WALL OR COLUMN

## BLOCK C LEVEL 5

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE  
BALCONIES ARE COMMON PROPERTY

IN BALCONIES TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

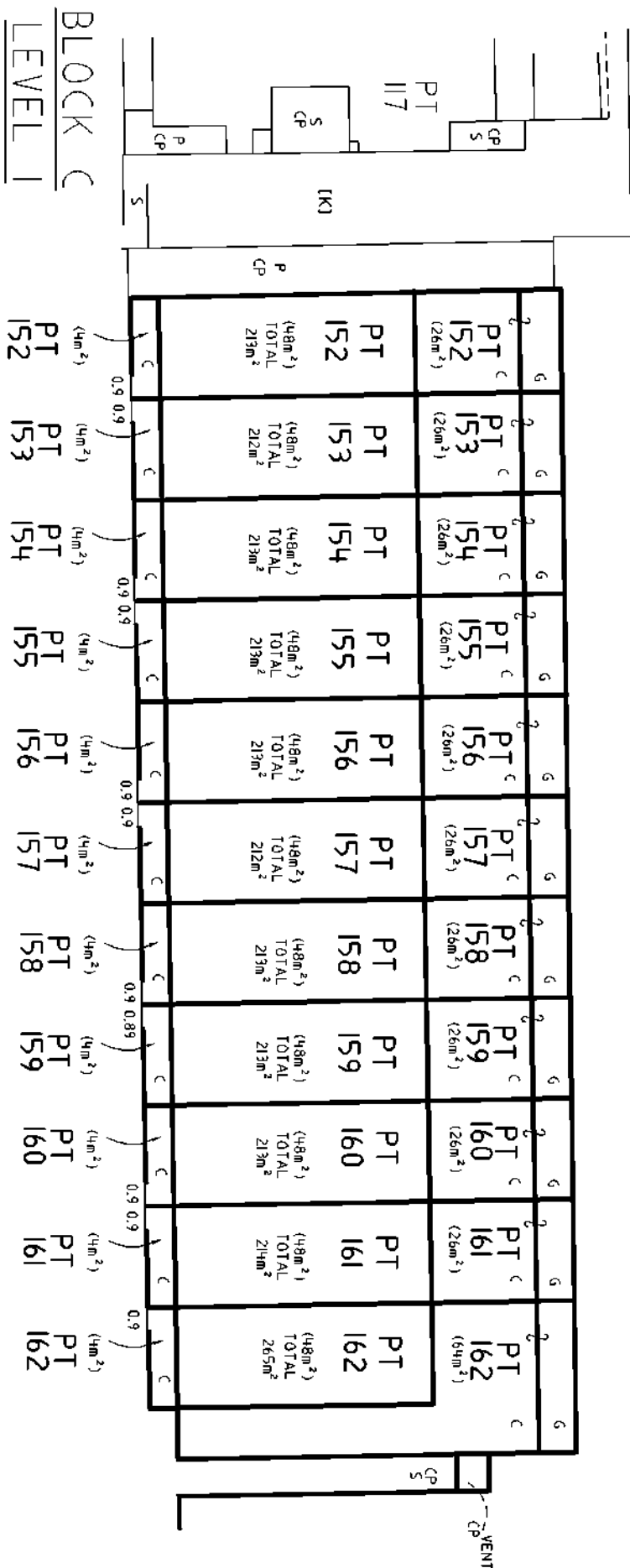
Surveyor : RICHARD L. McCLENAHAN  
Surveyor's Ref : 02012-IK(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres Reduction Ratio 1 : 200

Registered



26.6.2009

SP 82176



BLOCK C  
LEVEL 1

(K) RIGHT OF ACCESSWAY VARIABLE WIDTH  
(SEE SHEETS 2 & 3)

AREAS UNDER THE STAIRS IN COURTYARDS  
(4m<sup>2</sup>) ARE COMMON PROPERTY AND NOT  
PART OF THE LOT

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973

BLOCK D  
LEVEL 1

C DENOTES A COURTYARD  
CP DENOTES COMMON PROPERTY

G DENOTES A GARDEN BED  
P DENOTES A PLANTER BOX (COMMON PROPERTY)  
S DENOTES STAIRS

ALL TIMBER (INFILL PANELS AND GATES TO  
COURTYARDS ARE COMMON PROPERTY  
ALL FIXED AND MOVABLE METAL SUMSHADES ABOVE  
COURTYARDS ARE COMMON PROPERTY  
IN COURTYARDS & GARDEN BEDS TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

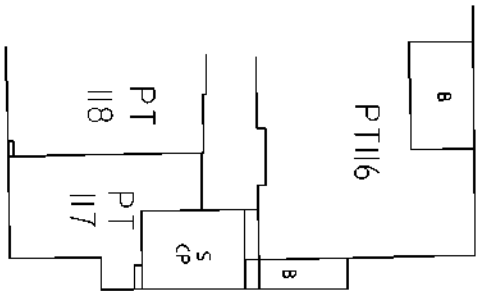
COURTYARDS FOR LOTS 152 TO 162  
ARE LIMITED IN HEIGHT FROM 2.5 BELOW  
TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT  
FLOOR SLAB OF THEIR RESPECTIVE UNITS EXCEPT  
WHERE COVERED OR PAVED IN CONCRETE  
OR OTHERWISE LIMITED IN DEPTH TO THE UPPER  
SURFACE OF THE BASEMENT CARPARK ROOF SLAB

Surveyor : RICHARD L. MCLENAHAN  
Surveyor's Ref : 02012-II(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres Reduction Ratio 1 : 200



Registered  
26.6.2009

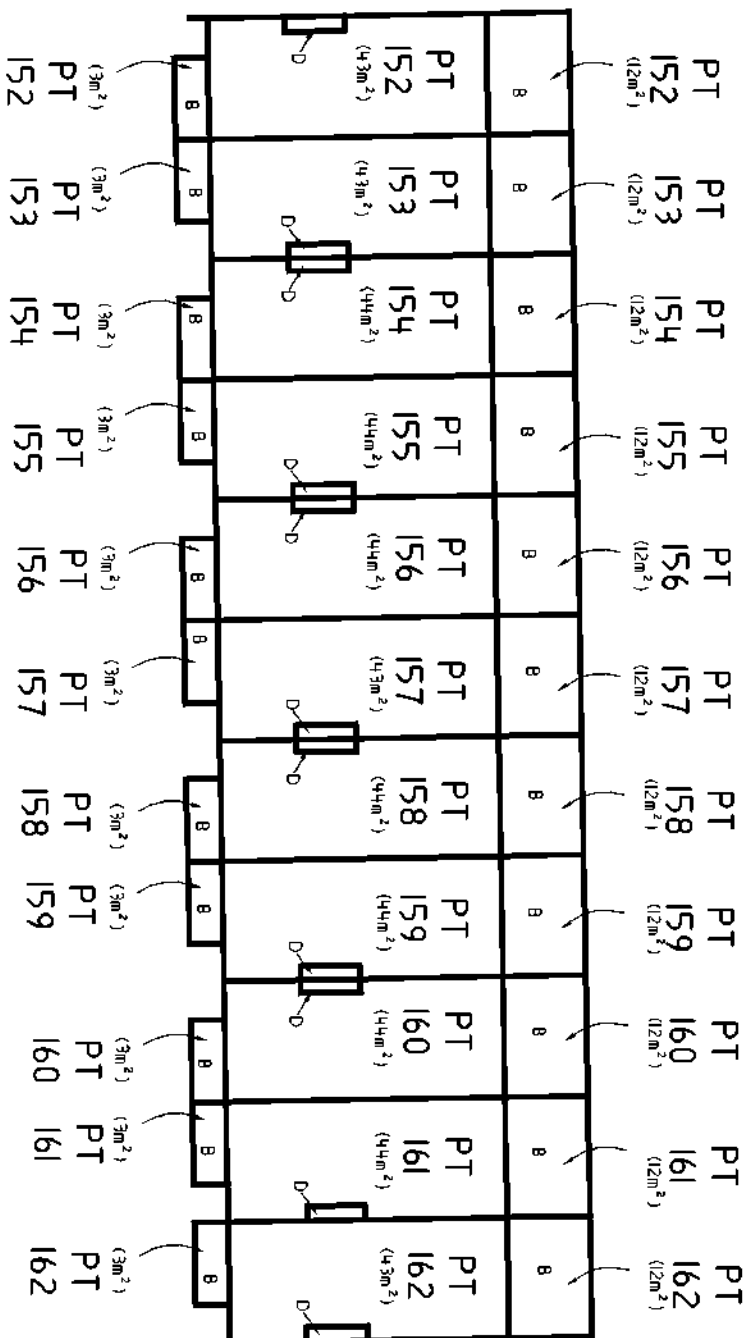
SP 82176



BLOCK C  
LEVEL 2

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER CONCRETE  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREHOLD  
DEVELOPMENT) ACT 1973



BLOCK D  
LEVEL 2

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE  
BALCONIES ARE COMMON PROPERTY  
IN BALCONIES TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

D DENOTES A DUCT - COMMON PROPERTY  
B DENOTES BALCONY

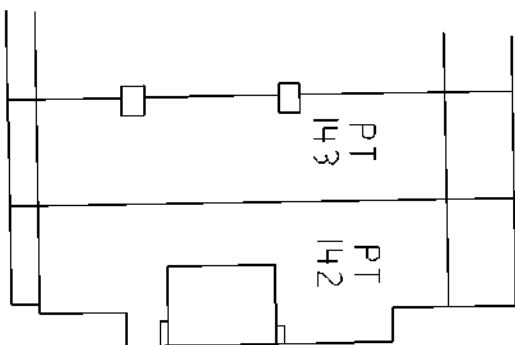
Surveyor : RICHARD L. McCLENAHAN  
Surveyor's Ref : 02012-II(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres. Reduction Ratio 1 : 200

Registered



26.6.2009

SP 82176



PT 152 (14m <sup>2</sup> )	PT 153 (14m <sup>2</sup> )	PT 154 (14m <sup>2</sup> )	PT 155 (14m <sup>2</sup> )	PT 156 (14m <sup>2</sup> )	PT 157 (14m <sup>2</sup> )	PT 158 (14m <sup>2</sup> )	PT 159 (14m <sup>2</sup> )	PT 160 (14m <sup>2</sup> )	PT 161 (14m <sup>2</sup> )	PT 162 (14m <sup>2</sup> )
PT 152 (28m <sup>2</sup> )	PT 153 (28m <sup>2</sup> )	PT 154 (28m <sup>2</sup> )	PT 155 (28m <sup>2</sup> )	PT 156 (28m <sup>2</sup> )	PT 157 (28m <sup>2</sup> )	PT 158 (28m <sup>2</sup> )	PT 159 (28m <sup>2</sup> )	PT 160 (28m <sup>2</sup> )	PT 161 (28m <sup>2</sup> )	PT 162 (28m <sup>2</sup> )

M.G.A.

BLOCK C  
LEVEL 3

THE UPPER STRATUM OF THE BALCONIES  
EXTENDS TO 3 ABOVE THEIR UPPER CONCRETE  
SURFACE EXCEPT WHERE COVERED.

AREAS ARE APPROXIMATE AND ARE  
ONLY TO BE USED FOR THE PURPOSES  
OF THE STRATA SCHEMES (FREEDHOLD  
DEVELOPMENT) ACT 1973

D DENOTES A DUCT - COMMON PROPERTY  
B DENOTES BALCONY

BLOCK D  
LEVEL 3

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE  
BALCONIES ARE COMMON PROPERTY  
IN BALCONIES TIMBER DECKING, PLANTINGS,  
LANDSCAPING MATERIALS AND FLOOR TILES ARE PART OF THE  
LOT & NOT COMMON PROPERTY

Surveyor : RICHARD L. McCLENNAHAN  
Surveyor's Ref : 02012-II(STAGE2)-E  
Subdivision No : SC819  
Lengths are in metres. Reduction Ratio 1 : 200

Registered  
26.6.2009



SP 82176



STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheets

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

The Owners – Strata Plan No 76137

~~"MOTTO APARTMENTS"~~

~~2-14 EVE STREET~~

~~ERSKINEVILLE NSW 2043~~  
NSW

φ

SP82176

Registered:  26.6.2009

Purpose: STRATA PLAN OF SUBDIVISION

PLAN OF SUBDIVISION OF LOT 103 S.P.76137  
AND EASEMENTS WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137 φ

~~\*(insert type being adopted) Model by-laws adopted for this scheme~~

~~\*Keeping of animals: Option A/D/G~~

~~\*Schedule of By-laws in \_\_\_\_\_ sheets filed with plan~~ φ

~~\*No By-laws apply~~

\* strike out whichever is inapplicable

Strata Certificate

\* Name of ~~Council~~ Accredited Certifier: GORDON WREN  
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) 163 & 164  
.....(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: 15 April 2009

Subdivision No. SC B19

Accreditation No. BPB 0447

Relevant Development Consent No. DU/2002/1094

Issued by: SYDNEY CITY COUNCIL

  
Authorised Person / General Manager / Accredited Certifier

\* Complete or delete if applicable.

LGA: φ ~~CITY OF SYDNEY~~

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Surveyor's Certificate

I, RICHARD LAWRENCE McCLENAHAN  
BRUNSKILL McCLENAHAN & ASSOCIATES Pty Ltd  
of SUITE 22, 1-3 HAVILAH STREET, CHATSWOOD

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

- (1) each applicable requirement of  
\*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
~~\*Schedule 1A to the Strata Schemes (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: 6 APRIL 2009

\* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 02012-11(STAGE 2)-E

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

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheets

PLAN OF SUBDIVISION OF LOT 103 S.P.76137  
AND EASEMENTS WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137

SP82176

Registered:  26.6.2009

Strata Certificate Details: Subdivision No: SC819

Date: 15 April 2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT	LOT No	UNIT ENTITLEMENT
104	645	122	728	140	661	158	1057
105	517	123	721	141	669	159	1057
106	451	124	712	142	758	160	1057
107	716	125	723	143	789	161	1057
108	505	126	682	144	752	162	1133
109	541	127	704	145	752	163	48
110	430	128	724	146	752	164	48
111	610	129	477	147	750		
112	506	130	520	148	744		
113	477	131	595	149	736		
114	537	132	552	150	716		
115	492	133	622	151	703		
116	501	134	634	152	1091		
117	716	135	646	153	1057		
118	728	136	665	154	1057		
119	728	137	657	155	1057		
120	728	138	661	156	1057		
121	728	139	661	157	1057		
						TOTAL	42,855

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 (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE [C]
2. EASEMENT FOR DRAINAGE (VARIABLE WIDTH) [J]
3. RIGHT OF ACCESSWAY (VARIABLE WIDTH) [K]
4. POSITIVE COVENANT

SURVEYOR'S REFERENCE: 02012-11(STAGE 2)-E

\* OFFICE USE ONLY

AMENDMENT BY RICHARD MCCLENNAN 12.6.09

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

PLAN OF SUBDIVISION OF LOT 103 S.P.76137  
AND EASEMENTS WITHIN LOT 103 S.P.76137  
AND COMMON PROPERTY IN S.P.76137

SP82176

Registered:



26.6.2009

Strata Certificate Details: Subdivision No: SC819

Date: 15 April 2009

SIGNED for and on behalf of  
MOTTO APARTMENTS PTY LIMITED  
ACN 093 763 547 on

2005

in accordance with s.127 Corporations Act:

*Trevor Chappell*

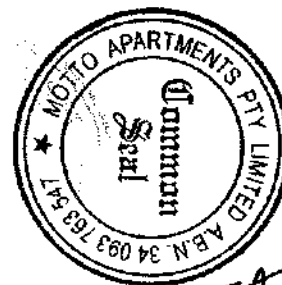
Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

TREVOR DAVID CHAPPELL

Name of authorised person  
(Please print)



Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

EDGAR YAN KAI HUNG

Name of authorised person  
(Please print)

~~SIGNED for and on behalf of  
BOS INTERNATIONAL (AUSTRALIA)  
LIMITED ABN 23 066 601 250 on~~

~~2005~~

~~in accordance with s.127 Corporations Act:~~

~~Signature of authorised person~~

~~Office held (Director or Secretary)~~

~~Name of authorised person  
(Please print)~~

~~Signature of authorised person~~

~~Office held (Director or Secretary)~~

~~Name of authorised person  
(Please print)~~

SURVEYOR'S REFERENCE: 02012-11(STAGE 2)-E

\* OFFICE USE ONLY

AMENDMENT BY RICHARD MCCLENNAN 12.6.09

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

PLAN OF SUBDIVISION OF LOT 103 S.P.76137  
AND EASEMENTS WITHIN ~~LOT 103 S.P.76137~~  $\phi$   
AND COMMON PROPERTY IN S.P.76137

SP82176

Registered:



26.6.2009

Strata Certificate Details: Subdivision No: SC 819

Date: 15 April 2009

Executed on behalf of BOS International  
(Australia) Limited ABN 23 064 601 250 by its  
attorney under power of attorney registered book  
4467 no. 52 in the presence of:

Witness  
  
Attorney

SAMANTHA SHEPHERD

PAUL KAMAN

Print Name

Print Name

Signed for and on behalf of  
AUSTCORP CAPITAL LIMITED  
(70 109 917 517)  
IN ACCORDANCE WITH 8.127  
CORPORATIONS ACT:

Signature of Authorised Person  
DIRECTOR

EDGAR YAN KAI HUNG

Signature of Authorised Person  
DIRECTOR

TREVOR DAVID CHAPPELL

SURVEYOR'S REFERENCE: 02012-11(STAGE 2)-E

\* OFFICE USE ONLY

APPENDMENT BY RICHARD McLENNAN 12.6.09

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 1 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No SC 819 of 15 April 2009

**Full name and address  
of the owner of the land**

Motto Apartments Pty Ltd  
Level 10 Building B  
207 Pacific Highway  
ST LEONARDS NSW 2065  
ACN 093 763 547

**PART 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement, profit 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) or Prescribed Authorities
1	Easement for Access 2.6, 3 & 4 wide [C]	Common Property	Sydney Water Corporation
2	Easement for Drainage (variable width) [J]	Common Property	The Council of the City of Sydney
3	Right of Accessway (variable width) [K]	Common Property	The Council of the City of Sydney
4	Positive Covenant	Common Property	The Council of the City of Sydney

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 2 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No SC 819 of 15 April 2004

**PART 2 (Terms)**

**1. TERMS OF EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE [C] NUMBERED 1 IN THE  
PLAN**

**1.1. SYDNEY WATER RIGHTS**

Sydney Water shall have the following rights:

- 1.1.1 to enter the land for the purpose of accessing the drainage works ("the works");
- 1.1.2 to enter, go, return, pass and repass into the land and along the Vehicular Accessway with or without vehicles, plant and equipment at any hour of the day or night for the purposes of accessing the works, and to remain in the land for so long as is reasonably necessary, for any of the purposes related to the works;
- 1.1.3 to bring, place and use within the land, or remove from the land, such plant, machinery, tools, implements, materials, articles and things as Sydney Water thinks fit, for any of the purposes set out herein
- 1.1.4 generally to exercise and perform in the land any of the rights, powers and authorities conferred on or vested in Sydney Water pursuant to the Sydney Water Act 1994 as amended, or any Act in replacement or substitution thereof and any Regulations or Order made under the Act

**1.2. SYDNEY WATER LIABILITY**

- 1.2.1 Sydney Water will not bear any risk or responsibility nor be liable for any damage to property (real or personal) or injury (including death) to persons resulting from any break or damage to, or failure or defective state of the works, or leak, overflow or escape of substances from the works, unless Sydney Water has been negligent.
- 1.2.2 Sydney Water will not, in the absence of any negligence on its part, at any time bear any risk of or responsibility for, the construction, operation, existence, use, removal, maintenance or replacement of the Stormwater Drainage System and the Vehicular Accessway.

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 3 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No ~~SC8A~~ of 15 April 2009

**PART 2 (continued)**

**1.3. OBLIGATIONS OF THE REGISTERED PROPRIETOR**

- 1.3.1 The registered proprietor WILL NOT use the land or permit the land to be used in any way that would restrict or prevent Sydney Water, from gaining access to the works at any time for the purposes of exercising the rights herein
- 1.3.2 The registered proprietor WILL NOT, without prior written approval of Sydney Water and in strict compliance with such conditions as Sydney Water may impose, erect, construct, place, modify or renew or allow to be erected, constructed, placed, modified or renewed, any structure within the easement area (other than the existing roller shutter door near the bottom of the basement car park ramp).

For the purpose of this Easement:

**"Vehicular Accessway"** means the bitumen or concrete driveway surface within the site of the Easement

The Persons or Authority empowered to release, vary or modify this easement is the Sydney Water Corporation

**2. TERMS OF EASEMENT FOR DRAINAGE (VARIABLE WIDTH) [J]  
NUMBERED 2 IN THE PLAN**

- 2.1 The grantor grants the body having the benefit of this easement the right, to allow in the event of flooding (including 100 ARI flood levels) the drainage of water (accumulated naturally and temporarily detained) to and from the site of the easement marked "[J]" on the plan.
- 2.2 The grantor covenants:
- a) to indemnify the Council in respect of any claims for loss or damage made against the Council being claims for loss or damage arising as a consequence of any inundation or action by stormwater within the burdened area, being the part of the lot designated and marked "[J]" on the Plan; and

  
.....  
Council's Authorised Person

211.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 4 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No ~~SL819~~ of 15 April 2004

**PART 2 (continued)**

- b) to keep in force with an insurance company licensed to trade in Australia in the name of the grantor noting the name of the Council, a public liability insurance policy to cover the burdened area for an amount of not less than ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a certificate of currency of the policy within one (1) month of the renewal date of the policy.

- 2.3 The Authority having the right to release, vary or modify this Easement for Drainage is the Council of the City of Sydney.

**3. TERMS OF RIGHT OF ACCESSWAY (VARIABLE WIDTH) [K] NUMBERED 3 IN THE PLAN**

- 3.1 The grantor grants the grantees and authorised users the right to pass and repass over the easement site, shown [K] on the plan, for the purpose of passing through the burdened area:

- a) by foot, or
- b) by foot with bicycles (wheeled) not ridden, or
- c) using wheelchairs,

but otherwise without vehicles and without animals (other than guide dogs).

- 3.2 When they exercise their rights under this easement, the grantees and authorised users must cause as little inconvenience as is practicable to the grantor and any occupier of the lot burdened.

- 3.3 The grantor covenants:

- a) to indemnify the Council in respect of any claims for loss or damage made against the Council being claims for loss or damage arising as a consequence of any activity within the burdened area, being the part of the lot designated as a through-site-link and marked "[K]" on the Plan; and
- b) to keep in force with an Insurance Company licensed to trade in Australia in the name of the grantor noting the name of the Council, a Public liability Insurance policy to cover the burdened area for an amount of not less than Ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a Certificate of Currency of the Policy within one (1) month of the renewal date of the policy.

  
.....  
Council's Authorised Person

2.11



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

e-plan

Lengths are in metres

Sheet 5 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No SC819 of 15 April 2009

**PART 2 (continued)**

- c) to keep the burdened area marked "[K]" on the plan clean and free from litter, rubbish, silt and debris; and
- d) to maintain and repair at the sole expense of the grantor the whole of the burdened area so that it functions in a safe and efficient manner.

3.4 The Authority having the right to release, vary or modify this Right of Accessway is the Council of the City of Sydney.

**4. TERMS OF POSITIVE COVENANT NUMBERED 4 IN THE PLAN**

4.1 The registered proprietor will:

- a) permit storm water runoff to be temporarily detained by the stormwater detention system;
- b) at all times keep the stormwater detention system clean and free of silt, rubbish and debris;
- c) maintain, renew and repair the whole or part of the stormwater detention system so that it functions at all times in a safe and efficient manner;
- d) keep and continue to possess a specification of procedures for the purpose of maintaining the stormwater detention system to provide for such things as inspection of the stormwater detention system every six months and after storms, clearing blockage, replacing geo-fabrics periodically and other necessary maintenance;
- e) install and maintain private connections in the surrounding streets for the sole purpose of discharging storm water ("Private Connections");
- f) for the purpose of ensuring observance of the covenant, Council and its authorised officers may at any reasonable time of the day and upon giving at least two days notice to the registered proprietor (but at any time without notice in case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the stormwater detention system;

  
.....  
Council's Authorised Person

21

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 6 of 10 sheets

e-plan

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No ~~819~~ of *15 April 2009*

**PART 2 (continued)**

- g) by written notice Council may require the registered proprietor to attend to any matter and to carry out such work within such time as Council may require to ensure the proper and efficient performance of the stormwater detention system and to this extent section 88F(2)(a) of the Act is agreed to be amended accordingly.
- h) pursuant to section 88F(2) of the Act, if the registered proprietor fails to comply with the terms of any written notice issued by Council under Clause 4.1(g), Council or its authorised officers may enter the land with all necessary equipment and carry out any work which council in its discretion considers reasonable to comply with the notice. In carrying out any work under the clause 4.1(h), the Council must:
  - i) cause as little inconvenience as is practicable to the registered proprietor and occupier of the lot burdened;
  - ii) repair damage which causes to the zone of influence of any Private Connection;
  - iii) take all reasonable precautions to ensure that the lot burdened is disturbed as little as possible.

If necessary, the Council may recover from the registered proprietor, in a court of competent jurisdiction, any expense reasonably incurred in exercising its rights under this clause and lodge a charge over the land in accordance with clause 88F(4) of the Act.

- i) If the lot burdened is a strata scheme, or is subdivided to become a strata scheme, the burden of this covenant attaches to the common property for the strata scheme and not the lots within that strata scheme.
- j) For the purposes of clause 4.1(e), the registered proprietor:
  - i. acknowledges that if trade wastes are discharged through any Private Connection, Council is entitled to immediately disconnect the Private Connection at the registered proprietor's expense.
  - ii. releases the Council from, and indemnifies the Council against any claim or liability to any person whatsoever for the death of or injury to or loss or damage to property of any person upon the zone of influence of any Private Connection including any death, injury, loss or damage arising out of or in the course of or caused by:

  
.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 7 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No ~~SC 819~~ of 15 April 2009

**PART 2 (continued)**

- I. the construction or the existence of the Private Connection beneath the Council's footpath or road, or
- II. connection of the Private Connection to the Council's drainage system in the street; or
- III. any failure of the stormwater detention system or private Connection; or
- IV. a breach of this covenant by the registered proprietor; or
- V. any inadequacy or failure of the Council's stormwater drainage system; or
- VI. the overburdening of Council's stormwater drainage system by drainage from the Private Connection.

**4.2 The registered proprietor will not:**

- a) do any act, matter or thing which would prevent the stormwater detention system from operating in an efficient manner.
- b) make any alterations or additions to the stormwater detention system to allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the stormwater detention system without the prior written consent of the Council; and
- c) this covenant shall bind all persons who claim under the registered proprietors and stipulated in section 88E(5) of the Act; and
- d) Council is the authority empowered to release, vary or modify this Positive Covenant.

For the purpose of this covenant:

**"Council"** means the Applicant being the City of the City of Sydney and any successor body.

**"Property"** means property known as "Motto Apartments" 2-14 Eve Street, Erskineville being the land in Folio Identifier CP/SP76137 and includes each and every stage and any subdivision of the property.

.....  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 8 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No ~~SC 319~~ of ~~15 April 2009~~

**PART 2 (continued)**

**"Stormwater detention system"** means the stormwater detention tanks or above ground detention storage areas and includes all associated items (including but not limited to all ancillary drains, pits, grates, tanks, chambers and basins):

**"Council's stormwater drainage system"** means a gully pit or underground stormwater pipe or a manhole.

- 3.3 The Authority having the right to release, vary or modify this Positive Covenant is the Council of the City of Sydney.

  
.....  
Council's Authorised Person

21

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

e-plan  
Sheet 9 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No ~~SC 81~~ of 15



**SIGNED** for and on behalf of  
**MOTTO APARTMENTS PTY LIMITED ACN**  
**093 763 547 on**

2005  
in accordance with s.127 Corporations Act:

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

DIRECTOR  
\_\_\_\_\_  
Office held (Director or Secretary)

**TREVOR DAVID CHAPPELL**

\_\_\_\_\_  
Name of authorised person  
(Please print)

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

DIRECTOR  
\_\_\_\_\_  
Office held (Director or Secretary)

**EDGAR VAN KAI HUNG**

\_\_\_\_\_  
Name of authorised person  
(Please print)

**SIGNED** for and on behalf of  
**BOS INTERNATIONAL (AUSTRALIA)**  
**LIMITED ABN 23 066 601 250 on**

2005  
in accordance with s.127 Corporations Act:

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

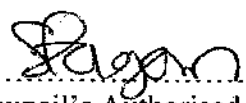
\_\_\_\_\_  
Office held (Director or Secretary)

\_\_\_\_\_  
Name of authorised person  
(Please print)

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

\_\_\_\_\_  
Office held (Director or Secretary)

\_\_\_\_\_  
Name of authorised person  
(Please print)

  
\_\_\_\_\_  
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND  
SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

e-plan

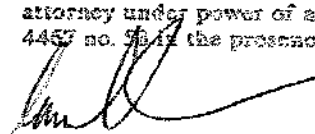
Lengths are in metres

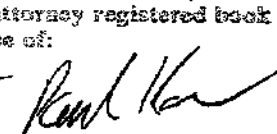
Sheet 10 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF  
LOT 103 S.P.76137 AND EASEMENTS  
WITHIN ~~LOT 103 S.P.76137 AND~~  
COMMON PROPERTY IN S.P.76137  
Covered by Strata Certificate  
No SC319 of 15 April 2009.

Executed on behalf of BOS International  
(Australia) Limited ABN 23 066 601 230 by its  
attorney under power of attorney registered book  
4457 no. 98 in the presence of:

  
Witness

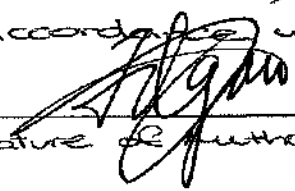
  
Attorney

**SAMANTHA SHEPHERD**

Print Name

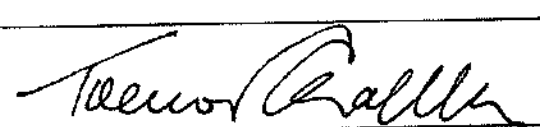
  
Print Name

Signed for and on behalf of  
AUTOCORP CAPITAL LIMITED  
(70109 917 517)  
in accordance with S.127

  
Signature of Authorised Person

DIRECTOR

**EDGAR YAN KAI HUNG**

  
Signature of Authorised Person


DIRECTOR

**TREVOR DAVID CHAPPELL**

REGISTERED



26.6.2009

  
Council's Authorised Person

ZKH

DP1091358

Registered  
Title System  
Purpose  
SUBDIVISION  
Ref Map  
ROLL PLAN 11#  
Last Plan  
DP788542, DP947041

PLAN OF SUBDIVISION OF  
LOT 102 D.P. 788542 AND  
LOT 1 D.P. 947041 AND  
ROAD WIDENING

Lengths are in metres. Reduction Ratio 1:500

LGA SYDNEY  
Locality ERSKINEVILLE  
Parish PETERSHAM  
County CUMBERLAND

This is sheet 1 of my plan in 2 sheets  
(Delete if applicable)

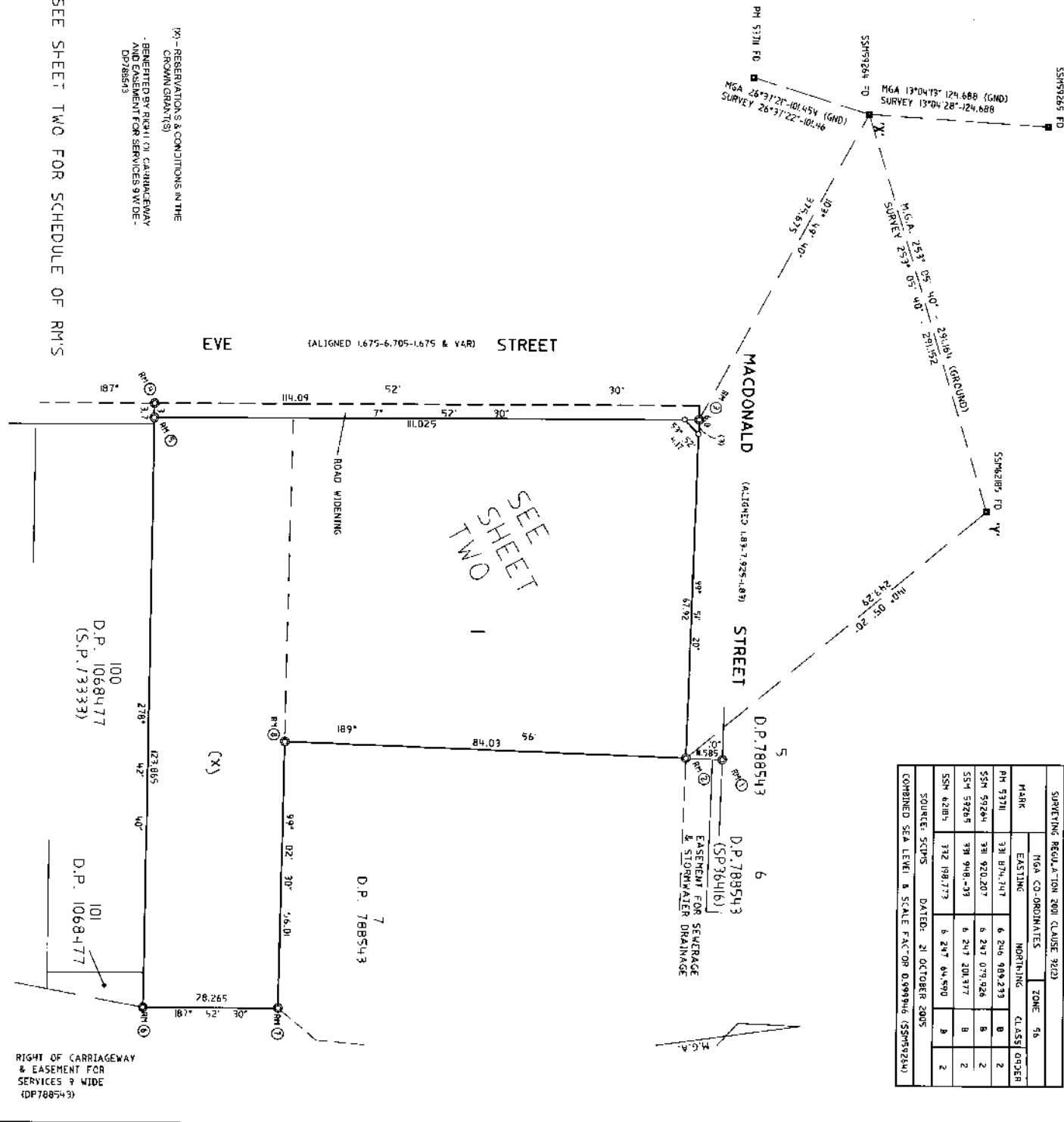
I, RICHARD LAWRENCE MCLEHARRAN, of BRINSKILL MCLEHARRAN & ASSOCIATES PTY. LTD., SUITE 22/13 HAYMAH STREET, CHATSWOOD, a company registered under the Companies Act 2006, do hereby certify that the survey represented in this plan is accurate, true and was completed on 14 NOVEMBER 2005. The survey relates to LOT 1 & 102, D.P. 788542, and was conducted in accordance with the Survey Regulations 2001 and the Survey Act 1980. I am a duly qualified and sworn in the State of New South Wales as a Surveyor under the Survey Act, 2002.

Plans used in preparation of survey/compensation:  
DP218246 DP83545-  
DP218246 DP107879  
DP218246 DP107879  
DP218246 DP107879  
DP218246 DP107879  
DP218246 DP107879

PAYEE FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage easements, easements, restrictions on the use of land or positive covenants.  
IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS ROAD

SURVEYING REGULATION 2001 CLAUSE 3(2)			
MARK	MGA CO-ORDINATES	ZONE	56
PM 53711	331 874,247	6 246 988,233	B 2
SSM 59264	348 920,207	6 247 079,924	B 2
SSM 59265	348 948,433	6 247 204,977	B 2
SSM 62105	332 198,773	6 247 64,990	B 2

SOURCE SCHEMS	DATE: 21 OCTOBER 2005
COMBINED SEA LEVEL & SCALE FACTOR DP599346 (SSM59264)	



Department of Lands Approved  
Subdivision Certificate  
I hereby certify that the provisions of a 1994 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.  
Date: 11/2006  
Signature: [Signature]  
Official: [Signature]  
Subdivision Certificate no: 1/2006  
Date of endorsement: 4 January 2006  
Consent Authority: Sydney City Council  
Authorised Person/Source: [Signature]  
FPA no: 3/2005/94  
Note: This plan is to be signed electronically in Land and Property Information System (LPI) or in an electronic or digital format approved by the Registrar-General.  
SUPERVISOR'S REFERENCE: 02012-13

Office of the Registrar-General / Sro: TRISearch / Ref: HW:AL: 6369  
Doc: DP 1091358 P / Rev: 30-Jan-2006 / NSW LRS / Pgs: ALL / Prit: 09-Jan-2004 09:00 / Seq: 1 of 2  
R734960

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1091358

Registered 30.01.2006 \*

This is sheet 2 of my plan in 2 sheets  
dated 17 NOVEMBER 2005

*Signature*  
Stamp: registered under the Stamp Act 2002

This is sheet 2 of the plan of 2 sheets  
dated 17 NOVEMBER 2005  
Stamp: Office of the Registrar-General

Approved (Stamp) Stamp: Stamp/Registered Certificate  
(For use where space is insufficient) in my plan on this  
form 2

MARK NO	TYPE	BEARING	DISTANCE	ORIGIN
RM 1	DRAW IN FACE OF BK WALL FD	89° 56'	0.03	DP 219400
RM 2	DRAW PL ON KB	185° 59'	9.82	PLACED
RM 3	DRAW PL ON KB	209° 23'	9.55	PLACED
RM 4	DRAW PL ON KB	170° 49'	10.98	PLACED
RM 5	DRAW PL ON KB	97° 28'	11.45	PLACED
RM 6	DRAW PL ON KB	54° 1'	0.715	DP 788542 NOW GONE
RM 7	DRAW PL ON KB	99° 02'	4.59	PLACED
RM 8	DRAW PL ON KB	98° 28'	11.35	PLACED
RM 9	CUT IN CUR WALL FD	95° 42'	0.72	DP 788542 NOW GONE
RM 10	DRAW FD	302° 01'	7.64	DP 068877
RM 11	DRAW IN FACE OF WALL	227° 32'	0.985	PLACED
RM 12	DRAW IN CONCRETE	16° 53'	1.495	PLACED

(X) BENEFITTED BY A RIGHT OF  
CARRIAGEWAY & EASEMENT  
FOR SERVICES 9 WIDE  
(DP 788543)

(A) ROAD WIDENING 346.3m<sup>2</sup>  
B DENOTES A BALCONY

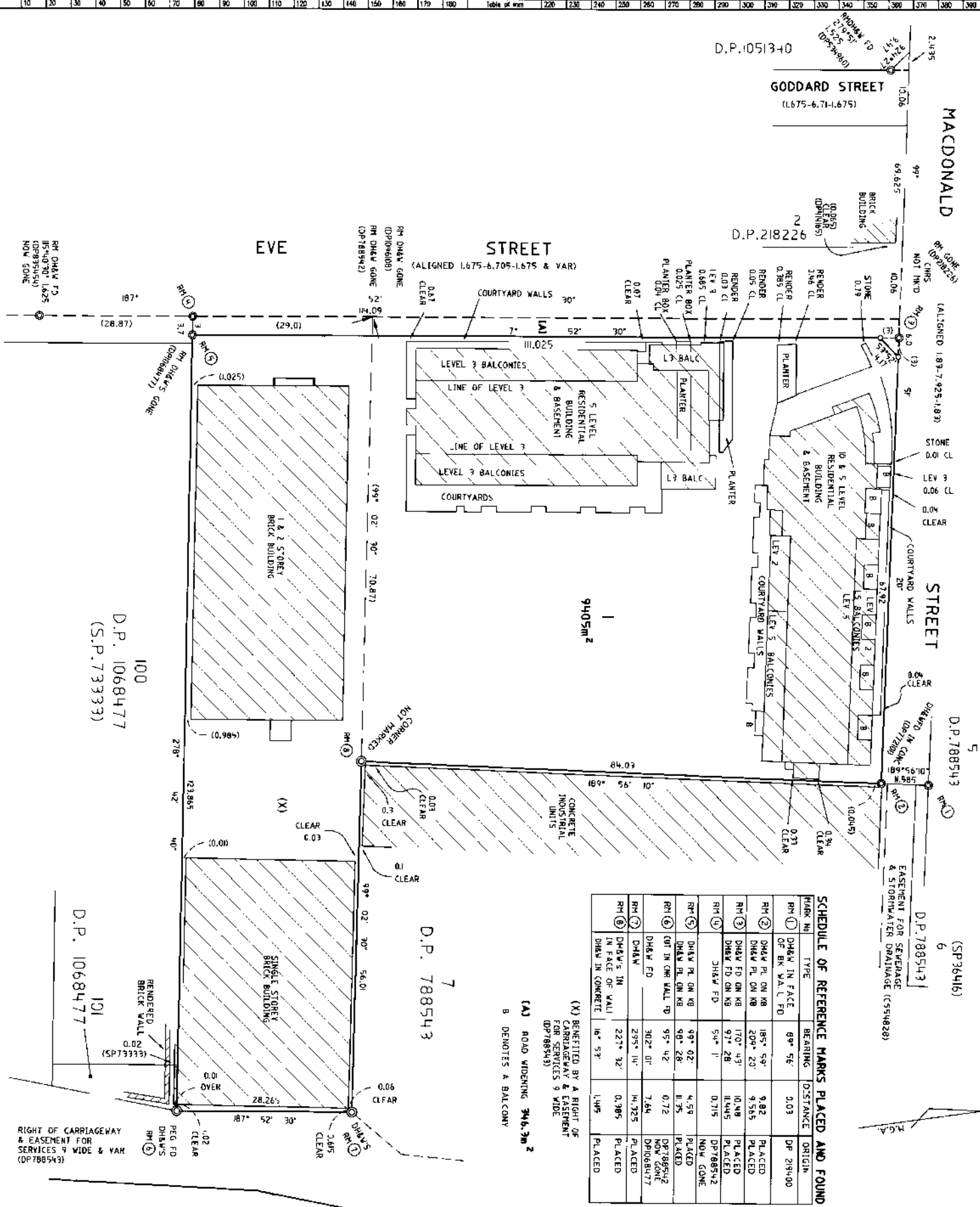
7  
D.P. 788543

100  
D.P. 1068477  
(S.P. 73333)

101  
D.P. 1068477

Plan Drawing only to appear in this space

Reduction Ratio 1:400  
SURVEYOR'S REFERENCE: 0202-13







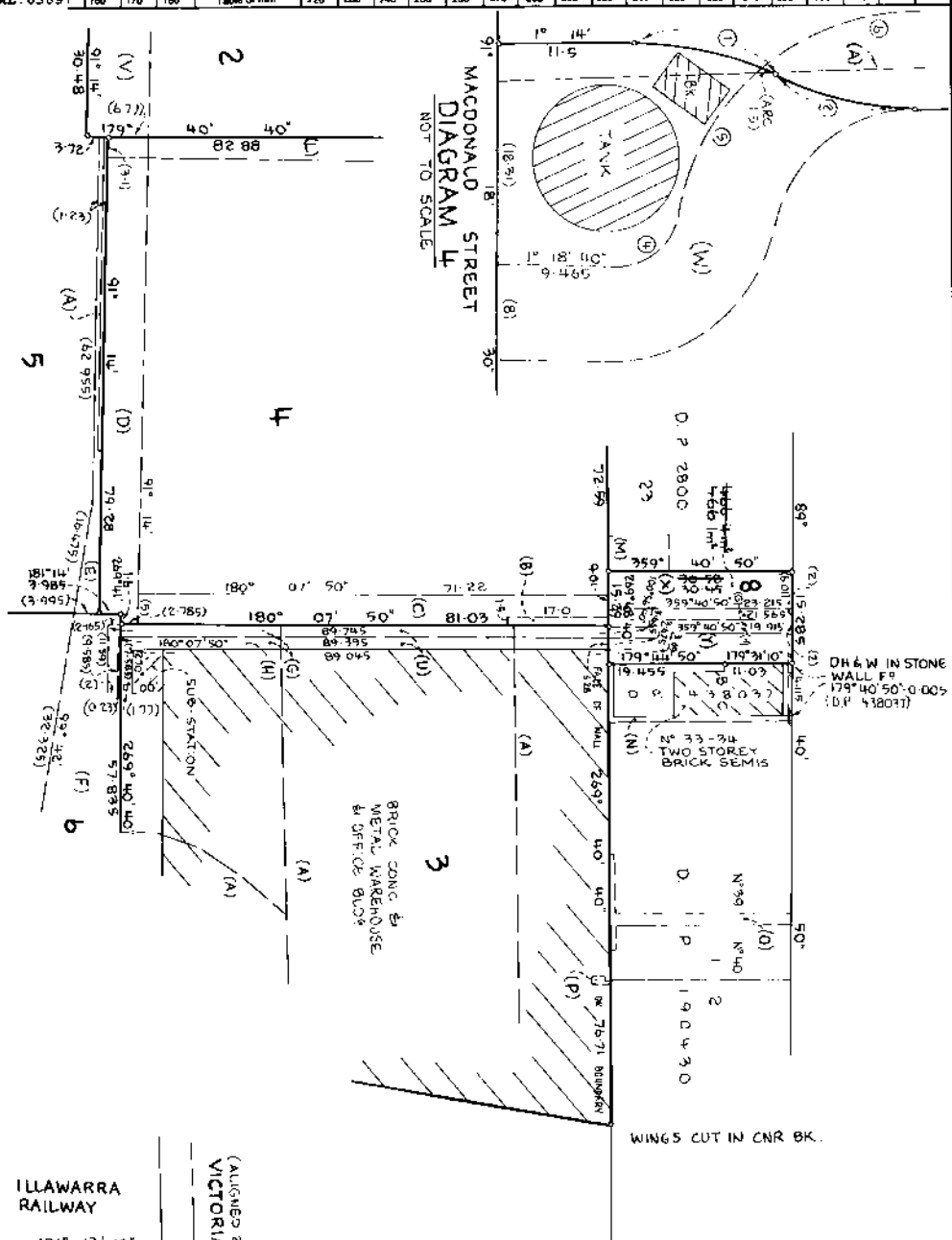


DIAGRAM 1  
NOT TO SCALE

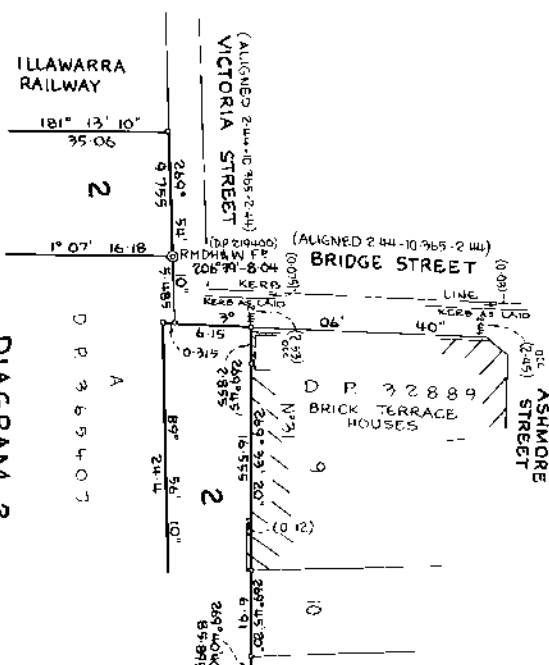


DIAGRAM 2  
NOT TO SCALE

- (A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES - APPROX. POSITION SHOWN BY BROKEN LINES
- (B) EASEMENT TO DRAIN WATER 15 WIDE
- (C) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE
- (D) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6.77 WIDE
- (E) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 1.23 WIDE & VARIABLE
- (F) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES VARIABLE WIDTH
- (G) RIGHT OF WAY 4 WIDE - VIDE 5712066
- (H) EASEMENT FOR SEWERAGE AND STORMWATER DRAINAGE VIDE C 554828
- (I) SITE OF EASEMENT TO COMMISSIONER OF RAILWAYS 1.95 WIDE VIDE D 663957
- (J) EASEMENT FOR CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH
- (K) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH
- (L) RIGHT OF FOOTWAY 0.795 & 0.865 WIDE VIDE 5408064
- (M) RIGHT OF FOOTWAY VARIABLE WIDTH VIDE 5408063 (SEE DP 610963)
- (N) RIGHT OF WAY VARIABLE WIDTH VIDE R 958213 (SEE DP 61616)
- (P) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE

- (R) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 WIDE
- (S) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 & 6 WIDE
- (T) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE & VARIABLE
- (U) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4 WIDE
- (V) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE & VARIABLE
- (W) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE
- (X) BENEFITED BY RIGHT OF FOOTWAY CREATED BY 5408063 (SEE DP 61616)
- (Y) BENEFITED BY RIGHT OF FOOTWAY CREATED BY 5408064 (PLAN)
- (Z) BENEFITED BY RIGHT OF FOOTWAY CREATED BY 5408064 (PLAN)

DP 788543

Registered: 11-5-1994

Deputy Town Engineer

For use where space is insufficient in any panel on this plan

1. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 WIDE AND 6 WIDE

2. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4 WIDE

3. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE AND VARIABLE

4. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

5. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

6. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

7. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

8. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

9. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

10. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

11. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

12. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

13. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

14. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

15. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

16. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 1 of <sup>20</sup>~~19~~ Sheets)

PART 1

Deposited Plan No

DP 788543

ubdivision of Lot 8  
P 219400, Lot A DP 438037  
and Lot 101 DP 788542  
COUNCIL CHAIRS CERT. NO. 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

1. Identity of Easement  
of restriction firstly  
referred to in above-  
mentioned plan:

Easement to drain water over  
existing line of pipes

SCHEDULE OF LOTS AFFECTED

Lots Burdened

3  
3  
5  
2  
3

Lots Benefitted

6  
4  
4  
4  
8

2. Identity of Easement or  
restriction secondly  
referred to in above-  
mentioned plan:

Easement to drain water  
1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

8

22AK79NSM/1 AK1

REGISTERED



11 MAY 1989

*Q*

*J*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 2 of <sup>10</sup>~~19~~ Sheets)

PART 1

Deposited Plan No:

DP 788543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542  
*COUNCIL CHAIRMAN'S CERT. NO 12/89*

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

3. Identity of Easement  
or restriction thirdly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

3

4. Identity of Easement  
or restriction fourthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services  
6.77 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

2, 3, 5, 6 & 7

22AK79NSM/2 MW

REGISTERED  1.1 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 3 of <sup>10</sup>~~13~~ Sheets)

PART 1

Deposited Plan No:

DP 788543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

5. Identity of Easement  
or restriction fifthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 1.23  
and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened

5

Lots Benefitted

2, 3, 4, 6 & 7

6. Identity of Easement  
or restriction sixthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services  
variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened

6

Lots Benefitted

2, 3, 4, 5 & 7

22AK79NSM/3 MW

REGISTERED



11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 4 of <sup>20</sup>~~19~~ Sheets)

PART 1

Deposit --- --

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788543

COUNCIL CLERK'S CERT. NO 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

7. Identity of Easement  
or restriction seventhly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services  
variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

2

8. Identity of Easement  
or restriction eighthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 9 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

6

Lots Benefitted

5

22AK79NSM/4 MW

REGISTERED  MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 5 of <sup>20</sup>~~19~~ Sheets)

PART 1

Deposited Plan No:

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542

COUNCIL CLERK'S NO. 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

9. Identity of Easement  
or restriction ninthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 3 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

5

Lots Benefitted

6 & 7

10. Identity of Easement  
or restriction tenthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 3 wide  
and 6 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

6

Lots Benefitted

5 & 7

22AK79NSM/5 MW

REGISTERED



11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 6 of <sup>20</sup>~~19~~ Sheets)

PART 1

Deposited Plan No:

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542

*COUNCIL CLERK'S CERT. NO. 12/89*

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

11. Identity of Easement  
or restriction eleventhly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 9 wide  
and variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened

7

Lots Benefitted

2, 3, 4, 5 & 6 and Lot 102 in  
DP 788542

12. Identity of Easement  
or restriction twelfthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 4 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

3

Lots Benefitted

4

22AK79NSM/6 MW

REGISTERED  11 MAY 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

**DP 788543**

Lengths are in metres

(Sheet 7 of <sup>10</sup>~~15~~ Sheets)

PART 1

Deposited Plan No:

*788543*

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP *788542*

*COUNCIL CLERK'S CERT. N° 12/89*

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

13. Identity of Easement  
or restriction thirteenthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 8 wide  
and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened

2

Lots Benefitted

3, 4, 5, 6 & 7

14. Identity of Easement  
or restriction fourthly  
referred to in above-  
mentioned plan:

Right of Carriageway and  
Easement for services 8 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

5

Lots Benefitted

2, 3, 4, 6 & 7

22AK79NSM/7 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

DP 788543

Lengths are in metres

(Sheet 8 of <sup>10</sup>~~10~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. NO 12/89


Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

1. Terms of Right of Carriageway and Easement for services  
5 wide thirdly referred to in the abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/8 MW

REGISTERED  11 MAY 1989

*Sh*

*lf*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 9 of <sup>20</sup>~~49~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542.

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

2. Terms of Right of Carriageway and Easement for services  
6.77 wide fourthly referred to in the abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/9 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 10 of <sup>10</sup>~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

3. Terms of Right of Carriageway and Easement for services  
1.23 wide and variable fifthly referred to in the  
abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/10 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 11 of <sup>10</sup>~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

4. Terms of Right of Carriageway and Easement for services  
variable width sixthly referred to in the abovementioned  
plan:

Right of Carriageway and the full and free right for every  
person who is at any time entitled to an estate or interest  
in possession in the land herein indicated as the dominant  
tenement or any part thereof with which the right shall be  
capable of enjoyment and every person authorised by him from  
time to time and at all times to make lay out construct  
erect install carry maintain use through above or under the  
servient tenement all drains pipes conduits poles wires and  
other equipment and materials necessary to provide and carry  
all or any services of water sewerage drainage gas  
electricity light telephone and/or other domestic services  
to and from the said dominant tenement provided the said  
drains pipes conduits poles wires and/or other equipment and  
materials shall be laid in such position so as to cause as  
little interference as possible with servient tenement  
together with the right for such person and every person  
authorised by him with any tools implements or machinery  
necessary for the purpose to enter upon the servient  
tenement and to remain there for any reasonable time for the  
purpose of laying inspecting cleansing repairing maintaining  
or renewing such services or in any part thereof provided  
that such person and the persons authorised by him will take  
all reasonable precautions to ensure as little disturbance  
as possible to the surface of the servient tenement and will  
restore without delay that surface as nearly as practicable  
to its original condition.

22AK79NSM/11 MW

REGISTERED 11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 12 of <sup>20</sup>~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788342

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

5. Terms of Right of Carriageway and Easement for services  
variable width seventhly referred to in the abovementioned  
plan:

Right of Carriageway and the full and free right for every  
person who is at any time entitled to an estate or interest  
in possession in the land herein indicated as the dominant  
tenement or any part thereof with which the right shall be  
capable of enjoyment and every person authorised by him from  
time to time and at all times to make lay out construct  
erect install carry maintain use through above or under the  
servient tenement all drains pipes conduits poles wires and  
other equipment and materials necessary to provide and carry  
all or any services of water sewerage drainage gas  
electricity light telephone and/or other domestic services  
to and from the said dominant tenement provided the said  
drains pipes conduits poles wires and/or other equipment and  
materials shall be laid in such position so as to cause as  
little interference as possible with servient tenement  
together with the right for such person and every person  
authorised by him with any tools implements or machinery  
necessary for the purpose to enter upon the servient  
tenement and to remain there for any reasonable time for the  
purpose of laying inspecting cleansing repairing maintaining  
or renewing such services or in any part thereof provided  
that such person and the persons authorised by him will take  
all reasonable precautions to ensure as little disturbance  
as possible to the surface of the servient tenement and will  
restore without delay that surface as nearly as practicable  
to its original condition.

22AK79NSM/12 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 13 of <sup>20</sup>~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. NO 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

6. Terms of Right of Carriageway and Easement for services  
9 wide eighthly referred to in the abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/13 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 14 of <sup>20</sup>~~29~~ Sheets)

PART 2

Deposited Plan No:

708543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

7. Terms of Right of Carriageway and Easement for services  
3 wide ninthly referred to in the abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/14 MW

REGISTERED  11 MAY 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 15 of <sup>20</sup>~~10~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

8. Terms of Right of Carriageway and Easement for services  
3 wide and 6 wide tenthly referred to in the abovementioned  
plan:

Right of Carriageway and the full and free right for every  
person who is at any time entitled to an estate or interest  
in possession in the land herein indicated as the dominant  
tenement or any part thereof with which the right shall be  
capable of enjoyment and every person authorised by him from  
time to time and at all times to make lay out construct  
erect install carry maintain use through above or under the  
servient tenement all drains pipes conduits poles wires and  
other equipment and materials necessary to provide and carry  
all or any services of water sewerage drainage gas  
electricity light telephone and/or other domestic services  
to and from the said dominant tenement provided the said  
drains pipes conduits poles wires and/or other equipment and  
materials shall be laid in such position so as to cause as  
little interference as possible with servient tenement  
together with the right for such person and every person  
authorised by him with any tools implements or machinery  
necessary for the purpose to enter upon the servient  
tenement and to remain there for any reasonable time for the  
purpose of laying inspecting cleansing repairing maintaining  
or renewing such services or in any part thereof provided  
that such person and the persons authorised by him will take  
all reasonable precautions to ensure as little disturbance  
as possible to the surface of the servient tenement and will  
restore without delay that surface as nearly as practicable  
to its original condition.

22AK79NSM/15 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 16 of <sup>16</sup>~~15~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP ~~788542~~

*COUNCIL CLEARANCE CERT. N° 12/89*

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

9. Terms of Right of Carriageway and Easement for services  
9 wide and variable width eleventhly referred to in the  
abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/16 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 17 of <sup>20</sup>~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP ~~788542~~

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

10. Terms of Right of Carriageway and Easement for services  
4 wide twelfthly referred to in the abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/17 MW

REGISTERED  11 MAY 1980

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 18 of <sup>20</sup>~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of  
proprietor of the land:

Elders Finance Limited of  
4 O'Connell Street, Sydney

11. Terms of Right of Carriageway and Easement for services  
8 wide and variable thirteenthly referred to in the  
abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

22AK79NSM/18 MW

REGISTERED  11 MAY 1989

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919

Lengths are in metres

(Sheet 19 of <sup>20</sup>~~23~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8  
DP 219400, Lot A DP 438037  
and Lot 101 DP 788542

Full name and address of  
proprietor of the land:

COUNCIL CLERK'S CERT. N° 12/89

Elders Finance Limited of  
4 O'Connell Street, Sydney

12. Terms of Right of Carriageway and Easement for services  
8 wide fourteenthly referred to in the abovementioned plan:

Right of Carriageway and the full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with servient tenement together with the right for such person and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

Robert Edwin Witt and Gregory Van Leer  
hereby certify that they are respectively the duly constituted  
attorneys for Elders Finance Limited under Power of  
Attorney registered No. 302 Book 3744 and that at the time  
of their executing this instrument they have no notice of the  
revocation or termination of the said Power of Attorney or of  
the powers and authorities conferred upon or delegated to them  
thereunder and under the authority of which they have executed  
this instrument.

22AK79NSM/19 MW

ELDERS FINANCE LIMITED  
by its attorneys

*Robert Edwin Witt*

*Gregory Van Leer*

REGISTERED  11 MAY 1989

D.P 788543

SHEET 20 OF 20 SHEETS.

M. J. ARMSTRONG  
LAW STATIONER  
127 KING ST., SYDNEY  
PHONE 231 2511 DX 599 SYDNEY  
DELIVERY BOX NO. 46X  
FAX (02) 223 7347

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AM859019J**

**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/SP76137

**(B) LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Specialist Lawyers Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001 Reference: CC:SP76137
--	---

CODE

**CH**

- (C) The Owners-Strata Plan No. 76137 certify that a special resolution was passed on 25/9/2017
- (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.  
Added by-law No. Special by-law 1  
Amended by-law No.  
as fully set out below:  
See Annexure "A"

- (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 "B"
- (G) The seal of The Owners-Strata Plan No. 76137 was affixed on 23/10/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

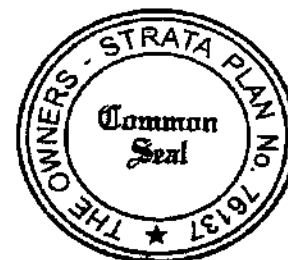
Authority:

*David Ferguson*  
David Ferguson  
Strata Managing Agent

Signature:

Name:

Authority:



**STRATA SCHEME NO 76137**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**ADD SPECIAL BY-LAW 1**

**Definitions**

---

1. In this by-law:

- (a) "Act" means the *Strata Schemes Management Act 2015*;
- (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) "Building" means the building located at 8 Eve Street, Erskineville;
- (d) "Common Property" means the common property comprised in Strata Plan 76137;
- (e) "Insurance" means Contractors' All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) "Lot" means lot 50 in strata plan 76137;
- (g) "Past Works" means:
  - (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
  - (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) "Owner" means the owner for the time being of the Lot including successors in title;
- (i) "Owners Corporation" means The Owners – Strata Plan No 76137;
- (j) "work" means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
  - (i) reference to the singular includes the plural and the plural includes the singular;
  - (ii) "Including" and similar expressions are not words of limitation;
  - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
  - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

**Grant of special privilege**

---

This is page 2 of a total of 44 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: Doris Ferguson

Signatures: Doris Ferguson

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.





2. On the conditions set out in this by-law the Owner of the Lot has a special privilege in respect of the Common Property to keep the Past Works on the Common Property

#### **Past Works**

---

3. The Owner must, in relation to the Past Works:
- (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
  - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:
    - (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);
    - (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
    - (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
      - (A) the Building Code of Australia;
      - (B) pertinent Australian Standards;
      - (C) manufacturer's specifications and recommendations.

#### **Repair and maintenance**

---

4. The Owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Past Works.

#### **Conduct of work**

---

5. Prior to commencing any work:

This is page 3 of a total of 44 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) the Owner must inform the strata committee of the nature of the work being conducted;
- (b) the Owner must provide the Owners Corporation with:
  - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
  - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;
  - (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.

6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:

- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
- (b) use appropriate materials in accordance with the manufacturer's specifications;
- (c) comply with all conditions and requirements of any Authority;
- (d) comply with the Building Code of Australia and all pertinent Australian Standards;
- (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
- (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
- (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
- (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work ;

**This is page 4 of a total of 44 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.

7. After the completion of work, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the work has been completed;
- (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
- (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

#### **Failure to comply or breaches**

---

8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:

- (a) carry out anything reasonably necessary to perform that obligation;
- (b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;
- (c) recover the costs of carrying out that obligation from the Owner as a debt;

but only if the Owners Corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The Owner shall also indemnify the Owners Corporation against any legal action or liability from any action by the Owners Corporation pursuant to this clause.

#### **Indemnity**

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9. The Owner indemnifies and must keep the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the use of the Past Works, , and the use and performance of the work including, without limitation, any liability of the Owners Corporation under s.122(6) of the Act unless caused or contributed by any negligent act or omission of the Owners Corporation, its agents, servants, contractors, employees or invitees.

#### **Damage**

---

This is page 5 of a total of 44 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

10. The Owner is liable and remains liable for any damage caused or contributed to by the use of the Past Works, , the use and performance of the work, and anything which is not authorised by this by-law Including, without limitation, damage to the property of the Owners Corporation or the property of an owner or occupier of a lot in the Building.

#### **Costs**

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11. The Owner must pay all reasonable expenses of the Owners Corporation incurred in the making and registration, of this by-law and the Owners Corporation, including legal expenses. The work and anything else required of the Owner pursuant to this by-law must be undertaken at the cost of the Owner.

This is page 6 of a total of 44 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**STRATA SCHEME NO 76137**  
**ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

**1 Meanings**

1.1 In these by-laws, these terms (in any form) mean:

**Air Conditioning Equipment** means air conditioning equipment and the wires, pipes, ducting and other equipment associated with the Air Conditioning Equipment.

**Apartment** means an apartment in the Building, being a lot in the Strata Plan or any strata plan of subdivision.

**Approved Building Works** means works of the kind referred to in by-law 6.1 which have been approved by the Owners Corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Building** means jointly and severally each of the buildings constructed within the Parcel.

**By-laws** means the by-laws in place from time to time for the Strata Scheme.

**Claim** includes cost, claim, damage or expense.

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Development Act** means the *Strata Schemes (Freehold Development) Act 1973*.

**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

**Display Apartment** means an Apartment that is owned by the Original Proprietor and open to the public for inspection.

This is page 7 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**Equipment** includes plant, machinery, equipment and security devices.

**Exclusive Use By-law** means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act.

**Executive Committee** means the executive committee appointed by the Owners Corporation.

**Fit Out Works** means works of any kind to the Retail Lot and the surrounding or adjacent Common Property including without limitation altering, adding to, removing, repairing or replacing any part of the Common Property near, within, adjacent or contiguous with the Retail Lot (such as Common Property internal walls, Common Property windows and doors, Common Property floor and ceilings) and includes the terrace comprising part of the Retail Lot.

**Garbage** means any refuse, recyclable material or waste.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, Authority, tribunal, agency or entity.

**Grease Arrestor** means the grease arrestor installed in the Common Property and any wires, pipes and other equipment installed in the Common Property in connection with the Grease Arrestor.

**Grease Arrestor Room** means that part of the Common Property comprising the grease arrestor room.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot in the Strata Scheme and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 1996*.

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under s27 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

**Occupier** means the occupier, lessee or licensee of a Lot

**Original Proprietor** means the registered proprietor of the Lots in the Strata Scheme at the time of registration of the Strata Plan.

This is page 8 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**Owner** means the owner of a Lot or the mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Pool Area** means those parts of the Common Property which comprise the swimming pool and its surrounds.

**Restricted Matter** means a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Retail Lot** means lot 1 in the Strata Plan.

**Retail Lot Proprietor** means the registered proprietor for the time being of the Retail Lot.

**Retail Sign Area** means that part of the Common Property which is the western wall of the building immediately adjacent to the Retail Lot.

**Riser Main** means that part of the Common Property comprising the riser main.

**Rules** means the rules made by the Owners Corporation in accordance with by-law 14.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Services** means any services or systems of any kind including without limitation water, power, fuel, oil, sewerage, telecommunications, communicating systems, security, air conditioning, ventilation and fire protection.

**Services Equipment** means the equipment associated with a Service and includes the wires, pipes, ducting and other equipment associated with the relevant Service.

**Sign** includes a sign, notice, placard and advertisement and includes "For Sale" and "To Let" signs.

**Strata Plan** means strata plan 76137.

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

This is page 9 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

You means an Owner or Occupier of a Lot and "Your" has a corresponding meaning.

- 1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.
- 1.3 Any reference to:
  - (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
  - (b) a thing includes the whole or each part of it; and
  - (c) the singular includes the plural and vice versa.
- 1.4 Headings do not affect the interpretation of the by-laws.

## **2 About These By-Laws**

### **2.1 Consent of Owners Corporation**

Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Executive Committee at a duly convened meeting of the Executive Committee unless it is a Restricted Matter.

### **2.2 Consent of Owners Corporation may be revoked or withheld**

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

### **2.3 Owners Corporation must not withhold consent**

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule, the Owners

**This is page 10 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**



Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

#### **2.4 Consent by Executive Committee**

Consent given by the Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

#### **2.5 Consent conditions**

Owners and Occupiers must comply with any condition in a consent.

#### **2.6 Reporting act or activity to Owners Corporation**

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Caretaker or building manager, that act or activity must be reported to the caretaker or building manager; and
- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

#### **2.7 Exclusive Use By-laws**

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

### **3 Behaviour and Responsibility**

- 3.1 You must be adequately clothed when on Common Property.

This is page 11 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

3.2 You must do all that You can not to break any Law when in the Building.

3.3 You must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while you are on Common Property; or
- (e) do anything which is illegal while on Common Property.

3.4 You must ensure Your children and the children of Your visitors:

- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
- (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

3.5 You must ensure Your invitees:

- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (b) do not do anything that You cannot do under the by-laws; and
- (c) are removed from the Building upon refusing to comply with the by-laws.

## **4 Your Lot**

4.1 You must:

- (a) keep Your Lot clean, tidy and in good repair;
- (b) at your expense, comply with all Laws affecting Your Lot;
- (c) ensure the floor space the within Your Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to

**This is page 12 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded); and

- (d) ensure those parts of the balcony rails and door and window frames which are Common Property and which adjoin Your Lot are cleaned on a regular basis so as to prevent corrosion, rusting or weathering.

**4.2 You must not:**

- (a) store or use any flammable chemical on your Lot unless it is to be used in the lawful, permitted use of your Lot;
- (b) place or hang laundry on any part of your Lot that is visible from outside Your Lot; or

**4.3 The consent of the Owners Corporation must be obtained if You wish to:**

- (a) keep anything which is visible from outside the Lot and not consistent with the visual aesthetics of the Building;
- (b) operate or allow to operate any device or electronic equipment on Your Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
- (c) attach or hang from any part of Your Lot any aerial or any security device or wires; or
- (d) install or operate any intruder alarm in Your Lot which emits an audible signal.

**4.4 You must give a written notice to the Owners Corporation detailing the proposed alteration, addition or works and You must otherwise comply with by-law 6.**

## **5 Use of Your Lot**

- 5.1 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any unlawful purpose.
- 5.2 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any purpose that may affect or lessen the reputation of the Building.
- 5.3 You must notify the Owners Corporation if:
  - (a) You are carrying out or intend to carry out; or

**This is page 13 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

(b) You permit or intend to permit any person to carry out,  
commercial operations from Your Lot. This by-law 5.3 does not apply to the Retail Lot.

5.4 On request by the Owners Corporation, You must give the Owners Corporation a copy of the consents You hold in connection with any commercial activities.

## **6 Alterations or Work to Your Lot**

6.1 The consent of the Owners Corporation must be obtained if You wish to:

- (a) make alterations to, additions to, remove, repair or replace:
  - (i) any part of the Common Property near or within Your Lot (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
  - (ii) the structure of Your Lot;
  - (iii) the internal walls inside Your Lot (such as dividing walls, even though they may not be Common Property);
  - (iv) the balcony attached to Your Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
- (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of Your Lot; or
- (c) enclose Your car space.

6.2 You must not commence to carry out any Approved Building Works:

- (a) unless the Owners Corporation has approved the plans for the works;
- (b) You have procured all relevant consents from the relevant Authorities; and
- (c) if applicable, You have in place all relevant insurances and You have given a copy of the policy and the certificate of currency to the Owners Corporation.

6.3 When carrying out Approved Building Works You must:

- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;

**This is page 14 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names: .....**

**Signatures: .....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are installed wholly within the boundaries of Your Lot

**6.4 On completion of Approved Building Works You must:**

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

**6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.**

**6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.**

## **7 Common Property**

**7.1 You must:**

**This is page 15 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names: .....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.

7.2 You must not:

- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for Your own exclusive purpose;
- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or
- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding s62 of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within Your Lot) without the prior written consent of the Owners Corporation; or

**This is page 16 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

## **8 Window Cleaning**

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
  - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
  - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

## **9 Security and Security Keys**

- 9.1 If it considers it necessary, the Owners Corporation may:
- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
  - (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
  - (c) restrict by means of Security Key Your access to one level of the Building to any other level.
- 9.2 You must not do or permit anything which may prejudice the security or safety of the Building.
- 9.3 You must close all security doors and gates when You pass through them.

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**Signatures:** .....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- 9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.
- 9.6 You must exercise great care in making a Security Key available for users of Your Lot.
- 9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.
- 9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

## **10 Compensation to Owners Corporation**

- 10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.
- 10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

## **11 Garbage Applicable to All Lots Except Retail Lot**

- 11.1 This by-law applies to all Lots except the Retail Lot.
- 11.2 You may only dispose of Garbage in the manner provided by this by-law.
- 11.3 If You are an Owner or Occupier in building A (which has garbage chutes):

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- (a) Garbage that is non-recyclable must be:
  - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
  - (ii) placed in the garbage chute.
- (b) Garbage may not be placed or left in the garbage closets on each level of Building A.
- (c) Garbage that is recyclable material must be:
  - (i) separated from Garbage that is non-recyclable;
  - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
  - (iii) in the case of bottles, completely drained; and
  - (iv) placed in the relevant recyclable bins in the garbage room in building A.

11.4 If You are an Owner or Occupier in any of buildings B, C or D (which do not have garbage chutes):

- (a) Garbage that is non-recyclable must be:
  - (i) securely wrapped in small parcels (any containers must be completely drained wrapped); and
  - (ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.
- (b) Garbage that is recyclable material must be:
  - (i) separated from Garbage that is not recyclable;
  - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
  - (iii) in the case of bottles, completely drained; and

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- (iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.

11.5 You must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

11.6 You must not leave Garbage (whether it is in containers or not) on any part of the Common Property except in the garbage room designated for use by Your Lot.

## 13 Animals

13.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.

13.2 The following animals must not be kept on the lot or common property:

- (a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.
- (b) Domestic fowl, game birds, cockatoos or large parrots.

13.3 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:

- (a) Keep the animal leashed or under control at all times when on internal common property and supervised at all times when on external common property.
- (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and
- (c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and
- (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and

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- (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
- (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
- (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

## **14 Rules**

- 14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 You are bound by the Rules:
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

## **15 Insurance Premiums**

- 15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.
- 15.3 You must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on Your Lot which may increase the premiums for the insurances held by the Owners Corporation.
- 15.4 You are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on Your Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

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## 16 Signs

- 16.1 Unless You have the prior written consent of the Owners Corporation You must not affix or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not visible from outside your Lot.
- 16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail Proprietor which complies with by- law BY-LAW 21.

## 17 Pool

- 17.1 The following rules apply to the use of the Pool Area:
- (a) You enter and use the Pool Area at your own risk;
  - (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;
  - (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
  - (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
  - (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
  - (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.

## 18 Moving and Delivering

- 18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- 18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- 18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.
- 18.4 If the Owners Corporation has appointed a Building Manager, You must comply with his requirements.

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## **19 Complaints and Applications**

- 19.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.
- 19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

## **20 Lease or Licence of Lots**

- 20.1 This by-law applies to Lots that are leased or licensed.
- 20.2 If You have leased or licensed Your Lot:
- (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
  - (b) You must ensure the Occupiers comply with the by-laws;
  - (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager about Your Occupiers; and
  - (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.
- 20.3 If You are an Occupier of a Lot:
- (a) You must comply with the by-laws; and
  - (b) You must promptly comply with any notice You receive from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager.

## **21 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Signs**

- 21.1 This is an Exclusive Use By-law.

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- 21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.
- 21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.
- 21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.
- 21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.
- 21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

## **22 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Grease Arrestor**

- 22.1 This is an Exclusive Use By-law.
- 22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.
- 22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.
- 22.4 The Retail Lot Proprietor must:
  - (a) keep the Grease Arrestor Room clean at all times;
  - (b) have the Grease Arrestor cleaned on a regular basis at its own cost;

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- (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
- (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

## **23 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot Over the Riser**

23.1 This is an Exclusive Use By-law.

23.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has:

- (a) the exclusive use of the Riser Main; and
- (b) the special privilege to attach the Retail Lot to the Riser Main; and
- (c) the special privilege to use the Riser Main for any purpose associated with the use of the Retail Lot.

23.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Riser Main.

23.4 The Retail Lot Proprietor must:

- (a) comply with the requirements, and notices, of all relevant Authorities in connection with the Riser Main;
- (b) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law;
- (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of failing to carry out any obligation imposed by this by-law;
- (d) keep and maintain the Riser Main clean and in good condition; and
- (e) replace or renew the Riser Main when it is in need of replacement or renewal.

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## **24 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot to Carry Out Building Works**

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

24.3 The Retail Lot Owner must not commence to carry out any Fit Out Works:

- (a) it has procured all relevant consents from the relevant Authorities; and
- (b) if applicable, it has in place all relevant insurances and has given a copy of the policy and the certificate of currency to the Owners Corporation.

24.4 When carrying out Approved Building Works the Retail Lot Owner must:

- (c) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (d) ensure the works are carried out in a proper and workmanlike manner;
- (a) use only qualified and where appropriate, licensed tradesmen;
- (b) ensure the works are carried out without undue delay;
- (c) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (d) cause as little disturbance as is practicable to other Owners and Occupiers;
- (e) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (f) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and

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- (h) ensure the works are installed wholly within the boundaries of the Retail Lot.

24.5 On completion of the Fit Out Works the Retail Lot Owner must:

- (e) ensure all rubbish and debris caused by the works is removed from the Building;
- (f) ensure the Common Property is left clean and tidy; and
- (a) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

24.6 The Owners Corporation must endorse its consent on all applications, documents and plans required by the Retail Lot Proprietor in order for it to procure consent to Fit Out Works the subject of this by-law.

24.7 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair any Common Property which is altered, added to, removed, repaired or replace in accordance with this by-law.

## **25 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Services**

25.1 This is an Exclusive Use By-law.

25.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has:

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;
- (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
- (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.

25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services

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Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.

25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:

- (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
- (b) ensure the works are carried out in a proper and workmanlike manner;
- (c) use only qualified and where appropriate qualified tradesman;
- (d) ensure the works are carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (f) cause as little disturbance as is practicable to other Owners and Occupiers;
- (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

## **26 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Air Conditioning Equipment**

26.1 This is an Exclusive Use By- law.

26.2 Despite any other by-law to the contrary, the Retail Lot Proprietor special privilege to connect that part of the Air Conditioning System in or servicing its Lot to that part of the Air Conditioning System comprised within the Common Property.

26.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Common Property on which it is attached or located.

## **27 Air Conditioning Equipment**

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- 27.1 This by-law does not apply to the Retail Lot.
- 27.2 The consent of the Owners Corporation (which must not be unreasonably held) must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.
- 27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.
- 27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:
- (a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and
  - (b) You have procured all relevant consents from the relevant Authorities.
- 27.5 When carrying out works to install your Air Conditioning Equipment you must:
- (a) comply with the reasonable requirements of the Owners Corporation;
  - (b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
  - (c) ensure the works are carried out in a proper and workmanlike manner;
  - (d) use only qualified and where appropriate qualified tradesman;
  - (e) ensure the works are carried out without undue delay;
  - (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
  - (h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
  - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

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- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.

27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.

27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:

- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
- (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

## 28 Display Apartment

28.1 The Original Proprietor may use any Apartment in the Building as a Display Apartment.

28.2 The Original Proprietor has the right to use any number of Apartments as a Display Apartment.

## 29 Garbage Arrangements for Retail Lot

### 29.1 Definitions

In this by-law: these terms (in any form) means:

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Block A** means the building marked "Block A" on the Strata Plan.

**Building** means the building the subject of the Strata Scheme.

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**Common Property** means the common property of the Strata Plan.

**Garbage** means any refuse, recyclable or waste.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Retail Lot** means lot 1 in the Strata Plan.

**Retail Lot Occupier** means any tenant, licensee or occupier of the Retail Lot.

**Retail Lot Owner** means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

**Strata Plan** means strata plan registered number 76137.

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

## **29.2 Garbage arrangements for Retail Lot**

- (a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.
- (b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:
  - (i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").
  - (ii) Garbage that is non-recyclable must be:
    - (A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
    - (B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost
  - (iii) Garbage that is recyclable material must be:
    - (A) separated from Garbage that is non-recyclable;
    - (B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);

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(C) in the case of bottles, completely drained; and

(D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.

(c) The Retail Lot Owner and any Retail Lot Occupier must:

- (i) place Garbage in the garbage room in Block A in the Designated Area only;
- (ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;
- (iii) not place or leave Garbage of any kind or garbage bins on the Common Property;
- (iv) promptly remove any Garbage that may have spilled; and
- (v) promptly clean the area on which any Garbage has been spilled.

### **30 Right for Lot 1 to Make Alterations to Common Property**

#### **30.1 Type of by-law**

- (a) This is a by-law made in accordance with s65A of the Management Act.
- (b) This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Retail Lot Owner.
- (c) The Retail Lot Owner may allow the Retail Lot Occupier and an Authorised Person to exercise the rights of the Retail Lot Owner under this by-law. The Retail Lot Owner remains responsible to the Owners Corporation in connection with compliance with this by-law.

#### **30.2 Definitions**

In these by-laws, these terms (in any form) mean:

**Authorised Person** means any employee, contractor, servant or agent of the Retail Lot Owner.

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**This is page 32 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names:** .....

**Signatures:** .....

.....  
**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

**Basement Building Works** means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a chain wire fence;
- (b) the installation of a 1800 x 1800 modular coolroom;
- (c) the installation of a PVC conduit along par park soffit; and
- (d) the installation of all relevant services.

**Building** means the building the subject of the Strata Scheme.

**Building Works** means the Ground Floor Building Works and the Basement Building Works.

**Common Property** means the common property of the Strata Plan.

**Ground Floor Building Works** means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a plaster board ceiling;
- (b) the installation of a floating timber floor (with associated insulation);
- (c) the installation of plasterboard (or plaster applied) painted walls;
- (d) the installation of a feature wall;
- (e) the affixing of tiles to walls; and
- (f) the installation of the following services:
  - (i) air conditioning and exhaust ductwork;
  - (ii) electrical power, communications and lighting;
  - (iii) fire protection; and
  - (iv) water, drainage and gas.

**Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.

**Retail Lot** means lot 1 in the Strata Plan.

This is page 33 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**Retail Lot Occupier** means any tenant, licensee or occupier of the Retail Lot.

**Retail Lot Owner** means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Plan** means the plan annexed to this by-law and marked with the letter "A".

**Strata Plan** means strata plan registered number 76137.

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

### **30.3 Rights**

The Retail Lot Owner is authorised, subject to the conditions in this by-law:

- (a) to carry out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Retail Lot and the Common Property to the extent necessary to carry out the Building Works.

### **30.4 Access to Common Property**

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

### **30.5 Maintenance obligations**

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Retail Lot Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

### **30.6 Obligations when carrying out Building Works**

- (a) When carrying out the Building Works, the Retail Lot Owner must:
  - (i) obtain necessary consents from government agencies;

This is page 34 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



- (ii) ensure the works are carried out in a proper and workmanlike manner;
  - (iii) use only qualified and where appropriate, licensed tradesmen;
  - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
  - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;
  - (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
  - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
  - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
  - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
- (i) all rubbish and debris caused by the Building Works is removed from the Building; and
  - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.

**This is page 35 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

### **30.7 Indemnity**

The Retail Lot Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.

This is page 36 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

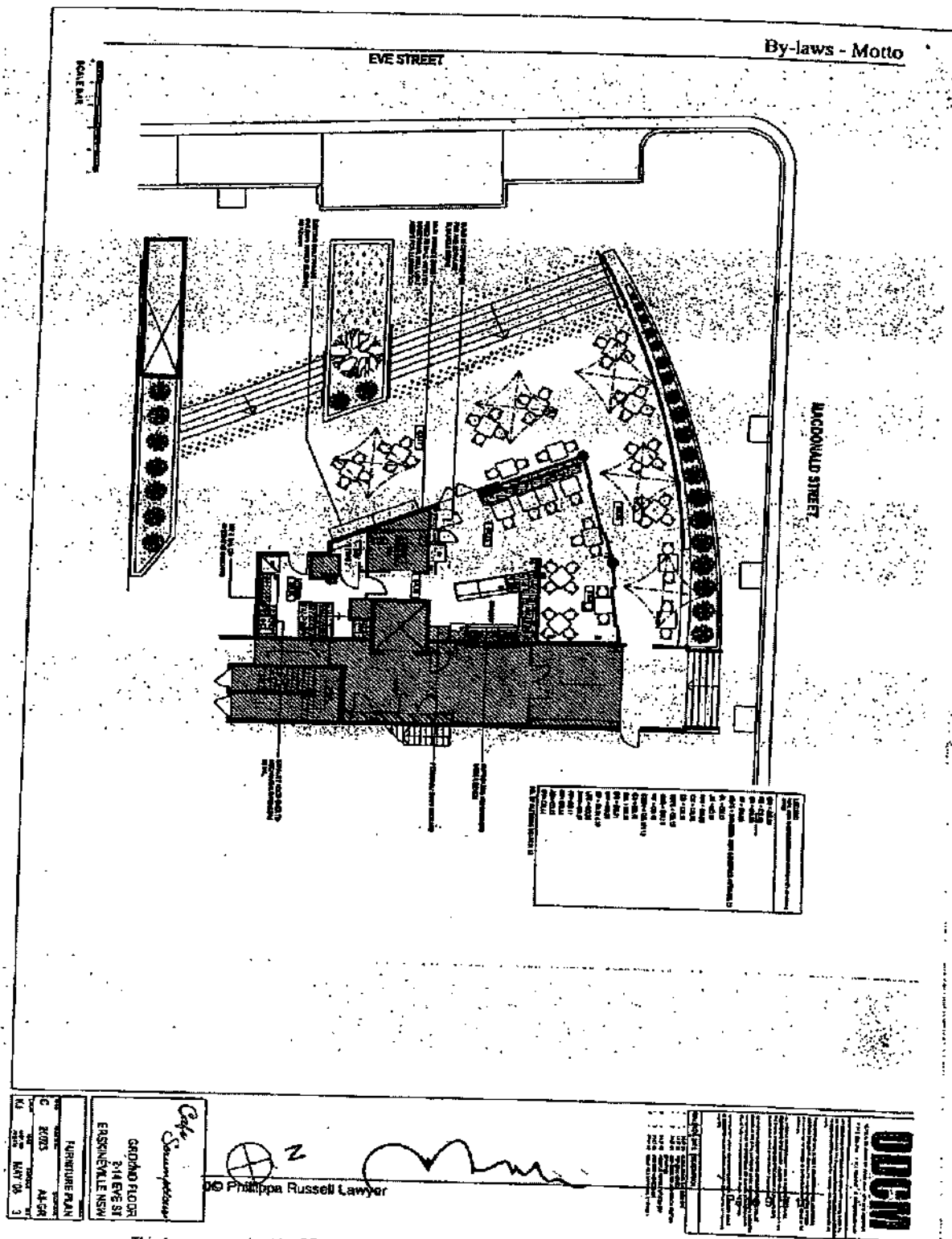
Names: .....

Signatures.....

.....

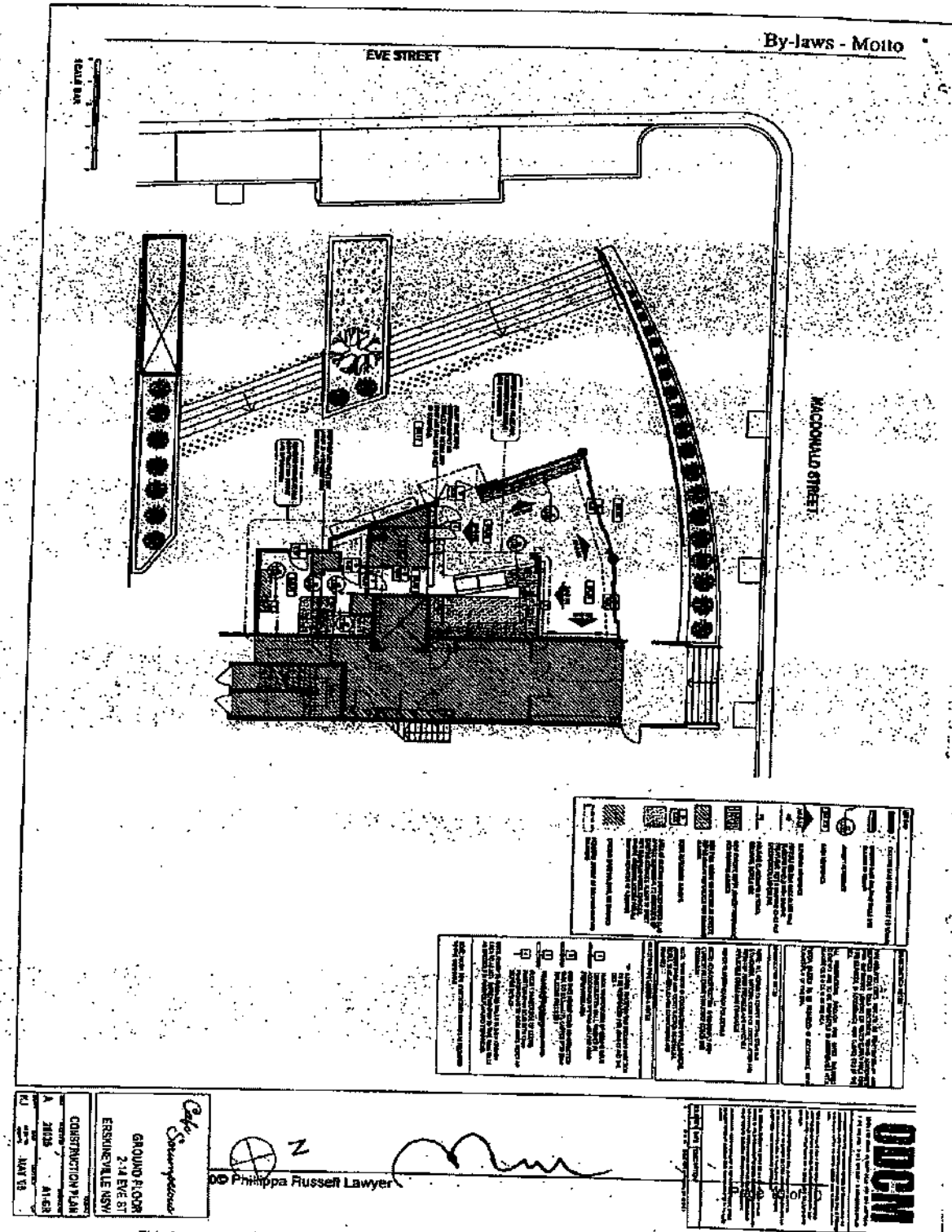
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.





**Signatures.** This fixture is used to attest the affixing of the seal.

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## 10 Hanging out of washing

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

## 32 Service of Documents on Owner of Lot by Owners Corporation

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

### **ADD SPECIAL BY-LAW 1**

#### **Definitions**

---

1. In this by-law:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
- (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) “**Building**” means the building located at 8 Eve Street, Erskineville;
- (d) “**Common Property**” means the common property comprised in Strata Plan 76137;
- (e) “**Insurance**” means Contractors’ All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) “**Lot**” means lot 50 in strata plan 76137;
- (g) “**Past Works**” means:

This is page 40 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
- (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) **"Owner"** means the owner for the time being of the Lot including successors in title;
- (i) **"Owners Corporation"** means The Owners – Strata Plan No 76137;
- (j) **"work"** means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
  - (i) reference to the singular includes the plural and the plural includes the singular;
  - (ii) "Including" and similar expressions are not words of limitation;
  - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
  - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

#### **Grant of special privilege**

---

2. On the conditions set out in this by-law the Owner of the Lot has a special privilege in respect of the Common Property to keep the Past Works on the Common Property

#### **Past Works**

---

3. The Owner must, in relation to the Past Works:
  - (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
  - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:
    - (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);

This is page 41 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: .....

Signatures.....

.....  
 Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
- (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
  - (A) the Building Code of Australia;
  - (B) pertinent Australian Standards;
  - (C) manufacturer's specifications and recommendations.

#### **Repair and maintenance**

---

4. The Owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Past Works.

#### **Conduct of work**

---

5. Prior to commencing any work:
- (a) the Owner must inform the strata committee of the nature of the work being conducted;
  - (b) the Owner must provide the Owners Corporation with:
    - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
    - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;
    - (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.
6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:
- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
  - (b) use appropriate materials in accordance with the manufacturer's specifications;

**This is page 42 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names:.....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**



- (c) comply with all conditions and requirements of any Authority;
- (d) comply with the Building Code of Australia and all pertinent Australian Standards;
- (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
- (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
- (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
- (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work ;
- (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.

7. After the completion of work, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the work has been completed;
- (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
- (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

#### **Failure to comply or breaches**

---

8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:

- (a) carry out anything reasonably necessary to perform that obligation;

**This is page 43 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:**

**Names:.....**

**Signatures.....**

**.....**

**Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.**

- (b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;
- (c) recover the costs of carrying out that obligation from the Owner as a debt;

but only if the Owners Corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The Owner shall also indemnify the Owners Corporation against any legal action or liability from any action by the Owners Corporation pursuant to this clause.

#### **Indemnity**

---

9. The Owner indemnifies and must keep the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the use of the Past Works, , and the use and performance of the work including, without limitation, any liability of the Owners Corporation under s.122(6) of the Act unless caused or contributed by any negligent act or omission of the Owners Corporation, its agents, servants, contractors, employees or invitees.

#### **Damage**

---

10. The Owner is liable and remains liable for any damage caused or contributed to by the use of the Past Works, , the use and performance of the work, and anything which is not authorised by this by-law Including, without limitation, damage to the property of the Owners Corporation or the property of an owner or occupier of a lot in the Building.

#### **Costs**

---

11. The Owner must pay all reasonable expenses of the Owners Corporation incurred in the making and registration, of this by-law and the Owners Corporation, including legal expenses. The work and anything else required of the Owner pursuant to this by-law must be undertaken at the cost of the Owner.

This is page 44 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23<sup>rd</sup> day of October 2017 in the presence of:

Names: Dave Ferguson

Signatures: Dave Ferguson

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



FILM WITH  
AM859019

Approved Form 10

Certificate re Initial Period

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

\*that the initial period has expired.

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

THE COMMON SEAL by THE OWNERS - )  
STRATA PLAN NO. 76137 was hereunto affixed )  
on the 23<sup>rd</sup> day of October 2017 )  
in the presence of )  
being the person(s) authorised by Section 273 )  
of the *Strata Schemes Management Act 2015* )  
to attest the affixing of the seal: )



.....  
.....

.....  
.....

Print name

1/1

Lodger Details

Lodger Code 504011  
Name J S MUELLER & CO  
Address 240 PRINCES HWY  
ARNCLIFFE 2205  
Lodger Box 1W  
Email JEFFREYMUELLER@MUELLERS.COM.AU  
Reference JSM:37088

For Office Use Only

AR967795

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

CP/SP76137

Land Extent

PART OF THE LAND

Part Land Description

PART FOLIO IDENTIFIER CP/SP76137 BEING AREA SHOWN HATCHED BLACK ON THE PLAN ANNEXED AND MARKED "B"

Lessor

Name THE OWNERS - STRATA PLAN NO. SP76137

Lessee

Name VODAFONE NETWORK PTY LTD  
ACN 081918461

Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 5 YEARS  
Commencing Date 01/08/2021  
Terminating Date 31/07/2026  
Option to Renew NO  
Option to Purchase NO

Rent Details

Payment Terms Monthly in advance  
Rent Description Item 7 of Information Table

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP76137

Signer Name JEFFREY STEVEN MUELLER

Signer Organisation PARTNERS OF J S MUELLER & CO

Signer Role PRACTITIONER CERTIFIER

Execution Date 16/03/2022

Form: 07L  
Edition: 1309  
Licence: 04-08-438  
Licensee: Corrs Chambers Westgarth

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

**AR967795H**

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

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased  
Part folio identifier CP/SP76137, being area shown hatched black on the plan annexed and marked 'B'.

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number, if any	CODE
599D	Customer Account Number: 123648F Corrs Chambers Westgarth GPO Box 9925 BRISBANE QLD 4001 (07) 3228 9305 Reference: GH/JC:9166340	L

**(C) LESSOR**

THE OWNERS – STRATA PLAN NO. 76137

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

**(F)**

TENANCY:

- (G) 1. TERM:** 5 years
2. **COMMENCING DATE:** 01/08/2021
3. **TERMINATING DATE:** 31/07/2026
5. With an **OPTION TO PURCHASE** set out in clause Not Applicable
6. Together with and reserving the **RIGHTS** set out in clause Not Applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto
8. Incorporates the provisions set out in Not Applicable with the Land and Property Management Authority as No(s). Not Applicable
9. The **RENT** is set out in **Item 7 of the Information table in Annexure**

DATE: \_\_\_\_\_  
..... dd mm yyyy

(H) FOR EXECUTION CLAUSES, SEE PAGE 24.

(I) STATUTORY DECLARATION \*

I

on behalf of

solemnly and sincerely declare that-

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

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

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_  
in the presence of-

- ☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor  
☐ Other qualified witness *[specify]*

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

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

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

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

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

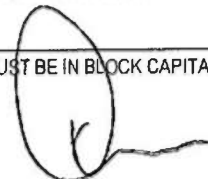

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

## Annexure A

This is Annexure A referred to in the lease between **The Owners – Strata Plan No. 76137** (as lessor) and **Vodafone Network Pty Ltd** ACN 081 918 461 (as lessee)

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## Information Table

### Parties

Name	<b>The Owners – Strata Plan No. 76137</b>
ABN	
Short form name	<b>Lessor</b>
Notice details	The Owners Strata Plan No. 76137 c/- Motto Apartments, 8 Eve Street, Erskineville NSW 2043 Attention: Sarah Morgan
Email address	
Name	<b>Vodafone Network Pty Limited</b> ACN 081 918 461
ABN	31 081 918 461
Short form name	<b>Lessee</b>
Notice details	Vodafone Central, Level 1, 177 Pacific Highway, North Sydney NSW 2060 or such other address as may be the registered office of the Lessee from time to time Attention: General Counsel Vodafone ID: Site No. 240857

### Items

<b>Item 1</b>	<b>Premises (clause 1.1)</b> The area of the Land shown on the plan in <b>Annexure B</b> being part of the property known as 8 Eve St, Erskineville NSW 2043
<b>Item 2</b>	<b>Land (clause 1.1)</b> The part of the land comprised in Folio Identifier CP/SP76137
<b>Item 3</b>	<b>Commencing Date (clause 1.1)</b> 1 August 2021
<b>Item 4</b>	<b>Terminating Date (clause 1.1)</b> 31 July 2026
<b>Item 5</b>	<b>Term (clause 1.1)</b> 5 years
<b>Item 6</b>	<b>Break Date (clause 1.1 &amp; clause 3.2)</b> Each of the following dates:  the date that is 15 years before the Terminating Date if the Term exceeds 15 years; and  the date that is 10 years before the Terminating Date if the Term exceeds 10 years; and  the date that is 5 years before the Terminating Date if the Term exceeds 5 years; and

expiry date of first sequential lease.

**Item 7 Rent (clauses 1.1 and 6.1)**

At the Commencing Date the sum of \$12,500.00 per annum and thereafter as reviewed pursuant to the terms of this Lease.

**Item 8 Rental Day**

The latter of the Commencing Date and the date determined in accordance with **clause 6.3** and then on the same day of each month of the Term.

**Item 9 Review Factor (clause 7)**

3%

**Item 10 Lessor's Bank Account (clause 6.2)**

Bank: Macquarie Bank Limited ( MBL)  
Branch: Sydney  
Account Name: ATF SP 76137  
BSB: 182-222  
Account Number: 2831-24030

**Item 11 Contact person (clause 15.2)**

Lessee: Account Manager, Vodafone Account  
Colliers International (NSW) Pty Ltd  
Telephone: (02) 9957 6611  
Facsimile: (02) 9957 2990  
Lessor: The Owners – Strata Plan 76137  
Telephone: (02) 9267 6334  
Facsimile:

**Item 12 Lessee's solicitors (clause 21)**

Corrs Chambers Westgarth  
Level 42, 111 Eagle Street  
BRISBANE QLD 4000

Telephone: (07) 3228 9333  
Facsimile : (07) 3228 9444

## Agreed terms

### 1 Defined terms and interpretation

#### 1.1 Defined terms

<b>Break Date</b>	The date stated in <b>Item 6</b> .
<b>Carrier</b>	A carrier as defined in the Telecommunications Act.
<b>Commencing Date</b>	The date specified in <b>Item 3</b> .
<b>Consequential Loss</b>	Any loss, not arising naturally, and not arising according to the usual course of things from the relevant breach, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.
<b>Equipment</b>	Those items of plant and/or equipment of the Lessee, including all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin on the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee for use in connection with its communication network.
<b>Equipment Cabin</b>	That part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its Equipment.
<b>GST</b>	Goods and services tax as described in the GST Law.
<b>GST Law</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
<b>GST Rate</b>	The prevailing rate of the GST payable in accordance with the GST Law.
<b>Information table</b>	The part of this Lease described as the Information table.
<b>Item</b>	An item in the Information table.
<b>Land</b>	The land specified in <b>Item 2</b> .
<b>Lessor's Improvements</b>	The building or other structure on the Land owned or used by the Lessor on or within which the Premises are situated.
<b>Permitted Use</b>	Constructing, maintaining, operating and upgrading a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering and replacing the Equipment consistent with the evolving nature of telecommunications services.
<b>Physical Installation</b>	The installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use but does not include entering the Land to undertake an inspection or surveying the Land.
<b>Plan</b>	The lease plan which is annexed to this Lease as <b>Annexure B</b> .
<b>Premises</b>	The premises described in <b>Item 1</b> of the Information table.

<b>Related Body Corporate</b>	Has the meaning attributed to that term by Section 9 of the <i>Corporations Act 2001</i> (Cth).
<b>Rent</b>	The amount specified in <b>Item 7</b> .
<b>Rental Day</b>	The days referred to at <b>Item 8</b> .
<b>Review Date</b>	Each anniversary of the first Rental Day.
<b>Review Factor</b>	The percentage set out at <b>Item 9</b> .
<b>Secure Premises</b>	Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.
<b>Sequential Lease</b>	A lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.
<b>Tax Invoice</b>	Has the meaning given in the GST Law.
<b>Taxable Supply</b>	Has the meaning given in the GST Law.
<b>Telecommunications Act</b>	The <i>Telecommunications Act 1997</i> (Cth).
<b>Term</b>	The term specified in <b>Item 5</b> .
<b>Terminating Date</b>	The date specified in <b>Item 4</b> .

## 1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

- (a) Statutes, regulations, proclamations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, proclamations, ordinances or by-laws under that statute;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) any gender includes a reference to the other genders and each of them;
- (d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;
- (e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;
- (f) a company or a corporation includes a person and vice versa;
- (g) a clause number shall mean a reference to the respective clauses of this Lease;
- (h) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted, renamed or replaced or that any of its powers or functions are transferred to any other entity, body or group refer respectively to any such entity, body or group established or constituted in lieu thereof or succeeding to similar powers or functions;
- (i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and on the Land with the consent of that party;

- (j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months;
- (k) the word 'including' in any form is not a word of limitation;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (m) a reference to this Lease includes the forms, schedules, annexures and exhibits to this Lease and where amended means this Lease as amended; and
- (n) any thing or amount is a reference to the whole and to each part of it.

### **1.3 Headings**

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

### **1.4 All parties bound**

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

### **1.5 Third parties**

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

### **1.6 Severance**

If any covenant, agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants, agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

## **2 Statutory provisions**

### **2.1 Exclusions**

- (a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.
- (b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

### **2.2 Telecommunications Act**

- (a) A request to access the Land and to install or maintain Equipment on the Land, is an exercise by the Lessee of power under Schedule 3 of the Telecommunications Act, notwithstanding that the parties must also comply with the terms of this Lease in relation to the use of the Land.
- (b) For the purposes of clause 17(5) of Schedule 3 of the Telecommunications Act, the Lessor is deemed to have waived any requirement for the Lessee to provide or for

the Lessor to receive any notice otherwise required under those statutory provisions regarding any activity otherwise the subject of this Lease.

- (c) This Lease will be treated (where applicable) as an agreement entered into for the purposes of clause 11(1) of Schedule 3 of the Telecommunications Act.
- (d) Nothing in this Lease operates to limit the exercise of the Lessee of any power the Lessee may at any time have under Schedule 3 of the Telecommunications Act, provided however that the Lessee must not exercise such a right in a manner which is inconsistent with an express provision of this Lease.
- (e) In consideration of the performance of the Lessee's obligations under this Lease, the Lessor forever waives its rights, and must not make any claim for compensation, under clause 42 (and for the avoidance of doubt clause 62) of Schedule 3 of the Telecommunications Act in relation to the access to the Land, or the installation of the Equipment on the Land, by the Lessee. For the avoidance of doubt, notwithstanding this clause 2.2(e), the parties agree that any amount paid by the Lessee under this Lease exceeds the amount of such compensation which would have been payable in any event.

### 3 Lease for the Term

#### 3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

#### 3.2 Termination on a Break Date

If the Lessee gives to the Lessor, at any time not later than 6 months prior to a Break Date, a notice that it wishes to terminate this Lease on that Break Date, then this Lease will come to an end on the Break Date so specified.

### 4 Holding over

- (a) If the Lessee continues to occupy the Premises with the consent of the Lessor beyond the Terminating Date otherwise then pursuant to a Sequential Lease, the Lessee shall occupy the Premises on an 18 month basis, at a Rent payable by equal monthly instalments in advance (at the same Rent as during the year preceding the Terminating Date increased by the Review Factor) and otherwise on the same terms and conditions as this Lease.
- (b) The tenancy so created is determinable at any time by either party by the party giving at least 18 months' prior notice to the other party, to expire on any date.

### 5 Permitted use

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may during the Term, as is permitted under this Lease, use the Premises on the Land, the Lessor's Improvements and the Land for the Permitted Use.

## 6 Payment of Rent

### 6.1 Payment

- (a) Subject to **clauses 6.1(b), 6.1(c) and 6.3** the Lessee must pay the Rent in advance on the Rental Days.
- (b) The Lessor acknowledges and agrees with the Lessee that:
  - (i) it is the Lessee's practice to pay monthly instalments of Rent on or before the seventh day of each month; and
  - (ii) the Lessor accepts that practice and will not make any claim or demand arising from or in connection with that practice.
- (c) The Lessee may make a pro-rata payment in respect of Rent or any other payment under this Lease, where a payment period is less than as specified in this Lease (for example where Rent is due for a period less than a month).

### 6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 10**. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in **Item 10** provided that notice of any such nomination is received by the Lessee not less than 30 days prior to the relevant Rental Day. Payment by EFT by the Lessee's banker to the relevant nominated account by the relevant Rental Day is a full discharge for the payment.

### 6.3 Rent deferred

- (a) In this clause:  
**Fit-Out Period** means the period of twelve weeks starting on the date the Lessee commences Physical Installation.
- (b) The Lessee's obligation to pay Rent will not commence until the earlier of:
  - (i) the day following the expiry of the Fit-Out period;
  - (ii) the date the Lessee commences transmission of signals from the Premises; and
  - (iii) the date which is six (6) months after the Commencing Date.
- (c) Subject to **clauses 6.1(b) and 6.1(c)**, the Rental Day for the balance of the Term will be the date of the first Rental Day in each succeeding month during the Term.
- (d) The Lessee may install the Equipment on the Premises during the Fit-Out Period.

## 7 Rent reviews

On each Review Date the Rent will be increased by the Review Factor.

## 8 Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates, taxes and outgoings (other than any electricity cost payable by the Lessee under **clause 10**) which may be payable in relation to the Premises.



## 9 GST

In this **clause 9**, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

### 9.1 GST

- (a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.
- (b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
- (c) Unless expressly indicated in **clause 9.2**, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.
- (d) Unless expressly indicated in **clause 9.2**, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.
- (e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

### 9.2 Recipient Created Tax Invoice (RCTI)

- (a) For the purposes of this **clause 9.2**, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This **clause 9.2** applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.
- (b) The parties agree that:
  - (i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and
  - (ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.
- (c) The Lessee (or its agent):
  - (i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;
  - (ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;
  - (iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the *New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000*.
- (d) The Lessor acknowledges that:
  - (i) it is registered for GST and has been allocated an Australian Business Number; and
  - (ii) it will inform the Lessee if it ceases to be registered for GST.

- (e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

### **9.3 Input tax credit entitlement**

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

## **10 Electricity**

### **10.1 Supply**

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

### **10.2 Metering**

- (a) If it is reasonably practicable to do so, the electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.
- (b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

## **11 Lessor's covenants**

### **11.1 Quiet enjoyment**

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

### **11.2 Interference**

- (a) The Lessor acknowledges that the Permitted Use relies on the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.
- (b) The Lessor must not use or erect, or permit the use or erection of, any structure on, above or below the Land or on the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.
- (c) The Lessee may at any time notify the Lessor of interference which the Lessee reasonably considers to be caused or permitted by the Lessor. If within 48 hours of receiving such notice, the Lessor cannot reasonably demonstrate that the interference is not being caused by the Lessor, the Lessor must ensure immediate discontinuation of the interference.

### **11.3 Secure Access**

If the Lessor owns the tower or building, or uses a structure on the Land, on which the Equipment is installed by the Lessee, then the Lessor must:

- (a) ensure that access to the Equipment on the tower or building is maintained securely so that unauthorised persons cannot gain access to the Equipment; and
- (b) indemnify the Lessee against any loss or damage incurred by the Lessee as a result of any breach of the above clause by the Lessor.

### **11.4 Maintenance of Lessor's Improvements**

The Lessor must, at the Lessor's cost and expense, keep the Lessor's Improvements in a good, tenantable and safe condition, except to the extent that this is an obligation of the Lessee under this Lease.

## **12 Insurance**

### **12.1 Cover**

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency evidencing adequate insurance in respect of the Premises for:

- (a) public and products liability to an amount of not less than \$20,000,000; and
- (b) industrial special risk.

### **12.2 Global policy**

Without limitation to **clause 12.1** the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

### **12.3 Lessor's insurance**

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on on the Land.

## **13 Lessee's indemnity and warranty**

### **13.1 Indemnity and release**

The Lessee:

- (a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage, loss, death or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts, errors, defaults or omissions of the Lessee or the Lessee's use of the Land; and
- (b) must indemnify and hold harmless the Lessor against all claims resulting from any accident, damage, loss, death or injury in connection with:
  - (i) the Premises and the use and the occupation of the Premises by the Lessee;
  - (ii) the Equipment; and
  - (iii) the Land,

to the extent caused or contributed to by the Lessee's use or occupation of the Land.

### **13.2 Limitation**

- (a) The release and indemnity in **clause 13.1** does not apply to the extent that the accident, damage, loss, death or injury was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.
- (b) Notwithstanding anything in this **clause 13**, the Lessee will not be liable in respect of any Consequential Loss, however that Consequential Loss may arise over the sum of \$1,000,000.

### **13.3 Warranty**

- (a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other lessees of the Land, than is reasonably necessary having regard to the Permitted Use.
- (b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

## **14 Lessee's rights**

### **14.1 No interruption**

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

### **14.2 Equipment to the Premises**

- (a) The Lessor grants the Lessee a license to install Equipment including above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures on the Land or within or on the Lessor's Improvements as is necessary for the safe, continuous or proper use of the Equipment for the Permitted Use.
- (b) To the extent that parts of the Equipment are to be installed at locations exterior to the Premises in accordance with this **clause 14.2**, the Lessor grants a licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations were part of the Premises.
- (c) Installation of Equipment shall not be carried out otherwise than during the hours between 8:00am and 6:00pm Monday to Friday, except in the case of an emergency.

## **15 Access**

### **15.1 Operational access**

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

- (a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use on providing the Lessor with two (2) hours' notice;

- (b) to use in common with the Lessor and its lessees (if any) of other parts of the Land and the Lessor's Improvements, all such electric main wires, watercourses, drains, conduits, risers, installations, appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into, through, along, under, over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and
- (c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

## **15.2 Contact person**

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons nominated for the Lessor and the Lessee respectively, are the persons referred to in **Item 11** or such other person as a party nominates in writing to the other from time to time to be its contact person.

## **15.3 Access protocols**

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this **clause 15.3**, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee.

# **16 Equipment**

## **16.1 Ownership**

The Equipment is and will remain the property of the Lessee notwithstanding that any part thereof may be or become affixed to the Premises or to the Land.

## **16.2 Removal**

Unless there is a Sequential Lease in place between the Lessor and the Lessee, or the Lessor consents to the Lessee holding over in accordance with **clause 4**, within 6 months after expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground on the Land and restore, so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, the Premises to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

# **17 Costs**

## **17.1 Lessee to pay costs**

The Lessee must pay the Lessor's reasonable and proper legal costs and expenses in relation to the Lessor's entry into this Lease to a maximum of \$3,500.00 plus GST together with any reasonable costs incurred by the Lessor in obtaining the consent of any mortgagee, title production costs and all out of pocket expenses (excluding any registration or duty costs).

## **17.2 Tax invoice**

- (a) The Lessor must provide the Lessee with an invoice for the costs incurred under **clause 17.1**.

- (b) The Lessor acknowledges that the invoice required under **clause 17.2(a)** must be prepared by the Lessor and the Lessee is not required to pay costs in an invoice prepared by the Lessor's solicitors.

### **17.3 Payment of legal costs**

The Lessor acknowledges that any legal costs payable under **clause 17.1** will not be paid until the Lessor provides evidence of its compliance with **clause 23**.

### **17.4 Registration**

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

## **18 Assignment and subletting**

### **18.1 Prohibition**

- (a) The Lessee must not assign this Lease or sublet the Premises except under **clause 18.2** or with the prior written consent of the Lessor which must not be unreasonably withheld or delayed.
- (b) Following any such assignment under **clause 18.1(a)**, the Lessee is released from any liability to observe and comply with the obligations under this Lease, or arising from or in connection with this Lease, in respect of any period after the date of assignment.

### **18.2 Exception to prohibition**

- (a) The Lessee may at any time:
  - (i) without the consent of the Lessor, assign this Lease, share any of its rights under this Lease or sublet the Premises:
    - (A) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or
    - (B) to a Related Body Corporate of the Lessee; or
    - (C) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network, or
  - (ii) share any of its rights under this Lease and sublet the Premises to any other third party to which the Lessee has a contractual relationship with to share space for the Permitted Use,  
  
but it must give notice of that assignment or subletting within a reasonable time after it occurs to the Lessor.
- (b) Following any such assignment or subletting pursuant to this **clause 18.2** the Lessee remains liable to observe and comply with the obligations under this Lease and is not released from any such obligations. The Lessee remains responsible for any acts, defaults or omissions of the assignee or sublessee of the Lessee in relation to the Premises under this clause.

### **18.3 Assignment of Sequential Lease**

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

## **19 Termination**

### **19.1 By the Lessor**

In the event of:

- (a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or
- (b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of notice of that breach from the Lessor; or
- (c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' notice of termination to the Lessee.

### **19.2 By the Lessee**

If at any time:

- (a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;
- (b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected, not dealt with within a reasonable time or approved on conditions that are unreasonable in the Lessee's opinion;
- (c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;
- (d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or
- (e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under **clause 19.2(e)**.

### **19.3 Surrender of Sequential Leases**

- (a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.
- (b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of any surrender of any Sequential Lease.
- (c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office and any Lessor's mortgagee's consent, if either is required, to enable the surrender of any Sequential Lease to be registered.



#### **19.4 Rent pro-rata**

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

### **20 Destruction or damage to Premises**

- (a) If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical interference or is destroyed or damaged to an extent which, on a reasonably formed view, materially inhibits the carrying on of the Permitted Use on the Premises then, except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date on which the destruction or damage occurs until the date on which it is repaired.
- (b) If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated within a reasonable time, then that matter must be referred to arbitration under the provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located.
- (c) If the:
  - (i) radio or physical interference is not removed; or
  - (ii) Lessor does not repair the damage or destruction,within 3 months of its occurring, then the Lessee may terminate this Lease on 1 month's notice.

### **21 Notice**

#### **21.1 Service of notice on Lessee**

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

- (a) either:
  - (i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or
  - (ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and
- (b) also served on the Lessee's solicitors, as stated in **Item 12**, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in **clause 21.1(a)**.

#### **21.2 Service of notice on Lessor**

Except for any notice under **clause 15.3**, any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in the Information table or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by facsimile to the Lessor's facsimile number stated in the Information table or such other number as the Lessor notifies in writing to the Lessee; or



- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

### **21.3 Notices**

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.
- (c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00 pm on any day when it will be deemed to be served at 9.00 am on the next day on which business is normally conducted in the place where the notice is being sent.
- (d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

## **22 Where the Premises comprise a colocated site**

### **22.1 Application of clause**

This **clause 22** only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed on the Tower Premises by agreement with the Existing Carrier.

### **22.2 Definitions for clause 22**

For the purposes of **clause 22**:

**Existing Carrier** means the party which is the lessee of the Tower Lease from time to time.

**Tower** means a tower, pole, mast, railing, support or other structure owned or operated by the Existing Carrier, on which Equipment is or is to be installed.

**Tower Lease** means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

**Tower Premises** means the premises demised under the Tower Lease on or within which the Tower is situated.

**Tower Sub-Lease** means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

### **22.3 Consent to Tower Sub-Lease**

The Lessor:

- (a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility on the Tower; and
- (b) agrees that, if required, it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

## 22.4 Termination of the Tower Lease

- (a) Without limiting the matters referred to in **clause 22.3**, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.
- (b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.
- (c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.
- (d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises on the same terms as the Tower Lease, but commencing upon the date on which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. On the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

## 22.5 Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew was able to be exercised by the Lessee and the Lessee had exercised that option; and
- (b) on service of the Renewal Notice by the Lessee, the provisions of **clause 22.4(d)** will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

## **22.6 Additional right of termination**

In the event of the Lessee:

- (a) taking an assignment of the Tower Lease pursuant to **clause 22.4(a)**;
- (b) being granted a lease pursuant to **clauses 22.4(d) or 22.5(b)**,

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

## **22.7 Trilocation**

The Lessor's obligations under **clauses 22.4** and **22.5** are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

## **23 Mortgagee's consent**

### **23.1 Lessor to Obtain**

If the Land is at the Commencing Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

### **23.2 Failure to Obtain**

If the Lessor has not complied with **clause 23.1** within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with **clause 23.1**.

## **24 Concurrent lease**

- (a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days' prior written notice of its intention to do so.
- (b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

7

K

S. Marek

## Execution

The Common Seal of **THE OWNERS -**  
**STRATA PLAN 76137** was affixed on  
18 JANUARY 2022 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]  
Signature of authorised person

S. Morgan  
Signature of authorised person

KELVIN ANDREWS  
Signature of authorised person

SARAH MORGAN  
Signature of authorised person

TREASURER  
Office held

SECRETARY  
Office held

I certify that the attorney signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Certified correct for the purposes of the Real  
Property Act 1900 by the attorney named  
below who signed this instrument pursuant to  
the power of attorney specified.

[Signature]  
Signature of witness

[Signature]  
Signature of attorney

SABGA ABOLVI  
Name of witness

Jonathon Ronald Stevens Purbrick

Attorney's name

L1177 PACIFIC HWY  
NORTH SYDNEY  
NSW 2060  
Address of witness

Signing on behalf of **Vodafone Network Pty**  
**Limited ACN 081 918 461**

Power of attorney

-Book 4662  
-No 196

Dated: 16-02-2022



## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28 JANUARY 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: KELVIN ANDREWS Authority: TREASURER

Signature: [Signature] Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

\* Strike through if Inapplicable.



## Approved Form 13

### Certificate of Owners Corporation

#### Special Resolution

The owners corporation certifies that on ^.....9 December 2021..... it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 76137 was affixed on ^.....28 JANUARY 2022..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: KELVIN ANDREW Authority: TREASURER

Signature: [Signature] Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

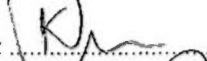


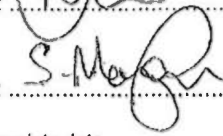
[Signature]

## Approved Form 23

### Attestation

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28/1/2022 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: KELVIN ANDREWS Authority: TREASURER

Signature:  Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date





Lodger Details

Lodger Code 504011  
Name J S MUELLER & CO  
Address 240 PRINCES HWY  
ARNCLIFFE 2205  
Lodger Box 1W  
Email JEFFREYMUELLER@MUELLERS.COM.AU  
Reference JSM:37088

For Office Use Only

AR967796

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

CP/SP76137

Land Extent

PART OF THE LAND

Part Land Description

PART FOLIO IDENTIFIER CP/SP76137 BEING AREA SHOWN HATCHED BLACK ON THE PLAN ANNEXED AND MARKED "B"

Lessor

Name THE OWNERS - STRATA PLAN NO. SP76137

Lessee

Name VODAFONE NETWORK PTY LTD  
ACN 081918461  
Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 5 YEARS  
Commencing Date 01/08/2026  
Terminating Date 31/07/2031  
Option to Renew NO  
Option to Purchase NO

Rent Details

Payment Terms Monthly in advance  
Rent Description Item 7 of Information Table

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.  
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.  
The Certifier has retained the evidence supporting this Registry Instrument or Document.  
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP76137  
Signer Name JEFFREY STEVEN MUELLER  
Signer Organisation PARTNERS OF J S MUELLER & CO  
Signer Role PRACTITIONER CERTIFIER  
Execution Date 16/03/2022

Form: 07L  
Edition: 1309  
Licence: 04-08-438  
Licensee: Corrs Chambers Westgarth

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

**AR967796F**

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

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENTITLE**

Property leased  
Part folio identifier CP/SP76137, being area shown hatched black on the plan annexed and marked 'B'.

**(B) LODGED BY**

Document Collection Box  599D	Name, Address or DX, Telephone, and Customer Account Number, if any Customer Account Number: 123648F Corrs Chambers Westgarth GPO Box 9925 BRISBANE QLD 4001 (07) 3228 9305 Reference: GH/JC:9166340	CODE  <b>L</b>
---	--	----------------------

**(C) LESSOR**

THE OWNERS – STRATA PLAN NO. 76137

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

**(F)**

TENANCY:

- (G) 1. TERM:** 5 years
2. **COMMENCING DATE:** 01/08/2026
3. **TERMINATING DATE:** 31/07/2031
5. With an **OPTION TO PURCHASE** set out in clause Not Applicable
6. Together with and reserving the **RIGHTS** set out in clause Not Applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto
8. Incorporates the provisions set out in Not Applicable with the Land and Property Management Authority as No(s). Not Applicable
9. The **RENT** is set out in **Item 7 of the Information table in Annexure**

DATE: \_\_\_\_\_  
..... dd mm yyyy

(H) FOR EXECUTION CLAUSES, SEE PAGE 23.

(I) STATUTORY DECLARATION \*

I

on behalf of

solemnly and sincerely declare that-

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

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

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_  
in the presence of-

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

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

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

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

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

## Annexure A

This is Annexure A referred to in the lease between **The Owners – Strata Plan No. 76137** (as lessor) and **Vodafone Network Pty Ltd** ACN 081 918 461 (as lessee)

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*S. Morgan*

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## Information Table

### Parties

Name	<b>The Owners – Strata Plan No. 76137</b>
ABN	
Short form name	<b>Lessor</b>
Notice details	The Owners Strata Plan No. 76137 c/- Motto Apartments, 8 Eve Street, Erskineville NSW 2043 Attention: Sarah Morgan
Email address	
Name	<b>Vodafone Network Pty Limited</b> ACN 081 918 461
ABN	31 081 918 461
Short form name	<b>Lessee</b>
Notice details	Vodafone Central, Level 1, 177 Pacific Highway, North Sydney NSW 2060 or such other address as may be the registered office of the Lessee from time to time Attention: General Counsel Vodafone ID: Site No. 240857

### Items

<b>Item 1</b>	<b>Premises (clause 1.1)</b> The area of the Land shown on the plan in <b>Annexure B</b> being part of the property known as 8 Eve St, Erskineville NSW 2043
<b>Item 2</b>	<b>Land (clause 1.1)</b> The part of the land comprised in Folio Identifier CP/SP76137
<b>Item 3</b>	<b>Commencing Date (clause 1.1)</b> 1 August 2026
<b>Item 4</b>	<b>Terminating Date (clause 1.1)</b> 31 August 2031
<b>Item 5</b>	<b>Term (clause 1.1)</b> 5 years
<b>Item 6</b>	<b>Break Date (clause 1.1 &amp; clause 3.2)</b> Each of the following dates:  the date that is 15 years before the Terminating Date if the Term exceeds 15 years; and  the date that is 10 years before the Terminating Date if the Term exceeds 10 years; and  the date that is 5 years before the Terminating Date if the Term exceeds 5 years; and

expiry date of first sequential lease.

**Item 7 Rent (clauses 1.1 and 6.1)**

At the Commencing Date the sum payable in the immediately preceding year adjusted in accordance with **clause 7** and thereafter as reviewed pursuant to the terms of this Lease.

**Item 8 Rental Day**

The Commencing Date and then on the same day of each month of the Term, **clause 6.3** being not applicable in this Lease.

**Item 9 Review Factor (clause 7)**

3%

**Item 10 Lessor's Bank Account (clause 6.2)**

Bank: Macquarie Bank Limited ( MBL)  
Branch: Sydney  
Account Name: ATF SP 76137  
BSB: 182-222  
Account Number: 2831-24030

**Item 11 Contact person (clause 15.2)**

Lessee: Account Manager, Vodafone Account  
Colliers International (NSW) Pty Ltd  
Telephone: (02) 9957 6611  
Facsimile: (02) 9957 2990  
Lessor: The Owners – Strata Plan 76137  
Telephone: (02) 9267 6334  
Facsimile:

**Item 12 Lessee's solicitors (clause 21)**

Corrs Chambers Westgarth  
Level 42, 111 Eagle Street  
BRISBANE QLD 4000

Telephone: (07) 3228 9333  
Facsimile : (07) 3228 9444

## Agreed terms

### 1 Defined terms and interpretation

#### 1.1 Defined terms

<b>Break Date</b>	The date stated in <b>Item 6</b> .
<b>Carrier</b>	A carrier as defined in the Telecommunications Act.
<b>Commencing Date</b>	The date specified in <b>Item 3</b> .
<b>Consequential Loss</b>	Any loss, not arising naturally, and not arising according to the usual course of things from the relevant breach, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.
<b>Equipment</b>	Those items of plant and/or equipment of the Lessee, including all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin on the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee for use in connection with its communication network.
<b>Equipment Cabin</b>	That part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its Equipment.
<b>GST</b>	Goods and services tax as described in the GST Law.
<b>GST Law</b>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>GST Rate</b>	The prevailing rate of the GST payable in accordance with the GST Law.
<b>Information table</b>	The part of this Lease described as the Information table.
<b>Item</b>	An item in the Information table.
<b>Land</b>	The land specified in <b>Item 2</b> .
<b>Lessor's Improvements</b>	The building or other structure on the Land owned or used by the Lessor on or within which the Premises are situated.
<b>Permitted Use</b>	Constructing, maintaining, operating and upgrading a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering and replacing the Equipment consistent with the evolving nature of telecommunications services.
<b>Physical Installation</b>	The installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use but does not include entering the Land to undertake an inspection or surveying the Land.
<b>Plan</b>	The lease plan which is annexed to this Lease as <b>Annexure B</b> .
<b>Premises</b>	The premises described in <b>Item 1</b> of the Information table.



<b>Related Body Corporate</b>	Has the meaning attributed to that term by Section 9 of the <i>Corporations Act 2001</i> (Cth).
<b>Rent</b>	The amount specified in <b>Item 7</b> .
<b>Rental Day</b>	The days referred to at <b>Item 8</b> .
<b>Review Date</b>	Each anniversary of the first Rental Day.
<b>Review Factor</b>	The percentage set out at <b>Item 9</b> .
<b>Secure Premises</b>	Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.
<b>Sequential Lease</b>	A lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.
<b>Tax Invoice</b>	Has the meaning given in the GST Law.
<b>Taxable Supply</b>	Has the meaning given in the GST Law.
<b>Telecommunications Act</b>	The <i>Telecommunications Act 1997</i> (Cth).
<b>Term</b>	The term specified in <b>Item 5</b> .
<b>Terminating Date</b>	The date specified in <b>Item 4</b> .

## 1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

- (a) Statutes, regulations, proclamations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, proclamations, ordinances or by-laws under that statute;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) any gender includes a reference to the other genders and each of them;
- (d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;
- (e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;
- (f) a company or a corporation includes a person and vice versa;
- (g) a clause number shall mean a reference to the respective clauses of this Lease;
- (h) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted, renamed or replaced or that any of its powers or functions are transferred to any other entity, body or group refer respectively to any such entity, body or group established or constituted in lieu thereof or succeeding to similar powers or functions;
- (i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and on the Land with the consent of that party;

- (j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months;
- (k) the word 'including' in any form is not a word of limitation;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (m) a reference to this Lease includes the forms, schedules, annexures and exhibits to this Lease and where amended means this Lease as amended; and
- (n) any thing or amount is a reference to the whole and to each part of it.

### **1.3 Headings**

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

### **1.4 All parties bound**

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

### **1.5 Third parties**

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

### **1.6 Severance**

If any covenant, agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants, agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

## **2 Statutory provisions**

### **2.1 Exclusions**

- (a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.
- (b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

### **2.2 Telecommunications Act**

- (a) A request to access the Land and to install or maintain Equipment on the Land, is an exercise by the Lessee of power under Schedule 3 of the Telecommunications Act, notwithstanding that the parties must also comply with the terms of this Lease in relation to the use of the Land.
- (b) For the purposes of clause 17(5) of Schedule 3 of the Telecommunications Act, the Lessor is deemed to have waived any requirement for the Lessee to provide or for

the Lessor to receive any notice otherwise required under those statutory provisions regarding any activity otherwise the subject of this Lease.

- (c) This Lease will be treated (where applicable) as an agreement entered into for the purposes of clause 11(1) of Schedule 3 of the Telecommunications Act.
- (d) Nothing in this Lease operates to limit the exercise of the Lessee of any power the Lessee may at any time have under Schedule 3 of the Telecommunications Act, provided however that the Lessee must not exercise such a right in a manner which is inconsistent with an express provision of this Lease.
- (e) In consideration of the performance of the Lessee's obligations under this Lease, the Lessor forever waives its rights, and must not make any claim for compensation, under clause 42 (and for the avoidance of doubt clause 62) of Schedule 3 of the Telecommunications Act in relation to the access to the Land, or the installation of the Equipment on the Land, by the Lessee. For the avoidance of doubt, notwithstanding this **clause 2.2(e)**, the parties agree that any amount paid by the Lessee under this Lease exceeds the amount of such compensation which would have been payable in any event.

### 3 Lease for the Term

#### 3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

#### 3.2 Termination on a Break Date

If the Lessee gives to the Lessor, at any time not later than 6 months prior to a Break Date, a notice that it wishes to terminate this Lease on that Break Date, then this Lease will come to an end on the Break Date so specified.

### 4 Holding over

- (a) If the Lessee continues to occupy the Premises with the consent of the Lessor beyond the Terminating Date otherwise then pursuant to a Sequential Lease, the Lessee shall occupy the Premises on an 18 month basis, at a Rent payable by equal monthly instalments in advance (at the same Rent as during the year preceding the Terminating Date increased by the Review Factor) and otherwise on the same terms and conditions as this Lease.
- (b) The tenancy so created is determinable at any time by either party by the party giving at least 18 months' prior notice to the other party, to expire on any date.

### 5 Permitted use

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may during the Term, as is permitted under this Lease, use the Premises on the Land, the Lessor's Improvements and the Land for the Permitted Use.

## 6 Payment of Rent

### 6.1 Payment

- (a) Subject to **clauses 6.1(b), 6.1(c)** and **6.3** the Lessee must pay the Rent in advance on the Rental Days.
- (b) The Lessor acknowledges and agrees with the Lessee that:
  - (i) it is the Lessee's practice to pay monthly instalments of Rent on or before the seventh day of each month; and
  - (ii) the Lessor accepts that practice and will not make any claim or demand arising from or in connection with that practice.
- (c) The Lessee may make a pro-rata payment in respect of Rent or any other payment under this Lease, where a payment period is less than as specified in this Lease (for example where Rent is due for a period less than a month).

### 6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 10**. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in **Item 10** provided that notice of any such nomination is received by the Lessee not less than 30 days prior to the relevant Rental Day. Payment by EFT by the Lessee's banker to the relevant nominated account by the relevant Rental Day is a full discharge for the payment.

### 6.3 Rent deferred

- (a) In this clause:  
**Fit-Out Period** means the period of twelve weeks starting on the date the Lessee commences Physical Installation.
- (b) The Lessee's obligation to pay Rent will not commence until the earlier of:
  - (i) the day following the expiry of the Fit-Out period;
  - (ii) the date the Lessee commences transmission of signals from the Premises; and
  - (iii) the date which is six (6) months after the Commencing Date.
- (c) Subject to **clauses 6.1(b)** and **6.1(c)**, the Rental Day for the balance of the Term will be the date of the first Rental Day in each succeeding month during the Term.
- (d) The Lessee may install the Equipment on the Premises during the Fit-Out Period.

## 7 Rent reviews

On each Review Date the Rent will be increased by the Review Factor.

## 8 Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates, taxes and outgoings (other than any electricity cost payable by the Lessee under **clause 10**) which may be payable in relation to the Premises.

## 9 GST

In this **clause 9**, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

### 9.1 GST

- (a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.
- (b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
- (c) Unless expressly indicated in **clause 9.2**, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.
- (d) Unless expressly indicated in **clause 9.2**, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.
- (e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

### 9.2 Recipient Created Tax Invoice (RCTI)

- (a) For the purposes of this **clause 9.2**, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This **clause 9.2** applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.
- (b) The parties agree that:
  - (i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and
  - (ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.
- (c) The Lessee (or its agent):
  - (i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;
  - (ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;
  - (iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the *New Tax System (Goods and Services Tax) Act 1999* *Classes of Recipient Created Tax Invoice Determination (No. 1) 2000*.
- (d) The Lessor acknowledges that:
  - (i) it is registered for GST and has been allocated an Australian Business Number; and
  - (ii) it will inform the Lessee if it ceases to be registered for GST.

- (e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

### **9.3 Input tax credit entitlement**

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

## **10 Electricity**

### **10.1 Supply**

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

### **10.2 Metering**

- (a) If it is reasonably practicable to do so, the electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.
- (b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

## **11 Lessor's covenants**

### **11.1 Quiet enjoyment**

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

### **11.2 Interference**

- (a) The Lessor acknowledges that the Permitted Use relies on the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.
- (b) The Lessor must not use or erect, or permit the use or erection of, any structure on, above or below the Land or on the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.
- (c) The Lessee may at any time notify the Lessor of interference which the Lessee reasonably considers to be caused or permitted by the Lessor. If within 48 hours of receiving such notice, the Lessor cannot reasonably demonstrate that the interference is not being caused by the Lessor, the Lessor must ensure immediate discontinuation of the interference.

### **11.3 Secure Access**

If the Lessor owns the tower or building, or uses a structure on the Land, on which the Equipment is installed by the Lessee, then the Lessor must:

- (a) ensure that access to the Equipment on the tower or building is maintained securely so that unauthorised persons cannot gain access to the Equipment; and
- (b) indemnify the Lessee against any loss or damage incurred by the Lessee as a result of any breach of the above clause by the Lessor.

### **11.4 Maintenance of Lessor's Improvements**

The Lessor must, at the Lessor's cost and expense, keep the Lessor's Improvements in a good, tenantable and safe condition, except to the extent that this is an obligation of the Lessee under this Lease.

## **12 Insurance**

### **12.1 Cover**

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency evidencing adequate insurance in respect of the Premises for:

- (a) public and products liability to an amount of not less than \$20,000,000; and
- (b) industrial special risk.

### **12.2 Global policy**

Without limitation to **clause 12.1** the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

### **12.3 Lessor's insurance**

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on on the Land.

## **13 Lessee's indemnity and warranty**

### **13.1 Indemnity and release**

The Lessee:

- (a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage, loss, death or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts, errors, defaults or omissions of the Lessee or the Lessee's use of the Land; and
- (b) must indemnify and hold harmless the Lessor against all claims resulting from any accident, damage, loss, death or injury in connection with:
  - (i) the Premises and the use and the occupation of the Premises by the Lessee;
  - (ii) the Equipment; and
  - (iii) the Land,

to the extent caused or contributed to by the Lessee's use or occupation of the Land.

### **13.2 Limitation**

- (a) The release and indemnity in **clause 13.1** does not apply to the extent that the accident, damage, loss, death or injury was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.
- (b) Notwithstanding anything in this **clause 13**, the Lessee will not be liable in respect of any Consequential Loss, however that Consequential Loss may arise over the sum of \$1,000,000.

### **13.3 Warranty**

- (a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other lessees of the Land, than is reasonably necessary having regard to the Permitted Use.
- (b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

## **14 Lessee's rights**

### **14.1 No interruption**

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

### **14.2 Equipment to the Premises**

- (a) The Lessor grants the Lessee a license to install Equipment including above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures on the Land or within or on the Lessor's Improvements as is necessary for the safe, continuous or proper use of the Equipment for the Permitted Use.
- (b) To the extent that parts of the Equipment are to be installed at locations exterior to the Premises in accordance with this **clause 14.2**, the Lessor grants a licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations were part of the Premises.
- (c) Installation of Equipment shall not be carried out otherwise than during the hours between 8:00am and 6:00pm Monday to Friday, except in the case of an emergency.

## **15 Access**

### **15.1 Operational access**

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

- (a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use on providing the Lessor with two (2) hours' notice;



- (b) to use in common with the Lessor and its lessees (if any) of other parts of the Land and the Lessor's Improvements, all such electric main wires, watercourses, drains, conduits, risers, installations, appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into, through, along, under, over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and
- (c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

## **15.2 Contact person**

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons nominated for the Lessor and the Lessee respectively, are the persons referred to in **Item 11** or such other person as a party nominates in writing to the other from time to time to be its contact person.

## **15.3 Access protocols**

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this **clause 15.3**, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee.

# **16 Equipment**

## **16.1 Ownership**

The Equipment is and will remain the property of the Lessee notwithstanding that any part thereof may be or become affixed to the Premises or to the Land.

## **16.2 Removal**

Unless there is a Sequential Lease in place between the Lessor and the Lessee, or the Lessor consents to the Lessee holding over in accordance with **clause 4**, within 6 months after expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground on the Land and restore, so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, the Premises to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

# **17 Costs**

## **17.1 Costs**

Each party must pay its own legal costs of and incidental to the preparation and completion of this Lease.

## **17.2 Registration**

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

## 18 Assignment and subletting

### 18.1 Prohibition

- (a) The Lessee must not assign this Lease or sublet the Premises except under **clause 18.2** or with the prior written consent of the Lessor which must not be unreasonably withheld or delayed.
- (b) Following any such assignment under **clause 18.1(a)**, the Lessee is released from any liability to observe and comply with the obligations under this Lease, or arising from or in connection with this Lease, in respect of any period after the date of assignment.

### 18.2 Exception to prohibition

- (a) The Lessee may at any time:
  - (i) without the consent of the Lessor, assign this Lease, share any of its rights under this Lease or sublet the Premises:
    - (A) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or
    - (B) to a Related Body Corporate of the Lessee; or
    - (C) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network, or
  - (ii) share any of its rights under this Lease and sublet the Premises to any other third party to which the Lessee has a contractual relationship with to share space for the Permitted Use,but it must give notice of that assignment or subletting within a reasonable time after it occurs to the Lessor.
- (b) Following any such assignment or subletting pursuant to this **clause 18.2** the Lessee remains liable to observe and comply with the obligations under this Lease and is not released from any such obligations. The Lessee remains responsible for any acts, defaults or omissions of the assignee or sublessee of the Lessee in relation to the Premises under this clause.

### 18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

## 19 Termination

### 19.1 By the Lessor

In the event of:

- (a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or
- (b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of notice of that breach from the Lessor; or
- (c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' notice of termination to the Lessee.

## **19.2 By the Lessee**

If at any time:

- (a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;
- (b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected, not dealt with within a reasonable time or approved on conditions that are unreasonable in the Lessee's opinion;
- (c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;
- (d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or
- (e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under **clause 19.2(e)**.

## **19.3 Surrender of Sequential Leases**

- (a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.
- (b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of any surrender of any Sequential Lease.
- (c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office and any Lessor's mortgagee's consent, if either is required, to enable the surrender of any Sequential Lease to be registered.

## **19.4 Rent pro-rata**

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

## **20 Destruction or damage to Premises**

- (a) If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical interference or is destroyed or damaged to an extent which, on a reasonably formed view, materially inhibits the carrying on of the Permitted Use on the Premises then, except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date on which the destruction or damage occurs until the date on which it is repaired.
- (b) If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated within a reasonable time, then that matter must be referred to arbitration under the

provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located.

- (c) If the:
  - (i) radio or physical interference is not removed; or
  - (ii) Lessor does not repair the damage or destruction,within 3 months of its occurring, then the Lessee may terminate this Lease on 1 month's notice.

## 21 Notice

### 21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

- (a) either:
  - (i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or
  - (ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and
- (b) also served on the Lessee's solicitors, as stated in **Item 12**, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in **clause 21.1(a)**.

### 21.2 Service of notice on Lessor

Except for any notice under **clause 15.3**, any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in the Information table or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by facsimile to the Lessor's facsimile number stated in the Information table or such other number as the Lessor notifies in writing to the Lessee; or
- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

### 21.3 Notices

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.
- (c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00 pm on any day when it will be deemed to be served at 9.00 am

on the next day on which business is normally conducted in the place where the notice is being sent.

- (d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

## **22 Where the Premises comprise a colocated site**

### **22.1 Application of clause**

This **clause 22** only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed on the Tower Premises by agreement with the Existing Carrier.

### **22.2 Definitions for clause 22**

For the purposes of **clause 22**:

**Existing Carrier** means the party which is the lessee of the Tower Lease from time to time.

**Tower** means a tower, pole, mast, railing, support or other structure owned or operated by the Existing Carrier, on which Equipment is or is to be installed.

**Tower Lease** means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

**Tower Premises** means the premises demised under the Tower Lease on or within which the Tower is situated.

**Tower Sub-Lease** means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

### **22.3 Consent to Tower Sub-Lease**

The Lessor:

- (a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility on the Tower; and
- (b) agrees that, if required, it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

### **22.4 Termination of the Tower Lease**

- (a) Without limiting the matters referred to in **clause 22.3**, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.
- (b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give

notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.

- (c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.
- (d) If the Lessee gives a Lessee's Notice; the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises on the same terms as the Tower Lease, but commencing upon the date on which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. On the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

## **22.5 Option in Tower Lease**

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew was able to be exercised by the Lessee and the Lessee had exercised that option; and
- (b) on service of the Renewal Notice by the Lessee, the provisions of **clause 22.4(d)** will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

## **22.6 Additional right of termination**

In the event of the Lessee:

- (a) taking an assignment of the Tower Lease pursuant to **clause 22.4(a)**;
- (b) being granted a lease pursuant to **clauses 22.4(d)** or **22.5(b)**,

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

## **22.7 Trilocation**

The Lessor's obligations under **clauses 22.4** and **22.5** are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

## 23 Mortgagee's consent

### 23.1 Lessor to Obtain

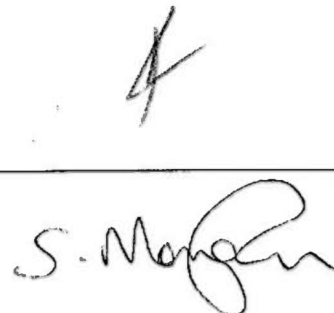
If the Land is at the Commencing Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

### 23.2 Failure to Obtain

If the Lessor has not complied with **clause 23.1** within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with **clause 23.1**.

## 24 Concurrent lease


- (a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days' prior written notice of its intention to do so.
- (b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

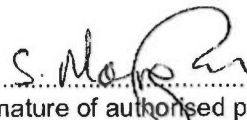


## Execution

The Common Seal of **THE OWNERS -** )  
**STRATA PLAN 76137** was affixed on )  
**28 JANUARY 2022** 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 of authorised person

  
Signature of authorised person

**KELVIN ANDREWS**  
Signature of authorised person

**SARAH MORGAN**  
Signature of authorised person

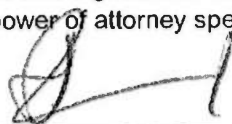
**TREASURER**  
Office held

**SECRETARY**  
Office held

I certify that the attorney signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

  
Signature of witness

Certified correct for the purposes of the Real  
Property Act 1900 by the attorney named  
below who signed this instrument pursuant to  
the power of attorney specified.

  
Signature of attorney

**SABRA ABALI**  
Name of witness

**Jonathon Ronald Stevens Purbrick**  
Attorney's name

**L1177 PACIFIC HWY**  
**NORTH SYDNEY**  
Address of witness **NSW 2060**

Signing on behalf of **Vodafone Network Pty**  
**Limited ACN 081 918 461**

Power of attorney -Book **4652**  
-No **196**

Dated: **16-02-2022**





## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28 JANUARY 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: KEVIN ANDREW Authority: TREASURER

Signature: [Signature] Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

\* Strike through if inapplicable.



[Signature]

## Approved Form 13


### Certificate of Owners Corporation

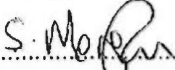
#### Special Resolution

The owners corporation certifies that on <sup>9</sup> ~~December~~ <sup>2021</sup>, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 76137 was affixed on <sup>28</sup> ~~JANUARY~~ <sup>2022</sup> in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: KEVIN ANDREW Authority: TREASURER

Signature:  Name: SARAH MORGAN Authority: SECRETARY

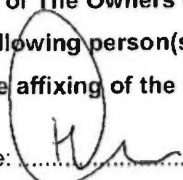
<sup>^</sup> Insert appropriate date

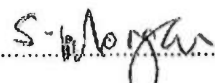
A handwritten mark, possibly a signature or initials, located at the bottom right of the page.

## Approved Form 23

### Attestation

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28/1/2022 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: KELVIN ANDREW Authority: TREASURER

Signature:  Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date



**Lodger Details**

Lodger Code 504011  
Name J S MUELLER & CO  
Address 240 PRINCES HWY  
ARNCLIFFE 2205  
Lodger Box 1W  
Email JEFFREYMUELLER@MUELLERS.COM.AU  
Reference JSM:37088

For Office Use Only

AR967797

**LEASE**

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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.

**Land Title Reference**

CP/SP76137

**Land Extent**

PART OF THE LAND

**Part Land Description**

PART FOLIO IDENTIFIER CP/SP76137 BEING AREA SHOWN HATCHED BLACK ON THE PLAN ANNEXED AND MARKED "B"

**Lessor**

Name THE OWNERS - STRATA PLAN NO. SP76137

**Lessee**

Name VODAFONE NETWORK PTY LTD  
ACN 081918461

Tenancy (inc. share) SOLE PROPRIETOR

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

**Lease Details**

Term 5 YEARS  
Commencing Date 01/08/2031  
Terminating Date 31/07/2036  
Option to Renew NO  
Option to Purchase NO

**Rent Details**

Payment Terms Monthly in advance  
Rent Description Item 7 of Information Table

**Conditions and Provisions**

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

**Lessor Execution**

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

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

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

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

**Executed on behalf of** THE OWNERS - STRATA PLAN NO. SP76137

**Signer Name** JEFFREY STEVEN MUELLER

**Signer Organisation** PARTNERS OF J S MUELLER & CO

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 16/03/2022

Form: 07L  
Edition: 1309  
Licence: 04-08-438  
Licensee: Corrs Chambers Westgarth

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

**AR967797D**

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

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Property leased  
Part folio identifier CP/SP76137, being area shown hatched black on the plan annexed and marked 'B'.

**(B) LODGED BY**

Document  
Collection  
Box

599D

Name, Address or DX, Telephone, and Customer Account Number, if any

Customer Account Number: 123648F

Corrs Chambers Westgarth

GPO Box 9925

BRISBANE QLD 4001

(07) 3228 9305

Reference: GH/JC:9166340

**CODE**

**L**

**(C) LESSOR**

**THE OWNERS – STRATA PLAN NO. 76137**

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

**VODAFONE NETWORK PTY LTD ACN 081 918 461**

**(F)**

**TENANCY:**

- (G) 1. TERM:** 5 years
2. **COMMENCING DATE:** 01/08/2031
3. **TERMINATING DATE:** 31/07/2036
5. With an **OPTION TO PURCHASE** set out in clause Not Applicable
6. Together with and reserving the **RIGHTS** set out in clause Not Applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto
8. Incorporates the provisions set out in Not Applicable with the Land and Property Management Authority as No(s). Not Applicable
9. The **RENT** is set out in **Item 7 of the Information table in Annexure**

DATE: ..... dd mm yyyy

(H) FOR EXECUTION CLAUSES, SEE PAGE 23.

(I) STATUTORY DECLARATION \*

I

on behalf of

solemnly and sincerely declare that—

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

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

Made and subscribed at ..... in the State of ..... on  
in the presence of-

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

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

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

Signature of witness: ..... Signature of lessor: .....

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

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

## Annexure A

This is Annexure A referred to in the lease between **The Owners – Strata Plan No. 76137** (as lessor) and **Vodafone Network Pty Ltd** ACN 081 918 461 (as lessee)

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*S. Morgan*



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## Information Table

### Parties

Name	<b>The Owners – Strata Plan No. 76137</b>
ABN	
Short form name	<b>Lessor</b>
Notice details	The Owners Strata Plan No. 76137 c/- Motto Apartments, 8 Eve Street, Erskineville NSW 2043 Attention: Sarah Morgan
Email address	
Name	<b>Vodafone Network Pty Limited ACN 081 918 461</b>
ABN	31 081 918 461
Short form name	<b>Lessee</b>
Notice details	Vodafone Central, Level 1, 177 Pacific Highway, North Sydney NSW 2060 or such other address as may be the registered office of the Lessee from time to time  Attention: General Counsel Vodafone ID: Site No. 240857

### Items

<b>Item 1</b>	<b>Premises (clause 1.1)</b>  The area of the Land shown on the plan in <b>Annexure B</b> being part of the property known as 8 Eve St, Erskineville NSW 2043
<b>Item 2</b>	<b>Land (clause 1.1)</b>  The part of the land comprised in Folio Identifier CP/SP76137
<b>Item 3</b>	<b>Commencing Date (clause 1.1)</b>  1 August 2031
<b>Item 4</b>	<b>Terminating Date (clause 1.1)</b>  31 July 2036
<b>Item 5</b>	<b>Term (clause 1.1)</b>  5 years
<b>Item 6</b>	<b>Break Date (clause 1.1 &amp; clause 3.2)</b>  Each of the following dates:  the date that is 15 years before the Terminating Date if the Term exceeds 15 years; and  the date that is 10 years before the Terminating Date if the Term exceeds 10 years; and  the date that is 5 years before the Terminating Date if the Term exceeds 5 years; and

expiry date of first sequential lease.

**Item 7 Rent (clauses 1.1 and 6.1)**

At the Commencing Date the sum payable in the immediately preceding year adjusted in accordance with **clause 7** and thereafter as reviewed pursuant to the terms of this Lease.

**Item 8 Rental Day**

The Commencing Date and then on the same day of each month of the Term, **clause 6.3** being not applicable in this Lease.

**Item 9 Review Factor (clause 7)**

3%

**Item 10 Lessor's Bank Account (clause 6.2)**

Bank: Macquarie Bank Limited ( MBL)  
Branch: Sydney  
Account Name: ATF SP 76137  
BSB: 182-222  
Account Number: 2831-24030

**Item 11 Contact person (clause 15.2)**

Lessee: Account Manager, Vodafone Account  
Colliers International (NSW) Pty Ltd  
Telephone: (02) 9957 6611  
Facsimile: (02) 9957 2990  
Lessor: The Owners – Strata Plan 76137  
Telephone: (02) 9267 6334  
Facsimile:

**Item 12 Lessee's solicitors (clause 21)**

Corrs Chambers Westgarth  
Level 42, 111 Eagle Street  
BRISBANE QLD 4000

Telephone: (07) 3228 9333  
Facsimile : (07) 3228 9444

# Agreed terms

## 1 Defined terms and interpretation

### 1.1 Defined terms

<b>Break Date</b>	The date stated in <b>Item 6</b> .
<b>Carrier</b>	A carrier as defined in the Telecommunications Act.
<b>Commencing Date</b>	The date specified in <b>Item 3</b> .
<b>Consequential Loss</b>	Any loss, not arising naturally, and not arising according to the usual course of things from the relevant breach, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.
<b>Equipment</b>	Those items of plant and/or equipment of the Lessee, including all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin on the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee for use in connection with its communication network.
<b>Equipment Cabin</b>	That part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its Equipment.
<b>GST</b>	Goods and services tax as described in the GST Law.
<b>GST Law</b>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>GST Rate</b>	The prevailing rate of the GST payable in accordance with the GST Law.
<b>Information table</b>	The part of this Lease described as the Information table.
<b>Item</b>	An item in the Information table.
<b>Land</b>	The land specified in <b>Item 2</b> .
<b>Lessor's Improvements</b>	The building or other structure on the Land owned or used by the Lessor on or within which the Premises are situated.
<b>Permitted Use</b>	Constructing, maintaining, operating and upgrading a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering and replacing the Equipment consistent with the evolving nature of telecommunications services.
<b>Physical Installation</b>	The installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use but does not include entering the Land to undertake an inspection or surveying the Land.
<b>Plan</b>	The lease plan which is annexed to this Lease as <b>Annexure B</b> .
<b>Premises</b>	The premises described in <b>Item 1</b> of the Information table.

<b>Related Body Corporate</b>	Has the meaning attributed to that term by Section 9 of the <i>Corporations Act 2001</i> (Cth).
<b>Rent</b>	The amount specified in <b>Item 7</b> .
<b>Rental Day</b>	The days referred to at <b>Item 8</b> .
<b>Review Date</b>	Each anniversary of the first Rental Day.
<b>Review Factor</b>	The percentage set out at <b>Item 9</b> .
<b>Secure Premises</b>	Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.
<b>Sequential Lease</b>	A lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the <b>Term</b> .
<b>Tax Invoice</b>	Has the meaning given in the GST Law.
<b>Taxable Supply</b>	Has the meaning given in the GST Law.
<b>Telecommunications Act</b>	The <i>Telecommunications Act 1997</i> (Cth).
<b>Term</b>	The term specified in <b>Item 5</b> .
<b>Terminating Date</b>	The date specified in <b>Item 4</b> .

## 1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

- (a) Statutes, regulations, proclamations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, proclamations, ordinances or by-laws under that statute;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) any gender includes a reference to the other genders and each of them;
- (d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;
- (e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;
- (f) a company or a corporation includes a person and vice versa;
- (g) a clause number shall mean a reference to the respective clauses of this Lease;
- (h) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted, renamed or replaced or that any of its powers or functions are transferred to any other entity, body or group refer respectively to any such entity, body or group established or constituted in lieu thereof or succeeding to similar powers or functions;
- (i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and on the Land with the consent of that party;

- (j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months;
- (k) the word 'including' in any form is not a word of limitation;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (m) a reference to this Lease includes the forms, schedules, annexures and exhibits to this Lease and where amended means this Lease as amended; and
- (n) any thing or amount is a reference to the whole and to each part of it.

### **1.3 Headings**

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

### **1.4 All parties bound**

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

### **1.5 Third parties**

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

### **1.6 Severance**

If any covenant, agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants, agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

## **2 Statutory provisions**

### **2.1 Exclusions**

- (a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.
- (b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

### **2.2 Telecommunications Act**

- (a) A request to access the Land and to install or maintain Equipment on the Land, is an exercise by the Lessee of power under Schedule 3 of the Telecommunications Act, notwithstanding that the parties must also comply with the terms of this Lease in relation to the use of the Land.
- (b) For the purposes of clause 17(5) of Schedule 3 of the Telecommunications Act, the Lessor is deemed to have waived any requirement for the Lessee to provide or for

the Lessor to receive any notice otherwise required under those statutory provisions regarding any activity otherwise the subject of this Lease.

- (c) This Lease will be treated (where applicable) as an agreement entered into for the purposes of clause 11(1) of Schedule 3 of the Telecommunications Act.
- (d) Nothing in this Lease operates to limit the exercise of the Lessee of any power the Lessee may at any time have under Schedule 3 of the Telecommunications Act, provided however that the Lessee must not exercise such a right in a manner which is inconsistent with an express provision of this Lease.
- (e) In consideration of the performance of the Lessee's obligations under this Lease, the Lessor forever waives its rights, and must not make any claim for compensation, under clause 42 (and for the avoidance of doubt clause 62) of Schedule 3 of the Telecommunications Act in relation to the access to the Land, or the installation of the Equipment on the Land, by the Lessee. For the avoidance of doubt, notwithstanding this **clause 2.2(e)**, the parties agree that any amount paid by the Lessee under this Lease exceeds the amount of such compensation which would have been payable in any event.

### 3 Lease for the Term

#### 3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

#### 3.2 Termination on a Break Date

If the Lessee gives to the Lessor, at any time not later than 6 months prior to a Break Date, a notice that it wishes to terminate this Lease on that Break Date, then this Lease will come to an end on the Break Date so specified.

### 4 Holding over

- (a) If the Lessee continues to occupy the Premises with the consent of the Lessor beyond the Terminating Date otherwise then pursuant to a Sequential Lease, the Lessee shall occupy the Premises on an 18 month basis, at a Rent payable by equal monthly instalments in advance (at the same Rent as during the year preceding the Terminating Date increased by the Review Factor) and otherwise on the same terms and conditions as this Lease.
- (b) The tenancy so created is determinable at any time by either party by the party giving at least 18 months' prior notice to the other party, to expire on any date.

### 5 Permitted use

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may during the Term, as is permitted under this Lease, use the Premises on the Land, the Lessor's Improvements and the Land for the Permitted Use.

## 6 Payment of Rent

### 6.1 Payment

- (a) Subject to **clauses 6.1(b), 6.1(c)** and **6.3** the Lessee must pay the Rent in advance on the Rental Days.
- (b) The Lessor acknowledges and agrees with the Lessee that:
  - (i) it is the Lessee's practice to pay monthly instalments of Rent on or before the seventh day of each month; and
  - (ii) the Lessor accepts that practice and will not make any claim or demand arising from or in connection with that practice.
- (c) The Lessee may make a pro-rata payment in respect of Rent or any other payment under this Lease, where a payment period is less than as specified in this Lease (for example where Rent is due for a period less than a month).

### 6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 10**. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in **Item 10** provided that notice of any such nomination is received by the Lessee not less than 30 days prior to the relevant Rental Day. Payment by EFT by the Lessee's banker to the relevant nominated account by the relevant Rental Day is a full discharge for the payment.

### 6.3 Rent deferred

- (a) In this clause:  
**Fit-Out Period** means the period of twelve weeks starting on the date the Lessee commences Physical Installation.
- (b) The Lessee's obligation to pay Rent will not commence until the earlier of:
  - (i) the day following the expiry of the Fit-Out period;
  - (ii) the date the Lessee commences transmission of signals from the Premises; and
  - (iii) the date which is six (6) months after the Commencing Date.
- (c) Subject to **clauses 6.1(b)** and **6.1(c)**, the Rental Day for the balance of the Term will be the date of the first Rental Day in each succeeding month during the Term.
- (d) The Lessee may install the Equipment on the Premises during the Fit-Out Period.

## 7 Rent reviews

On each Review Date the Rent will be increased by the Review Factor.

## 8 Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates, taxes and outgoings (other than any electricity cost payable by the Lessee under **clause 10**) which may be payable in relation to the Premises.



## 9 GST

In this **clause 9**, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

### 9.1 GST

- (a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.
- (b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
- (c) Unless expressly indicated in **clause 9.2**, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.
- (d) Unless expressly indicated in **clause 9.2**, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.
- (e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

### 9.2 Recipient Created Tax Invoice (RCTI)

- (a) For the purposes of this **clause 9.2**, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This **clause 9.2** applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.
- (b) The parties agree that:
  - (i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and
  - (ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.
- (c) The Lessee (or its agent):
  - (i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;
  - (ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;
  - (iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the *New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000*.
- (d) The Lessor acknowledges that:
  - (i) it is registered for GST and has been allocated an Australian Business Number; and
  - (ii) it will inform the Lessee if it ceases to be registered for GST.

- (e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

### **9.3 Input tax credit entitlement**

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

## **10 Electricity**

### **10.1 Supply**

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

### **10.2 Metering**

- (a) If it is reasonably practicable to do so, the electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.
- (b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

## **11 Lessor's covenants**

### **11.1 Quiet enjoyment**

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

### **11.2 Interference**

- (a) The Lessor acknowledges that the Permitted Use relies on the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.
- (b) The Lessor must not use or erect, or permit the use or erection of, any structure on, above or below the Land or on the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.
- (c) The Lessee may at any time notify the Lessor of interference which the Lessee reasonably considers to be caused or permitted by the Lessor. If within 48 hours of receiving such notice, the Lessor cannot reasonably demonstrate that the interference is not being caused by the Lessor, the Lessor must ensure immediate discontinuation of the interference.

### **11.3 Secure Access**

If the Lessor owns the tower or building, or uses a structure on the Land, on which the Equipment is installed by the Lessee, then the Lessor must:

- (a) ensure that access to the Equipment on the tower or building is maintained securely so that unauthorised persons cannot gain access to the Equipment; and
- (b) indemnify the Lessee against any loss or damage incurred by the Lessee as a result of any breach of the above clause by the Lessor.

### **11.4 Maintenance of Lessor's Improvements**

The Lessor must, at the Lessor's cost and expense, keep the Lessor's Improvements in a good, tenable and safe condition, except to the extent that this is an obligation of the Lessee under this Lease.

## **12 Insurance**

### **12.1 Cover**

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency evidencing adequate insurance in respect of the Premises for:

- (a) public and products liability to an amount of not less than \$20,000,000; and
- (b) industrial special risk.

### **12.2 Global policy**

Without limitation to **clause 12.1** the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

### **12.3 Lessor's insurance**

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on on the Land.

## **13 Lessee's indemnity and warranty**

### **13.1 Indemnity and release**

The Lessee:

- (a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage, loss, death or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts, errors, defaults or omissions of the Lessee or the Lessee's use of the Land; and
- (b) must indemnify and hold harmless the Lessor against all claims resulting from any accident, damage, loss, death or injury in connection with:
  - (i) the Premises and the use and the occupation of the Premises by the Lessee;
  - (ii) the Equipment; and
  - (iii) the Land,

to the extent caused or contributed to by the Lessee's use or occupation of the Land.

### **13.2 Limitation**

- (a) The release and indemnity in **clause 13.1** does not apply to the extent that the accident, damage, loss, death or injury was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.
- (b) Notwithstanding anything in this **clause 13**, the Lessee will not be liable in respect of any Consequential Loss, however that Consequential Loss may arise over the sum of \$1,000,000.

### **13.3 Warranty**

- (a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other lessees of the Land, than is reasonably necessary having regard to the Permitted Use.
- (b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

## **14 Lessee's rights**

### **14.1 No interruption**

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

### **14.2 Equipment to the Premises**

- (a) The Lessor grants the Lessee a license to install Equipment including above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures on the Land or within or on the Lessor's Improvements as is necessary for the safe, continuous or proper use of the Equipment for the Permitted Use.
- (b) To the extent that parts of the Equipment are to be installed at locations exterior to the Premises in accordance with this **clause 14.2**, the Lessor grants a licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations were part of the Premises.
- (c) Installation of Equipment shall not be carried out otherwise than during the hours between 8:00am and 6:00pm Monday to Friday, except in the case of an emergency.

## **15 Access**

### **15.1 Operational access**

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

- (a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use on providing the Lessor with two (2) hours' notice;

- (b) to use in common with the Lessor and its lessees (if any) of other parts of the Land and the Lessor's Improvements, all such electric main wires, watercourses, drains, conduits, risers, installations, appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into, through, along, under, over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and
- (c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

## **15.2 Contact person**

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons nominated for the Lessor and the Lessee respectively, are the persons referred to in **Item 11** or such other person as a party nominates in writing to the other from time to time to be its contact person.

## **15.3 Access protocols**

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this **clause 15.3**, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee.

# **16 Equipment**

## **16.1 Ownership**

The Equipment is and will remain the property of the Lessee notwithstanding that any part thereof may be or become affixed to the Premises or to the Land.

## **16.2 Removal**

Unless there is a Sequential Lease in place between the Lessor and the Lessee, or the Lessor consents to the Lessee holding over in accordance with **clause 4**, within 6 months after expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground on the Land and restore, so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, the Premises to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

# **17 Costs**

## **17.1 Costs**

Each party must pay its own legal costs of and incidental to the preparation and completion of this Lease.

## **17.2 Registration**

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

## **18 Assignment and subletting**

### **18.1 Prohibition**

- (a) The Lessee must not assign this Lease or sublet the Premises except under **clause 18.2** or with the prior written consent of the Lessor which must not be unreasonably withheld or delayed.
- (b) Following any such assignment under **clause 18.1(a)**, the Lessee is released from any liability to observe and comply with the obligations under this Lease, or arising from or in connection with this Lease, in respect of any period after the date of assignment.

### **18.2 Exception to prohibition**

- (a) The Lessee may at any time:
  - (i) without the consent of the Lessor, assign this Lease, share any of its rights under this Lease or sublet the Premises:
    - (A) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or
    - (B) to a Related Body Corporate of the Lessee; or
    - (C) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network, or
  - (ii) share any of its rights under this Lease and sublet the Premises to any other third party to which the Lessee has a contractual relationship with to share space for the Permitted Use,

but it must give notice of that assignment or subletting within a reasonable time after it occurs to the Lessor.
- (b) Following any such assignment or subletting pursuant to this **clause 18.2** the Lessee remains liable to observe and comply with the obligations under this Lease and is not released from any such obligations. The Lessee remains responsible for any acts, defaults or omissions of the assignee or sublessee of the Lessee in relation to the Premises under this clause.

### **18.3 Assignment of Sequential Lease**

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

## **19 Termination**

### **19.1 By the Lessor**

In the event of:

- (a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or
- (b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of notice of that breach from the Lessor; or
- (c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' notice of termination to the Lessee.

## **19.2 By the Lessee**

If at any time:

- (a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;
- (b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected, not dealt with within a reasonable time or approved on conditions that are unreasonable in the Lessee's opinion;
- (c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;
- (d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or
- (e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under **clause 19.2(e)**.

## **19.3 Surrender of Sequential Leases**

- (a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.
- (b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of any surrender of any Sequential Lease.
- (c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office and any Lessor's mortgagee's consent, if either is required, to enable the surrender of any Sequential Lease to be registered.

## **19.4 Rent pro-rata**

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

## **20 Destruction or damage to Premises**

- (a) If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical interference or is destroyed or damaged to an extent which, on a reasonably formed view, materially inhibits the carrying on of the Permitted Use on the Premises then, except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date on which the destruction or damage occurs until the date on which it is repaired.
- (b) If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated within a reasonable time, then that matter must be referred to arbitration under the



provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located.

- (c) If the:
  - (i) radio or physical interference is not removed; or
  - (ii) Lessor does not repair the damage or destruction,within 3 months of its occurring, then the Lessee may terminate this Lease on 1 month's notice.

## 21 Notice

### 21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

- (a) either:
  - (i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or
  - (ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and
- (b) also served on the Lessee's solicitors, as stated in **Item 12**, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in **clause 21.1(a)**.

### 21.2 Service of notice on Lessor

Except for any notice under **clause 15.3**, any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in the Information table or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by facsimile to the Lessor's facsimile number stated in the Information table or such other number as the Lessor notifies in writing to the Lessee; or
- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

### 21.3 Notices

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.
- (c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00 pm on any day when it will be deemed to be served at 9.00 am



on the next day on which business is normally conducted in the place where the notice is being sent.

- (d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

## **22 Where the Premises comprise a colocated site**

### **22.1 Application of clause**

This **clause 22** only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed on the Tower Premises by agreement with the Existing Carrier.

### **22.2 Definitions for clause 22**

For the purposes of **clause 22**:

**Existing Carrier** means the party which is the lessee of the Tower Lease from time to time.

**Tower** means a tower, pole, mast, railing, support or other structure owned or operated by the Existing Carrier, on which Equipment is or is to be installed.

**Tower Lease** means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

**Tower Premises** means the premises demised under the Tower Lease on or within which the Tower is situated.

**Tower Sub-Lease** means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

### **22.3 Consent to Tower Sub-Lease**

The Lessor:

- (a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility on the Tower; and
- (b) agrees that, if required, it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

### **22.4 Termination of the Tower Lease**

- (a) Without limiting the matters referred to in **clause 22.3**, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.
- (b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give

notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.

- (c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.
- (d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises on the same terms as the Tower Lease, but commencing upon the date on which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. On the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

## **22.5 Option in Tower Lease**

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew was able to be exercised by the Lessee and the Lessee had exercised that option; and
- (b) on service of the Renewal Notice by the Lessee, the provisions of **clause 22.4(d)** will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

## **22.6 Additional right of termination**

In the event of the Lessee:

- (a) taking an assignment of the Tower Lease pursuant to **clause 22.4(a)**;
- (b) being granted a lease pursuant to **clauses 22.4(d) or 22.5(b)**,

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

## **22.7 Trilocation**

The Lessor's obligations under **clauses 22.4 and 22.5** are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

## 23 Mortgagee's consent

### 23.1 Lessor to Obtain

If the Land is at the Commencing Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

### 23.2 Failure to Obtain

If the Lessor has not complied with **clause 23.1** within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with **clause 23.1**.

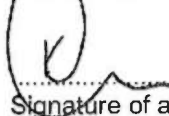
## 24 Concurrent lease

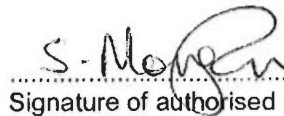
- (a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days' prior written notice of its intention to do so.
- (b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

## Execution

The Common Seal of **THE OWNERS -** )  
**STRATA PLAN 76137** was affixed on )  
**28 JANUARY 2022** 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 of authorised person

  
Signature of authorised person


**KELVIN ANDREWS**  
Signature of authorised person

**SARAH MORGAN**  
Signature of authorised person


**TREASURER**  
Office held

**SECRETARY**  
Office held

I certify that the attorney signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

  
Signature of witness

Certified correct for the purposes of the Real  
Property Act 1900 by the attorney named  
below who signed this instrument pursuant to  
the power of attorney specified.

  
Signature of attorney

**SABBA ABRAHIM**  
Name of witness

**Jonathon Ronald Stevens Purbrick**  
Attorney's name

**L1177 PACIFIC HWY**  
**NORTH SYDNEY**  
Address of witness  
**NSW 2060**

Signing on behalf of **Vodafone Network Pty**  
**Limited ACN 081 918 461**

Power of attorney

-Book

-No

Dated: **16 - 02 - 2022**



## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28 JANUARY 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: KEVIN ANDREW Authority: TREASURER

Signature: [Signature] Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

\* Strike through if Inapplicable.



### Approved Form 13

#### Certificate of Owners Corporation

##### Special Resolution

The owners corporation certifies that on ^ 9/12/2021, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28 JANUARY 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: KELVIN ANDREW Authority: TREASURER

Signature: S. Morgan Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

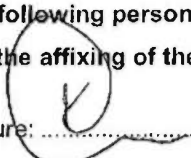


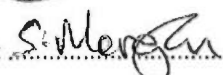
[Signature] KEVIN  
SM  
S. Morgan

### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28/1/2022 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: KELVIN ANDREW Authority: TREASURER

Signature:  Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

A handwritten mark or signature, possibly a stylized letter 'A' or a similar symbol.



Lodger Details

Lodger Code 504011  
Name J S MUELLER & CO  
Address 240 PRINCES HWY  
ARNCLIFFE 2205  
Lodger Box 1W  
Email JEFFREYMUELLER@MUELLERS.COM.AU  
Reference JSM:37088

For Office Use Only

AR967798

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

CP/SP76137

Land Extent

PART OF THE LAND

Part Land Description

PART FOLIO IDENTIFIER CP/SP76137 BEING AREA SHOWN HATCHED BLACK ON THE PLAN ANNEXED AND MARKED "B"

Lessor

Name THE OWNERS - STRATA PLAN NO. SP76137

Lessee

Name VODAFONE NETWORK PTY LTD  
ACN 081918461

Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 5 YEARS  
Commencing Date 01/08/2036  
Terminating Date 31/07/2041  
Option to Renew NO  
Option to Purchase NO

Rent Details

Payment Terms Monthly in advance  
Rent Description Item 7 of Information Table

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP76137

Signer Name JEFFREY STEVEN MUELLER

Signer Organisation PARTNERS OF J S MUELLER & CO

Signer Role PRACTITIONER CERTIFIER

Execution Date 16/03/2022

Form: 07L  
Edition: 1309  
Licence: 04-08-438  
Licensee: Corrs Chambers Westgarth

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

**AR967798B**

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

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENTITLE**

Property leased  
Part folio identifier CP/SP76137, being area shown hatched black on the plan annexed and marked 'B'.

**(B) LODGED BY**

Document Collection Box  599D	Name, Address or DX, Telephone, and Customer Account Number, if any Customer Account Number: 123648F Corrs Chambers Westgarth GPO Box 9925 BRISBANE QLD 4001 (07) 3228 9305 Reference: GH/JC:9166340	CODE  <b>L</b>
---	--	----------------------

**(C) LESSOR**

**THE OWNERS – STRATA PLAN NO. 76137**

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

**VODAFONE NETWORK PTY LTD ACN 081 918 461**

**(F)**

**TENANCY:**

- (G) 1. TERM:** 5 years
2. **COMMENCING DATE:** 01/08/2036
3. **TERMINATING DATE:** 31/07/2041
5. With an **OPTION TO PURCHASE** set out in clause Not Applicable
6. Together with and reserving the **RIGHTS** set out in clause Not Applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto
8. Incorporates the provisions set out in Not Applicable with the Land and Property Management Authority as No(s). Not Applicable
9. The **RENT** is set out in **Item 7 of the Information table in Annexure**

DATE: \_\_\_\_\_  
..... dd mm yyyy

(H) FOR EXECUTION CLAUSES, SEE PAGE 23.

(I) STATUTORY DECLARATION \*

I

on behalf of

solemnly and sincerely declare that—

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

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

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_  
in the presence of—

- ☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor
- ☐ Other qualified witness *[specify]*

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

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

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

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

## Annexure A

This is Annexure A referred to in the lease between **The Owners – Strata Plan No. 76137** (as lessor) and **Vodafone Network Pty Ltd** ACN 081 918 461 (as lessee)

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*S. Mores*

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## Information Table

### Parties

Name	<b>The Owners – Strata Plan No. 76137</b>
ABN	
Short form name	<b>Lessor</b>
Notice details	The Owners Strata Plan No. 76137 c/- Motto Apartments, 8 Eve Street, Erskineville NSW 2043 Attention: Sarah Morgan
Email address	
Name	<b>Vodafone Network Pty Limited</b> ACN 081 918 461
ABN	31 081 918 461
Short form name	<b>Lessee</b>
Notice details	Vodafone Central, Level 1, 177 Pacific Highway, North Sydney NSW 2060 or such other address as may be the registered office of the Lessee from time to time  Attention: General Counsel Vodafone ID: Site No. 240857

### Items

<b>Item 1</b>	<b>Premises (clause 1.1)</b>  The area of the Land shown on the plan in <b>Annexure B</b> being part of the property known as 8 Eve St, Erskineville NSW 2043
<b>Item 2</b>	<b>Land (clause 1.1)</b>  The part of the land comprised in Folio Identifier CP/SP76137
<b>Item 3</b>	<b>Commencing Date (clause 1.1)</b>  1 August 2036
<b>Item 4</b>	<b>Terminating Date (clause 1.1)</b>  31 July 2041
<b>Item 5</b>	<b>Term (clause 1.1)</b>  5 years
<b>Item 6</b>	<b>Break Date (clause 1.1 &amp; clause 3.2)</b>  Each of the following dates:  the date that is 15 years before the Terminating Date if the Term exceeds 15 years; and  the date that is 10 years before the Terminating Date if the Term exceeds 10 years; and  the date that is 5 years before the Terminating Date if the Term exceeds 5 years; and

expiry date of first sequential lease.

**Item 7 Rent (clauses 1.1 and 6.1)**

At the Commencing Date the sum payable in the immediately preceding year adjusted in accordance with **clause 7** and thereafter as reviewed pursuant to the terms of this Lease.

**Item 8 Rental Day**

The Commencing Date and then on the same day of each month of the Term, **clause 6.3** being not applicable in this Lease.

**Item 9 Review Factor (clause 7)**

3%

**Item 10 Lessor's Bank Account (clause 6.2)**

Bank: Macquarie Bank Limited ( MBL)  
Branch: Sydney  
Account Name: ATF SP 76137  
BSB: 182-222  
Account Number: 2831-24030

**Item 11 Contact person (clause 15.2)**

Lessee: Account Manager, Vodafone Account  
Colliers International (NSW) Pty Ltd  
Telephone: (02) 9957 6611  
Facsimile: (02) 9957 2990  
Lessor: The Owners – Strata Plan 76137  
Telephone: (02) 9267 6334  
Facsimile:

**Item 12 Lessee's solicitors (clause 21)**

Corrs Chambers Westgarth  
Level 42, 111 Eagle Street  
BRISBANE QLD 4000

Telephone: (07) 3228 9333  
Facsimile : (07) 3228 9444

# Agreed terms

## 1 Defined terms and interpretation

### 1.1 Defined terms

<b>Break Date</b>	The date stated in <b>Item 6</b> .
<b>Carrier</b>	A carrier as defined in the Telecommunications Act.
<b>Commencing Date</b>	The date specified in <b>Item 3</b> .
<b>Consequential Loss</b>	Any loss, not arising naturally, and not arising according to the usual course of things from the relevant breach, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.
<b>Equipment</b>	Those items of plant and/or equipment of the Lessee, including all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin on the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee for use in connection with its communication network.
<b>Equipment Cabin</b>	That part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its Equipment.
<b>GST</b>	Goods and services tax as described in the GST Law.
<b>GST Law</b>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>GST Rate</b>	The prevailing rate of the GST payable in accordance with the GST Law.
<b>Information table</b>	The part of this Lease described as the Information table.
<b>Item</b>	An item in the Information table.
<b>Land</b>	The land specified in <b>Item 2</b> .
<b>Lessor's Improvements</b>	The building or other structure on the Land owned or used by the Lessor on or within which the Premises are situated.
<b>Permitted Use</b>	Constructing, maintaining, operating and upgrading a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering and replacing the Equipment consistent with the evolving nature of telecommunications services.
<b>Physical Installation</b>	The installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use but does not include entering the Land to undertake an inspection or surveying the Land.
<b>Plan</b>	The lease plan which is annexed to this Lease as <b>Annexure B</b> .
<b>Premises</b>	The premises described in <b>Item 1</b> of the Information table.



<b>Related Body Corporate</b>	Has the meaning attributed to that term by Section 9 of the <i>Corporations Act 2001</i> (Cth).
<b>Rent</b>	The amount specified in <b>Item 7</b> .
<b>Rental Day</b>	The days referred to at <b>Item 8</b> .
<b>Review Date</b>	Each anniversary of the first Rental Day.
<b>Review Factor</b>	The percentage set out at <b>Item 9</b> .
<b>Secure Premises</b>	Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.
<b>Sequential Lease</b>	A lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.
<b>Tax Invoice</b>	Has the meaning given in the GST Law.
<b>Taxable Supply</b>	Has the meaning given in the GST Law.
<b>Telecommunications Act</b>	The <i>Telecommunications Act 1997</i> (Cth).
<b>Term</b>	The term specified in <b>Item 5</b> .
<b>Terminating Date</b>	The date specified in <b>Item 4</b> .

## 1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

- (a) Statutes, regulations, proclamations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, proclamations, ordinances or by-laws under that statute;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) any gender includes a reference to the other genders and each of them;
- (d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;
- (e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;
- (f) a company or a corporation includes a person and vice versa;
- (g) a clause number shall mean a reference to the respective clauses of this Lease;
- (h) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted, renamed or replaced or that any of its powers or functions are transferred to any other entity, body or group refer respectively to any such entity, body or group established or constituted in lieu thereof or succeeding to similar powers or functions;
- (i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and on the Land with the consent of that party;

- (j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months;
- (k) the word 'including' in any form is not a word of limitation;
- (l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (m) a reference to this Lease includes the forms, schedules, annexures and exhibits to this Lease and where amended means this Lease as amended; and
- (n) any thing or amount is a reference to the whole and to each part of it.

### **1.3 Headings**

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

### **1.4 All parties bound**

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

### **1.5 Third parties**

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

### **1.6 Severance**

If any covenant, agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants, agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

## **2 Statutory provisions**

### **2.1 Exclusions**

- (a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.
- (b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

### **2.2 Telecommunications Act**

- (a) A request to access the Land and to install or maintain Equipment on the Land, is an exercise by the Lessee of power under Schedule 3 of the Telecommunications Act, notwithstanding that the parties must also comply with the terms of this Lease in relation to the use of the Land.
- (b) For the purposes of clause 17(5) of Schedule 3 of the Telecommunications Act, the Lessor is deemed to have waived any requirement for the Lessee to provide or for

the Lessor to receive any notice otherwise required under those statutory provisions regarding any activity otherwise the subject of this Lease.

- (c) This Lease will be treated (where applicable) as an agreement entered into for the purposes of clause 11(1) of Schedule 3 of the Telecommunications Act.
- (d) Nothing in this Lease operates to limit the exercise of the Lessee of any power the Lessee may at any time have under Schedule 3 of the Telecommunications Act, provided however that the Lessee must not exercise such a right in a manner which is inconsistent with an express provision of this Lease.
- (e) In consideration of the performance of the Lessee's obligations under this Lease, the Lessor forever waives its rights, and must not make any claim for compensation, under clause 42 (and for the avoidance of doubt clause 62) of Schedule 3 of the Telecommunications Act in relation to the access to the Land, or the installation of the Equipment on the Land, by the Lessee. For the avoidance of doubt, notwithstanding this **clause 2.2(e)**, the parties agree that any amount paid by the Lessee under this Lease exceeds the amount of such compensation which would have been payable in any event.

### 3 Lease for the Term

#### 3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

#### 3.2 Termination on a Break Date

If the Lessee gives to the Lessor, at any time not later than 6 months prior to a Break Date, a notice that it wishes to terminate this Lease on that Break Date, then this Lease will come to an end on the Break Date so specified.

### 4 Holding over

- (a) If the Lessee continues to occupy the Premises with the consent of the Lessor beyond the Terminating Date otherwise then pursuant to a Sequential Lease, the Lessee shall occupy the Premises on an 18 month basis, at a Rent payable by equal monthly instalments in advance (at the same Rent as during the year preceding the Terminating Date increased by the Review Factor) and otherwise on the same terms and conditions as this Lease.
- (b) The tenancy so created is determinable at any time by either party by the party giving at least 18 months' prior notice to the other party, to expire on any date.

### 5 Permitted use

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may during the Term, as is permitted under this Lease, use the Premises on the Land, the Lessor's Improvements and the Land for the Permitted Use.

## 6 Payment of Rent

### 6.1 Payment

- (a) Subject to **clauses 6.1(b), 6.1(c)** and **6.3** the Lessee must pay the Rent in advance on the Rental Days.
- (b) The Lessor acknowledges and agrees with the Lessee that:
  - (i) it is the Lessee's practice to pay monthly instalments of Rent on or before the seventh day of each month; and
  - (ii) the Lessor accepts that practice and will not make any claim or demand arising from or in connection with that practice.
- (c) The Lessee may make a pro-rata payment in respect of Rent or any other payment under this Lease, where a payment period is less than as specified in this Lease (for example where Rent is due for a period less than a month).

### 6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 10**. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in **Item 10** provided that notice of any such nomination is received by the Lessee not less than 30 days prior to the relevant Rental Day. Payment by EFT by the Lessee's banker to the relevant nominated account by the relevant Rental Day is a full discharge for the payment.

### 6.3 Rent deferred

- (a) In this clause:

**Fit-Out Period** means the period of twelve weeks starting on the date the Lessee commences Physical Installation.
- (b) The Lessee's obligation to pay Rent will not commence until the earlier of:
  - (i) the day following the expiry of the Fit-Out period; and
  - (ii) the date the Lessee commences transmission of signals from the Premises; and
  - (iii) the date which is six (6) months after the Commencing Date.
- (c) Subject to **clauses 6.1(b)** and **6.1(c)**, the Rental Day for the balance of the Term will be the date of the first Rental Day in each succeeding month during the Term.
- (d) The Lessee may install the Equipment on the Premises during the Fit-Out Period.

## 7 Rent reviews

On each Review Date the Rent will be increased by the Review Factor.

## 8 Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates, taxes and outgoings (other than any electricity cost payable by the Lessee under **clause 10**) which may be payable in relation to the Premises.

## 9 GST

In this **clause 9**, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

### 9.1 GST

- (a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.
- (b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
- (c) Unless expressly indicated in **clause 9.2**, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.
- (d) Unless expressly indicated in **clause 9.2**, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.
- (e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

### 9.2 Recipient Created Tax Invoice (RCTI)

- (a) For the purposes of this **clause 9.2**, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This **clause 9.2** applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.
- (b) The parties agree that:
  - (i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and
  - (ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.
- (c) The Lessee (or its agent):
  - (i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;
  - (ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;
  - (iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the *New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000*.
- (d) The Lessor acknowledges that:
  - (i) it is registered for GST and has been allocated an Australian Business Number; and
  - (ii) it will inform the Lessee if it ceases to be registered for GST.

- (e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

### **9.3 Input tax credit entitlement**

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

## **10 Electricity**

### **10.1 Supply**

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

### **10.2 Metering**

- (a) If it is reasonably practicable to do so, the electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.
- (b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

## **11 Lessor's covenants**

### **11.1 Quiet enjoyment**

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

### **11.2 Interference**

- (a) The Lessor acknowledges that the Permitted Use relies on the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.
- (b) The Lessor must not use or erect, or permit the use or erection of, any structure on, above or below the Land or on the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.
- (c) The Lessee may at any time notify the Lessor of interference which the Lessee reasonably considers to be caused or permitted by the Lessor. If within 48 hours of receiving such notice, the Lessor cannot reasonably demonstrate that the interference is not being caused by the Lessor, the Lessor must ensure immediate discontinuation of the interference.

### **11.3 Secure Access**

If the Lessor owns the tower or building, or uses a structure on the Land, on which the Equipment is installed by the Lessee, then the Lessor must:

- (a) ensure that access to the Equipment on the tower or building is maintained securely so that unauthorised persons cannot gain access to the Equipment; and
- (b) indemnify the Lessee against any loss or damage incurred by the Lessee as a result of any breach of the above clause by the Lessor.

### **11.4 Maintenance of Lessor's Improvements**

The Lessor must, at the Lessor's cost and expense, keep the Lessor's Improvements in a good, tenantable and safe condition, except to the extent that this is an obligation of the Lessee under this Lease.

## **12 Insurance**

### **12.1 Cover**

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency evidencing adequate insurance in respect of the Premises for:

- (a) public and products liability to an amount of not less than \$20,000,000; and
- (b) industrial special risk.

### **12.2 Global policy**

Without limitation to **clause 12.1** the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

### **12.3 Lessor's insurance**

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on on the Land.

## **13 Lessee's indemnity and warranty**

### **13.1 Indemnity and release**

The Lessee:

- (a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage, loss, death or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts, errors, defaults or omissions of the Lessee or the Lessee's use of the Land; and
- (b) must indemnify and hold harmless the Lessor against all claims resulting from any accident, damage, loss, death or injury in connection with:
  - (i) the Premises and the use and the occupation of the Premises by the Lessee;
  - (ii) the Equipment; and
  - (iii) the Land,

to the extent caused or contributed to by the Lessee's use or occupation of the Land.

### **13.2 Limitation**

- (a) The release and indemnity in **clause 13.1** does not apply to the extent that the accident, damage, loss, death or injury was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.
- (b) Notwithstanding anything in this **clause 13**, the Lessee will not be liable in respect of any Consequential Loss, however that Consequential Loss may arise over the sum of \$1,000,000.

### **13.3 Warranty**

- (a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other lessees of the Land, than is reasonably necessary having regard to the Permitted Use.
- (b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

## **14 Lessee's rights**

### **14.1 No interruption**

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

### **14.2 Equipment to the Premises**

- (a) The Lessor grants the Lessee a license to install Equipment including above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures on the Land or within or on the Lessor's Improvements as is necessary for the safe, continuous or proper use of the Equipment for the Permitted Use.
- (b) To the extent that parts of the Equipment are to be installed at locations exterior to the Premises in accordance with this **clause 14.2**, the Lessor grants a licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations were part of the Premises.
- (c) Installation of Equipment shall not be carried out otherwise than during the hours between 8:00am and 6:00pm Monday to Friday, except in the case of an emergency.

## **15 Access**

### **15.1 Operational access**

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

- (a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use on providing the Lessor with two (2) hours' notice;



- (b) to use in common with the Lessor and its lessees (if any) of other parts of the Land and the Lessor's Improvements, all such electric main wires, watercourses, drains, conduits, risers, installations, appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into, through, along, under, over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and
- (c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

## **15.2 Contact person**

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons nominated for the Lessor and the Lessee respectively, are the persons referred to in **Item 11** or such other person as a party nominates in writing to the other from time to time to be its contact person.

## **15.3 Access protocols**

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this **clause 15.3**, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee.

# **16 Equipment**

## **16.1 Ownership**

The Equipment is and will remain the property of the Lessee notwithstanding that any part thereof may be or become affixed to the Premises or to the Land.

## **16.2 Removal**

Unless there is a Sequential Lease in place between the Lessor and the Lessee, or the Lessor consents to the Lessee holding over in accordance with **clause 4**, within 6 months after expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground on the Land and restore, so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, the Premises to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

# **17 Costs**

## **17.1 Costs**

Each party must pay its own legal costs of and incidental to the preparation and completion of this Lease.

## **17.2 Registration**

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

## 18 Assignment and subletting

### 18.1 Prohibition

- (a) The Lessee must not assign this Lease or sublet the Premises except under **clause 18.2** or with the prior written consent of the Lessor which must not be unreasonably withheld or delayed.
- (b) Following any such assignment under **clause 18.1(a)**, the Lessee is released from any liability to observe and comply with the obligations under this Lease, or arising from or in connection with this Lease, in respect of any period after the date of assignment.

### 18.2 Exception to prohibition

- (a) The Lessee may at any time:
  - (i) without the consent of the Lessor, assign this Lease, share any of its rights under this Lease or sublet the Premises:
    - (A) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or
    - (B) to a Related Body Corporate of the Lessee; or
    - (C) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network, or
  - (ii) share any of its rights under this Lease and sublet the Premises to any other third party to which the Lessee has a contractual relationship with to share space for the Permitted Use,

but it must give notice of that assignment or subletting within a reasonable time after it occurs to the Lessor.
- (b) Following any such assignment or subletting pursuant to this **clause 18.2** the Lessee remains liable to observe and comply with the obligations under this Lease and is not released from any such obligations. The Lessee remains responsible for any acts, defaults or omissions of the assignee or sublessee of the Lessee in relation to the Premises under this clause.

### 18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

## 19 Termination

### 19.1 By the Lessor

In the event of:

- (a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or
- (b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of notice of that breach from the Lessor; or
- (c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' notice of termination to the Lessee.

## **19.2 By the Lessee**

If at any time:

- (a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;
- (b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected, not dealt with within a reasonable time or approved on conditions that are unreasonable in the Lessee's opinion;
- (c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;
- (d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or
- (e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under **clause 19.2(e)**.

## **19.3 Surrender of Sequential Leases**

- (a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.
- (b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of any surrender of any Sequential Lease.
- (c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office and any Lessor's mortgagee's consent, if either is required, to enable the surrender of any Sequential Lease to be registered.

## **19.4 Rent pro-rata**

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

## **20 Destruction or damage to Premises**

- (a) If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical interference or is destroyed or damaged to an extent which, on a reasonably formed view, materially inhibits the carrying on of the Permitted Use on the Premises then, except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date on which the destruction or damage occurs until the date on which it is repaired.
- (b) If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated within a reasonable time, then that matter must be referred to arbitration under the

provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located.

- (c) If the:
  - (i) radio or physical interference is not removed; or
  - (ii) Lessor does not repair the damage or destruction,within 3 months of its occurring, then the Lessee may terminate this Lease on 1 month's notice.

## 21 Notice

### 21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

- (a) either:
  - (i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or
  - (ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and
- (b) also served on the Lessee's solicitors, as stated in **Item 12**, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in **clause 21.1(a)**.

### 21.2 Service of notice on Lessor

Except for any notice under **clause 15.3**, any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in the Information table or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by facsimile to the Lessor's facsimile number stated in the Information table or such other number as the Lessor notifies in writing to the Lessee; or
- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

### 21.3 Notices

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.
- (c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00 pm on any day when it will be deemed to be served at 9.00 am

on the next day on which business is normally conducted in the place where the notice is being sent.

- (d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

## **22 Where the Premises comprise a colocated site**

### **22.1 Application of clause**

This **clause 22** only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed on the Tower Premises by agreement with the Existing Carrier.

### **22.2 Definitions for clause 22**

For the purposes of **clause 22**:

**Existing Carrier** means the party which is the lessee of the Tower Lease from time to time.

**Tower** means a tower, pole, mast, railing, support or other structure owned or operated by the Existing Carrier, on which Equipment is or is to be installed.

**Tower Lease** means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

**Tower Premises** means the premises demised under the Tower Lease on or within which the Tower is situated.

**Tower Sub-Lease** means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

### **22.3 Consent to Tower Sub-Lease**

The Lessor:

- (a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility on the Tower; and
- (b) agrees that, if required, it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

### **22.4 Termination of the Tower Lease**

- (a) Without limiting the matters referred to in **clause 22.3**, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.
- (b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give

notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.

- (c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises on the same terms as the Tower Lease in accordance with **clause 22.4(d)**.
- (d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises on the same terms as the Tower Lease, but commencing upon the date on which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. On the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

## **22.5 Option in Tower Lease**

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew was able to be exercised by the Lessee and the Lessee had exercised that option; and
- (b) on service of the Renewal Notice by the Lessee, the provisions of **clause 22.4(d)** will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

## **22.6 Additional right of termination**

In the event of the Lessee:

- (a) taking an assignment of the Tower Lease pursuant to **clause 22.4(a)**;
- (b) being granted a lease pursuant to **clauses 22.4(d)** or **22.5(b)**,

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

## **22.7 Trilocation**

The Lessor's obligations under **clauses 22.4** and **22.5** are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

## 23 Mortgagee's consent

### 23.1 Lessor to Obtain

If the Land is at the Commencing Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

### 23.2 Failure to Obtain

If the Lessor has not complied with **clause 23.1** within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with **clause 23.1**.


## 24 Concurrent lease

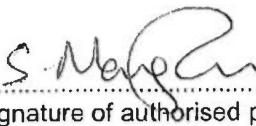
- (a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days' prior written notice of its intention to do so.
- (b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

## Execution

The Common Seal of **THE OWNERS –** )  
**STRATA PLAN 76137** was affixed on )  
**28 JANUARY 2022** 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 of authorised person

  
Signature of authorised person

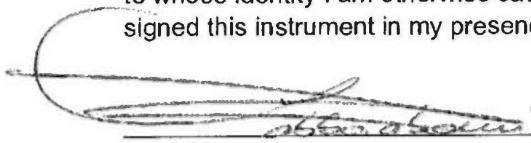
**KELVIN ANDREW**  
Signature of authorised person

**SARAH MORGAN**  
Signature of authorised person

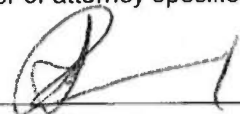
**TREASURER**  
Office held

**SECRETARY**  
Office held

I certify that the attorney signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

  
Signature of witness

Certified correct for the purposes of the Real  
Property Act 1900 by the attorney named  
below who signed this instrument pursuant to  
the power of attorney specified.

  
Signature of attorney

**SABBA ABAWI**  
Name of witness

**Jonathon Ronald Stevens Purbrick**  
Attorney's name

**L1177 PACIFIC HWY**  
Address of witness **NORTH SYDNEY**  
**NSW 2060**

Signing on behalf of **Vodafone Network Pty**  
**Limited ACN 081 918 461**

Power of attorney -Book **4602**  
-No **196**

Dated: **16-02-2022**





## Approved Form 10

### Certificate re Initial Period

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

\*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28 January 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: KELVIN ANDREW Authority: TREASURER

Signature: [Signature] Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

\* Strike through if inapplicable.



[Signature]

## Approved Form 13

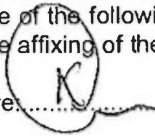
### Certificate of Owners Corporation

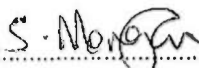
#### Special Resolution

The owners corporation certifies that on <sup>9 December 2021</sup>, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

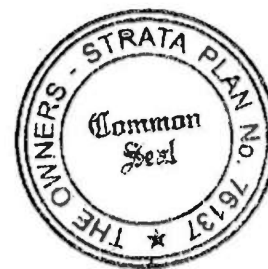
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 76137 was affixed on <sup>28 JANUARY 2022</sup> in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: KELVIN ANDREW Authority: TREASURER

Signature:  Name: SARAH MORGAN Authority: SECRETARY

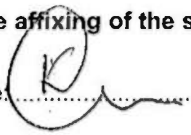
^ Insert appropriate date



### Approved Form 23

#### Attestation

The seal of The Owners - Strata Plan No 76137 was affixed on ^ 28/1/2022 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: KELVIN ANDREWS Authority: TREASURER

Signature:  Name: SARAH MORGAN Authority: SECRETARY

^ Insert appropriate date

A handwritten signature, possibly of the Registrar-General, located at the bottom right of the page.

Lodger Details

Lodger Code	503696B
Name	KEMPS PETERSONS LEGAL PTY LTD
Address	PO BOX K372 HAYMARKET 1240
Lodger Box	1W
Email	KAVITA.PRASAD@KPLG.COM.AU
Reference	212380 - DPS -

Land Registry Document Identification

AS831523

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP76137	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP76137  
Other legal entity

Meeting Date

07/12/2022

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 5

Amended by-law No.

Details NOT APPLICABLE

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP76137
Signer Name	MICHELLE MONICA KUMAR
Signer Organisation	KEMPS PETERSONS LEGAL PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	01/02/2023

## **ANNEXURE A**


### **STRATA PLAN 76137**

### **BY-LAWS**

### **MOTTO APARTMENTS**

**2-14 EVE STREET  
ERSKINEVILLE NSW 2043**

The seal of The Owners – Strata Plan No. 76137  
was affixed on 1 February 2023  
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: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction, on 1 February 2023

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Dynamic Property Services P/L



## **STRATA PLAN 76137**

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## **1 - Meanings**

1.1 In these by-laws, these terms (in any form) mean:

**Air Conditioning Equipment** means air conditioning equipment and the wires, pipes, ducting and other equipment associated with the Air Conditioning Equipment.

**Apartment** means an apartment in the Building, being a lot in the Strata Plan or any strata plan of subdivision.

**Approved Building Works** means works of the kind referred to in by-law 6.1 which have been approved by the Owners Corporation.

**Authority** means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

**Building** means jointly and severally each of the buildings constructed within the Parcel.

**By-laws** means the by-laws in place from time to time for the Strata Scheme.

**Claim** includes cost, claim, damage or expense.

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Development Act** means the *Strata Schemes (Development) Act 2015*.

**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

**Equipment** includes plant, machinery, equipment and security devices.

**Exclusive Use By-law** means an exclusive use and special privilege by-law made in accordance with Division 3 Part 7 of the Management Act.

**Fit Out Works** means works of any kind to the Retail Lot and the surrounding or adjacent Common Property including without limitation altering, adding to, removing, repairing or replacing any part of the Common Property near, within, adjacent or contiguous with the Retail Lot (such as Common Property internal walls, Common Property windows and doors, Common Property floor and ceilings) and includes the terrace comprising part of the Retail Lot.

**Garbage** means any refuse, recyclable material or waste.

**Governmental Agency** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, Authority, tribunal, agency or entity.

**Grease Arrestor** means the grease arrestor installed in the Common Property and any wires, pipes and other equipment installed in the Common Property in connection with the Grease Arrestor.

**Grease Arrestor Room** means that part of the Common Property comprising the grease arrestor room.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** means a lot in the Strata Scheme and otherwise has the meaning given to it by the Development Act.

**Management Act** means the *Strata Schemes Management Act 2015*.

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

**Occupier** means the occupier, lessee or licensee of a Lot

**Original Proprietor** means the registered proprietor of the Lots in the Strata Scheme at the time of registration of the Strata Plan.

**Owner** means the owner of a Lot or the mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Pool Area** means those parts of the Common Property which comprise the swimming pool and its surrounds.

**Restricted Matter** means a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Retail Lot** means lot 1 in the Strata Plan.

**Retail Lot Proprietor** means the registered proprietor for the time being of the Retail Lot.

**Retail Sign Area** means that part of the Common Property which is the western wall of the building immediately adjacent to the Retail Lot.

**Riser Main** means that part of the Common Property comprising the riser main.

**Rules** means the rules made by the Owners Corporation in accordance with by-law 14.1 (as they may be amended or changed).

**Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

**Services** means any services or systems of any kind including without limitation water, power, fuel, oil, sewerage, telecommunications, communicating systems, security, air conditioning, ventilation and fire protection.

**Services Equipment** means the equipment associated with a Service and includes the wires, pipes, ducting and other equipment associated with the relevant Service.

**Sign** includes a sign, notice, placard and advertisement and includes "For Sale" and "To Let" signs.

**Strata Plan** means strata plan 76137.

**Strata Committee** means the strata committee appointed by the Owners Corporation.

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

**You** means an Owner or Occupier of a Lot and "Your" has a corresponding meaning.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

### 1.3 Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

### 1.4 Headings do not affect the interpretation of the by-laws.

## **2 - About these by-laws**

### **2.1 Consent of Owners Corporation**

Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.
- (c) the Strata Committee by electronic means without the need for duly convened meeting, for which the Strata Committee may establish procedures, unless it is a Restricted Matter.

### **2.2 Consent of Owners Corporation may be revoked or withheld**

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

### **2.3 Owners Corporation must not withhold consent**

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

### **2.4 Consent by Strata Committee**

Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.3, may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

### **2.5 Consent conditions**

Owners and Occupiers must comply with any condition in a consent.

## **2.6 Reporting act or activity to Owners Corporation**

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the caretaker or building manager; and
- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

## **2.7 Exclusive Use By-laws**

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.

## **3 - Behaviour and responsibility**

3.1 You must be adequately clothed when on Common Property.

3.2 You must do all that You can not to break any Law when in the Building.

3.3 You must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) smoke while you are on Common Property; or
- (e) do anything which is illegal while on Common Property.

3.4 You must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the Common Property or any other lot.

3.5 You must ensure Your children and the children of Your visitors:

- (a) do not enter or remain in the pool area unless under adult supervision; and
- (b) unless accompanied by a responsible adult exercising effective control, do not enter areas of Common Property that are likely to be dangerous to children.

3.6 You must ensure Your invitees:

- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
- (b) do not do anything that You cannot do under the by-laws; and

(c) are removed from the Building upon refusing to comply with the by-laws.

#### **4 - Your lot**

##### **4.1 You must:**

- (a) keep Your Lot clean, tidy and in good repair;
- (b) at your expense, comply with all Laws affecting Your Lot;
- (c) ensure the floor space the within Your Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries are excluded); and
- (d) ensure those parts of the balcony rails and door and window frames which are Common Property and which adjoin Your Lot are cleaned on a regular basis so as to prevent corrosion, rusting or weathering.

##### **4.2 You must not:**

- (a) store or use any flammable chemical on your Lot unless it is to be used in the lawful, permitted use of your Lot;
- (b) place or hang laundry on any part of your Lot that is visible from outside Your Lot; or

##### **4.3 The consent of the Owners Corporation must be obtained if You wish to:**

- (a) keep anything which is visible from outside the Lot and not consistent with the visual aesthetics of the Building;
- (b) operate or allow to operate any device or electronic equipment on Your Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
- (c) attach or hang from any part of Your Lot any aerial or any security device or wires; or
- (d) install or operate any intruder alarm in Your Lot which emits an audible signal.

4.4 You must give a written notice to the Owners Corporation detailing the proposed alteration, addition or works and You must otherwise comply with by- law 6.

#### **5 - Use of your lot**

5.1 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any unlawful purpose.

5.2 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any purpose that may affect or lessen the reputation of the Building.

##### **5.3 You must notify the Owners Corporation if:**

- (a) You are carrying out or intend to carry out; or
- (b) You permit or intend to permit any person to carry out,

commercial operations from Your Lot. This by-law 5.3 does not apply to the Retail Lot.

5.4 On request by the Owners Corporation, You must give the Owners Corporation a copy of the consents You hold in connection with any commercial activities.

5.5 You must notify the Owners Corporation if the occupier changes the existing use of the Lot.

5.6 Without limiting by-law 5.5, the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
- (b) a change to the use of a Lot for short-term or holiday letting.

5.7 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

5.8 You may not lease or licence Your Lot for a period less than 90 days.

## **6 - Alterations or work to your lot**

6.1 The consent of the Owners Corporation must be obtained if You wish to:

- (a) make alterations to, additions to, remove, repair or replace:
  - (i) any part of the Common Property near or within Your Lot. (such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
  - (ii) the structure of Your Lot;
  - (iii) the internal walls inside Your Lot (such as dividing walls, even though they may not be Common Property);
  - (iv) the balcony attached to Your Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture));
- (b) install any bars, screens, grilles or other safety devices to the exterior or any windows or doors of Your Lot; or
- (c) enclose Your car space.

6.2 You must not commence to carry out any Approved Building Works:

- (a) unless the Owners Corporation has approved the plans for the works;
- (b) You have procured all relevant consents from the relevant Authorities; and
- (c) if applicable, You have in place all relevant insurances and You have given a copy of the policy and the certificate of currency to the Owners Corporation.

6.3 When carrying out Approved Building Works You must:

- (a) comply with the reasonable requirements of the Owners Corporation and the consent from the Owners Corporation;
- (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;

- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are installed wholly within the boundaries of Your Lot

6.4 On completion of Approved Building Works You must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.

## **7 - Common property**

7.1 You must:

- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.

7.2 You must not:

- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for Your own exclusive purpose;
- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or
- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding section 106 of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within Your Lot) without the prior written consent of the Owners Corporation; or
- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

## **7A - Parking**

7A.1 You may not park or stand any vehicle:

- (a) on any part of the Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation; or
- (b) in a private bay without the approval of the Owner of the associated Lot.

7A.2 The Owners Corporation may enter into an agreement with the City of Sydney Council to facilitate enforcement of this by-law.

## **8 - Window cleaning**

(a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:

- (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the lot safely or at all.
- (b) The Owners Corporation may decide:
- (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
  - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

## **9 - Security and security keys**

9.1 If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key Your access to one level of the Building to any other level.



9.2 You must not do or permit anything which may prejudice the security or safety of the Building.

9.3 You must close all security doors and gates when You pass through them.

9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.

9.6 You must exercise great care in making a Security Key available for users of Your Lot.

9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.

9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

## **10 - Compensation to owners corporation**

10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.

10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

## **11 - Garbage applicable to all lots except retail lot**

11.1 This by-law applies to all Lots except the Retail Lot.

11.2 You may only dispose of Garbage in the manner provided by this by- law.

11.3 If You are an Owner or Occupier in building A (which has garbage chutes):

(a) Garbage that is non-recyclable must be:

(i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and

(ii) placed in the garbage chute.

(b) Garbage may not be placed or left in the garbage closets on each level of Building A.

(c) Garbage that is recyclable material must be:

(i) separated from Garbage that is non-recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);

(iii) in the case of bottles, completely drained; and

(iv) placed in the relevant recyclable bins in the garbage room in building A.

11.4 If You are an Owner or Occupier in any of buildings B, C or D (which do not have garbage chutes):

(a) Garbage that is non-recyclable must be:

(i) securely wrapped in small parcels (any containers must be completely drained wrapped); and

(ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.

(b) Garbage that is recyclable material must be:

(i) separated from Garbage that is not recyclable;

(ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);

(iii) in the case of bottles, completely drained; and

(iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.

(c) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property, and

(d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.

11.5 You must:

(a) promptly remove any Garbage that may have been spilled; and

(b) promptly clean the area on which the Garbage has been spilled.

11.6 You must not leave Garbage (whether it is in container's or not) on any part of the Common Property except in the garbage room designated for use by Your Lot.

11.7 An owner or occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

## **12 - Electric vehicle charging**

12.1 Subject to the conditions in this by-law, an Owner who has the use of a car bay in the carpark has a special privilege in respect of the common property to install in that car bay an electrical supply and an electrical outlet of up to 16 amps for the purpose of charging an electric vehicle (the equipment).

12.2 The Owner must make an application to the Strata Committee in relation to the installation, which must comply with by-law 6. The Strata Committee may approve the application provided that:

(a) The Strata Committee is satisfied that its existing systems will support the proposed equipment.

(b) The Owner making the application enters into an alteration and indemnity agreement on terms determined by the Strata Committee, including terms that:

(i) the Owner will pay all costs related to installation, repair, maintenance and upgrades of the equipment; and

(ii) the Owner will indemnify the Owners' Corporation and hold it harmless against any loss or expense it may sustain in connection with the installation and use of the equipment.

(c) The Strata Committee may charge the owner for electricity costs. To this end, the Strata Committee will determine how to assess charges to Owners with such equipment, whether by metering, mileage, a flat fee or another method.

12.3 If, in the opinion of the Strata Committee, the equipment may be removed with minimal harm to Common Property:

(a) The owner will retain ownership of the equipment.

(b) The owner may remove the equipment on the sale of the unit associated with the car bay (the associated unit), provided that the owner promptly repair any damage its removal causes.

(c) If the owner does not remove the equipment on the sale of the associated unit, the equipment becomes the Common Property of the subsequent owner of the associated unit.

### **13 - Animals**

13.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.

13.2 The Owners' Corporation must not unreasonably withhold consent and must give an owner or occupier written reasons for any refusal to grant approval.

13.3 An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*.

13.4 The following animals must not be kept on the lot or common property:

(a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.

(b) Domestic fowl, game birds, cockatoos or large parrots.

13.5 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:

(a) Keep the animal leashed, in an animal carrier or otherwise under control at all times when on internal common property and supervised at all times when on external common property.

(b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and

(c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and

(d) Ensure that the animal does not wander on to another Lot or on the Common Property;  
and

(e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo  
or other appropriate means and registered with City of Sydney Council; and

(f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the  
animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an  
animal in the event of a breach of By-Law 15.

(g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

## **14 - Rules**

14.1 The Owners Corporation may make Rules relating to matters associated with the use,  
management, security and control of the Building and any Common Property.

14.2 The Owners Corporation may amend or replace any Rule.

14.3 You are bound by the Rules:

14.4 The Owners Corporation must display any new or amended Rule on the notice board of  
the Building for at least 7 days, or send a copy to each Owner.

## **15 - Insurance premiums**

15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or  
permit anything which may invalidate, suspend or increase the premium for any insurance  
policy effected by the Owners Corporation.

15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse  
the Owners Corporation for higher premiums which result from Your activities or use of Your  
Lot and/or the Common Property.

15.3 You must immediately notify the Owners Corporation of any activity carried out or  
intended to be carried out or permitted to be carried out on Your Lot which may increase the  
premiums for the insurances held by the Owners Corporation.

15.4 You are responsible to pay the amount by which any insurance premium may increase as  
a result of any activity being carried out on Your Lot. The increased amount must be paid from  
time to time on demand from the Owners Corporation. A letter from the broker for the Owners  
Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

## **16 - Signs**

16.1 Unless You have the prior written consent of the Owners Corporation You must not affix  
or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not  
visible from outside your Lot.

16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail  
Proprietor which complies with by- law BY-LAW 21.

## **17 - Pool**

17.1 The following rules apply to the use of the Pool Area:

(a) You enter and use the Pool Area at your own risk;

(b) any child under the age of 12 years must be accompanied by a responsible adult who  
must remain in the Pool Area;

(c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;

(d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;

(e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and

(f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.

(g) Only Occupiers and their accompanied guests may enter or remain in the Pool Area.

(h) No breakable item may be taken into the pool area, including glass, ceramics, and porcelain.

(i) No one may enter or remain the pool area outside the published opening times.

### **18 - Moving and delivering**

18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.

18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.

18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.

18.4 If the Owners Corporation has appointed a Building Manager, You must comply with their requirements.

### **19 - Complaints and applications**

19.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.

19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

### **20 - Lease or licence of lots**

20.1 This by-law applies to Lots that are leased or licensed.

20.2 If You have leased or licensed Your Lot:

(a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;

(b) You must ensure the Occupiers comply with the by-laws;

(c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager about Your Occupiers; and

(d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.

### 20.3 If You are an Occupier of a Lot:

- (a) You must comply with the by-laws; and
- (b) You must promptly comply with any notice You receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager.

## **21 - Exclusive use rights and special privilege in favour of the retail lot in connection with signs**

21.1 This is an Exclusive Use By-law.

21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.

21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.

21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.

21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.

21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

## **22 - Exclusive use rights and special privilege in favour of the retail lot in connection with grease arrestor**

22.1 This is an Exclusive Use By-law.

22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.

22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.

22.4 The Retail Lot Proprietor must:

- (a) keep the Grease Arrestor Room clean at all times;
- (b) have the Grease Arrestor cleaned on a regular basis at its own cost;
- (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
- (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

### **23 - Exclusive use rights and special privilege in favour of the retail lot over the riser**

23.1 This is an Exclusive Use By-law.

23.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has:

- (a) the exclusive use of the Riser Main; and
- (b) the special privilege to attach the Retail Lot to the Riser Main; and
- (c) the special privilege to use the Riser Main for any purpose associated with the use of the Retail Lot.

23.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Riser Main.

23.4 The Retail Lot Proprietor must:

- (a) comply with the requirements, and notices, of all relevant Authorities in connection with the Riser Main;
- (b) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law;
- (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of failing to carry out any obligation imposed by this by-law;
- (d) keep and maintain the Riser Main clean and in good condition; and
- (e) replace or renew the Riser Main when it is in need of replacement or renewal.

### **24 - Exclusive use rights and special privilege in favour of the retail lot to carry out building works**

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

24.3 The Retail Lot Owner must not commence to carry out any Fit Out Works:

- (a) it has procured all relevant consents from the relevant Authorities; and
- (b) if applicable, it has in place all relevant insurances and has given a copy of the policy and the certificate of currency to the Owners Corporation.

24.4 When carrying out Approved Building Works the Retail Lot Owner must:

- (c) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (d) ensure the works are carried out in a proper and workmanlike manner;

- (a) use only qualified and where appropriate, licensed tradesmen;
- (b) ensure the works are carried out without undue delay;
- (c) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (d) cause as little disturbance as is practicable to other Owners and Occupiers;
- (e) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (f) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (h) ensure the works are installed wholly within the boundaries of the Retail Lot.

24.5 On completion of the Fit Out Works the Retail Lot Owner must:

- (e) ensure all rubbish and debris caused by the works is removed from the Building;
- (f) ensure the Common Property is left clean and tidy; and
- (a) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

24.6 The Owners Corporation must endorse its consent on all applications, documents and plans required by the Retail Lot Proprietor in order for it to procure consent to Fit Out Works the subject of this by-law.

24.7 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair any Common Property which is altered, added to, removed, repaired or replace in accordance with this by-law.

## **25 - Exclusive use rights and special privilege in favour of the retail lot in connection with services**

25.1 This is an Exclusive Use By-law.

25.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has:

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;
- (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
- (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.

25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.



25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:

- (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
- (b) ensure the works are carried out in a proper and workmanlike manner;
- (c) use only qualified and where appropriate qualified tradesman;
- (d) ensure the works are carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (f) cause as little disturbance as is practicable to other Owners and Occupiers;
- (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

## **26 - Exclusive use rights and special privilege in favour of the retail lot in connection with air conditioning equipment**

26.1 This is an Exclusive Use By- law.

26.2 Despite any other by-law to the contrary, the Retail Lot Proprietor special privilege to connect that part of the Air Conditioning System in or servicing its Lot to that part of the Air Conditioning System comprised within the Common Property.

26.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Common Property on which it is attached or located.

## **27 - Air conditioning equipment**

27.1 This by-law does not apply to the Retail Lot.

27.2 The consent of the Owners Corporation {which must not be unreasonably held} must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.

27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.

27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:

- (a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and
- (b) You have procured all relevant consents from the relevant Authorities.

27.5 When carrying out works to install your Air Conditioning Equipment you must:

- (a) comply with the reasonable requirements of the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate qualified tradesman;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.

27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.

27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:

- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
- (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

## **29 - Garbage arrangements for retail lot**

### **29.1 Definitions**

In this by-law: these terms (in any form) means:

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Block A** means the building marked "Block A" on the Strata Plan.

**Building** means the building the subject of the Strata Scheme.

**Common Property** means the common property of the Strata Plan.

**Garbage** means any refuse, recyclable or waste.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Retail lot** means lot 1 in the Strata Plan.

**Retail lot Occupier** means any tenant, licensee or occupier of the Retail Lot.

**Retail lot Owner** means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

**Strata Plan** means strata plan registered number 76137.

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

## **29.2 Garbage arrangements for Retail Lot**

(a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.

(b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:

(i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").

(ii) Garbage that is non-recyclable must be:

(A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and

(B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost

(iii) Garbage that is recyclable material must be:

(A) separated from Garbage that is non-recyclable;

(B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);

(C) in the case of bottles, completely drained; and

(D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.

(c) The Retail Lot Owner and any Retail Lot Occupier must:

(i) place Garbage in the garbage room in Block A in the Designated Area only;

(ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;

(iii) not place or leave Garbage of any kind or garbage bins on the Common Property;

(iv) promptly remove any Garbage that may have spilled; and

(v) promptly clean the area on which any Garbage has been spilled.

## **30 - Right for lot 1 to make alterations to common property**

### **30.1 Type of by-law**

- (a) This is a by-law made in accordance with s65A of the Management Act.
- (b) This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Retail Lot Owner.
- (c) The Retail Lot Owner may allow the Retail Lot Occupier and an Authorised Person to exercise the rights of the Retail Lot Owner under this by-law. The Retail Lot Owner remains responsible to the Owners Corporation in connection with compliance with this by-law.

### **30.2 Definitions**

In these by-laws, these terms (in any form) mean:

**Authorised Person** means any employee, contractor, servant or agent of the Retail Lot Owner.

**Authority** means an authority of any kind and includes local government, semi government and federal and state government authorities.

**Basement Building Works** means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a chain wire fence;
- (b) the installation of a 1800 x 1800 modular coolroom;
- (c) the installation of a PVC conduit along par park soffit; and
- (d) the installation of all relevant services.

**Building** means the building the subject of the Strata Scheme.

**Building Works** means the Ground Floor Building Works and the Basement Building Works.

**Common Property** means the common property of the Strata Plan.

**Ground Floor Building Works** means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a plaster board ceiling;
- (b) the installation of a floating timber floor (with associated insulation);
- (c) the installation of plasterboard (or plaster applied) painted walls;
- (d) the installation of a feature wall;
- (e) the affixing of tiles to walls; and
- (f) the installation of the following services:
  - (i) air conditioning and exhaust ductwork;
  - (ii) electrical power, communications and lighting;
  - (iii) fire protection; and
  - (iv) water, drainage and gas.

**Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.

**Retail Lot** means lot 1 in the Strata Plan.

**Retail Lot Occupier** means any tenant, licensee or occupier of the Retail Lot.

**Retail Lot Owner** means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

**Owners Corporation** means the owners corporation of the Strata Scheme.

**Plan** means the plan annexed to this by-law and marked with the letter "A".

**Strata Plan** means strata plan registered number 76137.

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

### **30.3 Rights**

The Retail Lot Owner is authorised, subject to the conditions in this by-law:

- (a) to carry out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Retail Lot and the Common Property to the extent necessary to carry out the Building Works.

### **30.4 Access to Common Property**

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

### **30.5 Maintenance obligations**

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Retail Lot Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

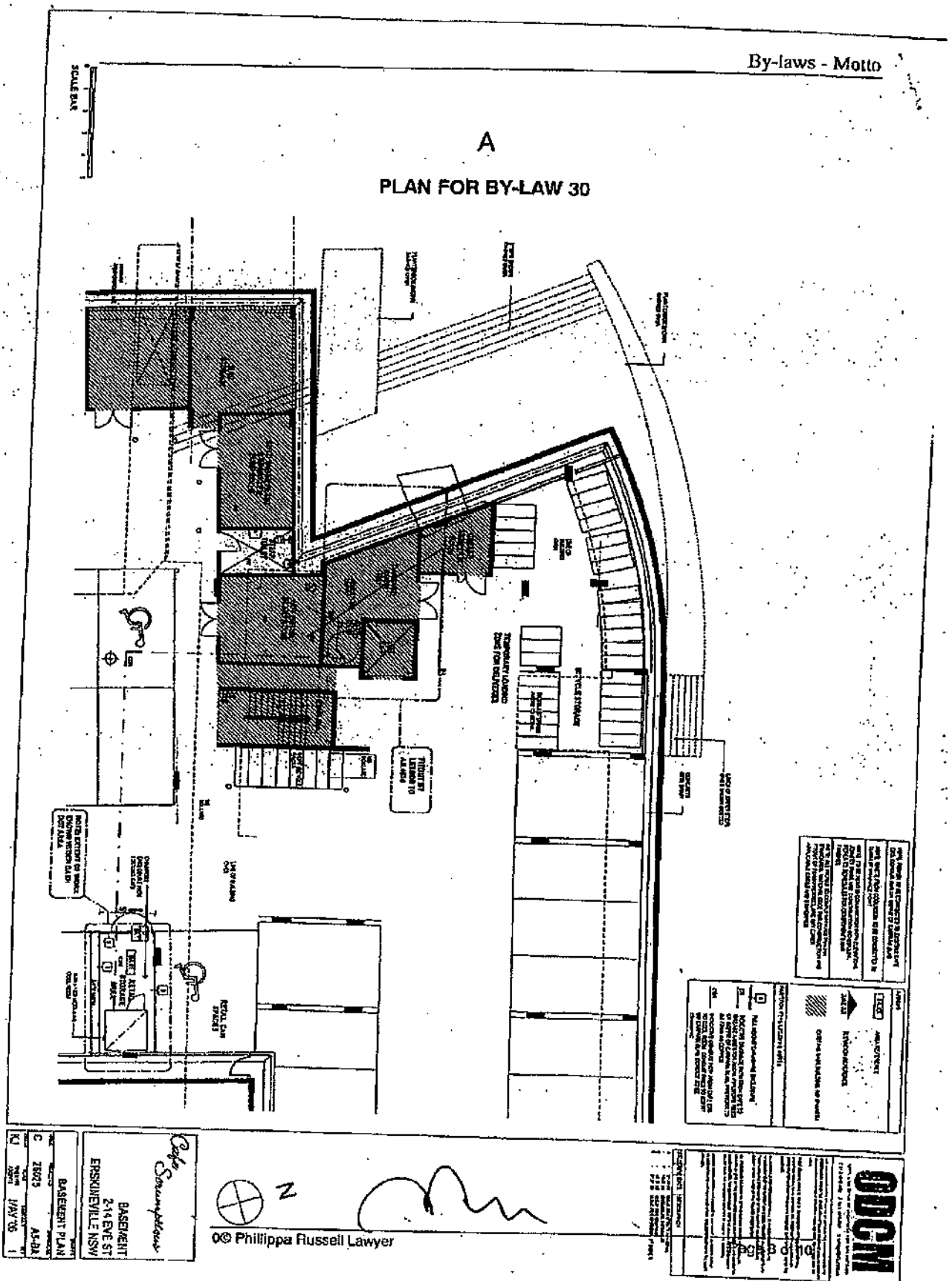
### **30.6 Obligations when carrying out Building Works**

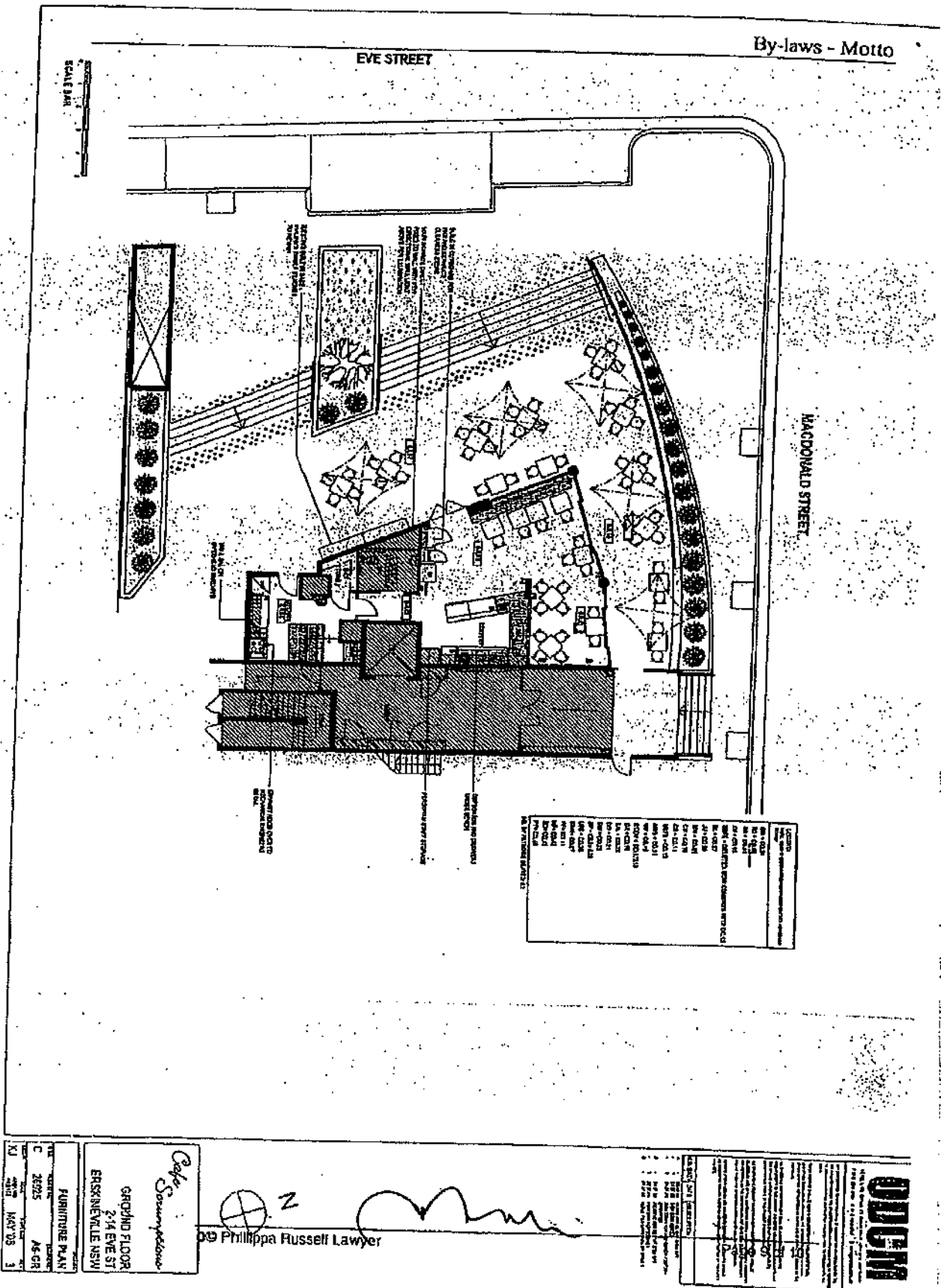
- (a) When carrying out the Building Works, the Retail Lot Owner must:
  - (i) obtain necessary consents from government agencies;
  - (ii) ensure the works are carried out in a proper and workmanlike manner;
  - (iii) use only qualified and where appropriate, licensed tradesmen;
  - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
  - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;

- (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
  - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
  - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
  - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
- (i). all rubbish and debris caused by the Building Works is removed from the Building; and
  - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

### **30.7 Indemnity**

The Retail Lot Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.





Philippa Russell Lawyer

*Colo Thompson*

GROUNDFLOOR  
 2/14 EVE ST  
 ERSKINEVILLE NSW

FURNITURE PLAN

DATE: 2023  
 BY: AS OR  
 MAY 09 3

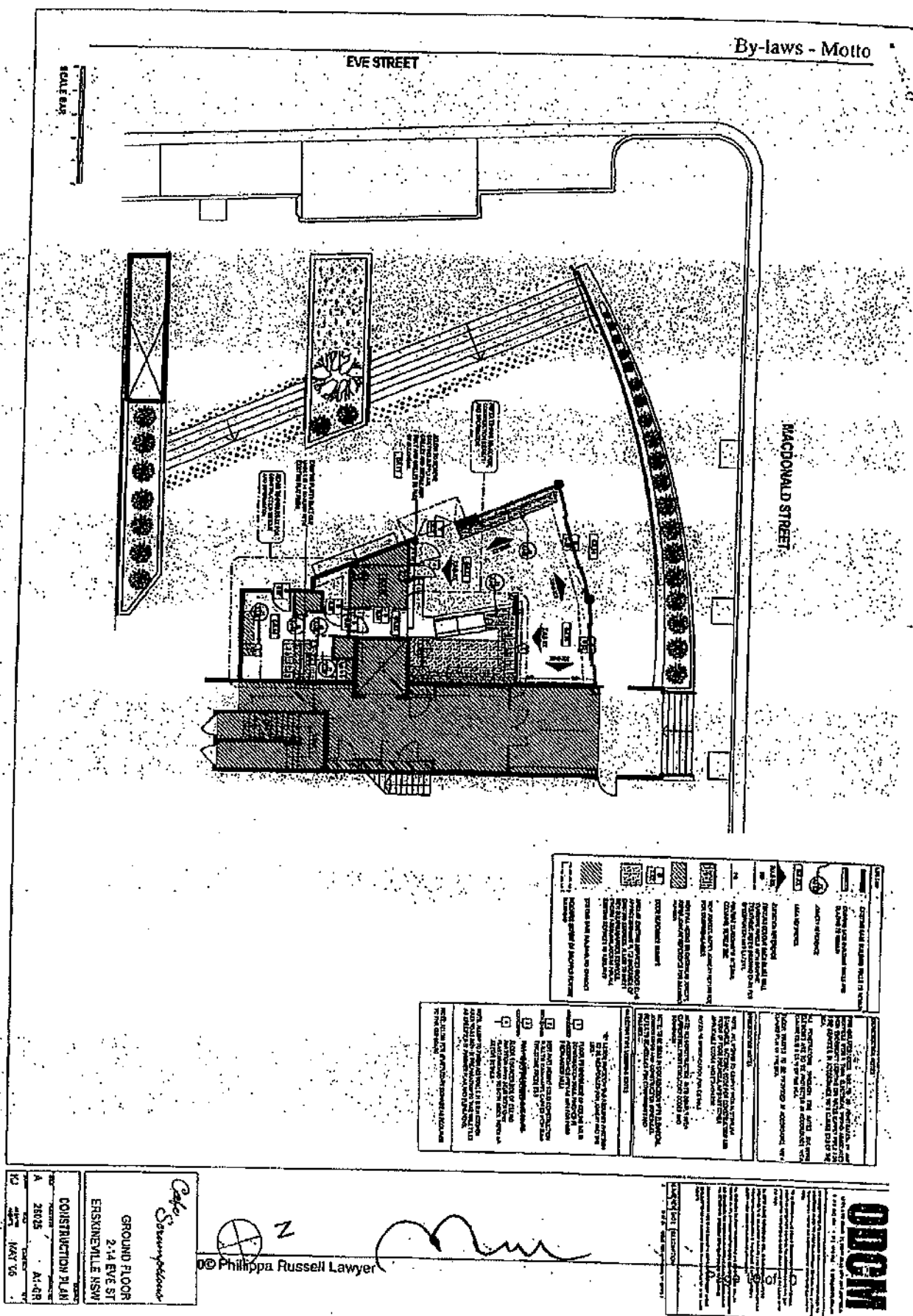
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### **10 - Hanging out of washing**

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

### **32 - Service of documents on owner of lot by owners corporation**

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

### **33 - Exclusive use rights and special privilege in favour of lots 51, 117, 118, 120, 123, 125 & 126**

1. This is an Exclusive Use By-law.
2. Despite any other by-law to the contrary, the owner of:
  - (a) Lot 51 has a special privilege to undertake the following;
    1. exclusive use to courtyard area
    2. reduce the garden bed area to half,
    3. level garden bed area to ground height
    4. demolish and remove the brick nib wall centre of the courtyard
    5. demolish and remove horizontal garden bed brick retaining wall
    6. supply and install tiles to courtyard area
  - (b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
  - (c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:
  - (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
  - (b) ensure the works are carried out in a proper and workmanlike manner;
  - (c) use only qualified and where appropriate qualified tradesman;
  - (d) ensure the works are carried out without undue delay;

- (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
  - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
  - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
  - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
  - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.
5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the:
- (a) work to remove the wall;
  - (b) use of their respective exclusive use areas;
  - (c) failure to comply the duty to maintain, repair, renew or replace;
  - (d) performance of any work required to comply with the duty to maintain and repair;
  - (e) owner's breach of any part of this by-law.
6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
  - (b) if the owner fails to comply with the request in sub clause (a):
    - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
    - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
    - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering those amounts.

## **Special by-law no. 1 – Lot 50 works**

### **Definitions**

1. In this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*;
- (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) "**Building**" means the building located at 8 Eve Street, Erskineville;
- (d) "**Common Property**" means the common property comprised in Strata Plan 76137;
- (e) "**Insurance**" means Contractors' All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) "**Lot**" means lot 50 in strata plan 76137;
- (g) "**Past Works**" means:
  - (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
  - (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) "**Owner**" means the owner for the time being of the Lot including successors in title;
- (i) "**Owners Corporation**" means The Owners-Strata Plan No 76137;
- (j) "**work**" means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
  - (i) reference to the singular includes the plural and the plural includes the singular;
  - (ii) "Including" and similar expressions are not words of limitation;
  - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
  - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

### **Grant of special privilege**

2. On the conditions set out in this by-law the Owner of the Lot has a special privilege in respect of the Common Property to keep the Past Works on the Common Property

### **Past Works**

3. The Owner must, in relation to the Past Works:

(a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.

(b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:

(i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);

(ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;

(iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:

(A) the Building Code of Australia;

(B) pertinent Australian Standards;

(C) manufacturer's specifications and recommendations.

### **Repair and maintenance**

4. The Owner must properly maintain and keep in a state of good and serviceable repair (and must renew or replace where necessary) the Past Works.

### **Conduct of work**

5. Prior to commencing any work:

(a) the Owner must inform the strata committee of the nature of the work being conducted;

(b) the Owner must provide the Owners Corporation with:

(i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;

(ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;

(iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.

6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:

(a) use only duly licensed contractors to conduct the work in a proper and skilful manner;

(b) use appropriate materials in accordance with the manufacturer's specifications;

(c) comply with all conditions and requirements of any Authority;

- (d) comply with the Building Code of Australia and all pertinent Australian Standards;
- (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
- (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
- (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
- (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work;
- (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.

7. After the completion of work, the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the work has been completed;
- (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
- (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

#### **Failure to comply or breaches**

8. If the Owner fails to comply with or breaches any obligation under this by-law, then the Owners Corporation may:

- (a) carry out anything reasonably necessary to perform that obligation;
- (b) enter with reasonable notice in writing upon any part of the parcel to perform that obligation;
- (c) recover the costs of carrying out that obligation from the Owner as a debt;

but only if the Owners Corporation first gives the owner a reasonable opportunity (not less than 28 days by written notice) to rectify any alleged breach or failure to comply, unless there is an emergency. The Owner shall also indemnify the Owners Corporation against any legal action or liability from any action by the Owners Corporation pursuant to this clause.

#### **Indemnity**

9. The Owner indemnifies and must keep the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the use of the Past Works,, and the use and performance of the work including, without limitation, any liability of the Owners Corporation under s.122(6) of the Act unless caused or contributed by any negligent act or omission of the Owners Corporation, its agents, servants, contractors, employees or invitees.

### **Damage**

10. The Owner is liable and remains liable for any damage caused or contributed to by the use of the Past Works, the use and performance of the work, and anything which is not authorised by this by-law Including, without limitation, damage to the property of the Owners Corporation or the property of an owner or occupier of a lot in the Building.

### **Costs**

11. The Owner must pay all reasonable expenses of the Owners Corporation incurred in the making and registration, of this by-law and the Owners Corporation, including legal expenses. The work and anything else required of the Owner pursuant to this by-law must be undertaken at the cost of the Owner.

### **Special by-law no. 2 – Delegation of minor renovations**

i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.

ii. The owners corporation in like manner may revoke any such delegation.

iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

### **Special by-law no. 3 – Major renovations and building works (lot 162)**

#### **1. Introduction**

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

#### **2. Definitions**

In this by-law:

"**Lot**" means Lot 162 in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings provided;

"**Major Renovations By-Law**" means Special By-Law No. 3 - Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

#### **3. Authorisation for Major Renovations**

The Owners Corporation grants the Owner:

(a) the authority to carry out the Major Renovations strictly in accordance with the Plans;

(b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

#### 4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.

4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.

4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-law.

#### **Special by-law no. 4 – Lot 121 works**

##### **PART 1 PREAMBLE**

This by-law is made pursuant to Parts 6 and 7 of the Act.

The purpose of this by-law is to:

permit the Owner to retain the Past Works; and

confer on the Owner a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Works.

The rights conferred by this by-law shall ensure for the benefit of the Owner.

##### **DEFINITIONS AND INTERPRETATION**

##### **Definitions**

In this by-law, the definitions in By-law 1 (Meanings) apply and, unless the context otherwise requires:

**Act** means the *Strata Schemes Management Act 2015*.

**Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.

**Lot** means Lot 121 in Strata Plan No 82176 being a strata plan of subdivision of the Strata Plan.

**Owner** means the owner for the time being of the Lot.

**Past Works** means any works undertaken to the Lot or to the common property in connection with the Lot as at the date of registration of this by-law, including but not limited to:

##### Courtyard

(i) Removal of all the soil from the planter box;



- (ii) Removal of the deck and border stones;
- (iii) Demolition of the flower bed retaining wall cutting away from the adjoining wall of the courtyard;
- (iv) Application of cement filler and filling the section of floor to where the flower bed wall was to level off with the surrounding floor surface and let dry;
- (v) Installation of a new waterproofing membrane to the affected area where the wall was removed;
- (vi) Repairing damage caused by removal of the existing flower bed;
- (vii) Installation of a new waterproofing membrane to the courtyard;
- (viii) Repairing the concrete slab in readiness for the installation of a deck;
- (ix) Construction of a new deck to the courtyard of the Lot including the construction of a Quickbuild substructure (the deck was constructed over the concrete of the courtyard);
- (x) Installation of new tiles to the deck;
- (xi) Removal of the existing cement render on the planter box area;
- (xii) Apply new render to entire courtyard area; and
- (xiii) Any ancillary works in relation to the above.

### **Interpretation**

In this by-law, clause 1.3 and clause 1.4 of By-law 1 apply and, unless the context otherwise requires or permits:

any gender includes the other genders;

any terms in the by-law will have the same meaning as those defined in the Act;

a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;

a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;

to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail; and

if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

### **GRANT OF RIGHT**

Subject to Part 4 of this by-law, the Owner shall have:

exclusive use and enjoyment of those parts of the common property occupied by the Past Works; and

a special privilege to retain the Past Works to and on the common property and benefiting their Lot.

## **CONDITIONS FOR PAST WORKS**

### **Owner Warranty**

To the best of their knowledge and belief, the Owner warrants to the Owners Corporation that the Past Works:

were carried out with due care and skill;

were carried out in compliance with the *Home Building Act 1989* and all other applicable laws including but without limitation in relation to fire safety;

were carried out in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;

comprised materials that were good and suitable for the purposes for which those materials were used; and

were carried out by persons who were properly qualified to carry out such works including but without limitation appropriately licensed contractors.

## **ENDURING RIGHTS AND OBLIGATIONS**

### **Ongoing Responsibilities and Indemnity**

The Owner must at the Owner's cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Past Works be removed;
- (b) not carry out any alterations or additions or do any works (other than the Past Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
- (c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Past Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep the Past Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Past Works as required from time to time;
- (e) ensure that the Past Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Past Works are removed or relocated;
- (g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;
- (h) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Past Works and will make good that damage immediately after it has occurred;
- (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Past Works including their installation, repair, maintenance, replacement, removal and/or use.

## **Default**

Should the Owner fail to comply with any obligation under this by-law:

the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;

without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;

the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and

the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

## **Ownership of Past Works**

The Past Works shall remain the property of the Owner.

## **Cost of By-law, Approvals and Certification**

1.2 The Owner shall be responsible for all costs associated with the Past Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:

- (a) the drafting, consideration and approval of this by-law;
- (b) approving any plans, drawings or other documentation for the Past Works; and
- (c) obtaining and considering any certification in relation to the Past Works.

## **Special by-law no. 5 – Lot 155 works**

*A by-law with respect to lot 155 works.*

### **1 Approval of work**

#### **1.1 Work**

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

#### **1.2 Exclusive use**

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

#### **1.3 Building Works**

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

#### **1.4 Ongoing maintenance and use**

The Authorised Owner, at their own cost:

(a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and

(d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

#### **1.5 Access**

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) 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.

#### **1.6 Indemnity**

The Authorised 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) or the use of the Exclusive Use Area, 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.

#### **1.7 Default**

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

#### **1.8 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.

### **2 Methods and procedures**

#### **2.1 Approvals**

In relation to any right granted to a person hereunder, that person must:

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

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

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) 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.

## **2.2 Consent**

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

## **2.3 Bond**

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

(i) as reasonably determined from time to time by the owners corporation; or

(ii) in the absence of such a determination, the amount of \$500;

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

## **2.4 Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

(a) will not by reason only of so doing be released from that obligation, or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

## **2.5 Liability for occupiers and invitees**

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) 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.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

## **2.6 Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

## **2.7 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

## **2.8 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
  - (i) in accordance with any applicable law and any other applicable requirement hereof; and
  - (ii) in a proper and workmanlike manner and exercising due care and skill.

**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

## **2.9 Power to carry out work and recover costs**

Within the meaning of section 120 of the Management Act, if:

(a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

(b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

## **2.10 Application of the Civil Liability Act 2002**

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## **2.11 Recovery of amounts**

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

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

**Note.** *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

## **2.12 Alteration of building affecting lot boundary**

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

### **3 Definitions and interpretation**

#### **3.1 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 of these by-laws and do not affect the operation of these by-laws;
- (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 two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

#### **3.2 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 hereby.
- (b) No provision hereof 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.

#### **3.3 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.



### 3.4 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;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means lot 155 in the strata scheme bearing folio identifier 155/SP82176;

**Authorised Owner** means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

**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
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

**Building Works Conditions** means the provisions of Annexure A;

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

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Exclusive Use Area** means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - (i) only accessible from within that premises; or
  - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

**Management Act** means the Strata Schemes Management Act 2015;

**occupier** means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; 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 a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

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

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

**Resolution** means the special resolution of the owners corporation to authorise the Authorised 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 Authorised Owner;

**Scope of Works** means the Scope of Works in Annexure B;

**strata plan** means strata plan number 76137; and

**strata scheme** means the strata scheme relating to the strata plan.

## **Annexure A      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;
- (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 you and not subject to any charge, lien, security interest or similar;

- (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;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) 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 Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

### **1.3 Cleanliness, protection and rectification**

You 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.

### **1.4 Bond**

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

### **1.5 Plans and specifications**

If the owners corporation has not previously been provided with them, you 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.

## 1.6 Insurance

You 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.

## 1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

## 1.8 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 you are 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; and

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

**you** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**your** has a corresponding meaning to You.

## Annexure B      Scope of Works

### 2 Scope of Works

#### 2.1 Main bathroom

Renovation of the main bathroom of the Authorised Lot, including:

- (a) removal of all fixtures, fittings, cabinetry, bathtub, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, bathtub, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

## 2.2 Ensuite bathroom

Renovation of the ensuite bathroom of the Authorised Lot, including:


- (a) removal of all fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary.

## 2.3 Kitchen

Renovation of the kitchen of the Authorised Lot, including:

- (a) removal of all fixtures, fittings, appliances and cabinetry;
- (b) installation of new fixtures, fittings, appliances and cabinetry;
- (c) removal of floor and wall coverings;
- (d) installation of new floor and wall coverings; and
- (e) plumbing and electrical works as necessary.

The seal of The Owners – Strata Plan No. 76137  
was affixed on 1 February 2023  
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: 

Electronic signature of me, Angela Capri,  
affixed by me, or at my direction, on 1 February 2023


Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Dynamic Property Services P/L



## Approved Form 23

### Attestation

The common seal of the Owners – Strata Plan No 76137 was affixed on 1 February 2023  
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: 

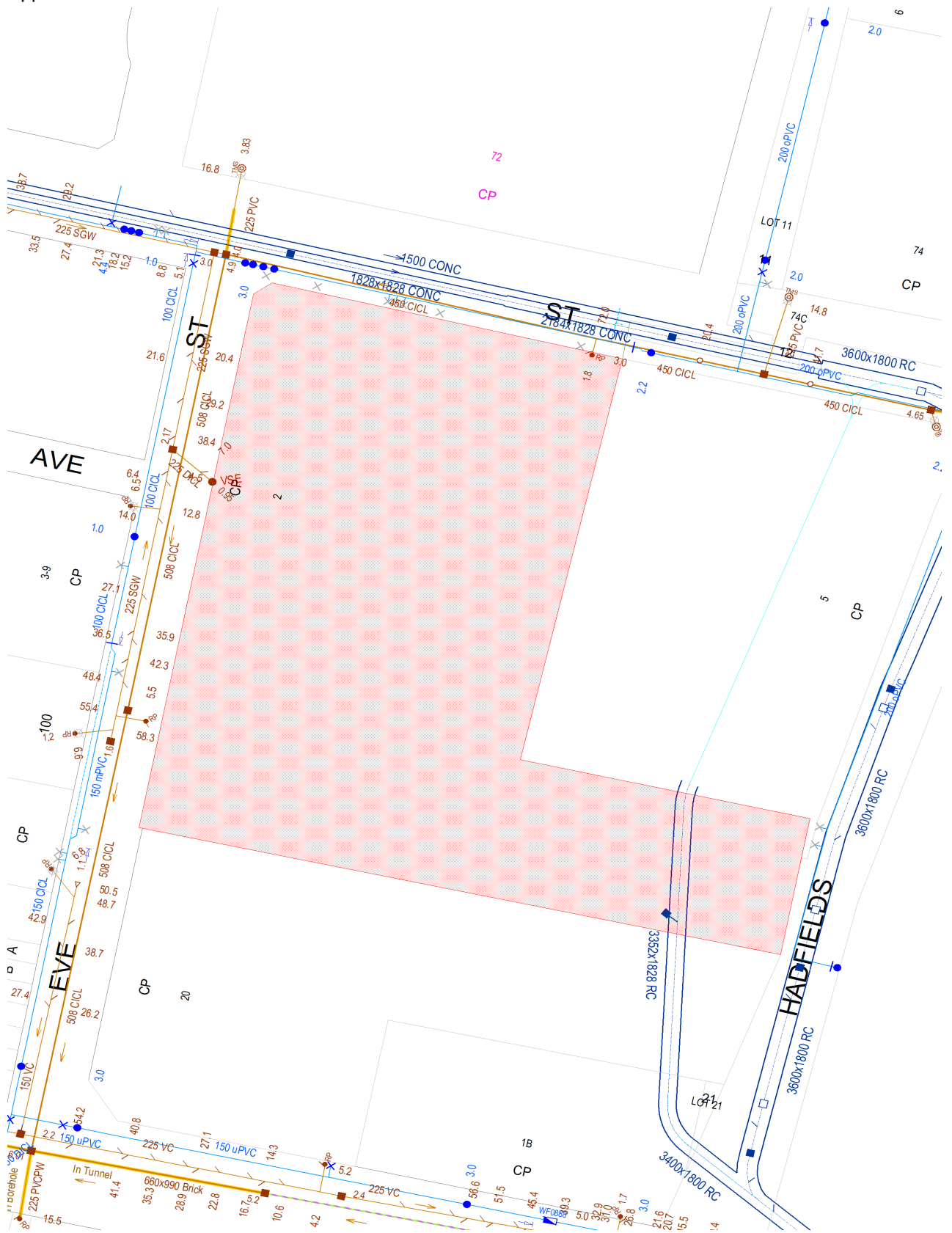
Electronic signature of me, Angela Capri,  
affixed by me, or at my direction,  
on 1 February 2023

Authority: Licensed Strata Managing Agent,  
[Licence No. 723973]  
Dynamic Property Services P/L



**Service Location Print**  
Application Number: 8003058278

Application Number: 8003058278



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## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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



## Pipe Types

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

## Further Information

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

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

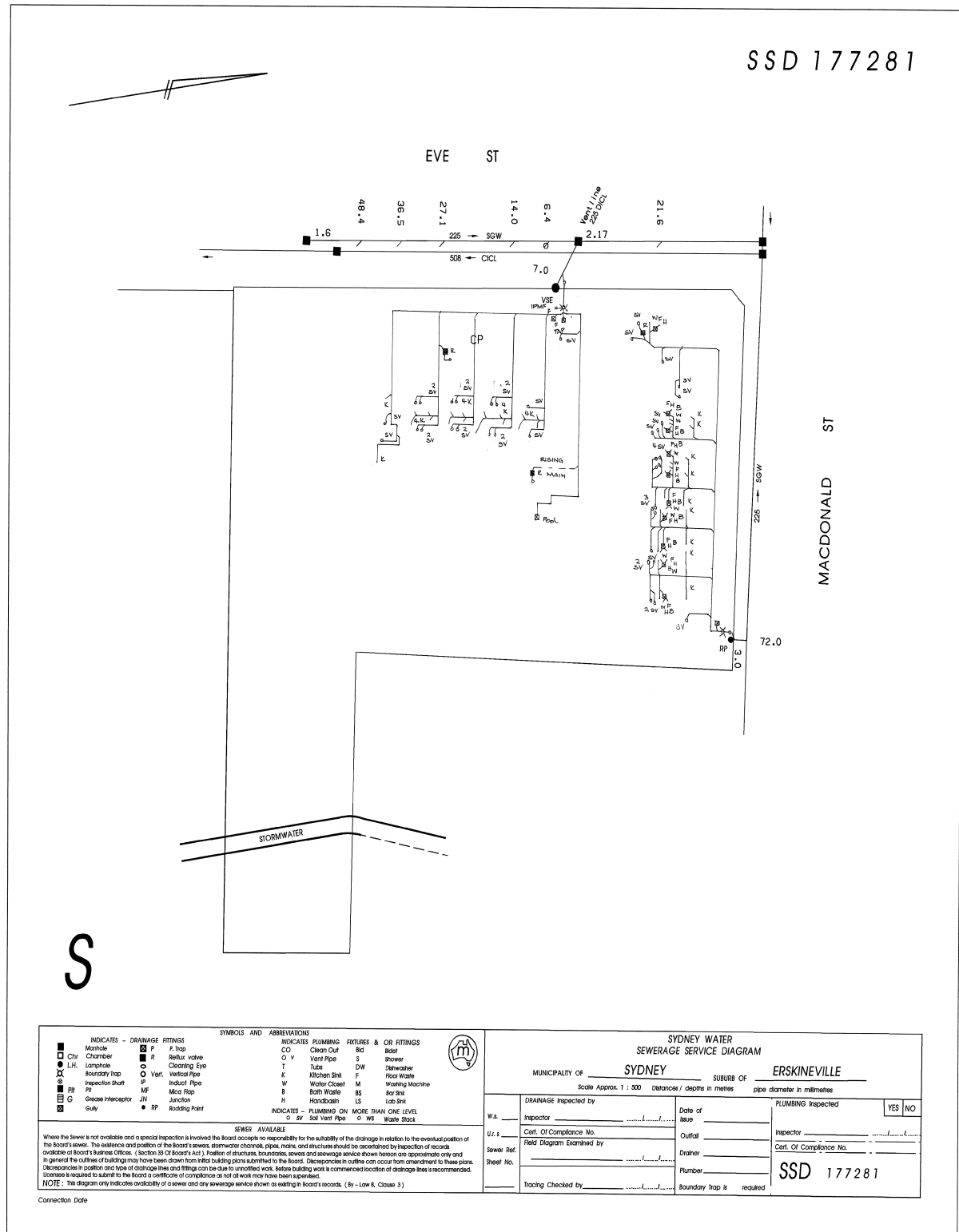
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8003058306



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## 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**.

INFOTRACK PTY LIMITED  
GPO BOX 4029

SYDNEY NSW 2001

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

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<b>Applicant:</b>	INFOTRACK PTY LIMITED
<b>Your reference:</b>	HW:AL:6369
<b>Address of property:</b>	8 Eve Street , ERSKINEVILLE NSW 2043
<b>Owner:</b>	THE OWNERS - STRATA PLAN NO 76137
<b>Description of land:</b>	Lot 1 DP 1091358, Lots 1-102 SP 76137, Lots 104-164 SP82176
<b>Certificate No.:</b>	2024300016
<b>Certificate Date:</b>	9/01/24
<b>Receipt No:</b>	
<b>Fee:</b>	\$62.00
<b>Paid:</b>	9/01/24

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

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**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure land uses support the viability of nearby centres.
- To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

**PROPOSED ZONING**

This property is not affected by a draft zone.

## LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012  
NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

## HERITAGE

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

[www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all

remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

### **State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

### **State Environmental Planning Policy (Housing) 2021**

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,

- (h) mitigating the loss of existing affordable rental housing.

### **State Environmental Planning Policy (Planning Systems) 2021**

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

### **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

### **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

### **State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021**

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

### **State Environmental Planning Policy (Sustainable Buildings) 2022**

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.



### (3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 <sup>th</sup> November 2021	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	<b>NO</b>

#### Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: [hpc.enquiry@planning.nsw.gov.au](mailto:hpc.enquiry@planning.nsw.gov.au)

### (4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

### **Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	<b>NO</b>
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	<b>NO</b>
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	<b>NO</b>
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	<b>NO</b>
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	<b>NO</b>
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	<b>NO</b>
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	<b>NO</b>
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	<b>NO</b>
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	<b>NO</b>
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	<b>NO</b>

▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	<b>NO</b>
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	<b>NO</b>
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	<b>NO</b>
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	<b>NO</b>

### **Housing Internal Alterations Code**

Complying development under the Housing Alterations Code **may** be carried out on the land.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

### **Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

### **Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

### **General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

### **Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

#### (5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

#### All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

#### (6) Affected building notices and building product rectification orders

- (1)
  - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
  - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

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](#).

**(7) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.**

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

**(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.**

This land **is not** affected by any road widening or road realignment under any planning instrument.

**(9) Flood related development controls information.**

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	<b>YES</b>
Property is outside the flood planning area	<b>NO</b>
Property is within a buffer zone	<b>NO</b>

- (2) If 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.

Property is between the flood planning area and probable maximum flood.	<b>YES</b>
Property is outside the flood planning area and probable maximum flood	<b>NO</b>
Property is within a buffer zone	<b>NO</b>

(3) In this section

**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.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

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

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

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

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

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

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 *does not* apply to the land *to which the certificate relates*.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

**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** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

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#### PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.** Planning certificate section 10.7 (2), local planning controls are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)



**General Enquiries:**

**Telephone: 02 9265 9333**

**Town Hall House**

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*

*Chief Executive Officer*

*City of Sydney*

*G.P.O. Box 1591*

*Sydney NSW 2000*

End of Document

# Standard Form Residential Tenancy Agreement

*Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)*

## IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

## AGREEMENT

This Agreement is made on **14 / 06 / 2023** at: **Infinity Property Agents** NSW **BETWEEN**

## LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: **Renita & Chris Michaels**

Phone: Mobile: Email: **JJ8933@outlook.com**

Other Contact Details:

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides:

**Note.** The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

**Note.** Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

## TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: **Peter Hong**

Address for service of notices (if not address of Residential Premises):

**2403/8 Eve Street, Erskineville NSW 2043**

Phone: Mobile: **+61432346913** Email: **peter.hong7885@gmail.com**

## LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: **Infinity Property Agents**

Address: **C/- Suite 38, 112-122 McEvoy Street** ACN:

**Alexandria NSW 2015** ABN: **54 104 841 974**

Phone: **( 02 ) 9669 9179** Mobile: Email: **rent@infinityproperty.com.au**

Licence No.: **915832** Licence Expiry: **30/11/2025**

## TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) **52 weeks**

☐ Periodic (no end date)

starting on: **23 / 06 / 2023** and ending on: **20 / 06 / 2024** (cross out if not applicable)

**Note.** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

**RESIDENTIAL PREMISES** *Note: insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **2403/8 Eve Street, Erskineville NSW 2043**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)*

1 x Microwave  
 1 x Dishwasher  
 1 x Dryer  
 No Parking

**RENT/RENT INCREASE**The rent is: **\$1,370.00** per: **fortnight** payable in advance starting on: **23 / 06 / 2023****Note.** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.Rent Increase 1: Then from: **/ /** pay: **/ /** per: **fortnight**Rent Increase 2: Then from: **/ /** pay: **/ /** per: **fortnight****Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.The tenant must pay the rent in advance on the **By the Due Date** of every **fortnight** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil**  
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS** Bank: **Macquarie Bank**BSB: **182-222** Account No.: **303 101 281** Payment Reference: **0432346913**

or any other account nominated by the landlord; or

(c) as follows: **NONE****Note.** The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.**RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of \$ **2,740** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or  
☐ the landlord's agent, or  
☒ NSW Fair Trading through Rental Bonds Online.

**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **1** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Real Power – Harrison** Phone: **0426 885 821**Plumbing Repairs: **NV Plumbing- Nick** Phone: **0404 966 411**Building Repairs: Phone: **/ /**Other Repairs: Phone: **/ /**

**WATER USAGE**

Will the Tenant be required to pay separately for water usage? ☒ Yes ☐ No If 'yes', see Clauses 12 and 13

**UTILITIES**

Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ No

Is gas supplied to the premises from an embedded network? ☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

**SMOKE ALARMS**

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

**Alkaline V**

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒ Yes ☐ No

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

**GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]**

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **agent@infinityproperty.com.au**

[Specify email address to be used for the purpose of serving notices and documents.]

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **peter.hong7885@gmail.com**

[Specify email address to be used for the purpose of serving notices and documents.]

**CONDITION REPORT**

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated        /        /        and entered into by the tenant, applies to this Agreement.

**TENANCY LAWS**

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

### COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

### RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

**Note.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

### RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note.** Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

### RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

### PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
    - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
  - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11. The tenant agrees to pay:**

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

**Note.** *Separately metered* is defined in the *Residential Tenancies Act 2010*.

**12. The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
  - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

**13. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**POSSESSION OF THE PREMISES****14. The landlord agrees:**

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT****15. The landlord agrees:**

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**USE OF THE PREMISES BY TENANT****16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

**18. The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Note.** Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES****19. The landlord agrees:**

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and



**Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

##### 21. The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

##### 22. The tenant agrees

not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

##### 23. The landlord and the tenant agree:

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

#### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

#### LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and



- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note.** Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

##### 37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

#### MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### SMOKE ALARMS

##### 42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

##### 43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

**SWIMMING POOLS**

[Cross out this clause if there is no swimming pool]

- 45. The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- 46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
  - 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.

**LOOSE-FILL ASBESTOS INSULATION**

- 47. The landlord agrees:**

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

**COMBUSTIBLE CLADDING**

- 48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

**SIGNIFICANT HEALTH OR SAFETY RISKS**

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

- 50. The landlord and the tenant agree:**

- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

**BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
  - 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
  - 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
  - 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

**ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

**ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

**No Pets.** In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

- 54. The tenant agrees:**

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

**55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

**56.1 The tenant agrees:**

- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

**56.2 The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### ADDITIONAL TERM - CONDITION REPORT

**57.** Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

**57.1** The condition report will form part of and be included in this agreement.

**57.2** The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

#### ADDITIONAL TERM - INSPECTIONS

**58.1** The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

**58.2** Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

#### ADDITIONAL TERM - CARE AND USE OF PREMISES

**59. The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.
- 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.



- 59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

#### **ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE**

*If Clause 45 is deleted this clause is not applicable.*

#### **60. Swimming Pool Safety and Maintenance**

- 60.1 At the commencement of the tenancy, the landlord will:
- handover the pool in a condition that is safe for use
  - provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2 During the term of the tenancy:
- the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
    - child-restraint barriers are in place and properly maintained,
    - access gates and doors are securely closed at all times,
    - at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
    - at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
  - where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
  - the tenant is responsible for general maintenance including:
    - regular cleaning of filter baskets
    - maintaining required water levels
    - removing vegetation and other rubbish from the pool
    - maintaining the pool water condition
    - regular pool services
    - payment of costs for all required pool chemicals
    - advising the landlord or the agent immediately of any pool related problem.
- 60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- opportunity to inspect the pool; and/or
  - a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

#### **ADDITIONAL TERM - RENTAL BOND**

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

#### **ADDITIONAL TERM - TERMINATION**

62. On termination or expiration of the term **the tenant agrees:**
- to deliver vacant possession in accordance with the termination notice; and
  - to deliver up all keys and security devices; and
  - to advise as soon as possible of the tenants contact address.
63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
- the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
  - the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
  - the parties are not relieved from their obligations to mitigate any loss on termination; and
  - the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

#### **ADDITIONAL TERM - END OF TERM OR OCCUPANCY**

66. The tenant will on vacating the premises:
- Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
  - At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
  - Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
  - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
  - Leave the premises (including the grounds) in a neat and tidy condition.
  - Fumigate as reasonably required if pets have been on the premises.
  - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
  - Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

**ADDITIONAL TERM - OCCUPANTS**

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - TELECOMMUNICATION SERVICES**

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

**ADDITIONAL TERM - STATUTES AND BY-LAWS**

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

**ADDITIONAL TERM - INSURANCE**

72. The landlord is not responsible for insuring the tenant's own property.
73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
  - cause or expose the landlord to any claim on any such insurance policy; or
  - cause any such insurance policy to be invalidated.

**ADDITIONAL TERM - RENT INCREASE DURING THE TERM**

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

**ADDITIONAL TERM - PRIVACY**

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
  - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
  - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
  - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
  - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
  - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

**ADDITIONAL TERM - DATA COLLECTION**

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

**ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS**

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or

- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

## NOTES

### 1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### 3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**OTHER ADDITIONAL TERMS**

*Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.*

The tenant/s acknowledge/s and agree/s in accordance with the Residential Tenancies Act 2010 Additional Terms - Clause 3 to 77 are all application and highlight sections for emphasis.

- Clause 3.1 to PAY RENT ON TIME. (This is very IMPORTANT. If you failed, this agreement will not be renewed.)
- Clause 11.6 to pay water usage charges if the residential premises are separately metered.
- Clause 17.1 to keep the residential premises reasonably clean
- Clause 56.2 to not keep animals on the residential premises without obtaining the landlords consent, Where such consent is provide, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenants expenses - invoices will be required.
- Clause 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and laws areas.
- Clause 59.11 to replace any light bulbs and fluorescent tubes that have blown during the tenancy.
- Clause 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, between tiles in wet areas.
- Clause 70 The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to such services.

**SIGNATURES****THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**Note.** Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

**SIGNED BY THE LANDLORD:**

DocuSigned by:  
Alessandro Pamplona

Date: 27/6/2023

(Signature of landlord or landlord's agent on behalf of the landlord)

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

**SIGNED BY THE LANDLORD:**

DocuSigned by:  
Alessandro Pamplona

Date: 27/6/2023

(Signature of landlord or landlord's agent on behalf of the landlord)

**Note.** May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

**SIGNED BY THE TENANT:**

DocuSigned by:  
Peter

Date: 15/6/2023

(Signature of tenant)

**SIGNED BY THE TENANT (2):**

Date: / /

(Signature of tenant 2)

**SIGNED BY THE TENANT (3):**

Date: / /

(Signature of tenant 3)

**SIGNED BY THE TENANT (4):**

Date: / /

(Signature of tenant 4)

**TENANT INFORMATION STATEMENT**

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

**SIGNED BY THE TENANT/S:**

DocuSigned by:  
Peter

Date: 15/6/2023

(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)