

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	Infinity Property Agents 38/112 McEvoy Street, Alexandria NSW 2015	Phone: 02 9699 9179 Fax: Ref:
Co-agent Vendor	Jingjing Chen C/- Infinity Property Agents, 38/112 McEvoy Street, Alexandria NSW 2015	
Vendor's solicitor	Mage & Co Pty Ltd PO Box 3755, Rhodes NSW 2138 info@mageco.com.au	Phone: 02 9191 7557 Fax: Ref: s170206
Date for completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	Unit 502, 1 Brightwell Lane ERSKINEVILLE NSW 2043 61/SP95273	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
Attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
Exclusions	
Purchaser	
Purchaser's solicitor	
Price	\$
Deposit	\$
Balance	\$
Contract date	(if not stated, the date this contract was made)

Buyer's agent	Phone: Fax: Ref:
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Vendor	<div style="border: 1px dashed black; padding: 5px;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	Witness
Purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	Witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) ☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

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

Land tax is adjustable ☐ NO ☒ yes

GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Whelan Property Group Pty Ltd

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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; any
- 10.1.8 easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 If the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Additional clauses forming part of this contract

Dated:

between:

(*vendor*)

and:

(*purchaser*)

1. Alterations to printed form

- 1.1 Clause 16.8 is deleted.
- 1.2 Clause 7.1.1 is deleted.
- 1.3 Clause 16.5 is deleted.
- 1.4 Clause 24.3.3 is deleted.
- 1.5 Clause 29 of this contract is deleted.
- 1.6 Delete 23.13 and replace it with "The Vendor authorizes the purchaser to apply for a certificate under S.184 Strata Schemes Management Act 1996 or S.26 Community and Management Act 1989 in relation to the lot, the schemes or any other schemes.
- 1.7 In clause 14.4 delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but";
- 1.8 Clause 31.4 replace 7 days to 2 day.

2. Real Estate Agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

3. Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

Should the Vendor be required to serve Notice to Complete the Purchaser must allow an adjustment of \$330.00 in favour of the Vendor on completion as the vendor's additional costs and service fees.

4. Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

In the event that the Purchaser carries out the Building Certificate or the Outstanding Notice report from Council Prior to completion and after exchange of contracts, and the report requires the Vendor to carry out any work or any demolition work in any part of the property, the purchaser cannot rescind the contract, delay

for settlement or claim for any compensation whether or not the vendor carries out this work order by Council or any statutory authority. This clause does not merge on completion.

5. Capacity

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

- 5.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 5.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.
- 5.1.3 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

6. Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 9% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

7. Swimming pool

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the Swimming Pools Act 1992.

The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool and erection of a warning notice.

8. GST

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

9. Release of Deposit

The parties agree that the deposit shall be released to the Vendor or the Vendor's Solicitor on demand to an alternate purchase by the Vendor.

10. Guarantee and Indemnity

The Officers or persons who sign this Contract on behalf of the Purchase company jointly and severally guarantee all obligations of the Purchase under this Contract including the payment of the purchase price and as a separate covenant they jointly and severally indemnify the Vendor in respect of any default of the Purchaser under this Contract. This Guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any compromise release or variation of the terms of this Contract between the Vendor and the Purchaser.

11. Deposit

In the event that the Purchaser has whether by agreement or otherwise paid a deposit of less than 10% of the purchase price and in the event that the Vendor becomes entitled to forfeit the deposit in accordance with the Clause 9 hereof the Vendor shall be entitled in addition to such forfeiture and in addition to any other rights on the part of the Vendor herein contained or otherwise to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and 10% of the purchase price and the provision of this special condition shall not merge upon completion thereof.

12. Warning: Smoke Alarms

The owners of certain types of buildings and strata lot must have smoke alarms (or in certain case 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.

13. Requisitions on Title

The parties agree that the Vendor's obligation to answer any requisitions under Clause 5 of the standard printed form condition shall be stated in the standard Form attached hereto.

14. Representations, Warranties and acknowledgements

The Purchaser enters into this agreement entirely as a result of the Purchaser's own enquiries and the Purchaser warrants that the Vendor has not, nor has anyone on the vendor's behalf, made any representation other than as set out in this agreement which has in any manner influenced the Purchaser to enter into this agreement. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written agreement.

15. Foreign Purchaser

The Purchaser Warrants:

15.1.1.1.1 That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

15.1.1.1.2 That the Purchaser is a foreign person within the Meaning of the Foreign Acquisition and Takeovers Act 1975 and that the Treasury of the Commonwealth of Australia has

advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser

- 15.1.1.1.3 If the Purchaser breaches this clause, the Purchaser will be liable to compensate the Vendor for loss incurred as a result of the breach.

16. Land Tax Certificate

The vendor will serve a current Land Tax Certificate on the purchaser at least 2 days prior to settlement. Should the vendor fail to serve a current Land Tax Certificate on the purchaser within this timeframe, the purchaser does not have to complete earlier than 2 days after service of the certificate

COOLING-OFF CERTIFICATE

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as
vendor
to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of 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.

- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Amendment Act 2004.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

Requisitions

- 1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.
- 2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.
- 3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.
- 4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.
- 5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:-
 - (a) Family Provision Act 1982 (NSW Statute)?
 - (b) Property (Relationships) Act 1984 (NSW Statute)?
 - (c) Family Law Act 1975 (Commonwealth Statute)?If so, please advise full details.
- 6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instruments in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.
- 7. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.
- 8. If the Vendor is a company, are any of its officers aware of:-
 - (a) a resolution having been passed to wind up the company?
 - (b) a summons having been filed to wind up the company?
 - (c) the appointment of a receiver over the company's assets and property?
 - (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?
 - (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?
 - (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?
- 9. If the sale of the property is subject to an existing tenancy:-
 - (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.
 - (b) Has there been any breach of the lease in which case such breach must be remedied before completion.
 - (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.
 - (d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.
 - (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.
 - (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3, 24.4.4 on or before completion.
- 10. If the lot is sold "off-the-plan":-
 - (a) The Vendor must provide the Purchaser before completion with:-
 - (i) an Occupation Certification (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.
 - (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.

- (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.
- (iv) evidence that a final Fire Safety Certificate has been issued for the building.
- (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.
- (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?
- (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?
- (e) The Vendor must comply with Clause 28 before completion.
- 11. If the Vendor is an executor and/or trustee:-
 - (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.
 - (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?
 - (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.
 - (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.
- 12. If the Transfer will be signed under Power of Attorney:-
 - (a) Please produce before completion a copy of the registered Power of Attorney, and
 - (b) Please provide written evidence of its non-revocation.
- 13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?
- 14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 – 23.7 inclusive and the Vendor must comply with Clause 16.6
- 15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.
- 16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?
- 17. Are there any outstanding notices issued under:-
 - (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or
 - (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?
- 18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.
- 19.
 - (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measure carried out every 12 months as the Regulation requires, to the Vendor's knowledge?
 - (b) Does the owners corporations submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide a documentary evidence of such compliance?
 - (c) Have any fire safety measure been installed in the lot, for example, smoke detectors?
- 20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?
- 21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice relates to noise problems in the lot or in any adjoining lots?
- 22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.
- 23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.
- 24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.
- 25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act/ if so, please advise details.
- 26. Has any order been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.
- 27. If a Swimming Pool is included in the parcel:-
 - (a) Was its construction approved by the local Council? Please furnish a copy of such approval.
 - (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?
- 28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?

29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel?
 - (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion.
 - (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?
32. In relation to the by-laws of the Owners Corporation:-
 - (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes.
 - (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:-
 - (a) Annual General Meeting of the Owners Corporation.
 - (b) (If applicable) Extraordinary General Meeting of the Owners Corporation.
 - (c) Meeting of the Executive Committee.
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.

STANDARD REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

-
1. Noted
 2. Noted
 3. Noted
 4. Not that the vendor is aware
 5. (a) Not that the vendor is aware
(b) Not that the vendor is aware
(c) Not that the vendor is aware
 6. Noted
 7. Noted
 8. Not applicable
 9. (a) Copy of Residential Tenancy Agreement attached to the contract
(b) Not as far as Vendor is aware
(c) Usual adjustments will be adjusted on settlement, rent to be adjusted by the managing agents. Please advise if your clients are using different managing agent.
(d) Not applicable
(e) Not applicable
(f) Noted
 10. (a) – (e) Not applicable
 11. (a) – (d) Not applicable
 12. (a) – (b) Not applicable
 13. Not that the vendor is aware
 14. The usual adjustments will be made in accordance with the Contract
 15. Other than as disclosed in the Contract, not that the vendor is aware
 16. Other than as disclosed in the Contract, not that the vendor is aware
 17. (a) – (b) No, so far as the vendor is aware
 18. Not that the vendor is aware
 19. (a) – (b) The purchaser should make their own enquiry
(c) Yes
 20. The purchaser should make their own enquiry
 21. No, so far as the vendor is aware and the purchaser should make their own enquiry
 22. No, so far as the vendor is aware and the purchaser should make their own enquiry
 23. No, so far as the vendor is aware and the purchaser should make their own enquiry
 24. No, so far as the vendor is aware and the purchaser should make their own enquiry
 25. Not that the vendor is aware
 26. Not that the vendor is aware
 27. (a) – (b) Not applicable
 28. No
 29. No, so far as the vendor is aware and the purchaser should make their own enquiry
 30. (a) – (b) Not that the vendor is aware
 31. No, so far as the vendor is aware and the purchaser should make their own enquiry
 32. (a) No, so far as the vendor is aware and the purchaser should make their own enquiry
(b) Yes
 33. The purchaser should make their own enquiry.
 34. No, so far as the vendor is aware and the purchaser should make their own enquiry
 35. Not that the vendor is aware
 36. Refer to the Section 109 Certificate
 37. (a) – (c) The purchaser should make their own enquiry
 38. Not allowed
 39. Noted



FOLIO: 61/SP95273

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/10/2021	3:43 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 61 IN STRATA PLAN 95273
AT ERSKINVILLE
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

JINGJING CHEN (T AM577691)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95273
- 2 SP95273 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP95273 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 AM577692 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

s170206

PRINTED ON 1/10/2021



FOLIO: CP/SP95273

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/10/2021	3:43 PM	1	25/5/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95273
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ERSKINVILLE
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP95273

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95273
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 75
STRAWBERRY HILLS NSW 2012

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 AJ983546 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 4 AK499227 POSITIVE COVENANT
- 5 DP1203935 EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1203935 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1203935 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1203935 EASEMENT FOR SERVICE VEHICLES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1203935 POSITIVE COVENANT
- 10 AM330011 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO 76948 TOGETHER WITH A RIGHT OF WAY (C) AND AN EASEMENT FOR ELECTRICITY WORKS (B) AFFECTING ANOTHER PART OF THE LAND ABOVE DESCRIBED ALL AS SHOWN AS IN PLAN WITH

END OF PAGE 1 - CONTINUED OVER

s170206

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FOLIO: CP/SP95273

PAGE 2

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

AM330011. EXPIRES: 30/4/2067. OPTION OF RENEWAL: 25
YEARS.

11 SP95273 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 95273

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 201		2 - 201		3 - 191		4 - 102	
5 - 85		6 - 181		7 - 98		8 - 144	
9 - 108		10 - 88		11 - 150		12 - 143	
13 - 104		14 - 181		15 - 99		16 - 147	
17 - 114		18 - 176		19 - 144		20 - 107	
21 - 150		22 - 102		23 - 150		24 - 111	
25 - 168		26 - 147		27 - 108		28 - 200	
29 - 167		30 - 167		31 - 216		32 - 210	
33 - 170		34 - 147		35 - 104		36 - 148	
37 - 148		38 - 144		39 - 144		40 - 104	
41 - 107		42 - 161		43 - 151		44 - 107	
45 - 148		46 - 187		47 - 107		48 - 114	
49 - 164		50 - 154		51 - 108		52 - 151	
53 - 153		54 - 108		55 - 115		56 - 155	
57 - 155		58 - 109		59 - 153		60 - 157	
61 - 109		62 - 117		63 - 122		64 - 112	
65 - 173		66 - 166		67 - 117		68 - 122	
69 - 124		70 - 122		71 - 183			

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

s170206

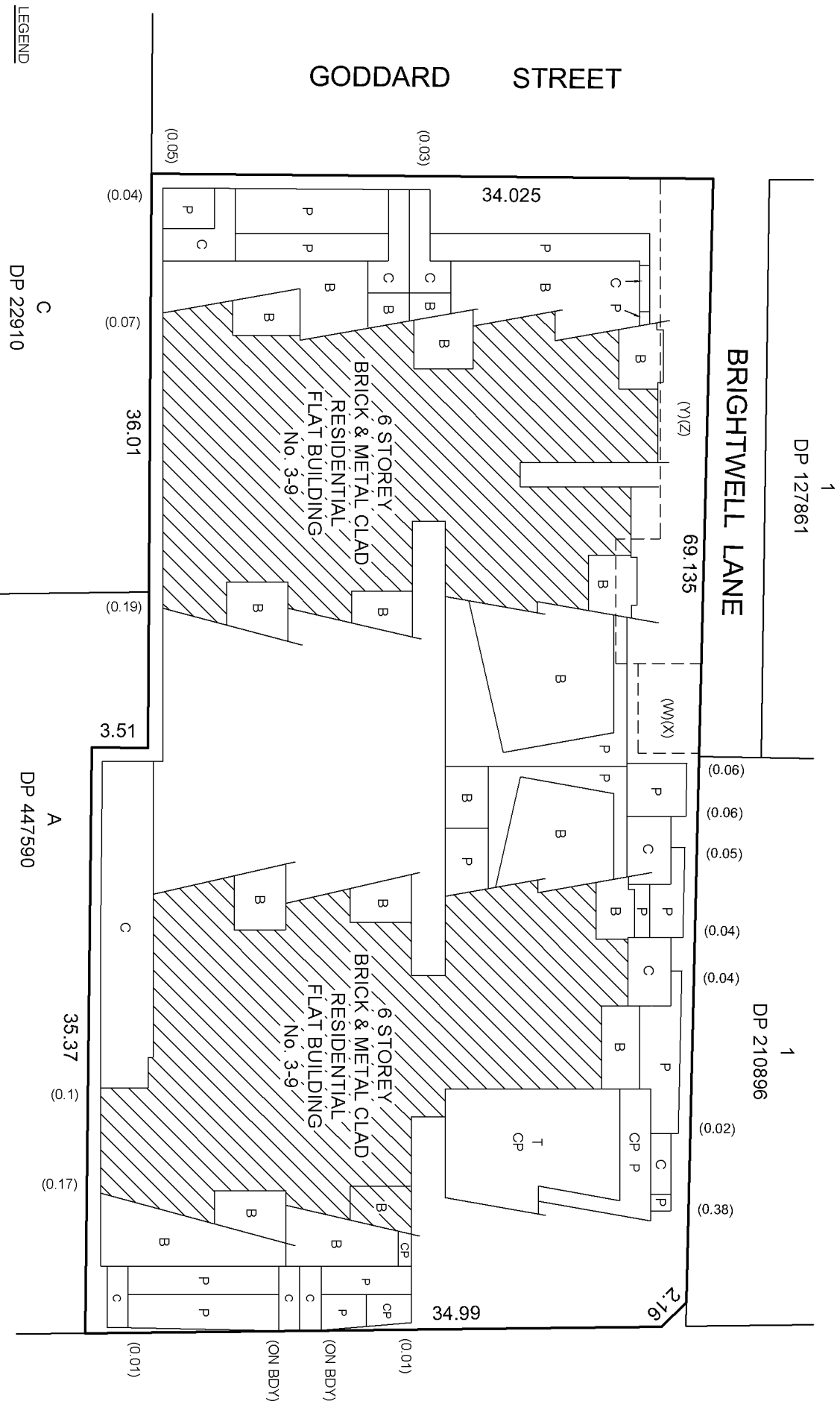
PRINTED ON 1/10/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch 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.

BRIGHTWELL LANE

GODDARD STREET

EVE STREET



LEGEND
B DENOTES BALCONY
C DENOTES COURT YARD
CP DENOTES COMMON PROPERTY
P DENOTES PLANTER
T DENOTES TERRACE

LOCATION PLAN

(W) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (DP 1203935)
(X) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1203935)
(Y) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1203935)
(Z) EASEMENT FOR SERVICE VEHICLES VARIABLE WIDTH (DP 1203935)

Surveyor: JARROD HOCKING
Surveyor's Ref: 10043-003
Subdivision No: 142/2017
Lengths are in metres. Reduction Ratio 1:250

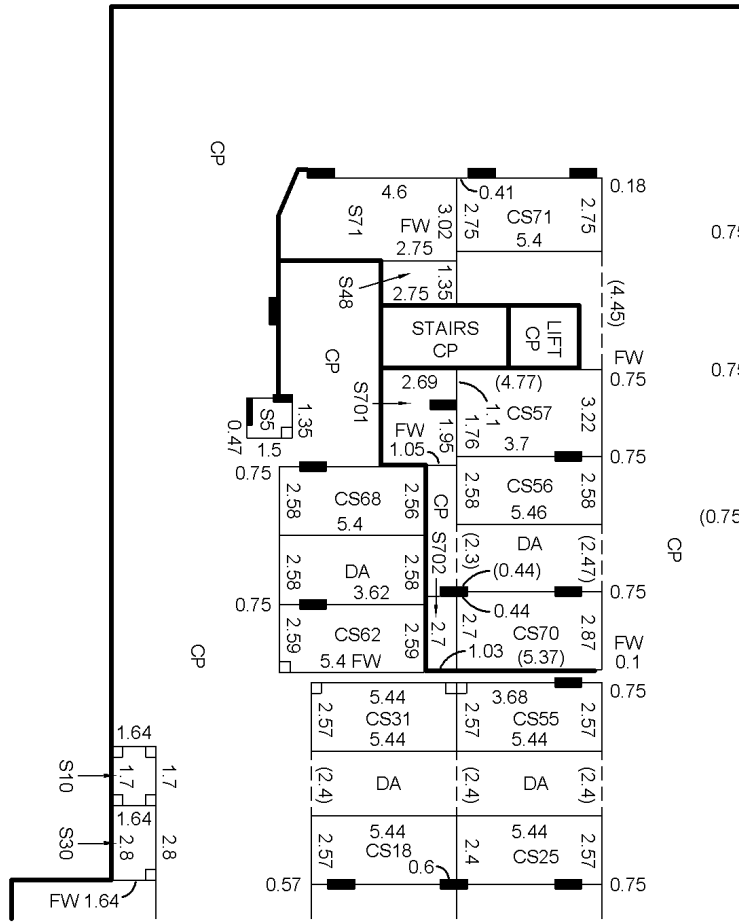
Registered
25.5.2017

SP95273

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm														

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

3.32	2.4	2.67	2.58	2.58	2.77	VP	VP	VP	VP	VP
CS53	CS65	CS60	CS59	CS46	CS66					
5.43	5.42	3.65	5.41	3.66	5.42					
3.35	2.4	2.67	2.58	2.58	2.77	(2.77)				



CONTINUES SHEET 3

CARSPACE ALLOCATION

CARSPACE	LOT No.	AREA (m²)
CS18	PT18	13
CS25	PT25	13
CS31	PT31	13
CS46	PT46	13
CS53	PT53	18
CS55	PT55	13
CS56	PT56	13
CS57	PT57	17
CS59	PT59	13
CS60	PT60	14
CS62	PT62	13
CS65	PT65	13
CS66	PT66	14
CS68	PT68	13
CS70	PT70	15
CS71	PT71	14

STORAGE ALLOCATION

STORAGE	LOT No.	AREA (m²)
S5	PT5	2
S10	PT10	2
S30	PT30	4
S48	PT48	3
S701	PT70	8
S702	PT70	2
S71	PT71	19

LEGEND

- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- DA DENOTES DISABLE ACCESS (CP)
- FW DENOTES FACE OF WALL PRODUCED
- S DENOTES STORAGE SPACE
- VP DENOTES VISITOR PARKING (CP)

- DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES 90° ANGLE

BASEMENT

Surveyor: JARROD HOCKING
Surveyor's Ref: 10043-003
Subdivision No: 142/2017
Lengths are in metres. Reduction Ratio 1:200

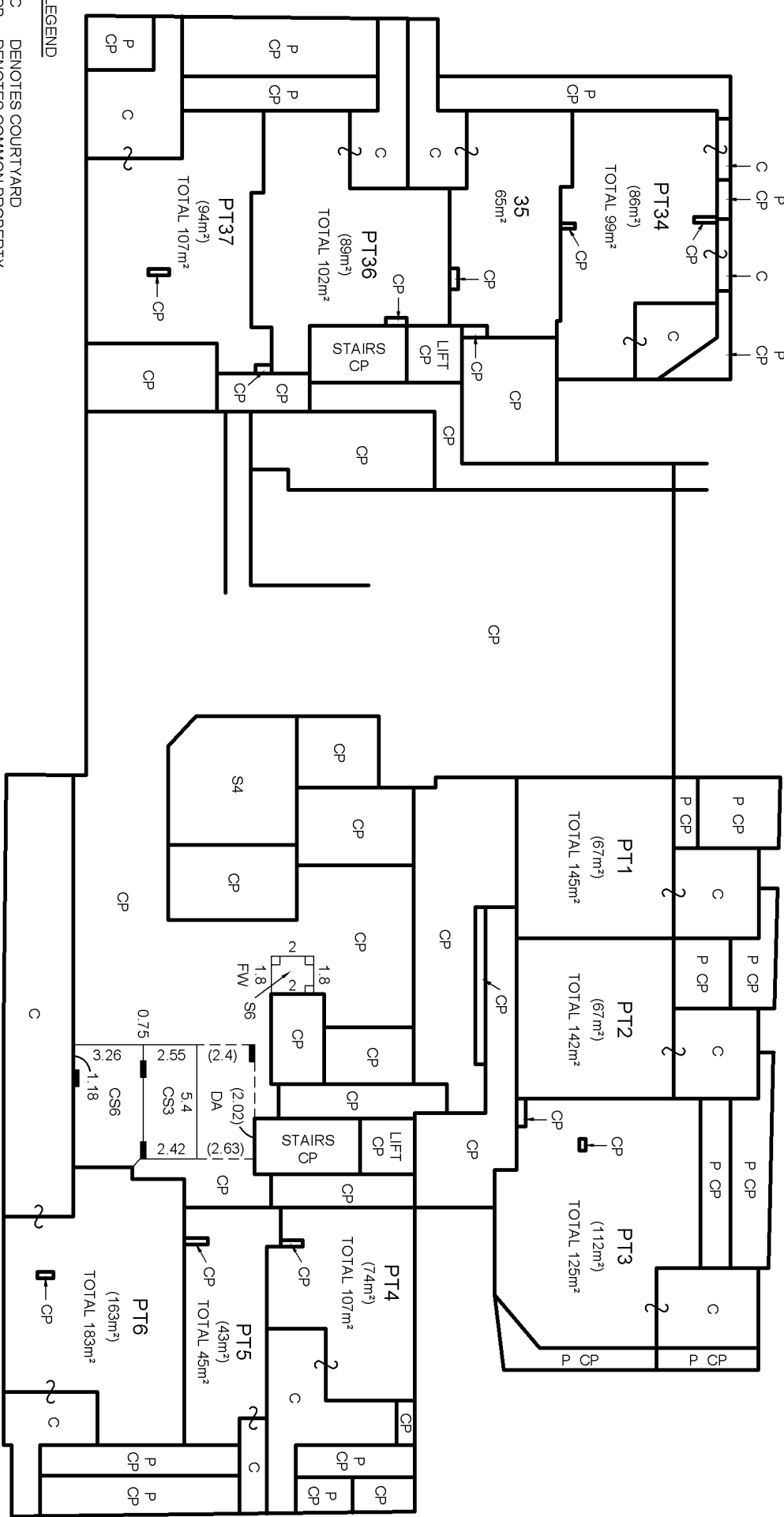
Registered
25.5.2017

SP95273

SP95273

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

COURTYARDS ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT.



LEGEND

- C DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY
- DA DENOTES DISABLE ACCESS (CP)
- FW DENOTES FACE OF WALL PRODUCED
- P DENOTES PLANTER

— DENOTES PROLONGATION OF CENTRELINE OF COLUMN

— DENOTES PROLONGATION OF FACE OF COLUMN

L DENOTES 90° ANGLE

STORAGE ALLOCATION		
STORAGE	LOT No.	AREA (m²)
S4	PT4	33
S6	PT6	3

CARSPACE ALLOCATION		
CARSPACE	LOT No.	AREA (m²)
CS3	PT3	13
CS6	PT6	17

GROUND FLOOR

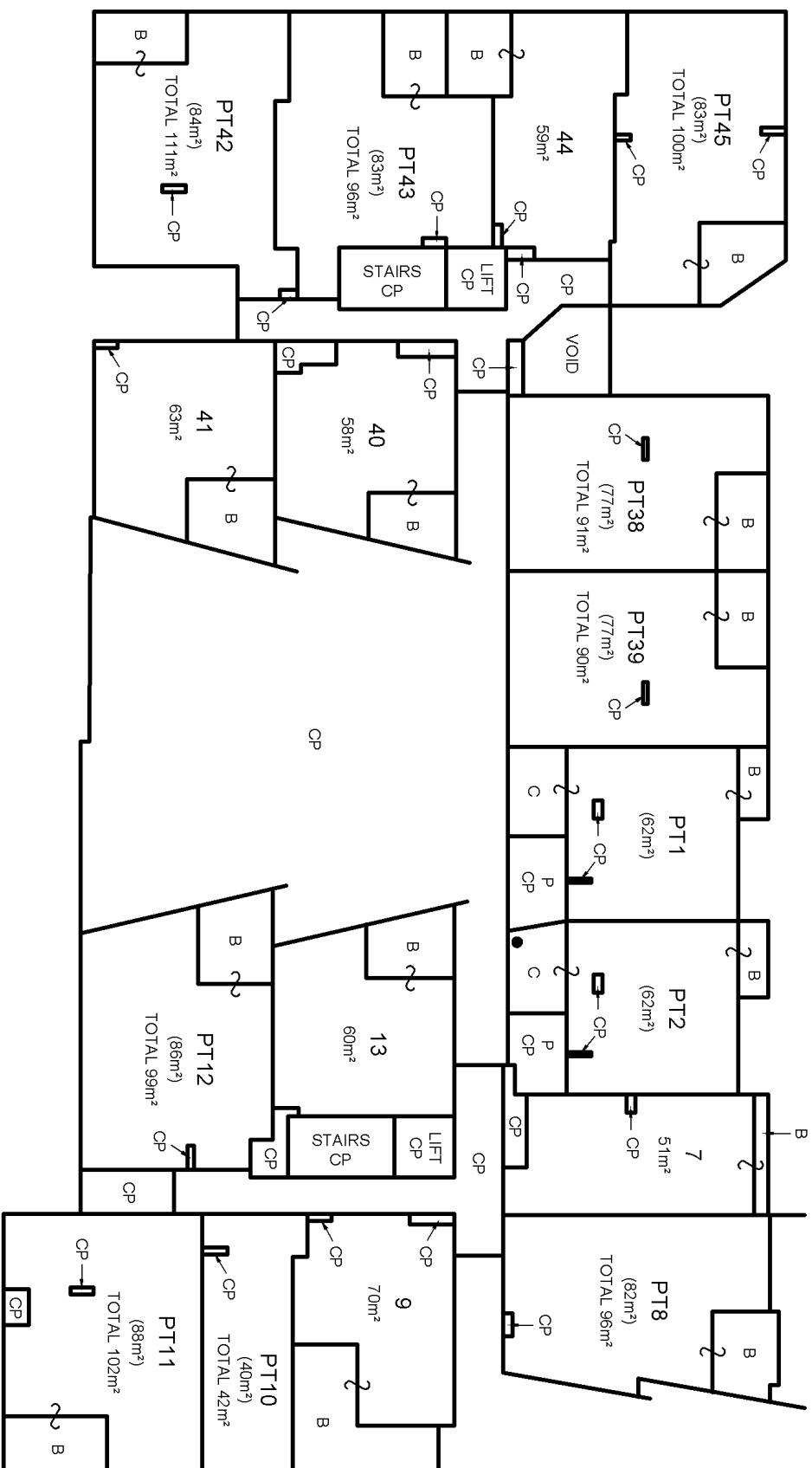
Surveyor: JARROD HOCKING
Surveyor's Ref: 10043-003
Subdivision No: 142/2017
Lengths are in metres. Reduction Ratio 1:200

Registered
25.5.2017

SP95273

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

BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO
3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE
FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT.



LEVEL 1

LEGEND

- C DENOTES COURTYARD
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- P DENOTES PLANTER

Surveyor: JARROD HOCKING

Surveyor's Ref: 10043-003

Subdivision No: 142/2017

Lengths are in metres. Reduction Ratio 1:200

Registered



25.5.2017

SP95273

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

BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 3
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE
FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT.



LEVEL 2

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- P DENOTES PLANTER

Surveyor: JARROD HOCKING

Surveyor's Ref: 10043-003

Subdivision No: 142/2017

Lengths are in metres. Reduction Ratio 1:200

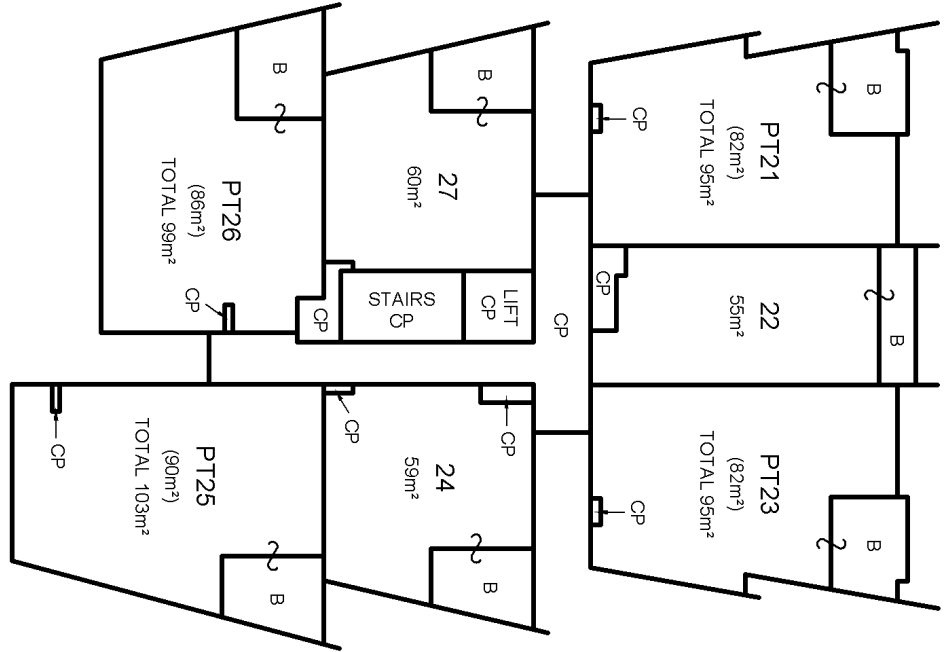
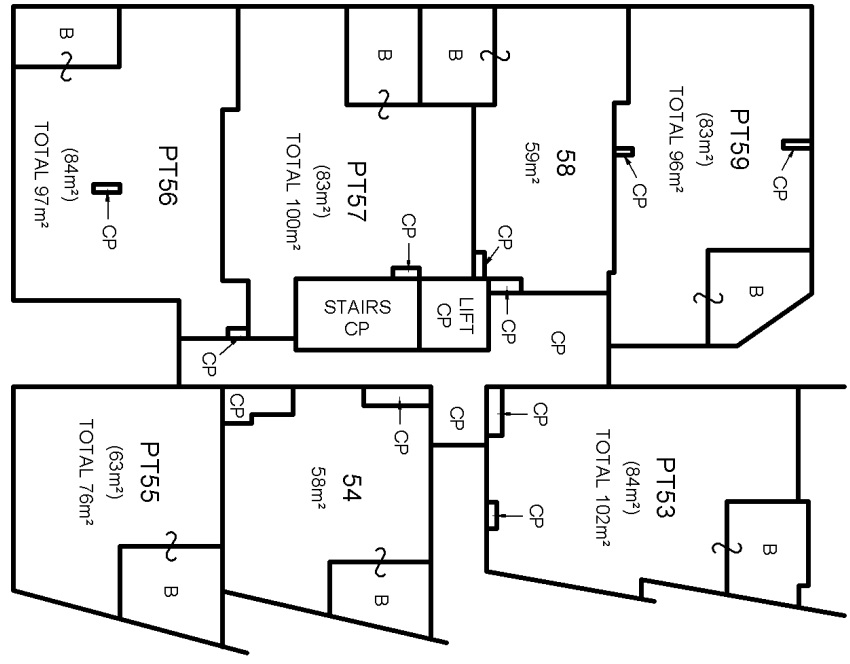
Registered

25.5.2017

SP95273

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

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



LEVEL 3

LEVEL 4 DOES NOT EXIST
THE NEXT LEVEL ABOVE
THIS FLOOR IS LEVEL 5

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY

0	10	20	30	40	50	60	Table of mm	90	100	110	120	130	140
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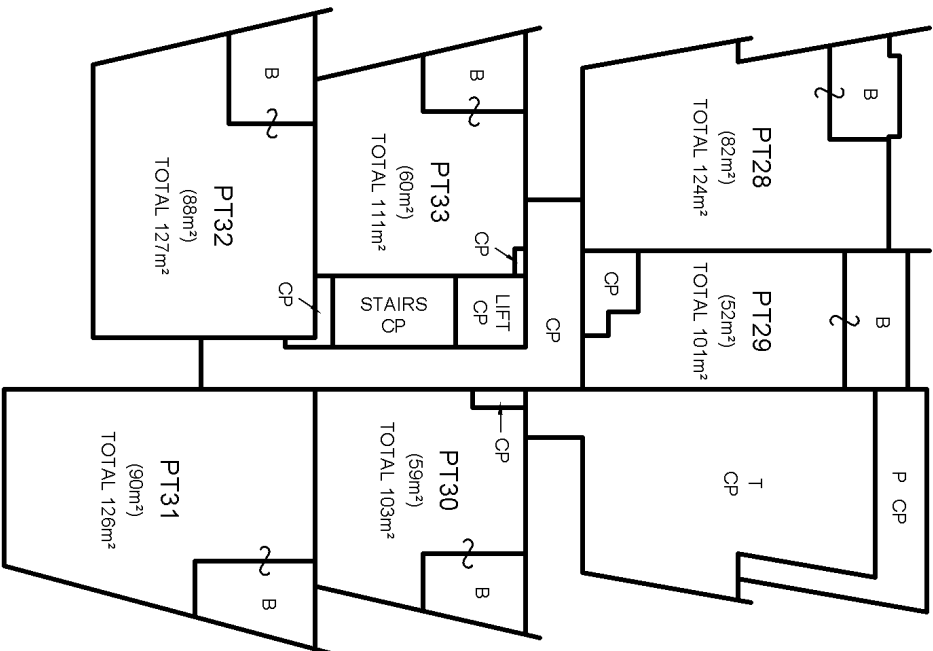
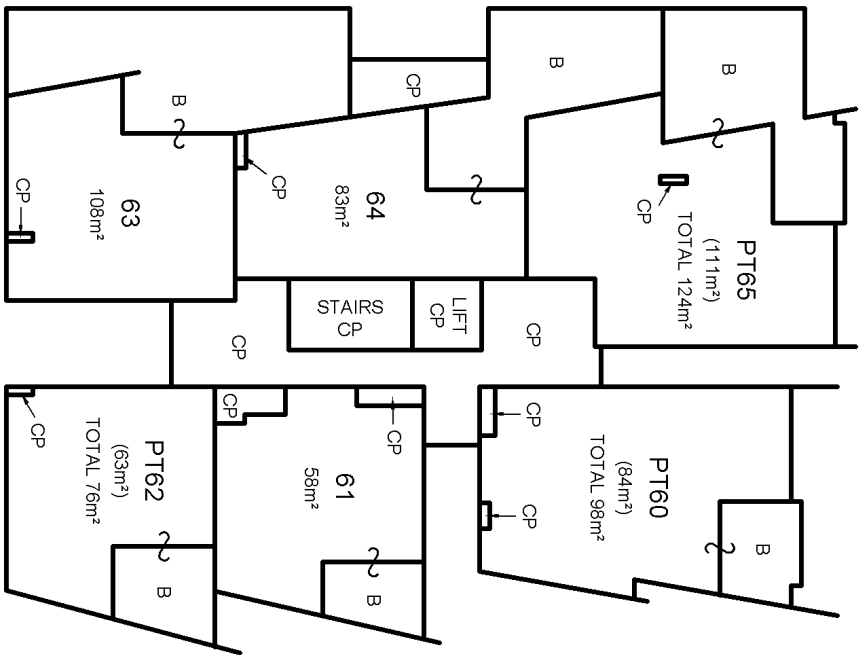
Surveyor: JARROD HOCKING
Surveyor's Ref: 10043-003
Subdivision No: 142/2017
Lengths are in metres. Reduction Ratio 1:200

Registered
25.5.2017

SP95273

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

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



LEVEL 5

LEVEL 4 DOES NOT EXIST
THE NEXT LEVEL BELOW
THIS FLOOR IS LEVEL 3

LEGEND

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

Surveyor: JARROD HOCKING

Surveyor's Ref: 10043-003

Subdivision No: 142/2017

Lengths are in metres. Reduction Ratio 1:200

Registered

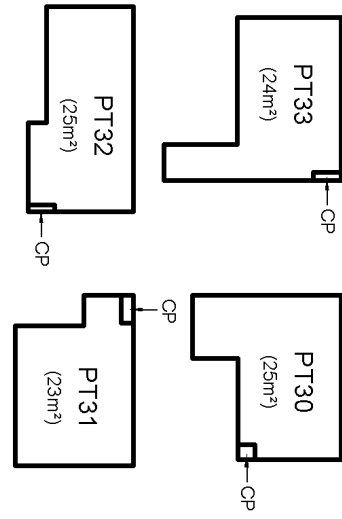
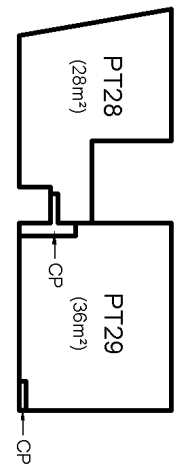
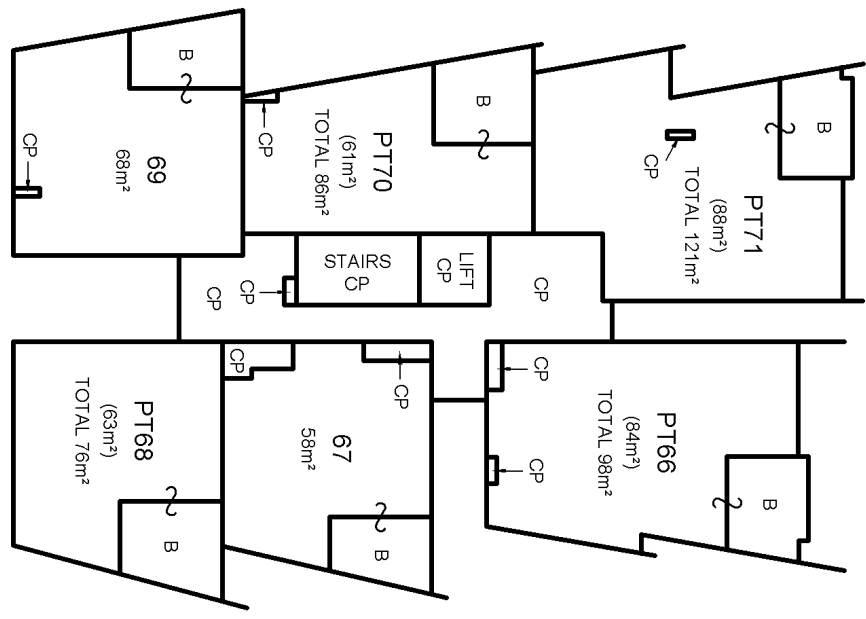


25.5.2017

SP95273

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

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



LEVEL 6

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY

0	10	20	30	40	50	60	Table of mm	90	100	110	120	130	140
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Surveyor: JARROD HOCKING
Surveyor's Ref: 10043-003
Subdivision No: 142/2017
Lengths are in metres. Reduction Ratio 1:200

Registered
25.5.2017

SP95273

SP FORM 3.01

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  25.5.2017

SP95273

PLAN OF SUBDIVISION OF LOT 1
IN DP 1203935

LGA: SYDNEY
Locality: ERSKINEVILLE
Parish: PETERSHAM
County: CUMBERLAND

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

Address for Service of Documents

PO Box 75
Strawberry Hills NSW 2012

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata schemes together with:
Keeping of animals: Option *A/*B
Smoke penetration: Option *A/*B
(see Schedule 3 Strata Schemes Management Regulation 2016)~~
* The strata by-laws lodged with the plan.

Surveyor's Certificate

I Jarrod Hocking
of Boxall Surveyors Pty Ltd,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

~~*(a) a public place~~

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

Signature: 

Date: 1-12-2016

Surveyor ID: 8441

Surveyor's Reference: 10043-003

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

Strata Certificate (Accredited Certifier)

I, ANTHONY ALLEN, being an Accredited Certifier, accreditation number BPB0004, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

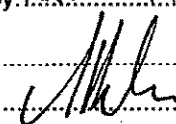
~~*(a) This plan is part of a development scheme.~~

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

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


Certificate Reference: 142/2017

Relevant Planning Approval No.: CDC 2017/26
issued by: ANTHONY ALLEN (BPB0004)

Signature: 

Date: 13/4/17

^ Insert lot numbers of proposed utility lots.

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  25.5.2017		SP95273

VALUER'S CERTIFICATE

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


Signature:  Date 17/02/17

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

LOT No.	Unit Ent
1	201
2	201
3	191
4	102
5	85
6	181
7	98
8	144
9	108
10	88
11	150
12	143
13	104
14	181
15	99
16	147
17	114
18	176
19	144
20	107
21	150
22	102
23	150
24	111
25	168

LOT No.	Unit Ent
26	147
27	108
28	200
29	167
30	167
31	216
32	210
33	170
34	147
35	104
36	148
37	148
38	144
39	144
40	104
41	107
42	161
43	151
44	107
45	148
46	187
47	107
48	114
49	164
50	154

LOT No.	Unit Ent
51	108
52	151
53	153
54	108
55	115
56	155
57	155
58	109
59	153
60	157
61	109
62	117
63	122
64	112
65	173
66	166
67	117
68	122
69	124
70	122
71	183
Total	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> Registered:  25.5.2017		SP95273
Office Use Only		

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


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

Pursuant to Section 7 (3) of the Strata Schemes (Freehold Development) Act, 1973 and Section 88B of the Conveyancing Act 1919 as amended, it is intended to create:

- Restriction on use of land
- Restriction on use of land
- Restriction on use of land

EXECUTED by ICHTHYS PTY LTD ACN 168 051 134

in accordance with section 127(1) of the Corporations Act 2001:



 Signature of Sole Director & Secretary

Tenny George Andriastakis

 Name of Sole Director & Secretary

EXECUTED by PSARY PTY LTD ACN 168 050 057

in accordance with section 127(1) of the Corporations Act 2001:

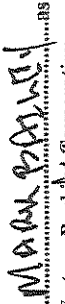




 Signature of Sole Director & Secretary

Tenny George Andriastakis

 Name of Sole Director & Secretary

**Approval of Mortgagee under mortgage AK531937
 Westpac Banking Corporation ACN 007 457 141**

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee SIGNED by  as attorney for Westpac Banking Corporation under power of attorney Book 4999 No. 332 (Signature) Tier Three Attorney By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. Signature of witness:  Name of witness: <i>Benjamin Levy</i> Address of witness: Level 3, 275 Kent St Sydney NSW 2000 S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
--	---

Approved Form 7	Strata Plan By-laws	Sheet 1 of 33 sheet(s)
Office Use Only Registered:  25.5.2017		Office Use Only SP95273

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

By-Laws for Luxe Apartments

Allen Partners
PO Box R1742
Royal Exchange NSW 1225
T: +612 9029 2513
E: info@allenpartners.net

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

A

Luxe Apartments | 3-9 Eve Street, 8-12 Goddard Street, 1 Brightwell Lane, Erskineville SP95273

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1	Dictionary	
1.1	Meaning of words	
	Words in bold type in this clause 1.1 are defined terms. Defined terms (in any form) mean:	

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acoustic consultant	an accredited member of the Association of Australian Acoustical Consultants (or other professional body acceptable to the owners corporation).
acoustic standard	the minimum 6-star rating prescribed by the Acoustical Star Ratings system published by the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse Acoustic Rating (September 2010) or its replacement.
air-conditioned lot	a lot that has the use and benefit of an air-conditioning system which services an air-conditioned lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air-conditioning system to an air-conditioned lot or which are otherwise for the use of an air-conditioned lot.
building works	<p>works to the common property (not being cosmetic work or minor renovations) and being work requiring consent under section 111 of the Management Act. This work includes alterations, additions, penetrations, damage, removal, repairs or replacement of:</p> <ul style="list-style-type: none">(a) air-conditioning systems (whether located on common property or in a lot; or(b) common property structures, including the common property walls, floor and ceiling enclosing a lot. Common property walls include windows and doors in those walls;(c) the structure of a lot;(d) the internal walls inside a lot (e.g. a wall dividing two rooms in a lot);(e) common property services; or(f) services in the Luxe, whether or not they are for the exclusive use of a lot.
caretaker	the person appointed by the owners corporation under these by-laws to perform the role of caretaker.

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cleaner	the person the owners corporation appoints under by-law 20 to provide services for Luxe common property component.
cosmetic work	works described in section 109 of the Management Act
common property	common property in Luxe and personal property of the owners corporation.
Council	City of Sydney Council and its successors.
developer	Ichthys Pty Ltd (ACN 168051134) and Psary Pty Ltd (ACN 168050057) and any owner to which they assign their rights as developer under these by-laws.
Development Act	Strata Schemes Development Act 2015 (NSW).
EPA	the Environment Protection Authority or other relevant government agency from time to time.
exclusive use by-laws	by-laws granting owners exclusive use and special privileges of common property according to part 7, division 3 of the Management Act.
Fire Engineering Report	the fire engineering report prepared by Holmes Fire numbered 114526, which is referenced within the fire safety certificate for the development.
government agency	a governmental or semi-governmental administrative, fiscal or judicial department or entity and includes the Council.
inter-tenancy wall	a common property wall between two lots. See by-law 14 about making alterations to or removing inter-tenancy walls.
lot	a lot in Luxe (excluding utility lots) and any lots into which they are subdivided or re-subdivided.
Luxe	means the residential apartment complex and associated Common Property in Strata Plan No 95273.
Management Act	Strata Schemes Management Act 2015 (NSW).
minor renovations	renovations described in section 109 of the Management Act

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occupier	the occupier, lessee or licensee of a lot.
owner	(a) the owner for the time being of a lot; (b) if a lot is subdivided or resubdivided, the owners for the time being of the new lots; (c) for an exclusive use by-law, the owner(s) of the lot(s) benefiting from the by-law; and (d) a mortgagee in possession of a lot.
owners corporation	The Owners - Strata Plan No. 95273.
security key	a key, magnetic card or other device or information used in Luxe to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 17 for more information.
signage principles	the signage guidelines contained in the schedule to these by-laws (as amended from time to time by the owners corporation).
strata committee	the strata committee of the owners corporation.
strata manager	the person appointed by the owners corporation as its strata managing agent under section 49 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.
terrace	the terraces shown on the strata plan forming part of your lot.

1.2 Meaning of words

Words in bold type in this clause 1.1 are defined terms. Defined terms (in any form) mean:

1.3 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws.

In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) you means an owner or occupier of a lot;

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- (c) by-laws means the by-laws under the Management Act which are in force for Luxe;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

2 Applications and complaints

You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

3 Your behaviour

3.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier or owner or occupier within Luxe;
- (b) in addition to any specific requirements of these by-laws (e.g., relating to the operation of air conditioning equipment), create a sound pressure level that affects another lot or common property that exceeds the sound pressure level allowed by law or the development consent applying to your lot;
- (c) in addition to any specific requirements of these by-laws (e.g., relating to the operation of air conditioning equipment), create a sound pressure level that exceeds the recommended planning levels outlined in the EPA Industrial Noise Policy (or other applicable policy in effect from time to time);
- (d) install an intruder alarm unless it satisfies with the requirements of the Protection of the Environment Operations (Noise Control) Regulation 2000 under the Protection of the Environment Operation Act 1997 (NSW) or other relevant law in force from time to time;



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- (e) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
- (f) smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property or another lot;
- (g) obstruct the legal use of common property by any person;
- (h) do anything in Luxe which is illegal;
- (i) do anything that might damage the good reputation of the owners corporation or Luxe or Luxe; or
- (j) park or allow vehicles delivering to your lot in any area of Luxe driveway or entry area unless you have the written consent of the owners corporation and you comply with the terms of the consent.

3.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your lot;
- (b) the use of your lot; and
- (c) common property to which you have a licence, lease or a right to use under an exclusive use by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

3.3 Goods not to be stored on common property

At all times the common property must be kept clear of goods and shall not be used for storage purposes (including garbage storage other than in a place designated by the owners corporation).

4 You are responsible for others

4.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws;
- (b) make your visitors leave Luxe if they do not comply with the by-laws;
- (c) take reasonable care about who you invite into Luxe;



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- (d) if you are the owner or occupier of a lot, accompany your visitors at all times, except when they are entering Luxe; and
- (e) ensure your visitors leave the Luxe area promptly and quietly.

You must not allow another person to do anything that you cannot do under the by-laws.

4.2 Requirements if you lease your lot

If you lease or licence your lot, you must:

- (a) provide your tenant or licensee with up-to-date copies of the by-laws;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws; and
- (c) take all action available to you, including action under the lease or licence agreement to make them comply, or to leave Luxe if the tenant or licensee fails to comply.

5 Your lot

5.1 What are your general obligations?

You must:

- (a) keep your lot clean and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
- (c) notify the owners corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 16 for important information about increasing and paying for insurance premiums;
- (d) notify the strata committee if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the strata committee (see by-law 16);
- (e) properly maintain and clean any terrace (excluding any garden beds in that terrace) to the standards reasonably required from time to time by the owners corporation;
- (f) if required by the owners corporation, allow it to access your terrace to maintain garden beds on that terrace; and
- (g) comply with the terms of any approval given to you under by-law 5.2;



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- (h) at your expense repair, maintain, renew or replace anything you attach to, or install on, common property:
- (i) at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

5.2 When will you need consent from the owners corporation?

You must have consent from the owners corporation to:

- (a) carry out building works in your lot (see by-law 13 for more information);
- (b) carry out minor renovations in your lot (see by-law 13 for more information);
- (c) subject to your rights under the by-laws, keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Luxe;
- (d) install bars, insect screens, grilles, security locks or other safety devices on the interior or exterior of windows in your lot if they are visible from outside your lot or Luxe;
- (e) install an intruder alarm with an audible signal;
- (f) install remote controlled operable parking barriers in your car space of a type approved by the owners corporation;
- (g) install an air conditioning system to connect to the air conditioning services;
- (h) attach or hang an aerial or wires outside your lot or Luxe.

The owners corporation may issue standing approvals under this by-law with or without conditions. Standing approvals may include conditions regarding material types or brand systems to be used, dimensions, appearance, work hours, insurance and other matters. You must comply with the terms of a standing approval as if it was granted to you.

5.3 Floor coverings

- (a) You must not install or replace timber or hard floors without consent of the owners corporation.
- (b) The following provisions of this by-law apply if you receive consent from the owners corporation to install or replace wood or hard floors in your lot:

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- (i) if you are the owner of a lot, you must keep the floors in your lot covered or treated to stop the transmission of noise that might unreasonably disturb another owner or occupier. You must ensure that any covering or treatment installed in your lot remains effective to stop the transmission of noise contrary to this by-law; and
- (ii) if the proposed wood or hard floors are partly or wholly directly above another residential or commercial lot with timber, tile or other hard surface covering then you must, at your cost:
 - (A) obtain consent from the owners corporation to the replacement;
 - (B) provide the owners corporation with full details of the proposed floor covering and the manufacturers specifications for the underlay or other acoustic treatment to be installed and the method of installation of both;
 - (C) install the floor in accordance with the acoustic standard and within 14 days of installation provide the owners corporation with a certificate addressed to it by an acoustic consultant that the floor complies with the acoustic standard;
 - (D) if required by the owners corporation, arrange a review by an independent acoustic engineer (acceptable to the owners corporation) of the proposed floor covering and acoustic treatment specifications;
 - (E) if required by the owners corporation; allow inspection of the works at specified stages by the engineer; and
 - (F) comply with any other conditions the owners corporation requires to be observed.

This by-law 5.3 does not apply if you are replacing the floor coverings in your lot on a floor which is partly or wholly above another a utility lot or common property.

5.4 Window coverings

- (a) Window coverings (e.g. curtains, blinds and louvres) in your lot must be cream or black or grey or other colour approved in accordance with the architectural code and a design approved by the owners corporation.



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- (b) The colour and design approved by the owners corporation must be in keeping with the design and appearance of Luxe when viewed from outside.

5.5 Sun-shades

You must have consent from the strata committee to install a sun-shade, sun-blind, awning or other sun-shading device in your lot or on common property. The sun-shade, sun-blind, awning or other sun-shading device must be of a colour and design approved by the owners corporation. Despite section 62 of the Management Act, the owner of a lot must maintain and keep in a state of good and serviceable repair any sun-shade, sun-blind, awning or other sun-shading device that services the lot and the common property affected by it.

5.6 Window tinting

Under the architectural code, you must have consent from the strata committee to affix window tinting or other treatments to windows and glass doors in your lot.

5.7 Cleaning windows

You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely (for example, glass windows on the external façade of Luxe).

The owners corporation may resolve to clean the glass in some or all of the windows and doors in Luxe. If the owners corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

5.8 Owners corporation may require access to your lot

Without limiting the powers of the owners corporation under these by-laws or the Management Act, the owners corporation may resolve to:

- (a) clean the glass in some or all of the external windows and doors in Luxe; or
- (b) carry out maintenance or repair of the common property forming the facade of Luxe;
- (c) to inspect your lot for compliance with the by-laws (including to carry out non-destructive testing),

in a manner that requires employees or subcontractors to have access to your lot (including your terrace). If the owners corporation resolves to do so:

- (d) the owners corporation must give you 7 days prior notice that access to your lot will be required for the purpose of cleaning external glass or maintenance of common property;

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- (e) the notice must describe the type of access required; and
- (f) you may not object to access being granted to the owners corporation's contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out the cleaning or maintenance under this by-law.

The owners corporation may exercise any other access rights under the Management Act in addition to these rights in the manner provided for in that Act.

5.9 Use of terraces

You may use your terrace for outdoor seating in conjunction with your lot if:

- (a) you do not create (or allow your invitees to create) a nuisance or hazard for other occupiers or owners;
- (b) you have approval from relevant government agencies (including a development consent) and you comply with the terms of the approval;
- (c) you use outdoor furniture approved by the owners corporation; and
- (d) you regularly clean the outdoor seating area as required by the owners corporation.

5.10 Maintenance of things you install

You must, at your costs:

- (a) properly clean, maintain, repair and replace anything you install in your lot or on common property and ensure that it remains at all times in a safe working condition;
- (b) allow the owners corporation to inspect anything you install;
- (c) ensure that the installation does not interfere with another owner's or occupier's lawful use of their lot or common property.

If you do not comply with this by-law the owners corporation may rectify your non-compliance in any manner it reasonably determines and you must pay the costs incurred by the owners corporation on demand as a debt.

5.11 Prohibited works and renovations

The owners corporation must not grant a consent to any works or renovations which contravene the Fire Engineering Report (this includes installation of lockable safety screens to the exits from any lot).



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6 Changing the permitted use of your lot

6.1 Permitted use

- (a) You require consent of the owners corporation for an application to change the permitted use your lot if that proposed use involves production of any pollutants or combustible or flammable materials or is likely to create noise or other nuisance which is likely to interfere with the peaceful use and enjoyment of another lot (or the common property) by an owner or occupier entitled to use that lot or common property.
- (b) Otherwise, you do not need consent from the owners corporation to change the use of your lot if you use your lot for any lawful purpose permitted under the planning instruments and approved by Council or other government agencies (if required).

6.2 Changing the permitted use

If you want to do works associated with changing the use of your lot, you must (at your cost):

- (a) obtain consent from the owners corporation to make any changes (or carry out any building works) to exercise that use before lodging the relevant applications with Council and other government agencies (as applicable); and
- (b) obtain (and comply with) all necessary consents from Council or other government agencies to the change of use and any associated building works.

6.3 Providing a copy of your application

You must provide the owners corporation with a copy of your application for consent to Council or other government agencies (as applicable) to change the permitted use of your lot according to this by-law 6.

6.4 Approval by the owners corporation generally

When considering an application for consent under this by-law, the owners corporation:

- (a) must not unreasonably withhold its consent; and
- (b) may take into consideration the impact of the proposed use (under by-law 6.1(a)) or building works on other owners and occupiers in Luxe.

6.5 Approval by the owners corporation if you apply to Council

The owners corporation must sign any application you make to Council or the government agency for approval to change the permitted use under this by-law 6 (if such a consent is required by Council or a government agency).

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7 Keeping an animal

7.1 What are your rights?

You may keep:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired; and
- (c) one small domestic dog (not exceeding 10kgs in weight) or one domestic cat; and
- (d) any assistance animal referred to in section 139 of the Management Act.

You must not keep any other type of animal in your lot or on common property including a dangerous dog under the Companion Animals Act, 1988 (NSW) or a dog prohibited by resolution or order of the Council.

7.2 Your visitors

You may allow your visitors to bring dogs into Luxe on the following conditions:

- (a) they are guide dogs or hearing dogs and your visitors are visually or hearing impaired; or
- (b) they are small or medium size dogs accompanied by, and kept under the effective control of, a visitor; and
- (c) you remove and properly dispose of all faeces left by your visitor's dog;
- (d) other than while entering or leaving your lot, they are not on common property; and
- (e) you comply with the law and the requirements of all government agencies.

7.3 Controlling your animal

Subject to by-law 7.4, if you keep an animal under this by-law 7 you must ensure that the animal does not wander onto another lot or common property. If it is necessary to take your animal on to common property (e.g. to transport if out of Luxe), you must restrain it (e.g. by leash or pet cage) and control it at all times.

7.4 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal.



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A condition that automatically applies if you keep an animal under this by-law 7 is that the Owners Corporation has the right at any time to order you to remove your animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) you do not comply with your obligations under this by-law 7;
- (c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
- (d) if you keep a dog, your dog is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).

7.5 Responsibilities

You are responsible:

- (a) to other Owners and Occupiers and people using Common

Property for:

- (i) any noise your animal makes which causes unreasonable disturbance; and
 - (ii) damage to or loss of property or injury to any person caused by your animal; and
- (b) to clean up after your animal.

8 Erecting a sign

8.1 What are your obligations?

Subject to the architectural code, if your lot is used for commercial purposes, you may erect a sign in your lot.

8.2 Signage guidelines?

In addition to complying the architectural code, any sign you erect outside your lot must comply with the signage guidelines as adopted by the owners corporation from time to time. The owner of a lot must maintain and keep in a state of good and serviceable repair any sign that services the lot and the common property affected by it.

8.3 The developer

While the developer is an owner, the developer does not need consent from the owners corporation to erect and display a sign under this by-law (including a "For Sale" or a "For Lease" signs) in a lot or on common property.



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8.4 Directional signage

The owners corporation must maintain the occupancy and directional signposts in the locations shown on the plan forming part of the signage guidelines. The owners corporation must place on the occupancy and directional signposts the following details for each lot:

- (a) the name of the business conducted on a lot;
- (b) the type of business;
- (c) such other information as may be determined by the owners corporation as appropriate.

9 Fire control

9.1 What are your obligations?

You may keep combustible or flammable materials in your lot or on your terrace only if you:

- (a) use them in connection with the lawful use of your lot; and
- (b) keep them in reasonable quantities according to the guidelines of government agencies and these by-laws; and
- (c) the materials are not prohibited by the owners corporation or by any law.

You and the owners corporation must comply with laws about fire control.

9.2 Restrictions about fire safety

- (a) You must not:
 - (i) keep combustible or flammable materials on common property;
 - (ii) interfere with fire safety equipment;
 - (iii) obstruct fire stairs or fire escapes; or
 - (iv) keep combustible or flammable materials in the car space or utility lot for your lot; or
 - (v) utilise your any part of your lot for storage of unreasonable amounts of combustible or flammable materials; or
 - (vi) install combustible surface linings on any part of your lot.

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9.3 False fire alarms

If any act or omission by you (or any person in the building at your invitation) results in the activation of a fire alarm in the absence of a fire, you must pay or reimburse the strata committee for the all costs, fees or charges the strata committee incurs (as a liquidated sum payable on demand) resulting from activation of the alarm. The costs include costs payable to the fire consultants, fire brigade or other emergency services.

10 Moving and delivering stock, furniture and goods

10.1 Moving in

You must make arrangements with the owners at least 48 hours before you move in to or out of Luxe or move large articles (e.g. furniture) through common property. You must ensure that your tenants and any occupiers of your lot comply with this by-law as if they were an owner.

10.2 What are your obligations?

When you take deliveries or move furniture or goods through Luxe at any time, you must:

- (a) comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
- (b) repair any damage you (or the person making the delivery) cause to common property or other parts of Luxe; and
- (c) if you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property or other parts of Luxe.

10.3 Role of the caretaker

- (a) The owners corporation may appoint the caretaker to assist it to perform its functions under this by-law. If this happens, you must:
 - (i) make arrangements with the caretaker when you move in or out of Luxe; and
 - (ii) comply with the reasonable requirements of the caretaker when you take deliveries or move furniture or goods through Luxe.

10.4 Bicycles

You must not transport bicycles in the lifts. Bicycle racks for bicycles are available in the car park.



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10.5 Damage to common property

You will be liable to reimburse the owners corporation for the cost of repairing any damage to the common property by you, your tenant or occupier while moving into, or out of, the building.

11 Traffic and Parking in common property

11.1 Parking and traffic flow

- (a) You must not park or stand a vehicle on common property.
- (b) All vehicles must always be driven into and out of Luxe in a forward direction.

11.2 Controlling traffic in Luxe

In addition to its powers under the Management Act the owners corporation has the power to:

- (a) impose a speed limit for traffic in common property;
- (b) impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) install speed humps and other traffic control devices in common property;
- (d) install signs about parking; and
- (e) install signs to control traffic in common property and, in particular, traffic entering and leaving Luxe.

12 How to dispose of your garbage

12.1 General obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on common property; or
- (b) in an area of your lot which is visible from outside your lot; or
- (c) in your car space in Luxe.

If you spill garbage on common property, you must immediately remove that rubbish and clean that part of common property.

12.2 General obligations

Subject to this by-law 12.2, the owners corporation must repair and maintain the garbage storage areas at its cost.



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12.3 How to dispose of your garbage

You must:

- (a) leave your other garbage and recyclable materials in the area designated by the owners corporation for that purpose;
- (b) recycle your garbage according to instructions from the owners corporation and Council;
- (c) drain and clean bottles and make sure they are not broken before you place them in the area designated by the owners corporation for that purpose; and
- (d) contact the strata committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.4 Rules for using garbage chutes

If your building is equipped with a garbage chute, you must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

13 Carrying out building works

13.1 When do you need consent?

Subject to the by-laws and the Management Act, you must have consent from the owners corporation to carry out building works.

13.2 When is consent not necessary?

You do not need consent from the owners corporation under this by-law to carry out:

- (a) cosmetic works; or
- (b) building works that you are entitled to carry out under an exclusive use by-law.

However, you must comply with by-laws 13.3 to 13.5 when you erect the sign or carry out the building works.

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13.3 Procedures before you carry out building works

When you carry out building works, you must:

- (a) obtain necessary consents from the owners corporation and government agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
- (d) if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do (for example, install a new kitchen). You must give the notice at least 14 days before you start the building works.

13.4 Procedures when you carry out building works

If you carry out building works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
- (b) carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
- (c) repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

13.5 Making arrangements with the owners corporation

Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:

- (a) arrange with the owners corporation a suitable time and means by which to access Luxe for purposes associated with those building works;
- (b) comply with the reasonable requirements of the owners corporation about the time and means by which you must access Luxe; and
- (c) ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access Luxe.

14 Inter-tenancy walls

14.1 When may you alter or remove an inter-tenancy wall?

You may alter or remove an inter-tenancy wall if:



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- (a) you own the lots separated by the inter-tenancy wall or you have the consent of the owner of the adjoining lot;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other lots (including services to those lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

14.2 What consents are necessary?

You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

14.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an inter-tenancy wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 14.1;
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 13.3 to 13.5; and
- (d) acknowledge for yourself and future owners of your lot that the owners corporation does not have to reinstate the inter-tenancy wall.

15 Damage to common property

15.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use common property equipment only for its intended purpose;
- (b) immediately notify the owners corporation if you know about damage to or a defect in common property; and

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- (c) compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in Luxe on your behalf.

15.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the owners corporation to:

- (a) interfere with or damage common property;
- (b) remove anything from common property that belongs to the owners corporation; or
- (c) interfere with the operation of common property equipment.

16 Insurance premiums

16.1 Consent from the owners corporation

You must have consent from the owners corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the owners corporation.

16.2 Payments for increased premiums

If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

17 Security at Luxe

17.1 Rights and obligations of the owners corporation

The owners corporation must take reasonable steps to:

- (a) stop intruders coming into Luxe; and
- (b) prevent fires and other hazards.

17.2 Installation of security equipment

In addition to its powers under the Management Act, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Luxe.

17.3 Restricting access to common property

In addition to its powers under the Management Act, the owners corporation has the power to:

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- (a) close off or restrict by access to parts of common property that do not give access to a lot; and
- (b) restrict by security key your access to levels in Luxe where you do not own or occupy a lot or have a right to use under an exclusive use by-law; and
- (c) carry out an audit of security keys from time to time to de-activate keys which are not held or used according to this by-law.

17.4 Providing owners and occupiers with security keys

The strata committee is responsible to provide security keys for Luxe.

17.5 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- (b) take all reasonable steps not to lose security keys;
- (c) assist the owners corporation when it conducts an audit of security keys;
- (d) return security keys to the strata committee if you do not need them or if you are no longer an owner or occupier; and
- (e) notify the strata committee immediately if you lose a security key.

You must not:

- (f) copy a security key; or
- (g) give a security key to someone who is not an owner or occupier.

17.6 Procedures if you lease your lot

If you lease or licence a lot, you must include a requirement in the lease or licence that the occupier return security keys to the strata committee when they no longer occupy the lot.

17.7 Restriction on exercising rights under this by-law

The owners corporation must not:

- (a) shut down or interfere with the integrated security system for Luxe; or
- (b) restrict access to parts of common property which are required for access to the residential car park areas in Luxe.

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18 Band room

18.1 Use of band room

The common property facilities include a band room (on ground level). The owners corporation must administer this facility on behalf of the owners and occupiers.

18.2 What are the conditions of use?

The owners corporation may:

- (a) make rules regarding use of the band room and post those rules in this facility;
- (b) implement a roster system for use of the band room;
- (c) secure access to the band room;
- (d) temporary suspend access to or close the band room; and
- (e) allow functions to be held in the band room.

18.3 Compliance with conditions of use

Your right to use the band room is conditional on you complying (and ensuring your invitees comply) with any conditions of use imposed by the owners corporation on the band room from time to time. If you fail to comply with those conditions, the owners corporation may suspend your right to use the band room (including by de-activating your security key for those areas).

19 Installing an air conditioning unit

19.1 Exclusive use by-law

This is an exclusive use by-law. The owners corporation may make, amend or cancel it only by special resolution and with the written consent of the owner of each lot that benefits from the exclusive use by-law.

19.2 Exclusive use rights

Each owner of a lot who has obtained the consent of the owners corporation to install an air conditioning unit has the special privilege to, at the cost of the owner:

- (a) install and keep an air conditioning unit:
 - (i) on the terrace of your lot in an area which is not visible from outside your lot or another area permitted under the architectural code; and



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- (ii) on and through that part of the common property that forms the most direct and practical route between the split components of the air conditioning unit; and
- (b) make minor alterations to common property to enable installation of the air conditioning unit; and
- (c) connect the air conditioning unit to electricity separately metered to your lot.

19.3 What are your obligations?

You must, at your cost:

- (a) obtain the approval of the owners corporation to the type of air conditioning unit to be installed prior to installation; and
- (b) obtain any consents or approvals required of Council or government agencies in relation to your air conditioning unit; and
- (c) comply with the requirements of the Protection of the Environment Operations (Noise Control) Regulation 2008; and
- (d) ensure your air conditioning equipment is not audible within a habitable room in any other lot before 8:00 am and after 10:00 pm on any Saturday, Sunday or public holiday or before 7:00 am and after 10:00 pm on any other day (or such other times as prescribed by law); and
- (e) ensure your air conditioning equipment does not emit a sound pressure level when measured at the boundary of any residential lot which exceed the background ($L_{A90, 15 \text{ minutes}}$) by more than 5dB(A) when the source level is measured as a $L_{Aeq 15 \text{ minute}}$; and
- (f) comply with the requirements of government agencies about air conditioning equipment; and
- (g) use, maintain and repair your air conditioning unit or components of it (including replacing component as necessary):
 - (i) in accordance with the manufacturer's specifications; and
 - (ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier or substantially exceed noise emission levels specified by the manufacturer; and
- (h) obtain consent from the owners corporation to penetrate any walls or slabs and, if consent is granted (which may be on terms and conditions the owners corporation determines), you must observe



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those terms and conditions. You must fire proof any penetration of the common property walls or slabs to meet the Australian fire standards required for the building in Luxe; and

- (i) maintain and repair that part of the common property where your air conditioner unit (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and
- (j) use contractors approved by the owners corporation to maintain and repair that part of the common property where your air conditioner unit is fitted and installed; and
- (k) repair damage caused by exercising rights or complying with obligations under the exclusive use by-law to common property or the property of another owner or occupier.

19.4 Approval of owners corporation

When considering an owner's application for approval to a type of air conditioner unit, the owners corporation:

- (a) must not unreasonably withhold their approval; and
- (b) may take into consideration:
 - (i) the impact of the air conditioner unit on the visual appearance of Luxe when viewed from outside Luxe; and
 - (ii) the noise emission levels of the type of air conditioner unit and the impact this may have on other owners and occupiers with reference to the architectural code and paragraph (a) of by-law 5.1; and
 - (iii) any list approved by the strata committee of the type or types of air conditioner unit appropriate for installation whether or not the type of air conditioner unit has been the subject of an owners' application for approval under this exclusive use by-law.

An owner does need to obtain consent of the owners corporation under this by-law if the proposed air conditioning installation is to be carried out under a development consent issued by Council before registration of the Luxe strata plan and the installation is carried out according to that development consent.

19.5 Rights and obligations of the owners corporation

The owners corporation:

- (a) must keep the common property areas that are the subject of this exclusive use by-law in good structural repair and condition and,

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where necessary, repair, maintain or replace those areas at the cost of the owners of lots according to this by-law; and

- (b) must provide condenser water to each air-conditioned lot to supply air conditioning through air conditioning services; and
- (c) may include those amounts you owe under this by-law in notices for your administrative fund or sinking fund contributions.

19.6 Paying costs

- (a) You must pay your share of the costs of the owners corporation under this by-law in shares proportional to the unit entitlement of your lot. The owners corporation may:
 - (i) include your costs in your administrative fund or sinking fund contributions; and
 - (ii) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the owners corporation).

19.7 Occupiers may exercise rights

The owner of each lot that has the benefit of this exclusive use by-law may allow the occupier of their lot to exercise the rights of the owner under the exclusive use by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under this exclusive use by-law.

19.8 Indemnities

The owner of each lot that has the benefit of this exclusive use by-law indemnifies the owners corporation against all claims and liability caused by the owner or occupier exercising rights or complying with obligations under this exclusive use by-law.

19.9 Additional insurances

In addition to their obligations under this by-law, the owner of each lot which has the benefit of this exclusive use by-law must reimburse the owners corporation for any increased premium for any insurance policies of the owners corporation caused as a result of the exercise of the owner's rights or performance of obligations under the exclusive use by-law.

20 Agreement with cleaner

20.1 Appointing a cleaner

The owners corporation has the power to appoint and enter into agreements with a cleaner (which subject to by-law 20.5(c) may be the same person as the caretaker or site manager) to provide cleaning services in relation to common property. The owners corporation may exercise its power under this by-law

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in its capacity as an owners corporation and in its capacity as a member of the strata committee.

20.2 Initial period

The owners corporation may enter into agreements with a cleaner during the initial period. If the owners corporation enters into an agreement with a cleaner during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the owners corporation, or such longer term as permitted under the Management Act or other applicable law.

20.3 Agreements after the initial period

If the owners corporation enters into an agreement with a cleaner after the initial period:

- (a) the term of the agreement may be for the period determined by the owners corporation (acting reasonably) and complying with the Management Act; and
- (b) the remuneration of the cleaner under the agreement may be the amount determined by the owners corporation (acting reasonably).

20.4 Other services

Under the agreement, the owners corporation may allow the cleaner to provide other services to owners and occupiers in Luxe at their cost. The agreement must contain an acknowledgment by the cleaner that owners and occupiers in Luxe are not bound to use the services provided by the cleaner.

21 How are consents given?

21.1 Who may give consent?

Unless a by-law states otherwise (see by-law 25 “Consents to building works and minor renovations”), consents under the by-laws may be given by:

- (a) the owners corporation at a general meeting; or
- (b) the strata committee at a meeting of the strata committee.

21.2 Conditions

- (a) The owners corporation or the strata committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

21.3 Can consent be revoked?

The owners corporation or the strata committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or

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- (b) the by-law under which they gave you consent.

22 Failure to comply with by-laws

22.1 Powers of the owners corporation

The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

22.2 What can the owners corporation do?

The owners corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

The owners corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

- (a) give the owners corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and
- (b) pay the owners corporation for its costs for doing the work.

The owners corporation may recover any money you owe it under the by-laws as a debt.

22.3 Site manager?

The owners corporation may appoint the site manager to monitor compliance with by-laws or administer standards under the by-laws. If the owners corporation makes such an appointment the site manager acts with the authority of the owners corporation.

23 Service of documents on owner of a lot by owners corporation

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

24 Agreement for landscaping works

In addition to its powers and functions under the Act, the owners corporation has the power and authority to enter into an agreement with the developer to carry out landscaping works on the common property to convert common property in the strata scheme used as a private vehicle access way to permanent landscaped area provided:

- (a) any such private access way giving vehicular access to the car park in the strata scheme is made redundant by public road access; and
- (b) the works are carried out at no cost to the owners corporation; and

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(c) the works are carried out after expiry of the initial period.

25 Consents to building works and minor renovations

25.1 Consent to building works

The owners corporation may determine an application for consent for works referred to in section 111 of the Management Act (being works which are neither cosmetic works nor minor renovations) by ordinary resolution in general meeting. However, if in the opinion of the meeting, the building works will result in material repair, maintenance or other obligations incurring a cost, that consent may only be granted by by-law under section 111(b) of the Management Act imposing those obligations on the applicant owners.

25.2 Consent to minor renovations

The owners corporation delegates the power to make decisions to carry out minor renovations to the strata committee.



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Signing page

EXECUTED by ICHTHYS PTY LTD ACN 168 051 134
in accordance with section 127(1) of the Corporations Act 2001:

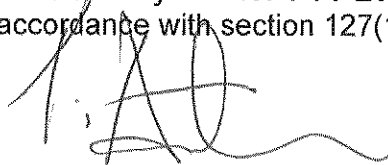


Signature of Sole Director & Secretary

Tenny George Andriotakis

Name of Sole Director & Secretary

EXECUTED by PSARY PTY LTD ACN 168 050 057
in accordance with section 127(1) of the Corporations Act 2001:



Signature of Sole Director & Secretary

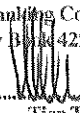
Tenny George Andriotakis

Name of Sole Director & Secretary

Approval of Mortgagee under mortgage AK531937
Westpac Banking Corporation ACN 007 457 141


Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by MARK DAWNEY as
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332


(Signature) Tier Three Attorney

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

I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence

Signature of witness: 
Name of witness: BENJAMIN LEVY

Address of witness: Level 3, 275 Kent St
Sydney NSW 2000

S117RP Act requires that you must have known
the signatory for more than 12 months or have
sighted identifying documentation.

25.5.2017



REGISTERED



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

(Sheet 1 of 3 Sheets)

Plan:

SP95273

Plan of subdivision of lot 1 in
D.P. 1203935

**Full Name and address of the
owner of the land:**

**ICHTHYS PTY LTD ACN 168 051 134 &
PSARY PTY LTD ACN 168 050 057**
Suite 1.06, Level 1
55 Miller Street
PYRMONT NSW 2009

Part 1 (Creation)

Number of item shown in the intention panel on administration sheet	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the administration sheet.	Burdened lot (s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on use of land	1 to 71 inclusive	Council of the City of Sydney
2	Restriction on use of land	Common property	Council of the City of Sydney
3	Restriction on use of land	1 to 71 inclusive	Council of the City of Sydney

Part 2 (Terms)

1. Terms of Restriction on use of land numbered 1 on the plan

The following condition applies to all car parking and storage areas:

The on-site storage areas and car parking spaces within the building erected upon the lot hereby burdened, exclusive of service and visitor car spaces, are not to be used other than by an occupant or tenant of the subject building or an owner of a lot within this strata scheme. **NO STORAGE SHOULD TAKE PLACE FOR COMMERCIAL BUSINESSES IN CAR PARKING SPACES.** *AP*

2. Terms of Restriction on use of land numbered 2 on the plan

The parking or storage of vehicles, boats, trailers or the like on common property, excluding visitor parking spaces for vehicles, is prohibited. The visitor spaces within the building are to be used exclusively for the purpose of parking for visitors of an occupant, tenant or resident of the building.

AP

Plan:

SP95273

Plan of subdivision of lot 1 in
D.P. 1203935

3. Terms of Restriction on use of land numbered 3 on the plan

The following restriction applies to buildings approved for residential use:

(a) All apartments within the development must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

(b) If a unit contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.

(c) No person can advertise or organise the use of residential apartments approved under this consent for short term accommodation or share accommodation.

Signatures

EXECUTED on behalf of the Council of the City of Sydney

by its Authorised delegate pursuant to s.377 Local Government Act 1993


.....
(Signature of Authorised delegate)

MICHAEL SOO
.....
(Name of Authorised delegate)

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


.....
(Signature of Witness)

MICHAEL PARKINSON
.....
(Name of Witness)

C/- 456 Kent Street Sydney NSW 2000
(Address of Witness)

ePlan

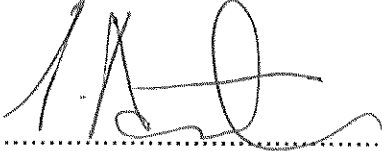
(Sheet 3 of 3 Sheets)

Plan:

SP95273

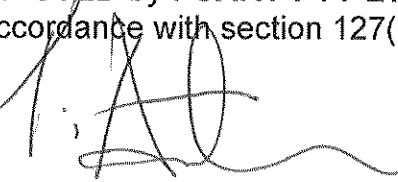
Plan of subdivision of lot 1 in
D.P. 1203935

EXECUTED by ICHTHYS PTY LTD ACN 168 051 134
in accordance with section 127(1) of the Corporations Act 2001:


.....
Signature of Sole Director & Secretary

Tenny George Andriotakis
.....
Name of Sole Director & Secretary

EXECUTED by PSARY PTY LTD ACN 168 050 057
in accordance with section 127(1) of the Corporations Act 2001:


.....
Signature of Sole Director & Secretary

Tenny George Andriotakis
.....
Name of Sole Director & Secretary

Approval of Mortgagee under mortgage AK531937
Westpac Banking Corporation ACN 007 457 141

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>MARK BALLEW</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
..... (Signature)	Tier Three Attorney
By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.	
Signature of witness: <u>B.L.</u>	
Name of witness: <u>BENJAMIN LEVY</u>	
Address of witness: <u>Level 3, 275 Kent St Sydney NSW 2000</u>	
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.	

REGISTERED



25.5.2017

ML

Transfer
Endorsement
Certificate
Assurance Grant

MEMORANDUM OF TRANSFER.

(26 VICTORIA No. 9.)

76948



FEE SIMPLE

Where shown, be negative, or the contingent interest will be noted on the new Certificate. A statutory declaration should accompany, stating whether the Transferor be married, and if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge a Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1837 no further attaches.

a Name, residence, occupation, or other designation in full

I, Charles Vernon Bellamy of Sydney Doctor of Medicine

b If a less estate strike out "in fee simple" and interline the required alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, alter accordingly.

e Name, residence, occupation, or other designation of Transferor.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

f If to two or more, state whether as joint tenants or tenants in common.

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,—"in consideration of Seven pounds fifteen shillings

(£ 7: 15: 0)

paid to me by Samuel Pea of Wana Hotelkeeper

g Area, in acres, roods, or perches.

the receipt whereof I hereby acknowledge, do hereby transfer to the said Samuel Pea

h Parish or town, county.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

Two roods & Two roads

situate in Parish Town and County of Wana

i "The whole" or "part," as the case may be.

j "Crown Grant," or "Certificate of Title."

being the whole of the land comprised in Crown Grant

dated 29th August 1881

registered volume No. 557

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred.

folio 241 & 242

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required, and may be inserted or annexed with this prefix:—"as delineated in the plan hereon (or annexed hereto) and described as follows, viz.:"

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of the covenants implied by the Act, may also be inserted.

303/23154

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

Lots 7 and 8 Sec 11 at
Arana.

Conveyance

Lodged by

A. Armstrong
26 Bridge Street
Sydney

Charles Penrose Bellamy

Vendor.

Samuel Rea

Purchaser.

Particulars entered in the Register Book, Vol.

559 Folio 241 & 242 the 1st
February 1881 at 10 mts past 2
o'clock in the Afternoon

By Hewson &
N/A

Registrar General.



W. G. C.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee; but, in such case, the expense of the intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on Transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873 the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him with a Memorial of his Transfer endorsed thereon at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Declaration for the purpose of Negating Ower

I, Charles Penrose Bellamy
of Sydney Dock of Medicine

do solemnly and sincerely declare that;

I am not married

and I make this solemn declaration conscientiously believing the same to be true, and in virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales, and to substitute declarations in lieu thereof, and for the suppression of Voluntary and extra-judicial Oaths and Affidavits."

(Signed)

C. P. Bellamy

MADE and Signed before me at Sydney
this 20th day of Decr 1883

(Signature of Magistrate)

M. J. Ranken J.P.

* Name

† Residence and Occupation

‡ Facts declared to be true

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C. P. Bellamy

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this 20th day of Decr 1883

(Signature of Magistrate)

M. J. Ranken

J.P.

* Name.

† Residence and Occupation.

‡ Facts declared to be true.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

2. This when filled up should be signed by the Transferrer.

۱۸

C. P. M. H. Manning

Transferron
(See note p.)

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
 day of _____, one thousand eight hundred and _____.

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested ; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

21 If this instrument be signed or acknowledged before the Registrar General or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor signs by a mark, the attestation must state "that the instrument was read over or explained to him, and that he appeared fully to understand the same."

22 Repeat attestation for additional parties if required.

23 For the signature of the Transferee hereof an ordinary attestation is sufficient unless the instrument contain some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained

In witness whereof, I have hereunto subscribed my name at Lydney
the Tenth day of December in the year
of our Lord one thousand eight hundred and eighty-three.

Signed in my presence by the said

Charles Penrose Bellamy

WHO IS PERSONALLY KNOWN TO ME

C. P. Bellamy

Transferor.*

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

Signed W. A. Ranken, J. P.

Signed in my presence by the said

Samuel Rea

WHO IS PERSONALLY KNOWN TO ME

William Laid, JP

1/2/84

Samuel Rea

Transferee.

(* The above may be signed by the Solicitor when the signature of Transferee cannot be procured. See note "O" in margin.)
N.B.—Section 104 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

*If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

No. 76948 Memorandum of Transfer of

Lots 7 and 8 Sec 11 at
Arana.

Lodged by

A. Armstrong
26 Bridge Street
Sydney

Charles Penrose Bellamy

Vendor.

Samuel Rea

Purchaser.

Particulars entered in the Register Book, Vol.

557 Folio 241 & 242 he let
February 1881 at 10 mts past 2
oclock in the Afternoon

By *James B. Rea*
DEN

Registrar General



W. G. C.

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If a part only of the land is transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but, to save this expense, it will be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the entire estate.
Transfers in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on Transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873 the purchaser is not compelled to take out a new Certificate and Title if the whole of the land is transferred, and he may have the original Title returned to him with a Memorial of his Transfer endorsed thereon at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Form: 11R
Release: 4-1

REQUEST

New South Wales
Real Property Act 1900



AJ983546P

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. Section 30B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

1/127867, 2/127867, 1/66779 and 1/80277

(C) **REGISTERED DEALING**

Number

Torrens Title

(D) **LODGED BY**

Document
Collection
Box

112M

Name, Address or DX, Telephone, and Customer Account Number if any

THE COUNCIL OF THE CITY OF SYDNEY
DX 1251 SYDNEY PH: 9265 9718 CAN: 123053P

Reference: S114345 - P Thomas

CODE

R

(E) **APPLICANT**

THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) **NATURE OF REQUEST**

Registration of Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

Registration of Planning Agreement in the form annexed to this Request and marked "A" pursuant to section 93H of the Environmental Planning and Assessment Act 1979.

DATE

6/11/2015

(H)

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

Signature:

Signatory's name:

Signatory's capacity:

Paul Anthony Thomas
solicitor

- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under cNOS ID No. Full name: Signature:

* 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 Page 1 of 67 1303

CT² produced by LW on 27/10/2015
(Lateral Estate Pty Ltd)

67



Planning Agreement

The Council of the City of Sydney

and

Parlmy's Pty Ltd

as Trustee of the Parlmy's Trust

ABN 62 620 635 721

and

Psary Pty Ltd

as Trustee of the Psary Trust

ABN 66 917 301 621

Sydney 2020 Green/Global/Connected

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THIS PLANNING AGREEMENT is made on

4 November 2015.

BETWEEN:

- (1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Ichthys Pty Ltd as Trustee for the Ichthys Trust ABN 85 920 636 627** and **Psary Pty Ltd as Trustee of the Psary Trust [ABN 46 977 303 621]** both c/ Lateral Estate, Suite 1.06, Level 1, 55 Miller Street, Pyrmont NSW 2009 (the **Developer**).

BACKGROUND

- (A) The Developer is the owner of the Land and intends to undertake the Development on the Land.
- (B) The Developer has offered to enter into this document with the City to provide the Public Benefits on the terms of this document.
- (C) In consideration of the acceptance by the City of the offer by the Developer to provide the Public Benefits on the terms of this document the Developer has agreed to undertake the Temporary Access Works (if required) and the Landscape Works.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Adverse Affectation has the same meaning as in clause 4 of Part 2 of the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*.

Attributed Value means the value the City and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this document, as set out in clause 1 of Schedule 3 of this document.

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Barua Dedication Date means the later of the date that the:

X

- (a) Barua Road Works are completed; and
- (b) plan dedicating the Barua Land is registered.

Barua Land means that land marked on the plan annexed to this document at Annexure A.

Barua Road Works means the works to construct the road on the Barua Land;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

City's Personal Information means Personal Information to which the Developer, or any third party engaged by the Developer, has access directly or indirectly in connection with this document, including the Personal Information of any personnel, customer or supplier of the City (other than the Developer).

City's Policies means all policies and procedures relevant to the provision of the Public Benefits, as notified by the City in writing to the Developer.

City's Representative means the person named in Item 3 of Schedule 1 or his/her delegate.

Completion means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose.

and the Developer and the City both acknowledge and agree that a condition precedent to Completion is not the achieving of the Barua Dedication Date and that Completion may occur prior to the completion of the Barua Dedication Date

Completion Notice means a notice issued by the Developer in accordance with clause 6.1.

Confidential Information means:

- (a) information of a party (**disclosing party**) that is:
 - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
 - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Construction Certificate has the same meaning as in the Act.

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Corporations Act means the *Corporations Act 2001* (Cth).

Dealing means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

Deed of Novation means the deed identified in Schedule 4.

Defect means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this document.

Defects Liability Period means in relation to the Public Benefits the period of 12 months from the date on which the Developer's Works reach Completion.

Developer's Representative means the person named in Item 4 of Schedule 1 or his/her delegate.

Developer's Works means those parts of the Public Benefit described as "Developer's Works" in clause 1 of Schedule 3, to be delivered by the Developer in accordance with this document.

Development means the development of the Land by the Developer described at Item 2 of Schedule 1.

Development Application means the development application identified in Item 5 of Schedule 1 and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority before the determination of that Development Application.

Development Consent means the consent granted to the Development Application for the Development and includes all modifications made under section 96 of the Act.

Dispute means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

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Environmental Laws means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the *Work Health and Safety Act 2011 (NSW)*;
- (b) the *Protection of the Environment Operations Act 1997 (NSW)*; and
- (c) the *Contaminated Land Management Act 1997 (NSW)*.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Guarantee means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + (Standard & Poors and Fitch);
 - (ii) Baa 1 (Moody's); or
 - (iii) Bbb (Best's);
- (d) be issued on behalf of the Developer;
- (e) have no expiry or end date;
- (f) state the beneficiary as the City;
- (g) be irrevocable;
- (h) state the Guarantee Amount as the minimum amount required by this document to be lodged as security;
- (i) state the purpose of the security as required in accordance with this document; and

K

(j) be on such other terms approved by the City.

Guarantee Amount(s) means a Guarantee or Guarantees for the total amount listed in Item 6 of Schedule 1 of this document.

Guarantee Amount(s) Due Date means the date or milestone by which the Developer must provide the Guarantee Amount to the City, set out at Item 7 of Schedule 1.

Index Number means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

Insolvency Event means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

Land means the land described in Item 1 of Schedule 1 of this document.

Landscape Guarantee Amount(s) means a Guarantee or Guarantees for the amount of \$18,653.00.

Landscape Guarantee Amount(s) Due Date means before the issue of the Construction Certificate for the Temporary Access Works.

Landscape Positive Covenant means the Positive Covenant to enable the Developer or the City and its authorised service providers to access the Land after the Barua Dedication Date to achieve practical completion of the Landscape Works and which Positive Covenant shall be substantially in the form in Schedule 5.

Landscape Works means the landscaping and related works to be completed generally in accordance with the plans and specifications in Annexure B to this document and includes (but only if the Temporary Access Works have been undertaken) the removal of the bitumen private driveway and the removal of the temporary vehicle crossover and make good of affected areas.

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

Monetary Contribution means that part of the Public Benefits (if any) described as "Monetary Contribution" in clause 1 of Schedule 3 to be paid by the Developer to the City in accordance with this document.

Occupation Certificate has the same meaning as in the Act.

Owners Corporation means the Owners Corporation established on registration of the Strata Plan of Subdivision following completion of the Development.

Personal Information has the meaning set out in the *Privacy Act 1988* (Cth).

Personnel means the Developer's officers, employees, agents, contractors or subcontractors.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.

Public Benefits means the provision of benefits to the community by the Developer in the form and at the times specified in Schedule 3.

Quantity Surveyor means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs.

Quantity Surveyor's Assessment means the assessment by the Quantity Surveyor of the cost to deliver the Developer's Works.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Sale Contracts means any contract for the sale of individual lots in the Development the completion of which Sale Contracts are subject to and conditional

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upon the registration of a Plan of Subdivision and the issue of an Occupation Certificate.

Standards means the policies, procedures and standards for carrying out the Developer's Works, listed non-exhaustively at clause 6 of Schedule 3.

Subdivision of Land has the same meaning as in the Act.

Temporary Access Conditions means such easements and other rights:

- (a) to be created on any Subdivision of Land to enable the owner of the Development Site and the City and its authorised service providers to use prior to the Barua Dedication Date that part of the Land on which the Developer undertakes the Temporary Access Works, as temporary roadway access to the Land, and to enable the Developer or the City and its authorised service providers to achieve practical completion of the Landscape Works and which easements and other right shall include the Landscape Positive Covenant; and
- (b) to be created after the Barua Dedication Date, to enable the Developer or the City and its authorised service providers to achieve practical completion of the Landscape Work.

Temporary Access Works means the works to be undertaken on the Land to provide temporary access (including the construction of the temporary bitumen driveway and associated crossings and the installation of such temporary traffic management measures as reasonably required by the City) to the Land generally in accordance with the plans and specifications showing contained in Annexure C to this document.

Tax means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Transfer Land means land forming part of the Public Benefit that is to be either dedicated or transferred to the City in accordance with Schedule 3 of this document.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

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- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other genders.
 - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (f) A reference to **including** means "including, without limitation".
 - (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
 - (h) A reference to **this document** includes the agreement recorded by this document.
 - (i) Words defined in the GST Act have the same meaning in clauses about GST.
 - (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. **APPLICATION OF THE ACT AND THE REGULATION**

2.1 **Application of this document**

This document is a planning agreement within the meaning of section 93F of the Act and applies to:

- (a) the Land; and
- (b) the Development.

2.2 **Public Benefits to be made by Developer**

Clause 5 and Schedule 3 set out the details of the:

- (a) Public Benefits to be delivered by the Developer;
- (b) time or times by which the Developer must deliver the Public Benefits; and
- (c) manner in which the Developer must deliver the Public Benefits.

2.3 Application of sections 94, 94A and 94EF of the Act

- (a) The application of sections 94, 94A and 94EF of the Act are excluded to the extent set out in Items 5 and 6 of Schedule 2 to this document.
- (b) For the avoidance of doubt, if the City imposes a condition of consent on a Development Consent for the Development under section 94 of the Act requiring payment of a contribution authorised by a contributions plan approve under section 61 of the *City of Sydney Act 1988 (NSW)*, no further contributions pursuant to section 94 or section 94A of the Act are payable in relation to the Development.

2.4 City rights

This document does not impose an obligation on the City to:

- (a) grant Development Consent for the Development; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 Explanatory note

The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

3. OPERATION OF THIS PLANNING AGREEMENT

3.1 Commencement

This document will commence on the date of execution of this document by all parties to this document.

4. WARRANTIES

4.1 Mutual warranties

Each party represents and warrants that:

- (a) **(power)** it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (b) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business as it is now being conducted,
and it is complying with any conditions to which any of these Authorisations
is subject;

- (d) **(documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) **(no controller)** no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

4.2 **Developer warranties**

- (a) The Developer warrants to the City that, at the date of this document:
- (i) it is the registered proprietor of the Land;
- (ii) it is legally entitled to obtain all consents and approvals that are required by this document and do all things necessary to give effect to this document;
- (iii) all work performed by the Developer and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and
- (iv) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this document.
- (b) The Developer warrants to the City that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this document.

5. **PUBLIC BENEFITS**

5.1 **Developer to provide Public Benefits**

The Developer must, at its cost and risk, provide the Public Benefits to the City in accordance with this document.

6. **COMPLETION**

6.1 **Date of Completion**

The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in clause 1 of Schedule 3 of this document.

6.2 Developer completion notice

When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify the City's Representative in writing and must include in that notice:

- (a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;
- (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the City to assume responsibility for the Developer's Works; and
- (c) at least three sets of the "as built" drawings of the Developer's Works, including one set in electronic format,

(Completion Notice) For the avoidance of doubt, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

6.3 Inspection by the City

- (a) The City's Representative must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by the City. The City's Representative may refuse to complete the inspection until the Completion Notice has been issued with all required documentation attached in accordance with clause 6.2. Within 10 Business Days of the date of the inspection by the City's Representative, the City must by written notice to the Developer:
 - (i) state that Completion has been achieved;
 - (ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the opinion of the City's Representative, prevent Completion; or
 - (iii) issue a notice under clause 6.4(a).
- (b) Nothing in this clause 6.3, or any notice issued under this clause 6.3, will:
 - (i) reduce or waive in any manner the Developer's responsibility to:
 - (A) deliver the Developer's Works in accordance with this document; or
 - (B) the Developer's responsibility to correct Defects, errors or omissions, whether or not these are identified by the City; or
 - (ii) create any liability for the City in relation to any defective aspect of the Developer's Works.

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6.4 Non-completion of Public Benefits

- (a) If the Developer makes a request by notice in writing not to complete the Public Benefits (or any part of the Public Benefits):
 - (i) the City may permit the Developer not to complete the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this document; and
 - (ii) the City may make a claim on the Guarantee in such amount as the City considers necessary to complete the portion of Public Benefit not being delivered by the Developer.
- (b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this document then the City may either:
 - (i) complete the Public Benefits itself, including by exercising its right to compulsorily acquire the Transfer Land in accordance with clause 12.6 of this document; or
 - (ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this document,and may recover all costs of and reasonably incidental to that work from the Developer. The City can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 12 will apply. To the extent that the City's costs exceed the amount of the Guarantee, the City can recover this amount from the Developer as a debt due and owing to the City.
- (c) If the City exercises its rights under this clause 6.4 to complete the Public Benefits, the Developer grants the City a licence for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Public Benefits.

7. TEMPORARY ACCESS WORKS AND LANDSCAPE WORKS

7.1 Developer to undertake the Temporary Access Works and the Landscape Works

The Developer must, at its cost and risk, and in addition to providing the Public Benefits to the City in accordance with this document

- (a) undertake the Temporary Access Works;
- (b) create the Temporary Access Conditions; and
- (c) undertake the Landscape Works.

7.2 Developer relieved from undertaking the Temporary Access Works

Despite clause 7.1, the Developer is not required to, and is relieved from the obligation to undertake the Temporary Access Works and create the Temporary

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Access Conditions in the event that the Barua Dedication Date is on or before the date or milestone referred to in clause 1 of Schedule 3 of this document.

8. COMPLETION OF TEMPORARY ACCESS WORKS AND LANDSCAPE WORKS

8.1 Date of Completion of Temporary Access Works and Landscape Works

The Developer must ensure that

- (a) the Temporary Access Works reach practical completion;
- (b) such of the Temporary Access Conditions which do not require a resolution of the Owners Corporation are created on or before the date or milestone referred to in clause 1 of Schedule 3 of this document;
- (c) such of the Temporary Access Conditions which require a resolution of the Owners Corporation are created at the First Annual General Meeting of the Owners Corporation; and
- (d) the Landscape Works reach practical completion
 - (i) in the event that the Barua Dedication Date is before the date or milestone referred to in clause 1 of Schedule 3 of this document, then on or before that same date or milestone; and
 - (ii) in the event that the Barua Dedication Date is after the date or milestone referred to in clause 1 of Schedule 3 of this document, then within 6 months of the Barua Dedication Date.

8.2 Developer completion notice

(PC Notice) When, in the reasonable opinion of the Developer, the Temporary Access Works or the Landscape Works (or either of them as the case may be) have reached practical completion, the Developer must notify the City's Representative in writing and must include in that notice a statement from the Principal Certifying Authority for the Development (or the person with direct responsibility and supervision of that work) that in his opinion the Temporary Access Works or the Landscape Works (or either of them as the case may be) have reached practical completion.

(Multiple PC Notices) For the avoidance of doubt, the Developer can issue separate PC Notices at separate times for different elements of the Temporary Access and/or Landscape Works, however the Developer must ensure that practical completion is achieved for the Temporary Access Works and the Landscape Works before the dates in clause 8.1.

8.3 Non-completion of Landscape Works

- (a) If the Developer completes the Temporary Access Works, the Developer may make a request to the City not to complete the Landscape Works (or any part of the Landscape Works) and:
 - (i) the City may permit the Developer not to complete the Landscape Works (or any part of the Landscape Works) by issuing a notice in

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writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this clause 8; and

- (ii) the City may make a claim on the Landscape Guarantee in such amount as the City considers necessary to complete the whole or the portion of Landscape Works not being delivered by the Developer.
- (b) If within 6 months after the Barua Dedication Date, the Developer fails to achieve practical completion of the whole or any part of the Landscape Works then the City may elect to complete the Landscape Works itself and may recover all costs of and reasonably incidental to that work from the Developer to the maximum amount of the Landscape Guarantee. The City can claim on the Landscape Guarantee in order to exercise this right, in which case the provisions of clause 13 will apply. To the extent that the City's costs exceed the amount of the Guarantee, the City can recover this amount from the Developer as a debt due and owing to the City
- (c) If the City exercises its rights under this clause 8.3 to complete the Landscape Works the Developer grants the City a licence for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Landscape Works.

9. INDEMNITY

The Developer indemnifies the City against all damage, expense, loss or liability of any nature suffered or incurred by the City arising from any act or omission by the Developer (or any Personnel) in connection with the performance of the Developer's obligations under this document, except where the damage, expense, loss or liability suffered or incurred is caused by, or contributed to by, any wilful or negligent act or omission of the City (or any person engaged by the City).

10. DEFECTS LIABILITY

10.1 Security for Defects Liability Period

Until the expiry of the relevant Defects Liability Period, the City may retain from the Guarantee an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 10. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause.

10.2 Defect in the Public Benefits

- (a) If:
 - (i) the Developer is in breach of clause 4.2 of this document; or
 - (ii) the City notifies the Developer of a Defect in the Public Benefits within the Defects Liability Period,

then, following written notice from the City, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Public Benefits.

- (b) If the Developer is unable or unwilling to comply with clause 10.2(a), or fails to rectify the Defect within three months of receiving notice from the City under clause 10.2(a), the City may:
 - (i) rectify the Defect itself;
 - (ii) make a claim on the Guarantee in accordance with clause 12 for the reasonable costs of the City in rectifying the Defect; and
 - (iii) to the extent the costs incurred to rectify the Defect exceeds the Guarantee, recover the reasonable costs from the Developer as a debt due and owing to the City.
- (c) If the City requires access to the Land to rectify any Defect, the Developer grants the City and its contractors a licence for such period as is necessary for the City and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works.

11. REGISTRATION AND CAVEAT

11.1 Registration of this document

- (a) The Developer:
 - (i) consents to the registration of this document at the Land and Property Information on the certificate of title to the Land;
 - (ii) warrants that it has obtained all consents to the registration of this document on the certificate of title to the Land; and
 - (iii) must within 10 Business Days of a written request from the City do all things necessary to allow the City to register this document on the certificate of title to the Land, including but not limited to:
 - (A) producing any documents or letters of consent required by the Registrar-General of the Land and Property Information;
 - (B) providing the production slip number when the Developer produces the certificate of title to the Land at the Land and Property Information; and
 - (C) providing the City with a cheque for registration fees payable in relation to registration of this document at the Land and Property Information.
 - (iv) The Developer must act promptly in complying with and assisting to respond to any requisitions raised by the Land and Property Information that relate to registration of this document.

11.2 Release of this document

- (a) If the City is satisfied that the Developer has provided all Public Benefits, the Temporary Access Works and the Landscape Works (if required under this document) and otherwise complied with this document then the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land or, in the event that a Strata Plan of Subdivision has been registered, then from the certificate of title for the Common Property of that Strata Plan.
- (b) For the sake of clarity the City acknowledges that
 - (i) the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land (or the Common Property of the Strata Plan as the case may be) once the Public Benefits, the Temporary Access Works and the Landscape Works have been provided as required under this document; and
 - (ii) in the event that a Strata Plan of Subdivision is to be registered and the Landscape Works have not been completed then the City must remove or otherwise direct the Land Titles Office not to record this document on the certificates of title to the individual lots in the Strata Plan to be created on the registration of the Strata Plan but only to record this document on the certificate of title for the Common Property of that Strata Plan.

12. ENFORCEMENT

12.1 Developer to provide Guarantee

The Developer must deliver the Guarantee for the Guarantee Amount to the City by the Guarantee Amount Due Date.

12.2 Adjustment of Guarantee Amount

On each anniversary of the date of the Guarantee (the "Adjustment Date"), the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

$$\text{RGA} = \text{GA} \times (\text{A/B})$$

where:

RGA is the revised guarantee amount applicable from the relevant Adjustment Date

GA is the Guarantee Amount that is current on the relevant Adjustment Date

A is the Index Number most recently published before the relevant Adjustment Date

B is the Index Number most recently published:

- (i) before the date of the Guarantee for the first Adjustment Date; and
- (ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

12.3 Right of City to claim on Guarantee

- (a) The Developer agrees that the City may make an appropriation from the Guarantee in such amount as the City, acting reasonably, thinks appropriate if:
 - (i) the Developer fails to comply with clause 4.2 of Schedule 3 of this document (provision of detailed design drawings and detailed costs estimate);
 - (ii) the City allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 6.4(a);
 - (iii) an Insolvency Event occurs in respect of the Developer;
 - (iv) the Developer fails to deliver the Public Benefits in accordance with clause 6.4(b);
 - (v) the Developer fails to rectify a Defect in accordance with clause 10.2 of this document;
 - (vi) the detailed designs for the Developer's Works are not finalised between the parties within 12 months of the date of issue of a Construction Certificate that approves the construction of any structures above the ground floor of the Development;
 - (vii) the Developer's Works do not reach Completion within 36 months of the date of issue of the first Construction Certificate in respect of the Development (or such later time as agreed by the City in writing); or
 - (viii) the City incurs any other expense or liability in exercising its rights and powers under this document.
- (b) Any amount of the Guarantee appropriated by the City in accordance with clause 12.3(a) must be applied only towards:
 - (i) the costs and expenses incurred by the City rectifying any default by the Developer under this document; and
 - (ii) carrying out any works required to achieve the Public Benefits.

12.4 Expenditure by the City

If the City claims on the Guarantee to Complete the Developer's Works, then the City:

- (a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those

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works can be carried out for an amount equal to or less than the Guarantee Amount; or

- (b) may expend more than the Guarantee Amount. If the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer.

12.5 **Top-up and return of Guarantee**

- (a) If the City calls upon the Guarantee in accordance with this clause 12 then the Developer must immediately provide to the City a replacement Guarantee to ensure that, at all times until the Guarantee is released in accordance with paragraph (b), the City is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.

- (b) If:

- (i) the monies secured by the Guarantee have not been expended;
- (ii) the City has concurred with Completion in accordance with clause 6.3(a)(i) of this document, taking into account any approved non-completion of Public Benefits approved by clause 6.4(a) of this document; and
- (iii) the City has been provided with the security for the Defects Liability Period in accordance with clause 10.1,

then the City will promptly return the Guarantee to the Developer following the issue of a notice pursuant to clause 6.3(a)(i) of this document.

- (c) If, following expiry of the Defects Liability Period, the City is satisfied that all defects have been rectified in accordance with clause 10 then the City must promptly return to the Developer the portion of the Guarantee retained by the City as security for the Defects Liability Period.

12.6 **Compulsory acquisition**

If the Developer fails to transfer or dedicate the Transfer Land to the City in accordance with Schedule 3 of this document then the City may compulsorily acquire that land for the amount of \$1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*. The City and the Developer agree that:

- (a) this clause 12.6 is an agreement between the Developer and the City for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*;
- (b) in this clause 12.6 the Developer and the City have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition; and

- (c) the Developer must pay the City, promptly on demand, an amount equivalent to all costs incurred by the City in acquiring the whole or any part of the Transfer Land or land as contemplated by this clause 12.6.

13. ENFORCEMENT OF OBLIGATION TO UNDERTAKE LANDSCAPE WORKS

13.1 Developer to provide Landscape Guarantee

- (a) In addition to the obligation to deliver the Guarantee in accordance with clause 12.1, the Developer must deliver the Landscape Guarantee for the Landscape Guarantee Amount to the City by the Landscape Guarantee Amount Due Date.
- (b) The Developer is not required to provide the Landscape Guarantee in the event that the Landscape Works are completed prior to the Barua Dedication Date.

13.2 Adjustment of Landscape Guarantee Amount

The Landscape Guarantee Amount is not subject to any adjustment.

13.3 Right of City to claim on Landscape Guarantee

- (a) The Developer agrees that the City may make an appropriation from the Landscape Guarantee in such amount as the City, acting reasonably, thinks appropriate if:
 - (i) the City allows the Developer not to complete the Temporary Access Works or Landscape Works, or any part of them, in accordance with clause 8.1;
 - (ii) an Insolvency Event occurs in respect of the Developer;
 - (iii) the Developer fails to deliver the Temporary Access Works or Landscape Works in accordance with clause 8.1;
 - (iv) the City incurs any other expense or liability in exercising its rights and powers under this document in relation to the Landscape Works.
- (b) Any amount of the Landscape Guarantee appropriated by the City in accordance with clause 13.2 must be applied only towards:
 - (i) the costs and expenses incurred by the City rectifying any default by the Developer under this document in relation to the Landscape Works; and
 - (ii) carrying out any works required to complete the Landscape Works.

13.4 Expenditure by the City

- (a) If the City claims on the Landscape Guarantee to Complete the Developer's Works, then the City:
 - (i) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Temporary Access Works

or Landscape Works to ensure that those works can be carried out for an amount equal to or less than the Landscape Guarantee Amount; or

- (ii) may expend more than the Landscape Guarantee Amount. If the City expends more money than the Landscape Guarantee Amount then the amount in excess of the Landscape Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer.

13.5 Return of Landscape Guarantee

(a) If:

- (i) the monies secured by the Landscape Guarantee have not been expended;
- (ii) the Temporary Access Works and the Landscape Works have been completed,

then the City will promptly return the Landscape Guarantee to the Developer following the receipt of a notice pursuant to clause 8.2 of this document that both the Temporary Access Works and the Landscape Works have been completed.

14. DISPUTE RESOLUTION

14.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 14.

14.2 Negotiation

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative and the City's Representative for resolution. The Dispute Notice must:
 - (i) be in writing;
 - (ii) state that it is given pursuant to this clause 14; and
 - (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any:
 - (aa) provisions of this document; and
 - (bb) acts or omissions of any person,

relevant to the Dispute; and

- (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the City's Representative must meet at least once to attempt to resolve the Dispute.
- (c) The Developer's Representative and the City's Representative may meet more than once to resolve a Dispute. The Developer's Representative and the City's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

14.3 **Not use information**

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 14 is to attempt to settle the Dispute. Neither party may use any information or documents obtained through any dispute resolution process undertaken under this clause 14 for any purpose other than in an attempt to settle the Dispute.

14.4 **Condition precedent to litigation**

Subject to clause 14.5, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Dispute Notice has been given; and
- (b) the Resolution Period has expired.

14.5 **Summary or urgent relief**

Nothing in this clause 14 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

15. **TAXES AND GST**

15.1 **Responsibility for Taxes**

- (a) The Developer is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Public Benefits.
- (b) The Developer must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 15.1(a).

15.2 **GST free supply**

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

- (a) no additional amount will be payable by a party on account of GST; and
- (b) no tax invoices will be exchanged between the parties.

15.3 **Supply subject to GST**

To the extent that clause 15.2 does not apply to a supply made under this document, this clause 15.3 will apply.

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 15.3(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 15.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) The Developer will assume the City is not entitled to any input tax credit when calculating any amounts payable under this clause 15.3.
- (f) In this document:
 - (i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
 - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

16. **DEALINGS**

16.1 **Dealing by the City**

- (a) The City may Deal with its interest in this document without the consent of the Developer if the Dealing is with a Government Agency. The City must

give the Developer notice of the Dealing within five Business Days of the date of the Dealing.

- (b) The City may not otherwise Deal with its interest in this document without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

16.2 Dealing by the Developer

- (a) Prior to registration of this document in accordance with clause 11, the Developer must not Deal with this document or the Land without:
 - (i) the prior written consent of the City; and
 - (ii) the City, the Developer and the third party the subject of the Dealing entering into a deed of novation to the Dealing on terms acceptable to the City
- (b) On and from registration of this document in accordance with clause 11:
 - (i) the Developer may Deal with this document without the consent of the City only as a result of the sale of the whole of the Land (without subdivision) to a purchaser of the Land; and
 - (ii) the Developer must not otherwise Deal with this document (including by registering a plan of strata subdivision, whereby the City consents to this document remaining registered only on the certificate of title to the common property of the strata plan upon registration of the strata plan) to a third party that is not a purchaser of the whole or any part of the Land without:
 - (A) the prior written consent of the City; and
 - (B) the City, the Developer and the third party the subject of the Dealing entering into the Deed of Novation to the Dealing on terms acceptable to the City.
- (c) The Developer must pay the City's costs and expenses relating to any consent or documentation required due to the operation of this clause 16.2.
- (d) .Nothing in this clause 16 (or in this Deed) prohibits the Developer from entering into the Sale Contracts and the City acknowledges and agrees that the consent of the City for the Developer to enter into the Sale Contracts is not required to be obtained.

16.3 Extinguishment or creation of interests on Transfer Land

- (a) Prior to the dedication or transfer of the Transfer Land to the City, the Developer must:
 - (i) extinguish all leases and licences over the Transfer Land; and
 - (ii) use its best endeavours to extinguish all redundant encumbrances and those that, in the City's opinion, would unreasonably impede the intended use of all or any part of the Transfer Land.

- (b) The Developer must comply with any directions by the City relating to the Transfer Land, including but not limited to the creation of any encumbrances over the Transfer Land.

17. **TERMINATION**

- (a) The City may terminate this document by notice in writing to the Developer if the Development Consent lapses or is surrendered by the Developer.
- (b) If the City terminates this document then:
 - (i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
 - (ii) the Developer must take all steps reasonably necessary to minimise any loss the each party may suffer as a result of the termination of this document;
 - (iii) the City will return the Guarantee to the Developer after first deducting any amounts owing to the City or costs incurred by the City by operation of this document. If in exercising its rights under this document the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and
 - (iv) the City will, at the Developer's cost, do all things reasonably required to remove this document from the certificate of title to the Land.

18. **CONFIDENTIALITY AND DISCLOSURES**

18.1 **Use and disclosure of Confidential Information**

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 18.2 or 18.3.

18.2 **Disclosures to personnel and advisers**

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
 - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.

(b) The receiving party:

- (i) must ensure that any person to whom Confidential Information is disclosed under clause 18.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 18.2(a); and
- (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 18.2(b)(i).

18.3 Disclosures required by law

- (a) Subject to clause 18.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.
- (b) If the receiving party is required to make a disclosure under clause 18.3(a), the receiving party must:
 - (i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
 - (iii) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

18.4 Receiving party's return or destruction of documents

On termination of this document the receiving party must immediately:

- (a) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

18.5 Security and control

The receiving party must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

18.6 Media releases

The Developer must not issue any information, publication, document or article for publication in any media concerning this document or the Public Benefits without the City's prior written consent.

19. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- (b) A person's address and fax number are those set out in Schedule 1 for the City's Representative and the Developer's Representative, or as the person notifies the sender in writing from time to time.

20. GENERAL

20.1 Governing law

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

20.2 Access to information

In accordance with section 121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Developer agrees to allow the City immediate access to the following information contained in records held by the Developer:

- (a) information that relates directly to the delivery of the Public Benefits by the Developer;
- (b) information collected by the Developer from members of the public to whom the Developer provides, or offers to provide, services on behalf of the City; and
- (c) information received by the Developer from the City to enable the Developer to deliver the Public Benefits.

20.3 Liability for expenses

- (a) The Developer must pay its own and the City's expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this document.
- (b) The Developer must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this document and the explanatory note prepared in accordance with the Regulations and for any consent the City is required to provide under this document.

20.4 Relationship of parties

- (a) Nothing in this document creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) No party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

20.5 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

20.6 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this document,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

20.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this document without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

20.8 Preservation of existing rights

The expiration or termination of this document does not affect any right that has accrued to a party before the expiration or termination date.

20.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this document for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

20.10 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

20.11 Operation of this document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

20.12 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

20.13 Inconsistency with other documents

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) this document;
- (b) any Schedule to this document; and
- (c) the provisions of any other document of the Developer,

the order of precedence between them will be the order listed above, this document having the highest level of precedence.

20.14 No fetter

Nothing in this document in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

20.15 Counterparts

This document may be executed in counterparts.

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SCHEDULE 1

Agreement Details

ITEM	TERM	DESCRIPTION
1.	Land	1/80277,1/66779,1/127867, 2/127867
2.	Development	Demolition of the existing buildings and structures, excavation remediation and other site preparation works, construction of a residential flat building comprising 71 residential apartments, construction of basement and ground level parking for 55 car parking spaces, dedication of private land for road reservation purposes and embellishment of road to be dedicated at 3-9 Eve Street Erskineville.
3.	City's Representative	Name: Director City Planning Development and Transport Address: The Council of the City of Sydney 456 Kent Street SYDNEY NSW 2000 Fax number: (02) 9265 9518
4.	Developer's Representative	Name: Mr Benjy Levy Address: Suite 1.06, Level 1, 55 Miller Street, Pyrmont NSW 2009 Fax number:
5.	Development Application	D/2014/2037
6.	Guarantee Amount	A total amount of \$76,891.00
7.	Guarantee Amount Due Date	Before the issue of the first Construction Certificate for the Development (other than any Construction Certificate for site preparation, hoarding and fence erection and related works).

SCHEDULE 2

Requirements under the Act and Regulation (clause 2)

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	Planning instrument and/or development application (section 93F(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a Development Application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
2.	Description of land to which this document applies (section 93F(3)(a) of the Act)	Item 1 of Schedule 1.
3.	Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies (section 93F(3)(b) of the Act)	Redevelopment of 3-9 Eve Street Erskineville generally in accordance with development application D/2014/2037
4.	The scope, timing and manner of delivery of Public Benefits required by this document (section 93F(3)(c) of the Act)	Schedule 3 and Annexure E.
5.	Applicability of sections 94 and 94A of the Act (section 93F(3)(d) of the Act)	The application of sections 94 and 94A of the Act is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under sections 94 or 94A will be required to be paid

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
6.	Applicability of section 94EF of the Act (section 93F(3)(d) of the Act)	The application of section 94EF of the Act is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under section 94EF will be required to be paid
7.	Consideration of benefits under this document if section 94 applies (section 93F(3)(e) of the Act)	[Not applicable because this document excludes section 94 of the Act. Benefits are not to be taken into consideration in determining a development contribution under section 94 of the Act.
8.	Mechanism for Dispute Resolution (section 93F(3)(f) of the Act)	Clause 14
9.	Enforcement of this document (section 93F(3)(g) of the Act) in respect of provision of Public Benefits	Clause 12
10.	No obligation to grant consent or exercise functions (section 93F(9) of the Act)	Clause 2.4
11.	Registration of this document (section 93H of the Act)	Clause 11
12.	Whether certain requirements of this document must be complied with before a construction certificate is issued (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
13.	Whether certain requirements of this document must be complied with before a subdivision certificate is issued (clause 25E(2)(g) of the Regulation)	Refer to the explanatory note
14.	Whether certain requirements of this document must be complied with before an occupation certificate is issued	Refer to the explanatory note

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ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
	(clause 25E(2)(g) of the Regulation)	
15.	Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document (clause 25E(7) of the Regulation)	Clause 2.5

SCHEDULE 3

Public Benefits (clause 5)

1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	Public Benefit	Attributed Value	Due date	Additional specifications
1.	Monetary Contribution	\$NIL	Not Applicable	
2.	Transfer Land	\$NIL	Prior to issue of the first Occupation Certificate for the Development	An area of approximately 130 square metres Plans showing the indicative location of the Transfer Land are contained in Annexure D to this document.
3.	Developer's Works	\$76,891	Prior to issue of the first Occupation Certificate for the Development	Plans and specifications showing the nature and extent of the required Developer's Works as at the date of this document are contained in Annexure E to this document.
4.	Essential Infrastructure	\$NIL	Not Applicable	Not Applicable

2. PAYMENT OF MONETARY CONTRIBUTION

2.1 Payment

The Developer must pay the Monetary Contribution (if any) to the City on the date of this document in cash or by unendorsed bank cheque.

2.2 Indexation

If the Monetary Contribution is not paid to the City on the date of this document then at the date of payment the Monetary Contribution must be indexed as follows:

Monetary Contribution (to be provided) =

Monetary Contribution (as per item 1 of clause 1 above) x
(A/B)

where:

- A** is the Index Number most recently published before the date the Monetary Contribution is to be paid
- B** is the Index Number most recently published before the date this agreement commenced in accordance with clause 3.1(a) of this document.

If after the formula is applied the Monetary Contribution will be less than the amount stated in item 1 of clause 1 above, the Monetary Contribution will not be adjusted.

2.3 No trust

Nothing in this document creates any form of trust arrangement or fiduciary duty between the City and the Developer. Following receipt of the Monetary Contribution, the City is not required to separately account for the Monetary Contribution, report to the Developer regarding expenditure of the Monetary Contribution or comply with any request by the Developer to trace the Monetary Contribution.

2.4 Expenditure by the City

The City will use the Monetary Contribution to achieve the public benefit of.

3. TRANSFER LAND

3.1 Dedication of land – decision

The Developer must, at its cost, take all steps required to transfer the Transfer Land to the City by the due date specified in clause 1 of Schedule 3. As part of this obligation, the Developer must confirm with the City whether the Transfer Land is to be:

- (a) dedicated to the City on registration of a plan of subdivision; or
- (b) transferred to the City on registration of a transfer instrument.

3.2 Obligations on dedication

The requirement for the Developer to dedicate the Transfer Land to the City is satisfied where a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW).

3.3 Obligations on transfer

- (a) The requirement for the Developer to transfer the Transfer Land to the City is satisfied where:

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- (i) the City is given:
 - (A) an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the Developer as transferor that is effective to transfer the title to the Transfer Land to the City when executed by the City as transferee and registered;
 - (B) the written consent to the registration of the transfer of any person whose consent is required to that registration; and
 - (C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- (b) The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- (c) The Developer must ensure that the Transfer Land is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for any encumbrances agreed in writing by the City in its absolute discretion.
- (d) The Developer must indemnify and agree to keep indemnified the City against all claims made against the City as a result of any Contamination in, over, under or migrating from the whole or any part of the Transfer Land but only in relation to Contamination that existed on or before the date that the Transfer Land is dedicated to the City in accordance with the requirements of this clause.
- (e) The Developer warrants that as at the date of this deed the Transfer Land is not subject to any Adverse Affectation and warrants as to those matters in Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW), unless otherwise notified to and agreed by the City in writing in its absolute discretion.

4. FINAL DESIGN OF THE DEVELOPER'S WORKS

4.1 Scope of Developer's Works

As at the date of this document, the nature and extent of the required Developer's Works is set out in Annexure E to this document. The parties agree that further design refinement of the Developer's Works may be necessary, having regard to:

- (a) the extent to which the design of the Developer's Works has been approved by the City;
- (b) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this document;
- (c) the extent of any refinement of the design of the Developer's Works permitted by this clause 3.3(e) of Schedule 3;

- (d) any modification to the Development Consent made and approved under section 96 of the Act or any other development consent granted that relates to the Developer's Works; and
- (e) the reasonable requirements of the City, including in regard to the Standards.

4.2 Final design of Developer's Works

- (a) Within 3 months of the date of this document (or a later time approved by the City in writing) , the Developer must submit to the City's Representative for approval:
 - (i) detailed design drawings of the Developer's Works that reflect the plans and specifications set out in Annexure E; and
 - (ii) a detailed costs estimate (certified by a Quantity Surveyor) setting out the estimated cost of the Developer's Works.
- (b) Within 30 Business Days after the City's Representative has received the detailed design drawings and detailed costs estimate, the City will inform the Developer in writing as to whether the detailed design drawings and costs estimate are approved. If the detailed design drawings or costs estimate are not approved, the City will inform the Developer in writing of what further information or modifications are required and the Developer will have a further 15 Business Days to re-submit the required information, following which the process outlined in this paragraph (b) will apply again.
- (c) Regarding the costs estimate, the Developer agrees that the City may:
 - (i) reject items included within the Quantity Surveyor's Assessment which are not directly related to the Developer's Works;
 - (ii) require substantiation for the costs of items where the amount estimated is considered by the City to be excessive;
 - (iii) require an adjustment to the costs estimate to reflect a variation to the design required under this clause 4.2 of Schedule 3.
- (d) If the Developer:
 - (i) fails to prepare the detailed design drawings or detailed costs estimate; or
 - (ii) does not provide further information or modify the detailed design drawings or detailed costs estimate,

in accordance with this clause 4.2 of Schedule 3, then the City may exercise its rights under clause 12 of this document in order to carry out the Developer's Works itself at the cost of the Developer.
- (e) The Developer agrees that the value of the Developer's Works may be adjusted following completion of the process set out in this clause 4.2 of Schedule 3. The Developer acknowledges that the scope of the Developer's

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Works will not change or reduce if the costs required to complete those works is greater than the amount estimated at the date of this document.

4.3 Preparation of and changes to construction design drawings

- (a) Following approval of the detailed design drawings by the City in accordance with clause 4.2 of Schedule 3, the Developer must promptly:
 - (i) prepare construction design drawings that comply with the detailed design drawings; and
 - (ii) provide the City with a copy of the construction design drawings.
- (b) The City, acting reasonably, may by written notice to the Developer at any time, approve, vary or direct the Developer to vary the construction design drawings so that the Developer's Works reflect:
 - (i) the Standards;
 - (ii) a departure or discrepancy from the plans approved under clause 4.2 of Schedule 3; or
 - (iii) any other standard or specification for materials or methodology for carrying out works that is adopted by the City from time to time, provided that any direction given under this clause 4.3(b)(iii) of Schedule 3 does not significantly increase:
 - (A) the cost of that element of the Developer's Works; or
 - (B) the complexity of implementation of the Developer's Works that may lead to a significant delay in the completion of the Developer's Works.
- (c) Within 20 Business Days of receiving a notice from the City under clause 4.3(b) of Schedule 3, the Developer must:
 - (i) to the extent practicable, use reasonable endeavours to comply with the notice given by the City; or
 - (ii) if the Developer determines that the notice given by the City is unreasonable or impracticable, notify a dispute in accordance with clause 13 of this document.

If the Developer does not provide any response during the 20 Business Days after receiving a notice from the City under clause 4.3(b) of Schedule 3, it is deemed that the Developer accepts the notice given by the City and will take all steps required to comply with the notice.

- (d) The City does not assume or owe any duty of care to the Developer in reviewing any design drawings submitted to it under this clause 3.3(e) of Schedule 3 or for any errors, omissions or non-compliance with this document.
- (e) No participation by the City in the development of, the review of, or comments on any design drawings submitted by the Developer will lessen

or otherwise affect the Developer's obligations under this document or constitute an acknowledgement by the City that the Developer has complied with its obligations under this document.

5. CONSTRUCTION OF DEVELOPER'S WORKS

5.1 Insurance

(a) From commencement of the Developer's Works until expiration of the Defects Liability Period, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:

- (i) worker's compensation insurance or registrations as required by Laws;
- (ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$20,000,000 covering all aspects of the Developer's Works;
- (iii) construction works insurance in relation to the Developer's Works; and
- (iv) motor vehicle third party cover with a limit of indemnity of not less than \$20 million for each and every occurrence.

(b) The Developer must submit a copy of all certificates of insurance to the City:

- (i) prior to commencing construction of the Developer's Works; and
- (ii) promptly following a written request by the City, provided that such a request is not made more than twice in any 12 month period.

5.2 Approvals and consents

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the City or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the City copies of all approvals and consents for the Developer's Works, other than the Development Consent.

5.3 Construction work

The Developer must, at its cost:

- (a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the City under this document;
- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this

document so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use;

- (c) ensure that the Developer's Works are Complete by the due date specified in clause 1 of Schedule 3 and promptly after becoming aware advise the City's Representative of any significant delays in completing the Developer's Works or delays that may impact the delivery of the Public Benefits by the due date specified in Item 1 of Schedule 3; and
- (d) comply with all reasonable directions of the City in respect to construction of the Developer's Works.

5.4 Inspections by the City

The City, as a party to this document and not in its role as a Government Agency, may:

- (a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and
- (b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection.

Any failure by the City to identify a Defect, error or omission will not be construed as amounting to an acceptance by the City of the Defect, error or omission.

6. STANDARDS

The following list of Standards are included for information purposes only, and as a guide to the relevant standards for the general nature of the work identified as Developer's Works in this document. The City makes no representation or warranty as to the currency of the standards identified, or their application on the final design of the Developer's Works. The Developer must make its own enquiries regarding whether any standard has been replaced or supplemented. In the event that an Australian Standard prescribed a different level of material, finish, work or workmanship than those contained in a City standard, then the higher of the two standards will apply. If there is a conflict between City standards then the Developer must request the City nominate the correct and applicable City standard. The City's decision as to the applicable standard is final.

Relevant Australian Standards – Verge Works, Through site links

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting

- AS 1743 Road signs
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- AS 4454 Composts, soil conditioners and mulches

Relevant Australian Standards – Roads (including pedestrian areas)

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

City Standards (All Works)

- Street Lights and switch box
- Sydney Street Design Code
- Sydney Lights Design Code
- City of Sydney Access Policy

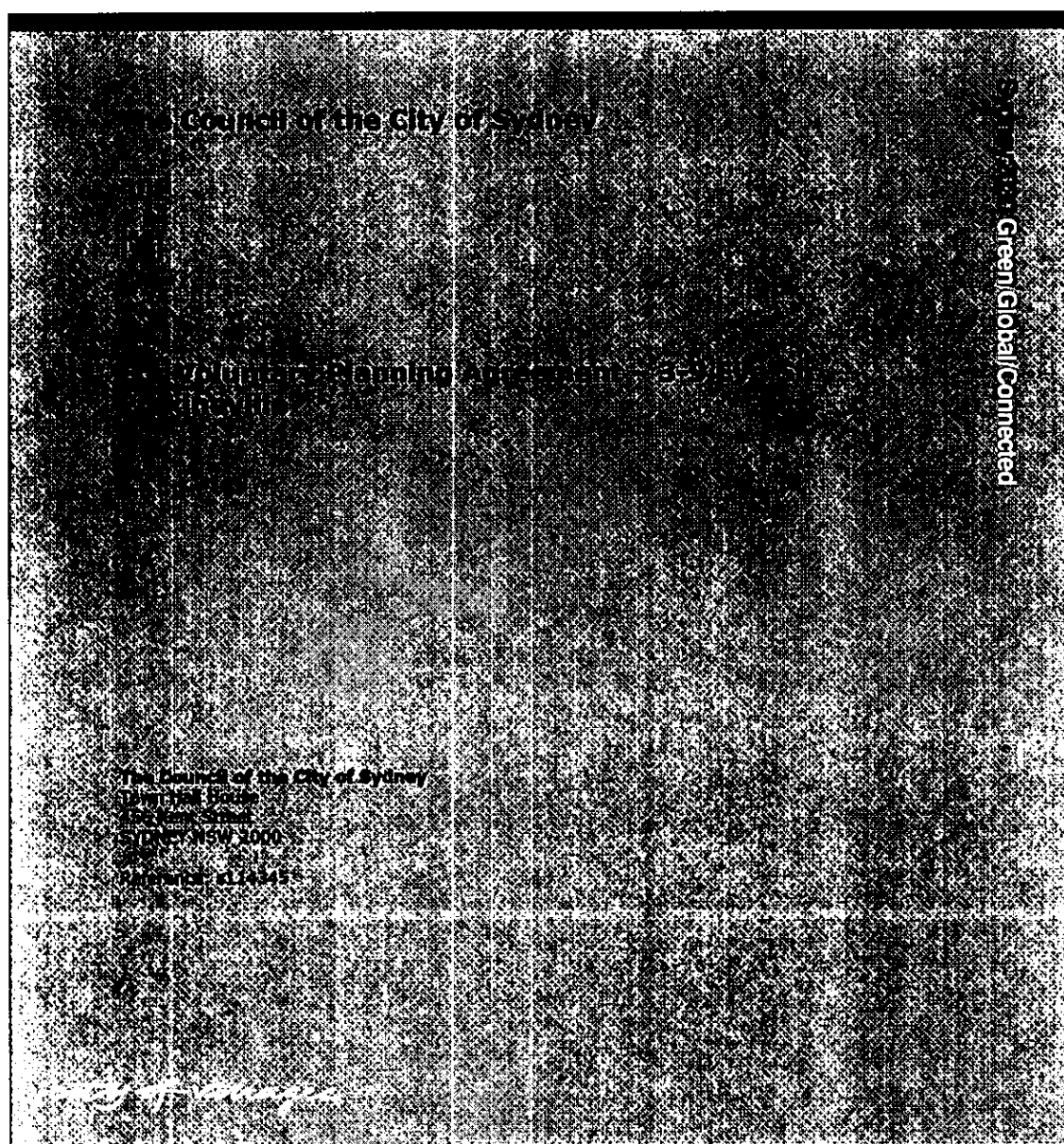
- City of Sydney – SSCC – Construction Specification for Civil Works Design and Construction 2010
- City of Sydney Street Tree Master Plan
- Sydney Streets Technical Specification
- Stormwater Drainage Strategy for mid block (prepared by Webb McKeown consulting engineers)

SCHEDULE 4

Deed of Novation



Deed of Novation



DEED OF NOVATION

THIS Deed is made on the date set out in Item 1 of Schedule 1.

PARTIES:

- (1) **THE COUNCIL OF THE CITY OF SYDNEY** (ABN 22 636 550 790) of 456 Kent Street, Sydney NSW 2000 (City), and
- (2) [*] (the Outgoing Party)
- (3) [*] (the Incoming Party)

BACKGROUND

- A. The City and the Outgoing Party are parties to the Agreement.
- B. The Agreement relates to the whole of the Land.
- C. The Outgoing Party has requested its obligations under the Agreement be transferred to the Incoming Party.
- D. Subject to this deed, the City consents to the Incoming Party replacing the Outgoing Party as a party to the Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this deed, unless the context otherwise requires:

Agreement means the voluntary planning agreement between City and the Outgoing Party in relation to 3-9 Eve Street, Erskineville Glebe.

2 INTERPRETATION

- 2.1 Words and expressions defined in the Agreement have the same meaning in this deed.
- 2.2 Headings do not affect the interpretation of this document.

3 PERFORMANCE OF OBLIGATIONS

3.1 Assumption of Obligations

- (a) On and from the date of this deed, the Incoming Party acknowledges itself to be bound by the provisions of the Agreement, as if the Incoming Party had originally been named as the Outgoing Party in that Agreement.
- (b) The Incoming Party must punctually carry out and perform all other obligations of the Outgoing Party under the Agreement which are not performed at the date of this deed; and
- (c) The Incoming Party will be:
 - (i) entitled to the benefit of the Agreement; and
 - (ii) entitled to enforce the Agreement against City,as if the Incoming Party had originally been named as the Outgoing Party in that Agreement.

4 PERFORMANCE AFFECTED BY NOVATION

4.1 Outgoing Party

The Outgoing Party:

- (d) releases and discharges the City from its obligations under the Agreement and from all claims and demands in respect of the performance of, and obligations under the Agreement prior to the date of this deed; and
- (e) warrants to the City that it has properly performed its obligations under the Agreement, complying with all contractual and relevant legislative requirements.

4.2 Incoming Party

The Incoming Party must perform all of the Developer's obligations under the Agreement as if named as Developer in the Agreement whether or not the relevant obligations relate to works that were to be performed prior to the date of this deed, including but not limited to:

- (f) the delivery of all Public Benefits to the City; and
- (g) the provision of all Guarantees to the City.

5 COSTS

The Incoming Party and Outgoing Party are jointly and severally liable for the City's legal costs in relation to the negotiation, preparation and execution of this deed and must, on demand, promptly reimburse the City for such legal costs.

6 GOVERNING LAW

This deed is governed by the laws of New South Wales.

7 FURTHER ACTS

Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

8 COUNTERPARTS

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Executed as a Deed by:

Signed for and on behalf of The)
COUNCIL OF THE CITY OF SYDNEY by Its)
duly authorised officer in the presence of:)

Witness:

Signature:

Name (printed):

Name of Authorised Officer:

SIGNED by [*] in accordance with Its
Constitution [Section 127 Corporations Act
2001]:

)
)
)

Director:

Director/Secretary:

Name (printed):

Name (printed):

SIGNED by [*] in accordance with Its
Constitution [Section 127 Corporations Act
2001]:

)
)
)

Director:

Director/Secretary:

Name (printed):

Name (printed):

SCHEDULE 5

Landscape Positive Covenant

1 Terms of Positive Covenant numbered [#] in the Plan

1.1 Grant

The Registered Proprietor covenants with the Council to undertake the Landscape Works within 6 months of Council notifying the Registered Proprietor the Barua Dedication Date has been achieved.

1.2 Notification of works completion

When the Registered Proprietor forms the reasonable opinion that the Landscape Works have been completed, the Registered Proprietor must send a notice to the Council advising that the works are complete. The notice must be accompanied by a certificate given by the person who directly supervised the works that the works are complete. Unless the Council disputes the notice and the certificate, the Registered Proprietor's obligations under this covenant are discharged. The Council must then sign any dealing required by the Registered Proprietor to remove this notification from the register.

1.3 Council power to undertake works

Pursuant to Section 88(F) of the *Conveyancing Act 1919* Council has the following powers:

- (a) if the Registered Proprietor fails to achieve practical completion of the Landscape Works within 6 months of the Barua Dedication Date then the Council may elect to complete the Landscape Works; and
- (b) the Council may recover all costs of, and reasonably incidental to, undertaking the Landscape Works from the Registered Proprietor.

Definitions

Barua Dedication Date means the later of the date that:

- (a) the Barua Road Works are completed; and
- (b) the plan dedicating the Barua Land is registered.

Barua Road Works means the works to construct the road on the Barua Land.

Barua Land means that part of lot 1 in DP 127861 and that part of lot 1 in DP 210896 to be dedicated to the public as road as required by the Council.

Council means City of Sydney Council.

Landscape Works means the landscaping and related works (including the removal of the bitumen private driveway and the removal of the temporary vehicle crossover and make good of affected areas on Goddard Street) on that part of the common property shown burdened in the plan, to be completed generally in accordance with the plans and specifications forming part of development consent D/2014/2037 (as amended) and related construction certificates.

EXECUTED as a deed.

Signed, sealed and delivered for
**THE COUNCIL OF THE CITY OF
SYDNEY** by its duly authorised
officer, in the presence of:

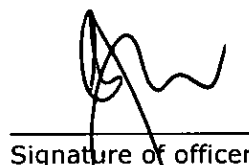


Signature of witness

Alisa Nicholson

Name

456 Kent Street, Sydney NSW 2000
Address of witness



Signature of officer

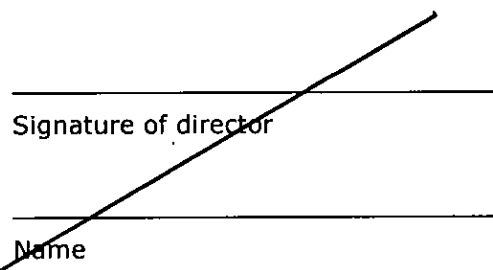
G JAHN

Name of officer

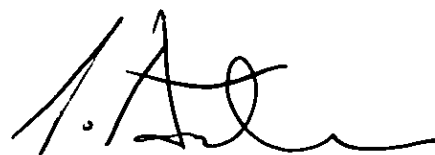
DIRECTOR CITY PLANNING

Position of officer

EXECUTED by **Ichthys Pty Ltd ABN**
85 920 636 627 in accordance with
s127(1) of the Corporations Act 2001
(Cth):


Signature of director

Name

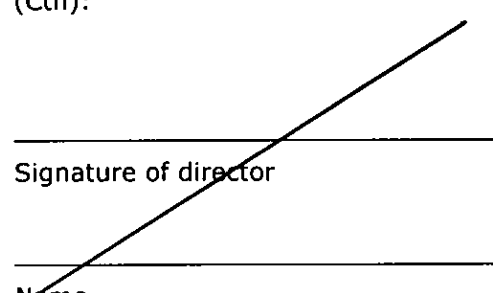


Signature of director/secretary

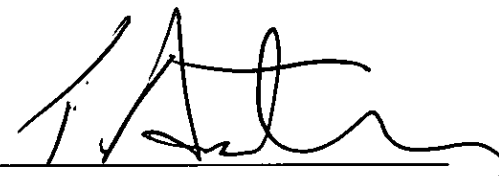
TERRY GEORGE ANDRIOTAKIS

Name

EXECUTED by **Psary Pty Ltd ABN** 46
977 303 621 in accordance with
s127(1) of the Corporations Act 2001
(Cth):


Signature of director

Name



Signature of director/secretary

TERRY GEORGE ANDRIOTAKIS

Name

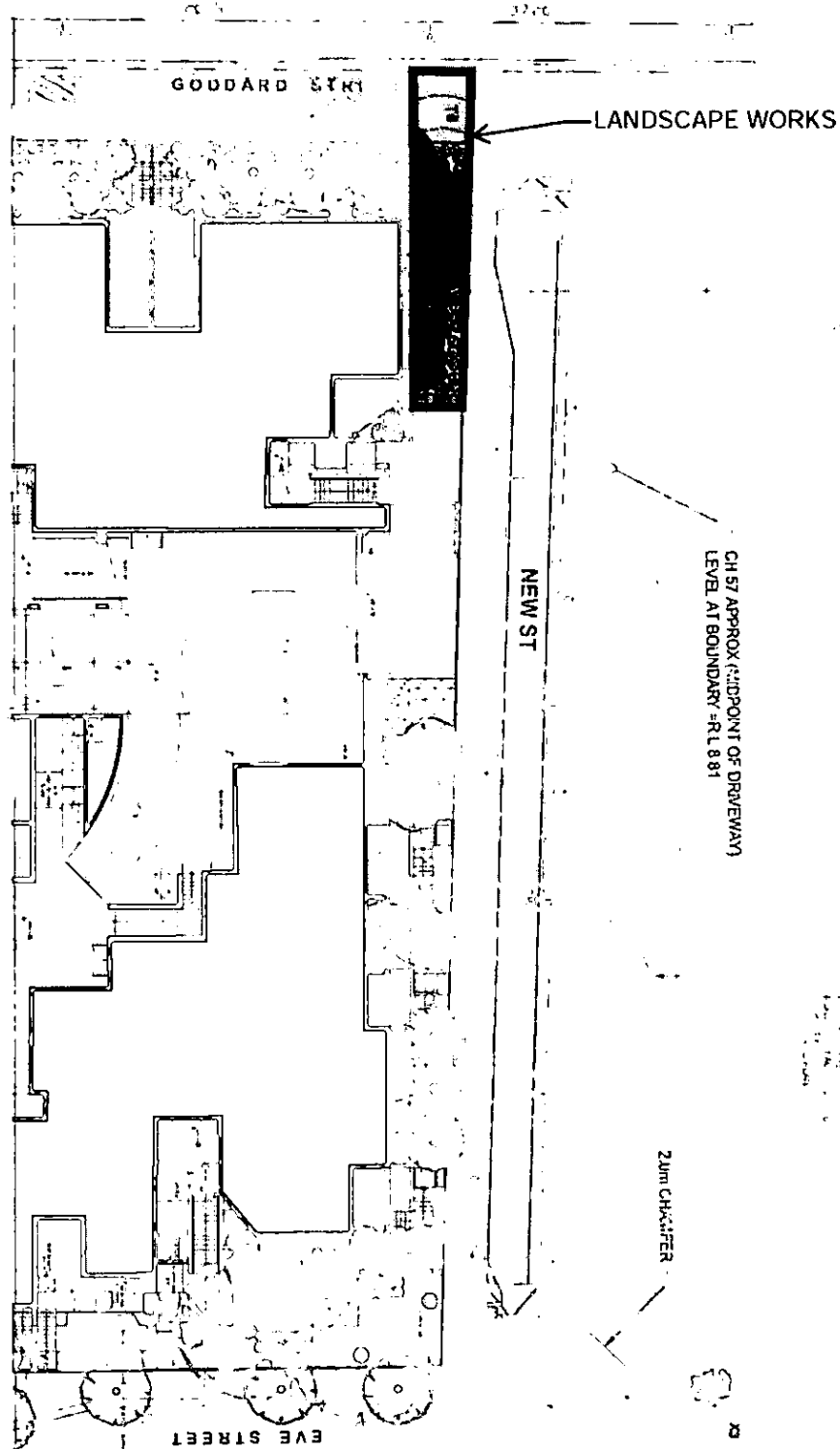
ANNEXURE A

Barua land

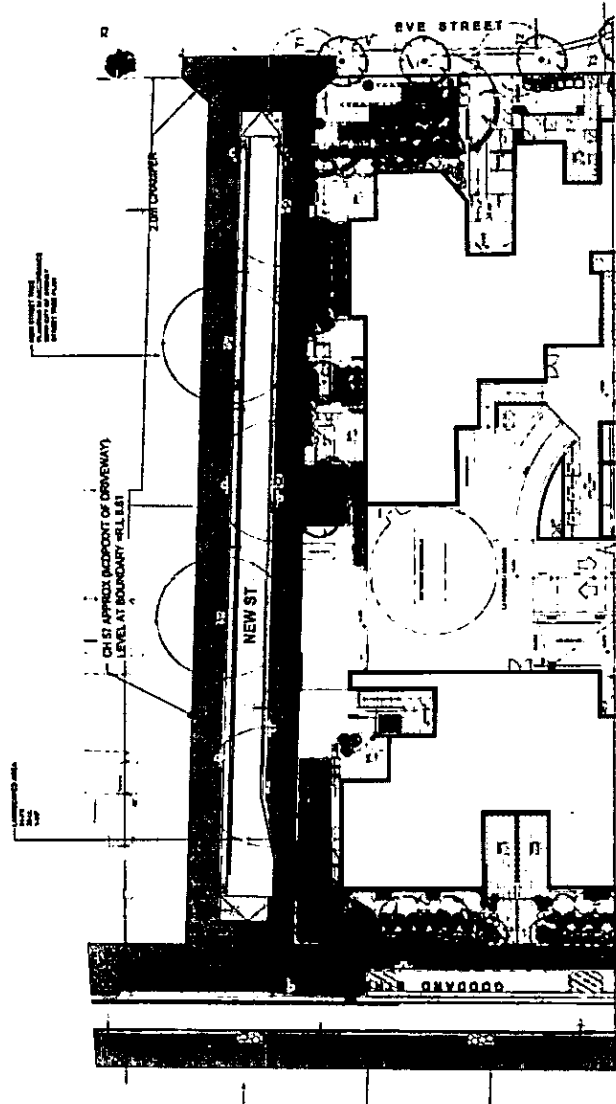
ANNEXURE B

Landscape Works

ANNEXURE B



NBRS+PARTNERS



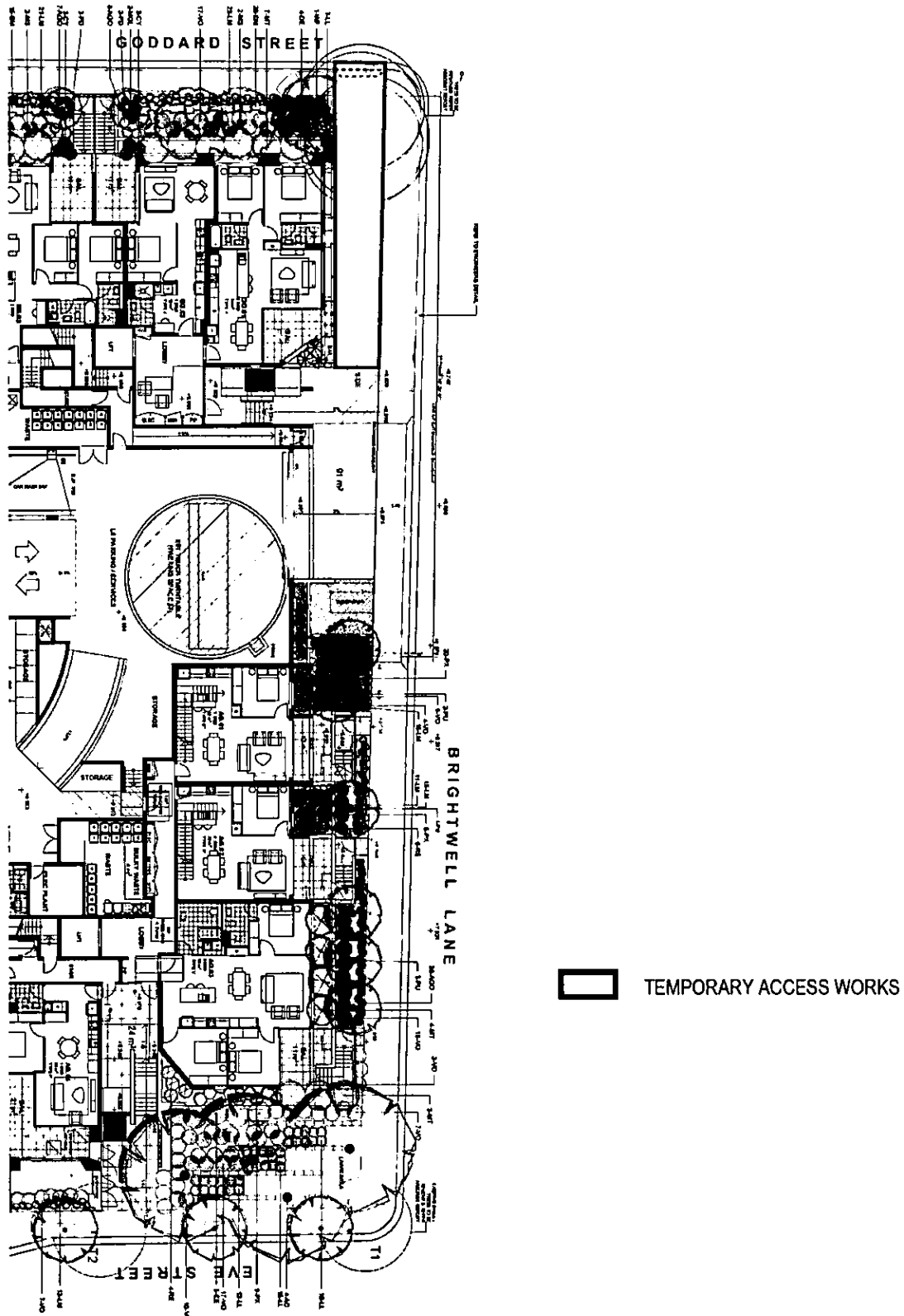
ALL DIMENSIONS ARE IN FEET AND INCHES
 DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
 DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE

<p>Project Name 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE</p>	<p>Project No. 14509-LDA04-01</p>
<p>Client NBR+PARTNERS 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE</p>	<p>Scale 1" = 100'</p>
<p>Drawn By [Signature]</p>	<p>Checked By [Signature]</p>
<p>Project Location 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE</p>	<p>Project Status 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE 1000 STREET, EPHRAIMVILLE</p>

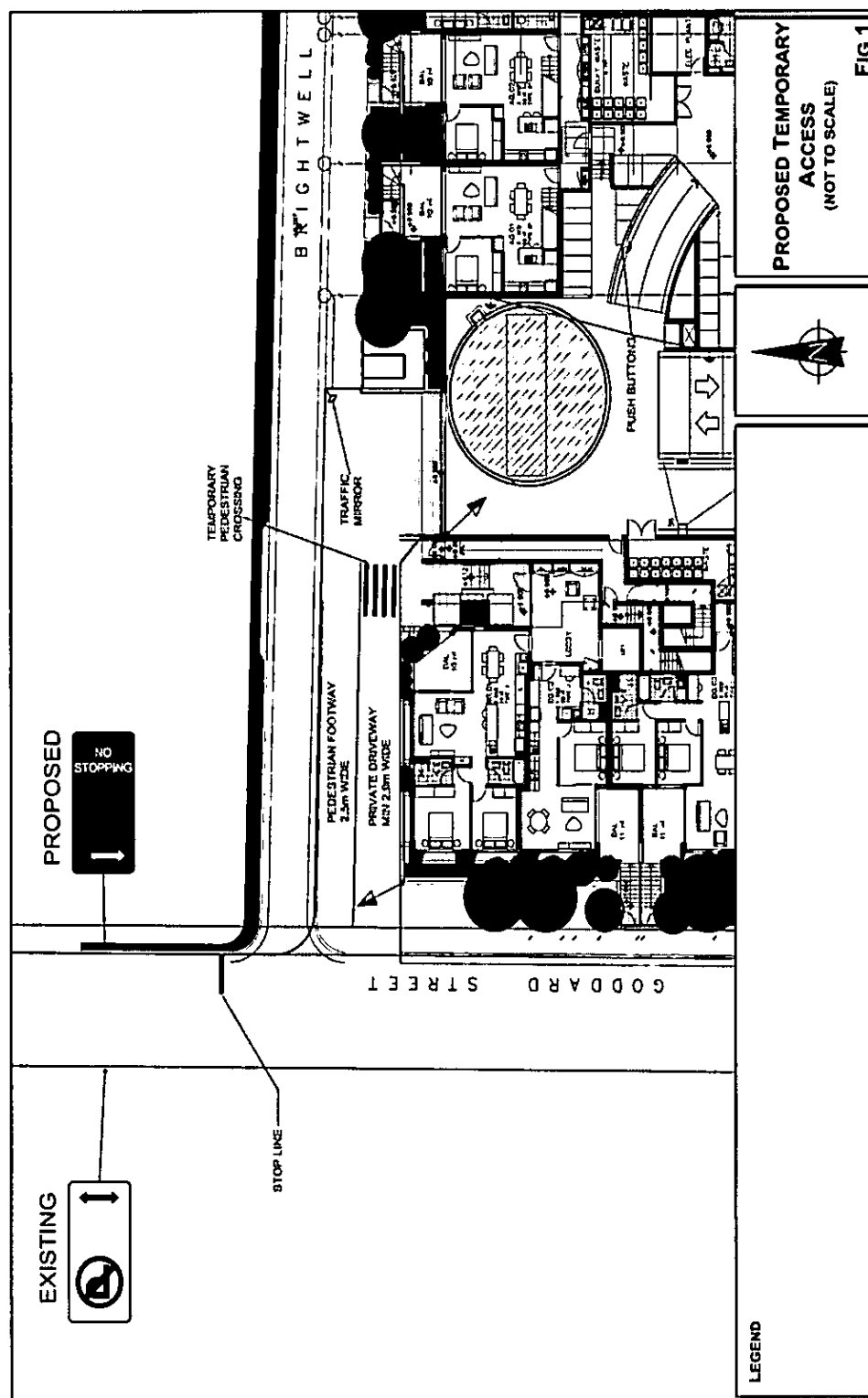
ANNEXURE C

Temporary Access Works

ANNEXURE C



ANNEXURE C



ANNEXURE D

Transfer Land

ANNEXURE E

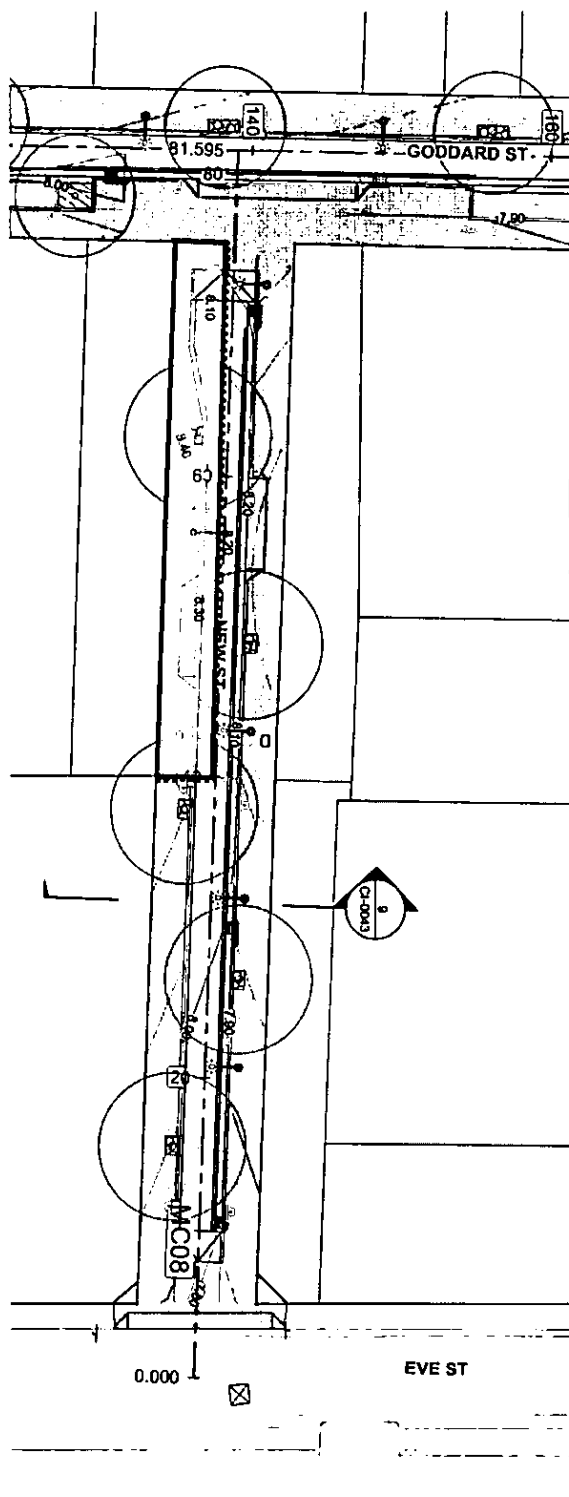
Developer's Works

61

PAGE 66 OF 67

ANNEXURE E

3-9 EVE STREET
 ERSKINEVILLE
 D/2014/2037



DEVELOPERS
 WORKS

RETAINING WALL
 IF BARUA ROAD
 WORKS NOT
 COMPLETE

SUPPLEMENTARY NOTES:

- SUPPLY AND INSTALL SERVICE CONDUITS TO SERVICE AUTHORITY REQUIREMENTS
- CONSTRUCT CONCRETE ROAD AND ASPHALT FOOTPATH TO CITY OF SYDNEY SPECIFICATIONS
- STREET LIGHT, STREET TREE AND TREE PIT TO CITY OF SYDNEY SPECIFICATIONS



Form: 13PC
Release: 3-1

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

AK499227F

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

(A) TORRENS TITLE	1/127867, 1/66779, 2/127867 and 1/80277		
(B) LODGED BY	Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9246 7839 CAN: 123053P Reference: S115211 - P Romero-Calderon	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land ICHTHYS PTY LIMITED (ACN 168 051 134) AND PSARY PTY LIMITED (ACN 168 050 057) AS TENANTS IN COMMON IN EQUAL SHARES		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant Nature of Interest Number of Instrument Name NOT APPLICABLE N.A. N.A.		
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)		

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

DATE 7 June 2016

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

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

Signature of witness: Patti Stein

Name of witness: PATTI STEIN

Address of witness: 456 Kent Street, Sydney

Signature of authorised officer: [Signature]

Name of authorised officer: Anthony Patrick Lenehan

Position of authorised officer: Director - LEGAL & GOVERNANCE
THE COUNCIL OF THE CITY OF SYDNEY

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

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

Company: PLEASE REFER TO ATTACHED SHEET
Authority:

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

(H) **Consent of the N.A**

The N.A under N.A

No. N.A.

, agrees to be bound by this positive covenant.

I certify that the above N.A signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of N.A.

Name of witness:

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 7

1303

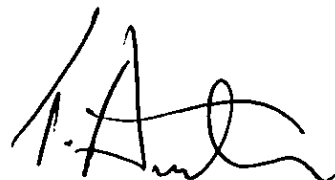
PP DP1203935

NOCT 15

New Rep?

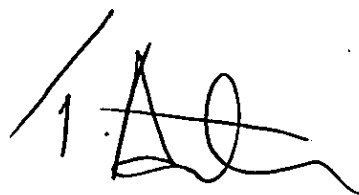
- (G) Certified correct for the purposes of the Real Property Act 1990 and executed on behalf of the corporations named below by the authorised person whose signature appears below pursuant to the authority specified.

SIGNED by ICHTHYS PTY LIMITED)
(ACN 168 051 134) in accordance with)
section 127(1) of the Corporations Act)
2001:



Terry George Andriotakis
Sole Director/Secretary

SIGNED by PSARY PTY LIMITED (ACN)
168 050 057) in accordance with section)
127(1) of the Corporations Act 2001:)



Terry George Andriotakis
Sole Director/Secretary

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 1 IN DEPOSITED PLAN 127867, LOT 1 IN DEPOSITED PLAN 66779, LOT 2 IN DEPOSITED PLAN 127867 AND LOT 1 IN DEPOSITED PLAN 80277 BETWEEN ICHTHYS PTY LIMITED, PSARY PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 3-9 Eve Street, Erskineville (Folio Identifier: 1/127867, 1/66779, 2/127867 and 1/80277).

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Private Connection means the privately owned pipes emanating from the Land that is connected to the City owned gully pit, pipe or channel.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.



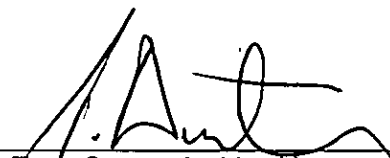
Witness:

PATTI STEIN

Name (printed): 456 KENT STREET, SYDNEY



Anthony Patrick Lenehan
Director – Legal and Governance
The Council of the City of Sydney



Terry George Andriotakis
Sole Director/Secretary
Ichthys Pty Limited



Terry George Andriotakis
Sole Director/Secretary
Psary Pty Limited

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the Private Connection to the City's drainage system, the Owner must:

- (a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) not permit any Unauthorised Discharge through the Private Connection;
- (c) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;
- (d) pay for all costs relating to the disconnection(s) and making good;
- (e) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (f) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);
- (g) release the City from all claims for Damages as a result of:
 - (i) any blockage of or surcharge or backflow from the City's drainage system;
 - (ii) the construction of the Private Connection in the Public Way
 - (iii) the connection of the Private Connection to the City's drainage system; and
 - (iv) the relocation of the gully pit;
- (h) indemnify the City from all Damages suffered or incurred by the City as a result of:
 - (i) the construction of the Private Connection;
 - (ii) the connection of the Private Connection to the City's drainage system; or
 - (iii) any Unauthorised Discharge through the Private Connection;except to the extent that the City's negligent act or omission contributed to the Damages;
- (i) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.



Witness:

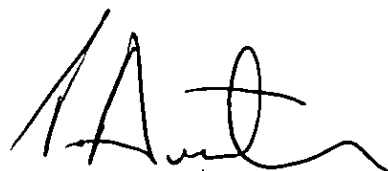
PATTI STEIN

Name (printed):

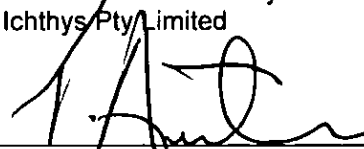
456 KENT STREET, SYDNEY



Anthony Patrick Lenehan
Director – Legal and Governance
The Council of the City of Sydney



Terry George Andriotakis
Sole Director/Secretary
Ichthys Pty Limited



Terry George Andriotakis
Sole Director/Secretary
Psary Pty Limited

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 1 IN DEPOSITED PLAN 127867, LOT 1 IN DEPOSITED PLAN 66779, LOT 2 IN DEPOSITED PLAN 127867 AND LOT 1 IN DEPOSITED PLAN 80277 BETWEEN ICHTHYS PTY LIMITED, PSARY PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 3-9 Eve Street, Erskineville (Folio Identifier: 1/127867, 1/66779, 2/127867 and 1/80277).

OSD System means the on-site detention system on the Land.

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

2. COVENANTS

In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the OSD System to the Public Way, the Owner must:

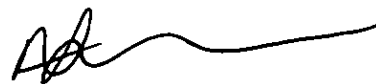


Witness (signature):

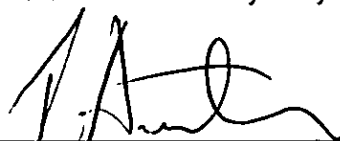
PATTI STEIN

Full Name (printed):

456 KENT STREET, SYDNEY



Anthony Patrick Lenehan
Director – Legal and Governance
The Council of the City of Sydney



Terry George Andriotakis
Sole Director/Secretary
Ichthys Pty Limited



Terry George Andriotakis
Sole Director/Secretary
Psary Pty Limited

- (a) maintain the orifice of the OSD System at a diameter approved by Sydney Water or the City;
- (b) not permit any Unauthorised Discharge from the OSD System to the Public Way;
- (c) regularly inspect, clean and maintain the OSD System;
- (d) if a pump-out system installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure;
- (e) give the City access to the Land from time to time to inspect the notice(s);
- (f) release the City from all claims for Damages as a result of any blockage to the OSD System;
- (g) indemnify the City from all Damages suffered or incurred by the City as a result of any discharge from the OSD System to the Public Way except to the extent that the City's negligent act or omission contributed to the Damages;
- (h) not carry out any alterations to the OSD System without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.



Witness (signature):

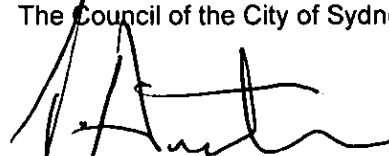
PATTI STEIN

Full Name (printed):

456 KENT STREET, SYDNEY



Anthony Patrick Lenehan
Director – Legal and Governance
The Council of the City of Sydney



Terry George Andriotakis
Sole Director/Secretary
Ichthys Pty Limited



Terry George Andriotakis
Sole Director/Secretary
Psary Pty Limited

Form: 07L
Release: 4.4
Licence: 01-05-028
Licensee: LEAP Legal Software Pty Limited
Firm name: Back Schwartz Vaughan

LEASE

New South Wales
Real Property Act 1900



AM330011B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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 *(formerly being 1/127867)*
Certificate of Title Folio Identifier 1/1203935
PART being the premises shown as "Substation Premises No 76948" on the plan annexed hereto and marked "A" together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "A"

(B) LODGED BY

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any LATERAL ESTATE PTY LTD SUITE 1.06, 55 MILLER STREET PYRMONT NSW 2009 Reference: Benjy Levy	CODE <i>8570 8888</i> L
-------------------------------------	---	--------------------------------------

(C) LESSOR

ICHTHYS PTY LTD ACN 168 051 134 and PSARY PTY LTD ACN 168 050 057

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

(D)

Encumbrances (if applicable):

(E) LESSEE

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

(F)

TENANCY:

- (G)
1. **TERM:** Fifty (50) years
 2. **COMMENCING DATE:** 1 May 2017
 3. **TERMINATING DATE:** 30 April 2067
 4. With an **OPTION TO RENEW** for a period of twenty five (25) years set out in clause 29 of Memorandum AK980904
 5. With an **OPTION TO PURCHASE** set out in clause N/A of N/A
 6. Together with and reserving the **RIGHTS** set out in clause 1&2 of Annexure "A"
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" hereto.
 8. Incorporates the provisions set out in **MEMORANDUM** filed pursuant to section 80A Real Property Act 1900 as No. AK980904
 9. The **RENT** is set out in clause No 5 of Memorandum AK980904

Plan fee raised on C974383

DATE: 12 April 2017

- (H) I certify that I am an eligible witness and that the lessor's attorney signed this dealing in my presence.
[See note** below].

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the lessor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: REFER TO PAGE 5 FOR EXECUTION

Signing on behalf of:
Power of attorney-Book:
-No.:

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence
[See note** below].

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: REFER TO PAGE 5 FOR EXECUTION

Signing on behalf of:
Power of attorney-Book:
-No.:

(I) **STATUTORY DECLARATION ***

I

solemnly and sincerely declare that—

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

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

Made and subscribed at

in the State of New South Wales on

in the presence

of

☐ Justice of the Peace (J.P. Number:)

☐ Practising Solicitor

☐ Other qualified witness [specify]

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

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness: _____

Signature of applicant: _____

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

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

Annexure "A" to LEASE

Parties

ICHTYHYS PTY. LTD. ACN 168 051 134 AND PSARY PTY. LTD. ACN 168 050 057
(Lessors)

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337
385 (Lessee)

Dated:


The Lessee shall have the benefit of the following rights:

1. A RIGHT OF WAY over the land shown as "Right of Carriageway Variable Width" on the plan annexed and marked "A" on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land and Property Information NSW.
2. AN EASEMENT FOR ELECTRICITY WORKS over the land shown as "Easement for Electricity & Other Purposes Variable width" on the plan annexed and marked "A" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land and Property Information NSW.

Signed sealed and delivered for and on)
behalf of Alpha Distribution Ministerial)
Holding Corporation)


.....
Signature of Witness)

.....
Name of Witness in full
St Mary Place
~~126 Phillip Street~~, Sydney, NSW, 2000


.....
Signature of Agent for Rob Whitfield
NSW Treasury Secretary (NSW
Treasurer's delegate under delegation
Dated 24 November 2015) on behalf of
Alpha Distribution Ministerial Holding
Corporation)

ANGELO KASMETAS
.....
Name of Agent in full

SIGNED

.....

.....

12/11/15

"A"

PLAN SHOWING SUBSTATION PREMISES No.76948
 NAME: EVE NASSUA
 WITHIN LOT 1 D.P. 1203935

LOCALITY : ERSKINEVILLE
 L.G.A. : SYDNEY



GODDARD STREET

C
 DP 22910

LOT 1 34.025

6 STOREY
 RESIDENTIAL
 FLAT BUILDING
 No. 3-9

SUBSTATION PREMISES No.76948
 NAME: EVE NASSUA (GROUND LEVEL)
 2.8m x 5.6m - FULLY WALLED

A
 DP 447590

36.01

3.51

D.P. 1203935

(D)

(D)

(B)

(C)

69.135

BRIGHTWELL LANE (PART)

FUTURE LANE

1
 DP 127861

1
 DP 210896

Scott Keith Murray
 Scott Keith Murray
 Registered Surveyor
 30 November 2016

- (B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (DP1203935)
- (C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1203935)
- (D) TEMPORARY RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1203935)

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "A" REFERRED TO IN LEASE

MG. LK
MG. LK

MG

Boxall Surveyors
 CONSULTANTS IN SURVEYING AND LAND DEVELOPMENT
 Suite 8/49-51 Eton Street Sutherland
 Tel: 02 9521 5737 Fax: 02 9545 1092
 admin@boxallsurveyors.com.au

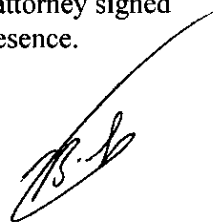
SURVEYED:	JH	DRAWN:	SKM
DATE:	30-11-2016	CHECKED:	SML
FILE No:	10043	DATUM:	
DWG No:	10043-034	ORIENTATION:	MGA
REV. No:	A	SCALE:	1: 250

SUBSTATION PREMISES No. 76948
 NAME: EVE NASSUA
 3-9 EVE STREET
 ERSKINEVILLE NSW 2043

A4
 SHEET

I certify that I am an eligible witness
and that the lessor's attorney signed
this dealing in my presence.

Signature of witness:



Name of witness: Benjamin Levy
Address of witness: Suite 1.06,55 Miller St,
Pyrmont, NSW, 2009

Certified correct for the purposes of the
Real Property Act 1900 by the lessor's
attorney who signed this dealing pursuant
to the power of attorney specified.

Signature of attorney:

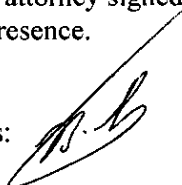


Attorney's name: Nick George Andriotakis

Signing on behalf of: **Ichthys Pty Ltd**
ACN 168 051 134
Power of attorney-Book: 4667
-No.: 993

I certify that I am an eligible witness
and that the lessor's attorney signed
this dealing in my presence.

Signature of witness:



Name of witness: Benjamin Levy
Address of witness: Suite 1.06,55 Miller St,
Pyrmont, NSW, 2009

Certified correct for the purposes of the
Real Property Act 1900 by the lessor's
attorney who signed this dealing pursuant
to the power of attorney specified.

Signature of attorney:



Attorney's name: Nick George Andriotakis

Signing on behalf of: **Psary Pty Ltd**
ACN 168 050 057
Power of attorney-Book: 4667
-No.: 994

Signed sealed and delivered for and on behalf
of Alpha Distribution Ministerial Holding
Corporation



Signature of witness:

ANNETTE MARTINS

Name of witness: *SZ Martin Place*
Address of witness: ~~126 Phillip Street,~~
Sydney NSW 2000

Signature of Agent for Rob Whitefield
NSW Treasury Secretary (NSW Treasurer's
Delegate under delegation dated 25
November 2015) on behalf of Alpha
Distribution Ministerial Holding Corporation
as lessee



Name of Agent in full: *ANGELO WINIETOS*



Westpac Banking Corporation ABN 33 007 457 141

Consent to registration of lease

Westpac Banking Corporation ACN 007 457 141, being the mortgagee under registered Mortgage AK531937 on the land in Folio Identifier 1/1203935 hereby consents to the registration at the Land and Property Information of the Lease form 07L lodged by Ichthys Pty Ltd ACN 168 051 134 and Psary Pty Ltd ACN 168 050 057 (as Lessor) and Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 (as Lessee) in respect of the premises shown as "Substation No. 76948" on "A" together with the right of carriageway and easements for electricity purposes referred to in clauses 1 & 2 of Annexure "A" of the Lease.

Date:

Executed by


I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. (See * below)

Signature of witness:.....

Name of witness: Jessica Rajagopal.

Address of witness: 1 King Street Concord West NSW.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney: 

Attorney's name: Jenine Baird

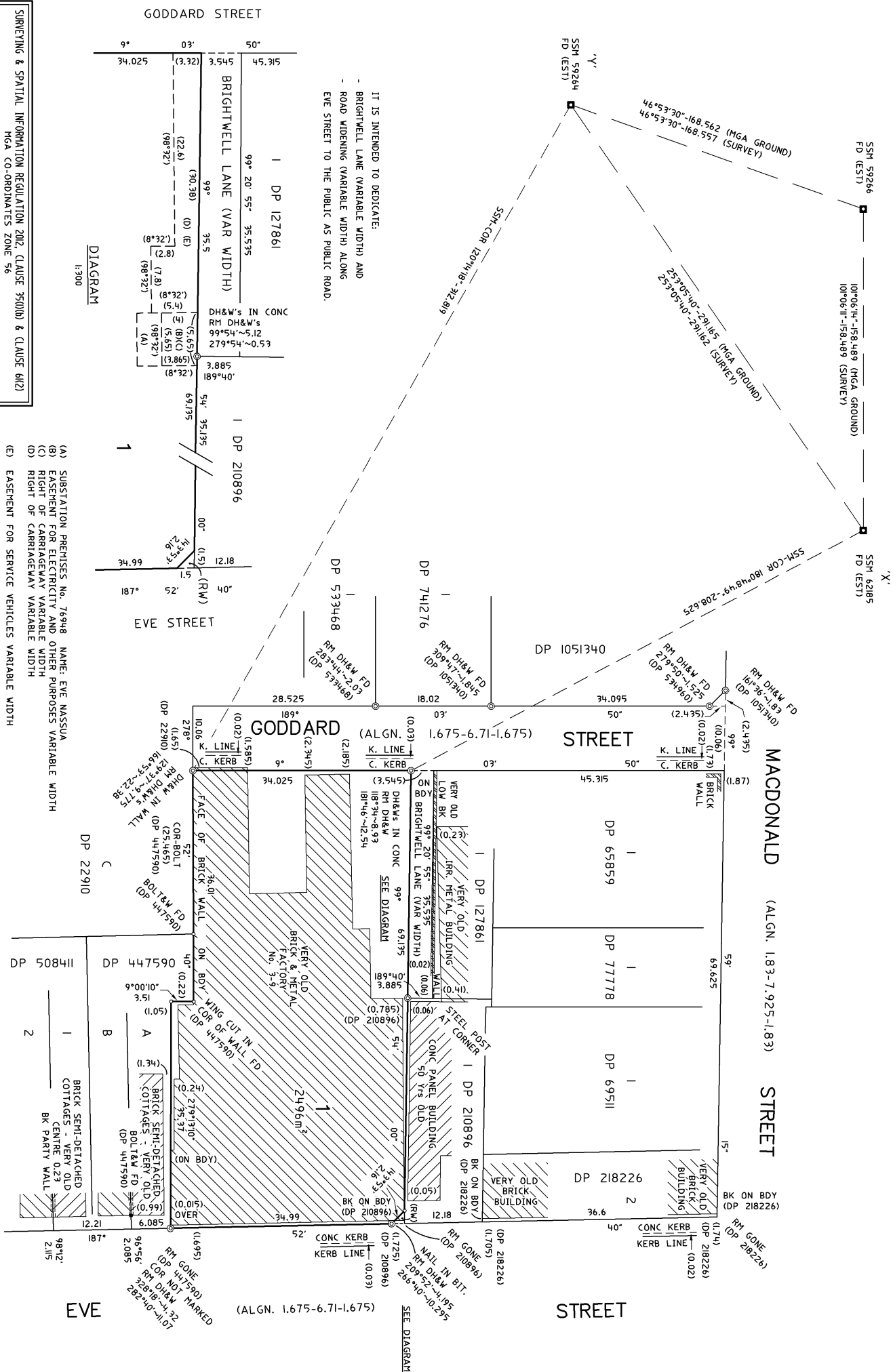
Attorney's position: Support Lead

of Westpac Banking Corporation

Signing on behalf of: Westpac Banking Corporation ACN 007 457 141

Power of attorney - Book: 4299 - No: 332

**s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*



MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 59264A	339920.207	6247079.926	B	2	SCIMS	SCIMS
SSM 59264B	339920.207	6247079.926	B	2	SCIMS	SCIMS
SSM 62185	332982.773	6247064.550	B	2	SCIMS	SCIMS

COMBINED 5% LEVEL AND SCALE FACTOR: 0.999993

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM THE DEPT. OF LANDS N.S.W. ON 5.9.2004.

(A)	SUBSTANTION PREMISES No. 76948	NAME: EYE NASSUA	MIDTH
(B)	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES	VARIABLE	MIDTH
(C)	RIGHT OF CARRIAGEWAY	VARIABLE	MIDTH
(D)	RIGHT OF CARRIAGEWAY	VARIABLE	MIDTH
(E)	EASEMENT FOR SERVICE VEHICLES	VARIABLE	MIDTH
(FM)	DENOTES ROAD WIDENING		

DP 5084

1

2

COTTAGES - VENT OLD
CENTRE 0.23
BK PARTY WALL

PLAN OF SUBDIVISION OF LOT 1 IN
DP 80277, LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867

L.G.A.: SYDNEY
Locality: ERSKINEVILLE
Subdivision No: 2017/117

Registered
19.5.2017

DP1203935




PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  19.5.2017 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP1203935</p>												
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP 80277, LOT 1 IN DP 66779 AND LOTS 1 & 2 IN DP 127867</p>	<p>LGA: SYDNEY</p> <p>Locality: ERSKINEVILLE</p> <p>Parish: PETERSHAM</p> <p>County: CUMBERLAND</p>												
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, Jarrod Ralph Hocking of Boxall Surveyors Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 5-9-2014</p> <p>*(b) The part of the land shown in the plan (*being* excluding ^..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: Dated: 5-9-2014</p> <p>Surveyor ID: 8441</p> <p>Datum Line: 'X' ~ 'Y' </p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>												
<p>Subdivision Certificate</p> <p>I, <u>MICHAEL SOO</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>CITY OF SYDNEY</u></p> <p>Date of endorsement: <u>20TH APRIL 2017</u></p> <p>Subdivision Certificate number: <u>2017/17</u></p> <p>File number: <u>S/2017/1</u></p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <table border="0"><tr><td>DP 22910</td><td>DP 210896</td></tr><tr><td>DP 65859</td><td>DP 218226</td></tr><tr><td>DP 66779</td><td>DP 447590</td></tr><tr><td>DP 80277</td><td>DP 508411</td></tr><tr><td>DP 127861</td><td>DP 1051340</td></tr><tr><td>DP 127867</td><td></td></tr></table> <p>If space is insufficient continue on PLAN FORM 6A</p>	DP 22910	DP 210896	DP 65859	DP 218226	DP 66779	DP 447590	DP 80277	DP 508411	DP 127861	DP 1051340	DP 127867	
DP 22910	DP 210896												
DP 65859	DP 218226												
DP 66779	DP 447590												
DP 80277	DP 508411												
DP 127861	DP 1051340												
DP 127867													
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 10043-004</p>												

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



19.5.2017

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 1 IN
DP 80277, LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867**

DP1203935

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

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

Subdivision Certificate number: 2017/17

Date of Endorsement: 20/04/2017

It is intended to dedicate:

- Brightwell Lane (variable width) and
- Road Widening (variable width) along Eve Street to the public as public road.

Pursuant to Section 88B and Section 88E of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement for electricity and other purposes variable width (B)
2. Right of carriageway variable width (C)
3. Right of carriageway variable width (D)
4. Easement for service vehicles variable width (E)
5. Positive covenant

Lot	Street No.	Street Name	Street Type	Locality
1	3-9	Eve	Street	Erslevineville

**Signed, sealed and delivered for and on behalf of
Alpha Distribution Ministerial Holding Corporation:**

Signature of Witness

Signature of Agent for Rob Whitfield, NSW Treasury
Secretary (NSW Treasurer's delegate under delegation
dated 24 November 2015), on behalf of Alpha
Distribution Ministerial Holding Corporation

Name of Witness in full
(please print)

Name of Agent in full
(please print)

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10043-004

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



19.5.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN
DP 80277, LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867

DP1203935

Subdivision Certificate number: 2017/17

Date of Endorsement: 20/04/2017

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

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

EXECUTED by ICHTHYS PTY LTD ACN 168 051 134

in accordance with section 127(1) of the Corporations Act 2001:

Signature of Sole Director & Secretary

TEANNY GEORGE ANDRIOTAKIS

Name of Sole Director & Secretary

EXECUTED by PSARY PTY LTD ACN 168 050 057

in accordance with section 127(1) of the Corporations Act 2001:

Signature of Sole Director & Secretary

TEANNY GEORGE ANDRIOTAKIS

Name of Sole Director & Secretary

Approval of Mortgagee under mortgage AK531937
Westpac Banking Corporation ACN 007 457 141

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
SIGNED by <u>MARILYN LEVY</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
(Signature)	Tier Three Attorney
By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.	
Signature of witness:	<u>BENJAMIN LEVY</u>
Name of witness:	BENJAMIN LEVY
Address of witness:	Level 3, 275 Kent St Sydney NSW 2000
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	

If space is insufficient use additional annexure sheet

Surveyor's Reference: 10043-004

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE INTENDED TO BE
CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B & 88E OF THE CONVEYANCING ACT 1919**

Page 1 of 6

Plan: **DP1203935**

SUBDIVISION OF LOT 1 IN DP 80277,
LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867
Covered by Council's Certificate
No. 2017/17 Dated: 20/04/2017

Full name and address of proprietors
of the land:

**ICHTHYS PTY LTD ACN 168 051 134 &
PSARY PTY LTD ACN 168 050 057**
Suite 1.06, Level 1, 55 Miller Street
PYRMONT NSW 2009

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for electricity and other purposes variable width (B)	1	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Right of carriageway variable width (C)	1	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Right of carriageway variable width (D)	1	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for service vehicles variable width (E)	1	Council of the City of Sydney
5	Positive covenant	1	Council of the City of Sydney

PART 2 – TERMS

**1 Terms of easement for electricity and other purposes
variable width “B” numbered 1 in the Plan**

1.1 Creation of easement

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, “easement for electricity and other purposes” is taken to have the same meaning as “easement for electricity works” in that memorandum.



Plan: **DP1203935**

SUBDIVISION OF LOT 1 IN DP 80277,
LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867
Covered by Council's Certificate
No. 2017/17 Dated: 20/04/2017

Name of authority empowered to release, vary or modify the easement numbered 1 in the Plan

Alpha Distribution Ministerial Holding Corporation

2 Terms of right of carriageway variable width "C" numbered 2 in the Plan

2.1 Terms

A right of carriageway within the meaning of Schedule 4A part 1 of the Conveyancing Act 1919 together with the right to park vehicles within the right of carriageway.

Name of authority empowered to release, vary or modify the easement numbered 2 in the Plan

Alpha Distribution Ministerial Holding Corporation

3 Terms of right of carriageway variable width "D" numbered 3 in the Plan

3.1 Terms

A right of carriageway within the meaning of Schedule 4A part 1 of the Conveyancing Act 1919 together with the right to park vehicles within the right of carriageway.

The Authority benefited agrees for this easement to be released in its entirety upon dedication of the of Brightwell Lane to its full length and width running between Eve Street and Goddard Street.

4 Terms of easement for service vehicles variable width "E" numbered 4 in the plan

4.1 Grant of easement

Subject to the provisions contained in this easement, the Grantor grants to the Authority Benefited and any Authorised Person with vehicles (under 4.5 metres in height), plant, equipment and personnel for the purpose of servicing any buildings and including the provision of a waste collection service.

4.2 Obligations of the Grantee

The Authority Benefited and Authorised Users must:



Plan: **DP1203935**

SUBDIVISION OF LOT 1 IN DP 80277,
LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867
Covered by Council's Certificate
No. 2017/17 Dated: 20/04/2017

- (a) cause as little inconvenience as practicable to the Grantor or Occupiers of a Lot Burdened;
- (b) not soil or damage the Easement Site;
- (c) not deposit litter on the Easement Site;
- (d) cause as little damage as practicable to the Lot Burdened or any improvements on it.

Name of authority empowered to release, vary or modify the easement numbered 4 in the Plan

The Council of the City of Sydney

5 Terms of Positive Covenant numbered 5 in the Plan

5.1 Grant

The Registered Proprietor covenants with the Council to undertake the Landscape Works within 6 months of Council notifying the Registered Proprietor the Barua Dedication Date has been achieved.

5.2 Notification of works completion

When the Registered Proprietor forms the reasonable opinion that the Landscape Works have been completed, the Registered Proprietor must send a notice to the Council advising that the works are complete. The notice must be accompanied by a certificate given by the person who directly supervised the works that the works are complete. Unless the Council disputes the notice and the certificate, the Registered Proprietor's obligations under this covenant are discharged. The Council must then sign any dealing required by the Registered Proprietor to remove this notification from the register.

5.3 Council power to undertake works

Pursuant to Section 88(F) of the *Conveyancing Act 1919* Council has the following powers:

- (a) if the Registered Proprietor fails to achieve practical completion of the Landscape Works within 6 months of the Barua Dedication Date then the Council may elect to complete the Landscape Works; and
- (b) the Council may recover all costs of, and reasonably incidental to, undertaking the Landscape Works from the Registered Proprietor.



Plan: **DP1203935**

SUBDIVISION OF LOT 1 IN DP 80277,
LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867
Covered by Council's Certificate
No. 2017/17 Dated: 20/04/2017

5.4 Definitions

Barua Dedication Date means the later of the date that:

- (a) the Barua Road Works are completed; and
- (b) the plan dedicating the Barua Land is registered.

Barua Road Works means the works to construct the road on the Barua Land.

Barua Land means that part of lot 1 in DP 127861 and that part of lot 1 in DP 210896 to be dedicated to the public as road as required by the Council.

Council means City of Sydney Council.

Landscape Works means the landscaping and related works (including the removal of the bitumen private driveway and the removal of the temporary vehicle crossover and make good of affected areas on Goddard Street) on that part of the common property shown burdened in the plan, to be completed generally in accordance with the plans and specifications forming part of development consent D/2014/2037 (as amended) and related construction certificates.

Name of authority empowered to release, vary or modify the positive covenant numbered 5 in the Plan

The Council of the City of Sydney




Plan: **DP1203935**

SUBDIVISION OF LOT 1 IN DP 80277,
LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867
Covered by Council's Certificate
No. 2017/17 Dated: 20/04/2017

6 Signatures

EXECUTED on behalf of the Council of the City of Sydney
by its Authorised delegate pursuant to s.377 Local Government Act 1993


.....
(Signature of Authorised delegate)

.....**MICHAEL SOO**.....
(Name of Authorised delegate)

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


.....
(Signature of Witness)

.....**MICHAEL PARKINSON**.....
(Name of Witness)


456 Kent Street Sydney NSW 2000
(Address of Witness)

Signed, sealed and delivered for and on behalf of
Alpha Distribution Ministerial Holding Corporation:


.....
Signature of Witness

.....**ANNETTE MARTINS**.....
Name of Witness in full
(please print)

52 Martin Place Sydney NSW 200
Address of Witness

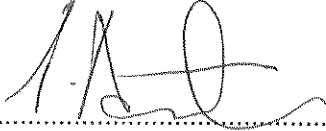

.....
Signature of Agent for Rob Whitfield, NSW
Treasury Secretary (NSW Treasurer's delegate
under delegation dated 24 November 2015), on
behalf of Alpha Distribution Ministerial Holding
Corporation

.....**ANGELO WHITFIELD**.....
Name of Agent in full
(please print)

Plan: **DP1203935**

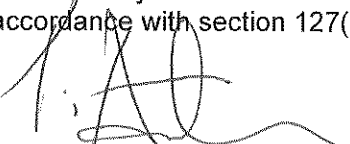
SUBDIVISION OF LOT 1 IN DP 80277,
LOT 1 IN DP 66779 AND
LOTS 1 & 2 IN DP 127867
Covered by Council's Certificate
No. 2017/17 Dated: 20/04/2017

EXECUTED by **ICHTHYS PTY LTD ACN 168 051 134**
in accordance with section 127(1) of the Corporations Act 2001:


.....
Signature of Sole Director & Secretary

Tenny George Andriastakis
.....
Name of Sole Director & Secretary

EXECUTED by **PSARY PTY LTD ACN 168 050 057**
in accordance with section 127(1) of the Corporations Act 2001:


.....
Signature of Sole Director & Secretary

Tenny George Andriastakis
.....
Name of Sole Director & Secretary

Approval of Mortgagee under mortgage AK531937
Westpac Banking Corporation ACN 007 457 141

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by *MARK BAWLEY* as
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

.....
(Signature) Tier Three Attorney

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

I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence.

Signature of witness: *B. Levy*

Name of witness: *BENJAMIN LEVY*

Address of witness: Level 3, 275 Kent St
Sydney NSW 2000

S117RP Act requires that you must have known
the signatory for more than 12 months or have
sighted indentifying documentation.

REGISTERED



19.5.2017



BLACKETT
MAGUIRE+
GOLDSMITH

OCCUPATION CERTIFICATE

Pursuant to Part 4A of the Environmental Planning & Assessment Act 1979

CERTIFICATE NO.:

OC-17083

TYPE:

☐ Interim

☒ Final

DETERMINATION:

Approved

DATE OF DETERMINATION:

25 May 2017

SUBJECT LAND:

Lot & DP

Lot 1

DP 80277

Lot 1

DP66779

Lot 1 & 2

DP 127867

Address

3-9 Eve Street
ERSKINEVILLE NSW 2043

LOCAL GOVERNMENT AREA:

City of Sydney Council

APPLICANT:

Name

Company

Address

C/- Benjy Levy

Lateral Estate Pty Ltd

Suite 1.06, Level 1, 55 Miller Street

PYRMONT NSW 2009

Phone: 02 8570 8888 Email: benjy@lateralestate.com

Phone / Fax / Email

OWNER:

Name

Address

Ichthys Pty Ltd & Psary Pt Htd

Suite 1.06, Level 1, 55 Miller Street

PYRMONT NSW 2009

Phone: 02 8570 8888

Phone / Fax / Email

DESCRIPTION OF DEVELOPMENT:

Construction of a 5 to 6 storey residential flat building comprising 71 apartments, 55 car parking spaces, and landscaping.

Note: This Occupation Certificate excludes any external ancillary services, structures or civil works required by relevant authorities.

WHOLE / PART:

Description of part (where applicable):

Whole

BCA CLASSIFICATION:

Class 2 & 7a

DEVELOPMENT CONSENT:

Development Application No. & Date of Determination

D/2014/2037 dated 13 November 2015 as amended by

D/2014/2037/A dated 11 May 2016

D/2014/2037/B dated 8 February 2017

CONSTRUCTION CERTIFICATE:

Construction Certificate No. & Date of Determination

CC-15294 dated 11.12.2015, CC-16068 dated 14.04.2016, CC-16093 dated 17.05.2016 & CC-16129 dated 30.06.2016, CC-16129/A dated 05.04.2017 & CC-16129/B dated 27.04.2017.

STATUTORY CERTIFICATION:

Blackett Maguire + Goldsmith certify that:

- + The health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued; and
- + A current development consent or complying development certificate is in force for the building; and
- + If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building; and
- + The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia; and
- + A fire safety certificate has been issued for the building; and
- + A report from the Fire Commissioner has been considered (if required).

Address

Suite 2.01,
22-36 Mountain St
Ultimo NSW 2007

Postal

PO Box 167
Broadway NSW 2007
ABN 18 408 985 851

Contact

Ph: 02 9211 7777

Fax: 02 9211 7774

Email: admin@bmplusg.com.au



DOCUMENTATION RELIED UPON:

As listed in Schedule 1

DETAILS OF CERTIFYING AUTHORITY:

Certifying Authority
Accreditation No.

Blackett Maguire + Goldsmith Pty Ltd
ABC 4

SIGNATURE:

Date:

25/05/2017

SIGNED ON BEHALF OF BM+G:

Dean Goldsmith

Accreditation No. BPB 0141



SCHEDULE 1

SCHEDULE OF DOCUMENTATION

ITEM	DOCUMENTATION	PREPARED BY	DATE
1.	OC Application Form	Lateral Estate Pty Ltd	19 April 2017
2.	Fire Safety Certificate	Lateral Estate Pty Ltd	8 May 2017
3.	Installation Certificate – Fire hose reels	Worldmark Plumbing Pty Ltd	17 March 2017
4.	Certification – Electrical fire seals	Martin Trading Pty Ltd	4 May 2017
5.	Installation Certificate – Emergency lighting	Martin Trading Pty Ltd	5 April 2017
6.	Installation Certificate – Exit signs	Martin Trading Pty Ltd	5 April 2017
7.	Compliance Certificate – Fire doors	Complete Fire Doors	8 May 2017
8.	Installation Certificate – Fire extinguisher	A Plus Fire Pty Ltd	4 May 2017
9.	Certification – Fire hydrant work	Worldmark Plumbing Pty Ltd	17 March 2017
10.	Installation Certificate – Fire seals and lightweight construction	A Plus Services Group	1 April 2017
11.	Installation Certificate – Waste systems	Elephants Foot Recycling Solutions	24 April 2017
12.	Installation Certificate (Lift 1 & 2)	Brilliant Lifts Australia Pty Ltd	6 April 2017
13.	Installation Certificate – Party walls, corridor walls and service risers	Render Design (Aust.) Pty Ltd	8 March 2017
14.	Certificate of Compliance – Mechanical ventilation	Sydney City Mechanical Services Pty Ltd	17 March 2017
15.	Installation Certificate – Occupant warning system	Martin Trading Pty Ltd	5 April 2017
16.	Certification – OWS tested in alarm mode at the front door of each apartment	Martin Trading Pty Ltd	5 May 2017
17.	Certification – + Warning & operational signs + Fire hose reels + Fire doors	Integrated Signage Pty Ltd	5 May 2017
18.	Certification – Fire seals	Worldmark Plumbing Pty Ltd	17 March 2017
19.	Acoustic Certification	Acoustic Logic	24 March 2017
20.	Architectural SEPP 65 Design Statement	Smith & Tzannes	3 May 2017
21.	Certification – Artificial lighting system	Martin Trading Pty Ltd	5 May 2017
22.	Builders Certification	Waterside Constructions (Aust) Pty Ltd	10 May 2017
23.	Certification – Carpet/Flooring	Waterside Constructions (Aust) Pty Ltd	1 May 2017
24.	Compliance Certificate – Windows and doors	RJS Aluminium Group Pty Ltd	1 March 2017
25.	Certification – Electrical works	Martin Trading Pty Ltd	5 April 2017
26.	Certification – Carpark lighting and illuminated power density	Martin Trading Pty Ltd	5 April 2017
27.	Certification – Motion sensors installed to the garbage rooms, fire stairs and time switches	Martin Trading Pty Ltd	5 April 2017
28.	Submission of electronic model lodgement	Lateral Estate	5 May 2017
29.	Certification – Glazing panels	Alpha Civil and Structural Pty Ltd	6 April 2017
30.	Operation and Maintenance Manual for Waste Chute	Elephants Foot Recycling Solutions	Undated
31.	Installation Certificate – Glass splashback for kitchen	Victoria Colour Glass Pty Ltd	20 March 2017
32.	Certificate of Compliance – Toughened glass	Flat Glass Pty Ltd	7 April 2017



33.	Fire Hydrant and Hose reel flow test	Worldmark Plumbing Pty Ltd	28 March 2017
34.	Landscape Completion Certificate	NBRS & Partners Pty Ltd	3 May 2017
35.	Certification - Installation of smoke alarms	Martin Trading Pty Ltd	5 April 2017
36.	Certificate of Design Compliance - OSD tank and street drainage connection	Wood & Grieve Engineers	3 May 2017
37.	Certification - Installation of hot water system	Worldmark Plumbing Pty Ltd	17 March 2017
38.	Installation Certificate - Shoring wall & piling	Cutter Soil Mix Aust Pty Ltd	17 February 2016
39.	Installation Certificate - Foundation piles	Cutter Soil Mix Aust Pty Ltd	1 April 2016
40.	Certification - Glazing of shower screens/bath panels	Sydney Shower Screens	15 March 2017
41.	Certification - Sliding fire door located in basement carpark	Express Fire Services	3 May 2017
42.	Certification - Smoke alarms installed at the top of the fire stairs	Martin Trading Pty Ltd	9 May 2017
43.	Design and Inspection Certificate - Structural works	Northrop Consulting Engineers	1 March 2017
44.	Survey plans	Jarrold Hocking	7 November 2016
45.	Positive Covenant Registration notice	City of Sydney	15 June 2016
46.	Section 73 Compliance Certificate	Sydney Water Corporation	19 December 2016
47.	Fire Assessment Report - Fire resistance of snap fire systems	Branz	9 December 2013
48.	Passive Fire Protection Systems - Penetration seals	Promat	February 2016
49.	Subdivision plan	Jarrold Hocking	5 September 2014
50.	Deposited Plan Administration Sheet	City of Sydney	20 April 2017
51.	Section 88B Strata Plan	City of Sydney	13 February 2017
52.	Section 88B Strata Subdivision	City of Sydney	20 April 2017
53.	Strata Plan	Jarrold Hocking	Undated
54.	Letter approving the Traffic Operations Management Plan	City of Sydney	3 May 2017
55.	Public Domain Works Approval	City of Sydney	15 September 2016
56.	Council approval of the waste and recycling facilities	City of Sydney	1 May 2017
57.	Email correspondence regarding the amended street numbering	City of Sydney	1 November 2016
58.	Council approval of the Temporary Access Traffic Management Plan	City of Sydney	18 October 2016
59.	Council approval of the Materials and Sample Board, External lighting & Site Audit Statement	City of Sydney	6 May 2016
60.	Installation Certificate - Wet areas waterproofing	A Plus Services	1 April 2017
61.	Installation Certificate - External areas waterproofing	A Plus Services	1 April 2017
62.	Evidence of submission to Council of the electronic model	Lateral Estate	5 May 2017
63.	Fire Services Certification - + Residential Internal wall construction + Protection of Openings + Smoke seals + Fire isolated exit discharge + Fire hydrant booster cabinet	Waterside Constructions	5 May 2017



	+ Fire hydrant system + Security screen doors			
64.	Dilapidation Report – Public Domain (in proximity to 3-9 Eve Street, Erskineville)		Northrop Consulting Engineers	28 April 2017
65.	Dilapidation Report – Internal areas within 11 Eve Street, Erskineville		Northrop Consulting Engineers	27 April 2017
66.	Slip Resistance Test Report (Windsor sandstone) – Report No. 070214a		Slipstop Australia Pty Ltd	7 February 2014
67.	Slip Resistance Test Report (Stone Profile Matt) – Report No. R9306b		Safe Environments Pty Ltd	1 September 2015
68.	Slip Resistance Test Report (Woodplace) – Report No. R10474z		Safe Environments Pty Ltd	11 March 2016
69.	Fire Engineering Construction Review		Holmes Fire	10 May 2017
70.	Correspondence regarding DA Conditions 17(m), 40, 45, 76(b), 84(b), 85(c), 96, 116, 91 and 99.		City of Sydney Council	23.05.2017
71.	Final Fire Safety Report		FRNSW	10.05.2017
72.	Email Correspondence Regarding Condition 51		Lateral Estate / Model Tech 3D	25.05.2017



SCHEDULE 2

FIRE SAFETY SCHEDULE

Issued under Clause 168 of the Environmental Planning & Assessment Regulation 2000

OWNER:	Ichthys Pty Ltd & Psary Pty Ltd
ADDRESS:	3-9 Eve Street, Erskineville
DEVELOPMENT APPLICATION No.:	D/2014/2037 (as amended)
CONSTRUCTION CERTIFICATE No.:	CC-15294, CC-16068, CC-16093, CC-16129, CC-16129/A & CC-16129/B
OCCUPATION CERTIFICATE No.:	OC-17083

SCHEDULE

Essential Fire and Other Safety Measures	Standard of Performance	New
Access Panels, Doors & Hoppers	BCA Clause C3.13 & AS 1530.4 - 2005	✓
Automatic Fire Detection & Alarm System	BCA Spec. E2.2a & AS 1670.1 - 2004 & Fire Safety Engineering Report prepared by Holmes Fire Report No. 114526 Revision G dated 13.04.2017	✓
Emergency Lighting	BCA Clause E4.4 & AS 2293.1 - 2005	✓
Exit Signs	BCA Clauses E4.5, E4.6 & E4.8 and AS 2293.1 - 2005	✓
Fire Dampers	BCA Clause C3.15, AS 1668.1 - 1998 & AS 1682.1 & 2 - 1990	✓
Fire Doors	BCA Clause C2.12, C2.13, C3.5, C3.8, C3.11 and AS 1905.1 - 2005	✓
Fire Hose Reels	BCA Clause E1.4 & AS 2441 - 2005	✓
Fire Hydrant Systems	Clause E1.3 & AS 2419.1 - 2005 & Fire Safety Engineering Report prepared by Holmes Fire Report No. 114526 Revision G dated 13.04.2017	✓
Fire Seals	BCA Clause C3.15 & AS 1530.4 - 2005 & AS 4072.1 - 2005	✓
Lightweight Construction	BCA Clause C1.8 & AS 1530.3 - 1999	✓
Mechanical Air Handling Systems	BCA Clause E2.2, AS/NZS 1668.1 - 1998 & AS 1668.2 - 1991	✓
Paths of Travel	EP & A Regulation Clause 186 & Fire Safety Engineering Report prepared by Holmes Fire Report No. 114526 Revision G dated 13.04.2017	✓
Portable Fire Extinguishers	BCA Clause E1.6 & AS 2444 - 2001	✓
Smoke and/or Heat Alarm Systems	BCA Spec. E2.2a & AS 3786 - 1993	✓
Smoke Seals (to SOU fire doors)	AS 1530.4 - 2005 & Fire Safety Engineering Report prepared by Holmes Fire Report No. 114526 Revision G dated 13.04.2017	



Essential Fire and Other Safety Measures	Standard of Performance	New
Warning & Operational signs	Section 183 of the EP & A Regulations 2000, AS 1905.1 - 2005, BCA Clause C3.6, D2.23, E3.3	✓
Fire engineered Alternative Solutions relating to: <ul style="list-style-type: none">+ Unprotected openings in external walls within 3m of a boundary.+ Extended exit travel distances of 7.5m in lieu of 6m.+ Location / protection of hydrant booster assembly+ Discharge of fire isolated exit+ Construction of non-loadbearing internal walls.	Fire Safety Engineering Report prepared by Holmes Fire Report No. 114526 Revision G dated 13.04.2017 & BCA Performance Requirements CP2, CP8, DP4, DP5, EP1.3 & EP2.2	✓



SCHEDULE 3

INSPECTION SCHEDULE

Inspection Type	Inspection by	Date	Satisfactory
▪ After excavation for, and before the placement of, any footings	Dean Goldsmith (BPB0141)	12.04.2016	Yes
▪ Prior to covering any stormwater drainage connections.	Dean Goldsmith (BPB0141)	04.11.2016	Yes
▪ Prior to covering of waterproofing in any wet areas.	Dean Goldsmith (BPB0141)	07.02.2017	Yes
▪ Preliminary Final Inspection and onsite testing of all active fire safety systems. Prior to completion of building works	Dean Goldsmith (BPB0141)	02.05.2017	Yes
▪ After the building work has been completed and prior to any occupation certificate being issued in relation to the building.	Dean Goldsmith (BPB0141)	08.05.2017	Yes
▪ Progress Inspections	Dean Goldsmith (BPB0141)	15.09.2016	Yes
▪ Progress Inspections	Dean Goldsmith (BPB0141)	21.10.2016	Yes
▪ Progress Inspections	Dean Goldsmith (BPB0141)	01.02.2017	Yes
▪ Progress Inspections	Dean Goldsmith (BPB0141)	07.02.2016	Yes
▪ Progress Inspections	Dean Goldsmith (BPB0141)	27.03.2017	Yes
▪ Progress Inspections	Dean Goldsmith (BPB0141)	11.04.2017	Yes

DIAGRAM OF SANITARY DRAINAGE

Municipality of *City of Sydney*

SEWER AVAILABLE

Diagram No. *120483*

SYMBOLS AND ABBREVIATIONS

- Boundary Trap
- P.C.
- G.I. Grease Interceptor
- Gully
- P. Trap
- R.S. Reflux Sink

- R.V. Reflux Valve
- C.E. Cleaning Eye
- V.P. Vertical Pipe
- V.P. Vent. Pipe
- S.V.P. Soil Vent. Pipe
- D.C. Down Cast Cowl

- LP. Induct Pipe
- M.F. Mica Flap
- T. Tube
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste

Existing drainage shown by black lines. Scale: 40 Feet to an Inch. New drainage shown by full blue lines.

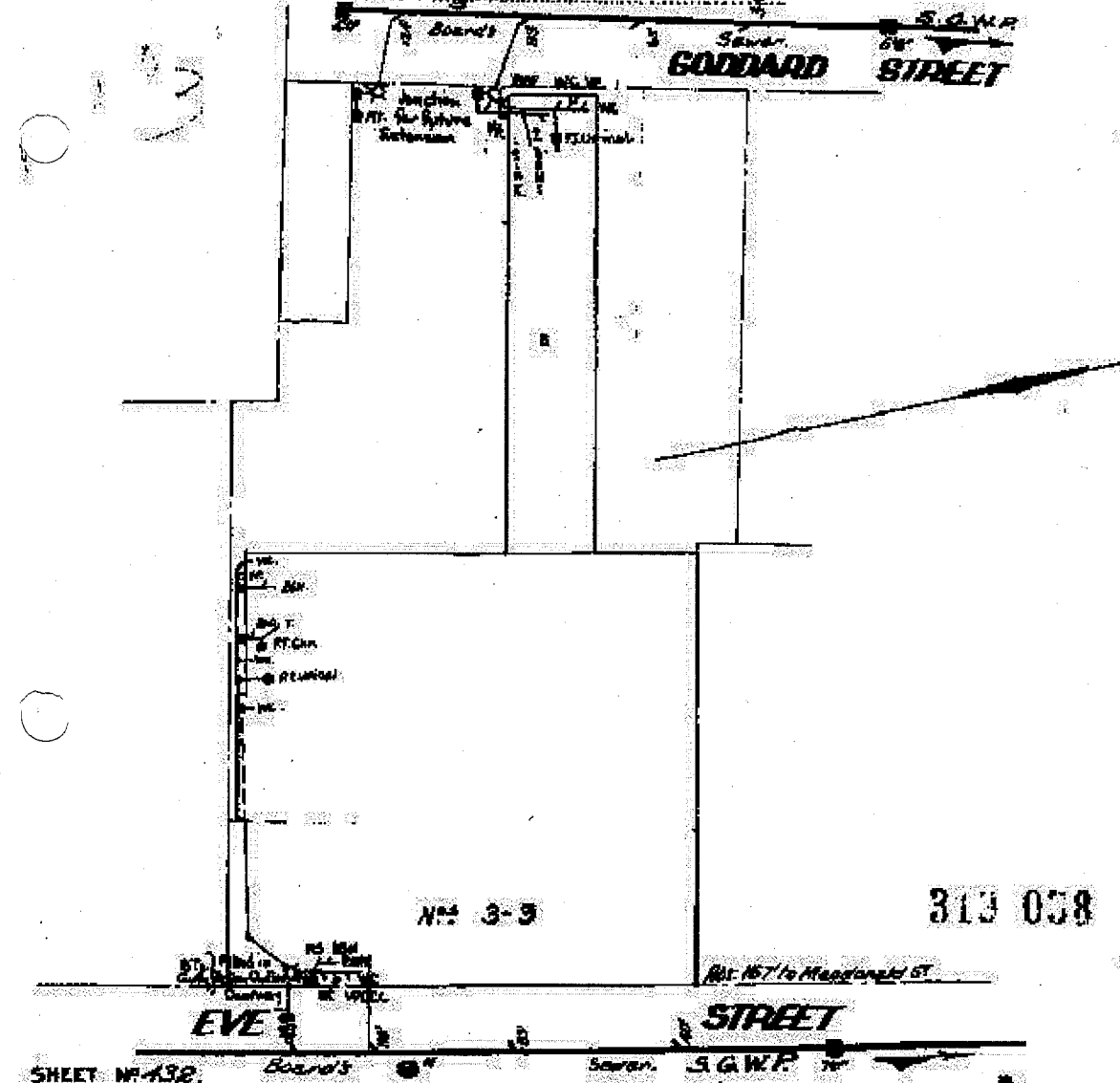
This diagram is the property of the Proprietor and is to be returned to him on completion of the work.

Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws and Regulations.
(4" dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector.)

This work will be tested from ...



SHEET No. 432.

CHECK FOR ...

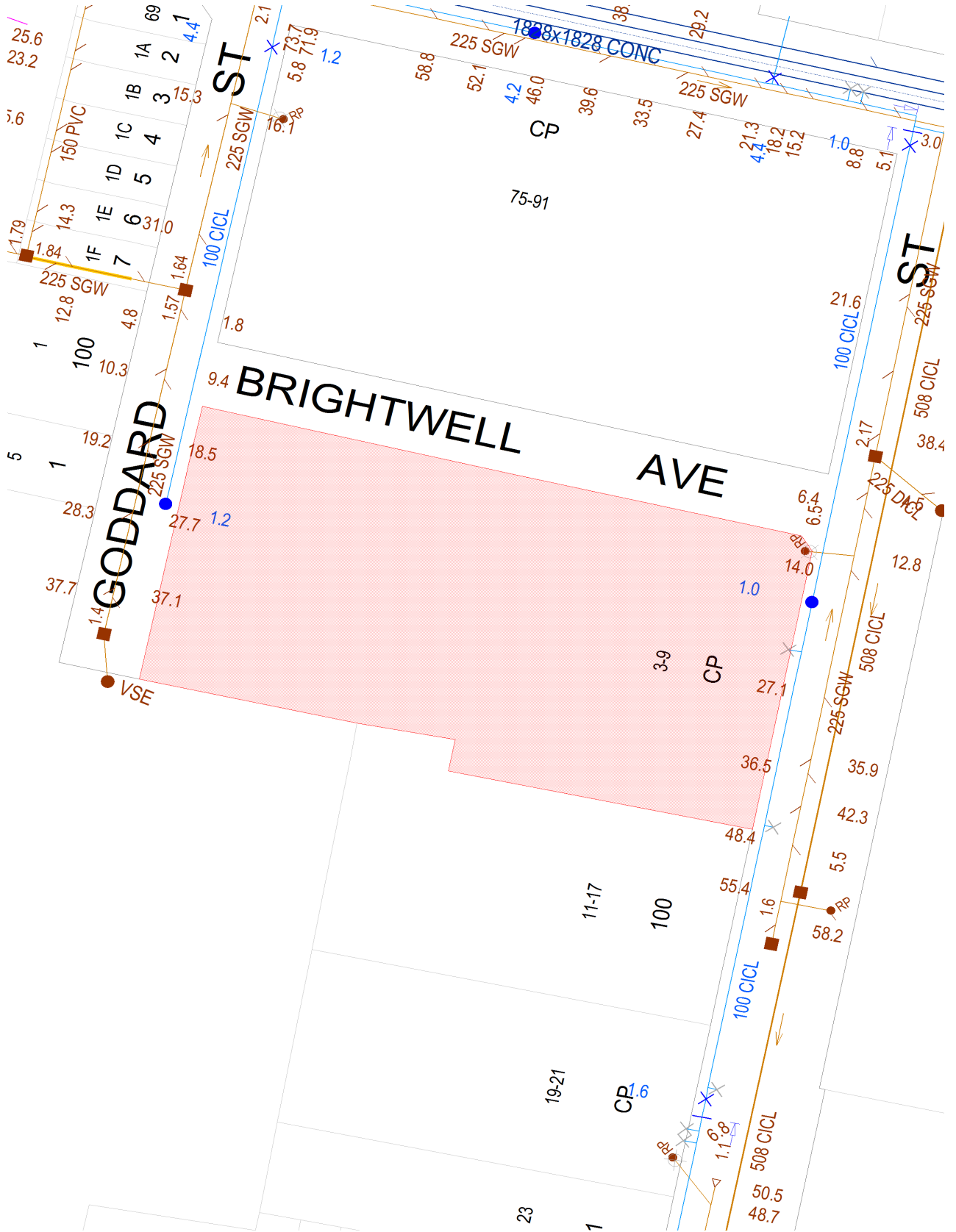
For Engineer-in-Chief

OFFICE USE ONLY				E.S.G. 7		
WC.	Designed by	Date	Inspector	First Visit	Passed	Date
B.W.	Inspector	/ /	This helio must be returned as soon as possible or NOT LATER THAN	/ /	/ /	/ /
Shr.						
Bsn.	Chief Inspector	/ /	Checked with Design and Diagram	/ /	/ /	/ /
K.S.						
T.	Chief Inspector	/ /	Checked with Design and Diagram	/ /	/ /	/ /
Pig						

This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and location of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Service Location Print

Application Number: 8001099026



Document generated at 01-10-2021 03:50:58 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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**.

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



Mr A Ma
27/14 Royston St
DARLINGHURST NSW 2010

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	Mr A Ma
Your reference:	
Address of property:	3 Eve Street , ERSKINEVILLE NSW 2043
Owner:	THE OWNERS - STRATA PLAN NO 95273
Description of land:	Lot 1 DP 1203935, Lots 1-71 SP 95273
Certificate No.:	2021337504
Certificate Date:	29/09/21
Receipt No:	0182655
Fee:	\$53.00
Paid:	29/09/21

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
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, 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 B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

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)

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

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

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

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. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

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 No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

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 (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

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

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and 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.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

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.	NO
▪ 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> .	NO
▪ 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.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ 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	NO
▪ 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.	NO
▪ 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.	NO
▪ 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.	NO
▪ 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.	NO
▪ 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.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ 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)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ 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.	NO
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO

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.

(4B) 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 the commencement of section 553B of the Local Government Act 1993.

(5) 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, 1961.

(6) 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.

(6) 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.

(7) 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.

(7A) 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	YES
Property is outside the flood planning area	NO
Property is within a buffer zone	NO

- (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.	YES
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	NO

- (3) In this clause—

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

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

probable maximum flood has the same meaning as in the Floodplain

Development Manual.

(8) Land reserved for acquisition

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.

(9) 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 2013 – in operation 9 th July 2013	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

Note: 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 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) 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.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) 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.

(b) 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.

(3) In this clause:

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

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

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.

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

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

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*

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