

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 93661051	NSW DAN:
vendor's agent	Infinity Property Agents 38/114 McEvoy St Alexandra 2015 E: kimiko@infinityproperty.com.au		Phone: 02 9698 4367 Fax: Ref: Kimiko Inagaki
co-agent			
vendor	SILKYEAR PTY LIMITED		
vendor's solicitor	Shirley Chan & Co 301/ 208 Forest Rd Hurstville NSW 2220		Phone: 9586 2266 Fax: Ref: 22006 Silkyear Pty Ltd
date for completion	42 days after the contract date	(clause 15)	Email: sc@shirleychan.com.au
land	204/3 HERBERT ST ST LEONARDS NSW 2065		
(Address, plan details and title reference)	LOT 19 IN STRATA PLAN 67702 19/SP67702		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input 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	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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22006 Silkyear Pty Ltd

93661051

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" 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

McCormacks Strata Management
Suite 501, L 5, Castlereagh St Sydney 2000

Tel: 13000 991 825

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 204/3 HERBERT ST ST LEONARDS NSW 2065 from SILKYEAR PTY LIMITED to in order that there is no cooling off period in relation to that contract;
3. I do not act for SILKYEAR PTY LIMITED and am not employed in the legal practice of a solicitor acting for SILKYEAR PTY LIMITED nor am I a member or employee of a firm of which a solicitor acting for SILKYEAR PTY LIMITED is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

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.

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- 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;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *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*.

SPECIAL CONDITIONS

1. The property together with the improvements thereon is sold in its present state of repair and condition and the purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the vendor except as may be expressed in this Contract or deemed to be included in this contract by virtue of the provisions of S.52A (2)(b) of the Conveyancing Act 1919.
2. The purchaser warrants that he was not introduced to the vendor or to the property by any real estate agent other than the agent, if any, named on page one and his conjunction agent and the purchaser indemnifies the vendor against any commission which might be found to be payable resulting from an introduction which constitutes a breach of such warranty.
3. Any notice to complete validly given by one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from receipt of notice shall be allowed for completion.
4. Without in any manner negating limiting 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 herein IT IS HEREBY AGREED AND DECLARED that should either party prior to completion-
 - (a) die or become mentally ill or
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a Petition for its winding up presented or enter into any scheme of arrangement with its creditors under Part 5 of the Corporations Law or should any liquidator, receiver or Official Manager be appointed

Then the other party may rescind this contract by notice in writing.

5. The purchasers warrant he has obtained all the necessary approvals including Foreign Investment Review board approval (if applicable) to purchase the Property prior to completion.

In the event of there being a breach of this warranty, whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

6. If completion does not occur because of default of the purchasers, not caused by the vendor, by the date specified in this Agreement for completion, then without affecting the vendor's other remedies under this contract consequent upon the purchaser's default, the purchasers agree to pay upon completion an amount equal to six per cent (6%) per annum on the balance of purchase moneys outstanding during the period from the date for completion nominated in this Contract to the actual date of completion. This sum is deemed to represent liquidated damages in that it is a genuine pre-estimate of the loss that will be caused to the vendor from the delay in settlement from the date of completion as set out in the Contract to the actual date of completion.

7. The standard conditions of the 2018 Edition of the Contract for Sale of Land are amended in the following manner:
 - (a) Clause 7.1.1. is amended by deletion of reference to 5% and replacement in its stead of the words "\$500.00";
 - (b) Clause 8 is amended by deleting in Clause 8.1 the words "on reasonable ground";
 - (c) Clause 16.5 is amended by deletion of "plus another 20% of that fee";
 - (d) Clause 16.8 is amended by deletion of "settlement cheques" and replacement in its stead of "Bank cheques".
 - (e) Delete clause 23.14 and reply by "The Vendor authorise the Purchaser at his cost to apply for the certificate under section 184."
8. Notwithstanding Clauses 2 and 3 in this Contract the Purchaser acknowledges that the Depositholder named herein is at liberty to release to the Vendor the full deposit moneys on entering into a Contract for Sale of Land to purchase property. The Depositholder is authorised to release the deposit or part thereof to the Vendor upon written advice from the Vendor's Solicitor as to details of any proposed purchase by the Vendor. The Purchaser warrants that it will, if requested by the Vendor or the Vendor's Solicitor, provide written confirmation to the Depositholder to release the deposit to the Vendor.
9. If completion does not occur by the completion date which is not the fault of the Vendor and the Vendor's Licensed Conveyancer serves the Purchaser a Notice to Complete, the Purchaser agrees to pay to the Vendor's Licensed Conveyancer legal cost of \$330.00 at settlement.
10. If a Building Certificate is annexed hereto the Purchaser acknowledges having inspected the Building Certificate and the Purchaser shall not be entitled to make or take any objection requisition or claim for compensation in relation to such Building Certificate.
11. If a Survey Report is annexed hereto the Purchaser acknowledges having inspected the Survey and the Purchaser shall not be entitled to make or take any objection requisition or claim for compensation in relation to such Survey.
12. Nothing in this Contract shall have the effect of requiring either party to complete this Contract between 24th day of December in the year in which this Contract was made and the 11th day of January in the following year.
13. The purchaser's representative must provide the Order on Agent in formal writing to the vendor's conveyancer on the morning of completion which will be held in escrow pending completion.
14. Sufficient particulars of the title for the preparation of the transfer are contained in this Contract. The Purchaser agrees that notwithstanding the provisions of Clause 4 of the Contract, they shall not request the Vendor to provide any further statement of title.
15. The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser indemnifies the vendor against any liability to pay GST from a breach of this warranty. This obligation survives completion of the contract.

Where the vendor is liable to pay GST or a tax on supply or a similar tax under this contract, the purchaser must pay to the vendor on completion or as nominated by the vendor all the GST payable by the vendor in addition to the price being an amount that will be part of the balance of the purchase price. This clause will not merge on completion.

16. The purchaser takes title to the property subject to the existing water, sewerage, gas, electricity, telephone and other services and installations, and no objection, requisition or claim for compensation can be made by the purchaser on the grounds that no rights or easements exist in respect of all or any such services or installations, or that no such right or easement can be obtained, or for any defects in such services or installation.

17. The purchaser warrants to the vendor that:

- (a) The purchaser does not require finance to complete this Contract, or
- (b) The purchaser has made satisfactory arrangements for finance to assist the purchaser with the completion of this Contract.
- (c) The purchaser acknowledges that the purchaser cannot rescind or terminate this Contract by virtue of any non-availability of credit as at the Completion date or at any other time.

18. In the event the Purchaser is a company, it must on entering into this Contract procure from not less than one (1) Director of the company a guarantee of the performance of the Purchaser under this Contract.

Director's Guarantee

Between: _____ as Vendor

And: _____ as Purchasers

For the Property:

Guarantor

Guarantor's Address

1. In consideration of the vendor entering into this Contract at the request of the guarantor, the guarantor unconditionally and irrevocably guarantees to the vendor:

- (a) The payment of all monies payable by the purchaser under this Contract; and
- (b) The performance of any other obligations of the purchaser under this Contract.

2. The Guarantor:

- (a) Indemnifies the vendor against any claim of any nature incurred by the vendor in connection with any breach by the purchaser of any obligations of the purchaser under this Contract; and
- (b) Must pay on demand any money due to the vendor under this indemnity.
- (c) The guarantor is jointly and severally liable with the purchaser to the vendor for the performance by the purchaser of the obligations of the purchaser under this Contract.

Signed by

.....

Signature of Guarantor

.....

Signature of Witness

.....

Name of Guarantor

.....

Name of Witness



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 19/SP67702

SEARCH DATE	TIME	EDITION NO	DATE
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21/1/2022	1:18 PM	3	14/8/2018

LAND

LOT 19 IN STRATA PLAN 67702
AT ST LEONARDS
LOCAL GOVERNMENT AREA WILLOUGHBY

FIRST SCHEDULE

SILKYEAR PTY LIMITED (T 8927847)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67702

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22006 Silkyear Pty Ltd

PRINTED ON 21/1/2022

* 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.



FOLIO: CP/SP67702

SEARCH DATE	TIME	EDITION NO	DATE
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21/1/2022	1:17 PM	19	20/10/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67702
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ST LEONARDS
LOCAL GOVERNMENT AREA WILLOUGHBY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP67702

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67702
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS CORPORATION SP 67702
C/- MCCORMACKS STRATA MANAGEMENT
SUITE 5.01, LEVEL 5, 151 CASTLEREAGH ST
SYDNEY NSW 2000

SECOND SCHEDULE (50 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP67702
AQ804467 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 2 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP67702
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN THE TITLE DIAGRAM
- 4 RESERVATION & CONDITIONS IN THE CROWN GRANT AFFECTING THE PART
SHOWN SO BURDENED IN DP1034099
- 5 LAND EXCLUDES MINERALS SEE W212051 AFFECTING THE PART SHOWN SO
BURDENED IN DP1034099
- 6 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) AFFECTING
THE PART SHOWN SO BURDENED IN DP1034099
- 7 DP269140 RESTRICTION(S) ON THE USE OF LAND
- 8 DP269140 EASEMENT TO USE LIFT VARIABLE WIDTH (G) APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 9 DP269140 EASEMENT TO USE LIFT VARIABLE WIDTH (U) APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 10 DP269140 EASEMENT FOR ACCESS 3.3 WIDE AND VARIABLE WIDTH (V)
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (50 NOTIFICATIONS) (CONTINUED)

- 11 DP269140 POSITIVE COVENANT (V) AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 12 DP269140 EASEMENT FOR ACCESS VARIABLE WIDTH (X) APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 13 DP269140 EASEMENT FOR ACCESS 3.3 WIDE AND VARIABLE WIDTH (AA)
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 14 DP1006213 EASEMENT FOR ACCESS 3.2 WIDE (D2) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 15 DP1006213 EASEMENT FOR ACCESS VARIABLE WIDTH (D3) APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 16 6680915 EASEMENT FOR NOISE AND VIBRATION AFFECTING THE LAND
ABOVE DESCRIBED
- 17 6680917 POSITIVE COVENANT
- 18 DP1018607 EASEMENT FOR WATER PIPES VARIABLE WIDTH (BH)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1018607 EASEMENT FOR ROCK BOLTS (BJ) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 20 DP1018607 POSITIVE COVENANT (BJ) REFERRED TO AND NUMBERED 16 IN
THE S.88B INSTRUMENT
- 21 DP1018607 EASEMENT FOR PASSIVE RECREATION (BQ) APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 22 DP1017606 RIGHT OF FOOTWAY (A1) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 23 DP1017606 EASEMENT FOR PARKING (RS1) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 24 DP1017606 EASEMENT TO USE LIFT (L1) APPURTENANT TO THE PART(S)
SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 25 8107156 RIGHT OF VEHICULAR ACCESS 5 WIDE AND VARIABLE
APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE
TITLE DIAGRAM AFFECTING THE LAND SHOWN SO BURDENED IN
DP1005532
- 26 DP1034099 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 27 DP1034099 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 28 DP1034099 EASEMENT FOR SHELTER AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 29 DP1034099 EASEMENT FOR SHELTER APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 30 DP1034099 EASEMENT FOR SUPPORT AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 31 DP1034099 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 32 DP1034099 RIGHT OF ACCESS TO PLANT ROOMS AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (50 NOTIFICATIONS) (CONTINUED)

- 33 DP1034099 RIGHT OF ACCESS TO PLANT ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 34 DP1034099 EASEMENT FOR SUPPORT (CH) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 35 DP1034099 EASEMENT FOR SHELTER (CH) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 36 DP1034099 POSITIVE COVENANT (CH)
- 37 DP1034099 RIGHT OF ACCESS LIMITED IN STRATUM (CA) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 38 DP1034099 EASEMENT FOR LOADING DOCK (CD) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 39 DP1034099 RIGHT TO USE FIRE STAIRS & EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 40 DP1034099 RIGHT TO USE FIRE STAIRS & EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 41 DP1034099 RIGHT OF FOOTWAY LIMITED IN STRATUM (CL) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 42 8183582 POSITIVE COVENANT
- 43 8592990 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE SHOWN AS "EASEMENT FOR SERVICES (M)" IN DP269140
- 44 DP1037162 EASEMENT FOR SUPPORT (A) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 45 DP1037162 POSITIVE COVENANT (B)
- 46 DP1037162 EASEMENT TO USE LIFT (C) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 47 DP1037162 POSITIVE COVENANT TO MAINTAIN LIFT (E)
- 48 DP1037162 RIGHT OF FOOTWAY (F) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 49 AM995086 INITIAL PERIOD EXPIRED
- 50 AR529413 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 67702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 246	2	- 274	3	- 290	4	- 240
5	- 387	6	- 289	7	- 289	8	- 299
9	- 235	10	- 314	11	- 382	12	- 239
13	- 239	14	- 225	15	- 205	16	- 242
17	- 277	18	- 286	19	- 237	20	- 381
21	- 282	22	- 282	23	- 292	24	- 227
25	- 307	26	- 386	27	- 242	28	- 242
29	- 228	30	- 207	31	- 245	32	- 280
33	- 290	34	- 240	35	- 383	36	- 285
37	- 285	38	- 295	39	- 230	40	- 310

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP67702

PAGE 4

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

STRATA PLAN 67702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 389	42	- 245	43	- 245	44	- 230
45	- 210	46	- 247	47	- 283	48	- 292
49	- 242	50	- 388	51	- 287	52	- 287
53	- 298	54	- 231	55	- 313	56	- 394
57	- 247	58	- 247	59	- 232	60	- 211
61	- 250	62	- 286	63	- 296	64	- 245
65	- 390	66	- 290	67	- 290	68	- 301
69	- 235	70	- 316	71	- 397	72	- 250
73	- 250	74	- 235	75	- 214	76	- 252
77	- 289	78	- 298	79	- 247	80	- 395
81	- 293	82	- 293	83	- 303	84	- 237
85	- 319	86	- 402	87	- 252	88	- 252
89	- 236	90	- 216	91	- 255	92	- 292
93	- 302	94	- 250	95	- 397	96	- 296
97	- 296	98	- 307	99	- 240	100	- 322
101	- 405	102	- 255	103	- 255	104	- 240
105	- 218	106	- 256	107	- 295	108	- 305
109	- 252	110	- 401	111	- 298	112	- 298
113	- 310	114	- 242	115	- 325	116	- 410
117	- 257	118	- 257	119	- 241	120	- 220
121	- 260	122	- 298	123	- 308	124	- 255
125	- 404	126	- 301	127	- 301	128	- 313
129	- 245	130	- 326	131	- 414	132	- 260
133	- 260	134	- 245	135	- 222	136	- 261
137	- 301	138	- 311	139	- 257	140	- 408
141	- 304	142	- 304	143	- 316	144	- 247
145	- 330	146	- 417	147	- 262	148	- 262
149	- 247	150	- 224	151	- 265	152	- 303
153	- 314	154	- 260	155	- 412	156	- 306
157	- 306	158	- 318	159	- 250	160	- 333
161	- 421	162	- 265	163	- 265	164	- 250
165	- 225	166	- 267	167	- 307	168	- 317
169	- 262	170	- 415	171	- 309	172	- 309
173	- 322	174	- 252	175	- 336	176	- 424
177	- 267	178	- 267	179	- 252	180	- 228
181	- 270	182	- 309	183	- 320	184	- 265
185	- 419	186	- 279	187	- 312	188	- 324
189	- 255	190	- 339	191	- 429	192	- 270
193	- 270	194	- 254	195	- 230	196	- 272
197	- 313	198	- 323	199	- 267	200	- 421
201	- 282	202	- 315	203	- 327	204	- 257
205	- 342	206	- 432	207	- 272	208	- 272
209	- 257	210	- 231	211	- 866	212	- 569
213	- 452	214	- 292	215	- 292	216	- 277

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP67702

PAGE 5

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

STRATA PLAN 67702

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
217	- 282	218	- 693	219	- 742	220	- 578
221	- 463	222	- 297	223	- 297	224	- 282
225	- 267	226	- 480	227	- 776	228	- 584
229	- 470	230	- 302	231	- 302	232	- 287
233	- 272	234	- 490	235	- 786	236	- 589
237	- 475	238	- 305	239	- 305	240	- 290
241	- 274	242	- 495	243	- 796	244	- 594
245	- 480	246	- 308	247	- 308	248	- 292
249	- 278	250	- 500	251	- 806	252	- 599
253	- 485	254	- 311	255	- 311	256	- 295
257	- 281	258	- 505	259	- 816	260	- 604
261	- 490	262	- 314	263	- 314	264	- 298
265	- 284	266	- 509	267	- 826	268	- 608
269	- 495	270	- 317	271	- 317	272	- 301
273	- 287	274	- 514	275	- 836	276	- 613
277	- 500	278	- 320	279	- 320	280	- 304
281	- 290	282	- 519	283	- 1521	284	- 1120
285	- 917	286	- 593	287	- 593	288	- 565
289	- 540	290	- 952	291	- 47		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22006 Silkyear Pty Ltd

PRINTED ON 21/1/2022

* 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.

SP67702

SCHEDULE OF UNIT ENTITLEMENTS

LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.
1	246	39	230	77	289	115	325	153	314	191	429	229	470	267	826		
2	274	40	310	78	298	116	410	154	260	192	270	230	302	268	608		
3	290	41	389	79	247	117	257	155	412	193	270	231	302	269	495		
4	240	42	245	80	395	118	257	156	306	194	254	232	287	270	317		
5	387	43	245	81	293	119	241	157	306	195	230	233	272	271	317		
6	289	44	230	82	293	120	220	158	318	196	272	234	490	272	301		
7	289	45	210	83	303	121	260	159	250	197	313	235	786	273	287		
8	299	46	247	84	237	122	298	160	333	198	323	236	589	274	514		
9	235	47	283	85	319	123	308	161	421	199	267	237	475	275	836		
10	314	48	292	86	402	124	255	162	265	200	421	238	305	276	613		
11	382	49	242	87	252	125	404	163	265	201	282	239	305	277	500		
12	239	50	388	88	252	126	301	164	250	202	315	240	290	278	320		
13	239	51	287	89	236	127	301	165	225	203	327	241	274	279	320		
14	225	52	287	90	216	128	313	166	267	204	257	242	495	280	304		
15	205	53	298	91	255	129	245	167	307	205	342	243	796	281	290		
16	242	54	231	92	292	130	326	168	317	206	432	244	594	282	519		
17	277	55	313	93	302	131	414	169	262	207	272	245	480	283	1521		
18	286	56	394	94	250	132	260	170	415	208	272	246	308	284	1120		
19	237	57	247	95	397	133	260	171	309	209	257	247	308	285	917		
20	381	58	247	96	296	134	245	172	309	210	231	248	292	286	593		
21	282	59	232	97	307	135	222	173	322	211	866	249	278	287	593		
22	282	60	211	98	307	136	261	174	252	212	569	250	500	288	565		
23	292	61	250	99	240	137	301	175	336	213	452	251	806	289	540		
24	227	62	286	100	322	138	311	176	424	214	292	252	599	290	952		
25	307	63	296	101	405	139	257	177	267	215	292	253	485	291	47		
26	386	64	245	102	255	140	408	178	267	216	277	254	311				
27	242	65	390	103	255	141	304	179	252	217	282	255	311				
28	242	66	290	104	240	142	304	180	228	218	693	256	295				
29	228	67	290	105	218	143	316	181	270	219	742	257	281				
30	207	68	301	106	256	144	247	182	309	220	578	258	505				
31	245	69	235	107	295	145	330	183	320	221	463	259	816				
32	280	70	316	108	305	146	417	184	265	222	297	260	604				
33	290	71	397	109	252	147	262	185	419	223	297	261	490				
34	240	72	250	110	401	148	262	186	279	224	282	262	314				
35	383	73	250	111	298	149	247	187	312	225	267	263	314				
36	285	74	235	112	298	150	224	188	324	226	480	264	298				
37	285	75	214	113	310	151	265	189	255	227	776	265	284				
38	295	76	252	114	242	152	303	190	339	228	584	266	509				

Aggregate 100,000

Reduction Ratio 1 :

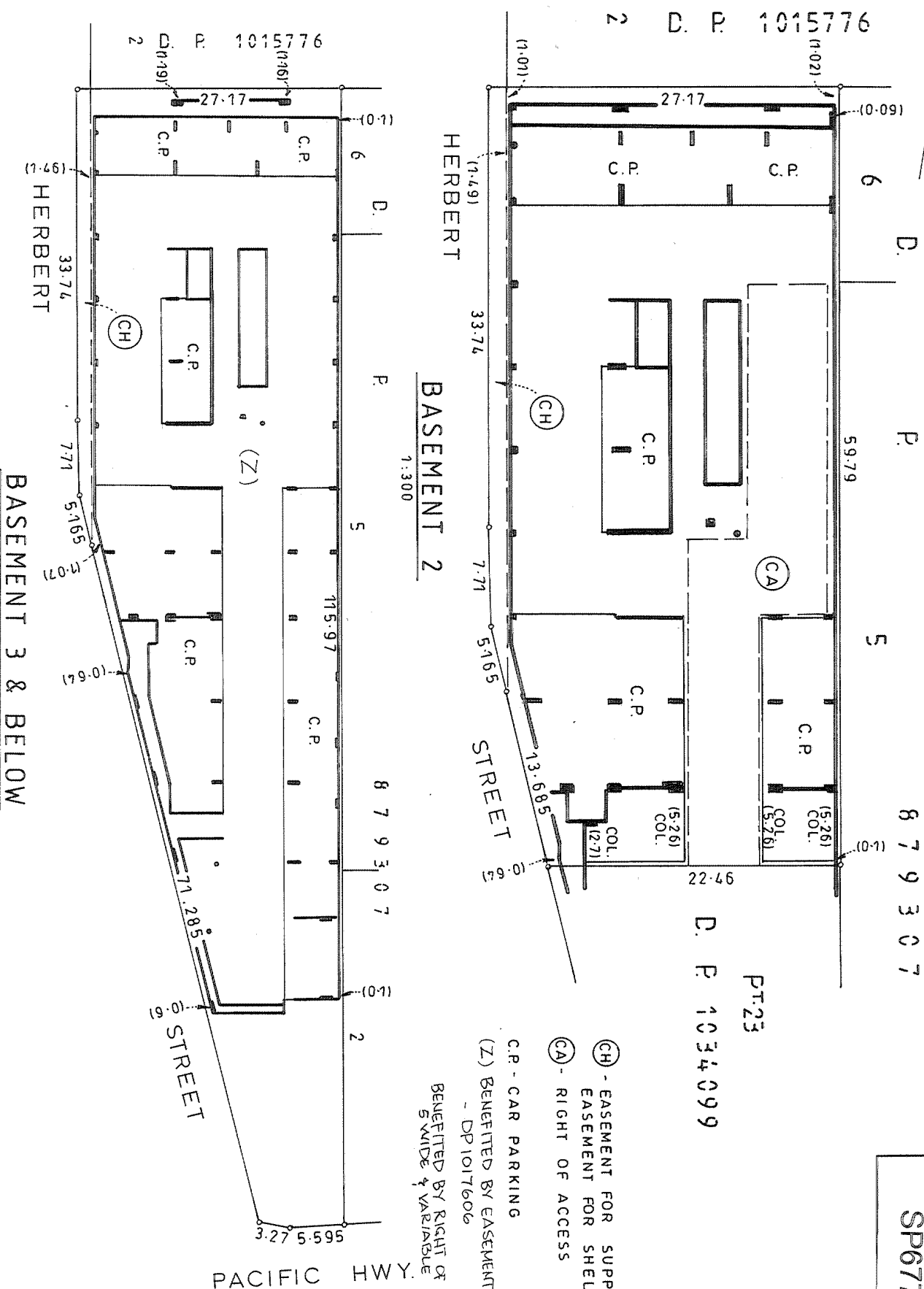
Lengths are in metres

M. S. Adam
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

LOCATION PLAN

SP67702



Reduction Ratio 1 : AS SHOWN

Lengths are in metres

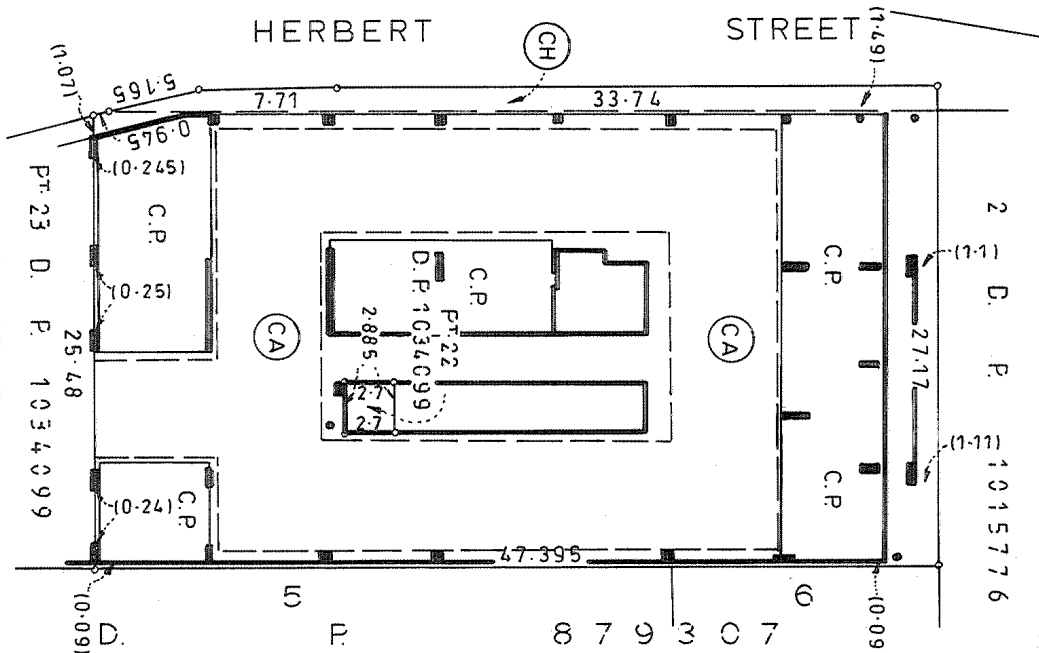
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

LOCATION PLAN

SP67702

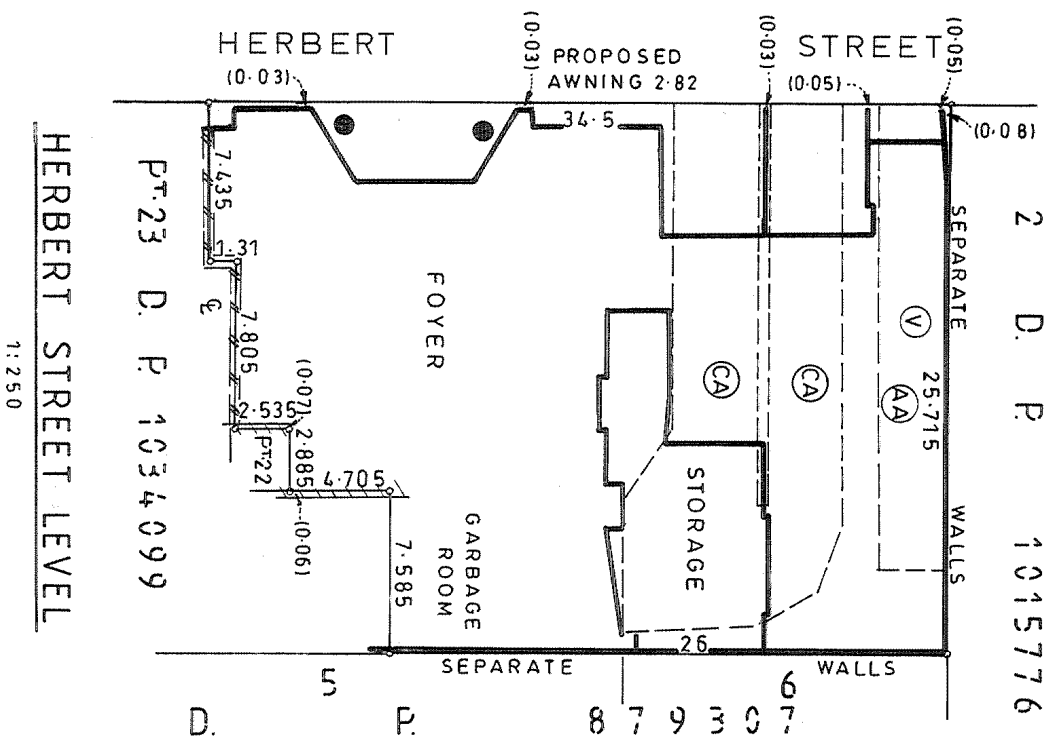


BASEMENT 1

1:300

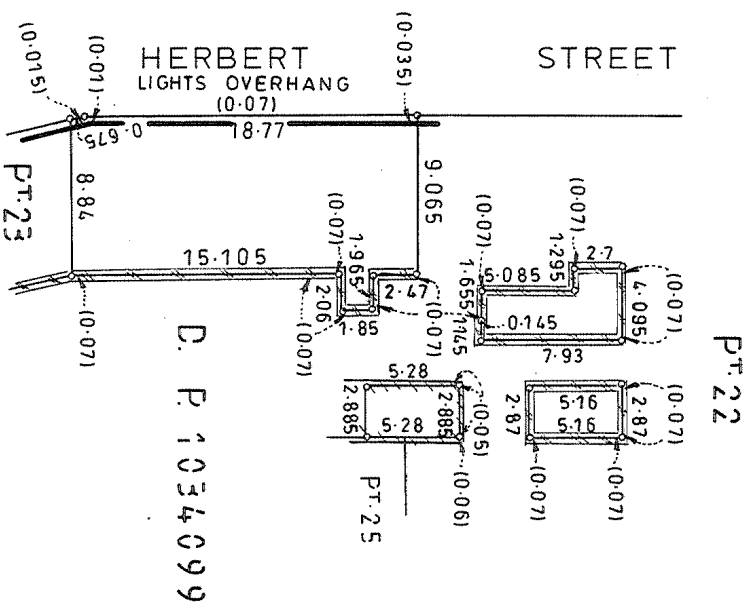
- (CA) - RIGHT OF ACCESS
- (CH) - EASEMENT FOR SUPPORT
- (AA) & (V) - EASEMENT FOR ACCESS 3.3 WIDE & VARIABLE (D.P. 2691400)
- POSITIVE COVENANT - DP 2691400

C.P. - CAR PARKING



HERBERT STREET LEVEL

1:250



PLAZA LEVEL

1:300

Reduction Ratio 1: AS SHOWN

Lengths are in metres

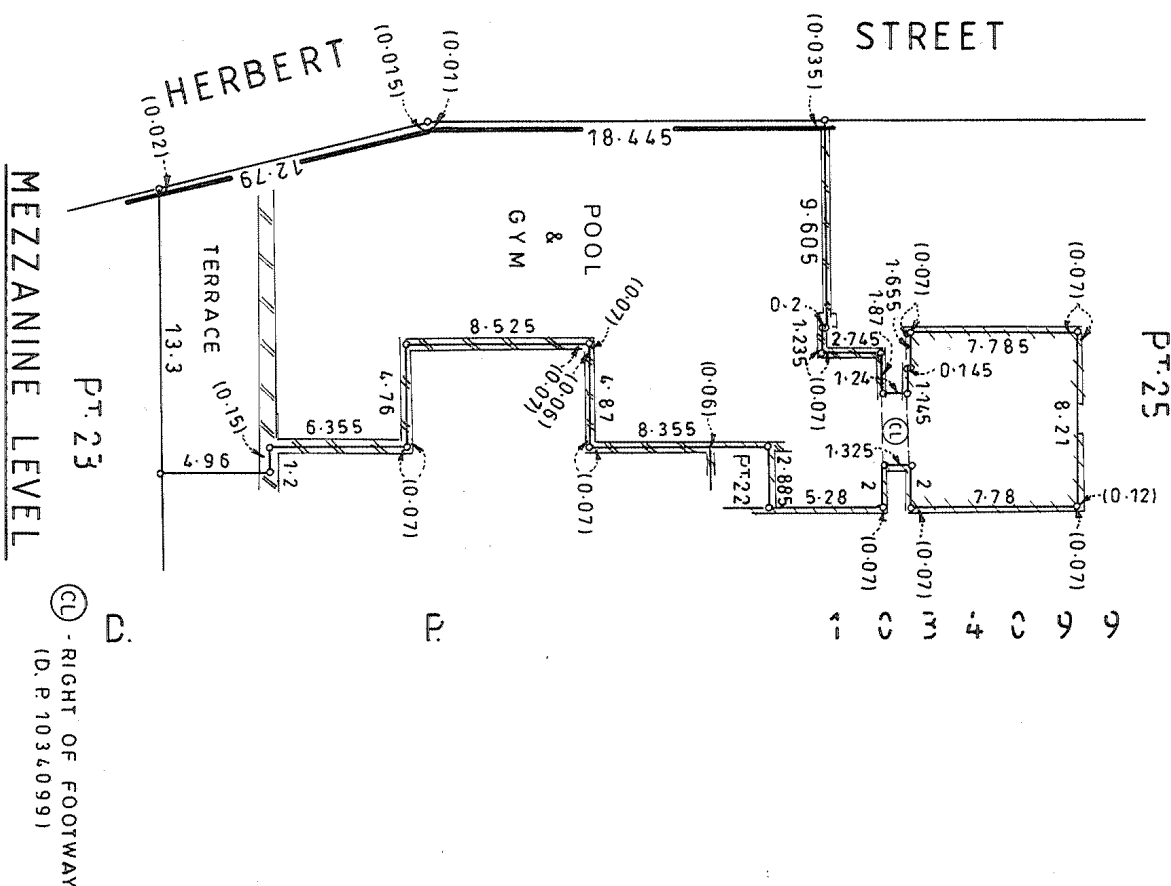
Registered Surveyor

M. S. Fisher

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

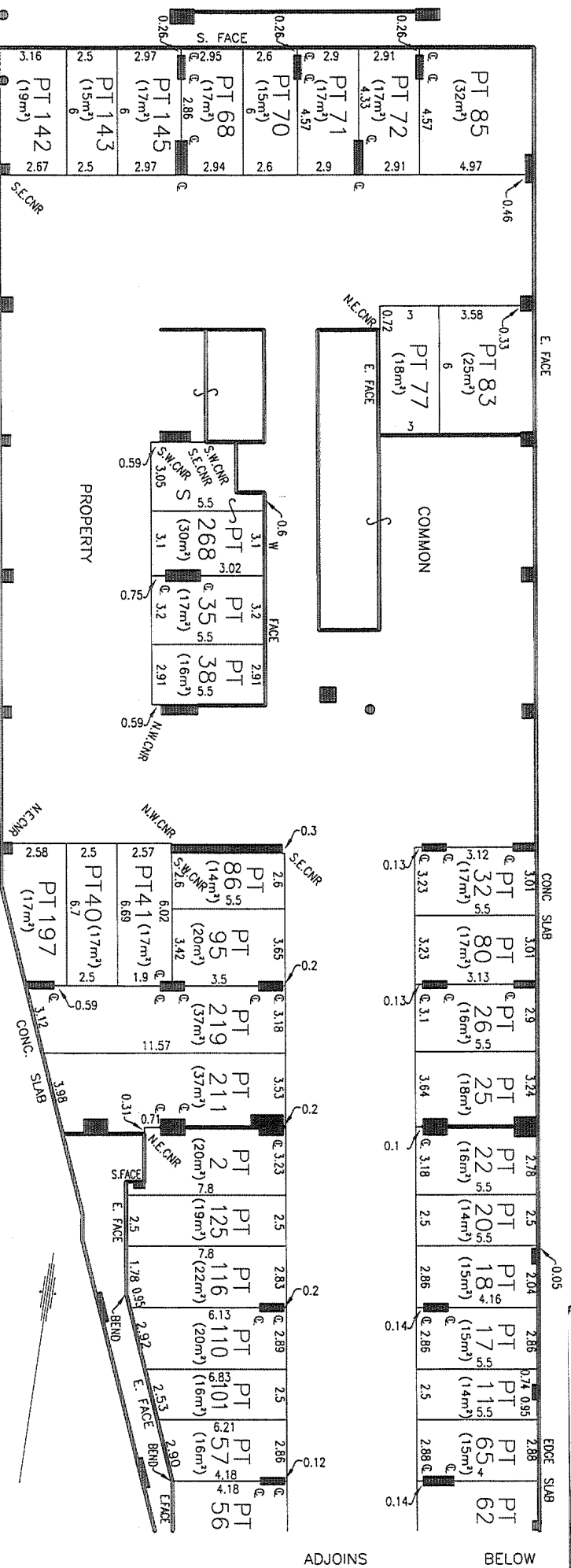
SP67702



Lengths are in metres

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 951009 WEST SP 02



CARPARK LEVEL 5

S - DENOTES STORAGE

\mathcal{Q} - DENOTES CENTRE OF FACE OF COLUMN OR WALL

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Johnson

General Manager/Authorised Person/Accredited Certifier

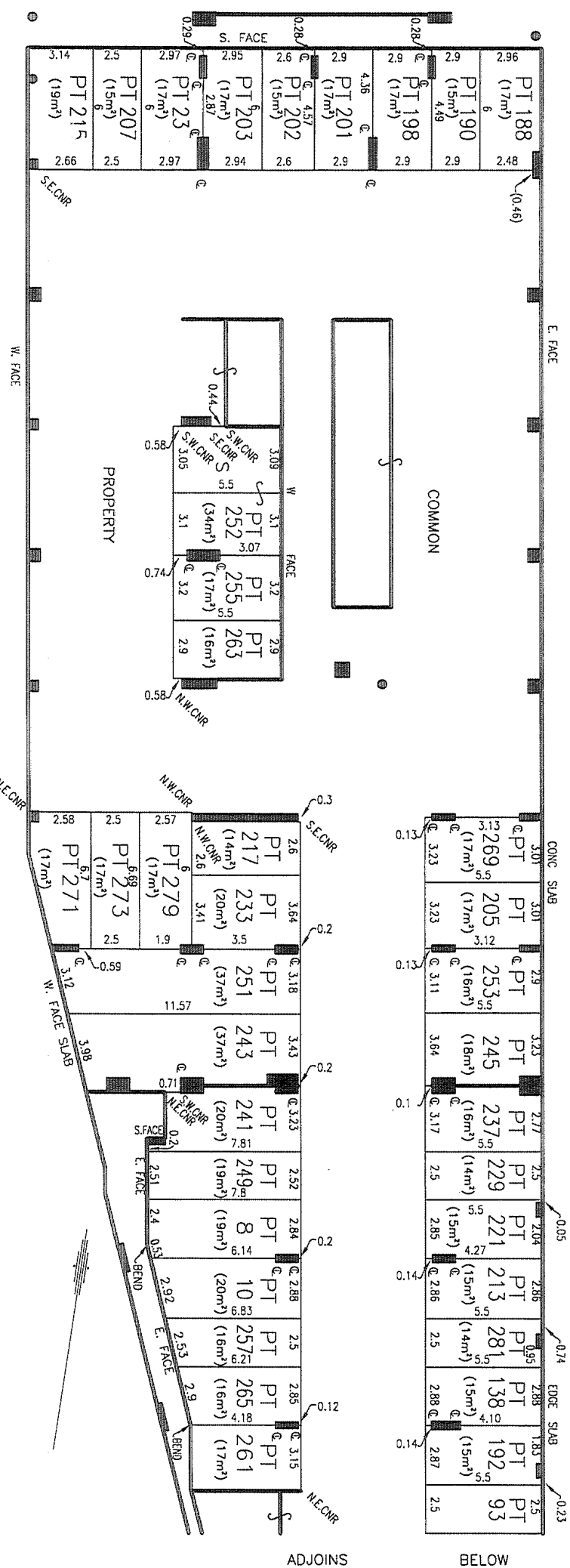


\mathcal{Q} - DENOTES CENTRE OF FACE OF COLUMN OR WALL

Lengths are in metres

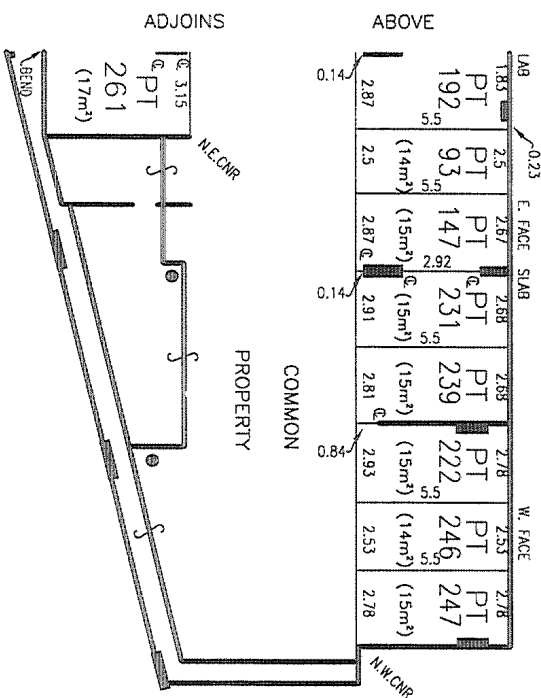
General Manager/Authorised Person/Accredited Certifier

SP67702



CARPARK LEVEL 3

S - DENOTES STORAGE
 @ - DENOTES CENTRE OF FACE OF COLUMN OR WALL



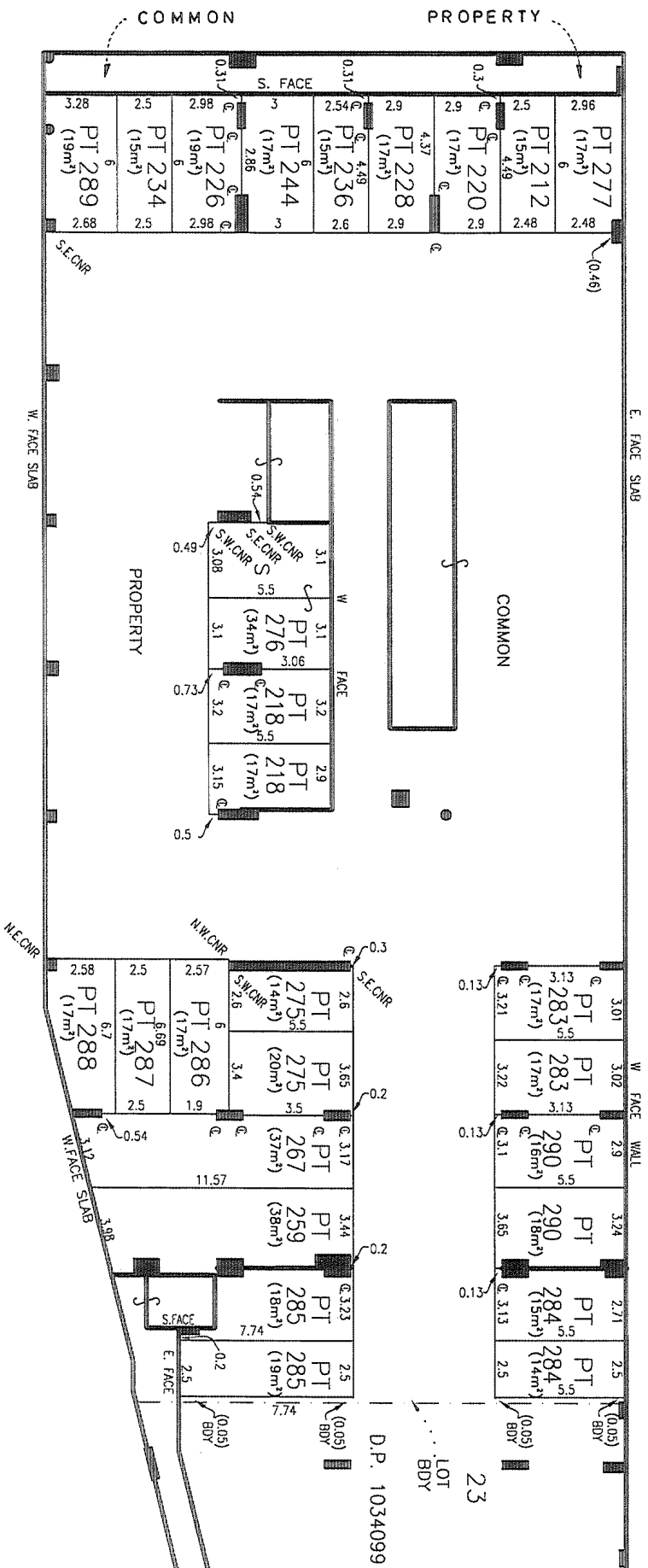
Reduction Ratio 1 : 200

Lengths are in metres

M. S. Steffen
 Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SP67702



CARPARK LEVEL 2

S - DENOTES STORAGE SPACE
C - DENOTES CENTRE OF FACE OF COLUMN OR WALL

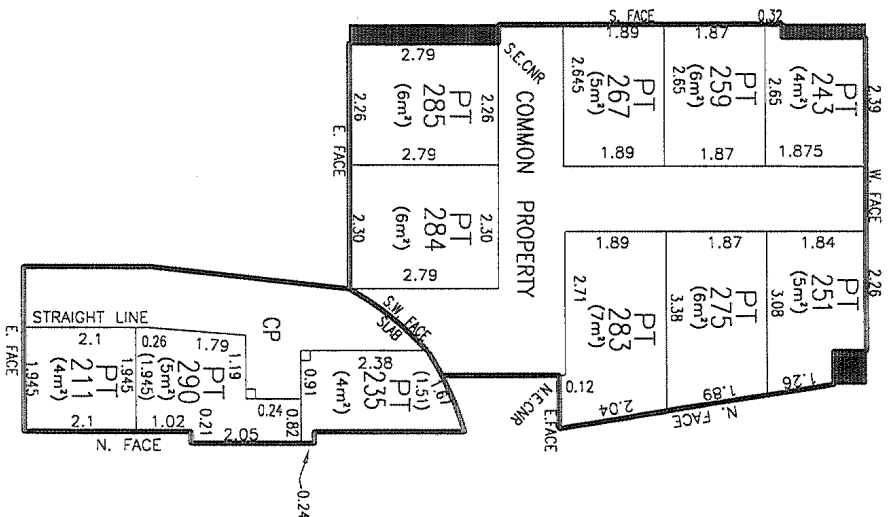
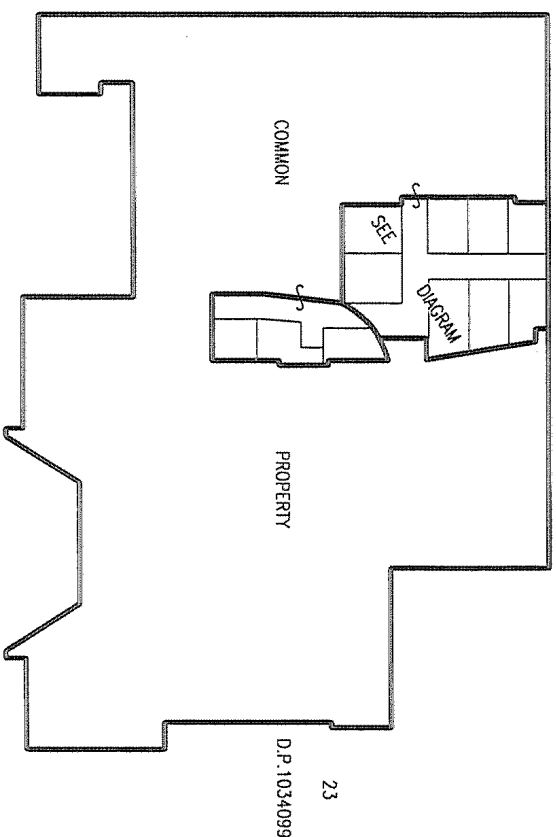
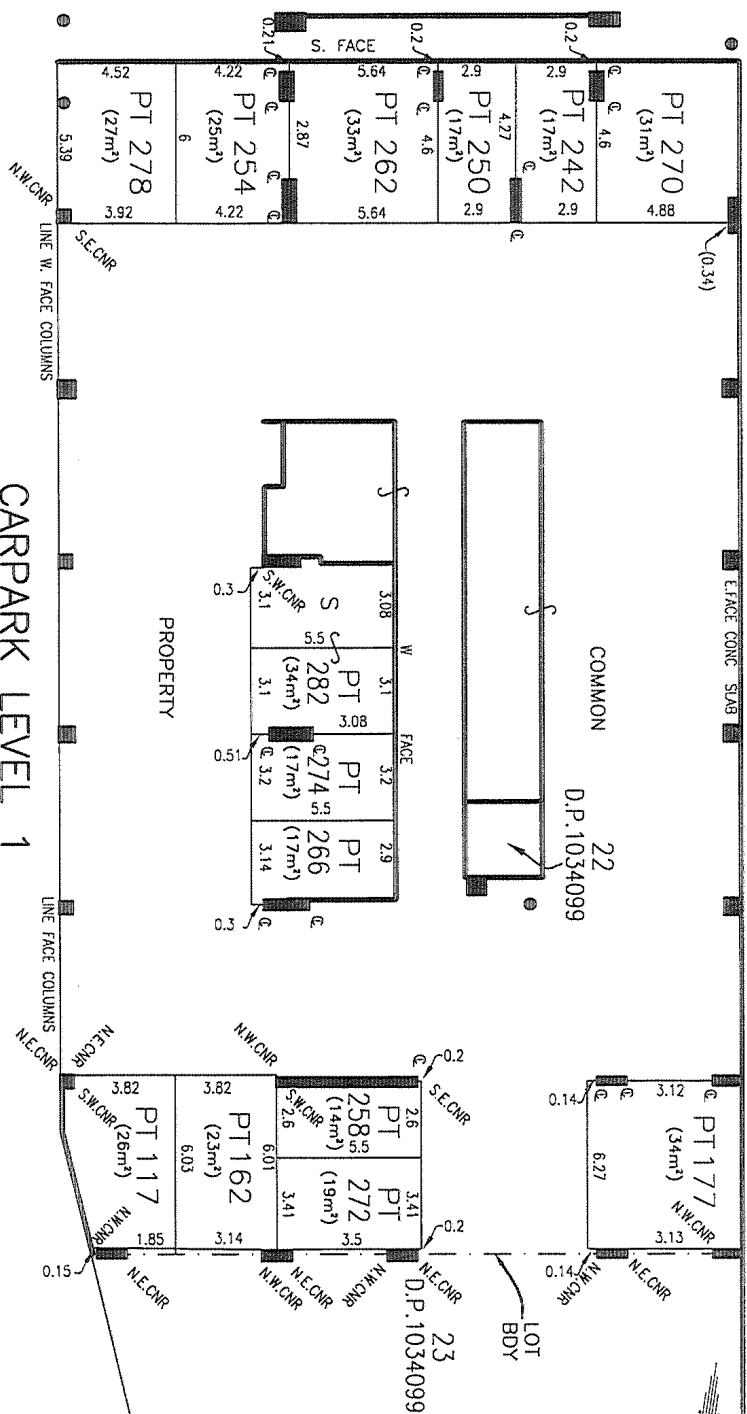
Reduction Ratio 1 : 200

Lengths are in metres

M. S. Johnson
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/ Accredited Cartier

SP67702



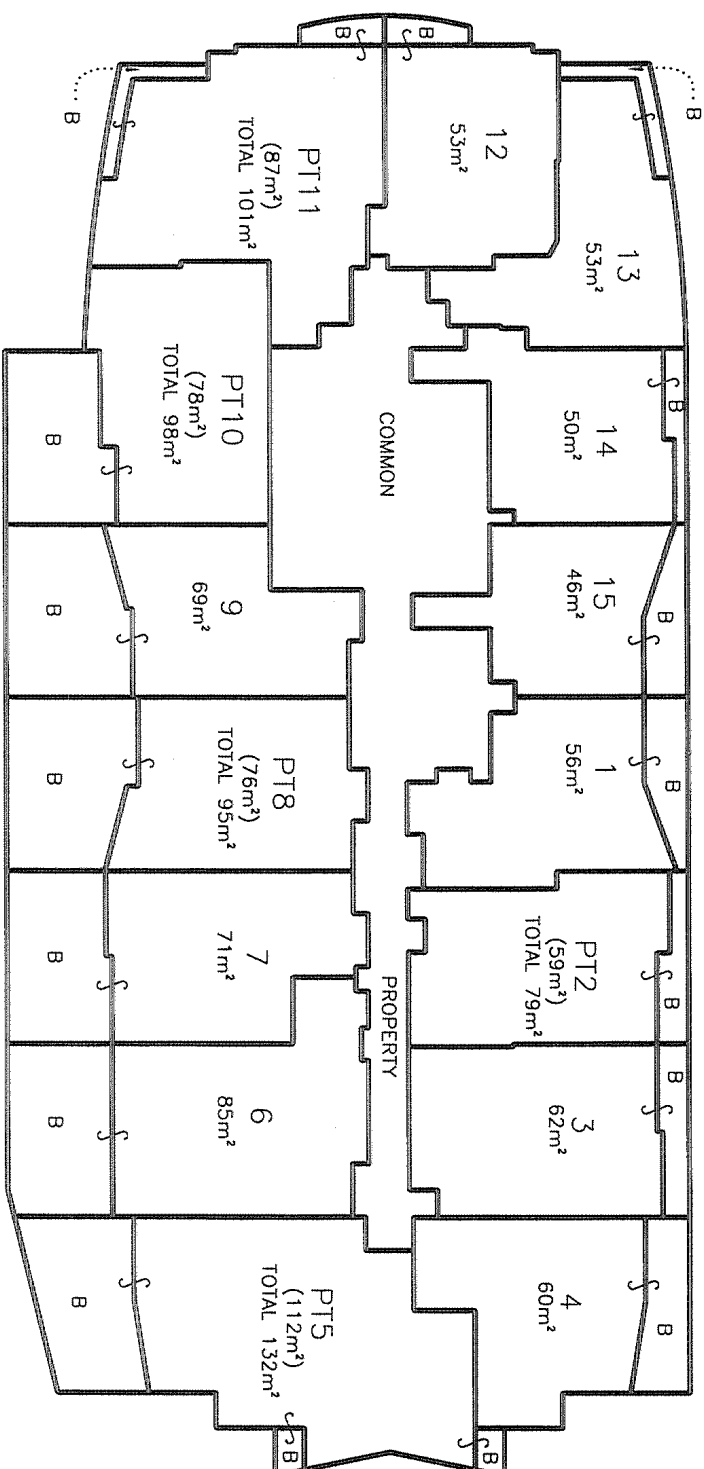
CP - DENOTES COMMON PROPERTY
S - DENOTES STORAGE SPACE
L - DENOTES 90°
Q - DENOTES CENTRE OF FACE OF COLUMN OR WALL

Reduction Ratio 1 : AS SHOWN Lengths are in metres

M.S. Hudson
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person Accredited Certifier

SP67702

LEVEL 1

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

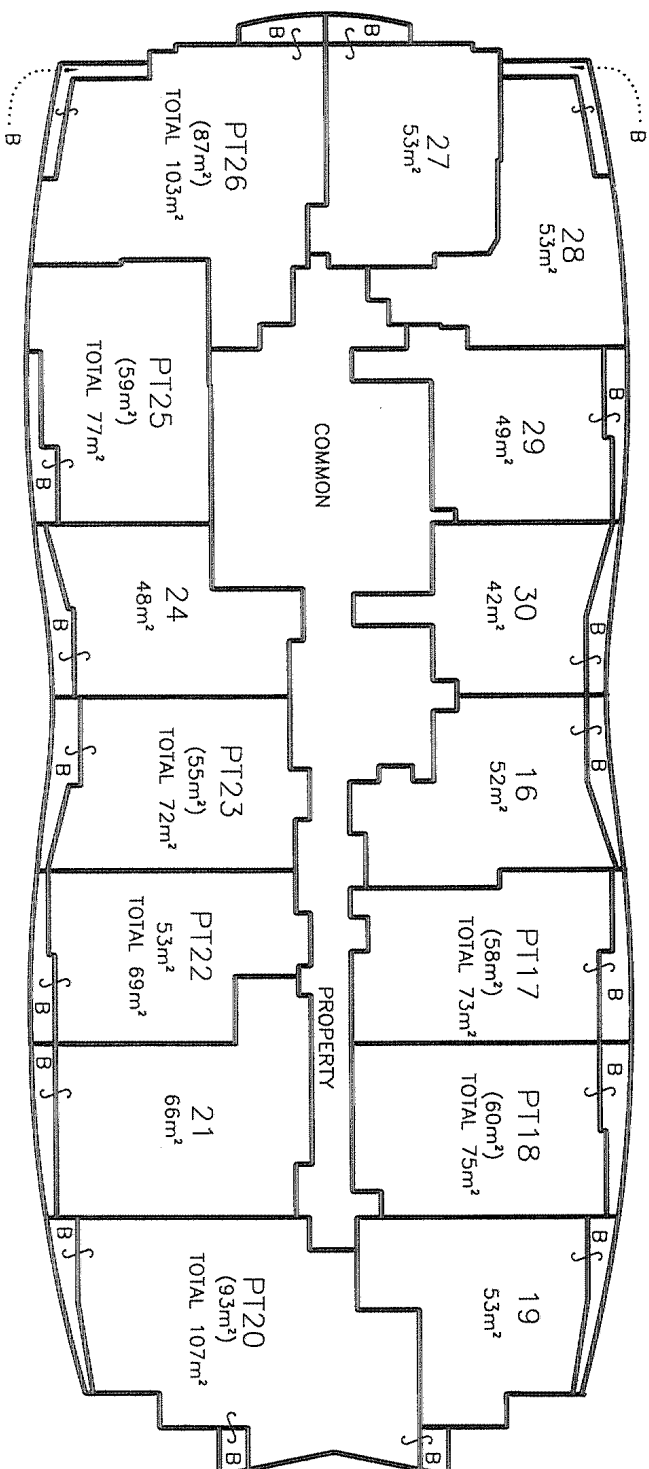
M. S. Jackson
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

X:\ACADATA_MJR\951009_FORUM\WEST\01-08-16\1A316N.DWG

SP67702

LEVEL 2

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

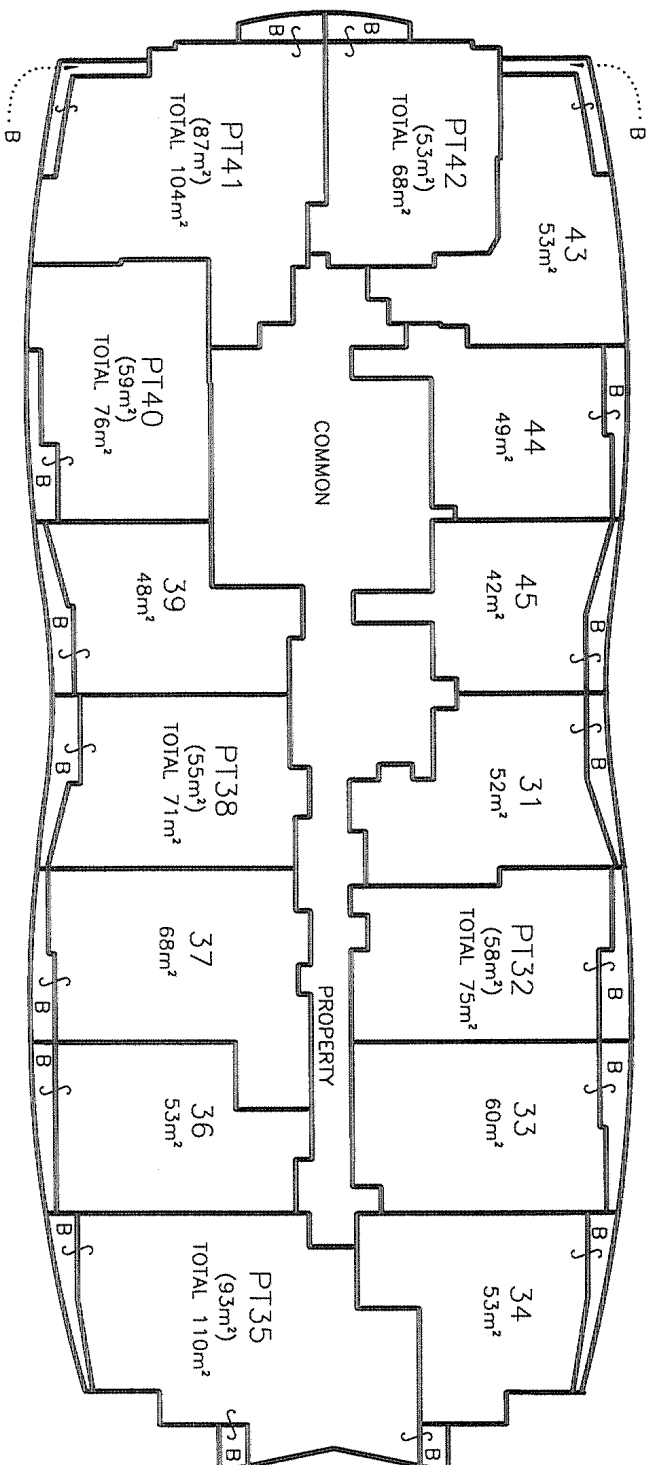
Lengths are in metres

M. S. Jackson
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 3

B -- DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

Reduction Ratio: 1 : 200

Lengths are in metres

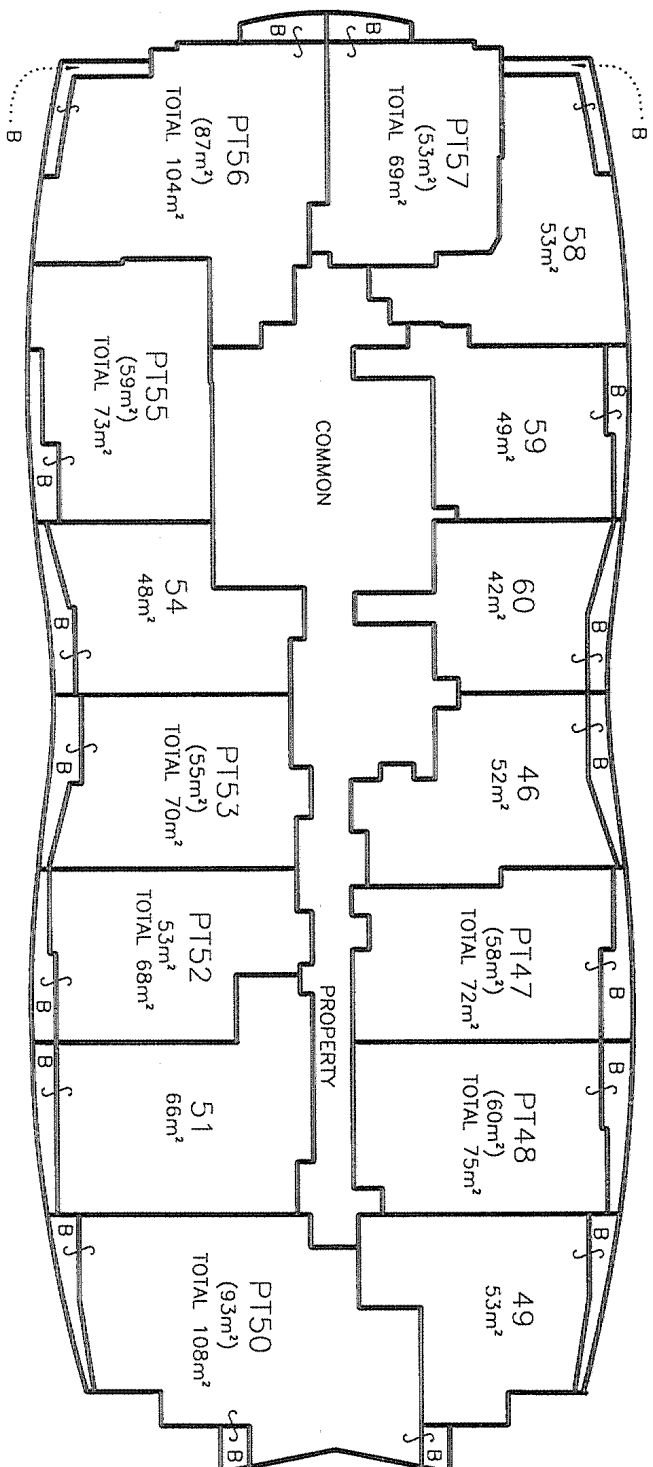
Surveyor Registered under Surveyors Act 1929

M. S. Stehman

General Manager/Authorised Person Accredited Civilian

SURVEYOR'S REFERENCE: 951009 WEST SP 02

SP67702

LEVEL 4

B -- DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

Reduction Ratio 1 : 200

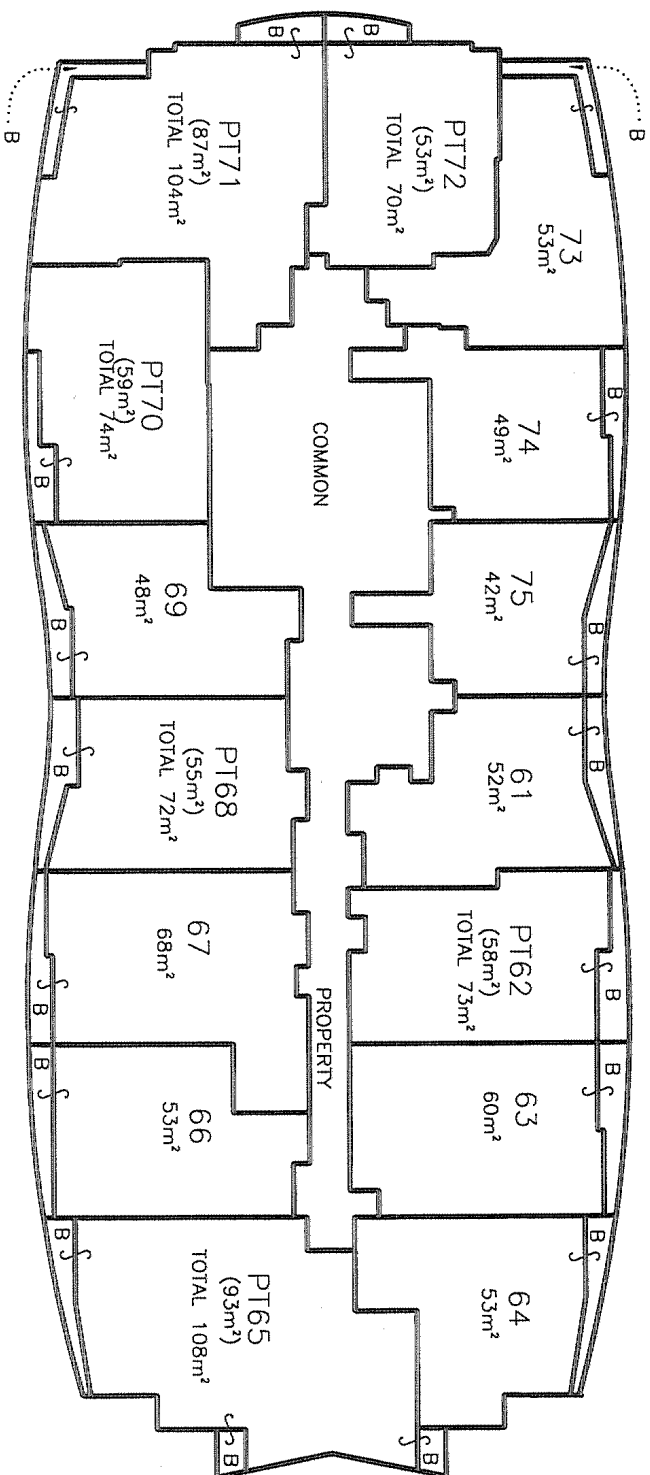
Lengths are in metres

M.S. Stehman
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Inscribed Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 5

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

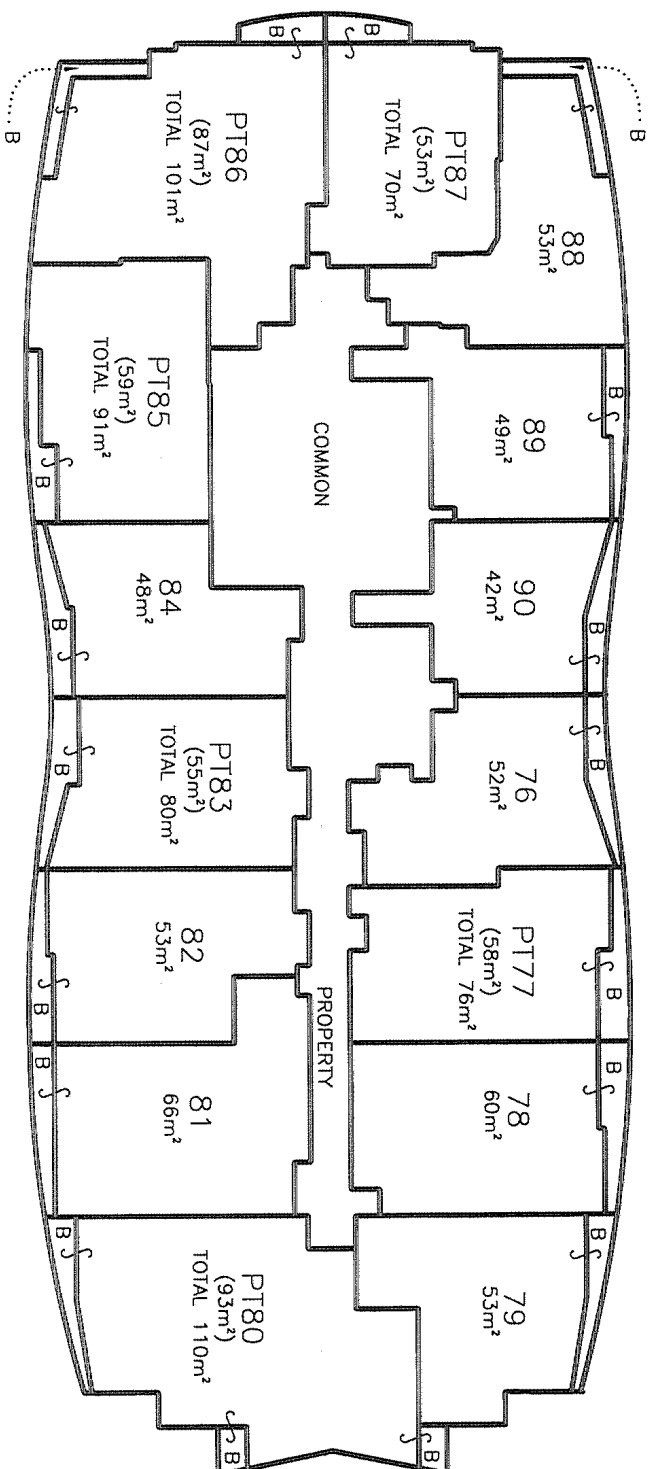
Lengths are in metres

M. S. Andrews
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702



LEVEL 6

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

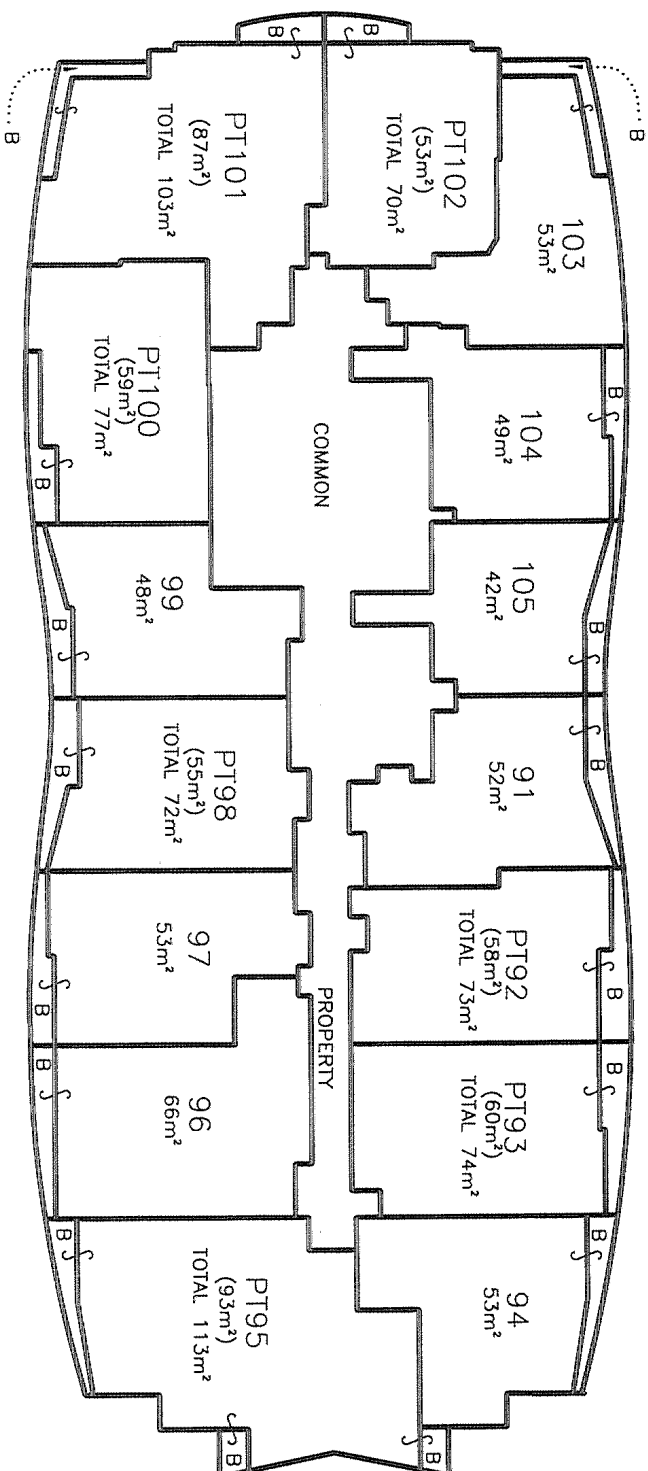
Lengths are in metres

M.S. Hudson
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorized Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 7

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B -- DENOTES BALCONY

Reduction Ratio 1 : 200

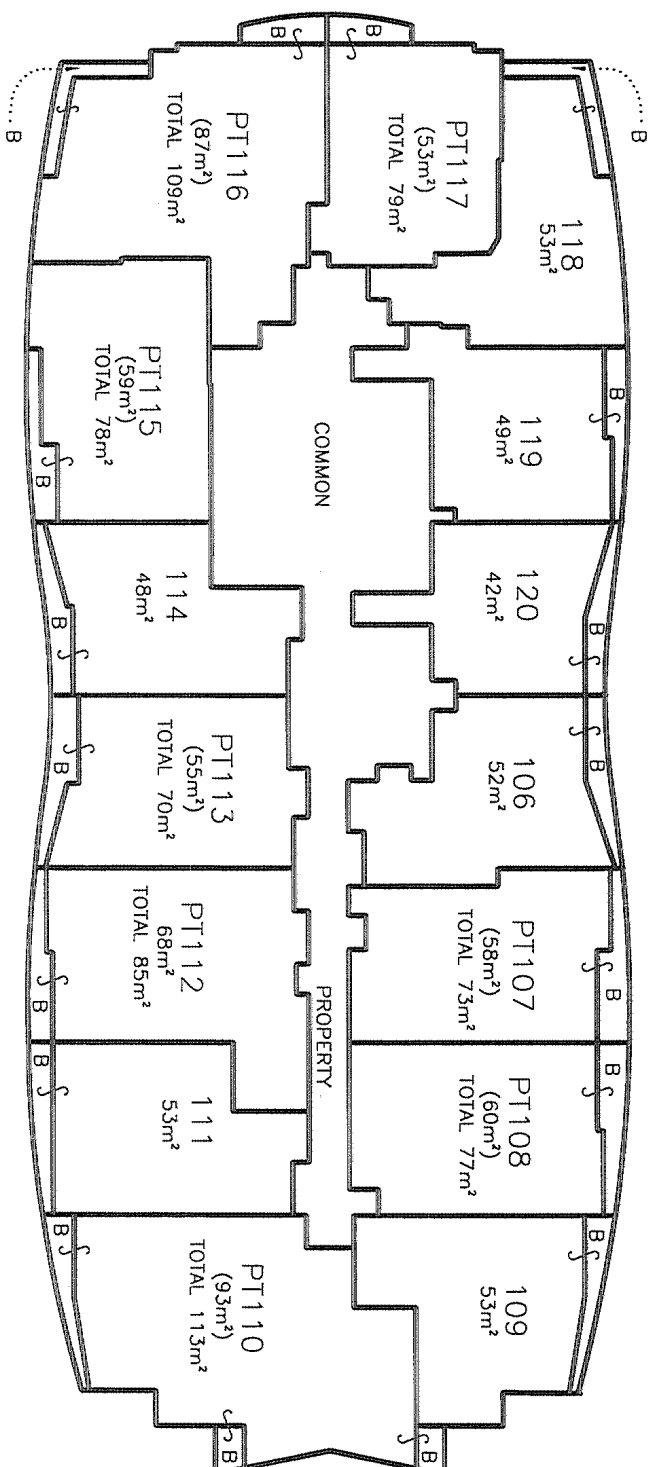
Lengths are in metres

M. S. Shadman
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 8

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

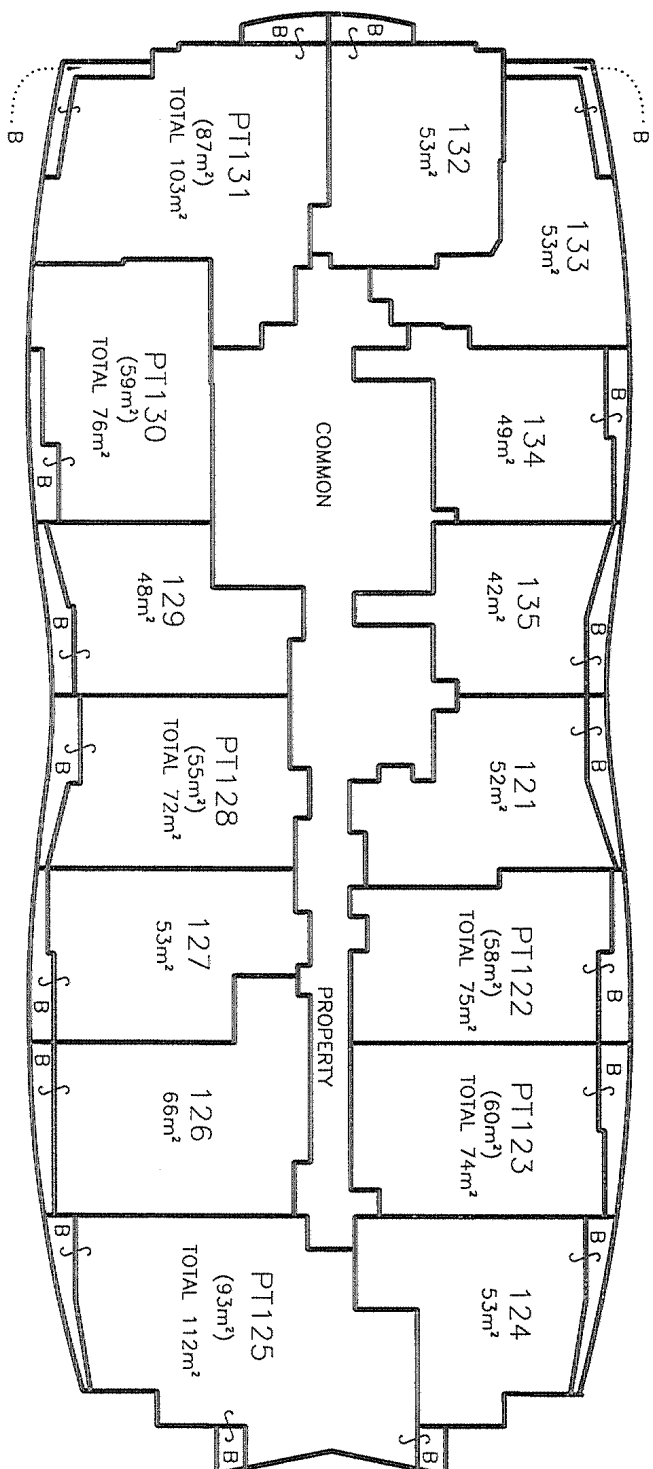
Reduction Ratio 1 : 200

lengths are in metres

M. S. Andrew
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorized Person/Accredited Officer

SP67702



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 9

B - DENOTES BALCONY

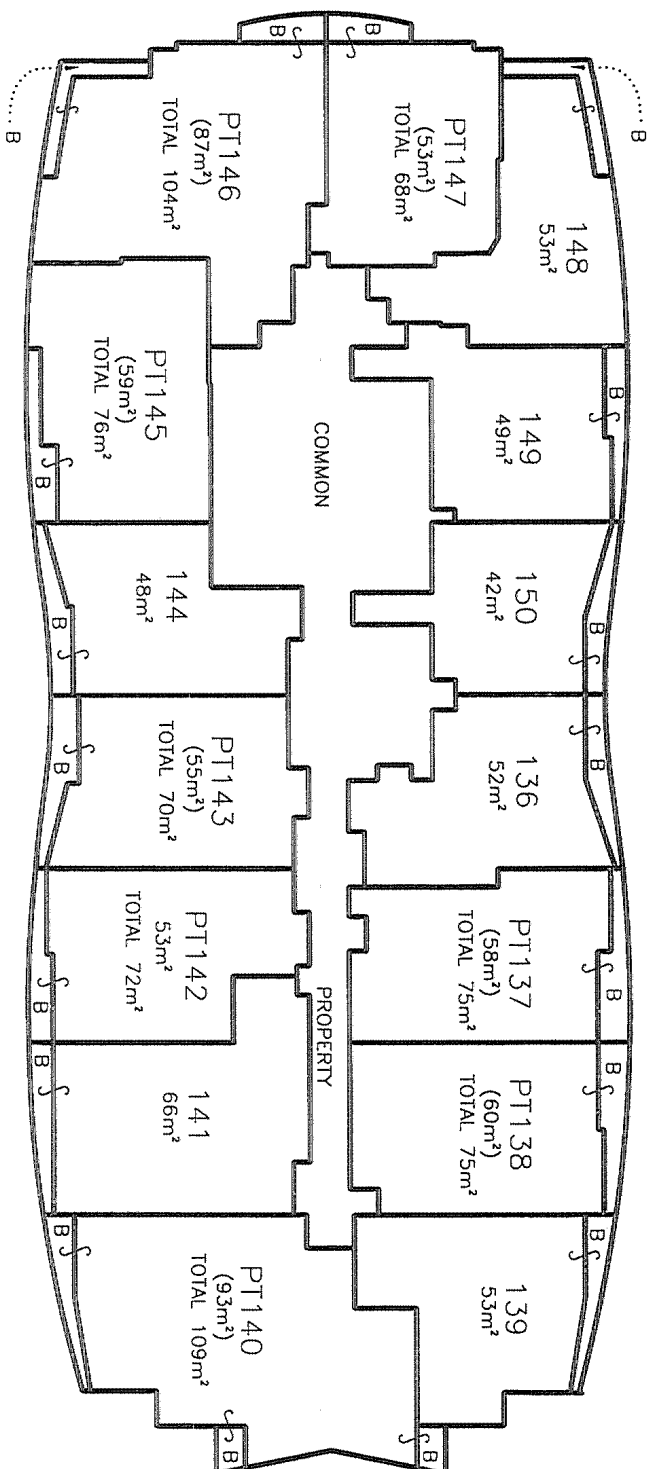
Reduction Ratio 1 : 200

lengths are in metres

M. S. Andrew
Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/ Accredited Certifier

SP67702

LEVEL 10

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

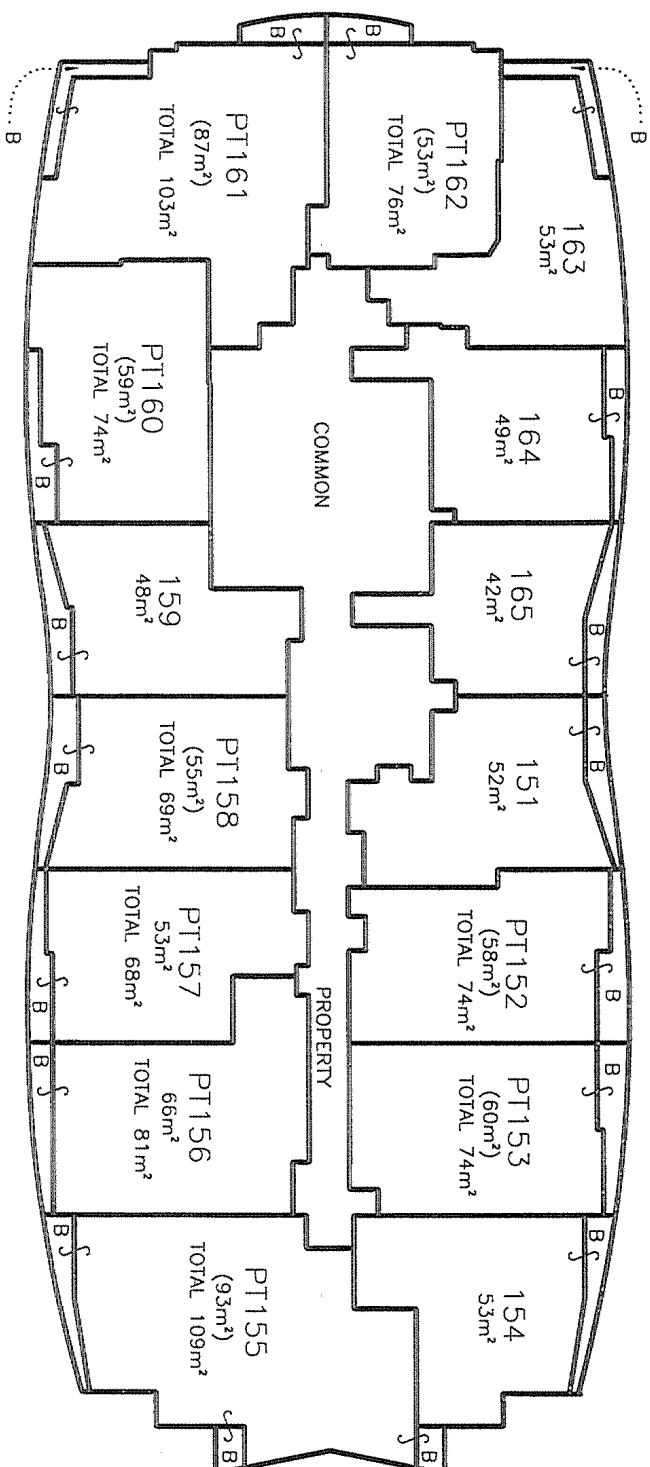
M.S. Johnson
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorized Person/Accredited Officer

SURVEYOR'S REFERENCE : 951009 WEST SP 02

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SP67702

LEVEL 11

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

lengths are in metres

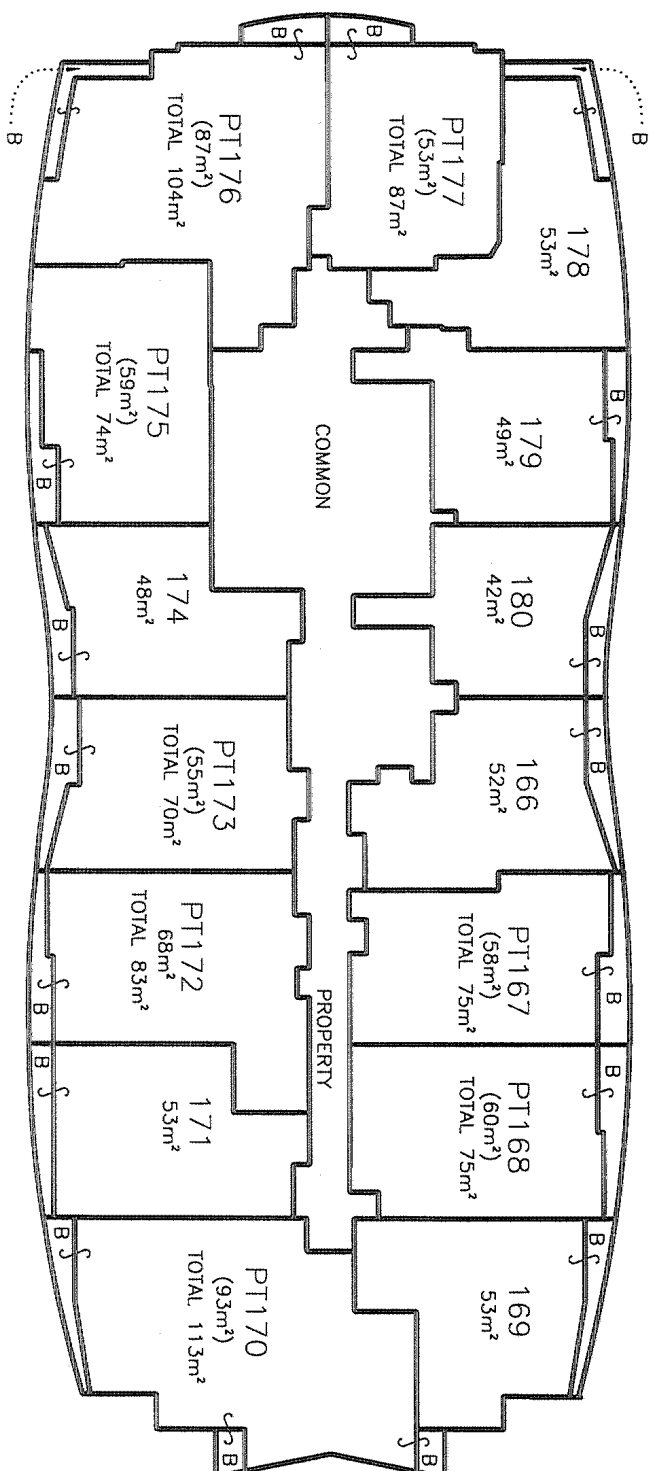
M. S. Jackson
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Manager/Person/Uncredited Centre

SURVEYOR'S REFERENCE : 951009 WEST SP 02

C:\ACADATA_MUR\951009_FORUM\WEST\01-08-16\103180.DWG

SP67702

LEVEL 12

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B -- DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

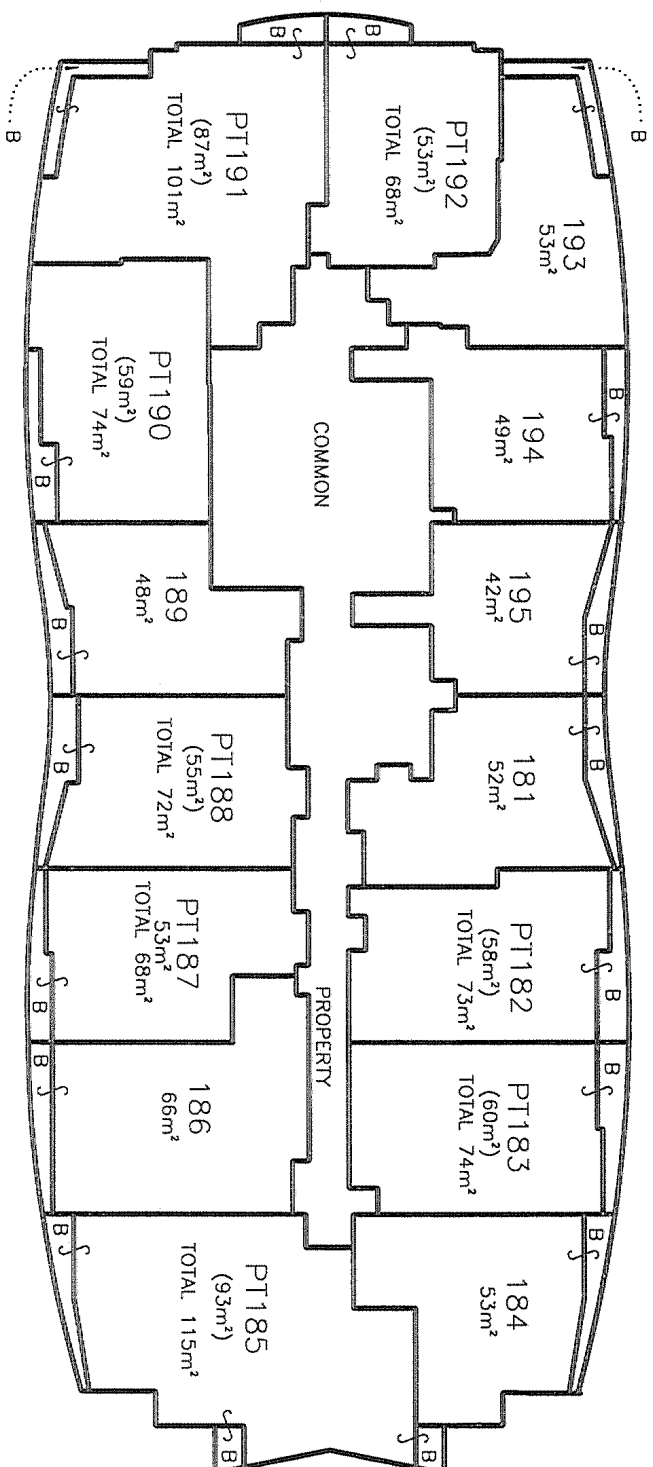
M. S. Anderson
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager (Planning & Development) Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

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SP67702

LEVEL 13

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B -- DENOTES BALCONY

Reduction Ratio 1 : 200

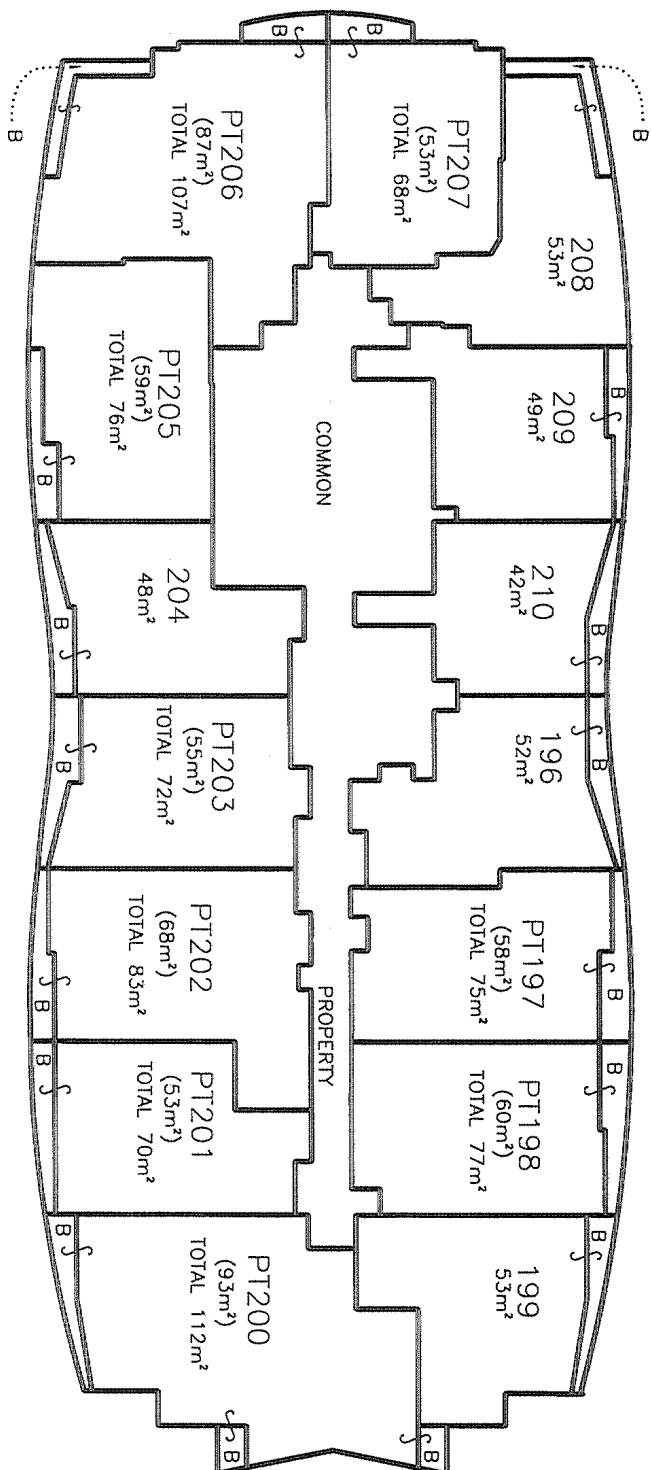
Lengths are in metres

M.S. Jordan
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Officer

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 14

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B -- DENOTES BALCONY

Reduction Ratio 1 : 200

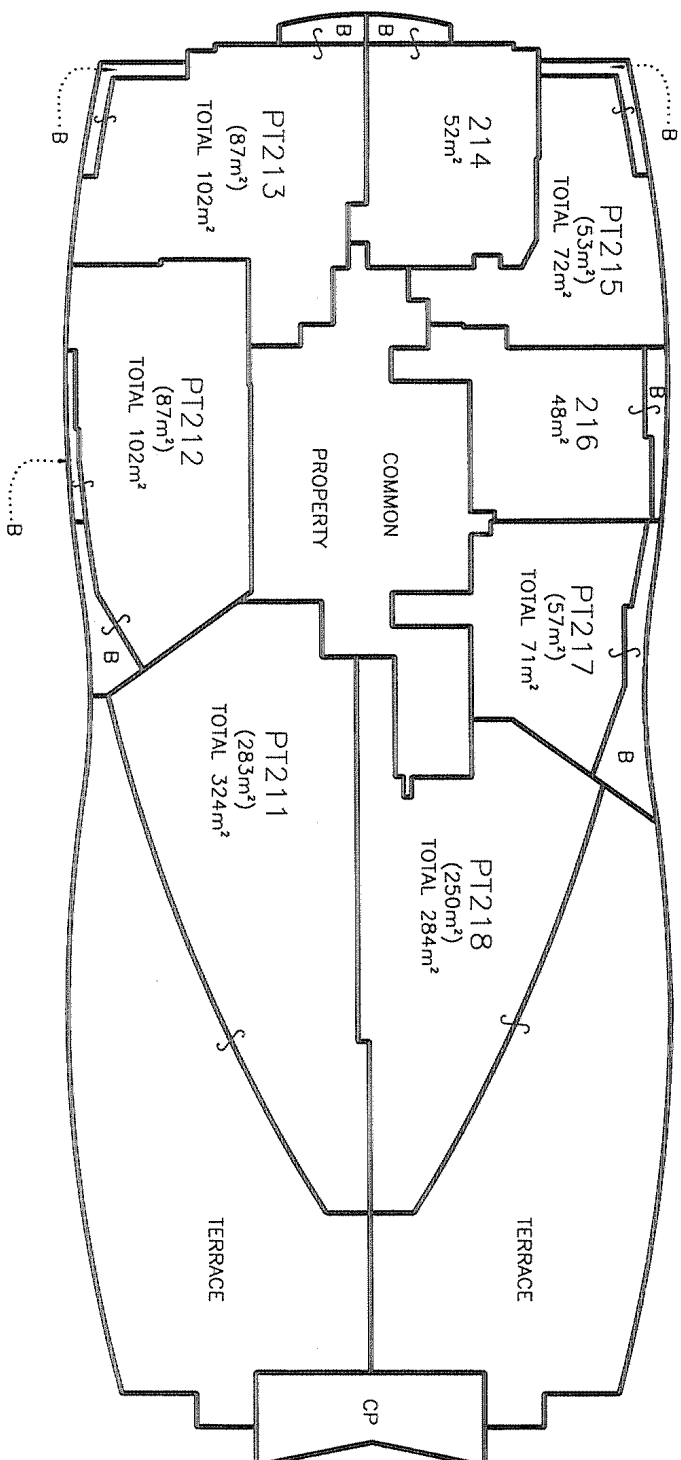
Lengths are in metres /

M.S. Andrew
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Audited Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 15

THE STRATUM OF THE BALCONIES AND TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B -- DENOTES BALCONY

CP -- DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

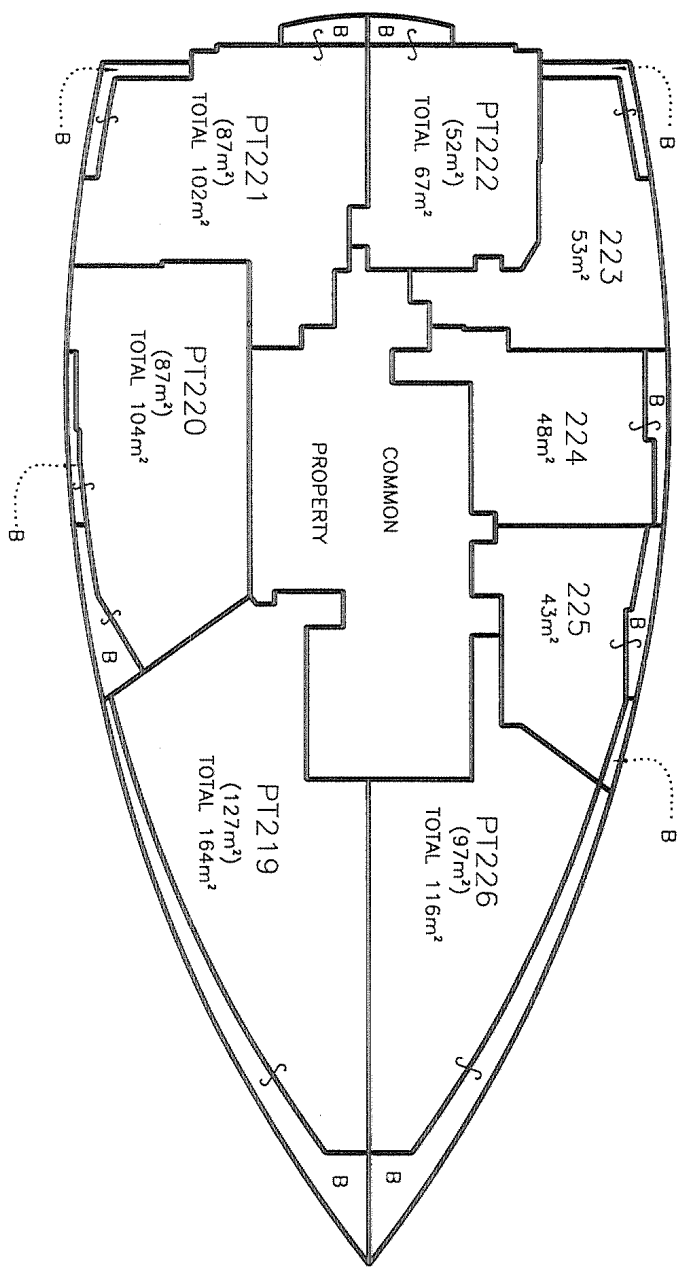
Lengths are in metres

M.S. Jaden
 Surveyor Registered under Surveyors Act 1929

[Signature]
 General Manager/Approved Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702



LEVEL 16

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

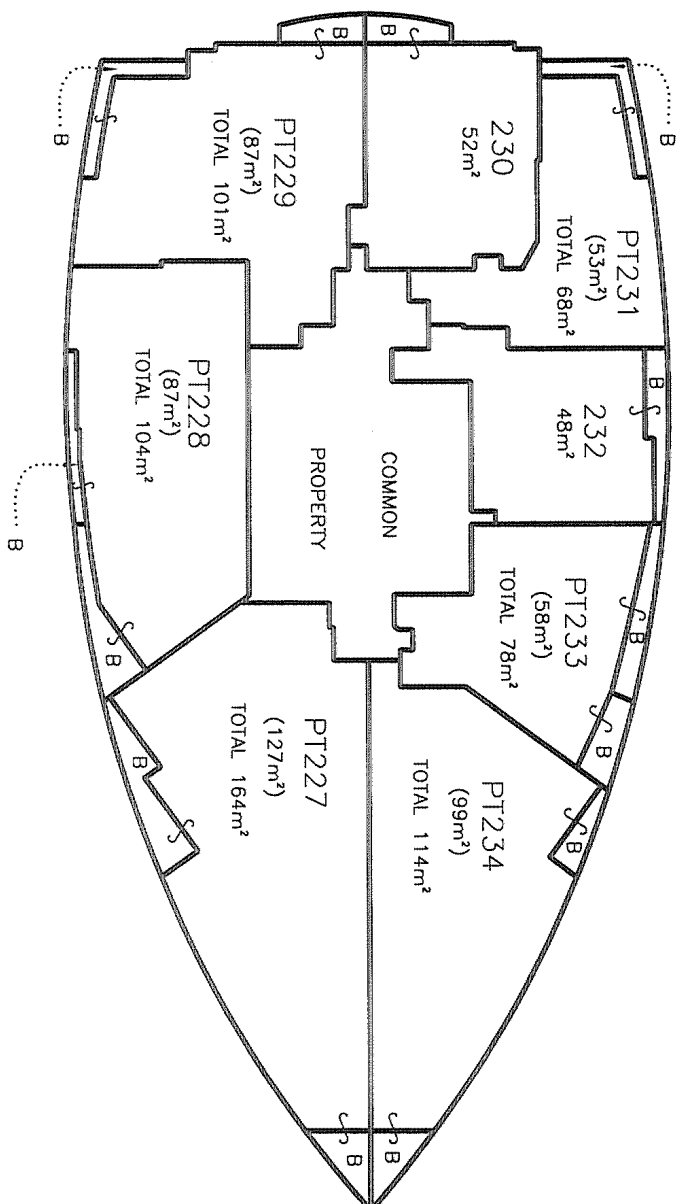
M.S. Sturling
Surveyor Registered under Surveyors Act 1933

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

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SP67702



LEVEL 17

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres.

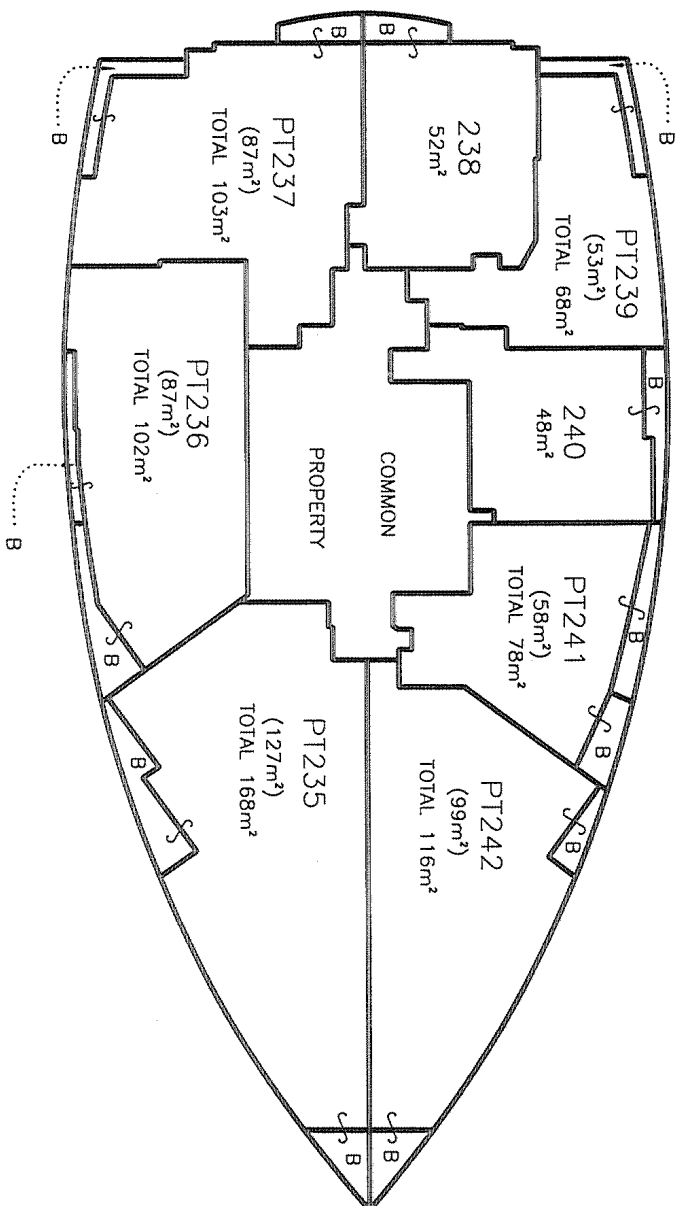
M. S. Stedman
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorized Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

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SP67702

LEVEL 18

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

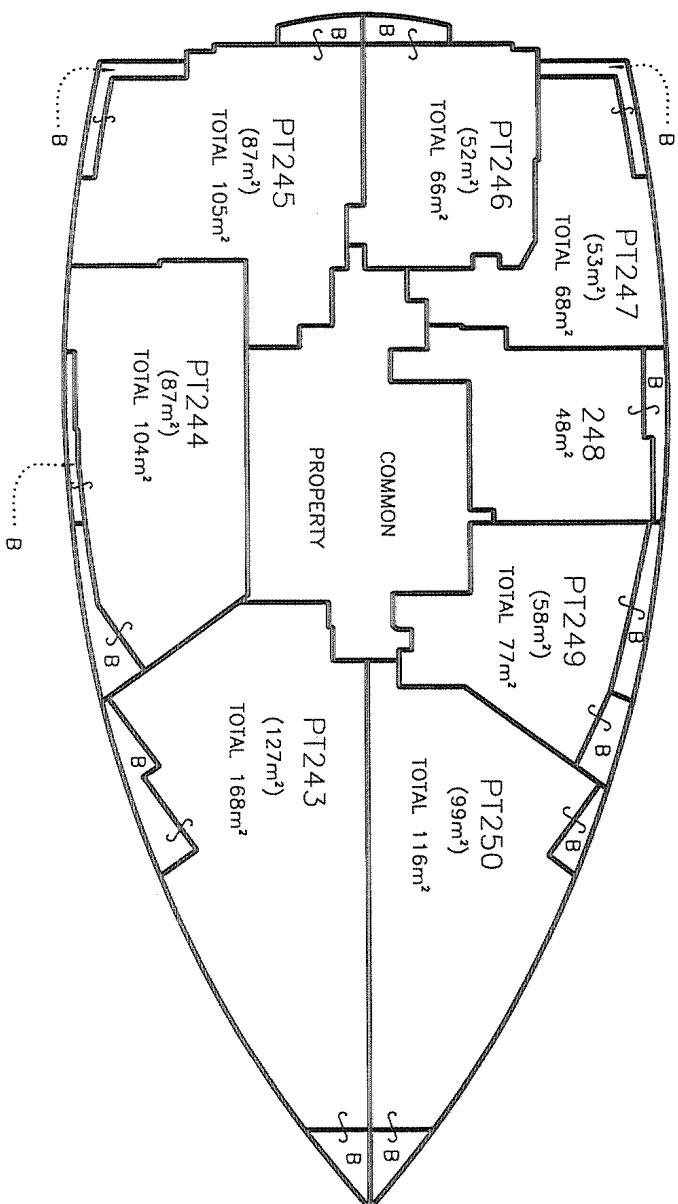
Reduction Ratio 1 : 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorized Person/Registered Valuer

SP67702

LEVEL 19

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

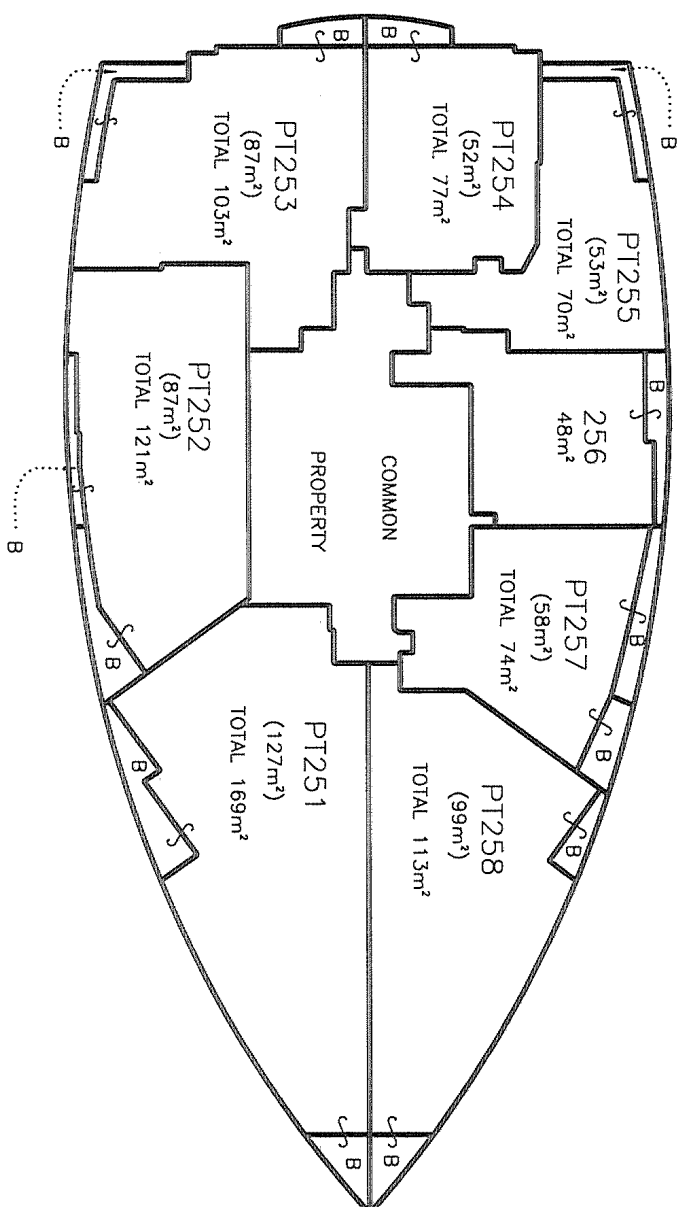
Lengths are in metres

M. S. Johnson
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorized Person/Registered Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702



THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

LEVEL 20

B -- DENOTES BALCONY

Reduction Ratio 1 : 200

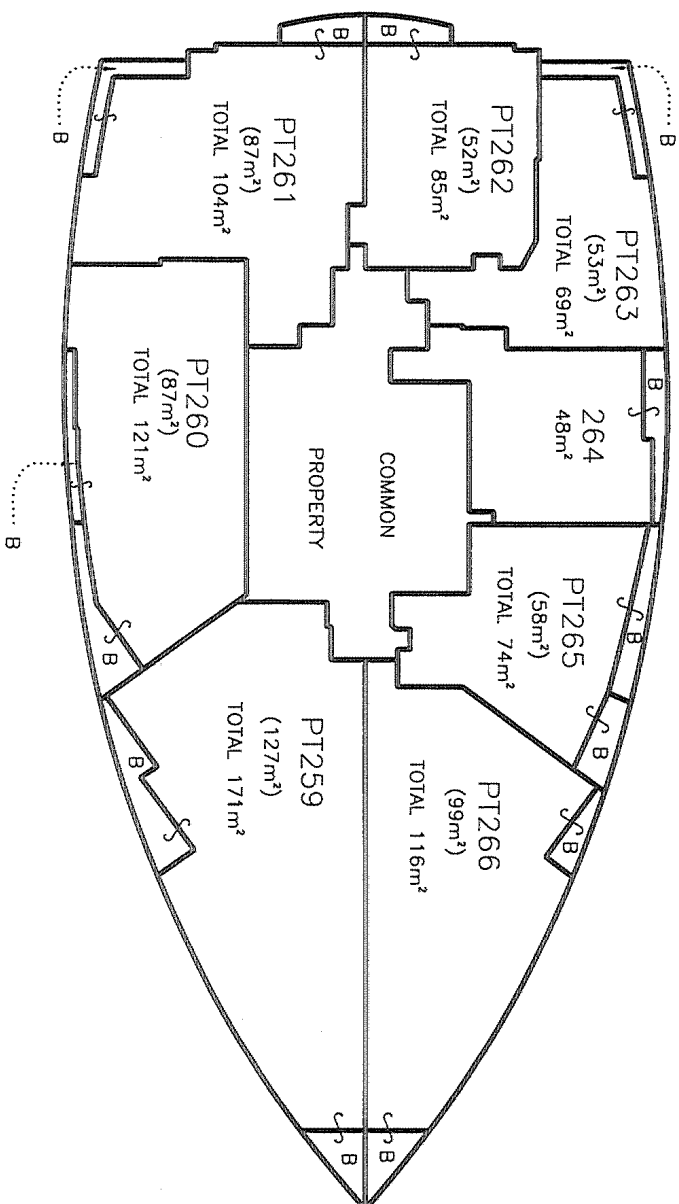
Lengths are in/mètres

M. S. Stuber
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 21

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

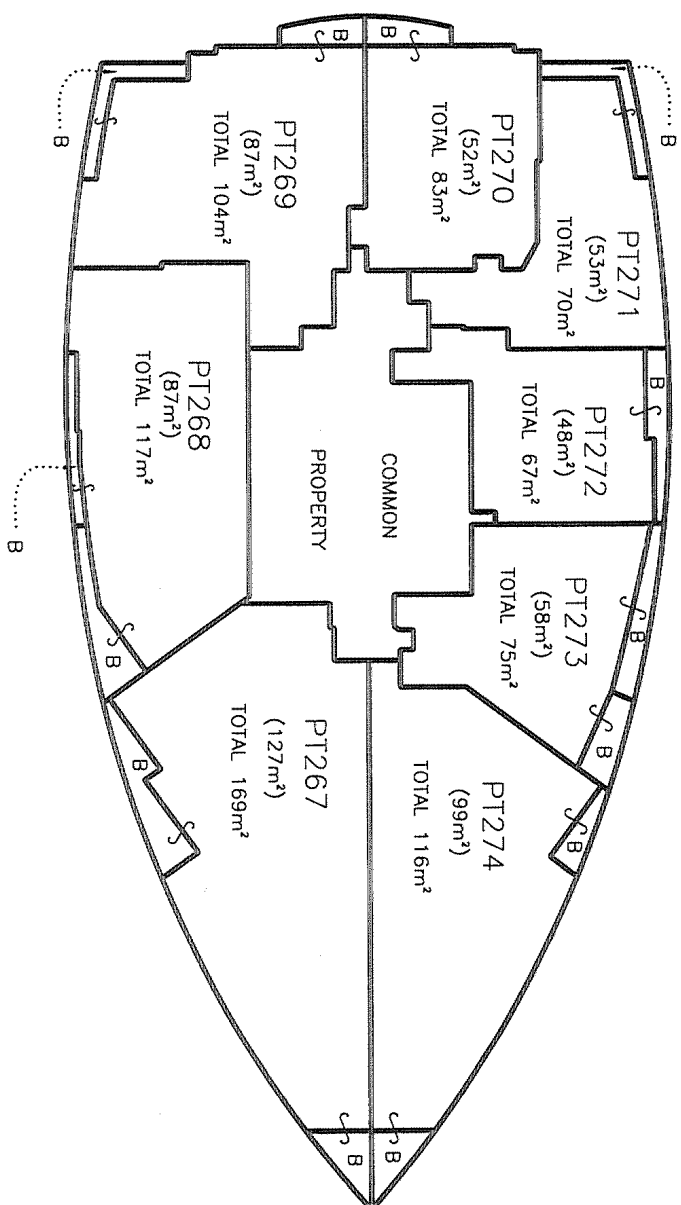
Lengths are in metres

M.S. Strehen
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Audited Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

LEVEL 22

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 200

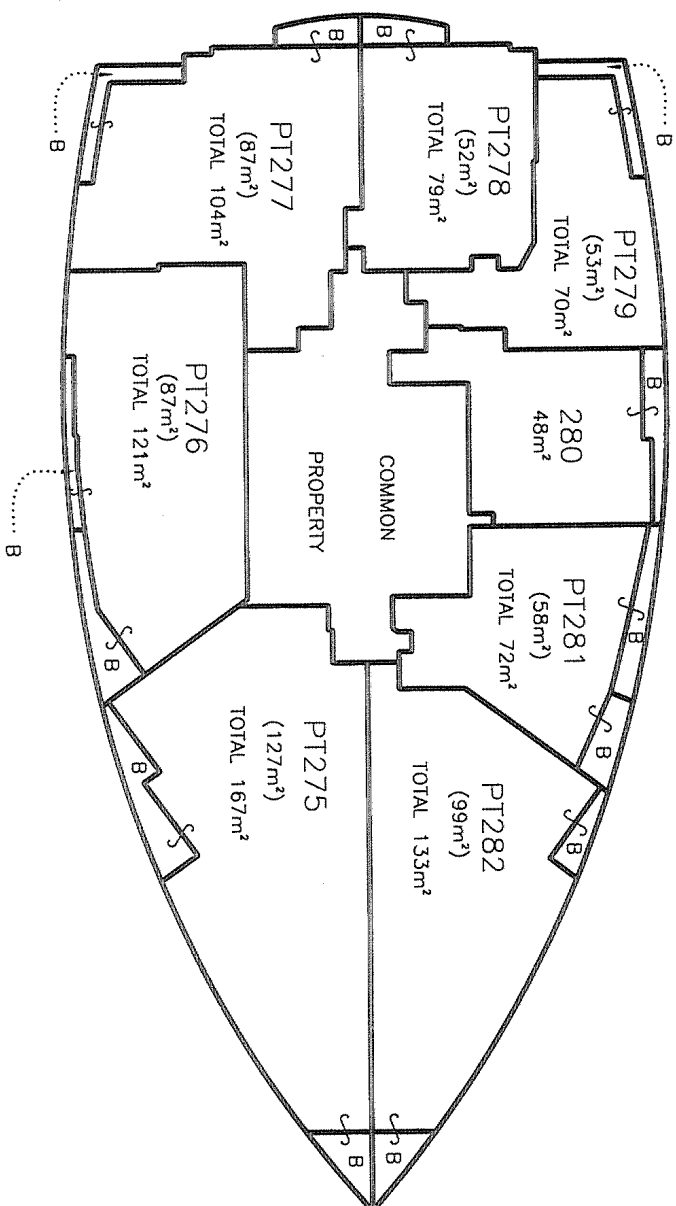
Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

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LEVEL 23

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

B -- DENOTES BALCONY

Reduction Ratio 1 : 200

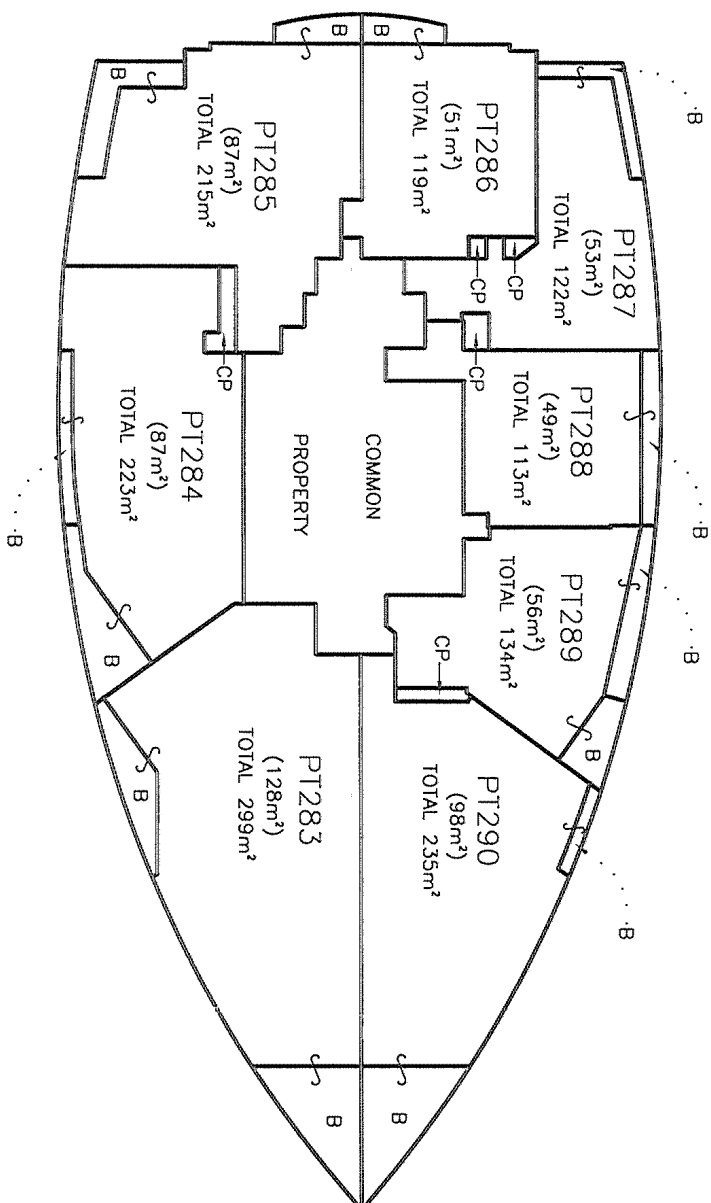
Lengths are in metres

M. S. Steadman
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

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LEVEL 24

B - DENOTES BALCONY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

Reduction Ratio 1 : 200

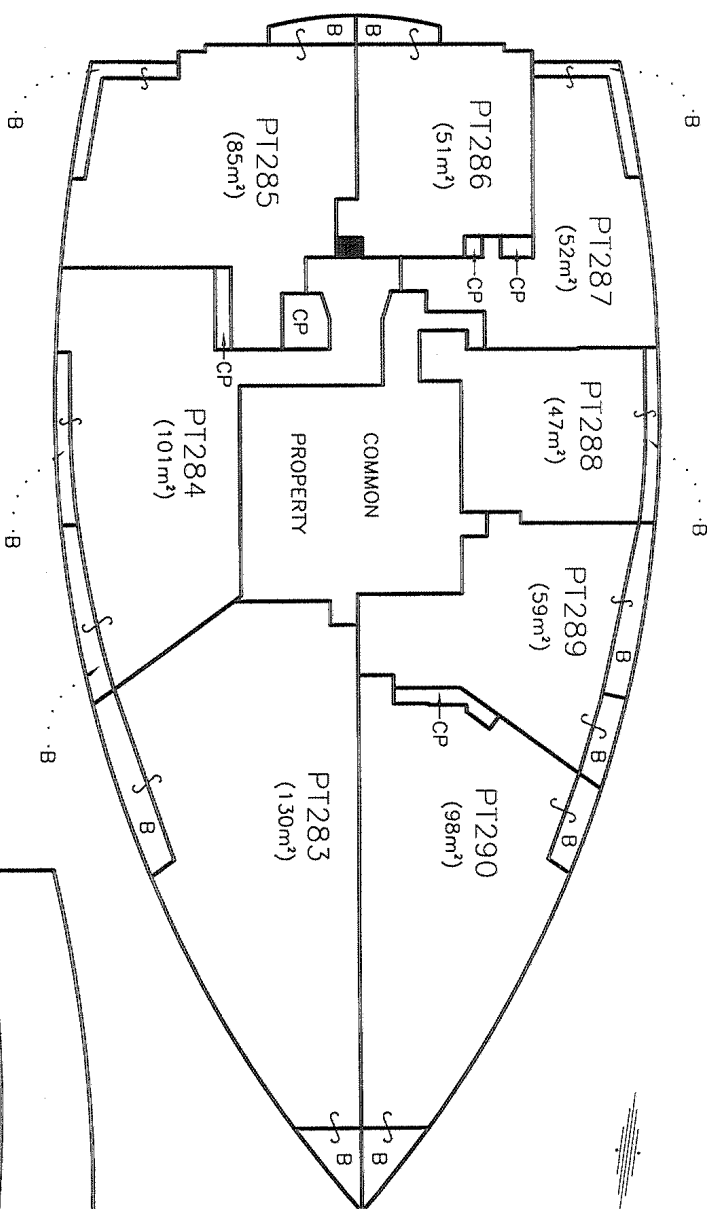
Lengths are in metres

M. S. Stedman
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Adjudicated Person/Accredited Certifier

SURVEYOR'S REFERENCE : 951009 WEST SP 02

SP67702

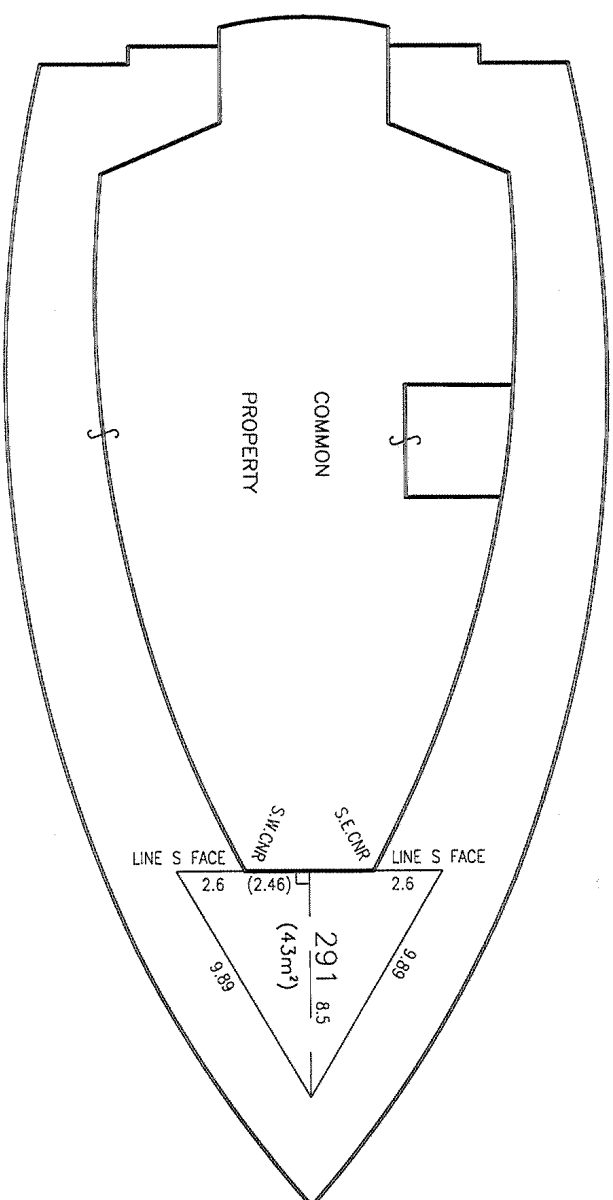


LEVEL 25

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

THE STRATUM AT LOT 291,
WHERE NOT COVERED, IS UNLIMITED
IN HEIGHT ABOVE THE UPPER
SURFACE OF ITS FLOOR.



LEVEL 26

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Graham
Surveyor Registered under Surveyors Act 1929

[Signature]
General Manager/Authorised Person/Accredited Certifier

SIGNATURES & SEALS ONLY

SP67702

WESTPAC BANKING CORPORATION as mortgage
consent to this plan

WESTPAC BANKING CORPORATION by its attorneys
under power of Attorney No. 290 446 627.

BRUNNEN
SENIOR MANAGER

[Signature]
per page 691

WINTER DEVELOPMENTS Pty Ltd
by its attorney ... *[Signature]* ...
attorney to Power of Attorney register Book 4467
No. 844, and I have no notice of the revocation of
the said Power of Attorney.

[Signature]

[Signature]
WITNESS

ELBIA JOHN
15 77 CASTLECRECH ST
SIDNEY
SECRETARY.

SIGNED SEALED AND DELIVERED FOR AND
ON BEHALF OF BUIS LENO LEASE Pty
LIMITED by its attorney under
power of Attorney Book 4347 No. 372
in the presence of:

[Signature]
WITNESS
ANGELIN THOMPSON
477 BRIDGE ST
MOSMAN SYDNEY

[Signature]
WITNESS
CARIN LUNN

CBA Corporate Services (NSW) Pty Limited
as mortgage consents to this plan by its
attorney under power of Attorney No 638 Book 4252

[Signature]
David Murray, Ruck
Management

EXECUTED BY MOSMAN Pty Limited
in accordance with Section 127 of
Corporations Act 2001

[Signature]
IAN COLEMAN
DIRECTOR

[Signature]
DAVID BRUNNEN
DIRECTOR

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE:

Strata Schemes (Freehold Development) Act 1973

Division 2B

Sections 28R - 28W and Schedule 1C

STRATA MANAGEMENT STATEMENT

FORUM WEST, ST LEONARDS

PART A

INTRODUCTION

SP67702

1. PARTIES BOUND

1.1 This Statement is binding on:

- (a) the Residential Owners Corporation;
- (b) the Retail Member;
- (c) the Commercial One Member;
- (d) the Commercial Two Member;
- (e) the Owners; and
- (f) the Occupiers.

PART B

COMPULSORY MATTERS

2. MANAGEMENT OF THE BUILDING

2.1 The Building Management Committee

- (a) The Members must establish and maintain forever the Building Management Committee comprising a representative of each Member within 2 months of registration of this Statement.
- (b) The Members' representatives must be appointed or selected in accordance with a special resolution or by-law made by the relevant owners corporation or a resolution or decision made in the appropriate manner by each Member.
- (c) The Members' representatives must represent the Members at meetings of the Building Management Committee.

- (d) Each Member must give to each other notice of its address and telephone number and the name, address and telephone number of its representative for the time being.
- (e) A Member may at any time give to the other Members notice of the name, address and telephone number of a duly appointed replacement representative.
- (f) Service of notices or documents on the Building Management Committee must be in accordance with the requirement for service in clause 6 and shall be effective if given to each Member's representative for the time being as notified under either **clause 2.1(d) or 2.1(e)**.

2.2 Chairperson/Office bearers

The Building Management Committee must appoint one of the Member's representative or the Strata Manager to act as chairperson for each meeting and any other office bearer as the Building Management Committee considers necessary from time to time.

2.3 Functions

The functions of the Building Management Committee are to:

- (a) comply with the Act and this Statement;
- (b) manage the Building so that the Members comply with their obligations under the Plaza Deed;
- (c) make and implement decisions in respect of relevant matters referred to in this Statement;
- (d) operate, maintain, replace, renew and/or add to the Shared Facilities as necessary;
- (e) update the list of Shared Facilities as necessary;
- (f) control the use of the Shared Facilities justly and fairly;
- (g) make just and fair allocation of the cost of operation, maintenance replacement, renewal, insurance of or additions or alterations to Shared Facilities in accordance with **Schedule 2** subject to any amendments made in accordance with this Statement;
- (h) effect the Insurances according to the Act and maintain contracts for maintenance as necessary;
- (i) consider any submission to the Building Management Committee by a Member under **clause 4.6**;
- (j) monitor the performance by the Members of their obligations under the Act and this Statement;

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- (k) monitor the performance of the Strata Manager and the Building Manager;
- (l) appoint one or more of its Members to perform any of its powers, authorities, duties or functions set out in the Act and in doing so must clearly define the power, authority, duty or function which must be carried out by that Member according to the Building Management Committee's directions; and
- (m) consider and determine any other matter which the Members determine should be considered by the Building Management Committee.

3. MEETING PROCEDURES

3.1 Convening Meetings

- (a) Meetings of the Building Management Committee must be held:
 - (i) if required under this Statement;
 - (ii) within 1 month of a written request by a Member, not being a Member in Default, setting out the issue or proposal required to be addressed;
 - (iii) at least every twelve months; and
 - (iv) if the Building Management Committee decides to do so.
- (b) 21 days notice of a meeting with an agenda must be given by the Building Management Committee to the Members but, in the case of an emergency, shorter notice may be given. The Building Management Committee must deal only with the matters on the agenda for a meeting.

3.2 Quorum

At any meeting of the Building Management Committee, a quorum will consist of a representative of each Member except a Member in Default. If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 3 business days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be that number of representatives present at the original meeting.

3.3 Voting

At all meetings of the Building Management Committee, each Member, which is not a Member in Default is entitled through its representative to exercise one vote.

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3.4 Voting Rights

- (a) The representative of a Member in Default cannot vote at a meeting but can attend and address the meeting.
- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Building Management Committee.

3.5 Appointment

The Building Management Committee may by Unanimous Resolution appoint one or more of its members to perform any Building Management Committee powers, authorities, duties or functions.

3.6 Delegation

The Building Management Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager.

3.7 Records

- (a) The Building Management Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Building Management Committee may set a procedure for the inspection of and for obtaining copies of the records of the Building Management Committee.

3.8 Decisions

- (a) The Building Management Committee may make decisions only:
 - (i) according to this Statement;
 - (ii) at a properly convened meeting of the Building Management Committee; and
 - (iii) by Ordinary Resolution or Unanimous Resolution.

3.9 Ordinary Resolution

- (a) The matters that the Building Management Committee must decide by Ordinary Resolution are:
 - (i) appointing or terminating the appointment of a Strata Manager or Building Manager; and
 - (ii) any matter that does not require a Unanimous Resolution.

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SP67702

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3.10 Unanimous Resolution

- (a) Subject to **clause 3.10(b)**, the matters that the Building Management Committee must decide by Unanimous Resolution are:
- (i) amending this Statement;
 - (ii) amending, modifying or adding to **Schedule 1** pursuant to **clauses 10.1 and 10.2**;
 - (iii) amending, modifying or adding to **Schedule 2** pursuant to **clause 10.3**; and
 - (iv) repaying all or part of the Building Management Committee's funds to Members.
- (b) Despite **clause 3.10(a)**, any Member may agree with one or more other Members:
- (i) to amend, modify or add to such Shared Facilities which only they use or are entitled to use; or
 - (ii) to change, add to or adjust the division of costs for certain Shared Facilities as between or amongst themselves,

provided that one month's written notice is given to the Building Management Committee before any agreement made pursuant to this clause takes effect.

4. RIGHTS AND OBLIGATIONS

4.1 Compliance by Members

- (a) The Members must:
- (i) comply promptly with their obligations under this Statement and the Act;
 - (ii) become and remain a party to the Plaza Deed and comply with their respective obligations under the Plaza Deed;
 - (iii) pay promptly their respective contributions for Shared Facilities and any other payments due under this Statement;
 - (iv) effect and maintain the Insurances required by this Statement and the Act;
 - (v) implement decisions of the Building Management Committee;
 - (vi) ensure that the Building is effectively managed to a standard appropriate to its permitted use;

MANAGEMENT STATEMENT

SP67702

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- (vii) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (viii) not interfere with services used by a Member or Occupiers bound by this Statement;
 - (ix) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
 - (x) not release, vary or modify the easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
 - (xi) comply with the Easements.
- (b) Each Member will be responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and will release that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.
- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an owners corporation, each owner of a lot in a strata scheme) to comply with the Plaza Deed and the Easements.

4.2 Rights of Access over parts of the Building

The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building where this is necessary for the purpose of obtaining access to the Shared Facilities by another Member, Owner or Occupier. Owners or Occupiers of lots in the Residential Strata Scheme may not have access to Shared Facilities located in any other part of the Building, except by appointment with and accompanied by the Building Manager.

4.3 Access to Shared Facilities

- (a) Each Member must give the Building Management Committee access to maintain, repair and replace Shared Facilities located in its Stratum Lot.
- (b) The Building Management Committee must give reasonable notice to a Member before it requires access to that Member's Stratum Lot to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Building Management Committee may gain access under this clause to a Member's Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and

MANAGEMENT STATEMENT

SP67702

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- (ii) according to the reasonable requirements of the relevant Member.

4.4 Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in **Schedule 2**.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

4.5 Nature of Obligations

The obligations of the Members under this Statement are several.

4.6 Submissions by Members

A Member that is not a Member in Default has the right to submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary **Schedule 2**;
- (d) amend this Statement;
- (e) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (f) consider any other matter or thing to which this Statement has application.

5. DISPUTE RESOLUTION

5.1 First Resort

If a dispute arises between the Members in connection with a provision of this Statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause and no Member may pursue any action with the Strata Schemes Commissioner or Strata Schemes Board or pursue any other legal process or arbitration until the dispute has been determined under this clause.

5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this Statement (**Notice**); and

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- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference),

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (**Expert Notice**).

5.3 No agreement

If all the Members cannot agree on such an expert within 7 days of the Expert Notice, the expert will be nominated by the president of the relevant institute for determining such expert. If all the Members cannot agree on the most appropriate institute, the institute will be nominated by the president for the time being of the Law Society of New South Wales.

5.4 Expert

The person agreed or appointed is to act as an expert and not as an arbitrator.

5.5 Written submissions

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 7 days of the expert's written request.

5.6 Costs

The cost of the expert's decision will be borne by those Members in such shares as the expert determines. Each party must pay its own costs in connection with the dispute.

6. SERVICE OF NOTICES

6.1 Service requirements

A notice, approval, consent or other communication in connection with this Statement must be in writing and must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee or if the addressee notifies another address or facsimile number then to that address or facsimile number.

6.2 Receipt requirements

- (a) Unless a later time is specified in it, a notice, approval, consent or other communication, it shall take effect from the time it is received.
- (b) A letter is taken to be received if posted on the third day after posting, and a facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was

TERMS OF INSTRUMENT NOT CHECKED
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sent which indicates that the facsimile was sent in its entirety to the facsimile number of the relevant recipient.

PART C

OTHER MATTERS

7. STRATA MANAGER AND BUILDING MANAGER

7.1 The Strata Manager

- (a) The Building Management Committee may appoint a Strata Manager to assist it perform its functions under this Statement.
- (b) The Building Management Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Building Management Committee;
 - (iv) prepare a plan for any refurbishment works or any other works;
 - (v) carry and maintain licences required by law to be a strata managing agent;
 - (vi) in carrying out or arranging for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility.
- (c) If the Building Management Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

- (a) The Building Management Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- (b) The Building Management Committee may require the Building Manager to carry out the following duties under the agreement referred to in **clause 7.2(a)**:

MANAGEMENT STATEMENT

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- (i) caretaking, supervising and servicing Shared Facilities and the Building generally;
- (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
- (iii) providing services to the Building Management Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
- (iv) supervising the Building Management Committee's employees and contractors; and
- (v) carrying out any other task that the Building Management Committee agrees is necessary for the operation and management of the Building.

8. INSURANCE

8.1 Insurance Obligations

- (a) The Building Management Committee must effect and maintain the Insurances throughout the operation of this Statement and without limitation must:
 - (i) at least every 2 years appoint an appropriately qualified expert (with at least 5 years experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances; and
 - (ii) when estimating Shared Costs under **clause 9**, allow for insurance premium cost increases which may occur during the period of such Insurances;
- (b) The Building Management Committee must ensure that any relevant information known to it and relating to the Insurances is provided to the approved insurer.
- (c) The Members agree that the cost of the Insurances is to be included in the Shared Costs.
- (d) If a Member does anything to increase an insurance premium then that Member must pay the amount of increase of premium.

8.2 Members Responsibilities

- (a) A Member must not, without the prior written consent of the Building Management Committee, do or permit anything which may invalidate or suspend any insurance or increase the premium for insurance effected under the Act.

MANAGEMENT STATEMENT

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- (b) If a Member does anything which increases the premium for an Insurance effected under the Act then that member must pay any resulting additional insurance premium.

9. SHARED FACILITIES AND COSTS

9.1 Contributions to Shared Costs

- (a) The Members must contribute to the Shared Costs in the proportions referred to in **Schedule 2**.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in **Schedule 3** and are appropriate.

9.2 Estimate of Shared Costs

- (a) The Building Management Committee must estimate how much money it will need for each 12 month period to pay the Shared Costs incurred under this Statement.
- (b) The estimate referred to in **clause 9.2(a)** must be made no later than 30 days after the registration of this Statement and after that, as required by the Building Management Committee.

9.3 Shared Costs Contribution

The Building Management Committee must impose a contribution being each Member's Share of the relevant estimate under **clause 9.2(a)** by written notice on each Member and each Member must pay the contribution within the time specified for payment in such notice.

9.4 Additional Expenses Contribution

If the Building Management Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with **clause 9.3** then it must impose a further contribution on each Member to meet such additional expenses as determined by the Building Management Committee in accordance with the appropriate formula for allocation in **Schedule 3**.

9.5 Plaza Deed

Some of the Shared Facilities may from time to time be Shared Facilities or Joint Facilities as defined in the Plaza Deed and certain obligations and rights in respect of a Shared Facility, a Stratum Lot, or the Building may arise under the Plaza Deed. The extent to which a Member derives a benefit or incurs an expense under the Plaza Deed must be taken into account in determining a fair basis for setting contributions to the Shared Costs and to ensure that a Member does not pay or receive money more than once in relation to the same expenditure.

MANAGEMENT STATEMENT

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9.6 Establishing Accounts

- (a) The Building Management Committee may establish 3 accounts for contributions to Shared Costs:
 - (i) a capital works fund to pay for renewals and replacement of Shared Facilities;
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs; and
 - (iii) a plaza management fund if the Plaza Deed requires the Building Management Committee to contribute to the Plaza management costs.
- (b) The Building Management Committee must levy the first contribution within 1 month after the date on which practical completion of the Building has occurred.
- (c) The Building Management Committee must budget and levy sufficient contributions for its funds under **clause 9.6(a)** to comply with its obligations under this Statement.

9.7 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in **clause 9.2(a)**, the Building Management Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Building Management Committee must open a bank/building society account and pay into it all amounts received under this **clause 9**. Withdrawals from that account must only be used for purposes permitted under this Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Building Management Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Building Management Committee may:
 - (i) credit it to one of the Building Management Committee's accounts; or



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- (ii) pay it to the Members in shares decided by the Building Management Committee.

9.8 Dealing with surplus funds

If there are surplus funds in any fund established under **clause 9.6**, the Building Management Committee may distribute it between the Members in the shares decided by the Building Management Committee.

9.9 Member in Default

- (a) If a Member fails to pay a contribution imposed under either **clauses 9.3 or 9.4**, it will then be a Member in Default and:
 - (i) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Building Management Committee) as a debt due and owing; and
 - (ii) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered without deduction of any costs or expenses incurred in such recovery and the Building Management Committee will decide what proportion of interest at the Default Rate payable under **clause 9.8(a)** (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;
- (b) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Building Management Committee.

10. ALTERATIONS TO SHARED FACILITIES & SHARED COSTS

10.1 Acknowledgment

- (a) The Members acknowledge that **Schedule 1** and **Schedule 2** may need to be amended if:
 - (i) additional Shared Facilities are identified;
 - (ii) any of the Shared Facilities are modified or replaced;
 - (iii) there are any alterations to the Building;
 - (iv) there are any variations in the usage of the Shared Facilities;
or
 - (v) changes to legislation require it.

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10.2 Alterations to Shared Facilities

The Building Management Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and such when carried out will be treated as amending **Schedule 1** and **Schedule 2** in the appropriate way.

10.3 Alterations to Shared Costs

The Building Management Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

11. TELECOMMUNICATIONS EQUIPMENT

11.1 The Members and Owners acknowledge that from time to time there may be located on the roof of the Building and at various locations throughout the Building telecommunications equipment including but not limited to aerials, antenna, microwave dishes together with associated cables, pipes and wires which must be installed with the approval of all the relevant statutory authorities.

11.2 The Members and Owners acknowledge that (except as permitted by the by-laws for the Residential Strata Scheme which give rights to the owner of Lot 291 in the Residential Strata Scheme) they may not derive any benefit or use from such telecommunications equipment and agree not to make any objection, requisition or claim in relation to that equipment.

12. SHARED FACILITIES AND USE

The Members acknowledge that Shared Facilities may at times come under conflicting demand by separate Members, Owners or Occupiers. The Strata Manager or Building Manager as relevant will be entitled to manage and co-ordinate the use of such Shared Facilities and prescribe terms and conditions for usage. Members, Owners and Occupiers entitled to use the Shared Facilities may only do so in accordance with any terms and conditions imposed.

13. EASEMENTS BENEFITTING THE BUILDING

13.1 During construction of buildings and registration of plans affecting the entire site of which the Building forms part (being the five buildings, the Plaza and St Leonards Railway Station, commonly collectively known as the Forum Development, St Leonards), certain easements were registered which benefit the entire Building, but which were only intended to benefit certain of the Stratum Lots. Releases of these easements may be registered, but the Members all acknowledge and agree that:

- (a) the Stratum Lots in the following table are the only Stratum Lots intended to be benefitted by the easements shown in the table; and

MANAGEMENT STATEMENT

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- (b) the Stratum Lot owners shown are the only parties entitled to use and enjoy the rights offered by the grant of the easement shown.

STRATUM LOT ENTITLED TO USE	NATURE OF EASEMENT	LOCATION
Residential :Lot	Easement for Carparking RS1 – for visitor parking only	Under Building 5
Retail Lot	Easement for Carparking R2	Under Building 5
Commercial One Lot	Easement for Carparking C2	Under Building 5
Retail Lot	Easement for Restricted Recreation	Plaza

14. DEFINITIONS AND INTERPRETATION

14.1 Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes Management Act 1996 as appropriate;

Building means the building contained within and on the land comprised in folio identifiers 21, 22, 23 and 25/1034099 at Herbert Street, St Leonards;

Building 1 means the structure within the Building that comprises the envelope comprising the Residential Stratum Lot;

Building 5 means the commercial building on the eastern side of the Plaza, presently known as the Cisco Systems building, being the land in Folio Identifier 15/1017606;

Building Management Committee means the committee established under clause 2.1 as required by the Act;

Building Manager is the person for the time being appointed by the Building Management Committee under clause 7.2;

Commercial One Lot means stratum Lot 23 in deposited plan 1034099;

Commercial One Member means the owner from time to time of the Commercial One Lot;

MANAGEMENT STATEMENT

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Commercial Two Lot means stratum Lot 25 in deposited plan 1034099;

Commercial Two Member means the owner from time to time of the Commercial Two Lot;

Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or such rate as set by the Commonwealth Bank of Australia in place of that rate;

Easements means the easements defined in the Plaza Deed or the easements benefiting or burdening any lot of which a Member is the owner;

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance;

Member means each of the Residential Owners Corporation, and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme as appropriate;

Member in Default means a Member which fails or has failed to comply with its obligations as prescribed under **clause 9.9** and who will have no voting rights at meetings of the Building Management Committee unless it has satisfied those obligations before the date of notice for such a meeting;

Ordinary Resolution means a resolution referred to in **clause 3.9**;

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate;

Owner means an owner of a Strata Lot;

Plaza means the land known as the "Plaza and Associated Areas" referred to in the Plaza Deed;

Plaza Deed means the deed between Winten Developments Pty Limited and State Rail Authority of New South Wales dated 31 January 2000 and entered in the register at the Land & Property Information NSW as Book 4267 No. 24 as replaced, varied or modified from time to time;

Residential Lot means Lot 21 in the Stratum Plan;

Residential Owners Corporation means the owners corporation of the Residential Strata Scheme;

Residential Strata Plan means the strata plan subdividing Stratum Lot 21 in deposited plan 1034099 into lots and common property under the Act;

Residential Strata Scheme means the strata scheme constituted on registration of the Residential Strata Plan with this Statement;

Retail Lot means Stratum Lot 22 in deposited plan 1034099;

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Retail Member means the owner from time to time of the Retail Lot;

Schedule means either **Schedule 1, 2 or 3** of this Statement as varied or amended in accordance with this Statement;

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in **Schedule 2**;

Shared Costs means all expenses referred to in **clause 9** incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members in accordance with **Schedule 2** including but not limited to:

- (a) operation, maintenance and repair costs;
- (b) renewal, renovation and replacement costs;
- (c) Insurances;
- (d) fees payable to the Strata Manager or Building Manager; and
- (e) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items referred to in **Schedule 1**;

Statement means this strata management statement;

Strata Manager means the strata managing agent for the time being appointed by the Building Management Committee under **clause 7.1**;

Strata Lots means the lots created by the Residential Strata Plan;

Strata Scheme means the Residential Strata Scheme;

Stratum Lot means either stratum lot 21, 22, 23 or 25 in deposited plan 1034099;

Unanimous Resolution means a resolution of the Building Management Committee in favour of which all votes of the Member's representatives attending and entitled to vote are cast.

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14.2 Interpretation

In this Statement, unless the contrary intention appears the following applies.

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;
 - (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this Statement.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- (f) As far as possible all provisions of this Statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
 - (i) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.

MANAGEMENT STATEMENT

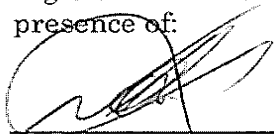
SP67702

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- (ii) If any provision or part of this Statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Statement will not be affected or impaired.

EXECUTED as follows

SIGNED SEALED AND DELIVERED)
on behalf of WINTEN)
DEVELOPMENTS PTY LIMITED by)
its attorney under power of attorney)
registered book 4167 no 844 in the)
presence of:)



Signature of witness

NICHOLAS JOHN CROSS OF LEVEL 13

71 CASTLEBRIDGE ST, SYDNEY
Name of witness - please print
(SOLICITOR)

Address of witness



Signature of attorney

ROSLYN FORREST

Name of attorney - please print

THE COMMON SEAL of WESTPAC)
BANKING CORPORATION was)
affixed in the presence of:)

Secretary/Director



Please print

Director

Please print

SIGNED, SEALED AND DELIVERED
for and on behalf of
WESTPAC BANKING CORPORATION
ARBN 007 457 141

by HELEN SMITH
and GRAHAME PEATE
Its duly constituted Attorneys

WITNESS  9/5/02

47 Bank St North Sydney

1219899.5 RZF RZF

WESTPAC BANKING CORPORATION
by its Attorney

who hereby respectively state that the time of the executing the instrument they have no notice of the revocation of the Power of Attorney registered in the office of the Register General Numbered 390 Book 4047 under the authority of which they have executed this instrument.



Senior Chief Manager
Westpac Banking Corporation

Manager Legal
Westpac Banking Corporation

REGISTERED




4.06.2002

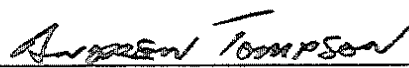
MANAGEMENT STATEMENT

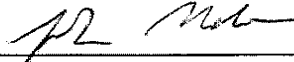
Sheet 20 of 28 pages

SIGNED SIGNED & DELIVERED for
and on behalf of
~~THE COMMON SEAL of CBA~~ (NSW)
CORPORATE SERVICES/PTY
LIMITED was affixed in the presence
of:

by its attorney under power
of attorney No 638 Book 4252



Secretary/Director Witness

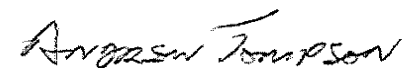

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North Sydney

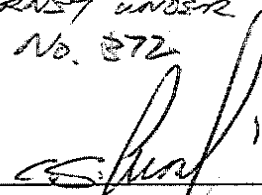

Director Attorney

John Malone
Please print Chief Manager

SIGNED SIGNED & DELIVERED FOR AND ON BEHALF
~~THE COMMON SEAL of BOVIS~~
LEND LEASE PTY LIMITED was BY ITS ATTORNEY UNDER
POWER OF ATTORNEY affixed in the presence of: Book 4347 No. 872

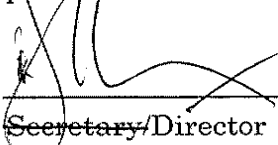

Secretary/Director WITNESS



Please print 47 BANK ST
NORTH SYDNEY


Director Attorney

Corin Lums
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EXECUTED BY
~~THE COMMON SEAL of MOLAKI~~
PTY LIMITED was affixed in the IN ACCORDANCE WITH SECTION 127 OF
presence of: CORPORATIONS Act 2001

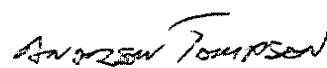

Secretary/Director


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Director

DAVID ROTHWELL
Please print

WITNESS
WITNESS


47 Bank St
North Sydney

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MANAGEMENT STATEMENT

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~~THE COMMON SEAL of WESTPAC~~
~~ADMINISTRATION PTY LIMITED~~
was affixed in the presence of:

Secretary/Director

Director

Please print

Please print

MANAGEMENT STATEMENT

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SCHEDULE 1

LIST OF SHARED FACILITIES FORUM WEST

ITEM	SHARED FACILITY	LOCATION WITHIN BUILDING
1	Sprinkler, hydrant, EWIS, fire extinguishers and fire control room	Throughout entire development.
2a	Loading Dock General	Herbert Street
2b	Roller doors and monitors	Herbert Street
2c	Boom gates to car park	Herbert Street
3a	Commercial garbage room	Herbert Street.
3b	Residential garbage room	
4	OSD Tank and Equipment	Plaza level
5a	External lighting	External lighting is provided from the house services section of the distribution board
5b	Car park lighting	Throughout the car parks of the building
6a	Commercial/Retail Main telephone distribution frame	Herbert Street
6b	Residential Main telephone distribution frame	Herbert Street
7a	Commercial/Retail Main switchboard	Herbert Street
7b	Residential Main Switchboard	
8	Access control and intruder detection system	Residential lobby
9a	Residential Cold Water	Herbert Street.
9b	Cold Water to Retail and Childcare Lots	Retail, Estate Manager's Office and Childcare

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ITEM	SHARED FACILITY	LOCATION WITHIN BUILDING
10a	Residential A/C	Residential high rise
10b	General A/C	Throughout entire development.
10c	Car park ventilation	Basement levels 1-5
10d	Loading Dock Ventilation	Herbert Street
11	Goods lift	Basement level 1 – Mezzanine below residential tower
12a	Residential Mail room	
12b	Commercial/Retail Mail room	Herbert Street
13	Plaza Deed	General
14	Rock Bolts	Building perimeter
15	Management fees and costs	General

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SCHEDULE 2

SHARED COSTS FOR SHARED FACILITIES FORUM WEST

OC = Residential Owners Corporation

C1 = Commercial One Member

C2 = Commercial Two Member

R = Retail Lot Member

The percentages in this Schedule 2 are the proportions of the total cost due and payable by each Member (Shared Cost).

Item	Shared Facility (Building 6)	OC	R R	C1 C1	C2 C2	Method of allocation (See Schedule 3)
1	Sprinkler, hydrant, EWIS, fire extinguishers and fire control room	73%	3%	23%	1%	2
2a	Loading Dock General	51%	24%	24%	1%	6
2b	Roller doors and monitors	51%	24%	24%	1%	5
2c	Boom gates to car park	82%	0%	18%	0%	6
3a	Commercial garbage room	0%	50%	45%	5%	5
3b	Residential garbage room	100%	0%	0%	0%	5
4	OSD Tank and Equipment	69%	3%	27% 26%	2%	6
5a	External lighting	69%	3%	27% 26%	2%	6

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Item	Shared Facility (Building 6)	OC	R EE	C1 E2	C2 E	Method of allocation (See Schedule 3)
5b	Car park lighting	82%	0%	18%	0%	4
6a	General Main telephone distribution frame	0%	9%	85%	6%	6
6b	Residential Main telephone distribution frame	100%	0%	0%	0%	5
7a	General Main switchboard	0%	9%	85%	6%	6
7b	Residential Main Switchboard	100%	0%	0%	0%	5
8	Access control and intruder detection system	69%	3%	27% 26%	2%	6
9a	Residential Cold Water	100%	0%	0%	0%	5
9b	Cold Water to Retail and Childcare Lots	0%	Item 7 (sche dule 3)	0%	Item 7 (sche dule 3)	7
10a	Residential A/C	100%	0%	0%	0%	5
10b	General A/C	4%	10%	81%	5%	6
10c	Car park ventilation	82%	0%	18%	0%	4
10d	Loading Dock Ventilation	51%	24%	24%	1%	5
11	Goods lift	60%	20% 60%	20%	20% 20%	5

MANAGEMENT STATEMENT

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Item	Shared Facility (Building 6)	OC	R R	C1 C1	C2 C2	Method of allocation (See Schedule 3)
12a	Residential Mail room	100%	0%	0%	0%	5
12b	General Mail room	0%	9%	85%	6%	6
13	Plaza Deed	69%	3%	27% 26%	2%	6
14	Rock Bolts	69%	3%	27% 26%	2%	6
15	Management fees and costs	69%	3%	27% 26%	2%	6

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SCHEDULE 3

METHODS OF ALLOCATION

1.	As per separate meter readings where separately metered. If not metered, the estimated proportion of the use by or benefit of the Shared Facility to each Member.
2.	The relative proportion of the total number of sprinkler heads in the Stratum Lot.
3.	The relative proportion of the total number of water closets in the Stratum Lot.
4.	The total number of car spaces in the Stratum Lot.
5.	The estimated proportion of the use and benefit of the Shared Facility by each Member.
6.	The relative Gross Floor Area of the Stratum Lot using the Shared Facility.
7.	Cold water mains supply to Retail Lot and Commercial Two Lot is metered by Sydney Water at point of connection to Retail Lot only but a sub-meter exists at the connection point from Retail Lot to Commercial Two Lot. The Commercial Two Lot Member shall contribute towards the cost of cold water mains supply based upon sub-meter readings and cost calculations carried out by the Building Manager. Payment transfer from the Commercial Two Lot to the Retail Lot will be arranged by the Building Manager and/or Strata Manager through Shared Cost procedures.

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2.	MANAGEMENT OF THE BUILDING	1
3.	MEETING PROCEDURES	3
4.	RIGHTS AND OBLIGATIONS	5
5.	DISPUTE RESOLUTION.....	7
6.	SERVICE OF NOTICES.....	8
7.	STRATA MANAGER AND BUILDING MANAGER	9
8.	INSURANCE	10
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Form: 11R
Release: 4.4

REQUEST

New South Wales
Real Property Act 1900



AQ804467P

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No.

(B) TORRENS TITLE

CP/SP67702, CP/SP72134, CP/SP73564, CP/SP76555

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

1024D

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

McCormacks Solicitors
Suite 5.01, Level 5, 151 Castlereagh Street
Sydney NSW 2000 LLPN: 123732S

Email:

michael@mccormacks.com.au

Reference:

206-297

CODE

R

(E) APPLICANT

Owners Corporations SP67702, SP72134, SP73564, SP76555

(F) NATURE OF REQUEST

Amendment of Strata Management Statement

Strata Schemes Development Act, 2015 - Section 103

(G) TEXT OF REQUEST

See Annexure "A" attached.

DATE

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

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Signature of applicant:

Name of witness: SEE SIGNING PAGES

Address of witness:

- (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

eNOS 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.

**THIS IS PAGE 2 OF 7 PAGES FORMING THE ANNEXURE A TO THE REQUEST TO AMEND THE STRATA
MANAGEMENT STATEMENT FILED WITH SP67702, SP72134, SP73564, SP76555**

- A. That Schedule 2 of the Strata Management Statement (SMS) filed with Strata Plan 72134 be amended pursuant to clauses 3.10 and 10.1 of the SMS by the addition of the following items to the Schedule:

Item	Shared cost	Lot 21	Lot 22	Lot 23	Lot 25
16	Accountancy/ Audit	69%	3%	26%	2%
17	Administration Expenses	69%	3%	26%	2%
18	Building Management	69%	3%	26%	2%
19	Professional/Legal Fees	69%	3%	26%	2%
20	Insurance Valuation	69%	3%	26%	2%
21	Other Security Services	69%	3%	26%	2%
22	Car park pumps and pits	82%	0	18%	0

- B. That the SMS be amended pursuant to clause 3.10 as follows:

- (a) That clause 3.1(b) be deleted and replaced with the following:

"3.1(b) 7 days' notice of a meeting with an agenda must be given by the Building Management Committee to the Members but, in the case of an emergency, shorter notice may be given. The Building Management Committee must deal only with the matters on the agenda for a meeting."

- (b) That the following clause be added to the SMS immediately following clause 6.1:

"6.1.2 In addition to the methods of service specified in clause 6.1, notices referred to in clause 6.1 may be forwarded by email to an address provided by the Member to the Strata Manager and shall be deemed to have been received on production of a sent report from the computer from which the email was forwarded."

- (c) That the following clause be added to the SMS:


"10.4 In the event that a false fire alarm is triggered, within a members lot, (that is not a Shared Facility) then the fee payable be charged to the members lot and the strata managing agent be authorised to levy the charges to the members levy account."



**THIS IS PAGE 3 OF 9 PAGES FORMING THE ANNEXURE A TO THE REQUEST TO AMEND THE STRATA
MANAGEMENT STATEMENT FILED WITH SP67702, SP72134, SP73564, SP76555**

Signing Page

The Common Seal of the **Owners Strata Plan 67702** was hereunto affixed on 20 **November 2020** in the presence of **Hugh McCormack** being the person(s) authorised by Section 273 of the Strata Schemes Management Act 2015, to attest the affixing of the seal.



Signature

Strata Manager
Office Held

THIS IS PAGE 4 OF 9 PAGES FORMING THE ANNEXURE A TO THE REQUEST TO AMEND THE STRATA
MANAGEMENT STATEMENT FILED WITH SP67702, SP72134, SP73564, SP76555

The Common Seal of the Owners Strata Plan 72134 was hereunto affixed on 26/11/2020
in the presence of Derek McKinstry being the person(s) authorised by Section 273 of the
Strata Schemes Management Act 2015, to attest the affixing of the seal.

D M V
Signature
DYNAMIC PROPERTY SERVICES
Office Held

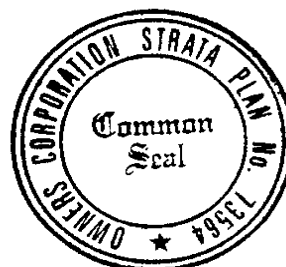


**THIS IS PAGE 5 OF 9 PAGES FORMING THE ANNEXURE A TO THE REQUEST TO AMEND THE STRATA
MANAGEMENT STATEMENT FILED WITH SP67702, SP72134, SP73564, SP76555**

The Common Seal of the Owners Strata Plan 73564 was hereunto affixed on 17/11/20 ~~2020~~
in the presence of Daniel Goodwin being the person(s) authorised by Section 273 of the
Strata Schemes Management Act 2015, to attest the affixing of the seal.

D. Goodwin
Signature

Managing Agent
Office Held



The Common Seal of the Owners Strata Plan 76555 was hereunto affixed on 17/11/20 ~~2020~~
in the presence of Daniel Goodwin being the person(s) authorised by Section 273 of the
Strata Schemes Management Act 2015, to attest the affixing of the seal.

D. Goodwin
Signature

Managing Agent
Office Held



Approved Form 13

Certificate of Owners Corporation

Special Resolution

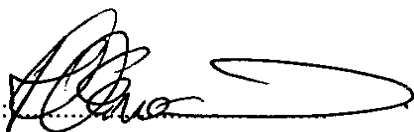
The owners corporation certifies that on 23 October 2017, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 67702 was affixed on ~~30~~ 30 September 2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: _____



Name: Hugh McCormack



Authority: Strata Manager

^ Insert appropriate date

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 6 November 2019, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

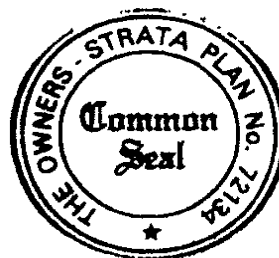
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 72134 was affixed on26/11/2020
in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:.....

Name:

Authority: DYNAMIC PROPERTY SERVICES
STRATA MANAGING AGENT



^ Insert appropriate date

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 10 October 2019, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

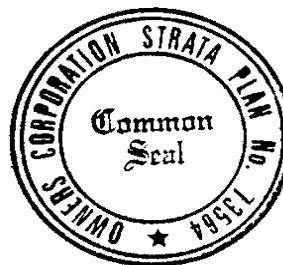
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 73564 was affixed on17/11/20..... 2020
in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: D. Gut

Name: Daniel Goodwin

Authority: Managing Agent



^ Insert appropriate date

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 25 June 2019, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

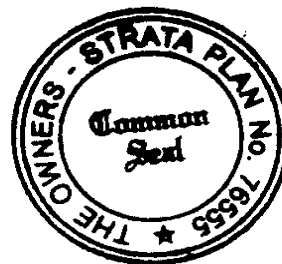
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 76555 was affixed on17/11/..... 2020
in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

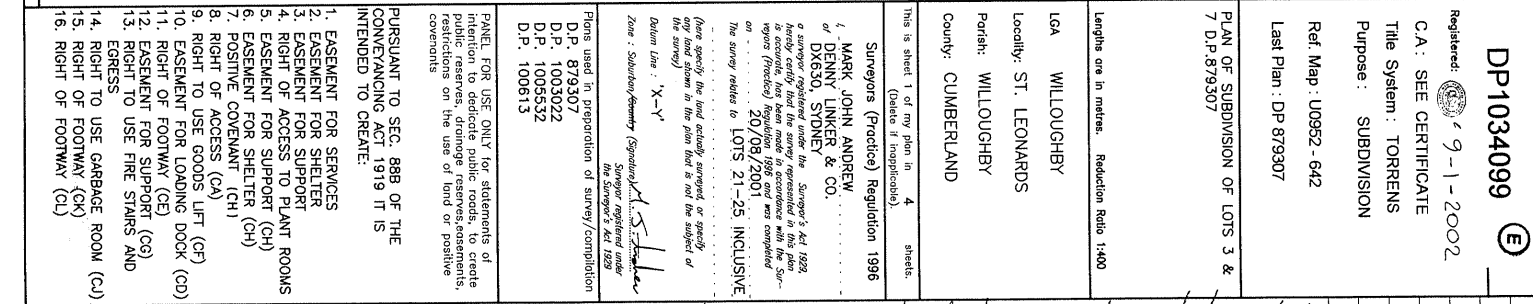
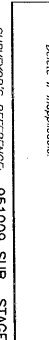
Signature:.....

Name:.....

Authority:.....



^ Insert appropriate date



FOR SURVEY INFORMATION SEE SHEET 1

SEE SHEET 3

Registered: 49-1-2002
This is sheet 3 of my plan in 4 sheets
dated 20/8/2001

D.P. 1015776

D.P. 1015776

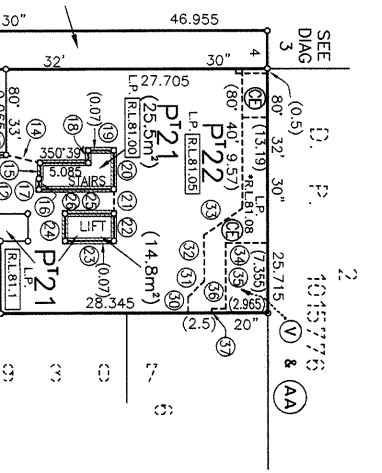
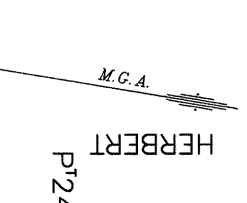
Surveyor registered under Surveyors Act 1929
A.S. Andrew

No.	BEARING	DISTANCE
1	323.35	3.915
2	292.02	3.92
3	267.99	0.645
4	270.29	3.27
5	257.14	5.595
6	80.33	4.14
7	80.44	2.665
8	66.49	0.675
9	336.50	0.675
10	260.33	2.06
11	170.33	1.85
12	80.33	1.905
13	170.33	2.47
14	343.50	3.405
15	280.33	1.655
16	280.33	1.145
17	280.33	1.295
18	280.33	1.295
19	350.33	2.7
20	80.33	4.095
21	80.33	2.54
22	80.33	2.87
23	170.33	5.16

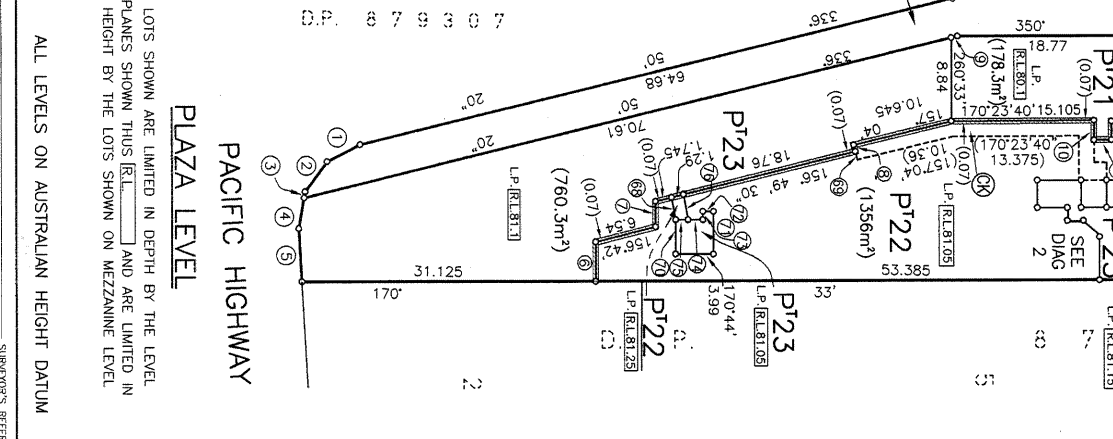
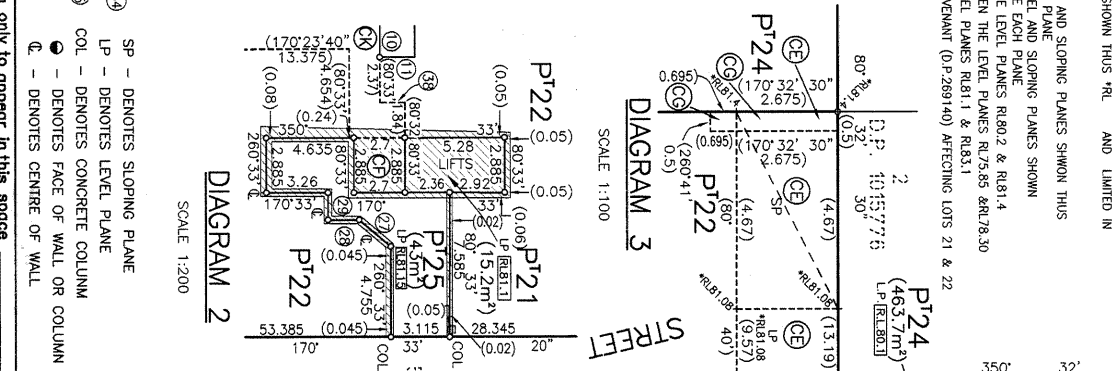
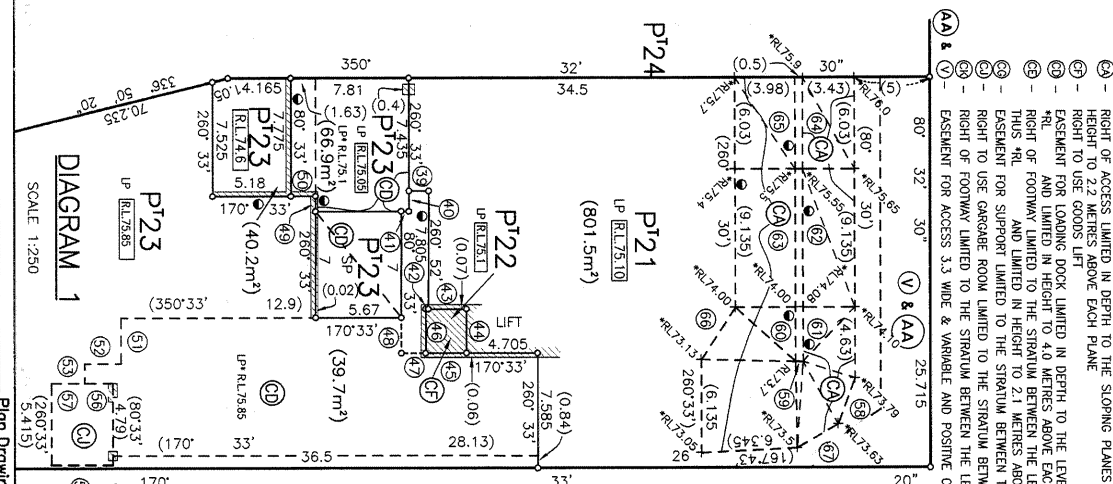
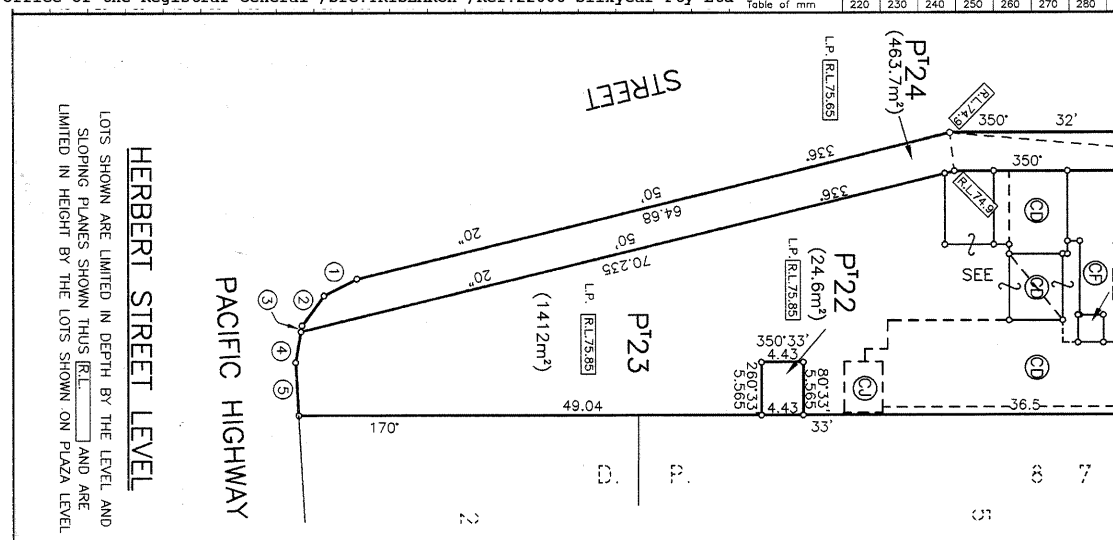
No.	BEARING	DISTANCE
24	260.33	2.87
25	350.33	5.16
26	170.33	7.93
27	220.23	2.17
28	170.33	1.655
29	260.33	1.44
30	260.33	1.71
31	30.45	2.415
32	260.50	4.76
33	316.01	4.95
34	170.31	4.85
35	80.33	6.855
36	170.33	1.66
37	80.33	1.325
38	170.33	1.325
39	170.33	1.325
40	260.33	1.35
41	350.33	0.515
42	350.33	0.165
43	350.33	2.535
44	80.33	2.885
45	170.33	2.7
46	260.33	2.885

No.	BEARING	DISTANCE
47	170.33	1.615
48	260.33	2.33
49	260.33	1.01
50	170.33	1.625
51	80.33	2.99
52	170.33	2.4
53	80.33	1.3
54	80.33	0.625
55	170.30	4.06
56	350.30	2.055
57	350.30	1.655
58	100.31	0.23
59	170.33	3.54
60	260.33	9.135
61	80.30	9.135
62	80.30	9.135
63	260.31	6.03
64	80.30	6.03
65	260.31	6.03
66	293.57	4.1
67	140.23	3.145
68	70.02	2.395
69	66.49	0.9

No.	BEARING	DISTANCE
70	260.44	3.58
71	80.44	4.46
72	350.44	1.12
73	350.44	0.88
74	350.44	1.575
75	350.44	1.3
76	70.18	2.71



Authorized Person/General Manager/Associate
For use where space is insufficient in any panel on Plan Form 2.



Reduction Ratio 1: 400

DP1034099

Registered: 9-1-2002

This is sheet 4 of my plan in 4 sheets dated 20/8/2001

Surveyor registered under Surveyors Act 1928

This is sheet 4 of the plan of sheets covered by subdivision certificate No. 1034099

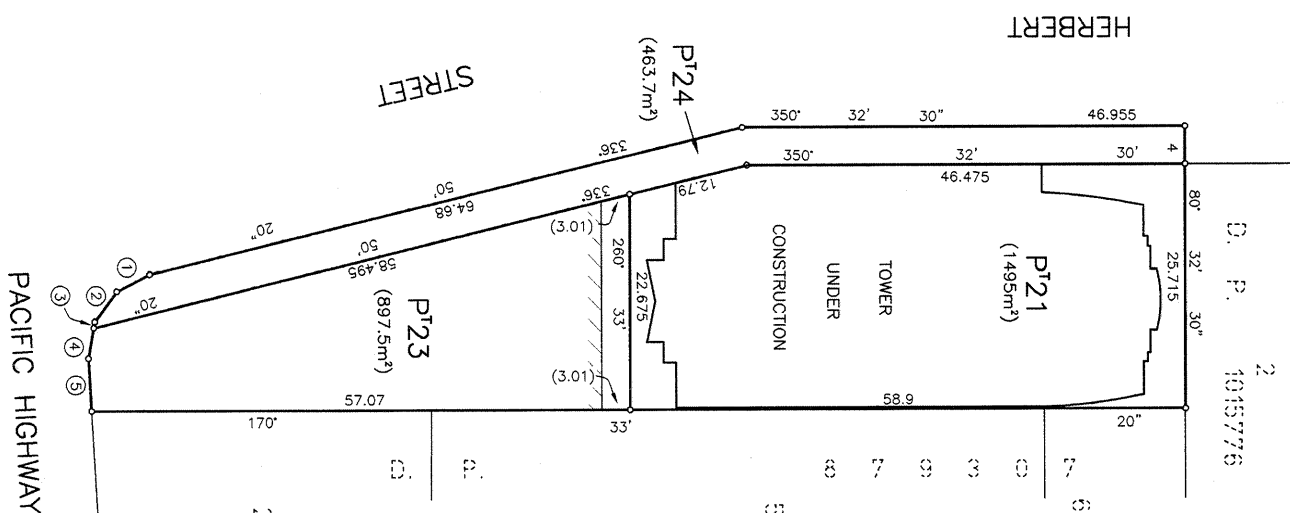
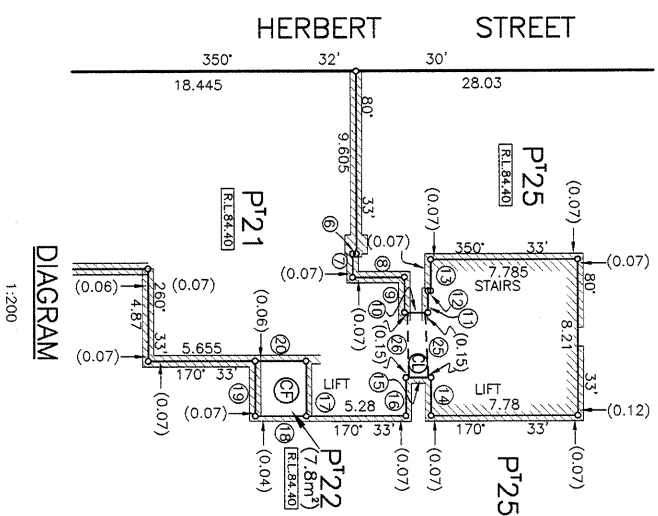
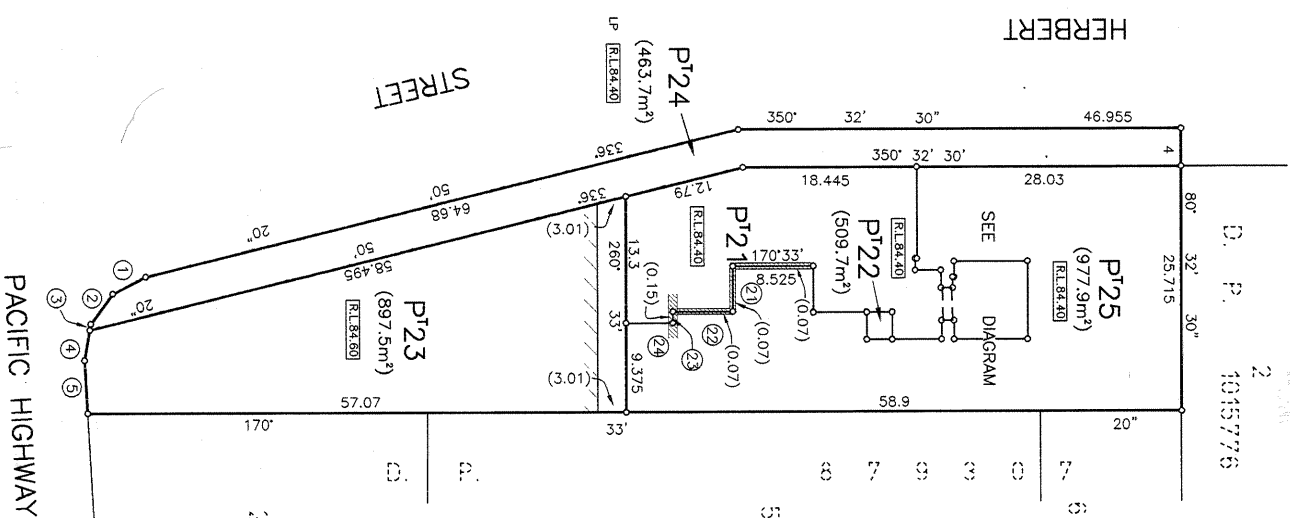
Authorised Person/General Manager/Executive Director

For use where space is insufficient in any panel on Plan Form 2.

FOR SURVEY INFORMATION SEE SHEET 1

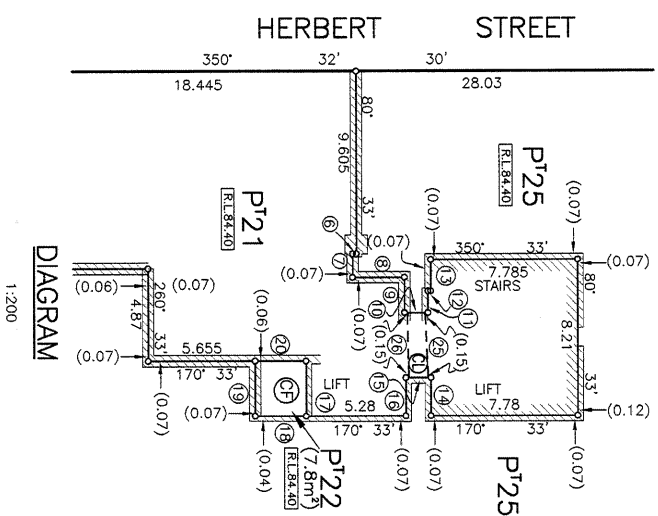
SHORT LINES

No.	BEARING	DISTANCE
1	323.35	3.915
2	297.02	3.92
3	270.29	0.645
4	270.29	3.27
5	257.14	5.595
6	170.33	0.2
7	80.33	1.235
8	350.33	2.745
9	80.33	1.87
10	350.33	1.24
11	260.33	1.145
12	350.33	0.145
13	260.33	1.655
14	260.33	2
15	170.33	1.325
16	80.33	2.885
17	80.33	2
18	170.33	2.7
19	260.33	2.885
20	350.33	2.7
21	80.33	4.76
22	170.33	6.355
23	80.33	1.2
24	170.33	4.96
25	78.01	3.415
26	259.27	3.41



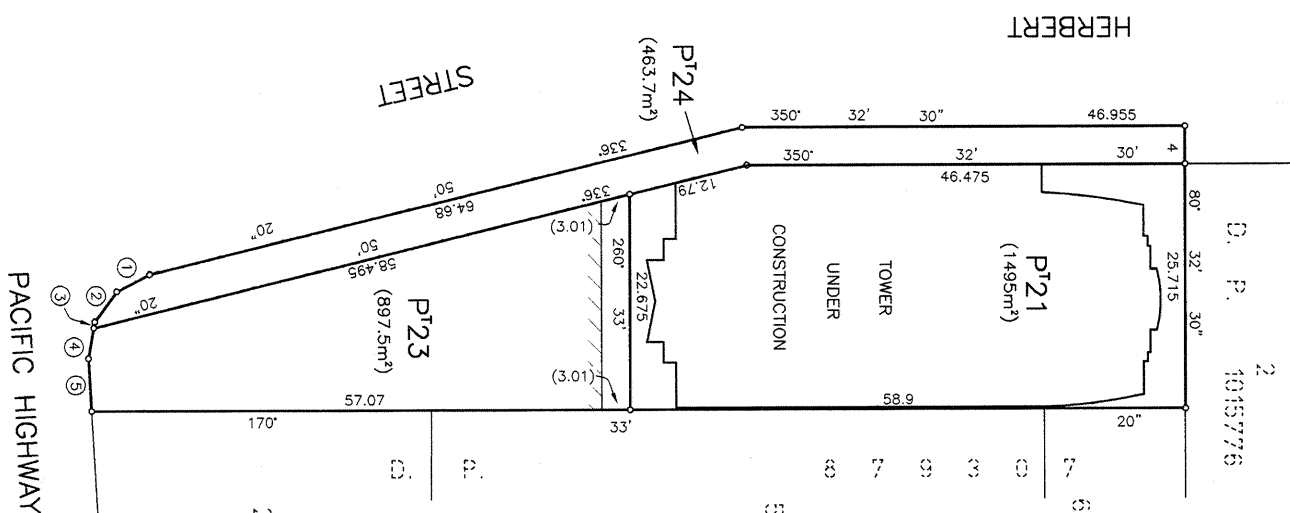
MEZZANINE LEVEL

LOTS SHOWN ARE LIMITED IN DEPTH BY THE LEVEL PLANES SHOWN THUS R.L. 84.45 AND ARE LIMITED IN HEIGHT BY THE LEVEL PLANES SHOWN ON LEVEL 1 AND ABOVE



LEVEL 1 AND ABOVE

LOTS SHOWN ARE LIMITED IN DEPTH BY THE LEVEL PLANE R.L. 87.90 AND ARE UNLIMITED IN HEIGHT



ALL LEVELS ON AUSTRALIAN HEIGHT DATUM

Plan Drawing only to appear in this space

Reduction Ratio 1: 400

SURVEYOR'S REFERENCE: 951009 SUB STAGE 6 (FORUM WEST)

DP1034099

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: Plan of Subdivision of Lots 3 and 7 DP879307
 covered by Council's Certificate No

Full name and address of the owner of the land: Winten Developments Pty Limited ACN 003 811 309 of Level 10, 61 Lavender Street, Milsons Point

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify 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 Services	21 22 23 25	22, 23, 25 21, 23, 25 21, 22, 25 21, 22, 23
2	Easement for Shelter	21 22 23 25	22, 23, 25 21, 23, 25 21, 22, 25 21, 22, 23
3	Easement for Support	21 22 23 25	22, 23, 25 21, 23, 25 21, 22, 25 21, 22, 23
4	Right of Access to Plant Rooms	21 22 23 25	22, 23, 25 21, 23, 25 21, 22, 25 21, 22, 23
5	Easement for Support (CH)	21	24
6	Easement for Shelter (CH)	21	24
7	Positive Covenant (CH)	21	Willoughby Council
8	Right of Access (CA)	21	23
9	Right to Use Goods Lift (CF)	22	23, 25

DP1034099

Number of item shown in the intention panel on the plan:	Identify 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:
10	Easement for Loading Dock (CD)	23	21, 22, 25
11	Right of Footway (CE)	22	Willoughby Council
12	Easement for Support (CG)	22	Willoughby Council
13	Right to Use Fire Stairs & Egress	21 22 23 25	22, 23, 25 21, 23, 25 21, 22, 25 21, 22, 23
14	Right to Use Garbage Room (CJ)	23	22, 25
15	Right of Footway (CK)	22	23
16	Right of Footway (CL)	21	25

Part 2 (Terms)

Interpretation

In this instrument, unless a contrary intention appears:

Benefited Lot includes each and every part of the Benefited Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Burdened Lot includes each and every part of the Burdened Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Benefited Owner means the owner for the time being of the Benefited Lot, its respective successors, transferees, assigns and all persons authorised by it, any person who is entitled to an estate or interest in the Benefited Lot and includes the Council (for purposes strictly limited to the easement and positive covenant in items 5, 6 and 7 of this instrument) or an Owners Corporation if the Benefited Lot is converted to strata title.

Burdened Owner means the owner for the time being of the Burdened Lot, its respective successors, transferees, assigns and any person authorised by it, any person who is entitled to an estate or interest in the Burdened Lot and includes an Owners Corporation if the Burdened Lot is converted to strata title.

Council means Willoughby City Council.

Easement Site means the site of the relevant easement shown so burdened on the Plan.

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Owners Corporation means an owner's corporation under the Strata Schemes Management Act 1996 created on the strata subdivision of any lot.

If any legislation referred to in this instrument is repealed or amended in any manner so as to affect the obligations of the Owners (or and Owners Corporation) under that legislation, then for the purposes of this instrument, the legislation must be treated as not having been repealed or amended.

1. Terms of Easement for Services numbered one in the Plan:

1.1 Full, free and unimpeded right for the Benefited Owner to have within the Easement Site uninterrupted passage across and through the Easement Site of any existing service and the right to use services and to install new or replacement services reasonably necessary for the use and enjoyment of the Benefited Lot in reasonable places within the Easement Site, including, without limitation, electricity, gas, water, telephone, sewerage, drainage, garbage, air, television, radio and electronic signals, fire alarm systems, security systems, mechanical and air conditioning systems and other communication facility and do anything reasonably necessary for that purpose including:

- (a) enter the Burdened Lot with or without equipment and vehicles; and
- (b) carry out work on the Easement Site including laying cables, wires and conduits and repairing, maintaining and replacing those cables, wires and conduits.

1.2 For the avoidance of doubt, this easement is not limited to the services installed within the Easement Site at the date of registration of the Plan. Additional services are intended to and may be added or installed within the Easement Site or connected to any existing pipes or conduits during any construction, renovation, refurbishment or fitting out of any structure or replacement structure on any Benefited Lot.

2. Terms of Easement for Shelter numbered two in the Plan:

2.1 For the purposes of this easement, **Burdened Structure** means the walls, floors, ceilings, columns and other structures erected within that part of the Burdened Lot marked Easement for Shelter on the Plan which structures may become common property on registration of a strata plan subdividing any Burdened Lot and this expression includes any variation or replacement from time to time

2.2 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, an Easement for Shelter over that part of the Burdened Lot, to give shelter to the building and other improvements situated on the Benefited Lot and any part of it which is capable of taking shelter from the Burdened Structure subject to the following conditions.

2.3 The Benefited Owner has the right to enter on the Burdened Lot and also to remain there for the reasonable time necessary (with any tools, implements and machinery scaffolding or other materials necessary) for the purpose of installing,



DP1034099

inspecting, cleaning, repairing, maintaining or renewing or making good any part of the Burdened Structure which are located on the Burdened Lot (**Works**).

- 2.4 Except in the case of emergency, the Benefited Owner must not enter on the Burdened Lot without first giving the Burdened Owner at least 14 days written notice of the intention to enter and carry out the Works permitted by this easement and, also in that notice, give the Burdened Owner a general indication of the nature and extent of the Works intended to be undertaken.
- 2.5 The Benefited Owner must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of the Improvements and is responsible for and must punctually pay for the cost of the Works.
- 2.6 When exercising this right the Benefited Owner:
 - (a) must take all reasonable precautions to ensure as little disturbance as possible to the Burdened Lot and will restore the Burdened Lot as nearly as practicable to its original condition and make good any collateral damage, both at its own cost; and
 - (b) enters the Burdened Lot s at his or her own risk and releases the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors from all actions or claims of whatever nature (including death or personal injury) and however caused, except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.
- 2.7 The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's employees, servants or agents contractors or subcontractors from and against all claims and actions of whatever nature arising from:
 - (a) any Works;
 - (b) the exercise or purported exercise of any rights granted by this easement; and
 - (c) any act or omission by the Benefited Owner and that owner's employees, servants or agents contractors or subcontractors or licensees

except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

The parties authorised to vary release or modify

The Benefited Owner and the Burdened Owner, acting jointly.



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3. Terms of Easement for Support numbered three in the Plan:

- 3.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, an Easement for Support over the Easement Site, to permit and suffer the building and other improvements situated on the Benefited Lot (the **Improvements**, which expression includes any variation or replacement from time to time) to be supported vertically and horizontally by the soil of the Burdened Lot and by all pillars, beams, columns, slabs and walls standing for the being in, on or above or across the soil of the Burdened Lot or any part of them, subject to the following conditions.
- 3.2 The Benefited Owner has the right to enter on the Burdened Lot and also to remain there for the reasonable time necessary (with any tools, implements and machinery scaffolding or other materials necessary) for the purpose of installing, inspecting, cleaning, repairing, maintaining or renewing or making good any part of the Improvements which are located on the Burdened Lots (**Works**).
- 3.3 Except in the case of emergency, the Benefited Owner must not enter on the Burdened Lot without first giving the Burdened Owner at least 14 days written notice of the intention to enter and carry out the Works permitted by this easement and, also in that notice, give the Burdened Owner a general indication of the nature and extent of the Works intended to be undertaken.
- 3.4 The Benefited Owner must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of the Improvements and is responsible for and must punctually pay for the cost of the Works.
- 3.5 When exercising this right the Benefited Owner:
 - (a) must take all reasonable precautions to ensure as little disturbance as possible to the Burdened Lot and will restore the Burdened Lot as nearly as practicable to its original condition and make good any collateral damage, both at its own cost; and
 - (b) enters the Burdened Lot s at his or her own risk and releases the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors from all actions or claims of whatever nature (including death or personal injury) and however caused, except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.
- 3.6 The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's employees, servants or agents contractors or subcontractors from and against all claims and actions of whatever nature arising from:
 - (a) any Works;
 - (b) the exercise or purported exercise of any rights granted by this easement; and

DP1034099

- (c) any act or omission by the Benefited Owner and that owner's employees, servants or agents contractors or subcontractors or licensees

except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

The parties authorised to vary release or modify

The Benefited Owner and the Burdened Owner, acting jointly.

4. Terms of Right of Access to Plant Rooms numbered four in the Plan:

- 4.1 The Benefited Owner has the full, free and unimpeded right to use the plant rooms located within the Easement Site for the purpose of use of and access to and from the plant rooms for the purpose of renewing, repairing, replacing or maintaining any plant or equipment located or to be located within the plant rooms which service the Benefited Lot at all times subject to the following conditions.
- 4.2 The Burdened Owner may:
- (a) impose reasonable security measures and requirements and operating controls and procedures to be observed by the Benefited Owner and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Burdened Lot; and
 - (b) temporarily suspend the use of a plant room, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.
- 4.3 Before exercising rights under **clause 4.2**, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to use of a plant room and act reasonably in suspending access to and use of that plant room.
- 4.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:
- (a) the person enters on the Burdened Lot at that persons own risk;
 - (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
 - (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot.



DP1034099

5. Terms of Easement for Support (CH) numbered five in the Plan:

Interpretation:

In this Easement for Support, and in Easement for Shelter numbered six in the Plan and the positive covenant numbered seven in the Plan:

Benefited Structure means the road, road base and footpath in Herbert Street located immediately above, and supported by, the Burdened Lot.

Burdened Structure means the walls, floors, ceilings, columns and other structures erected within the Easement Site which structures may become common property on registration of a strata plan subdividing the Burdened Lot.

Reserving to the Benefited Owner the right to have the Benefited Structure supported, upheld and maintained vertically by the soil of, and each structure on the Easement Site or any part of it which is capable of affording support on the following conditions, which conditions also constitute and are covenants and agreements by and between the Benefited Owner and the Burdened Owner with the intention and agreement that the benefit and burden of these covenants and agreements pass with the benefit and burden of this easement:

- (a) any Burdened Owner (whether or not it is an Owners Corporation) must maintain the structures erected on the Burdened Lot so that those structures are capable of providing the support required under this easement; and
- (b) the Benefited Owner may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this easement.

The parties authorised to vary release or modify

The Council

6. Terms of Easement for Shelter (CH) numbered six in the Plan:

Reserving to the Benefited Owner the right for the Benefited Lot to have the Burdened Structure give shelter to each structure on the Benefited Lot or any part of it which is capable of taking shelter from the Burdened Structure on the following conditions, which conditions also constitute and are covenants and agreements by and between the Benefited Owner and the Burdened Owner with the intention and agreement that the benefit and burden of these covenants and agreements pass with the benefit and burden of this easement:



DP1034099

- (a) the Burdened Owner must maintain the Burdened Structure so that it remains capable of providing the shelter required under this easement; and
- (b) the Benefited Owner may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this easement.

The parties authorised to vary release or modify

The Council

7. Terms of Positive covenant (CH) (under section 88E of the Conveyancing Act, 1919) numbered seven in the Plan:

7.1 The Burdened Owner covenants with the Council under section 88E of the Conveyancing Act 1919 to perform severally the following obligations in respect of the Burdened Lot:

- (a) the Burdened Owner must maintain, repair and keep the Burdened Structure in good and substantial repair and condition and must renew or replace the Burdened Structure if the Council is of the opinion (acting reasonably) that renewal or replacement is necessary to provide adequate support to the Benefited Structure;
- (b) the Burdened Owner must permit the Council (with any implements, machinery or tools necessary) to enter on and within the Burdened Lot and to remain there for any reasonable time for the purposes of inspecting the Burdened Structure and, if the Burdened Owner has not performed its obligations under **clause 7.1(a)**, repairing at the Burdened Owner's expense, maintaining, renewing or replacing the Burdened Structure to the standard as required by **clause 7.1(a)** and any costs of such repair, maintenance, renewal or replacement are payable on demand by the Burdened Owner to the Council;
- (c) the Burdened Owner must dedicate the Easement Site to the Council for the purposes of the Easement Site becoming part of the Herbert Street road reserve if any of the following occur:
 - (i) the Burdened Lot is redeveloped (other than in the course of complying with **clause 7.1(a)** or repairing or renewing Burdened Structures damaged or destroyed by fire, earthquake, flood, impact or other cause);
 - (ii) the Burdened Structures are demolished and not restored under **clause 7.1(a)** or as required by section 94(1) of the Strata Schemes Management Act 1996;
 - (iii) use of the Easement Site is changed from a utility area including carparking spaces, access ways, plant and equipment ancillary to the residential or serviced apartment uses in the building partly contained within the Burdened Lot;



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- (iv) the Burdened Owner with the consent of all other owners of the Burdened Lot applies to the Council for consent to subdivide all of its interest in that part of the Burdened Lot comprising common property from the remainder of the common property in any strata scheme registered in respect of the Burdened Lot; or
 - (v) any Owners Corporation that becomes proprietor of the Burdened Lot is wound up under section 51 or section 51A of the Strata Schemes (Freehold Development) Act 1973,
- (d) before dedication of the Easement Site under **clause 7.1(c)** the Burdened Owner must remove the Burdened Structure and make good the Burdened Lot so that it is capable of supporting and continuing to support the Benefited Structure and furnish the Council with a certificate from a qualified structural engineer certifying this. This obligation does not extend to removal of any part of the Burdened Structure if the Council consents to that part of the structure remaining in the Burdened Lot on the grounds that its retention within the Burdened Lot will not materially affect the capacity of the Burdened Lot to support the Benefited Structure;
- (e) the Burdened Owner must insure and keep insured the building (of which the Burdened Structure forms a part) including any insurance that may be required under the Strata Schemes Management Act, 1996;
- (f) the Burdened Owner indemnifies the Council (and its contractors, agents and employees) against all actions, claims, demands, losses, damages, costs and expenses incurred by the Council arising from the failure by the Burdened Owner to observe or perform an obligation imposed on that Burdened Owner by or under this covenant. This indemnity does not extend to actions, claims, demands, losses, damages, costs or expenses caused (or to the extent caused) by the wilful acts or negligence of the Council or its contractors, agents or employees.

7.2 This positive covenant applies only to the Easement Site.

8. Terms of Right of Access (CA) numbered eight in the Plan:

- 8.1 Full, free and unimpeded right for the Benefited Owner to go, pass and repass over the Easement Site at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs for the deaf or the blind) for the purpose of access to the Benefited Lot and to do anything reasonably necessary for the purpose including:
- (a) entering the Burdened Lot ; and
 - (b) taking anything onto the Burdened Lot.
- 8.2 The Burdened Owner acting reasonably may temporarily suspend the use of the Burdened Lot, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

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8.3 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that person's own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot .

9. Terms of Right to Use Goods Lift (CF) numbered nine in the Plan:

9.1 Any Benefited Owner has the full, free and unimpeded right to use the goods lift installed on the Easement Site for the purpose of moving goods and personnel to and from the Benefited Lot subject to the following conditions.

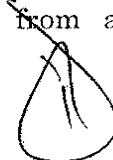
9.2 The Burdened Owner may:

- (a) impose reasonable security measures and requirements and operating controls and procedures to be observed by the Benefited Owner and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Burdened Lot; and
- (b) temporarily suspend the use of the goods lift, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

9.3 Before exercising rights under clause 9.2, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to and use of the goods lift and act reasonably in suspending access to and use of the goods lift.

9.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that persons own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and



DP1034099

against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot .

10. Terms of Easement for Loading Dock (CD) numbered ten in the Plan:

10.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, the Benefited Owner has the right to go pass and repass at all times and for all purposes with or without vehicles and otherwise without animals (other than guide dogs for the deaf or the blind) over that part of the Easement Site for the purpose of access to the Benefited Lot and for the purpose of loading and unloading goods, plant, equipment, furnishings and chattels and to do anything reasonably necessary for that purpose including;

- (a) entering the Burdened Lot; and
- (b) taking anything onto the Burdened Lot.

10.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that persons own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot .

11. Terms of Right of Footway (CE) numbered eleven in the Plan:

11.1 Full, free and unimpeded right for the Council and persons authorised by the Council (including without limitation members of the public) to go, pass and repass at all times over the Easement Site for the purpose only of access to and from the Burdened Lot to and from the pedestrian bridge over Herbert Street above and adjacent to the Burdened Lot at all times on foot or using wheel chairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting the blind or the deaf) but subject to the conditions set out in **clause 11.2**.

11.2 The Burdened Owner may temporarily suspend the use of the easement, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

The parties authorised to vary release or modify

The Council



DP1034099

12. Terms of Easement for Support (CG) numbered twelve in the Plan:

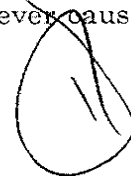
- 12.1 The Benefited Owner has at all times the full, free and unimpeded right to have the structures, columns and appurtenances within that part of the Easement Site supported laterally by the structures and columns of the Burdened Lot existing at the date of grant of this easement.
- 12.2 The Burdened Owner must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all structures within the Easement Site (**Works**) and is responsible for and must punctually pay for the cost of the Works.
- 12.3 The Benefited Owner has the additional right to enter on the Burdened Lot with any tools, implements and machinery necessary for the purpose of inspecting, repairing, maintaining or renewing the structures and columns within the Easement Site or any part of the Easement Site if the Burdened Owner fails to carry out its obligations under **clause 12.2**.
- 12.4 When exercising this right the Benefited Owner must take all reasonable precautions to ensure as little disturbance as possible to the Burdened Lot and will restore the Burdened Lot as nearly as practicable to its original condition and make good any collateral damage, both at its own cost.

The parties authorised to vary release or modify

The Council

13. Terms of Right to Use Fire Stairs & Egress numbered thirteen in the Plan:

- 13.1 The Benefited Owner has full, free and unimpeded right to enter, pass and repass at all times and without animals (other than guide dogs for the blind or deaf) or vehicles over the Burdened Lot for the purpose of evacuation in the event of fire or other emergency situations and for the purpose of conducting emergency drill exercises.
- 13.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:
- (a) the person enters on the Burdened Lot at that persons own risk;
 - (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors;
 - (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused



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suffered or incurred in connection with entry upon the Burdened Lot except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

14. Terms of Right to Use Garbage Room (CJ) numbered fourteen in the Plan:

14.1 The Benefited Owner has the full, free and unimpeded right to use the garbage room located within the Easement Site for the purpose of access to and from the garbage room for the purpose of transporting and storing garbage, trade waste(as permitted by law), recyclable materials and other refuse at all times subject to the following conditions.

14.2 The Burdened Owner may:

- (a) impose reasonable security measures and requirements and operating controls and procedures to be observed by Benefited Owner and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Burdened Lot; and
- (b) temporarily suspend the use of the garbage room, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

14.3 Before exercising rights under **clause 14.2**, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to use of the garbage room and act reasonably in suspending access to and use of the garbage room.

14.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that persons own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot.

15. Terms of Right of Footway (CK) numbered fifteen in the Plan:

15.1 The Benefited Owner has the full, free and unimpeded right to go, pass and repass over the Easement Site at all times on foot or using wheel chairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting the blind or the deaf).



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15.2 The Burdened Owner may:

- (a) impose reasonable security measures and requirements to be observed by the Benefited Owner to ensure the safety and security of the Burdened Lot; and
- (b) temporarily suspend the use of that part of the Burdened Lot, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

15.3 Before exercising rights under **clause 15.2**, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to and use of the Burdened Lot and act reasonably in suspending access to and use of the Burdened Lot.

15.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that person's own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot.

16. Terms of Right of Footway (CL) numbered sixteen in the Plan:

16.1 The Benefited Owner has the full, free and unimpeded right to go, pass and repass at all times over the Easement Site on foot or using wheel chairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting the blind or the deaf).

16.2 The Burdened Owner may:

- (a) impose reasonable security measures and requirements to be observed by the Benefited Owner to ensure the safety and security of the Burdened Lot; and
- (b) temporarily suspend the use of that part of the Burdened Lot, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

16.3 Before exercising rights under **clause 15.2**, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to and use of the Burdened Lot and act reasonably in suspending access to and use of the Burdened Lot.



DP1034099

16.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that person's own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot.

THE COMMON SEAL of WINTEN DEVELOPMENTS PTY LIMITED was affixed in the presence of:

Secretary/Director

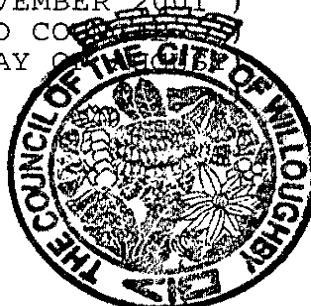
Please print

Signed for and on behalf
~~THE COMMON SEAL~~ of CBA
CORPORATE SERVICES (NSW)
PTY LIMITED was affixed in the
presence of: *by its attorney
under power of attorney
Book 4252 No 638*

Secretary/Director witness

Please print

THE COMMON SEAL OF THE COUNCIL OF THE
CITY OF WILLOUGHBY WAS HERETO AFFIXED)
ON THE THIRTIETH DAY OF NOVEMBER 2001)
PURSUANT TO A RESOLUTION FO CO)
PASSED ON THE THIRTEENTH DAY OF)
2001.



Director

Please print

Director Attorney

Please print

Senior Manager

MAYOR

GENERAL MANAGER

DP1034099

EXECUTED BY
~~THE COMMON SEAL~~ of MOLAKI
PTY LIMITED was affixed in the ACN 082 431 436
presence of: IN ACCORDANCE WITH
SECTION 127 OF THE CORPORATIONS ACT 2001

Secretary/Director

D. R. J. Munn

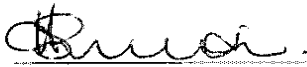
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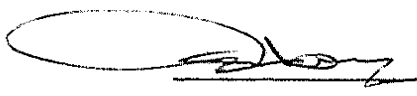
Director

JAN COLEMAN

Please print

SIGNED FOR & ON BEHALF
~~THE COMMON SEAL~~ of WESTPAC
BANKING CORPORATION was affixed
in the presence of: BY ITS ATTORNEY
MICHAEL FOSTER GRAY IN THE
PRESENCE OF


HELEN SMITH.
Secretary/Director

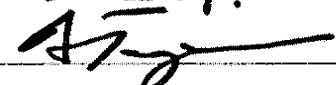

ASST TO MANAGER - LEGAL
Director

Print name

Print name

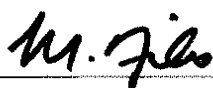
Signed for and on behalf

~~THE COMMON SEAL~~ of BOVIS LEND
LEASE PTY LIMITED was affixed in the presence of: by its attorney under power of
attorney Book 4326 No. 599
In the presence of:



Secretary/Director

Witness


M. Fido
Attorney



Print name

BOVIS LEND LEASE
RMO BUILDING
RESERVE RD
St LEONARDS, NSW 2065

Print name

MICHAEL FIDO

DP1034099

THE COMMON SEAL of WESTPAC
ADMINISTRATION PTY LIMITED was
affixed in the presence of:

Secretary/Director

Director

Print name

Print name





MEMORANDUM

BM

Q	1 of 1	-
NO FEE		

THIS MEMORANDUM DESCRIBES THE NATURE OF THE MINERALS WHICH ARE EXPRESSED TO BE EXCLUDED FROM THOSE FOLIOS OF THE REGISTER AS REFER TO THIS MEMORANDUM.

[Signature]
Registrar General.



DESCRIPTION OF MINERALS

The minerals which are excepted from a resumption of Crown land pursuant to the provisions of the Public Works Act, 1912 between 26th November 1912 and 29th October 1967.

658
LODGED BY

Registrar General's Office

Delivery Box Number 10 v

OPS 10 9/81

Filed in the Office of the REGISTRAR GENERAL
on 19 / 2 / 1986.



Registrar General



The Common Seal of THE SHIRE AUTHORITY
OF WILLOUGHBY was hereunto affixed
in the presence of:-

AUTHORIZED OFFICER *Stance*

Crown Lands Office Approval

PLAN APPROVED:
Land District:
Paper No.:
Field Book:
pages:

Council's Certificate

I hereby certify that:-
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of Part 3 Division 2 of the Water Board Act 1987, or Part 3 Division 7 of the Hunter Water Board (as amended) have been complied with by the applicant in relation to the proposed easements, and
(c) the easements are in accordance with the provisions of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(d) the easements are in accordance with the provisions of the Water Board Act 1987, or the Hunter Water Board (as amended) in relation to the proposed easements.

Council File No. 591-20-215
General Manager/Authorized Person
Date: 26.08.2003
Signature: *[Signature]*

STATIONERS REFERENCE: 951009 ESM1 01

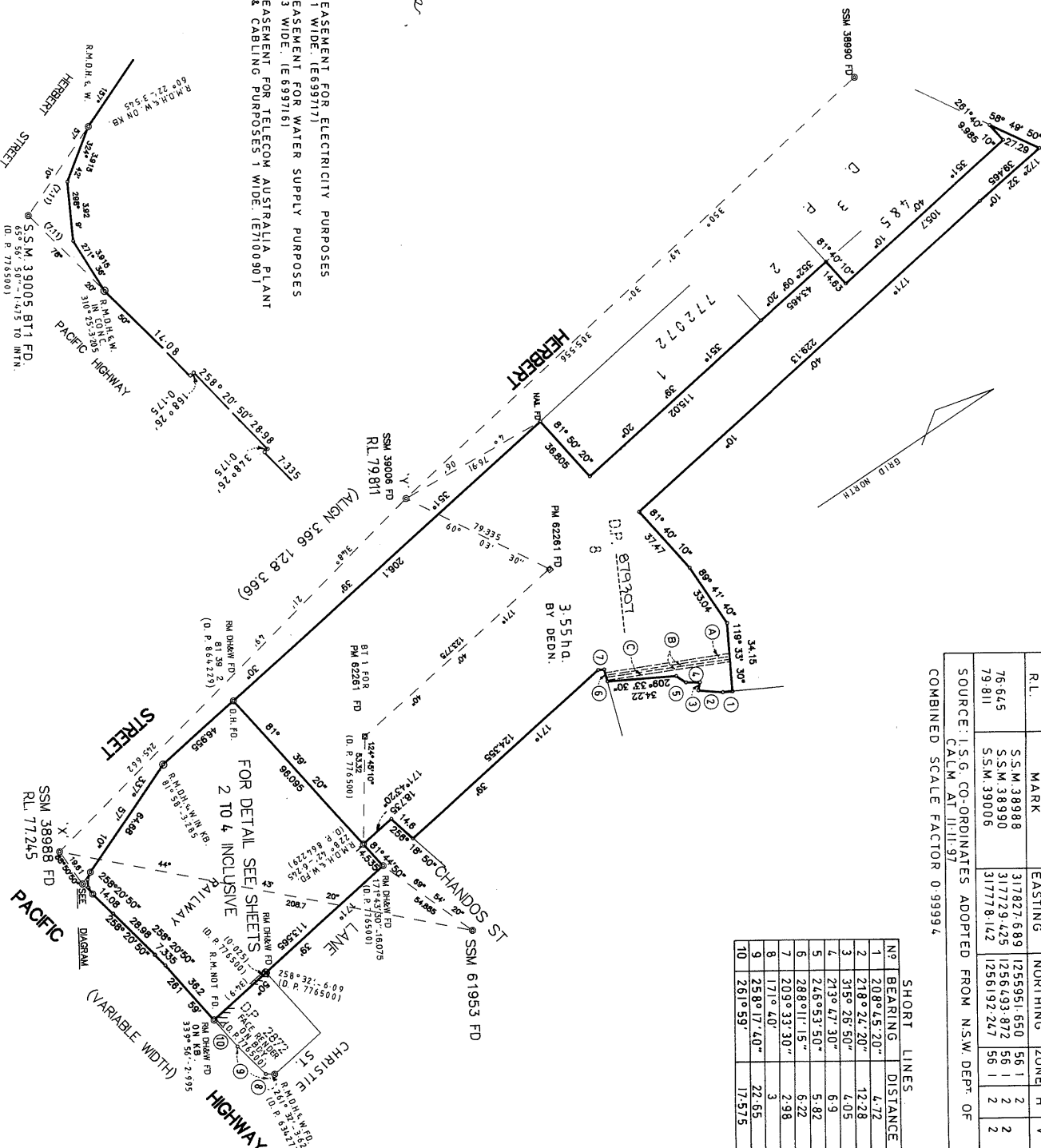
SURVEY PRACTICE REGULATION 1996: CLAUSE 32(2)

R.L.	MARK	I.S.G. CO-ORDINATES			ACC.
		EASTING	NORTHING	ZONE	
76.645	S.S.M. 38988	317827.689	1255951.650	56 1	2
76.645	S.S.M. 38990	317729.425	1256493.872	56 1	2
79.811	S.S.M. 39006	317778.142	1256192.247	56 1	2

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM NSW. DEPT. OF CALM. AT 11.11.97

COMBINED SCALE FACTOR 0.99994

SHORT LINES		
Nº	BEARING	DISTANCE
1	208°45'20"	4.72
2	218°24'20"	12.28
3	315°26'50"	4.05
4	213°47'30"	6.9
5	246°53'50"	5.82
6	288°11'15"	6.22
7	209°33'30"	2.98
8	171°40'	3
9	258°17'40"	22.65
10	261°59'	17.575



ALL LEVELS ON AUSTRALIAN HEIGHT DATUM.

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP 209140 (E)

Registered 20/04/2008

CAN. 14284 OF 24-6-1998

Title System: TORRENS

Purpose: EASEMENT

Field Map: U0952-624*642*

Last Plan: D.P. 879307

PLAN OF EASEMENTS OVER

LOTS 1 TO 6 INCLUSIVE AND

LOT 8 D.P. 879307

Lengths are in metres. Reduction Ratio 1:1500

LGA: WILLOUGHBY

Suburb/Localities: ST LEONARDS

Parish: WILLOUGHBY

County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets.

(Delete if inapplicable)

1. DENNY LINKER

of DENNY LINKER & CO. DX 630 SYDNEY

A surveyor registered under the Surveyors Act 1929, hereby

certifies that the survey represented in this plan is accurate, has been

made in accordance with the Surveyors (Professional Regulation) 1986

and was completed on 12/11/2003

The survey relates to:- Easements

(These specify the land actually surveyed, if any, and shown

in the plan that is not the subject of the survey)

(Signature) *[Signature]*

Surveyor registered under

Surveyors Act 1929

Zone: Suburban/County

Plans used in preparation of survey/easement:

PANEL FOR USE ONLY for statements of intention

to dedicate public roads, to create public reserves,

drainage reserves, easements, restrictions on the

use of land or positive covenants, restrictions on the

creation of sections 88B of THE

INTENDED TO CREATE:-

1. EASEMENT FOR ACCESS VARIABLE

WIDTH (A)

2. POSITIVE COVENANT (A)

3. EASEMENT TO USE LIFT 2.7 WIDE (L)

4. POSITIVE COVENANT (L)

5. EASEMENT FOR ACCESS

VARIABLE WIDTH (B)

6. POSITIVE COVENANT (B)

7. EASEMENT FOR ACCESS

VARIABLE WIDTH (C)

8. POSITIVE COVENANT (C)

9. EASEMENT FOR ACCESS VARIABLE

WIDTH (D)

10. POSITIVE COVENANT (D)

11. EASEMENT TO USE LIFT VARIABLE

WIDTH (E)

12. POSITIVE COVENANT (E)

13. EASEMENT FOR ACCESS VARIABLE

WIDTH (F)

14. EASEMENT FOR ACCESS VARIABLE

WIDTH (F)

15. POSITIVE COVENANT (F)

16. EASEMENT FOR ACCESS (F)

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN FORM 3

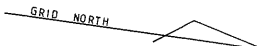
FOR SECTIONS SEE SHEET 4

SHORT LINES

N°	BEARING	DISTANCE
1	171° 42' 50"	8.655
2	172° 01' 50"	6.453
3	173° 08'	6.455
4	171° 36' 30"	6.45
5	168° 13' 30"	6.465
6	168° 23'	12.92
7	169° 22' 30"	7.055
8	170° 15'	8.25
9	168° 41' 30"	8.255
10	169° 28' 30"	8.255
11	168° 38' 30"	8.26
12	168° 20' 30"	8.265
13	168° 06' 30"	16.53
14	166° 29'	3.53
15	172° 36'	10.06
16	173° 12' 30"	10.005
17	173° 53'	10.005
18	172° 26' 30"	10.005
19	175° 01' 30"	15.005
20	175° 23'	20
21	175° 27'	32.645
22	182° 06' 30"	6.28
23	258° 20' 50"	1.3
24	258° 20' 50"	1.78

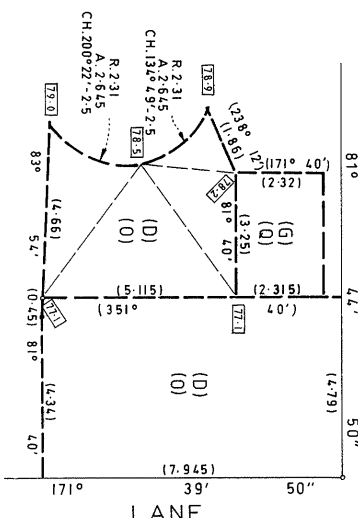
CHANDOS ST

LANE

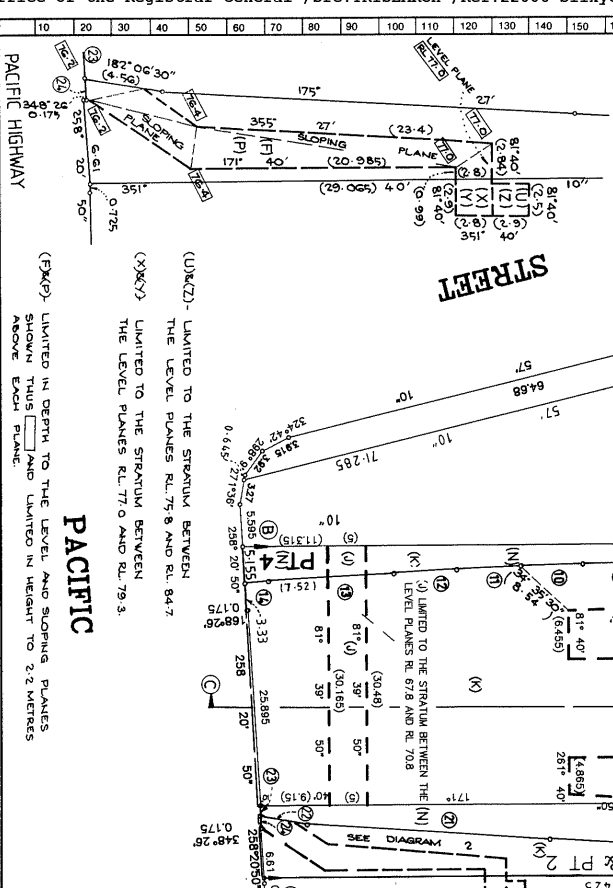


- (X)(Y)(R)(P)(O)(A)(B)(C)(D)(F)(H) EASEMENT FOR ACCESS VARIABLE WIDTH
(E) EASEMENT FOR PLANTERS VARIABLE WIDTH
(U)(J)(Q)(Z)(G) EASEMENT TO USE LIFT VARIABLE WIDTH
(U) PROPOSED EASEMENT FOR SERVICES 5 WIDE.
(K) EASEMENT FOR SUPPORT 44 WIDE
(L) EASEMENT TO USE LIFT 27 WIDE
(N) EASEMENT FOR SUPPORT OF SRA OVERHEAD STRUCTURES VARIABLE WIDTH LIMITED IN HEIGHT & DEPTH AS SHOWN IN THE SECTIONS.
ALL EASEMENTS ARE LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN ON THE PLAN

CHANDOS ST.

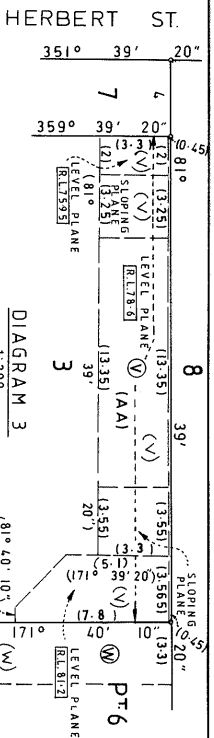


- TO BE RELEASED:-
1. EASEMENT FOR SERVICES VARIABLE DEPTH (D.P. 267103)
2. EASEMENT FOR S.R.A. SERVICES 0.2 DEEP & VAR. DEPTH (D.P. 267103)
3. EASEMENT FOR S.R.A. SERVICES VARIABLE DEPTH (D.P. 267103)
4. EASEMENT FOR SUPPORT VARIABLE WIDTH (D.P. 267103)
5. EASEMENT FOR SUPPORT 22 WIDE (D.P. 267103)
6. EASEMENT FOR SUPPORT OF SRA OVERHEAD STRUCTURE VARIABLE WIDTH (D.P. 267103)
7. EASEMENT TO USE LIFT VARIABLE WIDTH (D.P. 267103)
8. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
9. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
10. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
11. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
12. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
13. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
14. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
15. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
16. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
17. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
18. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
19. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
20. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
21. EASEMENT FOR RECREATION VARIABLE WIDTH (D.P. 267103)
22. EASEMENT FOR RECREATION VARIABLE WIDTH (D.P. 267103)
23. RESTRICTION ON USE.
24. EASEMENT FOR SUPPORT (L) WIDE (K) VARIABLE WIDTH (D.P. 267103)
25. EASEMENT FOR SUPPORT (L) WIDE (K) VARIABLE WIDTH (D.P. 267103)
26. EASEMENT FOR SUPPORT OF SRA OVERHEAD STRUCTURES VARIABLE WIDTH (D.P. 267103)
27. EASEMENT FOR PLANTERS VARIABLE WIDTH (D.P. 267103)
28. POSITIVE COVENANT (E)
29. EASEMENT TO USE LIFT VARIABLE WIDTH (D.P. 267103)
30. POSITIVE COVENANT (U)
31. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
32. POSITIVE COVENANT (V)
33. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 267103)
34. POSITIVE COVENANT (W)
35. RESTRICTION ON USE.
36. EASEMENT FOR ACCESS VAR. WIDTH (X)
37. POSITIVE COVENANT (X)
38. EASEMENT FOR ACCESS VARIABLE WIDTH (Y)
39. EASEMENT TO USE LIFT VARIABLE WIDTH (Z)
40. EASEMENT FOR ACCESS VARIABLE WIDTH (AA)
41. EASEMENT FOR ACCESS VARIABLE WIDTH (AB)



HERBERT STREET
PACIFIC HIGHWAY
PACIFIC
HIGHWAY

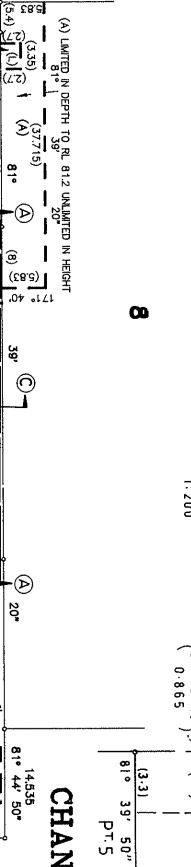
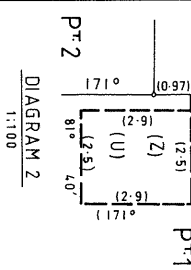
Reduction Ratio 1:500
SURVEYOR'S REFERENCE: 951009 ESMT 01



FOR SECTIONS SEE SHEET 4

(V) LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANE SHOWN THUS [] & LIMITED IN HEIGHT TO 2.1 METRES ABOVE EACH PLANE.

(W) LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANE R.L. 81.2 AND 83.3.



(N) EASEMENT FOR SUPPORT OF S.R.A. OVERHEAD STRUCTURES VARIABLE WIDTH LIMITED IN HEIGHT & DEPTH AS SHOWN ON THE SECTIONS.

(Y),(X),(R),(P),(I),(O),(A),(B),(C),(D),(F),(H) EASEMENT FOR ACCESS VARIABLE WIDTH

(E) EASEMENT FOR PLANTERS VARIABLE WIDTH

(Z),(Q),(U),(G) EASEMENT TO USE LIFT VARIABLE WIDTH

(M) EASEMENT FOR SERVICES 4.4 WIDE LIMITED IN HEIGHT & DEPTH AS SHOWN ON SECTION (C)-(C)

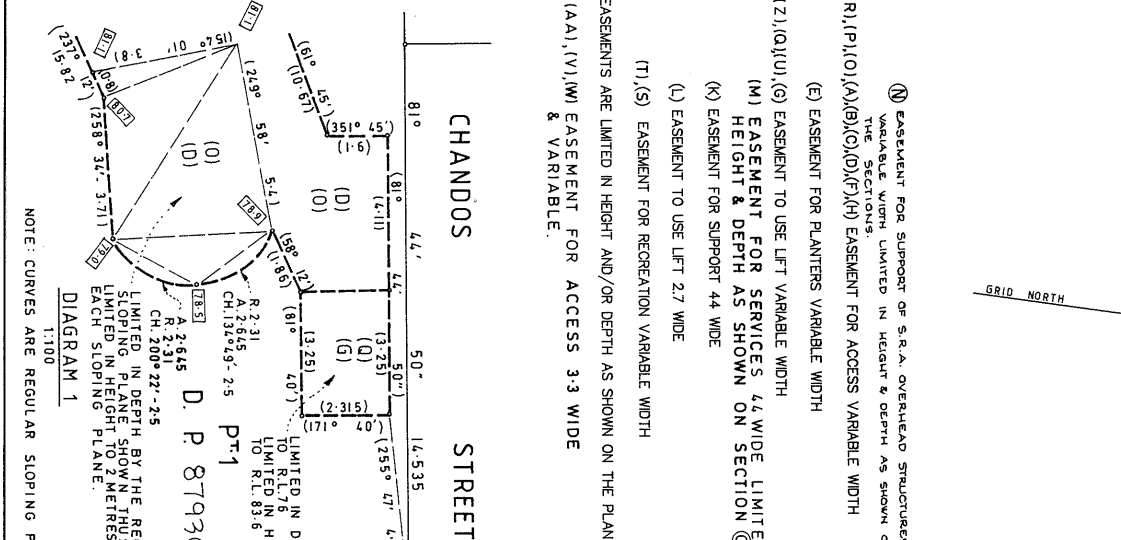
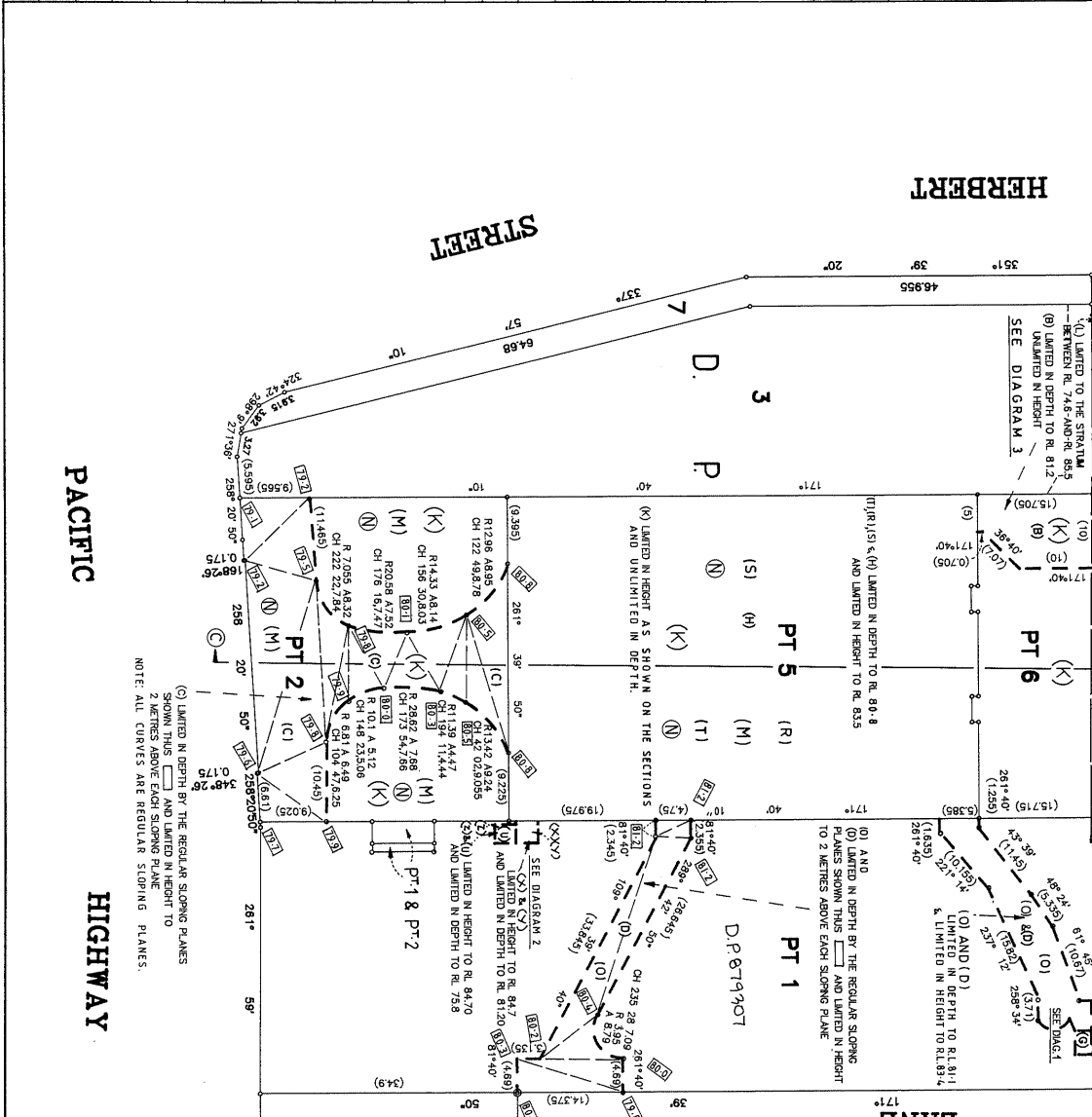
(K) EASEMENT FOR SUPPORT 4.4 WIDE

(L) EASEMENT TO USE LIFT 2.7 WIDE

(T),(S) EASEMENT FOR RECREATION VARIABLE WIDTH

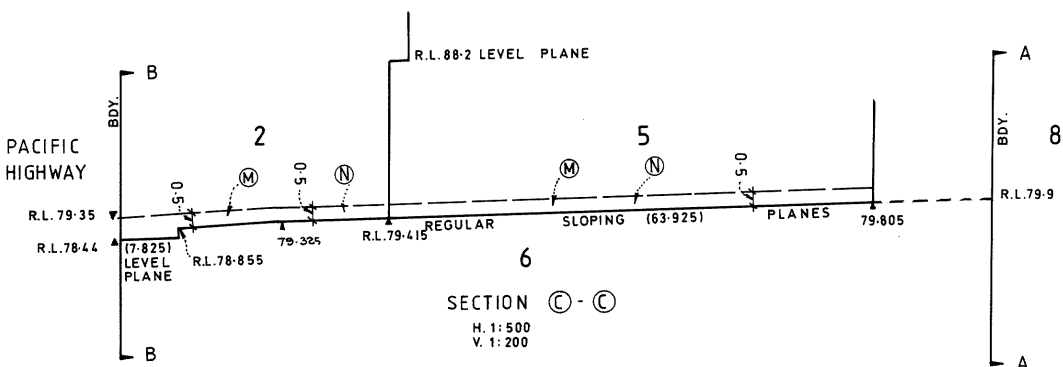
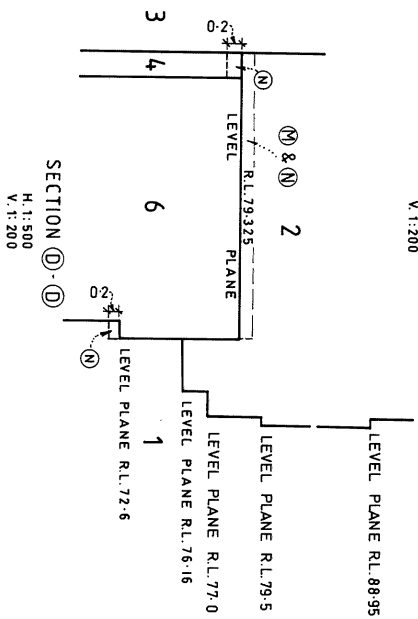
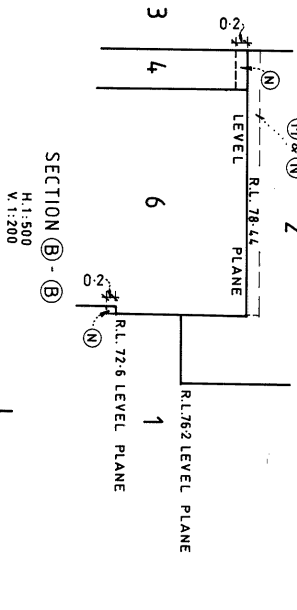
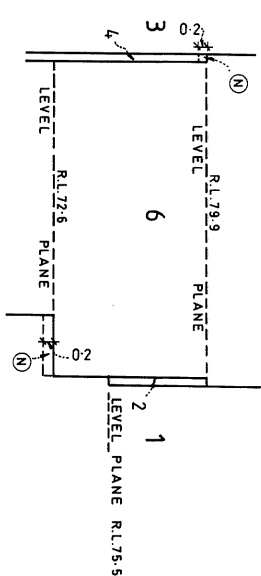
ALL EASEMENTS ARE LIMITED IN HEIGHT AND/OR DEPTH AS SHOWN ON THE PLAN

(AA),(V),(W) EASEMENT FOR ACCESS 3.3 WIDE & VARIABLE.



DP 269140	Registered: 20/11/04-19/198	Surveyor registered under Surveyors Act 1929	This is plan 3 of the plan of 4 sheets covered by my Certificate No. 4154 of 31.6.1978	General Manager/Authorised Person	For use where space is insufficient in any panel on Plan Form 2
Reduction Ratio 1:500					

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	Table of mm	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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DP 269140

Registered: 2014-8-1998

This is sheet 4 of my plan in 4 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 4.4384 sheets covered by my Certificate No. 24.6.1998

General Manager/Authorised Person

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1:

SURVEYORS REFERENCE: 951009 ESM7 01

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

(Sheet 1 of 37 Sheets)

DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

*C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND Lot 8 D.P. 879307*

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

Part 1

**In this Part 1 a reference to "SRA" as the Authority benefited is a reference to the State Rail
Authority of New South Wales**

- 1 Identity of easement to be created and numbered one on the plan** Easement for Access Variable Width (A)

Schedule of Lots etc. Affected

Lots burdened

8

Lots benefited

1, 2, 5 and 6

- 2 Identity of positive covenant under section 88BA numbered two on the plan** Positive Covenant (A)

Schedule of Lots etc. Affected

Lots burdened

5

Lots benefited

8

- 3 Identity of easement to be created and numbered three on the plan** Easement to Use Lift 2.7 Wide (L)

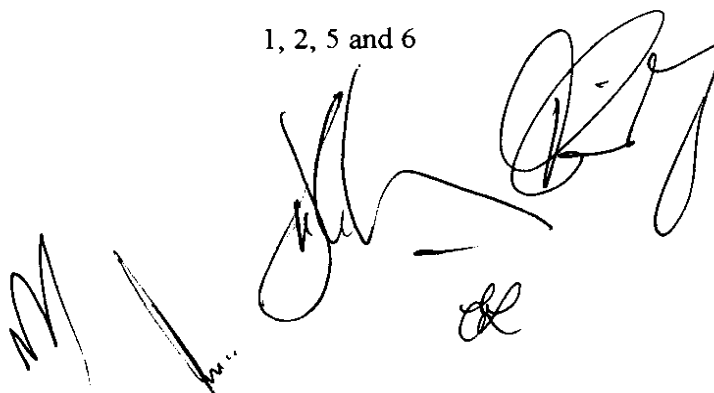
Schedule of Lots etc. Affected

Lots Burdened

8

Lots benefited

1, 2, 5 and 6



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

(Sheet 2 of 37 Sheets)

Plan: DP 269140

Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997
C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

- 4 Identity of positive covenant under
section 88BA numbered four on
the plan**

Positive Covenant (L)

Schedule of Lots etc. Affected

Lots burdened

5

Lots benefited

8

- 5 Identity of easement to be created
and numbered five on the plan**

Easement for Access Variable Width (B)

Schedule of Lots etc. Affected

Lots burdened

6

Lots benefited

1, 2, 5 and 8

- 6 Identity of positive covenant under
section 88BA numbered six on the
plan**

Positive Covenant (B)

Schedule of Lots etc. Affected

Lots burdened

5

Lots benefited

6

- 7 Identity of easement to be created
and numbered seven on the plan**

Easement for Access Variable Width (C)

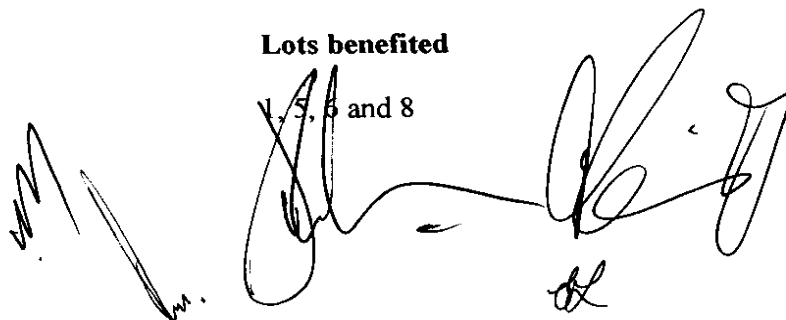
Schedule of Lots etc. Affected

Lots burdened

2

Lots benefited

1, 3, 5 and 8



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

(Sheet 3 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~
C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

**8 Identity of positive covenant under
section 88BA numbered eight on
the plan**

Positive Covenant (C)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

2

1, 5, 6 and 8

**9 Identity of easement to be created
and numbered nine on the plan**

Easement for Access Variable Width (D)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

1

2, 3, 5, 6 and 8

**10 Identity of positive covenant under
88BA numbered ten on the plan**

Positive Covenant (D)

Schedule of Lots etc Affected

Lots burdened

Lots benefited

1

2, 3, 5, 6 and 8

**11 Identity of easement to be created
numbered eleven on the plan**

Easement to Use Lift Variable Width (G)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

1

2, 3, 5, 6 and 8



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

(Sheet 4 of 37 Sheets)

Plan: DP 269140

Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997

CS

EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307

**12 Identity of positive covenant under
section 88BA numbered twelve on
the plan**

Positive Covenant (G)

Schedule of Lots etc. Affected

Lots burdened

1

Lots benefited

2, 3, 5, 6 and 8

**13 Identity of easement to be created
under Section 88A and numbered
thirteen on the plan**

Easement for Access Variable Width (O)

Schedule of Lots etc. Affected

Lots burdened

1

Authority benefited

SRA

Council of the City of Willoughby

**14 Identity of easement to be created
and numbered fourteen on the
plan**

Easement for Access Variable Width (F)

Schedule of Lots etc. Affected

Lots burdened

2

Lots benefited

1, 5, 6 and 8

**15 Identity of positive covenant under
section 88BA numbered fifteen on
the plan**

Positive Covenant (F)

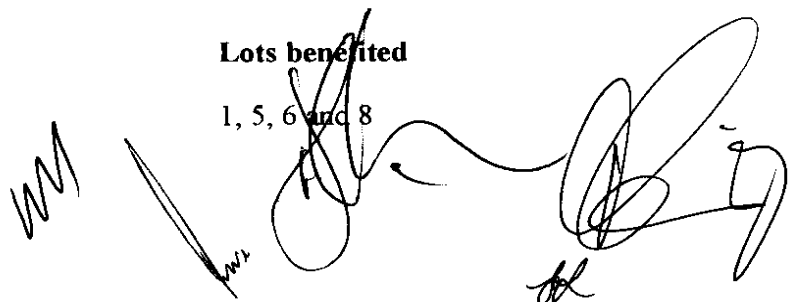
Schedule of Lots etc. Affected

Lots burdened

2

Lots benefited

1, 5, 6 and 8



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

(Sheet 5 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S.
EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 - in S.P. 879307

- 16 Identity of easement to be created
under Section 88A and numbered
sixteen on the plan**

Easement for Access (P)
(Var width)

Schedule of Lots etc. Affected

Lots burdened

2

Authority benefited

SRA

Council of the City of Willoughby

- 17 Identity of easement to be created
under Section 88A and numbered
seventeen on the plan**

Easement to Use Lift Variable Width (Q)

Schedule of Lots etc. Affected

Lots burdened

1

Authority Benefited

SRA

Council of the City of Willoughby

- 18 Identity of easement to be created
and numbered eighteen on the
plan**

Easement for Access Variable Width (H)

Schedule of Lots etc. Affected

Lots burdened

5

Lots benefited

1, 2, 6 and 8

- 19 Identity of positive covenant under
section 88BA numbered nineteen
on the plan**

Positive Covenant (H)

Schedule of Lots etc. Affected

Lots burdened

5

Lots benefited

1, 2, 6 and 8

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

(Sheet 6 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~
C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307

**20 Identity of easement to be created
under Section 88A and numbered
twenty on the plan**

Easement for Access Variable Width (R)

Schedule of Lots etc. Affected

Lots burdened

Authority benefited

5

SRA

Council of the City of Willoughby

**21 Identity of easement to be created
and numbered twenty-one on the
plan**

Easement for Recreation Variable Width (S)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

5

1, 2, 6 and 8

**22 Identity of easement to be created
under Section 88A and numbered
twenty-two on the plan**

Easement for Recreation Variable Width (T)

Schedule of Lots etc. Affected

Lots burdened

Authority benefited

5

SRA

Council of the City of Willoughby

**23 Identity of restriction numbered
twenty-three on the plan**

Restriction on Use

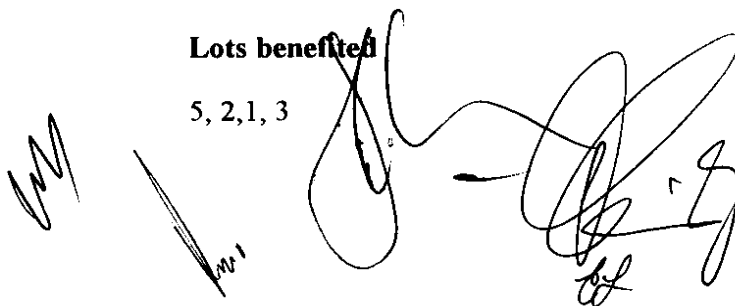
Schedule of Lots etc. Affected

Lots burdened

Lots benefited

1, 2, 3, 5

5, 2, 1, 3



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

(Sheet 7 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOTS 2, P. 879307

**24 Identity of easement to be created
and numbered twenty-four on the
plan**

Easement for Support 44 Wide (K)

Schedule of Lots etc. Affected

Lots burdened

1, 2, 4, 5, 6

Lots benefited

5, 6, 4, 2, 1

**25 Identity of easement to be created
and numbered twenty-five on the
plan**

Easement for Services ^{44 wide} ~~Variable Width~~ (M)

Schedule of Lots etc. Affected

Lots burdened

2, 5

Lots benefited

6

**26 Identity of easement to be created
and numbered twenty-six on the
plan**

Easement for Support of SRA Overhead
Structures Variable Width (N)

Schedule of Lots etc. Affected

Lots burdened

1, 2, 4 and 5

Lots benefited

6

**27 Identity of easement to be created
and numbered twenty-seven on
the plan**

Easement for Planters Variable Width (E)

Schedule of Lots etc. Affected

Lots burdened

6

Lots benefited

5

28 Identity of positive covenant under

Positive Covenant (E)

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

(Sheet 8 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307

**section 88BA numbered
twenty-eight on the plan**

Schedule of Lots etc. Affected

Lots burdened	Lots benefited
5	6
29 Identity of easement to be created numbered twenty-nine on the plan	Easement to Use Lift Variable Width (U)

Schedule of Lots etc. Affected

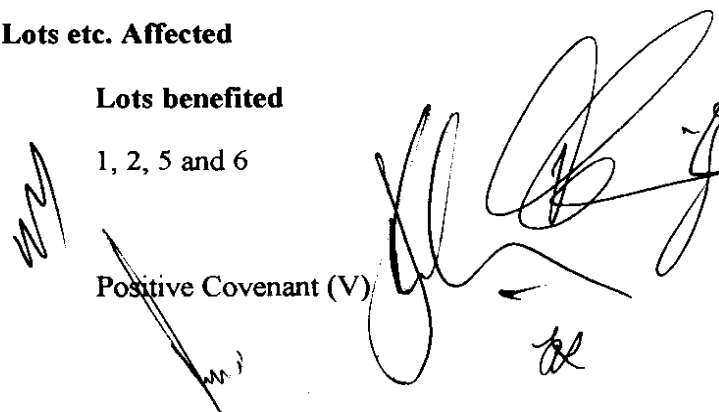
Lots burdened	Lots benefited
1	2, 3, 5, 6 and 8
30 Identity of positive covenant under section 88BA numbered thirty on the plan	Positive Covenant (U)

Schedule of Lots etc. Affected

Lots burdened	Lots benefited
1	2, 3, 5, 6 and 8
31 Identity of easement to be created and numbered thirty-one on the plan	Easement for Access 3.3 Wide and Variable Width (V)

Schedule of Lots etc. Affected

Lots burdened	Lots benefited
3	1, 2, 5 and 6
32 Identity of positive covenant under section 88BA numbered thirty-two	Positive Covenant (V)

Handwritten signatures and initials, including a large signature on the right and several smaller ones on the left and bottom.

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

(Sheet 9 of 37 Sheets)

Plan: 0P 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307

on the plan

Schedule of Lots etc. Affected

	Lots burdened	Lots benefited
	3	1, 2, 5 and 6
33	Identity of easement to be created and numbered thirty-three on the plan	Easement for Access 3.3 Wide and Variable Width (W)

Schedule of Lots etc. Affected

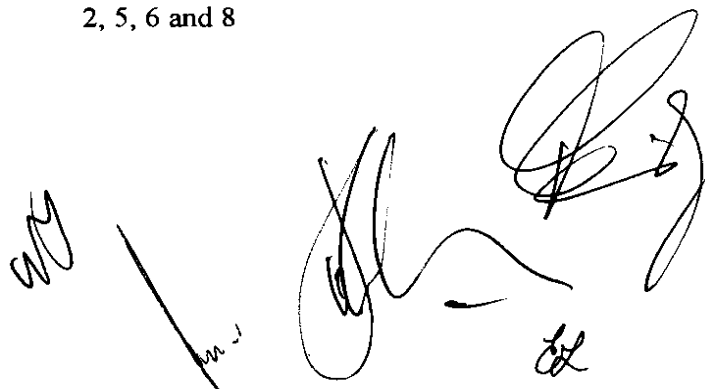
	Lots burdened	Lots benefited
	6	1, 2, and 5
34	Identity of positive covenant under section 88BA numbered thirty- four on the plan	Positive Covenant (W)

Schedule of Lots etc. Affected

	Lots burdened	Lots benefited
	1, 2 and 5	6
35	Identity of restriction numbered thirty-five on the plan	Restriction on Use

Schedule of Lots etc. Affected

Lots burdened	Lots benefited
3	2, 5, 6 and 8



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

(Sheet 10 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

**36 Identity of easement to be created
and numbered thirty-six on the
plan**

Easement for Access Variable Width (X)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

1

2, 3, 5, 6 and 8

**37 Identity of positive covenant
created and numbered thirty-
seven on the plan**

Positive Covenant (X)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

1

2, 3, 5, 6 and 8

**38 Identity of easement to be created
under S88A and numbered thirty-
eight on the plan**

Easement for Access Variable Width (Y)

Schedule of Lots etc. Affected

Lots burdened

Lots benefited

1

SRA

Council of the City of Willoughby

**39 Identity of easement to be created
under Section 88A numbered
thirty-nine on the plan**

Easement to Use Lift Variable Width (Z)

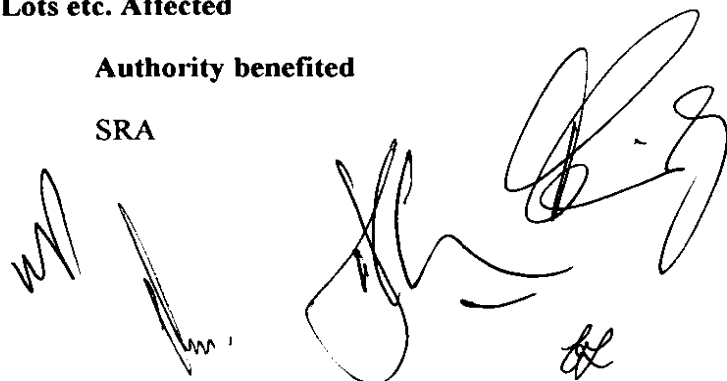
Schedule of Lots etc. Affected

Lots burdened

Authority benefited

1

SRA



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

(Sheet 11 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

**40 Identity of easement to be created
under Section 88A and numbered
forty on the plan**

Easement for Access 3.3 Wide and Variable
Width (AA)

Schedule of Lots etc. Affected

Lots burdened

Authority benefited

3

SRA

Council of the City of Willoughby

Part 1A

**1 Identity of easement to be
released and firstly referred
to on the Plan**

Easement for Services variable depth
(DP267103)

Schedule of Lots etc affected

Lots Burdened

Lots Benefited

~~5/864229~~
2/879307
8/879307

~~4/864229~~
1/879307
2/879307
3/879307

**2 Identity of easement to be
released and secondly referred
to on the Plan**

Easement for SRA Services 0.2 deep
and variable depth (DP267103)

Schedule of Lots etc affected

Lots Burdened

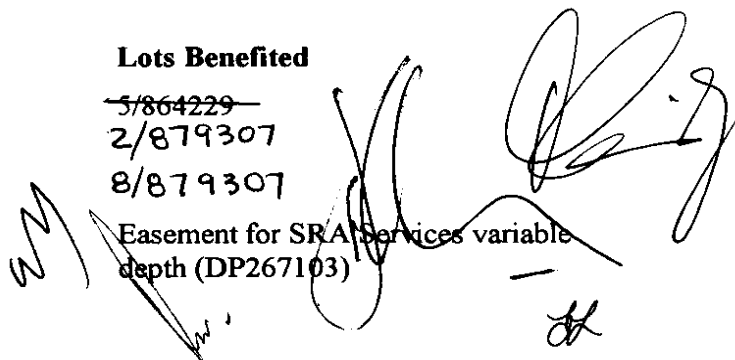
Lots Benefited

~~4/864229~~
1/879307
2/879307
4/879307

~~5/864229~~
2/879307
8/879307

**3 Identity of easement to be
released and thirdly referred
to on the Plan**

Easement for SRA Services variable
depth (DP267103)



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

(Sheet 12 of 37 Sheets)

Plan: DP269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307

Schedule of Lots etc affected

Lots Burdened	Lots Benefited
4/864229 1/879307 2/879307 4/879307	5/864229 2/879307 8/879307
4 Identity of easement to be released and fourthly referred to on the Plan	Easement for support variable width (DP267103)

Schedule of Lots etc affected

Lots Burdened	Lots Benefited
1/879307 4/864229 4/879307 2/879307	8/879307 5/864229 2/879307
5 Identity of easement to be released and fifthly referred to in the Plan	Easement for Support 22 wide (DP267103) 3

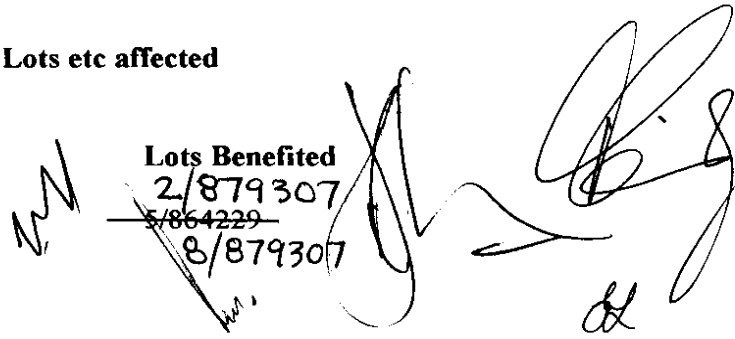
Schedule of Lots etc affected

Lots Burdened	Lots Benefited
1/879307 4/879307 5/864229 2/879307	1/879307 4/864229 4/879307 2/879307
6 Identity of easement to be released and sixthly referred to in the Plan	Easement for support of SRA Overhead Structure variable width (DP267103)

Schedule of Lots etc affected

Lots Burdened
1/879307
~~4/864229~~
2/879307
4/879307

Lots Benefited
2/879307
~~5/864229~~
8/879307



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

(Sheet 13 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 & Lots 4 and 5 DP 864229 covered by Council's Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE AND LOT 8 D.P. 879307

Part 2

In this Part 2 "SRA" means the State Rail Authority of New South Wales

1 Terms of Easement for Access Variable Width (A) and numbered one on the plan

1.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part of the Lots Benefited with which the right is capable of enjoyment and every person authorised by any of those persons (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over that part of the Lot Burdened shown in the plan as Easement for Access (A) at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened,

subject to the conditions set out in 1.2 and 1.3.

1.2 The proprietor of the Lot Burdened acting reasonably may:

- (a) prescribe days and times of the day or night that the easement created by 1.1 may be exercised; and
- (b) temporarily suspend the use of the Lot Burdened, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

1.3 If any person exercises or purports to exercise the rights granted by 1.1 by doing so:

- (a) the person enters upon the Lot Burdened at that persons own risk;
- (b) the proprietor of the Lot Benefited releases the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened;
- (c) the proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and hold harmless the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened.

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

(Sheet 14 of 37 Sheets)

Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

C.S. EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307

Name of person empowered to release, vary or modify easement numbered one on the plan (in addition to those entitled at law)

The registered proprietor from time to time of Lot 8.

2 Terms of Positive Covenants (A), (B), (E) and (W) under section 88BA numbered two, six, twenty-eight and thirty-four respectively on the plan

2.1 Each person who is at any time entitled to an estate or interest in possession in that part of the Lots Burdened being Lot 5 (in the case of Positive Covenants (A), (B) and (E)) and Lots 1, 2 and 5 (in the case of Positive Covenant (W)) must, as a condition of exercising its rights numbered one, five, twenty-seven and thirty-three on Part 1 of this instrument:

- (a) take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all improvements from time to time in or on the easement site marked Easements for Access (A), (B) or (W) or Easement for Planters (E) on the plan and promptly repair any damage to those improvements ("Works");
- (b) be solely responsible for and punctually pay for the cost of the Works;
- (c) comply with all legal requirements in relation to the Works including without limitation the requirements of section 8 of the Transport Administration Act 1988.

3 Terms of Easement to Use Lift 2.7 wide (L) numbered three on the plan

3.1 Full, free and unimpeded right for the proprietor of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited and any part of the Lot Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to enter, be in and use the Lifts constructed within the area shown in the abovementioned plan as (L) (Lifts) subject to the conditions set out in this easement.

3.2 The SRA may:

- (a) prescribe days and times of the day or night that the easement created under 3.1 may be exercised; and
- (b) temporarily suspend the use of the Lifts, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

3.3 If any person exercises or purports to exercise the rights granted in 3.1, then by doing so:

- (a) the person enters on the Lot Burdened at that persons own risk;

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

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Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
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EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P 879307~~

- (b) the proprietor of Lot 1 releases the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and sub-contractors from any claim, loss or damage of whatever nature and however caused, suffered or incurred in connection with entry on the Lot Burdened;
- (c) the proprietor of Lot 1 indemnifies and holds harmless and agrees to keep indemnified and hold harmless the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and sub-contractors from and against any claim, loss or damage of whatever nature and however caused, suffered or incurred in connection with entry on the Lot Burdened.

Name of person empowered to release, vary or modify the easement numbered three on the plan (in addition to those entitled at law)

The registered proprietor from time to time of Lot 8.

4 Terms of Positive Covenant (L) under section 88BA numbered four on the plan

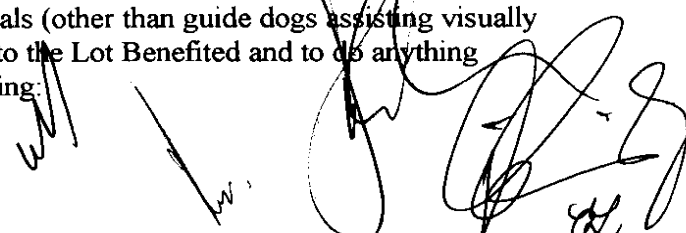
4.1 Each person who is at any time entitled to an estate or interest in possession in that part of the Lot Burdened being Lot 5 must as a condition of exercising its rights numbered three in Part 1 of this instrument:

- (a) take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all improvements from time to time in or on the site marked Easement to Use Lift (L) on the plan and promptly repair any damage to the improvements ("Works");
- (b) be solely responsible for and punctually pay the cost of the Works;
- (c) comply with all legal requirements in relation to the Works including without limitation the requirements of section 8 of the Transport Administration Act 1988.

5 Terms of Easement for Access Variable Width (B) numbered five on the plan

5.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them (including without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over that part of the Lot Burdened shown in the plan as Easement for Access (B) at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919**

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Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
C.S. Certificate No 1996/0316 of 7/7/1997
EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8 D.P. 879307~~

(b) taking anything onto the Lot Burdened,

subject to the conditions set out in 5.2 and 5.3.

5.2 The proprietor of the Lot Burdened acting reasonably may:

- (a) prescribe days and times of the day or night that the easement created by 5.1 may be exercised; and
- (b) temporarily suspend the use of the Lot Burdened, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

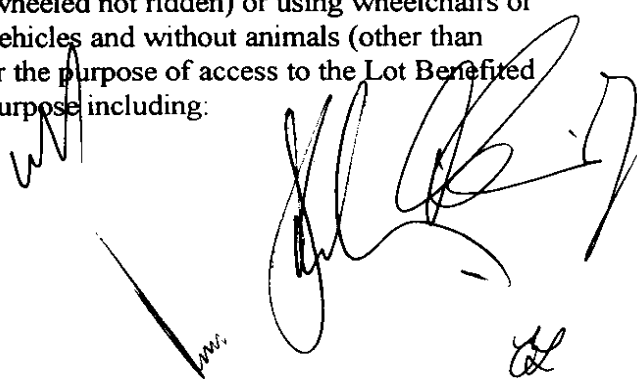
5.3 Any person exercising or purporting to exercise the rights granted by 5.1 by doing so:

- (a) enters upon the Lot Burdened at that persons own risk;
- (b) the proprietor of the Lot Benefited releases the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened;
- (c) the proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and hold harmless the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened.

6 Terms of Easement for Access Variable Width (C) numbered seven on the plan

6.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over that part of the Lot Burdened shown in the plan as Easement for Access (C) at all times of the day and night on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.



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

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Plan: DP 269140

Subdivision of Lot 1 DP 776500 &
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7 Terms of Positive Covenants (C), (D), (G), (H), (U), (V) and (X) under section 88BA and numbered eight, ten, twelve, nineteen, thirty, thirty-two and thirty-seven respectively on the plan

7.1 Each person who is at any time entitled to an estate or interest in possession in the Lot Burdened must as a condition of exercising its rights numbered seven, nine, eleven, eighteen, twenty-nine, thirty-one and thirty-six in Part 1 of this instrument:

- (a) take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all improvements from time to time in or on the site marked Easements for Access (C), (D), (H), (V) or (X) or Easements to Use Lift (G) or (U) on the plan and promptly repair any damage to the improvements("Works");
- (b) be solely responsible for the cost of the Works; and
- (c) comply with all legal requirements in relation to the Works including without limitation the requirements of section 8 of the Transport Administration Act 1988.

8 Terms of Easement for Access Variable Width (D) numbered nine on the plan

8.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over those parts of the Lot Burdened shown in the plan as Easement for Access (D) at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

8.2 Despite clause 8.1, Lot 3 may not exercise any rights conferred by this easement until rights for access (similar in terms to the rights conferred on Lot 3 in this easement) are conferred on Lot 3 over Lot 5.

9 Terms of Easement to use Lift (G) numbered eleven on the plan

9.1 Full, free and unimpeded right for the proprietor of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited and any part of the Lot Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to enter be in and use the Lifts constructed within the area shown in the abovementioned plan as (G) (Lift) at all times of the day and night subject to the conditions set out in this easement.

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

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Plan: DP 269140

Subdivision of Lot 1 DP 776500 &
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C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

- 9.2 If any person exercises or purports to exercise the rights granted in 9.1, then by doing so the person enters on the Lot Burdened at that persons own risk.

The registered proprietor from time to time of Lot 8.

- 9.3 Despite clause 9.1, Lot 3 may not exercise any rights conferred by this easement until the rights referred to in clause 8.2 have been granted such that Lot 3 may exercise the rights referred to in clause 8.1.

Name of person empowered to release, vary or modify the easement numbered eleven on the plan (in addition to those entitled at law)

10 Terms of Easement for Access Variable Width (O) under section 88A numbered thirteen on the plan

- 10.1 Full, free and unimpeded right for the Authority Benefited and for all persons authorised by the Authority Benefited (including, without limitation, members of the public) to go, pass and repass over the Lot Burdened at all times of the day and night on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the site marked Easement for Access (O) on the plan and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

Name of person empowered to release, vary or modify easement numbered thirteen on the plan (in addition to those entitled at law)

SRA.
Council of the City of Willoughby

11 Terms of Easement for Access Variable Width (F) numbered fourteen on the plan

- 11.1 Full, free and unimpeded right each person who is at any time entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over that part of the Lot Burdened shown marked Easement for Access (F) on the plan at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and

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

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Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &~~

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~~Certificate No 1996/0316 of 7/7/1997~~

C.S.

EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

- (b) taking anything onto the Lot Burdened,
subject to the conditions set out in this easement.

11.2 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 11.1 may be exercised; and
(b) temporarily suspend the use of the accessway, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

- 11.3** If any person exercises or purports to exercise the rights granted in 11.1, then by doing so the person enters on the Lot Burdened at that persons own risk.

Name of person empowered to release, vary or modify easement numbered fourteen on the plan (in addition to those entitled at law)

The registered proprietor from time to time of Lot 6.

12 Terms of Positive Covenant (F) under section 88BA numbered fifteen on the plan

- 12.1** Each person who is at any time entitled to an estate or interest in possession in the Lot Burdened or any part of the Lot Burdened as a condition of exercising its rights numbered fourteen in Part 1 of this instrument:

- (a) must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all improvements from time to time in or on the site marked Easement for Access (F) on the plan and promptly repair any damage to the improvements ("Works");
(b) is solely responsible for, and must punctually pay, the cost of the Works; and
(c) comply with all legal requirements in relation to the Works including without limitation the requirements of section 8 of the Transport Administration Act 1988.

Name of person empowered to release, vary or modify positive covenant numbered fifteen on the plan (in addition to those entitled at law)

The registered proprietor from time to time of Lot 6.

13 Terms of Easement for Access (P) under section 88A numbered sixteen on the plan

- 13.1** Full, free and unimpeded right for the Authority Benefited and persons authorised by the Authority Benefited to go, pass and repass over that part of the Lot Burdened marked Easement for Access (P) on the plan (including, without limitation, members of the public) on

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

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Plan: DP 269140

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C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to allow it or them to exercise or perform any of its or their powers, authorities, duties, functions or rights, and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

13.2 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 13.1 may be exercised; and
- (b) temporarily suspend the use of the accessway, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered sixteen on the plan (in addition to those entitled at law)

SRA.
Council of the City of Willoughby

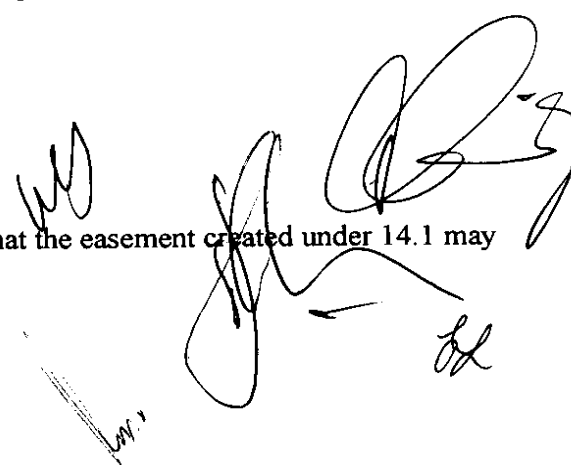
14 Terms of Easement to Use Lift Variable Width (Q) under section 88A numbered seventeen on the plan

14.1 Full, free and unimpeded right for the Authority Benefited and persons authorised by the Authority Benefited (including, without limitation, members of the public) to use the lift installed on that part of the Lot Burdened marked Easement to Use Lift (Q) on foot or using wheelchairs or other disabled access aids for the purpose of access to allow it or them to exercise or perform any of its or their powers, authorities, duties, functions or rights, and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

14.2 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 14.1 may be exercised; and



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

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Plan: D P 269 140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
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EASEMENTS OVER LOTS 1 TO 6
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- (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered seventeen on the plan (in addition to those entitled at law)

SRA
Council of the City of Willoughby

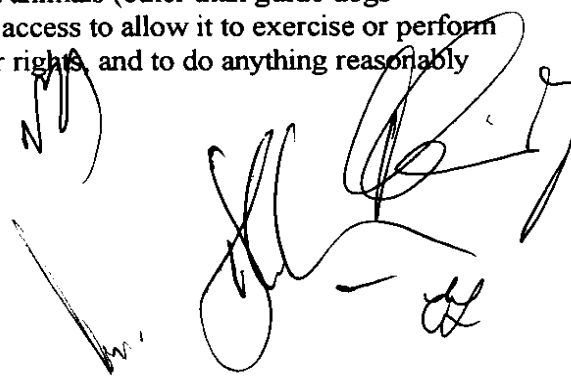
15 Terms of Easement for Access Variable Width (H) under section 88B numbered eighteen on the plan

- 15.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them being (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over that part of the Lot Burdened marked Easement for Access (H) at all times and for all purposes on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
(b) taking anything onto the Lot Burdened..

16 Terms of Easement for Access Variable Width (R) under section 88A numbered twenty on the plan

- 16.1 Full, free and unimpeded right for the Authority Benefited and persons authorised by the Authority Benefited (including, without limitation, members of the public) to go, pass and repass over that part of the Lot Burdened marked Easement for Access (R) on the plan at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to allow it to exercise or perform any of its or its powers, authorities, duties, functions or rights, and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
(b) taking anything onto the Lot Burdened.
- 

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Plan: DP 269140

~~Subdivision of Lot 1 DP 776500 &
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C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

**Name of person empowered to release, vary or modify easement numbered twenty on
the plan (in addition to those entitled at law)**

SRA
Council of the City of Willoughby.

**17 Terms of Easement for Recreation Variable Width (S) numbered twenty-one on the
plan**

17.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or
interest in possession in the Lots Benefited or any part of the Lots Benefited with which the
right is capable of enjoyment and the persons authorised by them (including, without
limitation, members of the public from time to time as determined by SRA) to use that part of
the Lot Burdened marked Easement for Access (S) at all times for the purpose of recreation
(including, without limitation, the right to sit, set out tables for outdoor licensed cafe and
restaurant eating, set up and use kiosks selling food, drinks or newspapers), and to do
anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened, and
- (c) carrying out any works.

17.2 Rights under this easement are only exercisable:

- (a) subsidiary to the rights of persons having the benefit of easements for access over the
sites marked Easement for Access Variable Width (A), Easement for Access Variable
Width (B), Easement for Access Variable Width (C), Easement for Access Variable
Width (D), Easement for Access Variable Width (F), Easement to use Lift Variable
Width (G), Easement for Access Variable Width (H) and subject to Easement for
Support 44 Wide (K) and Easement for Services Variable Width (M) and subject to
the Positive Covenants (D) on the plan; and
- (b) in accordance with the requirements of all laws (including, without limitation,
development and other local council consents requiring certain pathway clearances
and liquor licensing laws).



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Plan: D P 269140

~~Subdivision of Lot 1 DP 776500 &
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C.S. EASEMENT OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 877307~~

18 Terms of Easement for Recreation Variable Width (T) under section 88A numbered twenty-two on the plan

18.1 Full, free and unimpeded right for SRA and persons authorised by SRA to use that part of the Lot Burdened marked Easement for Recreation (T) on the plan at all times for the purpose of recreation (including, without limitation, the right to sit, set out tables for outdoor licensed cafe and restaurant eating, set up and use kiosks selling food, drinks or newspapers) and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened, and
- (c) carrying out any works.

18.2 Rights under this easement are only exercisable:

- (a) subsidiary to the rights of persons having the benefit of easements for access over the sites marked Easement for Access Variable Width (A), Easement for Access Variable Width (B), Easement for Access Variable Width (C), Easement for Access Variable Width (D), Easement for Access Variable Width (F), Easement to use Lift Variable Width (G), Easement for Access Variable Width (H) and subject to Easement for Support 44 Wide (K) and Easement for Services Variable Width (M) and subject to the Positive Covenants (D) on the plan; and
- (b) in accordance with the requirements of all laws (including, without limitation, development and other local council consents requiring certain pathway clearances and liquor licensing laws).

Name of person empowered to release, vary or modify easement numbered twenty-two on the plan (in addition to those entitled at law)

SRA

Council of the City of Willoughby.

19 Terms of Restriction on Use numbered twenty-three on the plan

19.1 Each person other than SRA entitled to an estate or interest in possession in Lots 1, 2, 3 and 5 or any parts of them are not entitled to enjoy the benefit of easements, covenants and restrictions on use in connection with their respective lots unless and until the registered proprietors and each of the persons entitled to an estate in possession (excluding sub-lessees) from time to time of those lots have first entered into a deed in terms of the Plaza Deed between SRA and Winten Developments Pty Limited (ACN 003 513 219) dated 27. 7. 1998 and entered in the register at the Land Titles Office as Book 1 No 732 as replaced, varied or modified from time to time.

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20 Terms of Easement for Support 44 Wide (K) numbered twenty-four on the plan

- 20.1 Reserving to the proprietor of the Lot Burdened the right to use the Lot Burdened for any purpose not inconsistent with this easement, an easement for support over that part of the Lot Burdened marked Easement for Support 44 Wide (K) on the plan to permit and suffer the building and other improvements situated on the Lot Benefited and part of it with which the right is capable of enjoyment ("**Improvements**" which expression includes any variation or replacement from time to time) to be supported vertically and horizontally by the soil of the Lot Burdened and any part of it and by all pillars, beams, columns, slabs and walls standing for the time being in, on, above or across the soil of the Lot Burdened or any part of it, subject to the following conditions:
- 20.2 The proprietor from time to time of the Lot Benefited and any person authorised by that proprietor has the right to enter onto the Lot Burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of Improvements which are located on the Lot Burdened ("**Works**").
- 20.3 Except in an emergency when the following conditions will not apply:
- (a) the proprietor of the Lot Burdened acting reasonably may prescribe the days and times of the day or night that the proprietor of the Lot Benefited may exercise its rights under 20.1 and 20.2 of this easement;
 - (b) the proprietor of the Lot Benefited must not enter upon the Lot Burdened without first giving the proprietor of the Lot Burdened at least 14 days prior written notice of the intention to enter and carry out Works permitted by this easement and, also in that notice, giving the proprietor of the Lot Benefited a general indication of the nature and extent of the works intended to be undertaken.
- 20.4 The proprietor of the Lot Benefited and any other person exercising or purporting to exercise the rights created by this easement acknowledges and agrees that the grant of this easement and the exercise any rights under it over the Lot Burdened is on the condition that the proprietor of the Lot Benefited:
- (a) promptly repairs, at the expense of the proprietor of the Lot Benefited, any damage to the Lot Burdened caused by the proprietor of the Lot Benefited and that proprietor's servants, agents, employees, contractors, subcontractors or licensees;
 - (b) enters upon the Lot Burdened at his or her own risk and releases the proprietor of the Lot Burdened and that proprietor's employees, servants, agents, contractors and subcontractors from all claims, demands, costs, losses, damage and other responsibilities of whatever nature (including death or personal injury) and howsoever caused except to the extent caused by the negligence of the proprietor of the Lot

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Burdened or that proprietor's employees, servants, agents, contractors or subcontractors;

- (c) must take all reasonable precautions to ensure that there is as little disturbance as possible to the Lot Burdened and the use of the Lot Burdened and, if there is any disturbance to the Lot Burdened, then as soon as reasonably possible must restore it as nearly as practicable to its original condition (the adequacy of that restoration being determined by the proprietor of the Lot Burdened acting reasonably); and
- (d) must identify himself or herself upon demand when upon the Lot Burdened in connection with this easement.

20.5 The proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and held harmless the proprietor of the Lot Burdened and that proprietor's employees, servants, agents, contractors and subcontractors from and against all claims, demands, costs, losses, damage and other responsibilities of whatever nature arising from:

- (a) any works;
- (b) the exercise or purported exercise of any rights granted by this easement;
- (c) any act, neglect, default or omission by the proprietor of the Lot Benefited and that proprietor's servants, agents, employees, contractors, subcontractors or licensee's,

except to the extent caused by negligence of the proprietor of the Lot Burdened or that proprietor's employees, servants, agents, contractors or subcontractors.

20.6 Despite any other provision of this easement, the Proprietor of the Lot Benefited has no right to construct within the Lot Burdened any pillars, beams, columns, slabs, walls, or other structures (other than those in existence at the 31 December 1999 or such other date agreed to in writing by the Proprietor of Lot 6) to support the Improvements erected on the Lot Benefited.

21 Terms of Easement for Services Variable Width (M) numbered twenty-five on the plan

21.1 Reserving to the proprietor of the Lot Burdened the right to use the Lot Burdened for any purpose not inconsistent with this easement, full and free right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots Benefited with which the right is capable of enjoyment (including without limitation any person authorised by them) ("Authorised User") the free and uninterrupted passage of all services of whatever kind as are or may be reasonably necessary from time to time for the use and enjoyment of the Lot Benefited and all buildings and structures erected on the Lot Benefited (including, but without limiting the generality of the foregoing, electricity, gas, telephone, communications, water, sewerage, drainage, air-conditioning, exhaust air, mechanical, fire safety, grease removal and mechanical ventilation) within and through all wires, cables, pipes, conducts, ducts, drains and other structures and appurtenances of

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whatever nature as are or may be reasonably necessary from time to time for such purpose, including but not limited to those existing within the Lot Burdened or any part thereof as at the date of creation of this easement ("**Services**")

- 21.2 The proprietor from time to time of the Lot Benefited and any person authorised by that proprietor has the right to enter onto the Lot Burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Services which are located on the Lot Burdened ("**Works**").
- 21.3 Except in an emergency when the following conditions will not apply:
- (a) the proprietor of the Lot Burdened acting reasonably may prescribe the days and times of the day or night that the proprietor of the Lot Benefited may exercise its rights under 21.1 and 21.2 of this easement;
 - (b) the proprietor of the Lot Benefited must not enter upon the Lot Burdened without first giving the proprietor of the Lot Burdened at least 14 days' prior written notice of the intention to enter and carry out Works permitted by this easement and, also in that notice, giving the proprietor of the Lot Benefited a general indication of the nature and extent of the works intended to be undertaken.
- 21.3 The proprietor of the Lot Benefited and any other person exercising or purporting to exercise the rights created by this easement acknowledges and agrees that the grant of this easement and the exercise any rights under it over the Lot Burdened is on the condition that the proprietor of the Lot Benefited:
- (a) promptly repairs, at the expense of the proprietor of the Lot Benefited, any damage to the Lot Burdened caused by the proprietor of the Lot Benefited and that proprietor's Authorised Users;
 - (b) enters upon the Lot Burdened at his or her own risk and releases the proprietor of the Lot Burdened and that proprietor's employees, servants, agents, contractors and subcontractors from all claims, demands, costs, losses, damage and other responsibilities of whatever nature (including death or personal injury) and howsoever caused except to the extent caused by the negligence of the proprietor of the Lot Burdened or that proprietor's employees, servants, agents, contractors or subcontractors;
 - (c) must take all reasonable precautions to ensure that there is as little disturbance as possible to the Lot Burdened and the use of the Lot Burdened and, if there is any disturbance to the Lot Burdened, then as soon as reasonably possible must restore it as nearly as practicable to its original condition (the adequacy of that restoration being determined by the proprietor of the Lot Burdened acting reasonably); and

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- (d) must identify himself or herself upon demand when upon the Lot Burdened in connection with this easement.

21.4 The proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and held harmless the proprietor of the Lot Burdened and that proprietor's employees, servants, agents, contractors and subcontractors from and against all claims, demands, costs, losses, damage and other responsibilities of whatever nature arising from:

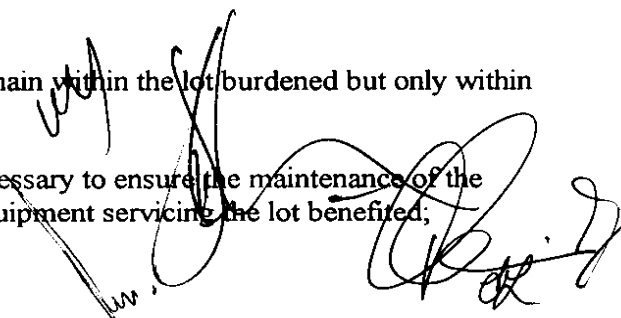
- (a) any Works;
- (b) the exercise or purported exercise of any rights granted by this easement;
- (c) any act, neglect, default or omission by the proprietor of the Lot Benefited and that proprietor's Authorised Users,

except to the extent caused by negligence of the proprietor of the Lot Burdened or that proprietor's employees, servants, agents, contractors or subcontractors.

22 Easement for support of SRA Overhead Structures Variable Width (N) numbered twenty-six on the plan

22.1 The owner of the lot burdened must:

- (a) permit and suffer the owner of the lot benefited to:
 - (i) attach catenary wires and conduits servicing the lot benefited (including but not limited to conduits containing electrical wires, communications, optic fibres, signalling cables and other service lines) and any item which is necessary or convenient for use by the owner of the lot benefited in connection with Normal Railway Operations ("wires and other equipment") to the lot burdened but only within the easement site; and
 - (ii) do anything reasonably necessary for that purpose, including:
 - entering into the lot burdened; and
 - taking anything onto the lot burdened; and
 - carrying out work.
- (b) allow any wires and other equipment to remain within the lot burdened but only within the easement site;
- (c) carry out any work to the easement site necessary to ensure the maintenance of the support provided to any wires and other equipment servicing the lot benefited;



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- (d) not do anything which will or is likely to detract from the stability of the support of the easement site for any wires and other equipment servicing the lot benefited.

22.2 In exercising any right or rights the subject of clause 22.1(a) the owner of the lot benefited must:

- (a) ensure any work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lots burdened; and
- (c) cause as little damage as is practicable to the lots burdened and any improvements on it; and
- (d) restore the lot burdened as nearly as is practicable to its former condition;
- (e) make good any collateral damage; and
- (f) not do anything which will in any way detract from the stability of any structure contained within the lot burdened.

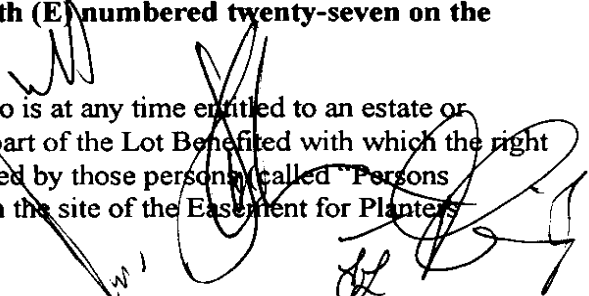
22.3 In this easement:

"Normal Railway Operations" means the operations and functions of State Rail Authority of New South Wales and Rail Access Corporation, from time to time including:

- (i) operating trains or the equipment associated with them;
- (ii) operating train stations and providing proper access and facilities to the public in connection with train stations;
- (iii) providing for the maintenance and upgrading of railway tracks or the equipment associated with operating trains; and
- (iv) any other activity required by State Rail Authority of New South Wales or Rail Access Corporation's constituting legislation.

23 Terms of Easement for Planters Variable Width (E) numbered twenty-seven on the plan

23.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of the Lot Benefited with which the right is capable of enjoyment and every person authorised by those persons (called "Persons Benefited") to maintain as an encroachment within the site of the Easement for Planters



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Variable Width (E) on the plan, Planters for the use, benefit and enjoyment of the Lot Benefited.

- 23.2 For the purposes of this easement, the Persons Benefited have the right to enter onto the Lot Burdened and also to remain there for the reasonable time necessary (with tools, plant, machinery, scaffolding, implements and other material) for the purposes of maintain, repairing, removing, making good, inspecting and cleaning the Planters which are located on the Lot Burdened (called "Works").
- 23.3 Except in an emergency when the clauses 23.3(a) and 23.3(b) will not apply:
- (a) the proprietor of the Lot Burdened acting reasonably may prescribe the days and times of the day or night that the Persons Benefited may exercise their rights under clause 2 of this easement;
 - (b) the Persons Benefited must not enter upon the Lot Burdened without first giving the proprietor of the Lot Burdened at least 28 days prior written notice of the intention to enter the Lot Burdened and carry out the Works permitted by this easement and, also in that notice, giving the proprietor of the Lot Burdened a general indication of the nature and extent of the works intended to be carried out; and
 - (c) the Persons Benefited must not enter upon the Lot Burdened or exercise rights under this easement:
 - (i) in manner which will interfere with Normal Railway Operations; and
 - (ii) unless and until those persons have satisfied the proprietor of the Lot Burdened that they hold insurance in connection with public liability, workers compensation and all other risks the proprietor of the Lot Burdened requires, acting reasonably. The person benefited acknowledge that insurance required by the proprietor of the Lot Benefited in connection with any loss which may be suffered by the proprietor of the Lot Benefited, the State Rail Authority of New South Wales, or Rail Access Authority in connection with any interference with Normal Railway Operations caused or contributed to by the persons benefited, employees, contractors or invitees of them will be a reasonable requirement of the proprietor for the purposes of this clause 23.3(c)(ii).
- 23.4 The Person Benefited exercising or purporting to exercise their rights created by this easement acknowledge and agree that the grant of this easement and the exercise of any rights under it are on the condition that the Persons Benefited:
- (a) promptly repair, at the expense of the Persons Benefited, any damage to the Lot Burdened caused by the Persons Benefited and the employees, agents, contractors and sub-contractors of the Persons Benefited;

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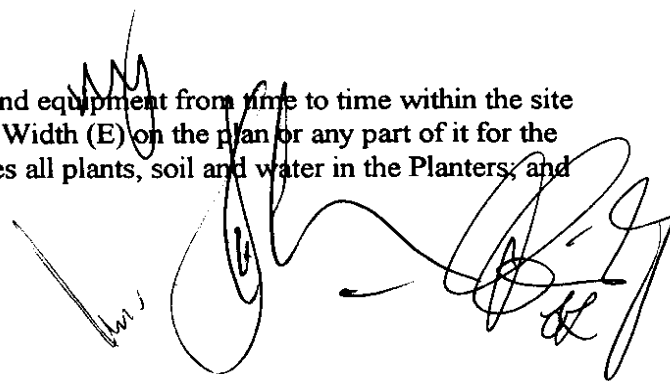
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- (b) at the expense of the Persons Benefited, keep the Planters in good repair and safe condition;
 - (c) enter upon the Lot Burdened at their own risk and, without prejudice to the provisions of clause 23.3(c) of this easement, release the proprietor of the Lot Burdened and the employees, agents, contractors and sub-contractors of the proprietor of the Lot Burdened from all claims, demands, costs, losses, damage and other responsibilities of whatever nature (including death or personal injury) and howsoever caused except to the extent caused by the negligence of the proprietor of the Lot Burdened or the employees, agents, contractors or sub-contractors of the proprietor of the Lot Burdened;
 - (d) without prejudice to clause 23.3(c) of this easement, must take all reasonable precautions to ensure that there is as little disturbance as possible to the Lot Burdened and the use of the Lot Burdened and, if there is any disturbance to the Lot Burdened, then as soon as reasonably possible must restore it as nearly practicable to its original condition (the adequacy of that restoration being determined by the proprietor of the Lot Burdened acting reasonably); and
 - (e) must identify themselves upon demand when upon the Lot Burdened in connection with this easement.
- 23.5 Without prejudice to clause 23.3(c) of this easement, the Persons Benefited indemnify the proprietor of the Lot Burdened and the employees, agents, contractors and sub-contractors of the proprietor of the Lot Burdened from and against all claims, demands, costs, losses, damage and other responsibilities of whatever nature arising from:
- (a) any Works;
 - (b) the exercise or purposed exercise of any rights granted by this easement; and
 - (c) any act, neglect, default or omission by the persons benefited and the employees, agents, contractors and sub-contractors of the persons benefited,

except to the extent caused by the negligence of the proprietor of the Lot Burdened or the employees, agents, contractors or sub-contractors of the proprietor of the Lot Burdened.

23.6 In this easement:

- (a) "Planters" means all improvements and equipment from time to time within the site of the Easement for Planters Variable Width (E) on the plan or any part of it for the purpose of growing plants and includes all plants, soil and water in the Planters, and



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- (b) **"Normal Railway Operations"** means the operations and functions of State Rail Authority of New South Wales and Rail Access Corporation, from time to time including:
- (i) operating trains or the equipment associated with them;
 - (ii) operating train stations and providing proper access and facilities to the public in connection with train stations;
 - (iii) providing for the maintenance and upgrading of railway tracks or the equipment associated with operating trains; and
 - (iv) any other activity required by State Rail Authority of New South Wales or Rail Access Corporation's constituting legislation.

24 Terms of Easement to use Lifts (U) numbered twenty-nine on the plan

24.1 Full, free and unimpeded right for the proprietor of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited and any part of the Lot Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to enter be in and use the Lifts constructed within the area shown in the abovementioned plan as (U) (Lifts) subject to the conditions set out in this easement.

24.2 The SRA may:

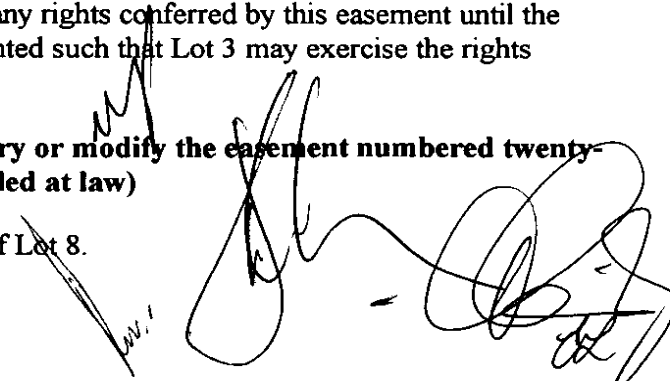
- (a) prescribe days and times of the day or night that the easement created under 24.1 may be exercised; and
- (b) temporarily suspend the use of the Lifts, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

24.3 If any person exercises or purports to exercise the rights granted in 24.1, then by doing so the person enters on the Lot Burdened at that persons own risk.

24.4 Despite clause 24.1, Lot 3 may not exercise any rights conferred by this easement until the rights referred to in clause 8.2 have been granted such that Lot 3 may exercise the rights referred to in clause 8.1.

Name of person empowered to release, vary or modify the easement numbered twenty-nine on the plan (in addition to those entitled at law)

The registered proprietor from time to time of Lot 8.



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25 Terms of Easement for Access (V) numbered thirty-one on the plan

25.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repossess over those parts of the Lot Burdened shown in the plan as Easement for Access (V) at all times on foot without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened

such grant being given and taken on the express agreement and acknowledgement that the exercise of the rights conferred by this easement would be detrimentally and materially prejudiced if any retail or commercial use (or any use ancillary to retail or commercial use) is allowed or maintained in the parts of the Lot Burdened in the site marked Easement for Access (V) on the plan with the intention that the acknowledgement shall pass with the benefit and burden of this easement.

26 Terms of Easement for Access 3.3 Wide and Variable Width (W) and numbered thirty three on the plan

26.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part of the Lots Benefited with which the right is capable of enjoyment and every person authorised by any of those persons (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repossess over that part of the Lot Burdened shown in the plan as Easement for Access (W) at all times on foot without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened,

subject to the conditions set out in 26.2.

26.2 If any person exercises or purports to exercise the rights granted by 26.1 by doing so:

- (d) the person enters upon the Lot Burdened at that persons own risk;
- (e) the proprietor of the Lot Benefited releases the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from any

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claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened;

- (f) the proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and hold harmless the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened.

27 Terms of Restriction on Use numbered thirty-five on the plan

- 27.1 Each person entitled to an estate or interest in possession in the Lots Burdened or any parts of it are not entitled to use the Lot Burdened for any purpose or to enjoy the benefit of easements, covenants and restrictions on use in connection with the Lot Burdened unless and until the registered proprietor from time to time of the Lot Burdened has secured and registered on the title to the Lot Burdened easements, covenants and restrictions on use necessary for the proper occupation of the Lot Burdened in accordance with condition number 97 in development consent 1996/0316 of the Council of the City of Willoughby.

Name of person empowered to release, vary or modify restriction on use numbered thirty-five on the plan (in addition to those entitled at law)

Council of the City of Willoughby

28 Terms of Easement for Access Variable Width (X) numbered thirty-six on the plan

- 28.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over those parts of the Lot Burdened shown in the plan as Easement for Access (X) on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
(b) taking anything onto the Lot Burdened.

- 28.2 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 28.1 may be exercised; and

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

(Sheet 34 of 37 Sheets)

Plan: DP 269140

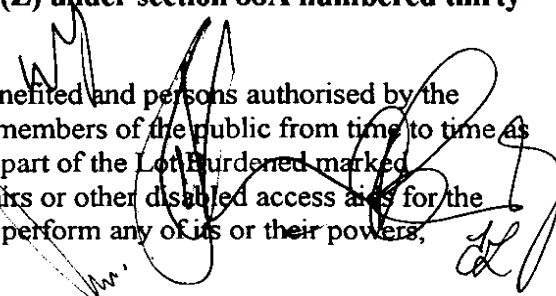
~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997
EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307~~
C.S.

- (b) temporarily suspend the use of the accessway, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.
- 28.3 Despite clause 28.1, Lot 3 may not exercise any rights conferred by this easement until rights for access (similar in terms to the rights conferred on Lot 3 in this easement) are conferred on Lot 3 over Lot 5.
- 29 Terms of Easement for Access Variable Width (Y) under section 88A numbered thirty-eight on the plan**
- 29.1 Full, free and unimpeded right for the Authority Benefited and for all persons authorised by the Authority Benefited (including, without limitation, members of the public from time to time as determined by SRA) to go, pass and repass over the Lot Burdened on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the site marked Easement for Access (Y) on the plan and to do anything reasonably necessary for that purpose including:
- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.
- 29.2 SRA may:
- (a) prescribe days and times of the day or night that the easement created under 29.1 may be exercised; and
- (b) temporarily suspend the use of the accessway, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered thirteen on the plan (in addition to those entitled at law)

SRA.
Council of the City of Willoughby

30 Terms of Easement to Use Lift Variable Width (Z) under section 88A numbered thirty-nine on the plan

- 30.1 Full, free and unimpeded right for the Authority Benefited and persons authorised by the Authority Benefited (including, without limitation, members of the public from time to time as determined by SRA) to use the lift installed on that part of the Lot Burdened marked Easement to Use Lift (Z) on foot or using wheelchairs or other disabled access aids for the purpose of access to allow it or them to exercise or perform any of its or their powers,
- 

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

(Sheet 35 of 37 Sheets)

Plan: 0269140

Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997
EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 5 D.P. 879307

authorities, duties, functions or rights, and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

30.2 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 30.1 may be exercised; and
- (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered seventeen on the plan (in addition to those entitled at law)

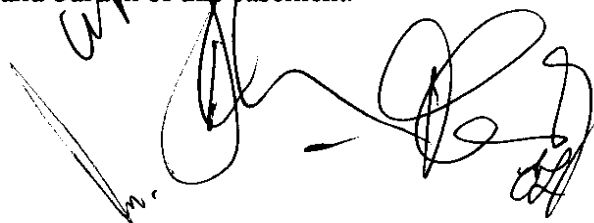
SRA
Council of the City of Willoughby

31 Terms of Easement for Access 3.3 Wide and Variable Width (AA) under section 88A numbered forty on the plan

31.1 Full, free and unimpeded right for the Authority Benefited and for all persons authorised by the Authority Benefited (including, without limitation, members of the public) to go, pass and repass over the Lot Burdened at all times of the day and night on foot without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the site marked Easement for Access (AA) on the plan and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened

such grant being given and taken on the express agreement and acknowledgement that the exercise of the rights conferred by this easement would be detrimentally and materially prejudiced if any retail or commercial use is allowed or maintained in the parts of the Lot Burdened in the site marked Easement for Access (AA) on the plan with the intention that the acknowledgement shall pass with the benefit and burden of this easement.

Handwritten signature and initials in black ink, located at the bottom right of the page.

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

(Sheet 36 of 37 Sheets)

Plan: 0 P 269140

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~
C.S. EASEMENTS OVER LOTS 1 TO 6 INCLUSIVE
AND LOT 8 D.P. 879307

**Name of person empowered to release, vary or modify easement numbered thirteen on
the plan (in addition to those entitled at law)**

SRA.
Council of the City of Willoughby

Interpretation

The terms of the easements created by this instrument are covenants and agreements between the proprietor of the Lot Benefited both for itself, its successors and every other person who is entitled from time to time to an estate or interest in possession in the Lot Benefited or any part of it with which the right is capable of enjoyment) and the proprietor of the Lot Burdened both for itself, its successors and every other person who is entitled from time to time to an estate or interest in possession in the Lot Burdened or any part of it to the intent that those covenants are annexed to and pass with the benefit and burden of this easement

THE COMMON SEAL of STATE)
RAIL AUTHORITY OF NEW)
SOUTH WALES is affixed in accordance)
with its articles of association in the)
presence of:

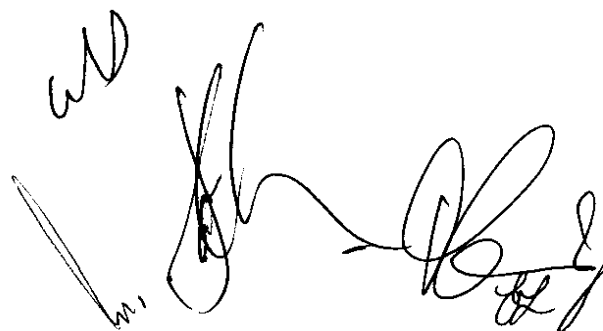
.....
Signature of authorised person

.....
Office held

.....
Name of authorised person (block letters)

The Common Seal of STATE RAIL AUTHORITY
OF NEW SOUTH WALES was hereunto affixed
In the presence of:-


AUTHORISED OFFICER



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

(Sheet 37 of 37 Sheets)

Plan: DP 269140

**THE COMMON SEAL of WINTEN
DEVELOPMENTS PTY LIMITED** is
affixed in accordance with its articles of
association in the presence of:

.....
Signature of authorised person

.....
Office held

.....
Name of authorised person (block letters)

**THE COMMON SEAL of THE
COUNCIL OF THE CITY OF
WILLOUGHBY** was affixed hereto
pursuant to a resolution of the Council at
its meeting held on 15th June 1998.)
)
)
)
)
)

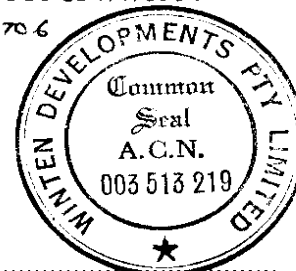
.....
General Manager

John C Owen

.....
Print Name

~~Subdivision of Lot 1 DP 776500 &
Lots 4 and 5 DP 864229 covered by Council's
Certificate No 1996/0316 of 7/7/1997~~

~~EASEMENTS OVER LOTS 1 TO 6
INCLUSIVE AND LOT 8
D.P. 879367~~



.....
Signature of authorised person

.....
Office held

.....
Name of authorised person (block letters)

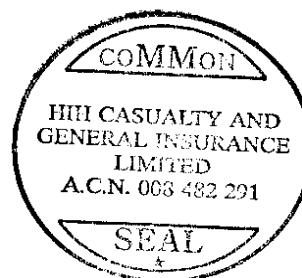


.....
Mayor

Patrick T Reilly

.....
Print Name

The Common Seal of HIH CASUALTY AND
GENERAL INSURANCE LIMITED ACN 008 482
291 was hereunto affixed by the authority of the
Directors of the Board in the presence of:



RECEIVED 14-8-1998

DP1006213

Registered 14/12/1997

C.A. SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: UO952 - 64.2

Last Plan: DP819307, DP1005532

PLAN OF SUBDIVISION OF
LOT 10 D.P. 1005532 &
EASEMENT FOR ACCESS
OVER LOT 9 D.P. 1005532

Lengths are in metres. Reduction Ratio 1:400

LGA: WILLOUGHBY

Locality: ST. LEONARDS

Parish: WILLOUGHBY

County: CUMBERLAND

This is sheet 1 of my plan in
(Delete if inapplicable).

7 sheets.

Surveyors (Practising) Regulation 1996
I, MARK J. JOYCE, ANDREW
or DENNIS L. LYNCH, of C/O D. 630, SYDNEY,
NSW, being duly sworn, depose and say that the
above is a true and correct copy of the plan as
submitted to me by the Surveyors (Practising) Regulation 1996 and was
completed on 26.7.99.The survey, made to the lots 10, 12, 13, 14,
15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 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632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 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1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 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2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109,

DP1006213

Registered  M14-12-1999

This is sheet 2 of my plan in 7 sheets dated

Surveyor registered under Surveyors Act 1929
M.S. Fisher

This is sheet 2 of the plan of 7 sheets covered by subdivision certificate No. 4366 of 1/5/10/99

Authorised Person General Manager/ Accredited Centre
For use where there is a restriction in any case or Plan Form 2

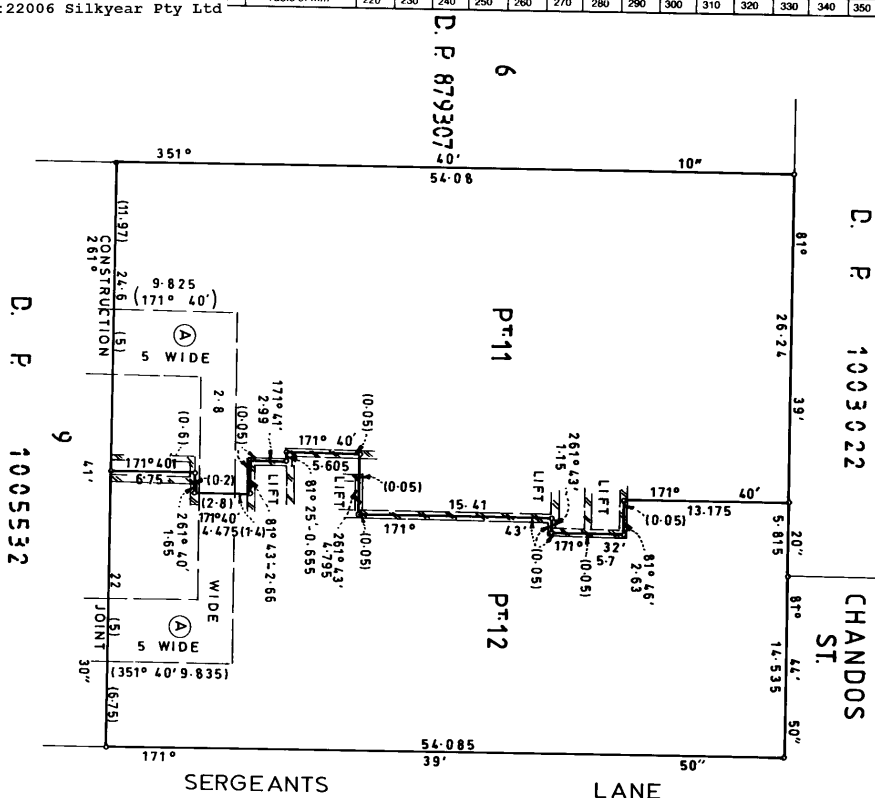
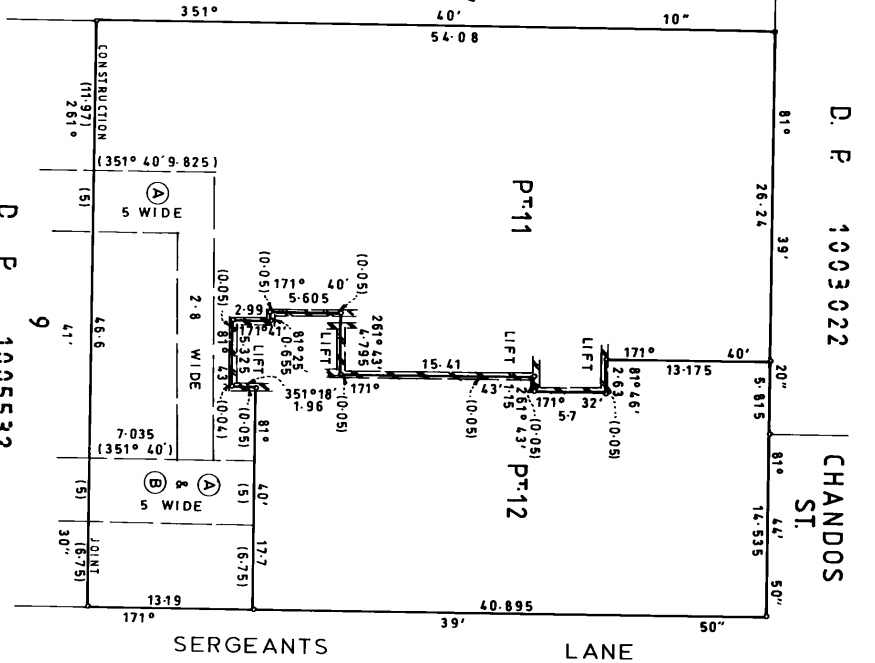
THE CORNICH CREAM OF
HIMMESTRENS (NO.1)
PTY. LTD. ACN0084451 AS
WAS OFFICER AND THE JUDGES

Dr. (Dr.)

Director/Chairman

TO BE RELEASED

- 1. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.269140)
- 2. EASEMENT FOR ACCESS VARIABLE WIDTH (D.P.269140)
- 3. POSITIVE COVENANT (D.P.269140)



DP1006213

Registered: 14-12-1999

This is sheet 3 of my plan in 7 sheets

A.S. Jackson

Surveyor registered under Surveyors Act 1929

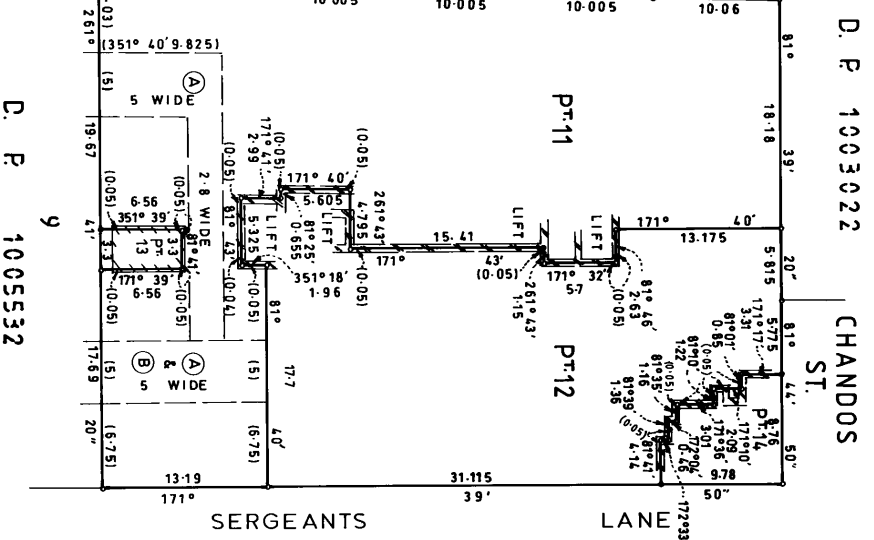
This is sheet 3 of my plan of 7 sheets covered by subdivision certificate No. 4-36 G. of 1/5 of C. 77

Authorised Person/General Manager/ Accredited Certifier

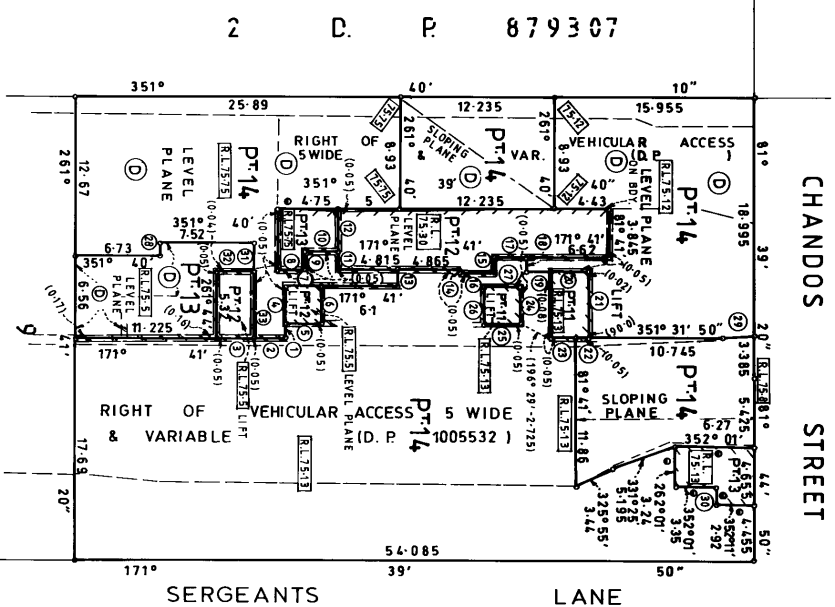
For use where space is insufficient in any case or Plan Form 2

Reduction Ratio 1:300

SURVEY REFERENCE 951009 STG.3 SUB.



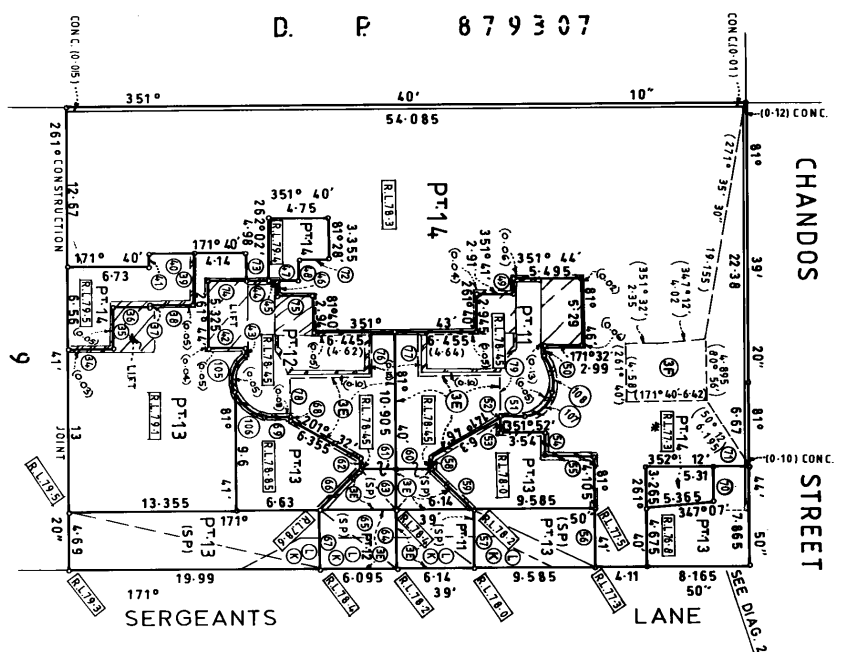
SHORT LINES		
N°	BEARING	DISTANCE
1	81° 47'	1.15
2	171° 18'	3.68
3	171° 18'	2.92
4	451° 47'	2.81
5	81° 47'	2.84
6	351° 41'	2.9
7	171° 41'	2.15
8	81° 28'	1.455
9	171° 28'	2.65
10	251° 28'	1.455
11	251° 28'	3.355
12	251° 28'	1.365
13	81° 47'	0.2
14	251° 41'	1.18
15	81° 41'	2.75
16	171° 41'	2.5
17	171° 41'	1.35
18	81° 47'	2.85
19	351° 44'	2.85
20	351° 44'	5.295
21	81° 46'	1.07
22	171° 32'	1.92
23	171° 32'	4.95
24	171° 20'	2.85
25	251° 41'	2.85
26	251° 41'	2.85
27	351° 41'	1.01
28	251° 47'	2.44
29	157° 27' 40"	1.405
30	250° 56'	2.25
31	251° 45'	3.02
32	351° 41'	5.3
33	81° 45'	5.3



CARPARK LEVEL 2
LAND LIMITED IN DEPTH TO R.L.72.55 & LIMITED IN HEIGHT BY THE LEVEL & SLOPING PLANES SHOWN ON CARPARK LEVEL 1 & BY LOT 2 D.P. 879307.
A - RIGHT OF ALTERNATE ACCESS & B - RIGHT OF VEHICULAR ACCESS 5 WIDE BETWEEN THE LEVEL PLANS R.L.72.55 & R.L.74.65
R.L.74.65

CARPARK LEVEL 1
ALL LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES SHOWN THUS R.L. ON GROUND LEVEL.
D - RIGHT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (D.P. 1005532)
DENOTES FACE OF WALL

* EXCEPT WHERE COVERED BY PT13 ABOVE PLAZA LEVEL



D. P. 1005532

GROUND LEVEL (ALSO SEE DIAGRAM 3 SHEET 5)

ALL PART LOTS SHOWN ARE LIMITED IN DEPTH BY THE LEVEL & SLOPING PLANES SHOWN THUS R.L. & ARE LIMITED IN HEIGHT BY THE LEVEL & SLOPING PLANES SHOWN ON PLAZA LEVEL.

(3E) - EASEMENT FOR ACCESS LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANE BOUNDARIES OF PLOTS 11 & 12 & LIMITED IN HEIGHT TO 2.2 METRES ABOVE EACH LEVEL & SLOPING PLANE.

(3F) - RESTRICTION ON USE OF LAND LIMITED TO THE STRUTUM BETWEEN THE LEVEL PLANES R.L.78.6 & R.L.80.9

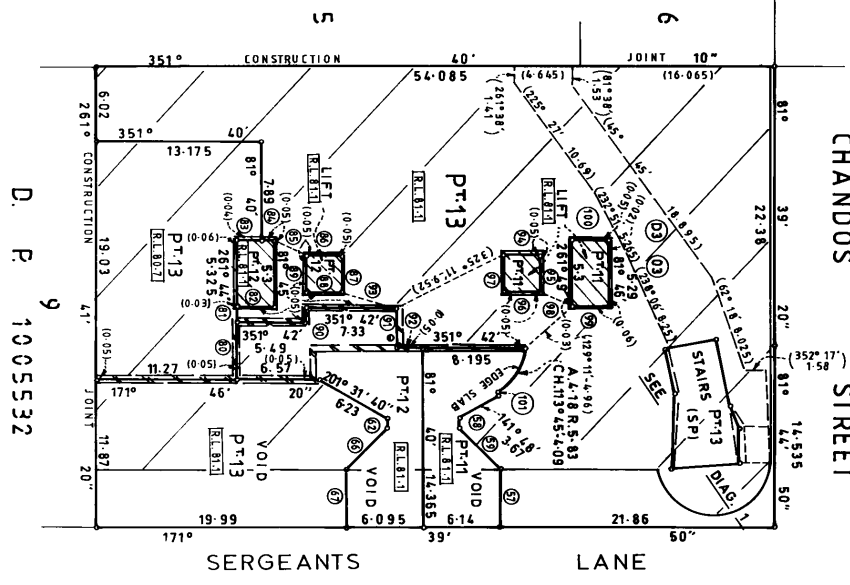
(ISP) - DENOTES SLOPING PLANE.
(L) - PUBLIC RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
(K) - PUBLIC RIGHT OF FOOTWAY VARIABLE WIDTH.

D.P. 269140 (G) & (A) - EASEMENT TO USE LIFT.

SHORT LINES					
Nº	BEARING	DISTANCE	Nº	BEARING	DISTANCE
34	351° 41'	3.675	70	260° 56'	2.79
35	261° 38'	3.3	71	352° 12'	2.87
36	351° 39'	2.89	72	171° 28'	2.65
37	261° 40'	0.1	73	261° 45'	2.25
38	351° 08'	3.51	74	351° 41'	3.02
39	262° 12'	4.14	75	351° 41'	2.9
40	171° 40'	3.33	76	81° 43'	3.62
41	81° 40'	1.01	77	261° 13'	3.58
42	171° 18'	3.02	78	261° 40'	3.07
43	261° 45'	0.565	79	81° 40'	3.25
44	351° 42'	1.865	80	261° 25'	4.545
45	351° 42'	0.62	81	260° 34'	1.29
46	81° 47'	1.195	82	171° 18'	3.02
47	351° 41'	1.53	83	351° 42'	1.955
48	261° 28'	1.615	84	351° 42'	1.065
49	261° 20'	1.21	85	171° 23'	2.755
50	81° 40'	0.87	86	351° 41'	2.9
51	171° 40'	1.94	87	81° 40'	2.94
52	80° 30'	0.17	88	171° 43'	2.91
53	80° 30'	1.17	89	261° 47'	2.94
54	82° 46'	1.8	90	261° 31'	1.715
55	351° 16'	3.88	91	81° 42'	3.195
56	81° 41'	4.69	92	351° 42'	2.015
57	261° 40'	4.69	93	81° 18'	4.57
58	261° 40'	0.81	94	351° 41'	2.91
59	216° 42'	4.64	95	81° 20'	2.95
60	171° 56'	2.84	96	171° 43'	2.925
61	171° 56'	2.84	97	261° 40'	2.945
62	261° 41'	0.765	98	162° 29'	2.725
63	81° 40'	3.27	99	171° 32'	2.99
64	81° 40'	4.69	100	351° 42'	2.985
65	171° 39' 50"	6.095	101	82° 01'	0.315
66	306° 29'	4.625	102	61° 10'	1.98
67	261° 41'	4.69	103	80° 56'	2.79
68	261° 41'	0.245	104	238° 12'	1.86
69	171° 33'	2.14			

D. P. 1005532

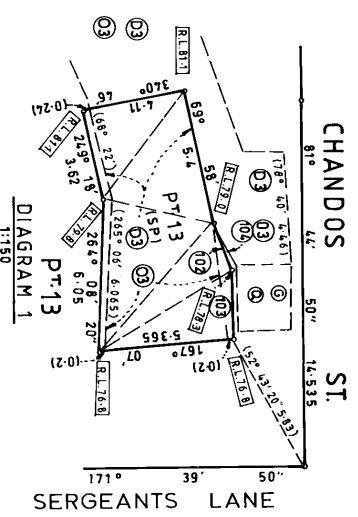
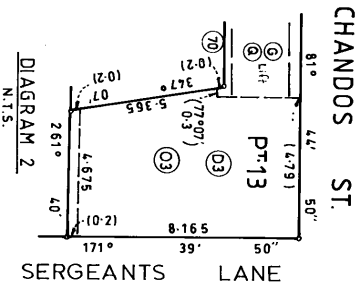
ARCS				
CHORD				
Nº	RADIUS	ARC	BEARING	DISTANCE
105	2.43	3.215	278° 57'	2.985
106	2.6	3.33	215° 29'	3.105
107	2.25	3.115	130° 31'	2.87
108	3.15	3.07	70° 53'	2.95



D. P. 1005532

PLAZA LEVEL

ALL PLOTS ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES SHOWN THUS R.L. & ARE LIMITED IN HEIGHT BY THE LEVEL PLANES SHOWN ON MEZZANINE LEVEL.



DP1006213

Registered: M. S. Andrew

This is sheet 4 of the plan of 7 sheets

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 7 sheets covered by subdivision certificate No. 44-36-6 of 15/1/1999

Authorized Person/General Manager/Authorized Officer

For use where space is insufficient in any plan or plan form 2

Reduction Ratio 1:300

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 951009 STG 3 SUB

DP1006213

Registered: 14/12/1999

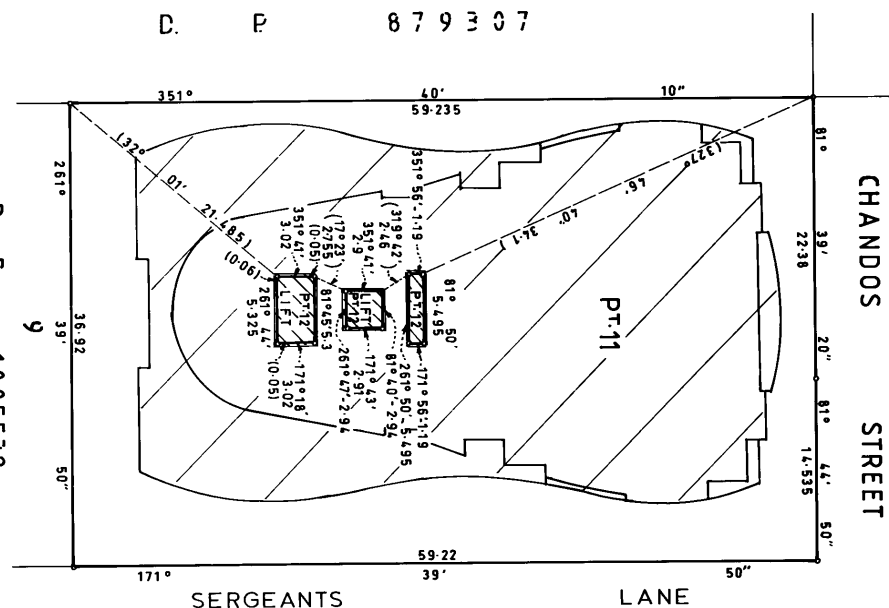
This is sheet 6 of my plan of 7 sheets
dated

Surveyor registered under Surveyors Act 1929

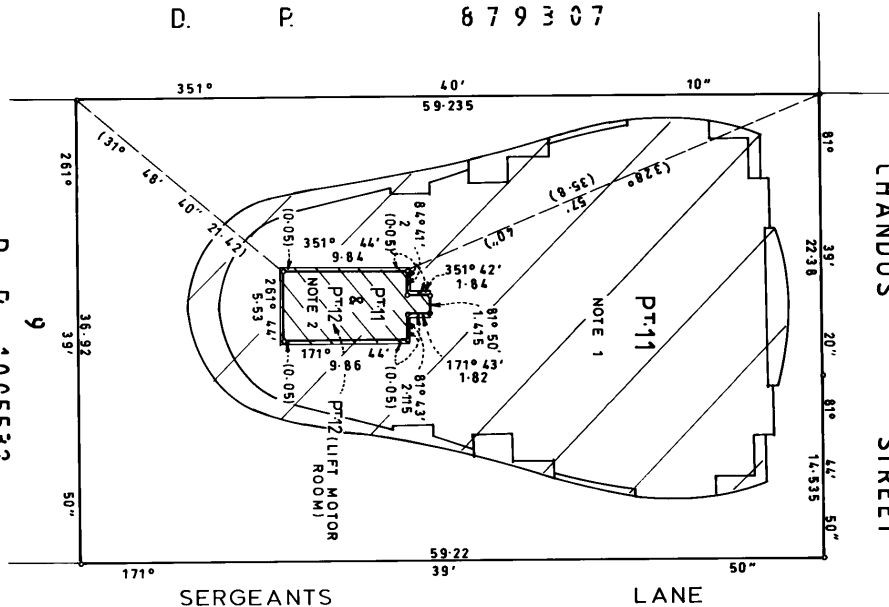
This is sheet 6 of the plan of 7 sheets
covered by subdivision certificate No. 4366
of 15/10/99

Authorised Person General Manager/Accredited Controller

For a drawing space a notifier in any case of Plan Form 2



LEVEL 17
LAND BETWEEN R.L.131.00 & R.L.133.97



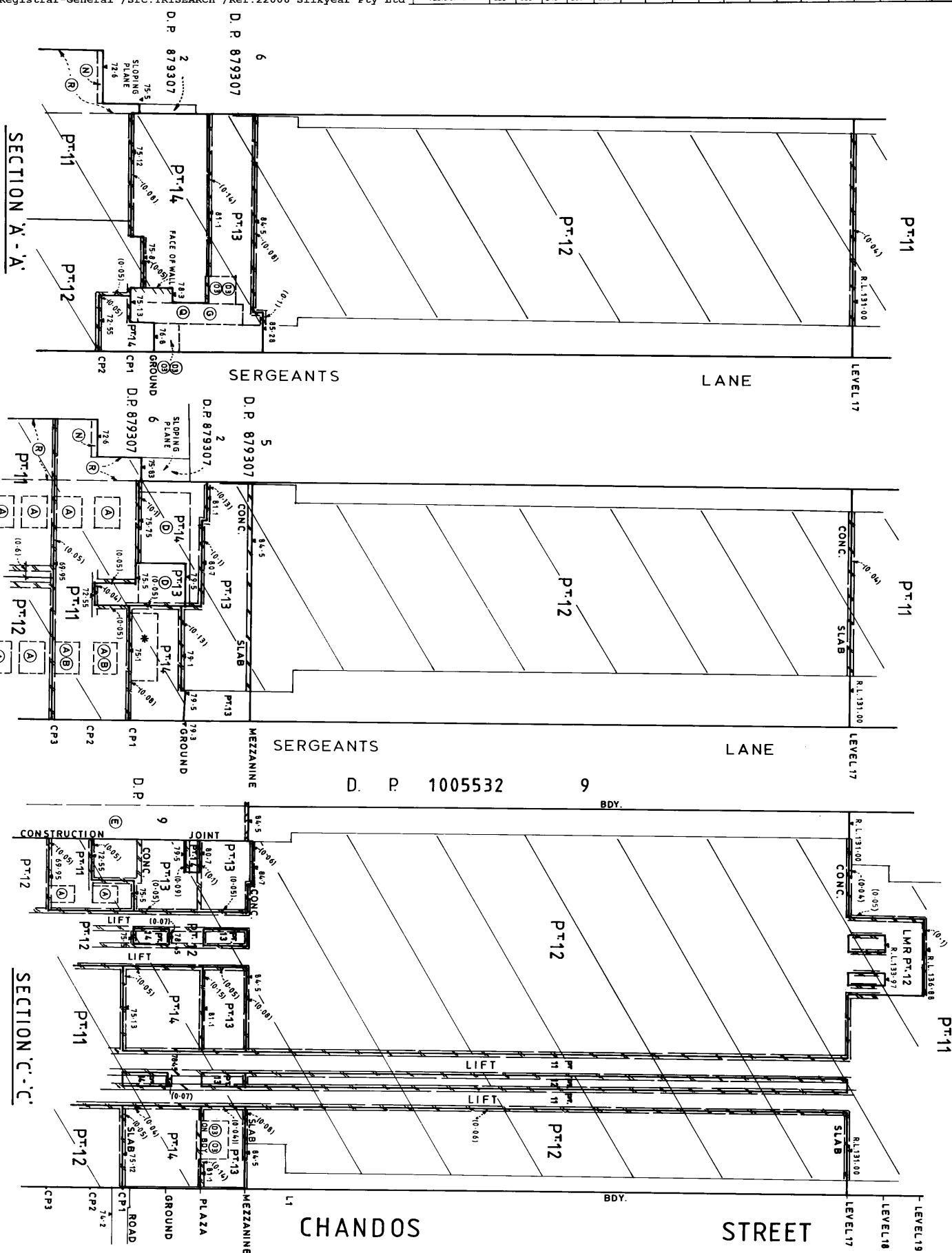
LEVEL 18 & ABOVE
LAND ABOVE R.L.133.97

NOTE 1-PT LOT 11 IS LIMITED IN DEPTH TO R.L.133.97 & UNLIMITED IN HEIGHT.
NOTE 2-PT LOT 11 IS LIMITED IN DEPTH TO R.L.136.88 & UNLIMITED IN HEIGHT.
-PT LOT 12 IS LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES R.L.135.97 & R.L.136.88.

Plan Drawing only to appear in this space

Surveyors Reference: 951009 STG 3 SUB

Reduction Ratio 1:300



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

(Sheet 1 of 17 Sheets)

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

DP1006213

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

Winten Developments Pty Limited
ACN 003 811 309 of Level 10,
61 Lavender Street, Milsons Point

**Full name and address of mortgagee
of the land:**

1. State Rail Authority of New South
Wales of 11-31 York Street,
Sydney
2. Westpac Administration Pty
Limited ACN 008 617 203 of
c/- Westpac Banking Corporation,
Level 3, Cnr Petrie Plaza &
Citywalk, Canberra, ACT
3. ~~CBA Corporate Services (NSW)
Pty Limited ACN 070 765 434 of
48 Martin Place, Sydney, NSW~~
4. Venrange (No.3) Pty Limited
ACN 080 255 894 of 110 Pacific
Highway, St Leonards, NSW
5. HIH Investments (No.1) Pty
Limited ACN 082 431 436 of
Level 42, 50 Bridge Street,
Sydney, NSW

Handwritten signatures and initials:
Lunch
Glan Rj / 1/2/2
Xo

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

(Sheet 2 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

Part 1

**In this Part 1 a reference to "SRA" or "State Rail Authority" means the
State Rail Authority of New South Wales**

1. **Identity of easement to be created and numbered one in the plan** Easement for Access 3.2 Wide (D2)

Schedule of Lots etc. Affected

Lots Burdened

9 DP1005532

Lots Benefited

11, 12, 13, 14 and

2, 3, 5 & 6 DP879307 and

10 DP1003022

2. **Identity of easement to be created under section 88A and numbered two in the plan** Easement for Access 3.2 Wide (O2)

Schedule of Lots etc. Affected

Lots Burdened

9 DP1005532

Authority Benefited

Council of the City of Willoughby and
State Rail Authority

3. **Identity of positive covenant under section 88BA numbered three in the plan** Positive Covenant (D2)

Schedule of Lots etc. Affected

Lots Burdened

9 DP1005532

Lots Benefited

11, 12, 13, 14 and

2, 3, 5 & 6 DP879307 and

10 DP1003022

Handwritten signatures and initials:
A large signature "A. M. M." is written across the bottom left.
To its right, "cy RJ" is written.
Further right, "1/21/20" is written.
On the far right, there is a large stylized signature and the number "80".

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

(Sheet 3 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

4. **Identity of easement to be created and numbered four in the plan** Right of Alternate Access 5 & 2.8 Wide (A)

Schedule of Lots etc. Affected

Lots Burdened

Lots Benefited

11

12

12

11

- 5 **Identity of easement to be created and numbered five in the plan** Right of Vehicular Access 5 Wide (B)

Schedule of lots etc. Affected

Lots Burdened

Lots Benefited

11

12

- 6 **Identity of restriction numbered six in the plan** Restriction on Use of Land (3F)

Schedule of Lots etc. Affected

Lots Burdened

Authority Benefited

14

Council of the City of Willoughby

7. **Identity of positive covenant under section 88BA numbered seven in the plan** Positive Covenant

Schedule of Lots etc. Affected

Lots Burdened

Authority Benefited

14

Council of the City of Willoughby

[Handwritten signature and initials]

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

(Sheet 4 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

8. **Identity of easement to be created and numbered eight in the plan** Easement for Access Variable Width (D3)

Schedule of Lots etc. Affected

Lots Burdened

13

Lots Benefited

11, 12, 14 and
9 DP1005532 and
2, 3, 5, 6 DP879307 and
10 DP1003022

9. **Identity of easement to be created under section 88A and numbered nine in the plan** Easement for Access Variable Width (O3)

Schedule of Lots etc. Affected

Lots Burdened

13

Authority Benefited

Council of the City of Willoughby and
State Rail Authority

10. **Identity of positive covenant under section 88BA numbered ten in the plan** Positive Covenant (D3)

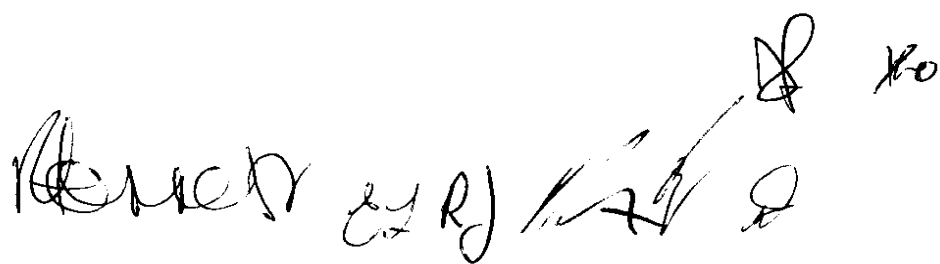
Schedule of Lots etc. Affected

Lots Burdened

13

Lots Benefited

11, 12, 14 and
9 DP1005532 and
2, 3, 5, 6 DP879307 and
10 DP1003022

X


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

(Sheet 5 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

11. **Identity of easement to be created and numbered eleven in the plan** Easement for Access (3E)

Schedule of Lots etc. Affected

Lots Burdened

11

12

Lots Benefited

12

11

12. **Identity of easement to be created and numbered twelve in the plan** Right to Use Fire Stairs

Schedule of Lots etc. Affected

Lots Burdened

Each lot

Lots Benefited

Every other lot

13. **Identity of restriction numbered thirteen in the plan** Restriction on Use of Land (3G)

Schedule of Lots etc. Affected

Lots Burdened

12

Lots Benefited

13

X

[Handwritten signatures and initials]

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

(Sheet 6 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

14. **Identity of easement to be created and numbered fourteen in the plan** Right to Use Lifts (3H)

Schedule of Lots etc. Affected

Lots Burdened

12

Lots Benefited

13

15. **Identity of easement to be created and numbered fifteen in the plan** Right of Footway 1 Wide and Variable Width (3J)

Schedule of Lots etc. Affected

Lots Burdened

12

Lots Benefited

13

16. **Identity of easement to be created and numbered sixteen in the plan** Restriction on Use

Schedule of Lots etc. Affected

Lots Burdened

11, 12, 13 and 14,
9 DP1005532, 2 and 6DP879307
and 10 DP1003022

Lots Benefited

3, 5 and 6DP879307 and 10 DP1003022

17. **Identity of easement to be created and numbered seventeen in the plan** Restriction on the Use

Schedule of Lots etc. Affected

Lots Burdened

11, 12, 13 and 14,
9 DP1005532, 2 and 6DP879307
and 10 DP1003022

Lots Benefited

SRA
Council of the City of Willoughby

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

(Sheet 7 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

PART 1A

1. **Identity of easement to be
released firstly referred
to in abovementioned Plan**

Easement for Access Variable Width
(D) (DP269140)

Schedule of Lots etc. Affected

Lots Burdened

9 and 10 DP1005532 (formerly
Lot 1 DP879307)

Lots Benefited

2, 3, 5 and 6 DP879307 and 10
DP1003022 (formerly 8 DP879307)

2. **Identity of easement to be
released secondly referred
to in abovementioned Plan**

Easement for Access Variable Width
(O) (DP269140)

Schedule of Lots etc. Affected

Lots Burdened

9 and 10 DP1005532 (formerly
Lot 1 DP879307)

Authorities Benefited

State Rail Authority and
Council of City of Willoughby

3. **Identity of easement to be
released thirdly referred
to in abovementioned Plan**

Easement for Carparking Variable
Width (DP269141)

Schedule of Lots etc. Affected

Lots Burdened

9 and 10 DP 1005532
(formerly Lot 1 DP879307)

Lots Benefited

2 and 3 DP879307

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

(Sheet 8 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

Part 2

**In this Part 1 a reference to "SRA" or "State Rail Authority" means the
State Rail Authority of New South Wales**

**1. TERMS OF EASEMENT FOR ACCESS 3.2 WIDE
(D2) AND NUMBERED ONE ON THE PLAN AND
TERMS OF EASEMENT FOR ACCESS VARIABLE
WIDTH (D3) AND NUMBERED EIGHT ON THE
PLAN AND TERMS OF EASEMENT FOR ACCESS
(3E) AND NUMBERED ELEVEN ON THE PLAN**

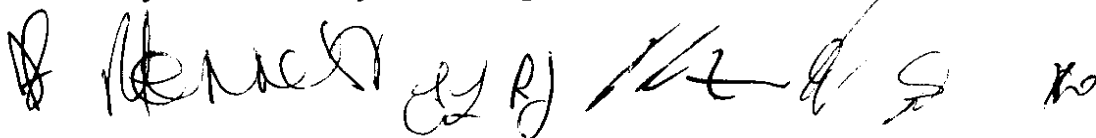
1.1 Full, free and unimpeded right of each person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part of the Lots Benefited with which the right is capable of enjoyment and the persons authorized them (including, without limitation, members of the public from time to time as determined by State Rail Authority) to go, pass and repass over those parts of the Lot Burdened shown in the plan as Easement for Access (D2) and Easement for Access Variable Width (D3) and Easement for Access (3E) at all times on foot with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the Lot Benefited and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

1.2 Despite clause 1.1, Lot 3 DP879307 may not exercise any rights conferred by this easement until rights for access (similar in terms to the rights conferred on that lot in this easement) are conferred on Lot 3 over Lot 5 DP879307.

**2. TERMS OF EASEMENT FOR ACCESS 3.2 WIDE
(O2) UNDER SECTION 88A NUMBERED TWO ON
THE PLAN AND EASEMENT FOR ACCESS
VARIABLE WIDTH (O3) UNDER SECTION 88A
AND NUMBERED NINE ON THE PLAN**

2.1 Full, free and unimpeded right for the Authority Benefited and for all persons authorised by the Authority (including, without limitation, members

Handwritten signatures and initials, including a large 'X' mark, are present at the bottom of the page.

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

(Sheet 9 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

of the public) to go, pass and repass over the Lot Burdened at all times of the day and night on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) for the purpose of access to the site marked Easement for Access 3.2 wide (O2) and Easement for Access variable width (O3) and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened.

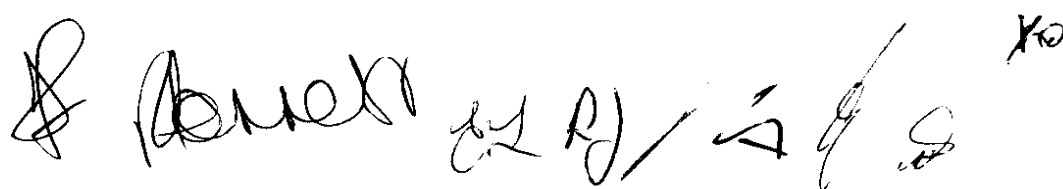
**Name of person empowered to release vary or modify restriction on
use numbered two on the plan (in addition to those entitled at law)**

Council of the City of Willoughby and State Rail Authority

**3. TERMS OF POSITIVE COVENANTS UNDER
SECTION 88BA AND NUMBERED THREE(D2) AND
TEN(D3) ON THE PLAN**

3.1 Each person who is at any time entitled to an estate or interest in possession in the Lot Burdened must as a condition of exercising its rights numbered 7, 9, 11, 18, 29, 31 and 36 in Part 1 of the section 88B Instrument registered with DP269140 and the rights numbered 8 in Part 1 of this instrument:

- (a) take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all improvements from time to time in or on the site marked Easement for Access Variable Width (D3) on the plan or Easements for Access (C), (H), (V) or (X) in DP269140 or Easements to Use Lift (G) or (U) in DP269140 and promptly repair any damage to the improvements ("Works");
- (b) be solely responsible for the cost of the Works; and
- (c) comply with all legal requirements in relation to the Works including without limitation the requirements of section 8 of the Transport Administration Act 1988.

X  X

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

(Sheet 10 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

**4. TERMS OF RIGHT OF ALTERNATE ACCESS 5 &
2.8 WIDE(A) AND NUMBERED FOUR ON THE
PLAN**

4.1 Full, free and unimpeded right of each person who is at any time entitled to an estate or interest in possession in the Lots Benefited or any part of the Lots Benefited with which the right is capable of enjoyment and every person authorised by any of those persons to go, pass and repass over that part of the Lot Burdened shown in the plan as Right of Alternate Access 5 and 2.8 wide (A) at all times with vehicles and without animals (other than guide dogs assisting visually or hearing impaired persons) for the purpose of access to the Lot Benefited but only if normal access is prevented due to mechanical failure or other reasonably unavoidable circumstances and to do anything reasonably necessary for that purpose including:

- (a) entering the Lot Burdened; and
- (b) taking anything onto the Lot Burdened,

subject to the conditions set out in 4.2 of this instrument.

4.2 If any person exercises or purports to exercise the rights granted by 4.1 by doing so:

- (a) the person enters upon the Lot Burdened at that person's own risk;
- (b) the proprietor of the Lot Benefited releases the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from against any claim, loss or damage or whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened; and
- (c) the proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and hold harmless the proprietor of the Lot Burdened and that proprietor's servants, agents, employees, contractors and subcontractors from against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Lot Burdened.

[Handwritten signatures and initials]

DP1006213

**5. TERMS OF RIGHT OF VEHICULAR ACCESS 5
WIDE (B) AND NUMBERED FIVE ON THE PLAN**

- 687782.4 HXT RZF

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

(Sheet 12 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

**6. TERMS OF RESTRICTION ON USE OF LAND
(3F) NUMBERED SIX ON THE PLAN**

- 6.1. Each person entitled to an estate or interest in possession in the Lots Burdened or any parts of it are not entitled to use the Lot Burdened for any purpose or to enjoy the benefit of easements, covenants and restrictions on use in connection with the Lot Burdened unless and until the registered proprietor from time to time of the Lot Burdened has secured and registered on the title to the Lot Burdened easements, covenants and restrictions on use necessary for the proper use or occupation of the Lot Burdened in accordance with condition number 86 in development consent 1996/0316 of the Council of the City of Willoughby.

Name of person empowered to release vary or modify restriction on use numbered six on the plan (in addition to those entitled at law)

Council of the City of Willoughby

**7. TERMS OF POSITIVE COVENANT UNDER
SECTION 88BA AND NUMBERED SEVEN ON THE
PLAN**

- 7.1 The registered proprietors of the Lot Burdened (herein called the "proprietor") shall at all times in respect of the stormwater drainage detention system (herein called the "system") identified on the above Plan:
- (a) construct, clean, maintain and repair all pits, tanks, pipe lines, orifice plates, trench barriers, walls, earth banks and other structure and
 - (b) remove debris as necessary to ensure the efficient operation from time to time and at all times of the system PROVIDED HOWEVER that the Council of the City of Willoughby shall have the right to enter upon the Lot Burdened with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
 - (i) to view the state of repair of the system;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within fourteen (14)

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

(Sheet 13 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

days of the date of receipt by the proprietor of written notice from the Council of the City of Willoughby requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council of the City of Willoughby may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.

**8. TERMS OF RIGHT TO USE FIRE STAIRS AND
NUMBERED TWELVE ON THE PLAN**

Full, free and unimpeded right for any person who is at any time entitled to an estate or interest in possession of the Lot Benefited or any part of that Lot with which the right is capable of enjoyment and any person authorised by that person to go, pass and repass across and through the part of the Lot Burdened where there are fire stairs on foot and without vehicles to and from the Lot Benefited or any part of it. The use of the Lot Burdened for the purposes of this easement is limited to emergency situations and for the proper conduct of fire drills and ancillary training in connection with emergency use.

**9. TERMS OF RESTRICTION ON USE
(3G)NUMBERED THIRTEEN ON THE PLAN**

Each person entitled to an estate or interest in possession in the Lots Burdened in any parts of it are not entitled to attach anything to that part of the Lot Benefited marked 3(G) on the plan including any part of the slab, the swimming pool beam or any other structure on or within that part of the Lot Benefited without the approval of the proprietor for the time being of the Lot Benefited.

**Name of person empowered to release vary or modify restriction on
use numbered nine on the plan (in addition to those entitled at law)**

Council of the City of Willoughby and State Rail Authority

**10. TERMS OF RIGHT TO USE LIFT(3H) AND
NUMBERED FOURTEEN ON THE PLAN**

- 10.1 Full, free and unimpeded right for any person who is at any time entitled to an estate or interest in possession of the Lot Benefited or any part of the Lot Benefited with which the right is capable of enjoyment and any persons authorised by that person to use the lift installed on that part of the Lot

Handwritten signatures and initials in black ink, including what appears to be 'R. M. M.', 'G. R.', 'K. B.', and 'D.', along with a small '80' at the far right.

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

(Sheet 14 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
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Burdened marked Right to Use Lift (3H) for the purpose only of access to and from the mezzanine level of the Lot Benefited at all times of the day and night subject to the conditions set out in 10.2 and 10.3.

10.2 The proprietor of the Lot Burdened may:

- (a) impose reasonable security measures and requirements to be observed by the proprietor of the Lot Burdened and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Lot Benefited; and
- (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

10.3 If any person exercises or purports to exercise the rights granted in 10.1, then by doing so the person enters on the Lot Burdened at that person's own risk.

**11. TERMS OF RIGHT OF FOOTWAY ACCESS 1 WIDE
AND VARIABLE WIDTH (3J) AND NUMBERED
FIFTEEN ON THE PLAN**

11.1 Full, free and unimpeded right for any person who is at any time entitled to an estate or interest in possession of the Lot Benefited or any part of the Lot Benefited with which the right is capable of enjoyment and any persons authorised by that person to go, pass and repass at all times of the day or night on foot or using wheel chairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually impaired persons) and taking the most direct route for the purpose only of gaining access to or from the mezzanine level of the Lot Benefited subject to the conditions set out in clauses 11.2 and 11.3.

11.2 The proprietor of the Lot Burdened may:

- (a) impose reasonable security measures and requirements to be observed by the proprietor of the Lot Burdened and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Lot Benefited; and
- (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

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

(Sheet 15 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No 4366

- 11.3 If any person exercises or purports to exercise the rights granted in 11.1, then by doing so the person enters on the Lot Burdened at that person's own risk.

**12. TERMS OF RESTRICTION ON USE NUMBERED
SIXTEEN ON THE PLAN**

Any persons (other than SRA) entitled to an estate on interest in possession in the Lots Burdened or parts of them are not entitled to enjoy the benefit of Easement for Recreation Variable Width (S) numbered 21 in Part 1 of the 88B instrument registered with DP269140 unless they comply with the terms of that easement as set out in Part 2 of that 88B instrument amended to delete "Easement for Access Variable Width (D)" and "Positive Covenants (D)" and substitute instead "Easements for Access Variable Width (D2) and (D3) (created by the 88B instrument registered with DP1006213)" and "Positive Covenants (D2) and (D3) (created by the section 88B instrument registered with DP1006213)" respectively.

Name of person empowered to release vary or modify restriction on use numbered sixteen on the plan (in addition to those entitled at law)

State Rail Authority and the Council of the City of Willoughby

**13. TERMS OF RESTRICTION ON USE NUMBERED
SEVENTEEN ON THE PLAN**

Any persons (other than SRA) entitled to an estate on interest in possession in the Lots Burdened or parts of them are not entitled to enjoy the benefit of Easement for Recreation Variable Width (T) numbered 22 in Part 1 of the 88B instrument registered with DP269140 unless they comply with the terms of that easement as set out in Part 2 of that 88B instrument amended to delete "Easement for Access Variable Width (D)" and "Positive Covenants (D)" and substitute instead "Easements for Access Variable Width (D2) and (D3) (created by the 88B instrument registered with DP1006213)" and "Positive Covenants (D2) and (D3) (created by the section 88B instrument registered with DP1006213)" respectively.

Name of person empowered to release vary or modify restriction on use numbered seventeen on the plan (in addition to those entitled at law)

State Rail Authority and the Council of the City of Willoughby

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

(Sheet 16 of 17 Sheets)

DP1006213

Subdivision of Lot 10 DP 1005532
covered by Council's Certificate No. 366

THE COMMON SEAL OF THE COUNCIL OF THE)
CITY OF WILLOUGHBY WAS HERETO AFFIXED)
ON THE 19TH DAY OF OCTOBER 1999)
PURSUANT TO A RESOLUTION OF COUNCIL)

Council Authorised Person
PASSED ON THE 11TH DAY OF OCTOBER 1999)

MAYOR

**THE COMMON SEAL of WINTEN
DEVELOPMENTS PTY LIMITED**
was affixed in the presence of:

M L Edwards
Secretary/Director WITNESS

Please print

**THE COMMON SEAL of
WESTPAC ADMINISTRATION
PTY LIMITED** was affixed in the
presence of:

KAREN LEE
Secretary/Director WITNESS

Please print

**THE COMMON SEAL of CBA
CORPORATE SERVICES (NSW)
PTY LIMITED** was affixed in the
presence of:

Secretary/Director

Please print

GENERAL MANAGER

WINTEN DEVELOPMENTS Pty Ltd
by its Attorney Jessie Ann Alexander
pursuant to Power of Attorney register Book 4167
No. 5111 and I have no notice of the revocation of
Director Power of Attorney.

Please print ROSLYN FORREST

LOUIS KEPERT
Director P/A Book 4199
No 140

Please print

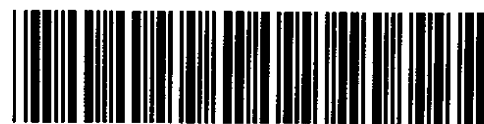
Director

Please print

Licence: AUS/0635/96

including easement

New South Wales
Real Property Act 1900



Instructions for filling out
this form are available
from the Land Titles Office

Office of State Revenue use only

NEW SOUTH WALES DUTY
15-12-1999 0000185831-001
SECTION 18(2)
DUTY \$ *****2.00

(A) **LAND TRANSFERRED**

If appropriate, specify
the share transferred.

Folio Identifiers 3/879307 & 7/879307

(B) **TENEMENTS**

Servient (land burdened)

3/879307 +

7/879307

Dominant (land benefited)

State Rail Authority
of New South Wales

(C) **LODGED BY**

LTO Box

415

Name, Address or DX and Telephone

MALLESONS STEPHEN JAUQUES

Reference (15 character maximum): 02.0101-4263649

(D) **TRANSFEROR** STATE RAIL AUTHORITY OF NEW SOUTH WALES

(E) acknowledges receipt of the consideration of \$180,000 transfers to the transferee

(F) an estate in fee simple and the transferor - grants an easement as set out in Schedule One hereto

(G) - reserves an easement as set out in Schedule Two hereto.

(H) Encumbrances (if applicable) 1. 2. 3. 4.

(I) **TRANSFeree**

T

WINTEN DEVELOPMENTS PTY LIMITED

ACN 003 513 219

TENANCY:

(J)

(K) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE 23 MARCH 2000

Signed in my presence by the transferor who is personally known to me.

Signature of Witness

BOB MACKENZIE

Name of Witness (BLOCK LETTERS)

LEVEL 2 CENTRAL STATION

Address of Witness

The Common Seal of STATE RAIL AUTHORITY
of NEW SOUTH WALES was hereunto affixed
in the presence of:

AUTHORISED OFFICER

Signed in my presence by the transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Transferee's
Solicitor

PAULA ARMSTRONG

(Ls)

SCHEDULE ONE

grant of easement

Complete the Tenements panel on the front

The transferor grants

(M)

SCHEDULE TWO

reservation of easement

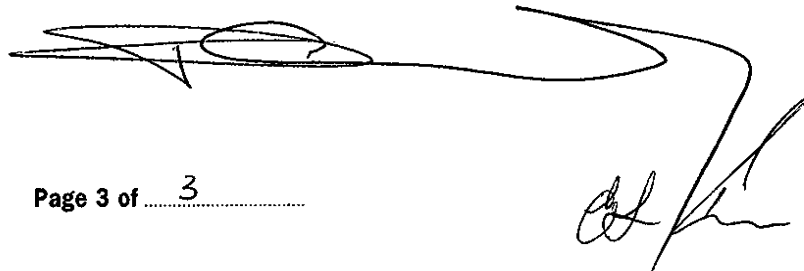
Complete the Tenements panel on the front

The transferor reserves to

- (a) itself;
- (b) the Railway Access Corporation;
- (c) the Railway Services Authority; and
- (d) their successors or assigns

and all persons authorised by them, or any one or more of them, the right to cause such lawful noise and vibration as may arise from their "operations" to be transmitted into and across the land burdened.

For the purpose of this clause, "operations" include all lawful activities, infrastructure and works and/or maintenance related to the operation of railway passenger services and railway freight services and any such transport service which is additional to or in substitution for any railway service.

A large, stylized handwritten signature in black ink, appearing to be 'ALAN', is written across the bottom right of the page. The signature is fluid and extends across the width of the page.

Form: 97-11R
Licence: 026CN/0536/96

REQUEST

6680917T



Instructions for filling out this form are
available from the Land Titles Office

New South Wales
Real Property Act 1900

- (A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

- (B) **TITLE**
Show no more
than 20 titles.

Folio Identifiers 3/879307 and 7/879307

- (C) **REGISTERED DEALING**
If applicable.

- (D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Dealing Code
41J	Mallesons Stephen Jaques DX 113 Sydney (02) 9296 2000 02-0101-4263 REFERENCE (15 character maximum): 0635269.01 (GCP)	

- (E) **APPLICANT**

State Rail Authority of New South Wales

- (F) **REQUEST**

POSITIVE COVENANT

Section 88E(3) Conveyancing Act 1919

REGISTERED PROPRIETOR: Winten Developments Pty Limited (ACN 003 513 219)

LESSEE: Winten Developments Pty Limited (ACN 003 513 219)

MORTGAGEE OF LEASE: HIH Casualty and General Insurance Limited (ACN 008 482 291)

THE APPLICANT, a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919, imposes the following Positive Covenant on the land referred to above and applies to have such Covenant recorded in the Register.

TERMS OF POSITIVE COVENANT: As set out in Annexure A.

[Handwritten signatures]

(G)

STANDARD EXECUTION

Diels
Pated 23 March 2000

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

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

DATE

Signed in my presence by the Applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Applicant

FOR EXECUTION REFER TO
ANNEXURE "A"

to K

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE
CREATED UNDER SECTION 88E OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 5 Sheets)

A reference to "SRA" as the Authority benefited is a reference to the State Rail Authority of New South Wales, its employees, agents and invitees (including, without limitation, members of the public from time to time as determined by the State Rail Authority)

Positive covenant under section 88E
Relating to the site of Easements for
Access (V) and (AA) in DP [269140]

Schedule of Lots etc. Affected

Lots burdened

Authority benefited

3 and 7

SRA

Terms of Positive Covenant and Restriction

1.1 Each registered proprietor from time to time of the Lot Burdened:

- (a) grants full, free and unimpeded right for the Authority Benefited and any person authorised by the Authority Benefited (including without limitation SRA and members of the public from time to time as determined by SRA ("Authorised Users")) to go, pass and repass over that part of the Lot Burdened marked Easement for Access (V) and (AA) on the plan at all times on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals for the purpose of access, and to do anything reasonably necessary for that purpose including:
- (i) entering the Lot Burdened; and
- (ii) taking anything onto the Lot Burdened; and
- (b) must take all reasonable steps to ensure the proper maintenance, repair and replacement of all surfaces of and improvements on the site marked Easements for Access (V) and (AA) on the plan including, where relevant, entering proper maintenance, safety, cleaning and repair contracts ("Works") and to keep the site clean and free of rubbish and obstructions; and
- (c) is solely responsible for and must promptly pay the cost of the Works and of cleaning the site; and
- (d) must effect and keep in force proper and adequate insurance policies with a reputable insurer which covers:
- (i) loss or damage from any cause whatsoever to the site on a full reinstatement and replacement basis; and
- (ii) any liability to any person whatsoever for the death of or injury to or loss or damage to property of any person upon the site including any death,

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE
CREATED UNDER SECTION 88E OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 5 Sheets) *of 5*
Re No *Prdc*

injury, loss or damage arising out of or in the course of or caused by the
exercise by the Authority Benefited and any Authorised Users of its
rights under this covenant; and

- (e) is solely responsible for and must promptly pay the cost of all such insurances and
must promptly make any claim and apply the proceeds in fulfilment of the proprietor's
obligations under this covenant and make up any deficiency out of the proprietor's
own money.

- 1.2 The proprietor of the Lot Burdened must ensure that those parts of the Lot Burdened marked
Easements for Access (V) and (AA) on the plan are not used for any retail or commercial use
or any use ancillary to retail or commercial use.

**Name of person empowered to release, vary or modify positive covenant (in addition to those
entitled at law)**

SRA

THE COMMON SEAL of STATE)
RAIL AUTHORITY OF NEW)
SOUTH WALES is affixed in accordance)
with its articles of association in the)
presence of:

.....
Signature of authorised person

-

.....
Office held

.....
Name of authorised person (block letters)

THE COMMON SEAL of WINTEN)
DEVELOPMENTS PTY LIMITED is)
affixed in accordance with its articles of)
association in the presence of:)

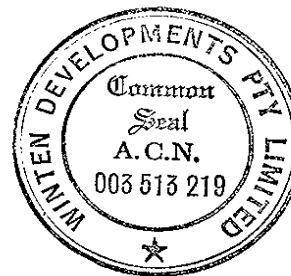
SECRETARY
.....
Signature of authorised person

.....
Office held

DAVID MANN
.....
Name of authorised person (block letters)

The Common Seal of STATE RAIL AUTHORITY
OF NEW SOUTH WALES was hereunto affixed
In the presence of:-

[Signature]
AUTHORISED OFFICER



[Signature]
.....
Signature of authorised person

Director
.....
Office held

DAVID LOWMAN
.....
Name of authorised person (block letters)

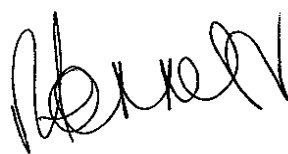
**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED
TO BE CREATED UNDER SECTION 88E OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 5 Sheets)

Sh
Ande?



The Common Seal of HIH CASUALTY AND
GENERAL INSURANCE LIMITED ACN 003 482
291 was hereunto affixed by the authority of the
Directors of the Board in the presence of:



SIGNATURE AND SEALS ONLY



THIS SHEET SHOWS SURVEY INFORMATION.
ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.

Plan Drawing only to appear in this space

DP1018607

Registered: 22-12-2009

CA SEE CERTIFICATE

The System: TORRENS

Purpose: EASEMENT #

Ref Map: U 0962 - 642

Last Plan: DP877307 DP1003022

DP1005533

PLAN OF EASEMENTS OVER
LOTS 23, 4, 5 & 6 D.P. 879307
& LOT 10 D.P. 1003022
& LOT 9 D.P. 1005532.

Lengths are in metres. Reduction Ratio: 1:500

LOCALITY: WILLOUGHBY

Locality: ST. LEONARDS

Parish: WILLOUGHBY

County: CUMBERLAND

This is sheet 1 of my plan in 5 sheets.

(Delete if inapplicable)

Surveyors (Practising Regulation 1996)

M. DENNY LINKER & RODNEY 630 SYDNEY

in accordance with the Surveyors (Practising) Regulation 1996 and rules made thereunder.

The survey relates to: EASEMENTS

(Delete if not applicable)

Plans used in preparation of survey/development:

D.P. 879307, 1003022, 1006213, 1005532

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the PURSUANT TO SECTION 88(1) OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR FAN ROOM (BA)

2. EASEMENT FOR FAN ROOM (BA)

3. EASEMENT FOR EMERGENCY EGRESS (BB)

4. EASEMENT FOR EMERGENCY EGRESS (BB)

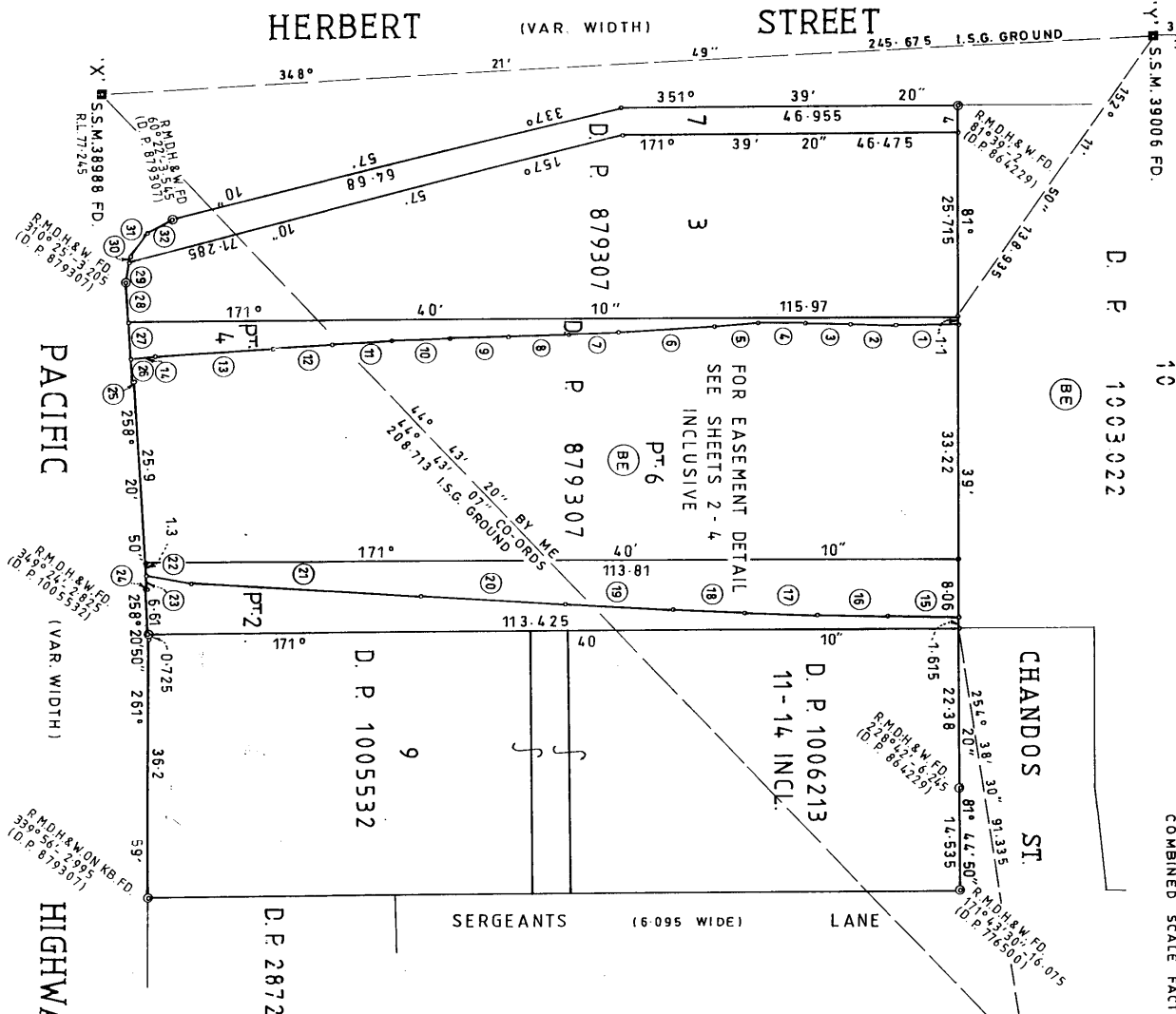
CONTINUED ON SHEET 2

SURVEY PRACTICE REGULATION 1996: CLAUSE 3(2)(2)				
R.L.	MARK	I.S.G. CO-ORDINATES		ACC
		EASTING	NORTHING	
79.811	S.S.M.38906	317778.142	1266192.427	2
77.241	S.S.M.38988	317827.689	1265851.650	2
76.645	S.S.M.38990	317729.429	1265493.872	2
79.073	S.S.M.61953	317974.527	1266099.937	2
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM N.S.W. DEPT. OF CALM AT 4.11.2000				

COMBINED SCALE FACTOR 0.999947

GRID NORTH

SHORT LINES				
Nº	BEARING	DISTANCE	H	V
1	171° 42' 50"	8.655		
2	174° 01' 50"	6.455		
3	173° 08'	6.455		
4	171° 36' 30"	6.455		
5	168° 13' 30"	6.465		
6	168° 23'	12.92		
7	169° 22' 30"	7.055		
8	170° 15'	8.25		
9	169° 41' 30"	8.255		
10	169° 28' 30"	8.255		
11	168° 38' 30"	8.265		
12	168° 20' 30"	8.265		
13	168° 06' 30"	16.53		
14	166° 29'	3.53		
15	172° 36'	10.06		
16	173° 12' 30"	10.005		
17	173° 53'	10.005		
18	174° 26' 30"	10.005		
19	175° 01' 30"	15.005		
20	175° 21'	20		
21	175° 27'	32.645		
22	182° 06' 30"	6.28		
23	256° 20' 50"	1.78		
24	348° 26'	0.175		
25	168° 26'	0.175		
26	258° 20' 50"	3.33		
27	258° 20' 50"	5.155		
28	271° 36'	5.955		
29	271° 36'	3.27		
30	271° 36'	0.645		
31	268° 09'	3.92		
32	324° 42'	3.915		



EASEMENT FOR DRAINAGE & DETENTION AFFECTS THE WHOLE OF LOT 6 D.P. 879307 & LOT 10 D.P. 1003022

CONTINUED ON SHEET 2

Office of the Registrar-General / P / Rev:04-Jan-2001 / NSW LRS / Pgs:ALL / Prt:21-Jan-2022 13:20 / Seq:1 of 5
Office of the Registrar-General / Src:TRISEARCH / Ref:22006 Silkyear Pty Ltd
UNRECORDED REFERENCE: 951009 SRA EAS.
Warning: CREASING OR FOLDING WILL LEAD TO REJECTION

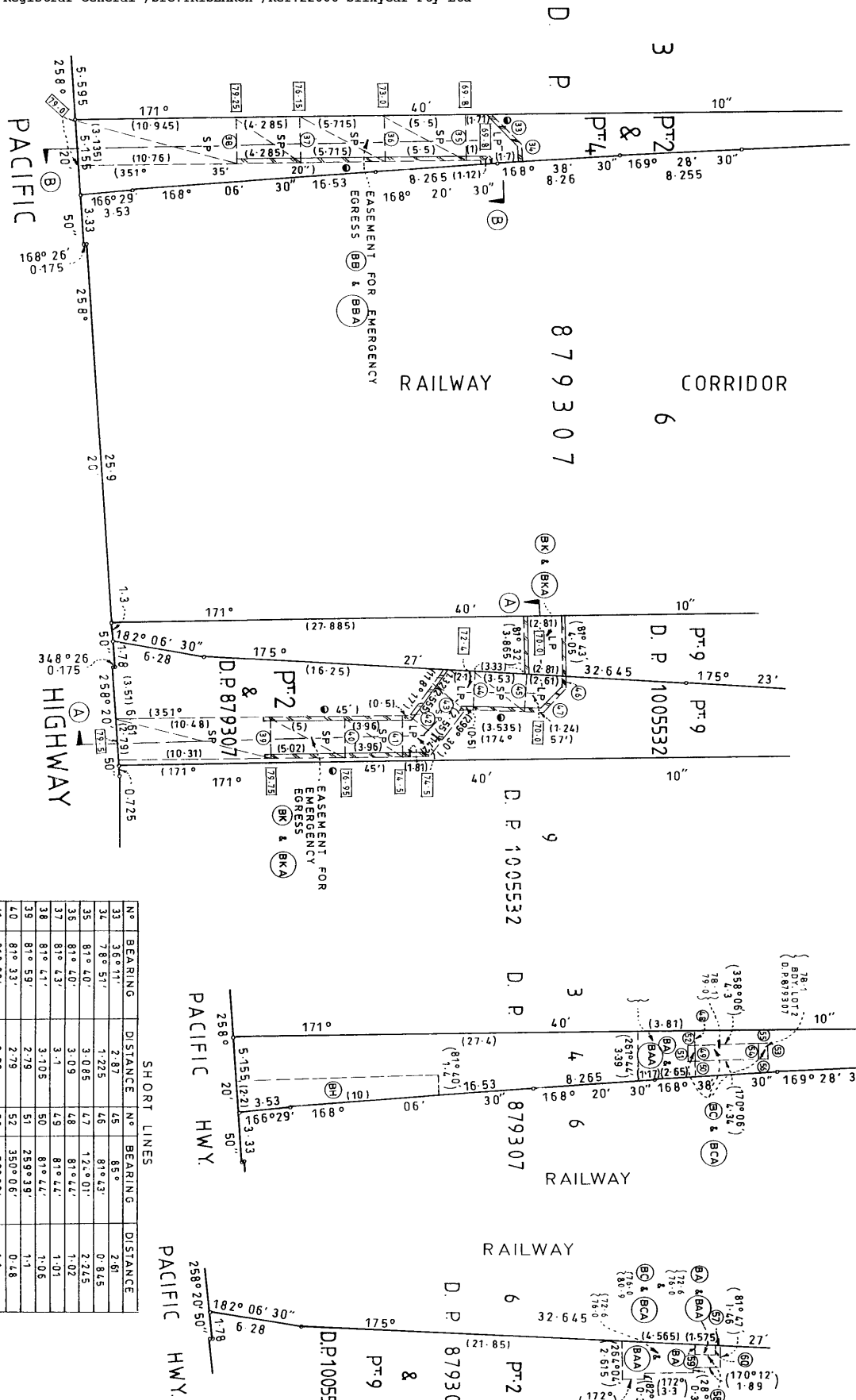
EASEMENTS

- (BE) - EASEMENT FOR DRAINAGE & DETENTION AFFECTING THE WHOLE OF LOT 6 D.P. 879307 & LOT 10 D.P. 1005532
- (BA) - EASEMENT FOR FAN ROOM LIMITED IN HEIGHT & DEPTH TO R.L.'S SHOWN THUS
- (BC) - EASEMENT FOR STAIR PRESSURISATION DUCTS & AIR INTAKES LIMITED IN HEIGHT & DEPTH TO THE R.L.'S SHOWN THUS
- (BB) - EASEMENT FOR EMERGENCY EGRESS LIMITED IN DEPTH BY THE LEVEL & SLOPING PLANE
- (BK) - EASEMENT FOR EMERGENCY EGRESS LIMITED IN DEPTH BY THE LEVEL & SLOPING PLANE
- (BH) - EASEMENT FOR WATER PIPES VARIABLE WIDTH LIMITED IN DEPTH TO R.L. 77.6 & LIMITED IN HEIGHT TO THE BOUNDARY WITH LOT 2 D.P. 879307

SHORT LINES

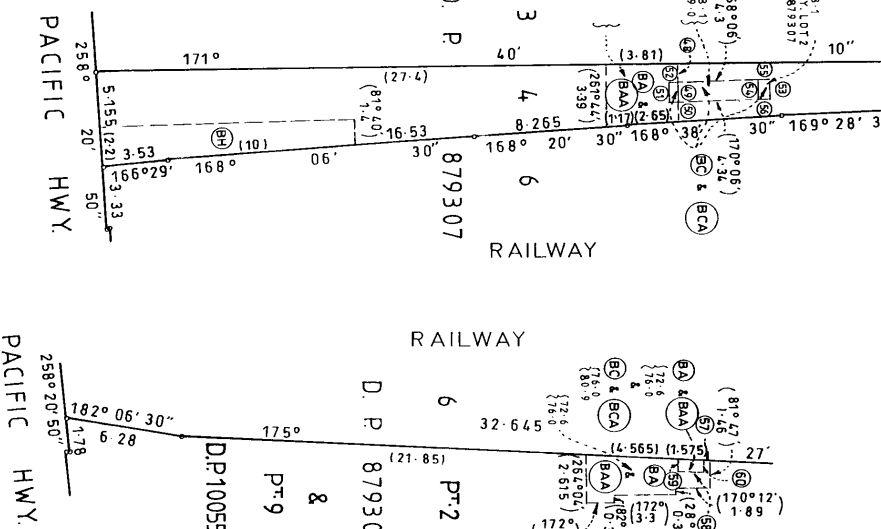
Nº	BEARING	DISTANCE
57	175° 27'	0.42
58	176° 34'	1.57
59	261° 40'	0.65
60	81° 40'	0.57

- - DENOTES FACE OF WALL
- L.P. - DENOTES LEVEL PLANE
- S.P. - DENOTES SLOPING PLANE



SHORT LINES

Nº	BEARING	DISTANCE	Nº	BEARING	DISTANCE
33	36° 11'	2.87	45	85°	2.60
34	76° 51'	1.225	46	81° 43'	0.845
35	81° 40'	3.085	47	172° 01'	2.245
36	81° 40'	3.09	48	81° 42'	1.02
37	81° 43'	3.1	49	81° 42'	1.01
38	81° 41'	3.105	50	81° 42'	1.06
39	81° 53'	2.78	51	259° 19'	1.1
40	81° 33'	2.78	52	350° 06'	0.48
41	81° 33'	2.78	53	79° 39'	1.1
42	29°	2.755	54	259° 39'	1.1
43	29°	2.81	55	350° 06'	0.6
44	85°	2.655	56	170° 06'	0.6



DP1018607

Registered: 22.12.2000

This is sheet 2 of my plan of 5 sheets

M. S. Anderson

Surveyor registered under Surveyor Act 1929

This is sheet 2 of my plan of 5 sheets covered by subdivision certificate No. 444,28 of 17/11/2000

Authorised Person/General Manager/Competent Officer

For use where space is insufficient in any panel on Plan Form 2

- 1. EASEMENT FOR RECREATION VARIABLE WIDTH (S.D.P. 2891.40)
- 2. EASEMENT FOR RECREATION VARIABLE WIDTH (I.D.P. 2691.40)
- 19. EASEMENT FOR PASSIVE RECREATION. (BQ)
- 20. EASEMENT FOR PASSIVE RECREATION. (BQA)
- 21. EASEMENT FOR RESTRICTED RECREATION. (BR)
- 22. EASEMENT FOR RESTRICTED RECREATION. (BS)
- 23. EASEMENT FOR RESTRICTED RECREATION. (BT)
- TO BE RELEASED:-
- 1. EASEMENT FOR RECREATION VARIABLE WIDTH (S.D.P. 2891.40)
- 2. EASEMENT FOR RECREATION VARIABLE WIDTH (I.D.P. 2691.40)
- 13. EASEMENT FOR WATER PIPES VARIABLE WIDTH. (BH)
- 14. EASEMENT FOR REFLECTION POOL PLANT (B)
- 15. EASEMENT FOR ROCK BOLTS (B)
- 16. POSITIVE COVENANT. (B)
- 17. EASEMENT FOR EMERGENCY EGRESS. (BX)
- 18. EASEMENT FOR EMERGENCY EGRESS. (BKA)
- 19. EASEMENT FOR PASSIVE RECREATION. (BQ)
- 20. EASEMENT FOR PASSIVE RECREATION. (BQA)
- 21. EASEMENT FOR RESTRICTED RECREATION. (BR)
- 22. EASEMENT FOR RESTRICTED RECREATION. (BS)
- 23. EASEMENT FOR RESTRICTED RECREATION. (BT)
- TO BE RELEASED:-
- 1. EASEMENT FOR RECREATION VARIABLE WIDTH (S.D.P. 2891.40)
- 2. EASEMENT FOR RECREATION VARIABLE WIDTH (I.D.P. 2691.40)

FOR SECTIONS SEE SHEET 5.

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 951009 SRA EAS.

S. Juchan

under Surveyors Act 1929

of the plan of 5 4428

2000

11

General Manager/Accredited Certified

is insufficient in any panel

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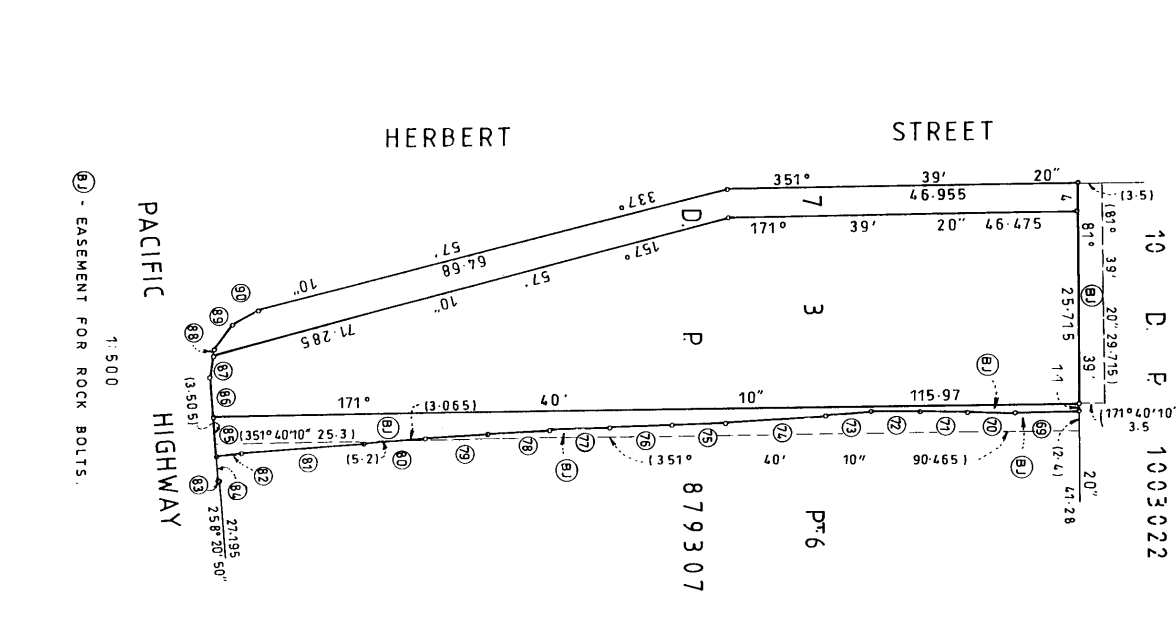
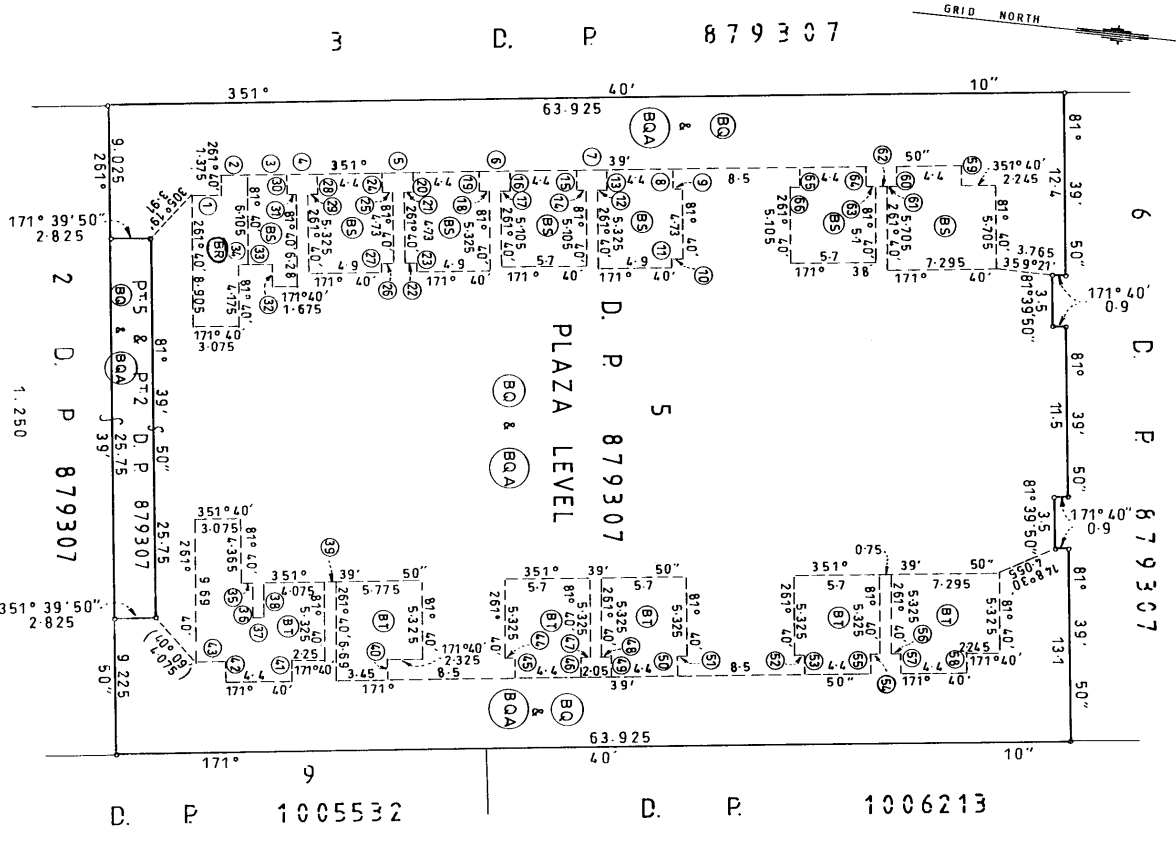
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Plan Drawing only to appear in this space

1



SHORT LINES		
N°	BEARING	DISTANCE
1	351° 40' 10"	1.375
2	351° 39' 50"	1.775
3	351° 39' 50"	2.625
4	351° 39' 50"	2.05
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36	351° 39' 50"	2.05
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58	351° 39' 50"	2.05
59	351° 39' 50"	2.05
60	351° 39' 50"	2.05
61	351° 39' 50"	2.05
62	351° 39' 50"	2.05
63	351° 39' 50"	2.05
64	351° 39' 50"	2.05
65	351° 39' 50"	2.05

DP1018607

Registered: 22-12-2000

This is drawn to the plan in 5 sheets

Surveyor registered under Surveyors Act 1959

This is drawn 4 of the plan of 5 sheets

covered by subdivision certificate No. 44,28

of 17, 17, 2, 000

Authorized Photocopying Manager/Registered Cartographer

For use where space is insufficient in any part on Plan Form 2

Restoration/Repair AS SHOWN

SURVEYORS REFERENCE: 951009 SRA EAS.

DP1018607

Registered:  14-22-12-2000

This is sheet 5 of my plan in 5 sheets

dated

M. S. Graham

Surveyor registered under Surveyors Act 1929

This is sheet 5 of my plan in 5 sheets
covered by subdivision certificate No. 44-28
of 17-11-2000

M. S. Graham

Authorised Person/General Manager/Authorised Officer

For use where space is insufficient in any plan on Plan Form 2.

[Signature]

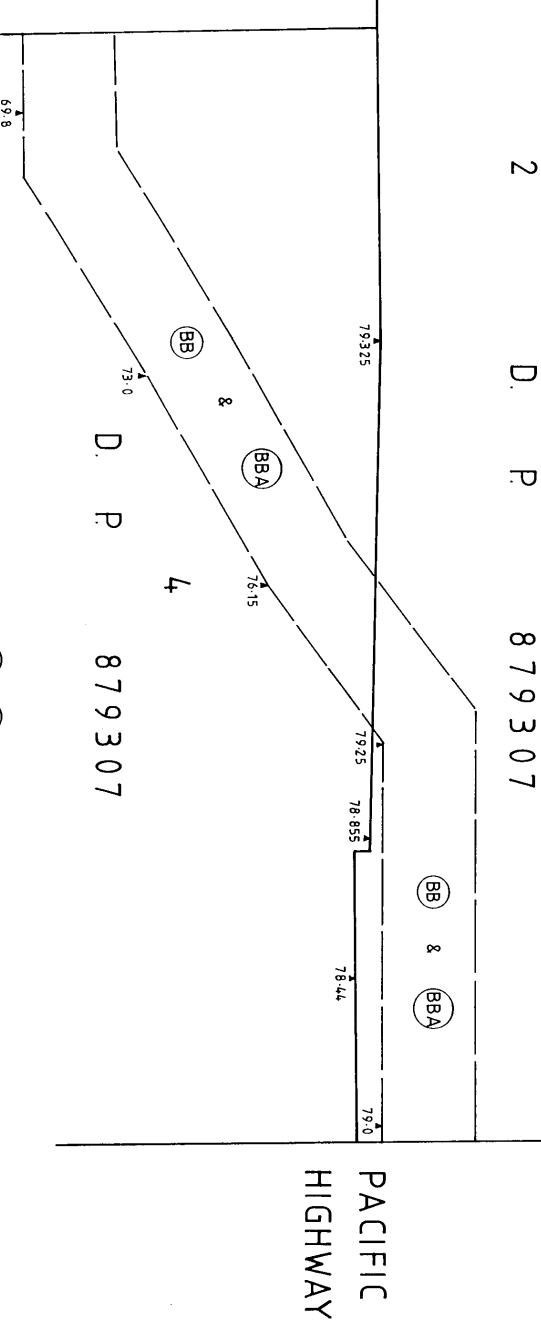
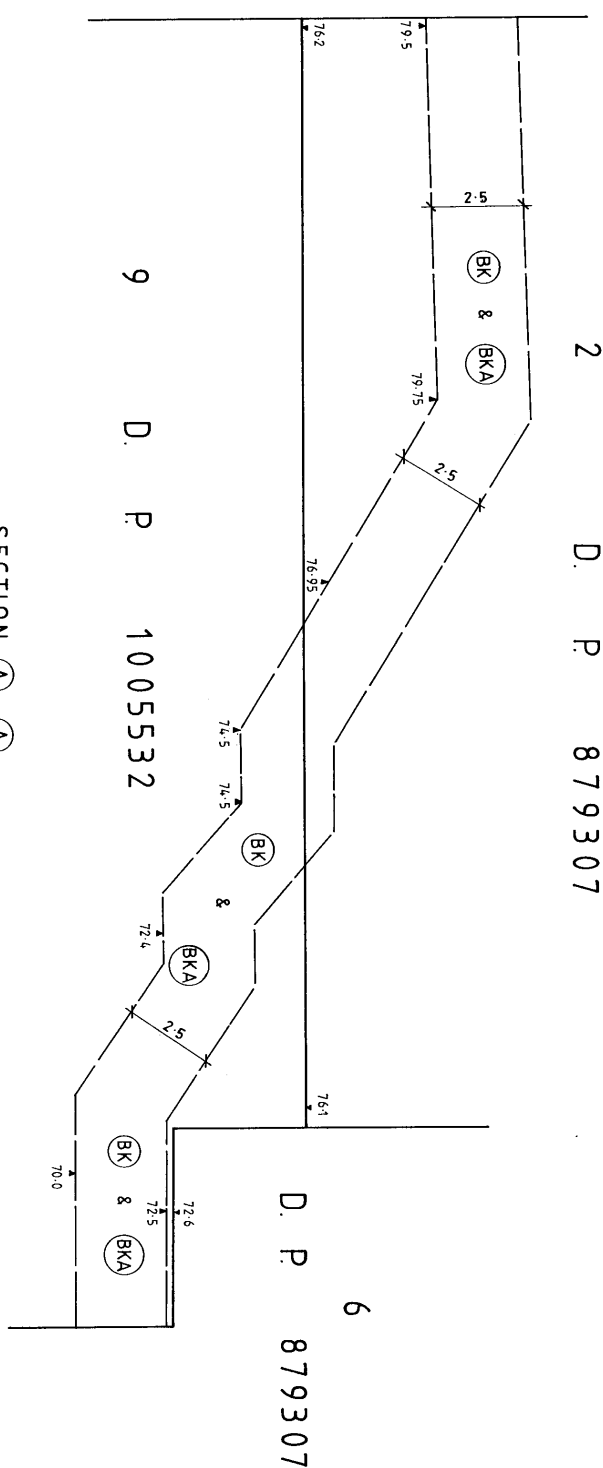
THE COMMON SEAL of
BOVIS LEASE PTY LIMITED
was hereunto affixed by the
authority of the Directors
in the presence of:

[Signature] Secretary
[Signature] Director



Reduction Ratio 1:100 NATURAL

SURVEYOR'S REFERENCE: 951009 SRA EAS.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of ~~38~~ Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

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

**State Rail Authority of New South Wales ("SRA")
11-31 York Street
SYDNEY NSW 2000
(as to Lots 2, 3, 4, 5 and 6 in DP879307 and Lot 10
in DP1003022)**

**Winten Developments Pty Limited
(ACN 003 513 219)
Level 10,
61 Lavender Street
MILSONS POINT NSW 2061
(as to Lot 9 in DP1005532 and Lots 13 & 14 in
DP1006213)**

**The Owners - Strata Plan No. 61518
Chandos Street
ST LEONARDS NSW 2065
(as to CP/SP61518)**

**The Owners - Strata Plan No. 62272
Chandos Street
ST LEONARDS NSW 2065
(as to CP/SP62272)**

PART 1

1 Identity of easement to be created and numbered one on the Plan: Easement for Fan Room (BA)

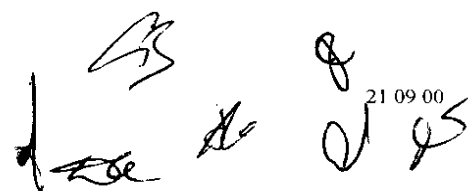
Schedule of Lots, etc. affected

Lots Burdened

Lots 2 and 4 in DP879307

Lot Benefited

Lot 6 in DP879307

 21 09 00

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of ~~38~~ Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- 2 Identity of easement to be created
under section 88A and numbered
two on the Plan:**

Easement for Fan Room (BAA)

Schedule of Lots, etc. affected

Lots Burdened

Authorities Benefited

Lots 2 and 4 in DP879307

SRA

- 3 Identity of easement to be created
and numbered three on the Plan:**

Easement for Emergency Egress (BB)

Schedule of Lots, etc. affected

Lot Burdened

Lot Benefited

Lots 2 and 4 in DP879307

Lot 6 in DP879307

- 4 Identity of easement to be created
under section 88A and numbered
four on the Plan:**

Easement for Emergency Egress (BBA)

Schedule of Lots, etc. affected

Lot Burdened

Authorities Benefited

Lots 2 and 4 in DP879307

SRA

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 38 Sheets)

DP

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- 5 Identity of easement to be created and numbered five on the Plan:** Easement for Stair Pressurisation Ducts and Air Intakes (BC)

Schedule of Lots, etc. affected

Lots Burdened

Lots 2 and 4 in DP879307
and Lot 9 in DP1005532

Lot Benefited

Lot 6 in DP879307

- 6 Identity of easement to be created under section 88A and numbered six on the Plan :** Easement for Stair Pressurisation Ducts and Air Intakes (BCA)

Schedule of Lots, etc. affected

Lots Burdened

Lots 2 and 4 in DP879307
Lot 9 in DP1005532

Authorities Benefited

SRA

- 7 Identity of easement to be created and numbered seven on the Plan:** Easement for Support and Overhang (BD)

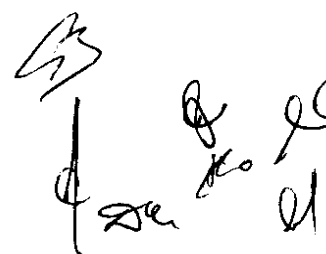
Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Lot Benefited

Lot 6 in DP879307



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- 8 Identity of easement to be created and numbered eight on the Plan:** Easement for Drainage and Detention (BE)

Schedule of Lots, etc. affected

Lots Burdened

Lot 10 in DP1003022

Lot 6 in DP879307

Lots Benefited

Lots 5 and 6 in DP879307

Lot 5 in DP879307

- 9 Identity of easement to be created and numbered nine on the Plan:** Easement for Services Variable Width (BF)

Schedule of Lots, etc. affected

Lots Burdened

Lot 6 in DP879307

Lot 5 in DP879307

Lots Benefited

Lot 5 in DP879307

Lot 6 in DP879307

- 10 Identity of positive covenant under section 88BA and numbered ten on the plan** Positive Covenant (BF)

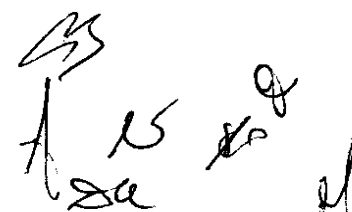
Schedule of Lots, etc. affected

Lots Burdened

Lot 5 in DP879307

Lots Benefited

Lot 6 in DP879307

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 5 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

**11 Identity of easement to be created
under section 88A and numbered
eleven on the Plan:**

Easement for Services Variable Width
(BFA)

Schedule of Lots, etc. affected

Lots Burdened

Lot 5 in DP879307

Authorities benefited

SRA

**12 Identity of easement to be created
and numbered twelve on the Plan:**

Easement for Grease Arrestor (BG)

Schedule of Lots, etc. affected

Lots Burdened

Lot 4 in DP879307

Lots Benefited

Lot 2 in DP879307

**13 Identity of easement to be created
and numbered thirteen on the
Plan:**

Easement for Water Pipes Variable Width
(BH)

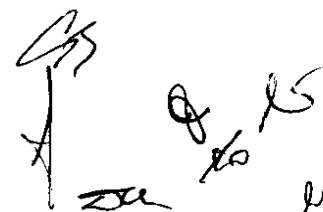
Schedule of Lots, etc. affected

Lots Burdened

Lot 4 in DP879307

Lots Benefited

Lots 2, 3 & 5 in DP879307, Lot 9 in
DP1005532 and Lots 13 and 14 in
DP1006213, CP/SP61518 and CP/SP62272

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

**14 Identity of easement to be created
and numbered fourteen on the
Plan:**

Easement for Reflection Pool Plant (BI)

Schedule of Lots, etc. affected

Lot Burdened

Lot 2 in DP879307

Lot Benefited

Lot 5 in DP879307

**15 Identity of easement to be created
and numbered fifteen on the plan**

Easement for Rock Bolts (BJ)

Schedule of Lots, etc. affected

Lots Burdened

Lots 4 and 6 in DP879307
Lot 10 in DP1003022

Lot Benefited

Lot 3 in DP879307

**16 Identity of positive covenant
under section 88BA and
numbered sixteen on the plan**

Positive Covenant (BJ)

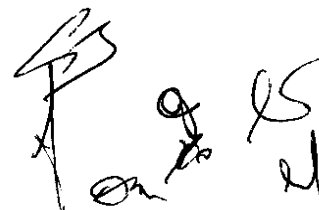
Schedule of Lots, etc. affected

Lot Burdened

Lot 3 in DP879307

Lots Benefited

Lots 4 and 6 in DP879307

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

**17 Identity of easement to be created
and numbered seventeen on the
plan**


Easement for Emergency Egress (BK)

Schedule of Lots, etc. affected

Lots Burdened

Lot 2 in DP879307 and
Lot 9 in DP1005532

Lot Benefited

Lot 6 

**18 Identity of easement to be created
and numbered eighteen on the
plan**


Easement for Emergency Egress (BKA)

Schedule of Lots, etc. affected

Lots Burdened

Lot 2 in DP879307 and
Lot 9 in DP1005532

Lot Benefited

Lot 6 

**19 Identity of easement to be created
and numbered nineteen on the
Plan:**

Easement for Passive Recreation (BQ)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Lots Benefited

Lots 2, 3 and 6 in DP879307, Lot 9 in
DP1005532 and Lot 13 in DP1006213



DP 879307

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres

(Sheet 8 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

**20 Identity of easement to be created
under section 88A and numbered
twenty on the plan**

Easement for Passive Recreation (BQA)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Authorities Benefited

SRA
Council of the City of Willoughby

**21 Identity of easement to be created
and numbered twenty-one on the
Plan:**

Easement for Restricted Recreation (BR)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Lots benefited

Lot 2 in DP879307

**22 Identity of easement to be created
and numbered twenty-two on the
Plan:**

Easement for Restricted Recreation (BS)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Lots benefited

Lot 3 in DP879307



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- 23 Identity of easement to be created and numbered twenty-three on the Plan:** Easement for Restricted Recreation (BT)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Lot benefited

Lot 9 in DP1005532

PART 1A

- 1 Identity of easement to be released and firstly referred to in the Plan:** Easement for Recreation Variable Width (S)
(DP269140)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Lots Benefited

Lot 9 in DP1005532 and Lots 13 and 14 in
DP1006213
(all formerly part of Lot 1 in DP879307) and
Lots 2, 6 and 8 in DP879307

- 2 Identity of easement to be released and secondly referred to in the Plan:** Easement for Recreation Variable Width (T)
(DP269140)

Schedule of Lots, etc. affected

Lot Burdened

Lot 5 in DP879307

Authorities Benefited

SRA
Council of the City of Willoughby

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres

(Sheet 10 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

3 ~~Identity of easement to be released~~ ~~Restriction on Use (numbered 16 in~~
~~and thirdly referred to in the~~ ~~DP1006213)~~
~~Plan:~~

Schedule of Lots, etc. affected

Lots Burdened

Lots 13 and 14 in DP1006213, Lot 9
in DP1005532, Lots 2 and 6 in
DP879307 and Lot 10 in DP1003022

Lots Benefited

Lots 3, 5 and 6 in DP879307 and
Lot 10 in DP1003022

4 ~~Identity of easement to be released~~ ~~Restriction on Use (numbered 17 in~~
~~and fourthly referred to in the~~ ~~DP1006213)~~
~~Plan:~~

Schedule of Lots, etc. affected

Lots Burdened

Lots 13 and 14 in DP1006213, Lot 9
in DP1005532, Lots 2 and 6 in
DP879307 and Lot 10 in DP1003022

Authorities Benefited

SRA
Council of the City of Willoughby

PART 2

Definitions

Normal Railway Operations means the operations and functions of SRA and RAC, from time to time, including:

- (a) operating trains or the equipment associated with them;
- (b) operating train stations and providing proper access and facilities in connection with train stations;
- (c) providing for the maintenance and upgrading of railway tracks or the equipment associated with operating trains; and
- (d) any other activity required by SRA or RAC's constituting legislation.

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Lengths are in metres

(Sheet 11 of 38 Sheets)

DP1018607

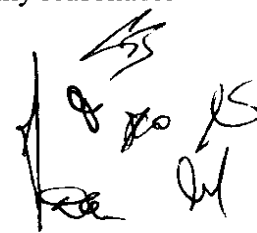
Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

RAC means Rail Access Corporation.

SRA means State Rail Authority of New South Wales.

1 Terms of easement for fan room (BA) numbered one on the Plan

- 1.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons:
- (a) to install, maintain, use, replace, upgrade or augment fans, fan motors, ducts and all ancillary equipment on the area shown so burdened on the Plan ("**Fan Room**"); and
 - (b) to utilise and to exhaust air to and from the Fan Room through the parts of the next level to burdened lot 4 (shown so burdened on the Plan) and then to and from the lots benefited and burdened and the open air on the following conditions:
 - (i) the exhaust air emitted to and from the lot burdened must not contain noxious or hazardous elements; and
 - (ii) all requirements of governmental agencies regarding emission and provision of exhaust air to and from the lot burdened and in carrying out activities on the lot benefited which produce the exhaust air are complied with; and
 - (iii) must ensure no structure or improvement is constructed in a position which in any way affects the uptake or exhausting of air pursuant to this easement.
- 1.2 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) has the full right to:
- (a) enter, pass and repass over burdened lot 2 at all times on foot only with or without materials, tools and equipment for the purpose of obtaining access to and from the fan room and remain in the Fan Room for any reasonable time for the purposes permitted in this easement; and



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Lengths are in metres

(Sheet 12 of 38 Sheets)

DP1018607

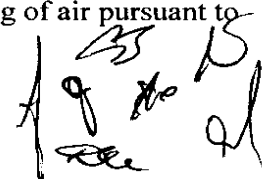
Plan of Easements over Lots 2, 3, 4, 5 & 6 in
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DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- (b) use, monitor, repair or replace any wires, cables, pipes, conduits, equipment and other structures and things in the Fan Room which service the lot benefited; and
- (c) install wires, cables, pipes, conduits, equipment and other structures and things in respect of any electrical or other services (“Works”) in the Fan Room; and
- (d) have free and uninterrupted passage within and through the Works of any electrical or other service which is reasonably necessary for the use and enjoyment of the lot benefited and which is capable of passing through the Works without detrimentally affecting the passage of any other service through a wire, cable, pipe or conduit installed within the Fan Room.

2 Terms of easement for fan room (BAA) to be created under section 88A numbered two on the Plan

2.1 Full, free and unimpeded right for SRA and persons authorised by SRA (including, without limitation, members of the public from time to time as determined by SRA):

- (a) to install, maintain, use, replace, upgrade or augment fans, fan motors, ducts and all ancillary equipment on the area shown so burdened on the Plan (“Fan Room”); and
- (b) to utilise and to exhaust air to and from the Fan Room through the parts of the next level to burdened lot 4 (shown so burdened on the Plan) and then to and from the lots benefited and burdened and the open air on the following conditions:
 - (i) the exhaust air emitted to and from the lot burdened must not contain noxious or hazardous elements; and
 - (ii) all requirements of governmental agencies regarding emission and provision of exhaust air to and from the lot burdened and in carrying out activities on the lot benefited which produce the exhaust air are complied with; and
 - (iii) must ensure no structure or improvement is constructed in a position which in any way affects the uptake or exhausting of air pursuant to this easement.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
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Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

2.2 SRA (and persons authorised by SRA) has the full right to:

- (a) enter, pass and repass over burdened lot 2 at all times on foot only with or without materials, tools and equipment for the purpose of obtaining access to and from the fan room and remain in the Fan Room for any reasonable time for the purposes permitted in this easement; and
- (b) use, monitor, repair or replace any wires, cables, pipes, conduits, equipment and other structures and things in the Fan Room which service the lot benefited; and
- (c) install wires, cables, pipes, conduits, equipment and other structures and things in respect of any electrical or other services ("**Works**") in the Fan Room; and
- (d) have free and uninterrupted passage within and through the Works of any electrical or other service which is reasonably necessary for the use and enjoyment of the lot benefited and which is capable of passing through the Works without detrimentally affecting the passage of any other service through a wire, cable, pipe or conduit installed within the Fan Room.

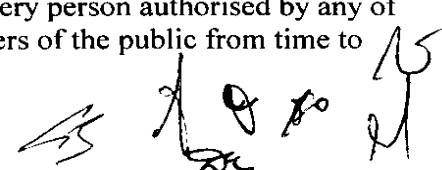
2.3 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 2.1 may be exercised; and
- (b) temporarily suspend the use of the Fan Room, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered two on the plan (in addition to those entitled at law)
SRA.

3 Terms of easements for emergency egress (BB) and (BK) numbered three and seventeen on the Plan

- 3.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment and every person authorised by any of those persons (including, without limitation, members of the public from time to**



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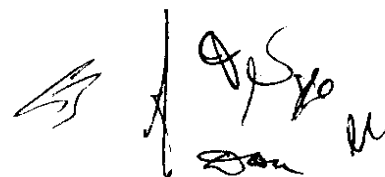
(Sheet 14 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
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time as determined by SRA) to enter, pass and repass at all times and without animals (other than guide dogs for the blind or deaf) or vehicles over the lot burdened for the purpose of evacuation in emergency situations in the event of fire or other emergency or for emergency drill exercises.

- 3.2 A person entering upon the lot burdened agrees to do so at their own risk and the registered proprietor of the lot burdened from time to time releases the registered proprietor of the lot benefited and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened other than as may be caused by the negligence of the registered proprietor of the lot benefited, its contractors or employees.
- 3.3 The registered proprietor and persons interested in an estate or interest in possession from to time of the lot burdened (and any person authorised by them) must indemnify the registered proprietor of the lot benefited from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the registered proprietor of the lot benefited or for which the registered proprietor of the lot benefited or its contractors or employees may become liable in respect of or arising from the negligent or careless use, misuse, waste or abuse by the registered proprietor of the lot burdened or any persons authorised by them arising from any loss, damage, death or injury from any cause whatsoever to the lot burdened or to any property or person within or without the lot burdened materially occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the registered proprietor of the lot burdened or any person authorised by them.
- 3.4 The registered proprietor of the lot burdened from time to time agrees to keep current all reasonable insurance policies in connection with the lot burdened including, but not limited to:
- (a) a public risk insurance policy in an amount not less than \$50 million (or such higher amount as the registered proprietor of the lot benefited requires from time to time and notifies in writing to the registered proprietor of the lot burdened); and
 - (b) a building insurance policy for the full replacement cost of the building and any improvements erected or affixed on the lot burdened.

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Lengths are in metres

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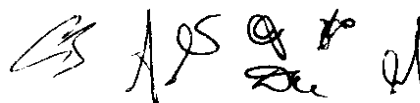
**4 Terms of easements for emergency egress (BBA) and (BKA) to be created under
section 88A numbered four and eighteen on the Plan**

- 4.1 Full, free and unimpeded right for SRA and persons authorised by SRA (including, without limitation, members of the public from time to time as determined by SRA) to enter, pass and repass at all times and without animals (other than guide dogs for the blind or deaf) or vehicles over the lot burdened for the purpose of evacuation in emergency situations in the event of fire or other emergency or for emergency drill exercises.
- 4.2 SRA may:
- (a) prescribe days and times of the day or night that the easement created under 4.1 may be exercised; and
 - (b) temporarily suspend the use of the emergency egress, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

**Name of person empowered to release, vary or modify easement numbered four on the
plan (in addition to those entitled at law)**
SRA.

**5 Terms of easement for stair pressurisation ducts and air intakes (BC) numbered five
on the Plan**

- 5.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons, to install and operate plant and ventilation equipment (including, but not limited to, stair pressurisation ducts and air intakes) within the site of the easement shown so burdened on the Plan to assist in the safe and proper pressurisation and flow of air in, through and out of those parts of the building used for emergency egress (including the areas the subject of easements for emergency egress (BB) and (BK)) and to do anything reasonably necessary for that purpose including to:
- (a) enter the lot burdened with or without equipment and vehicles; and
 - (b) maintain, repair and replace the plant and ventilation equipment and any pipes, wires, cables forming part of the plant and ventilation equipment; and



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Plan of Easements over Lots 2, 3, 4, 5 & 6 in
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- (c) construct a plantroom to house the plant and ventilation equipment.

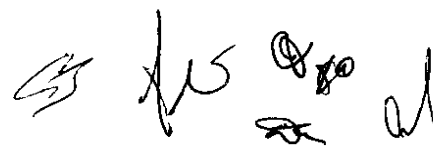
5.2 Without limiting clause 5.1, the registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) has the full right (at the joint and several cost of the registered proprietor of burdened Lot 9 for the time being and the tenant of the whole of burdened Lot 2 for the time being) to:

- (a) enter, pass and repass over the lots burdened at all times on foot only with or without materials, tools and equipment for the purpose of obtaining access to and from the plant and ventilation equipment and remain there for any reasonable time for the purposes permitted in this easement; and
- (b) use, monitor, repair or replace any wires, cables, pipes, conduits, equipment and other structures and things connected to the plant and ventilation equipment which service the lot benefited; and
- (c) install wires, cables, pipes, conduits, equipment and other structures and things in respect of any electrical or other services ("Works") connected with the plant and ventilation equipment; and
- (d) have free and uninterrupted passage within and through the Works of any electrical or other service which is reasonably necessary for the use and enjoyment of the lot benefited and which is capable of passing through the Works without detrimentally affecting the passage of any other service through a wire, cable, pipe or conduit installed with or connected to the plant and ventilation equipment.

6 Terms of easement for stair pressurisation ducts and air intakes (BCA) to be created under section 88A numbered six on the Plan

6.1 Full, free and unimpeded right for SRA and persons authorised by SRA (including, without limitation, members of the public from time to time as determined by SRA) to install and operate plant and ventilation equipment (including, but not limited to, stair pressurisation ducts and air intakes) within the site of the easement shown so burdened on the Plan to assist in the safe and proper pressurisation and flow of air in, through and out of those parts of the building used for emergency egress (including the areas the subject of easements for emergency egress (BB) and (BK)) and to do anything reasonably necessary for that purpose including to:

- (a) enter the lot burdened with or without equipment and vehicles; and



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Lengths are in metres

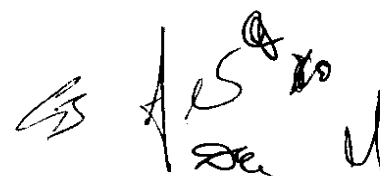
(Sheet 17 of 38 Sheets)

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Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- (b) maintain, repair and replace the plant and ventilation equipment and any pipes, wires, cables forming part of the plant and ventilation equipment; and
 - (c) construct a plantroom to house the plant and ventilation equipment.
- 6.2 Without limiting clause 6.1, SRA (and persons authorised by SRA) has the full right (at the joint and several cost of the registered proprietor of burdened Lot 9 for the time being and the tenant of the whole of burdened Lot 2 for the time being) to:
- (a) enter, pass and repass over the lots burdened at all times on foot only with or without materials, tools and equipment for the purpose of obtaining access to and from the plant and ventilation equipment and remain there for any reasonable time for the purposes permitted in this easement; and
 - (b) use, monitor, repair or replace any wires, cables, pipes, conduits, equipment and other structures and things connected to the plant and ventilation equipment which service the lot benefited; and
 - (c) install wires, cables, pipes, conduits, equipment and other structures and things in respect of any electrical or other services ("**Works**") connected with the plant and ventilation equipment; and
 - (d) have free and uninterrupted passage within and through the Works of any electrical or other service which is reasonably necessary for the use and enjoyment of the lot benefited and which is capable of passing through the Works without detrimentally affecting the passage of any other service through a wire, cable, pipe or conduit installed with or connected to the plant and ventilation equipment.
- 6.3 SRA may:
- (a) prescribe days and times of the day or night that the easement created under 6.1 may be exercised; and
 - (b) temporarily suspend the use of the stair pressurisation ducts and air intakes, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered six on the plan (in addition to those entitled at law)
SRA.

Handwritten signature and initials, possibly 'SRA' and 'U', in black ink.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

7 Terms of easement for support and overhang (BD) numbered seven on the Plan

7.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons to:

(a) construct, maintain and enjoy the awning, supporting structures, facade, lights, services, security cameras and other improvements situated on or over the lot burdened, having their footings or partial supports on or which are attached to the lot benefited ("**Awning**" which expression includes any variation or replacement from time to time):

(i) to be supported vertically and horizontally by; and

(ii) to overhang, overshadow and encroach over,

the structure and soil of the lot burdened and any part of it and by all pillars, beams, columns, slabs and walls standing for the time being in, on, above or across the soil of the lot burdened or any part of it; and

(b) enter onto the lot burdened and also to remain there for the reasonable time necessary (with tools, plant, equipment, machinery, vehicles, scaffolding or other materials) for the purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing or removing and making good that part of the Awning which is located on, supported by or overhangs or encroaches the lot burdened.

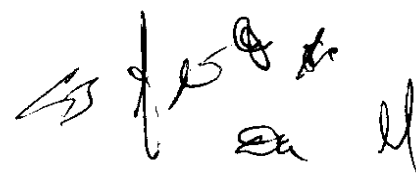
7.2 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 7.1(b):

(a) ensure all work is done properly; and

(b) cause as little interference as possible to the registered proprietor and any occupier of the lot burdened; and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it; and

(d) make good any collateral damage.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
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- 7.3 Before the registered proprietor of the lot benefited (or any person authorised by them) may enter the lot burdened to exercise the rights granted by this easement, it must give reasonable notice to the registered proprietor of the lot burdened of its intention to do so.

8 Terms of easement for drainage and detention (BE) numbered eight on the Plan

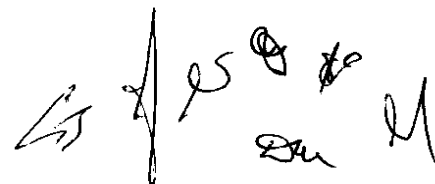
- 8.1 Subject to the conditions and covenants of this easement, full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lots benefited with which the right is capable of enjoyment, and every person authorised by any of those persons:

- (a) to maintain on the site of the easement shown so burdened on the Plan a stormwater detention facility ("**Detention Facility**"); and
- (b) to drain water (but only through the existing line of pipes) to the Detention Facility.

- 8.2 For the purposes of section 88BA of the Conveyancing Act 1919, the registered proprietor of the lot benefited covenants to carry out all maintenance and repair in connection with the Detention Facility.

- 8.3 The registered proprietor of the lot benefited further covenants to:

- (a) upkeep and maintain the structural integrity of the Detention Facility; and
- (b) obtain access to the Detention Facility for the purposes of complying with clause 8.2 and 8.3(a) otherwise than through the railway station and associated rail infrastructure facilities located on the lot burdened; and
- (c) not cause any interference with Normal Railway Operations in connection with its rights and obligations under this easement; and
- (d) ensure that the Detention Facility does not undermine but rather actively supports the structures from time to time on the lot burdened; and
- (e) indemnify:
 - (i) the registered proprietor of the lot burdened; and
 - (ii) any person having an estate or interest in possession of the lot or part of the lot burdened; and



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Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
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(iii) SRA; and

(iv) RAC,

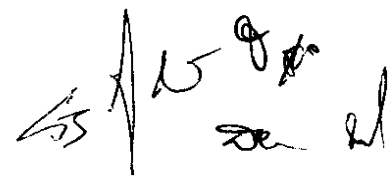
in connection with any act, negligence or default on the part of any persons exercising rights or obligations in connection with the benefit of this easement; and

- (f) take all reasonable and timely steps to ensure the proper replacement of all improvements from time to time in or on the easement site and promptly repair any damage to those improvements ("Works"); and
- (g) keep current all reasonable insurance policies in connection with the Works; and
- (h) be solely responsible for and punctually pay for the cost of the Works; and
- (i) comply with all laws and legal requirements in relation to the Works; and
- (j) make good any collateral damage.

8.4 The registered proprietor of the lot burdened from time to time (and any person authorised by them) may elect to carry out the maintenance and repair work and if it chooses to carry out such works then the registered proprietor of the lot benefited must reimburse the registered proprietor of the lot burdened on demand for; and indemnify the registered proprietor of the lot burdened against, all costs of the works.

9 Terms of easement for services variable width (BF) numbered nine on the Plan

9.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lots benefited with which the right is capable of enjoyment, and every person authorised by any of those persons, to have within the site of the easement uninterrupted passage across and through the easement site shown so burdened on the Plan of any existing service and the right to install replacement services reasonably necessary for the use and enjoyment of the lot benefited in reasonable places within the easement site, including, without limitation, electricity, gas, water, telephone, sewerage, drainage, garbage, air, television, radio and electronic signals, fire alarm systems, security systems and other communication facility and do anything reasonably necessary for that purpose including:

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- (a) enter the lot burdened with or without equipment and vehicles; and
- (b) carry out work on the site of the easement including laying cables, wires and conduits and repairing, maintaining and replacing those cables, wires and conduits.

9.2 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 9.1:

- (a) ensure all work is done properly; and
- (b) cause as little interference as possible to the owner and any occupier of the lot burdened and where possible, carry out any work when the railway station and public plaza associated with the lots benefited are closed to public use; and
- (c) carry out the work on Lot 6 in a manner which causes no interference to Normal Railway Operations; and
- (d) cause as little damage as is practicable to the lot burdened and any improvement on it; and
- (e) promptly remove the service, cables, wires and conduits if a service or this easement is no longer required in a manner which causes minimum disruption to the lot burdened and make good the lot burdened; and
- (f) make good any collateral damage.

9.3 Before the registered proprietor of the lot benefited (or any person authorised by them) may enter the lot burdened to exercise the rights granted by this easement, it must give reasonable notice to the registered proprietor of the lot burdened of its intention to do so.

10 Terms of positive covenants (BF) and (BJ) under section 88BA numbered ten and sixteen on the Plan

Each person who is at any time entitled to an estate or interest in possession in that part of the lot benefited the subject of easement for services variable width (BF) and easement for rock bolts (BJ) nominated in Part 1 as bearing the burden of this covenant, must:

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- (a) take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all improvements from time to time in or on the easement site and promptly repair any damage to those improvements ("Works"); and
- (b) keep current all reasonable insurance policies in connection with the Works; and
- (c) be solely responsible for and punctually pay for the cost of the Works; and
- (d) comply with all laws and legal requirements in relation to the Works; and
- (e) make good any collateral damage.

Name of person empowered to release, vary or modify positive covenants numbered ten and sixteen on the plan (in addition to those entitled at law)
SRA.

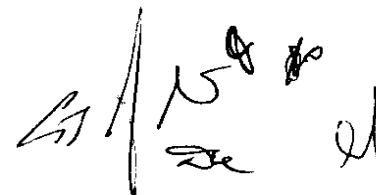
11 Terms of easement for services variable width (BFA) to be created under section 88A numbered eleven on the Plan

11.1 Full, free and unimpeded right for SRA and persons authorised by SRA (including, without limitation, members of the public from time to time as determined by SRA) to have within the site of the easement uninterrupted passage across and through the easement site shown so burdened on the Plan of any existing service and the right to install replacement services reasonably necessary for the use and enjoyment of the lot benefited in reasonable places within the easement site, including, without limitation, electricity, gas, water, telephone, sewerage, drainage, garbage, air, television, radio and electronic signals, fire alarm systems, security systems and other communication facility and do anything reasonably necessary for that purpose including:

- (a) enter the lot burdened with or without equipment and vehicles; and
- (b) carry out work on the site of the easement including laying cables, wires and conduits and repairing, maintaining and replacing those cables, wires and conduits.

11.2 SRA may:

- (a) prescribe days and times of the day or night that the easement created under 11.1 may be exercised; and

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- (b) temporarily suspend the use of the services, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered nine on the plan (in addition to those entitled at law)
SRA.

12 Terms of easement for grease arrestor (BG) numbered twelve on the Plan

12.1 Subject to clause 12.4, full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons, to install and operate a grease arrestor within the site of the easement shown so burdened on the Plan and full, free and unimpeded right to have uninterrupted passage of liquid or other trade waste (including grease but not sewerage) through the existing line of pipes on the lot burdened in connection with the grease arrestor and to do anything reasonably necessary for that purpose including:

- (a) enter the lot burdened with or without equipment and vehicles; and
- (b) remain there for any reasonable time for the purpose of inspecting, cleaning, repairing, maintaining or replacing the line of pipes.

12.2 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot or part of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 12.1:

- (a) ensure all work is done properly; and
- (b) cause as little interference as possible to the operation of businesses conducted on the lot burdened and, where possible, carry out all inspections, cleaning, maintenance, repair or replacement, when the businesses are closed; and
- (c) cause as little damage as is practicable to the lot burdened; and
- (d) ensure there is no leakage of grease, its by-products or smells from the pipes or grease arrestor; and



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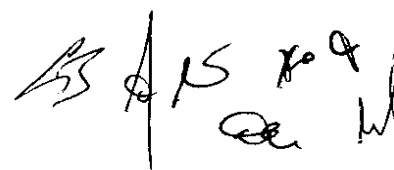
Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
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- (e) promptly remove the grease arrestor, pipes, equipment, cables, wires and conduits if this easement is no longer required and make good the lot burdened; and
 - (f) make good any collateral damage.
- 12.3 Before the registered proprietor or person who has an interest in possession of the lot benefited (or any person authorised by them) may enter the lot burdened to exercise the rights granted by this easement, it must give reasonable notice to the registered proprietor of the lot burdened of its intention to do so.
- 12.4 If the registered proprietor of the lot burdened wishes to resume any rights in possession on the lot burdened or redevelop the lot burdened, the registered proprietor of the lot burdened may revoke the rights granted by this easement at any time provided it gives the registered proprietor of the lot benefited reasonable notice in writing of its intention to do so. If such notice is provided, the registered proprietor of the lot benefited agrees it must immediately remove the grease arrestor and associated pipes from the lot burdened and make good any damage to the lot burdened occasioned by the grease arrestor and associated pipes having been installed or removed at its own cost and agrees to install it (if the facility is still required), and have it operating together with any necessary line of pipes, entirely on lot 2 in DP879307 and that its rights to compensation pursuant to the Land Acquisition (Just Terms Compensation) Act 1987 (NSW), or any replacement or variation of it, will be \$10.00.
- 12.5 The registered proprietor of the lot benefited or any person who has an interest in possession from time to time agrees to keep current all reasonable insurance policies in connection with the grease arrestor and ensure at all times that it complies with all laws and requirements for the operation of grease arrestors and the disposal of its associated products and materials.
- 13 Terms of easement for water pipes variable width (BH) numbered thirteen on the Plan**
 - 13.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lots benefited with which the right is capable of enjoyment, and every person authorised by any of those persons, to have within the site of the easement uninterrupted passage across and through the easement site of any existing water service and the right to install replacement water pipes reasonably necessary for the use and enjoyment of the lot benefited in reasonable places within the easement site and do anything reasonably necessary for that purpose including:

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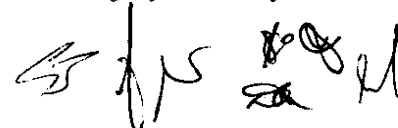
Lengths are in metres

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DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
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- (a) enter the lot burdened with or without equipment and vehicles; and
 - (b) carry out work on the site of the easement including laying cables, wires and conduits and repairing, maintaining and replacing those cables, wires and conduits.
- 13.2 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot benefited (and any person authorised by them) must, in exercising their rights under clause 13.1:
- (a) ensure all work is done properly; and
 - (b) cause as little interference as possible to the owner and any occupier of the lot burdened (including, where possible, carrying out work at hours when the railway station and public plaza associated with the lots benefited are closed to public use); and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - (d) promptly remove the water pipes, cables, wires and conduits if this easement or a service is no longer required; and
 - (e) make good any collateral damage.
- 13.3 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot benefited (and any person authorised by them) enters the lot burdened and carries out the work at their own risk and releases the registered proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened other than as may be caused by the negligence of the registered proprietor of the lot burdened, its contractors or employees.
- 13.4 The registered proprietor and persons interested in an estate or interest in possession from time to time of the lot benefited indemnifies the registered proprietor of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the registered proprietor of the lot benefited or for which the registered proprietor of the lot burdened or its contractors or employees may become liable in respect of or arising from the negligent or careless use, misuse, waste or abuse by the registered proprietor of the lot benefited or any persons authorised by them arising from any loss, damage, death or injury from any cause



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Lengths are in metres

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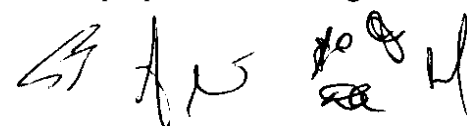
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whatsoever to the lot benefited or to any property or person within or without the lot benefited materially occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the registered proprietor of the lot benefited or any person authorised by them.

- 13.5 If the registered proprietor of the lot burdened wishes to resume any rights in possession on the lot burdened or redevelop the lot burdened, the registered proprietor of the lot burdened may revoke the rights granted by this easement at any time provided it gives the registered proprietor of the lot benefited reasonable notice in writing of its intention to do so. If such notice is provided, the registered proprietor of the lot benefited agrees it must immediately remove the water pipes and associated pipes from the lot burdened and make good any damage to the lot burdened occasioned by the water pipes and associated pipes having been installed or removed at its own cost and agrees to install it (if the facility is still required), and have it operating together with any necessary line of pipes, entirely on lot 2 in DP879307 and that its rights to compensation pursuant to the Land Acquisition (Just Terms Compensation) Act 1987 (NSW), or any replacement or variation of it, will be \$10.00.
- 13.6 Before the registered proprietor and persons interested in an estate or interest in possession of the lot benefited may enter the lot burdened to exercise the rights granted by this easement, it must give reasonable notice to the registered proprietor of the lot burdened of their intention to do so.

14 Terms of easement for reflection pool plant (BI) numbered fourteen on the Plan

- 14.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of the lot benefited with which the right is capable of enjoyment, and every person authorised by any of those persons, to:
- (a) maintain on the site of the easement shown so burdened on the Plan such wires, cables, pipes, conduits, equipment and other structures and items of reflection pool plant as is considered necessary for the proper operation, filtration and cleaning of the reflection pool situated in the public plaza on the lot benefited; and
 - (b) use, monitor, repair or replace any wires, cables, pipes, conduits, equipment and other structures and items of reflection pool plant; and
 - (c) enter, pass and repass over the lot burdened at all times on foot only with or without materials, tools and equipment for the purpose of obtaining access



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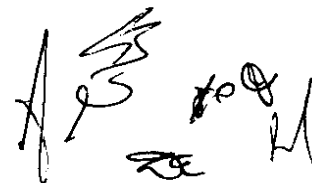
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to the reflection pool plant and remain in that part of the lot burdened as is
reasonably necessary for any reasonable time for the purposes permitted in
this easement.

15 Terms of easement for rock bolts (BJ) numbered fifteen on the Plan

- 15.1 The registered proprietor of the lot benefited may install and maintain on those parts of the lots burdened shown so burdened on the Plan and known as the SRA rail corridor ("**Corridor**") and the SRA northern land ("**Northern Land**") rock bolts (and associated cables and equipment) as are reasonably necessary to ensure the structural stability of the rock face near the boundary between the lots burdened and the lot benefited provided that in no case may the rock bolts project more than 2.4 metres beyond the boundary between the lots burdened and the lot benefited into the Corridor and the Northern Land respectively.
- 15.2 Subject to clauses 15.3, 15.4, 15.5 and 15.6, the registered proprietor and persons interested in an estate or interest in possession from time to time of the lot benefited (and any person authorised by them) may do anything reasonably necessary to install the rock bolts, including:
- (a) entering the lot burdened on giving reasonable notice (except in the case of emergency) and remain there for any reasonable time while following strictly the requirements of the registered proprietor of the lots burdened and RAC with respect to the Corridor and the Northern Land; and
 - (b) carrying out work in connection with the installation and maintenance of the rock bolts; and
 - (c) taking anything necessary for the installation of the rock bolts on to the lot burdened.
- 15.3 In exercising its rights under this easement, the registered proprietor of the lot benefited (and any person authorised by them) must:
- (a) ensure that all work is done properly; and
 - (b) cause as little inconvenience as possible to the registered proprietor and any occupier of the lot burdened; and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it; and



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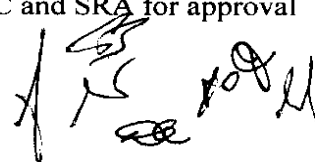
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DP1018607

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- (d) restore the lot burdened as nearly as is practicable to its former condition;
and
 - (e) make good any collateral damage.
- 15.4 Before the registered proprietor of the lot benefited (or any person authorised by them) may enter the lots burdened to exercise the rights granted by this easement, it must give reasonable notice to the registered proprietor of the lots burdened of its intention to do so and comply strictly with all directions, instructions and requirements of the registered proprietor of the lots burdened and RAC with respect to that access, the Corridor and the Northern Land.
- 15.5 The registered proprietor of the lot benefited acknowledges that:
- (a) the installation of the rock bolts may cause noise, vibration and electrolysis to be conveyed from the Corridor and the Northern Land to the lots burdened; and
 - (b) in exercising any rights in connection with this easement, it must ensure that no disruption or interference is caused to Normal Railway Operations, and
- must indemnify the registered proprietor of the lots burdened in connection with any claim by the registered proprietor of the lot benefited or any person claiming through them in connection with any noise, vibration and electrolysis or in connection with any disturbance or interference with Normal Railway Operations.
- 15.6 Without limiting the obligations set out in clauses 15.1 to 15.5 and for the purposes of section 88A of the Conveyancing Act 1919, the registered proprietor of the lot benefited and persons interested in an estate or interest in possession from time to time of the lot benefited (and any person authorised by them) must undertake the following maintenance program for the rock bolts:
- (a) provide a minimum of two rock bolts with a permanent electrical bond that is accessible for voltage measurements relative to earth for the purpose of determining the presence of electrolysis. The rock bolts chosen for testing must be the closest ones to the track within the Corridor;
 - (b) test the anchors within one week of installation and subsequently on the date that is six months and twelve months respectively after installation. On completion of the twelve months test, the registered proprietor or person interested in the estate or interest in possession of the lot benefited must submit a program for voltage measurements to RAC and SRA for approval



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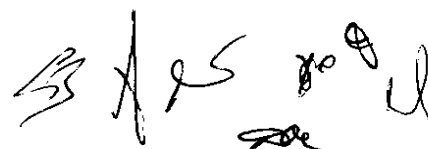
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DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

based on an assessment of the measurements taken. All costs associated with voltage measurements must be borne by the registered proprietor or the person interested in an estate or interest in possession of the of the lot benefited;

- (c) provide a survey mark adjacent to each rock bolt head installed on the eastern and northern faces of the excavation and provide a detailed plan showing the location of the survey marks together with a base line survey to RAC on completion of the installation of the survey marks;
- (d) remove the concrete encasement of each rock bolt head every 20 years and arrange for an independent expert in electrolysis (approved by the New South Wales Electrolysis Committee) to visually inspect the condition of the concrete encasement of each rock bolt head. The registered proprietor or person interested in an estate or interest in possession of the lot benefited must undertake any remedial works recommended by the independent expert within three months, or earlier if recommended by the independent expert, at no cost to RAC and SRA;
- (e) arrange for each rock bolt head to be concrete encased in accordance with the contract drawings and specifications on completion of:
 - (i) the examination; and
 - (ii) remedial works (if any);
- (f) core out the rock bolts at 30m intervals for a visual inspection by an independent expert every 40 years, or shorter if determined by the independent expert. All rock bolts removed for examination must be replaced and any remedial works recommended by the independent expert must be undertaken by the registered proprietor or person interested in an estate or interest in possession of the lot benefited within three months, or earlier if recommended by the independent expert, at no cost to RAC and SRA;
- (g) arrange for each rock bolt head to be concrete encased in accordance with the contract drawings and specifications on completion of the installation of replacement rock bolts and remedial works, if any;
- (h) provide access to construction equipment required for the installation of rock bolts to all levels where rock bolts are installed. Sufficient access must



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 30 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

also be provided through adjacent masonry walls for inspection and
installation of replacement rock bolts in the future, if required.

16 Terms of easement for passive recreation (BQ) numbered nineteen on the Plan

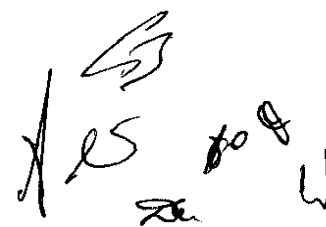
16.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lots benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA) to use that part of the lot burdened marked Easement for Passive Recreation (BQ) at all times for the purpose of passive recreation (excluding the right to set out tables or chairs for outdoor cafe and restaurant eating (whether licensed or not), set up and use tables, chairs, any permanent structure or kiosk selling food, drinks or newspapers), and to do anything reasonably necessary for that purpose including:

- (a) entering the lot burdened; and
- (b) taking anything onto the lot burdened,

subject to the following conditions.

16.2 Rights under this easement are subordinate to the rights of persons having the benefit of easements for access or easements to use lifts (in conjunction with easements for access) that burden the site or part of the site of this easement for passive recreation created in:

- (a) DP269140 over the sites marked Easement for Access Variable Width (A), Easement for Access Variable Width (B), Easement for Access Variable Width (C), Easement to use Lift Variable Width (G), Easement for Access Variable Width (H) and subject to Easement for Support 44 Wide (K) and Easement for Services Variable Width (M);
- (b) DP1006213 over the sites marked Easement for Access 3.2 Wide (D2) and Easement for Access Variable Width (D3) and subject to the Positive Covenants (D2) and (D3) on DP1006213;
- (c) any future plan that is registered within five years of registration of this plan; and

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 31 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- (d) in accordance with the requirements of all laws (including, without limitation, development and other local council consents requiring certain pathway clearances).

- 16.3 If there is any inconsistency between the rights conferred in clause 16.1 and the rights under the easements referred to in clause 16.2, the rights under the easements referred to in clause 16.2 prevail to the extent of the inconsistency.

17 Terms of easement for passive recreation (BQA) under section 88A numbered twenty on the plan

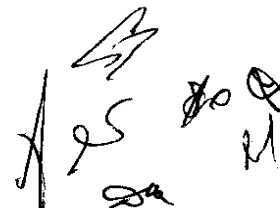
- 17.1 Full, free and unimpeded right for SRA and Council and the persons authorised by them (including, without limitation, members of the public from time to time as determined by SRA and Council severally) to use that part of the lot burdened marked Easement for Passive Recreation (BQA) at all times for the purpose of recreation (excluding the right to set out tables or chairs for outdoor cafe and restaurant eating (whether licensed or not), set up and use tables, chairs, any permanent structure or kiosk selling food, drinks or newspapers), and to do anything reasonably necessary for that purpose including:

- (a) entering the lot burdened; and
- (b) taking anything onto the lot burdened,

subject to the following conditions.

- 17.2 Rights under this easement are subordinate to the rights of persons having the benefit of easements for access and easements to use lifts (in conjunction with easements for access) that burden that part of the site of this easement for restricted recreation created in:

- (a) DP269140 over the sites marked Easement for Access Variable Width (A), Easement for Access Variable Width (B), Easement for Access Variable Width (C), Easement to use Lift Variable Width (G), Easement for Access Variable Width (H) and subject to Easement for Support 44 Wide (K) and Easement for Services Variable Width (M);
- (b) DP1006213 over the sites marked Easement for Access 3.2 Wide (D2) and Easement for Access Variable Width (D3) and subject to the Positive Covenants (D2) and (D3) on DP1006213;



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 32 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

- (c) any future plan that is registered within five years of registration of this plan; and
- (d) in accordance with the requirements of all laws (including, without limitation, development and other local council consents requiring certain pathway clearances).

17.3 If there is any inconsistency between the rights conferred in clause 17.1 and the rights under the easements referred to in clause 17.2, the rights under the easements referred to in clause 17.2 prevail to the extent of the inconsistency.

Name of person empowered to release, vary or modify positive covenant numbered eleven on the plan (in addition to those entitled at law)

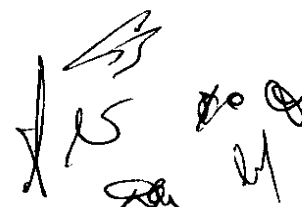
SRA
Council of the City of Willoughby

18 Terms of easements for restricted recreation (BR) and (BT) numbered twenty-one and twenty-three on the plan

18.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lots benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, their customers and members of the public) to use that part of the lot burdened marked Easements for Restricted Recreation (BR) and (BT) at all times for the purpose of recreation (including, without limitation, the right to sit, set out tables for outdoor licensed cafe and restaurant eating, set up and use kiosks selling food, drinks or newspapers), and to do anything reasonably necessary for that purpose including:

- (a) entering the lot burdened; and
- (b) taking anything onto the lot burdened, and
- (c) carrying out any works,

subject to the following conditions.

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 33 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

18.2 Rights under this easement are subordinate to the rights of persons having the benefit of easements for access and easements to use lifts (in conjunction with easements for access) that burden that part of the site of this easement for restricted recreation created in:

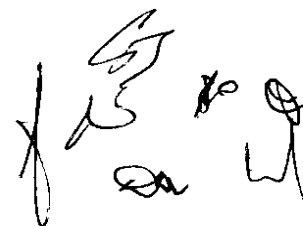
- (a) DP269140 over the sites marked Easement for Access Variable Width (A), Easement for Access Variable Width (B), Easement for Access Variable Width (C), Easement to use Lift Variable Width (G), Easement for Access Variable Width (H) and subject to Easement for Support 44 Wide (K) and Easement for Services Variable Width (M);
- (b) DP1006213 over the sites marked Easement for Access 3.2 Wide (D2) and Easement for Access Variable Width (D3) and subject to the Positive Covenants (D2) and (D3) on DP1006213;
- (c) any future plan that is registered within five years of registration of this plan; and
- (d) in accordance with the requirements of all laws (including, without limitation, development and other local council consents requiring certain pathway clearances).

18.3 If there is any inconsistency between the rights conferred in clause 18.1 and the rights under the easements referred to in clause 18.2, the rights under the easements referred to in clause 18.2 prevail to the extent of the inconsistency.

19 Terms of easements for restricted recreation (BS) numbered twenty-two on the plan

19.1 Full, free and unimpeded right for each person who is at any time entitled to an estate or interest in possession in the lots benefited or any part of the lots benefited with which the right is capable of enjoyment and the persons authorised by them (including, without limitation, their customers and members of the public) to use that part of the lot burdened marked Easement for Restricted Recreation (BS) at all times for the purpose of recreation (including, without limitation, the right to sit, set out tables for outdoor licensed cafe and restaurant eating, set up and use kiosks selling food, drinks or newspapers), and to do anything reasonably necessary for that purpose including:

- (a) entering the lot burdened; and
- (b) taking anything onto the lot burdened, and



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 34 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

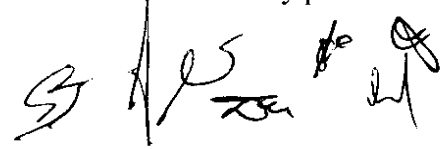
(c) carrying out any works,

subject to the following conditions.

- 19.2 Rights under this easement are subordinate to the rights of persons having the benefit of easements for access and easements to use lifts (in conjunction with easements for access) that burden that part of the site of this easement for restricted recreation created in:
- (a) DP269140 over the sites marked Easement for Access Variable Width (A), Easement for Access Variable Width (B), Easement for Access Variable Width (C), Easement to use Lift Variable Width (G), Easement for Access Variable Width (H) and subject to Easement for Support 44 Wide (K) and Easement for Services Variable Width (M);
 - (b) DP1006213 over the sites marked Easement for Access 3.2 Wide (D2) and Easement for Access Variable Width (D3) and subject to the Positive Covenants (D2) and (D3) on DP1006213;
 - (c) any future plan that is registered within five years of registration of this plan; and
 - (d) in accordance with the requirements of all laws (including, without limitation, development and other local council consents requiring certain pathway clearances).
- 19.3 If there is any inconsistency between the rights conferred in clause 19.1 and the rights under the easements referred to in clause 19.2, the rights under the easements referred to in clause 19.2 prevail to the extent of the inconsistency.
- 19.4 Despite clause 19.1, Lot 3 may not exercise any rights conferred by this easement until the rights referred to in clause 1.2 of Part 2 of the section 88B instrument registered with DP1006213 have been granted such that Lot 3 may exercise the rights referred to in clause 1.1 of Part 2 of that instrument.

Interpretation

The terms of the easements created by this instrument are covenants and agreements between the proprietor of the Lot Benefited both for itself, its successors and every other person who is entitled from time to time to an estate or interest in possession in the Lot Benefited (or any part of it with which the right is capable of enjoyment) and the proprietor of the Lot Burdened both for itself, its successors and every other person who is entitled from time to time to an estate or interest in possession in the Lot Burdened or any part of it



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 35 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

to the intent that those covenants are annexed to and pass with the benefit and burden of this
easement.

THE COMMON SEAL of STATE)
RAIL AUTHORITY OF NEW SOUTH)
WALES is affixed in accordance with its)
articles of association in the presence of:)


Signature of authorised person

G.M. CORPORATE SERVICES
Office held


ROBERT JAMES NOYES
Name of authorised person (block letters)


Signature of authorised person

CORPORATE SECRETARY
Office held

MARGOT CHRISTINE MAASAKKERS
Name of authorised person (block
letters)

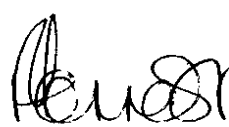
THE COMMON SEAL of WINTEN)
DEVELOPMENTS PTY LIMITED)
(ACN 003 513 219) is duly affixed by)
authority of its directors in the presence)
of:)


Signature of authorised person

WITNESS
Office held

Vanessa Trokovek
Name of authorised person (block letters)

WINTEN DEVELOPMENTS Pty. Ltd.
by its Attorney ROSLYN FORREST
pursuant to Power of Attorney register Book 4167
No. 844 and I have no notice of the revocation of
the said Power of Attorney.


Signature of authorised person ~~ATTORNEY~~

ROSLYN FORREST
Office held

ROSLYN FORREST
Name of authorised person (block
letters)



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 36 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

The following mortgagees consent to and acknowledge that the easements contained in this instrument take priority over their respective mortgages:

SIGNED FOR AND ON BEHALF
~~THE COMMON SEAL~~ of CBA)
CORPORATE SERVICES (NSW))
PTY LIMITED ~~is duly affixed by~~)
~~authority of its directors in the presence~~)
~~OF BY ITS ATTORNEY UNDER~~)
~~POWER OF ATTORNEY IN THE~~)
~~PRESENCE OF~~)
Dated 27/10/99
No. 638 Bk 4252

Signature of authorised person

CHIEF MANAGER, RISK MANAGEMENT
Office held

DEREK ARMSTRONG
Name of authorised person (block letters)

Signature of authorised person Attorney

CHIEF MANAGER, RISK MANAGEMENT
Office held

MARK LEIGH MCLOY
Name of authorised person (block letters)

~~THE COMMON SEAL of HHH~~)
~~INVESTMENTS (NO. 1) PTY~~)
~~LIMITED is duly affixed by authority of~~)
~~its directors in the presence of.~~)

Signature of authorised person

SECRETARY
Office held

F LO
Name of authorised person (block letters)

EXECUTED BY
HHH INVESTMENTS (NO.1)
PTY LIMITED
ACN 082 431 435
BY

Signature of authorised person

DIRECTOR
Office held

T LASSIDY
Name of authorised person (block letters)

Handwritten initials and marks at the bottom right of the page.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 37 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

THE COMMON SEAL of HIH)
CASUALTY AND GENERAL)
INSURANCE LIMITED is duly affixed)
by authority of its directors in the)
presence of:)

Signature of authorised person

Office held

Name of authorised person (block letters)

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF WILLOUGHBY WAS
HERETO AFFIXED ON 16TH DAY OF
NOVEMBER, 2000 PURSUANT TO A
RESOLUTION OF COUNCIL PASSED
ON 13TH DAY OF NOVEMBER, 2000

SIGNED FOR AND ON BEHALF OF
WESTPAC BANKING CORPORATION
ABN 33 007 457 141 BY MARK
ANDREW MORRISON ITS ATTORNEY
UNDER POWER OF ATTORNEY
NO 837 BOOK 4059 IN THE
PRESENCE OF

PETER SPILLER
60 CARRINGTON STREET, SYDNEY
S88B Instrument - SRA



Signature of authorised person

Office held

Name of authorised person (block letters)

THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF WILLOUGHBY WAS
HERETO AFFIXED ON 16TH DAY OF
NOVEMBER, 2000 PURSUANT TO A
RESOLUTION OF COUNCIL PASSED
ON 13TH DAY OF NOVEMBER, 2000

MARK ANDREW MORRISON
MANAGER LEGAL

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTIONS 88A, 88B AND 88BA OF THE CONVEYANCING ACT 1919**

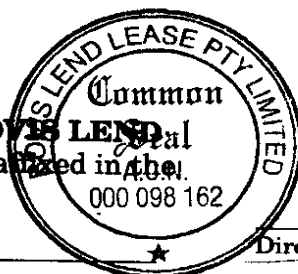
Lengths are in metres

(Sheet 38 of 38 Sheets)

DP1018607

Plan of Easements over Lots 2, 3, 4, 5 & 6 in
DP879307, Lot 10 in DP1003022, Lot 9 in
DP1005532, Lots 13 & 14 in DP1006213,
CP/SP61518 and CP/SP62272

**THE COMMON SEAL of BOVIES LEND
LEASE PTY LIMITED was affixed in the
presence of:**



Secretary/Director

Janet Elizabeth Campbell

Director

Charles Thomas Savage

Print name

Print name

DP1017606

Registered: 22.12.2000

This is sheet 2 of my plan in 8 sheets
dated 25/5/2000

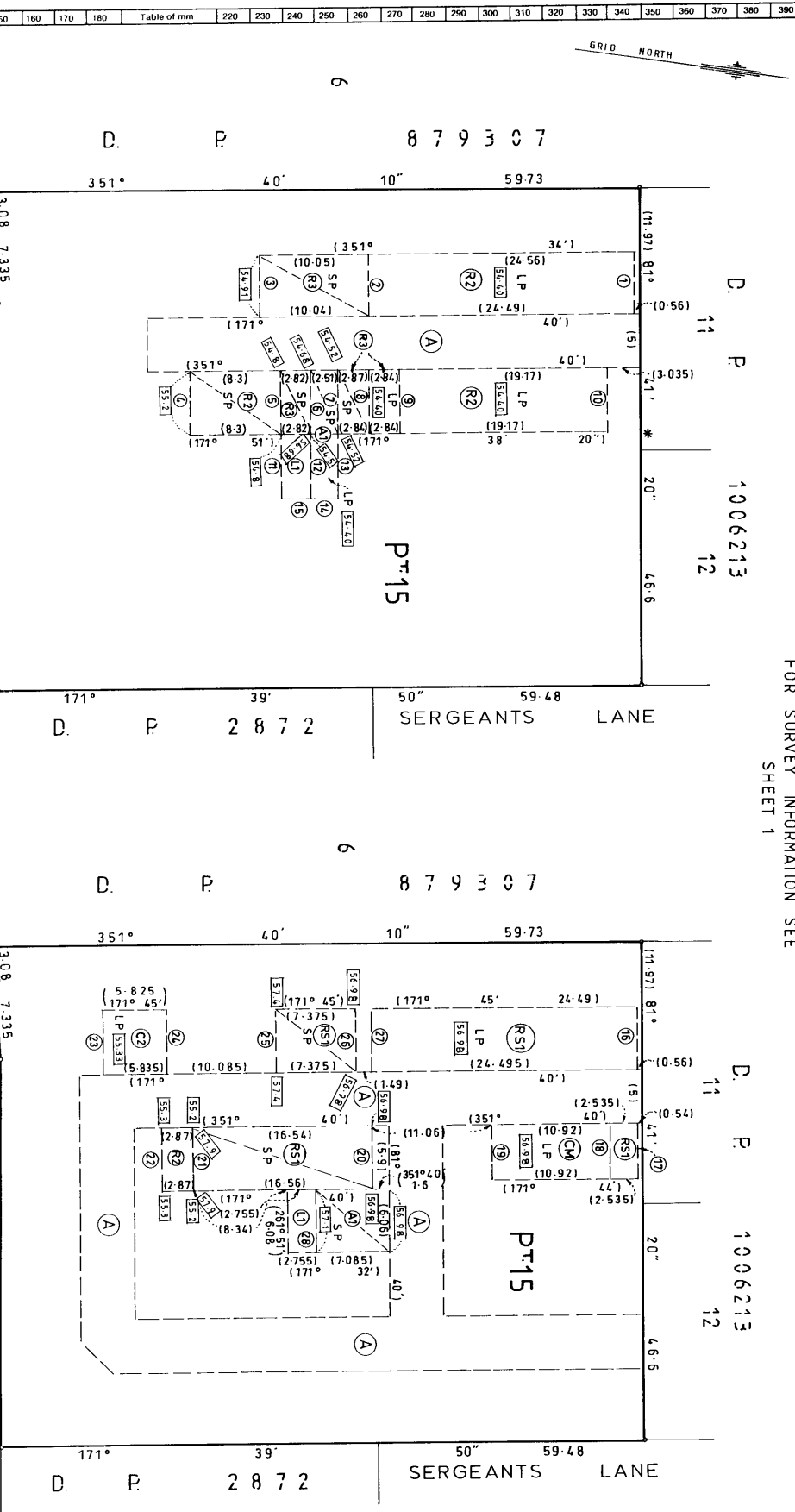
M. S. Anderson

Surveyor registered under Surveyors Act 1929

This is sheet _____ of the plan of _____
shades covered by subdivision certificate No. _____
of _____

Authorised Person/General Manager/Accredited Cartographer

For use where space is insufficient in any case on Plan Form 2



CARPARK LEVEL 9

CARPARK LEVEL 8

PT15 IS UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT
AS SHOWN BY NOTES ON CARPARK LEVEL 3.

(C2) - EASEMENT FOR PARKING LIMITED IN DEPTH TO THE
LEVEL & SLOPING PLANES SHOWN THUS []
& LIMITED IN HEIGHT TO 2.1 METRES ABOVE EACH
PLANE.

(CM) - EASEMENT FOR PARKING LIMITED IN DEPTH TO THE
LEVEL & SLOPING PLANES SHOWN THUS []
& LIMITED IN HEIGHT TO 2.1 METRES ABOVE EACH
PLANE.

SHORT LINES

N°	BEARING	DISTANCE	N°	BEARING	DISTANCE
1	82°18'	5.97	15	171°51'	2.755
2	261°40'	5.92	16	81°46'	5.875
3	261°34'	5.905	17	81°44'	6.12
4	261°51'	5.91	18	81°44'	6.12
5	81°51'	5.93	19	261°45'	5.72
6	261°51'	5.94	20	81°39'	5.9
7	81°27'	5.95	21	261°51'	5.91
8	261°40'	5.95	22	261°51'	5.9
9	81°38'	5.95	23	261°45'	6.105
10	81°38'	5.94	24	81°41'	5.095
11	261°51'	6.05	25	261°45'	5.925
12	261°28'	6.05	26	81°45'	5.915
13	81°36'	6.05	27	261°50'	5.91
14	171°51'	2.845	28	81°54'	6.075

(A) - RIGHT OF VEHICULAR ACCESS 5 WIDE & VARIABLE. (D.P.1005532)

(R51) - EASEMENT FOR PARKING.

(R2) - EASEMENT FOR PARKING.

(R3) - EASEMENT FOR PARKING.
ABOVE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES
SHOWN THUS [] & LIMITED IN HEIGHT TO 2.1 METRES
ABOVE EACH PLANE.

(L1) - EASEMENT TO USE LIFT

(A7) - RIGHT OF FOOTWAY IS LIMITED IN DEPTH TO THE LEVEL &
SLOPING PLANES SHOWN THUS [] & IS LIMITED IN
HEIGHT TO 2.1 METRES ABOVE EACH PLANE.

SP - DENOTES SLOPING PLANE.

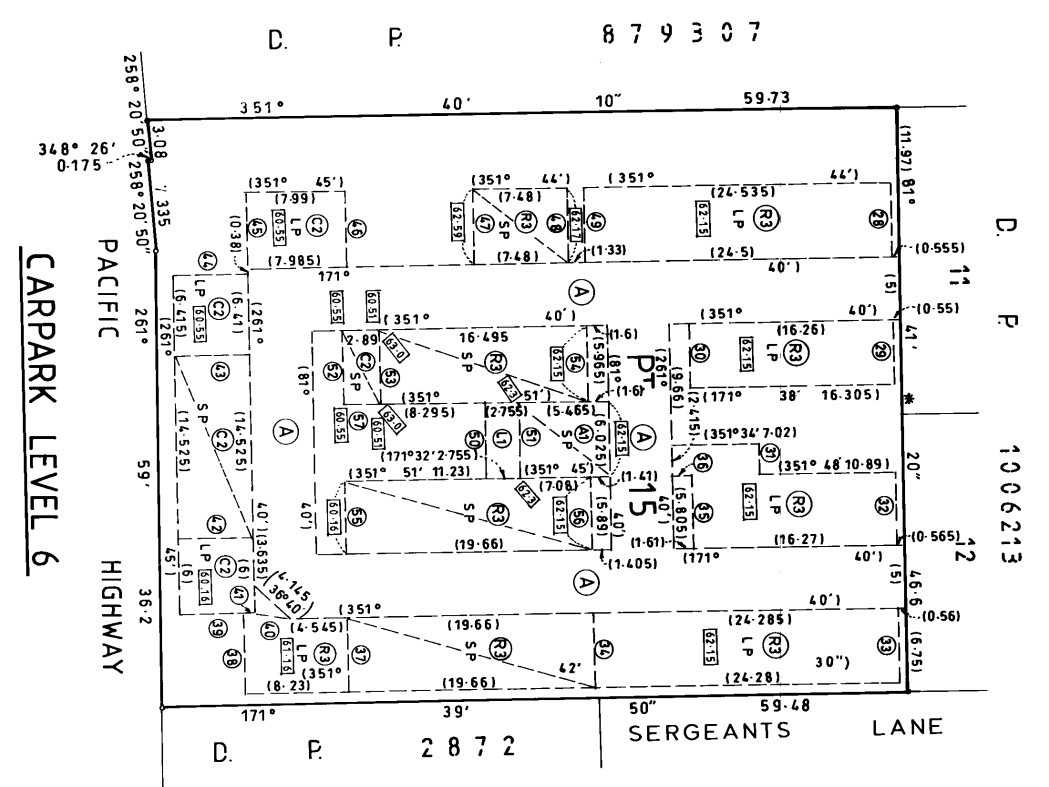
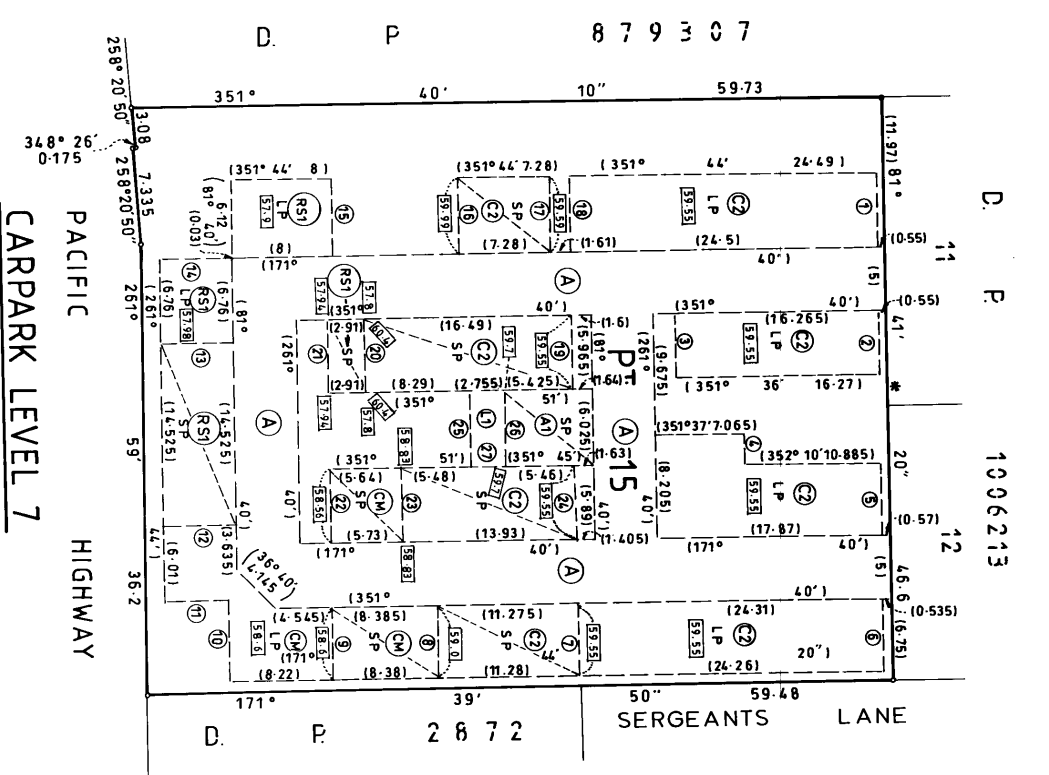
LP - DENOTES LEVEL PLANE

* - DENOTES CONSTRUCTION JOINT.

Plan Drawing only to appear in this space

Reduction Ratio 1:300

SURVEYOR'S REFERENCE: 951009 SUB STAGE 4



Registered: DP1017606
This is sheet 3 of my plan in 8 sheets
dated 25/3/2000
Surveyor registered under Surveyors Act 1998
This is a plan of the plan of the land
owned by subdivision certificate No. 1006213
of 1006213
Authorised Person/General Manager/Registered Officer
For use where space is insufficient in any plan on Plan Form 2

SHORT LINES		BEARING		DISTANCE	
Nº	BEARING	DISTANCE	Nº	BEARING	DISTANCE
1	81°44'	5.95	20	81°51'	5.905
2	81°36'	6.12	21	261°51'	5.9
3	81°41'	6.13	22	82°43'	5.93
4	82°10'	2.44	23	261°51'	5.91
5	82°10'	5.675	24	79°32'	5.895
6	82°10'	5.92	25	261°51'	6.05
7	261°40'	5.885	26	81°51'	6.04
8	81°44'	5.87	27	171°32'	2.785
9	81°44'	5.86	28	81°44'	5.95
10	261°28'	6.4	29	81°38'	6.12
11	171°41'	5.125	30	82°08'	6.13
12	171°40'	5.885	31	81°48'	2.445
13	351°40'	5.87	32	81°57'	5.78
14	171°38'	5.86	33	81°42'	5.905
15	81°44'	6.11	34	81°40'	5.885
16	261°44'	5.99	35	261°57'	5.8
17	81°44'	5.985	36	351°48'	1.635
18	261°48'	5.98	37	81°40'	5.87
19	82°04'	5.96	38	261°38'	6.43

BEARING DISTANCE Nº BEARING DISTANCE Nº BEARING DISTANCE

1 81°44' 5.95 20 81°51' 5.905 39 351°38' 5.145

2 81°36' 6.12 21 261°51' 5.9 40 293' 2.98

3 81°41' 6.13 22 82°43' 5.93 41 351°38' 0.755

4 82°10' 2.44 23 261°51' 5.91 42 351°40' 5.89

5 82°10' 5.675 24 79°32' 5.895 43 351°40' 5.87

6 82°10' 5.92 25 261°51' 6.05 44 351°45' 5.86

7 261°40' 5.885 26 81°51' 6.04 45 261°40' 6.105

8 81°44' 5.87 27 171°32' 2.785 46 81°44' 6.095

9 81°44' 5.86 28 81°44' 5.95 47 261°44' 5.99

10 261°28' 6.4 29 81°38' 6.12 48 81°44' 5.98

11 171°41' 5.125 30 82°08' 6.13 49 261°21' 5.98

12 171°40' 5.885 31 81°48' 2.445 50 261°50' 6.05

13 351°40' 5.87 32 81°57' 5.78 51 81°51' 5.91

14 171°38' 5.86 33 81°42' 5.905 52 261°50' 5.91

15 81°44' 6.11 34 81°40' 5.885 53 81°50' 5.91

16 261°44' 5.99 35 261°57' 5.8 54 261°40' 5.96

17 81°44' 5.985 36 351°48' 1.635 55 261°40' 5.93

18 261°48' 5.98 37 81°40' 5.87 56 81°40' 5.89

19 82°04' 5.96 38 261°38' 6.43 57 351°38' 2.895

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261° 261° 261°

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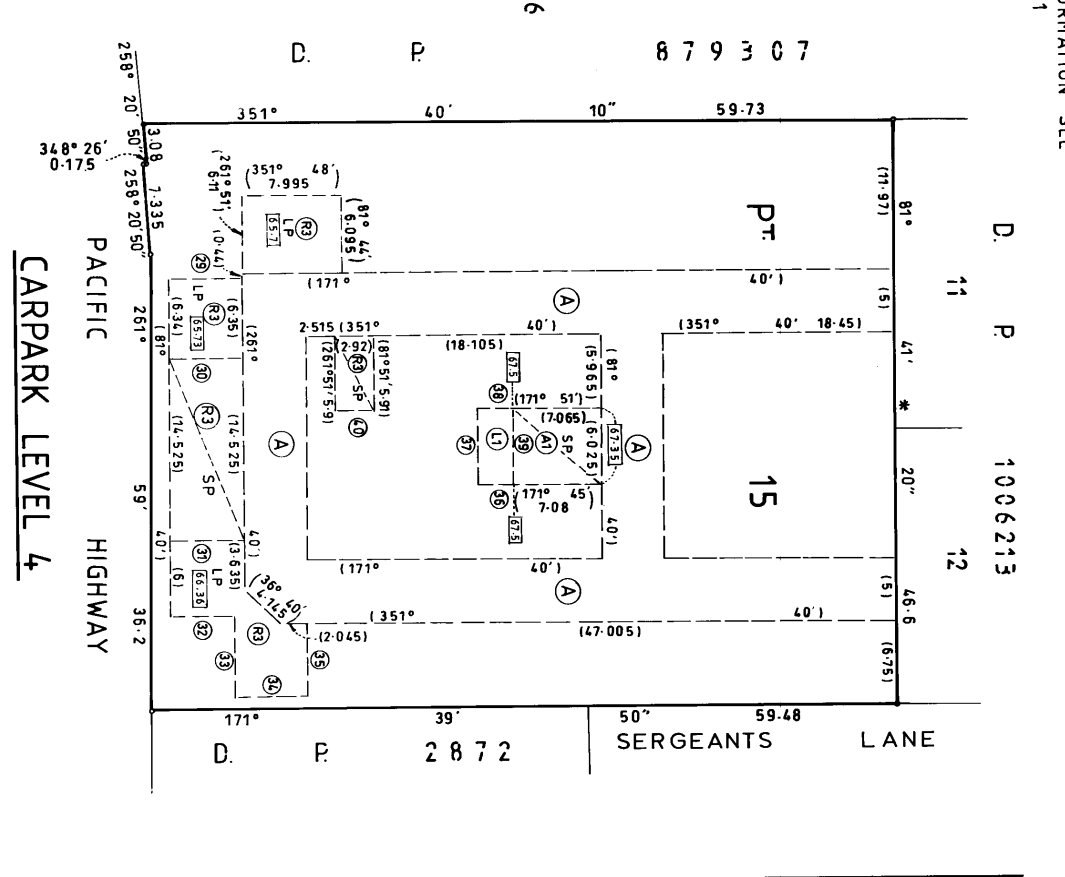
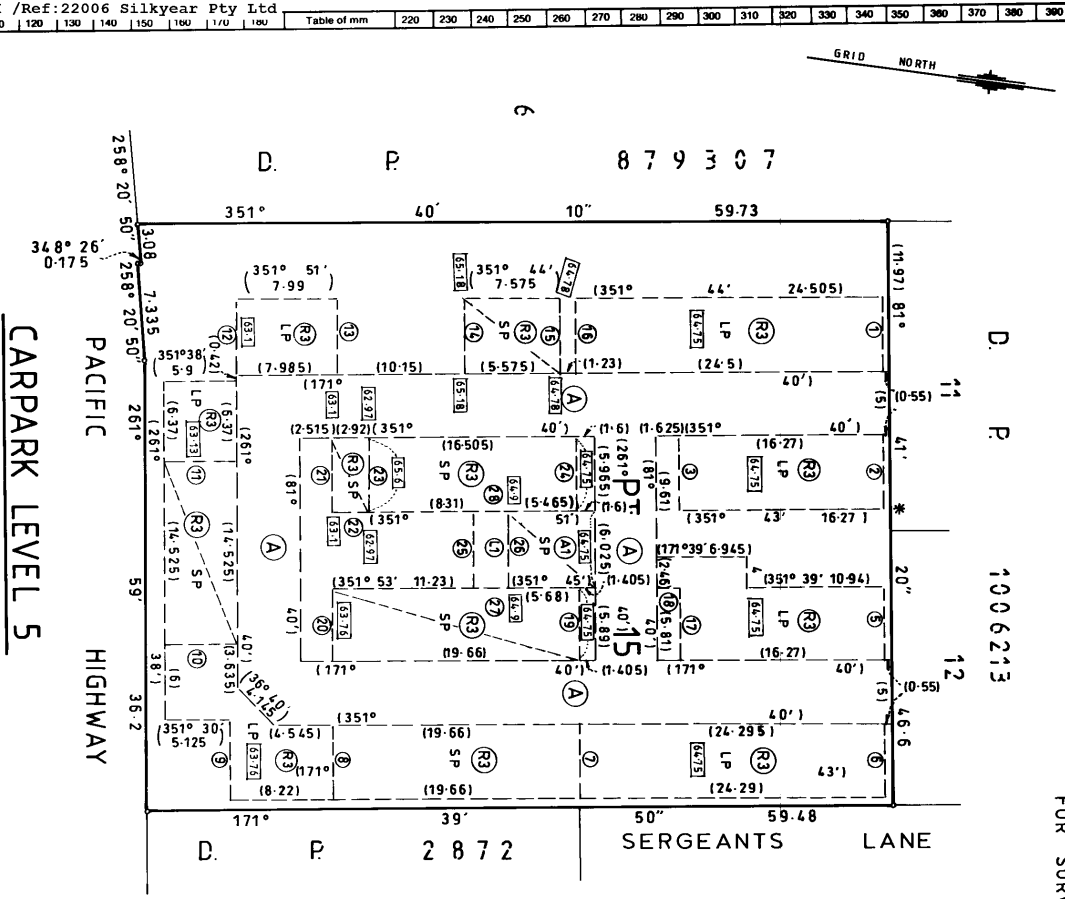
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SHORT LINES

Nº	BEARING	DISTANCE	Nº	BEARING	DISTANCE
1	81°44'	5.97	21	81°51'	5.9
2	81°44'	5.895	22	351°51'	2.92
3	81°43'	5.875	23	261°51'	5.905
4	81°39'	2.46	24	81°40'	5.98
5	81°39'	5.815	25	81°51'	6.05
6	81°43'	5.885	26	261°51'	6.04
7	81°40'	5.865	27	81°32'	2.785
8	261°40'	5.865	28	261°51'	2.755
9	81°30'	6.41	29	171°33'	5.885
10	351°40'	5.89	30	171°30'	5.885
11	171°40'	5.9	31	351°40'	5.885
12	261°40'	6.12	32	351°36'	5.13
13	81°42'	6.095	33	81°27'	6.435
14	261°42'	6.005	34	351°19'	5.73
15	81°44'	5.995	35	261°19'	5.83
16	261°40'	5.995	36	171°32'	2.785
17	81°40'	5.81	37	261°51'	6.05
18	351°39'	1.62	38	351°51'	2.785
19	81°40'	5.89	39	81°51'	6.04
20	261°40'	5.935	40	171°51'	2.92

CARPARK LEVEL 5

CARPARK LEVEL 4

- (A) - RIGHT OF VEHICULAR ACCESS 5 WIDE & VARIABLE (D.P.1005532)
- (A1) - RIGHT OF FOOTWAY
- (R3) - EASEMENT FOR LIMITED IN DEPTH & SLOPING PLANES SHOWN THUS [] & LIMITED IN HEIGHT TO 2.1 METRES ABOVE EACH PLANE.
- (11) - EASEMENT TO USE LIFT.

SP - DENOTES SLOPING PLANE.
LP - DENOTES LEVEL PLANE.
* - DENOTES CONSTRUCTION JOINT

FOR SURVEY INFORMATION SEE
SHEET 1

D. P. 1003022 CHANDOS ST.

Registered: 22.12.2022
This is a plan 5 of my plan in 8 sheets
dated 25/3/2000

Surveyor registered under Surveyors Act 1989
14.5. Andrew

This is a sheet of the plan of
covered by subdivision certificate No. 122.12.2000

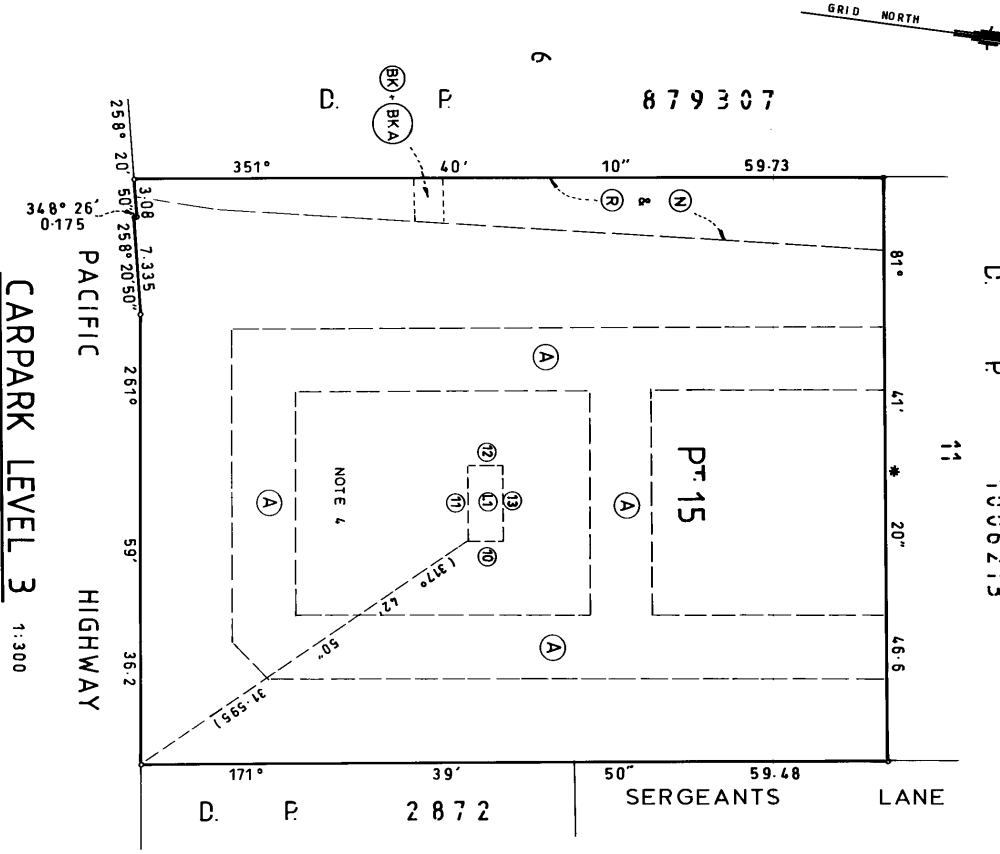
of

Authorised Person/General Manager/Approved Certifier
For use where space is insufficient in any name on Plan Form 2

Reduction Ratio 1: 300 & 1: 400

SHORT LINES

N°	BEARING	DISTANCE
1	171° 07'	3.31
2	81° 01'	0.85
3	171° 10'	2.09
4	81° 10'	1.22
5	171° 36'	3.01
6	81° 35'	1.16
7	172° 04'	0.46
8	81° 39'	1.36
9	172° 33'	0.95
10	171° 32'	2.755
11	261° 51'	6.05
12	351° 51'	2.55
13	81° 51'	6.04



CARPARK LEVEL 2 1:400

NOTE 1. PT LOT 15 IS UNLIMITED IN DEPTH & BUT LIMITED IN HEIGHT BY THE SLOPING PLANE OF LOTS 2 & 5

NOTE 2. PT LOT 15 IS LIMITED IN DEPTH TO THE LEVEL PLANE ON CP1

NOTE 3. PT LOT 15 IS UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT TO THE LEVEL & SLOPING PLANES OF LOT 2 D.P. 879307

NOTE 4. PT LOT 15 IS UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT BY THE SLOPING PLANES OF PART LOT 6 D.P. 879307

NOTE 5. PT LOT 15 IS UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT BY THE SLOPING PLANES OF PART LOT 6 D.P. 879307

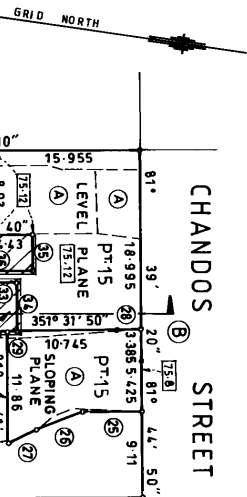
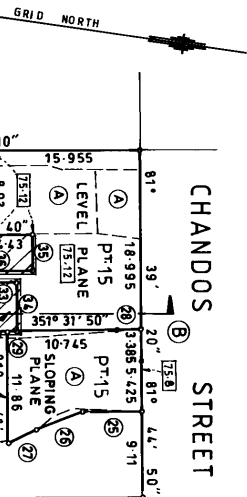
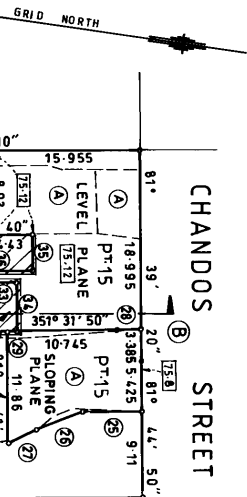
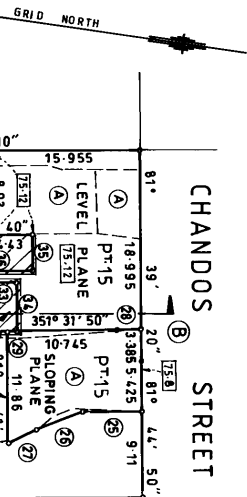
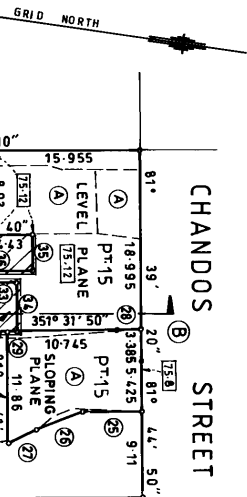
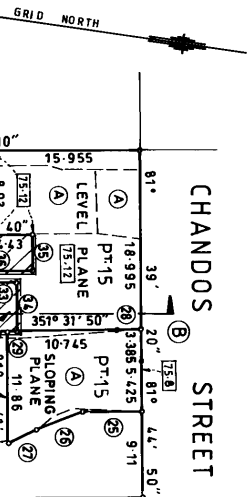
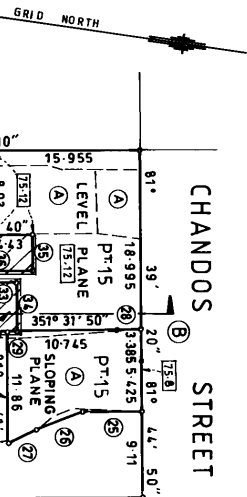
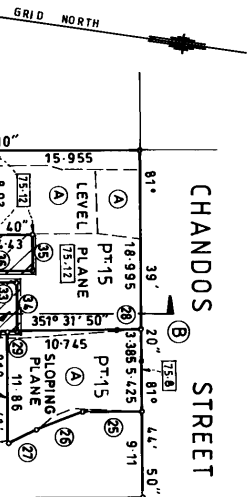
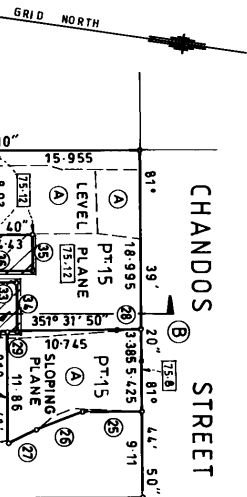
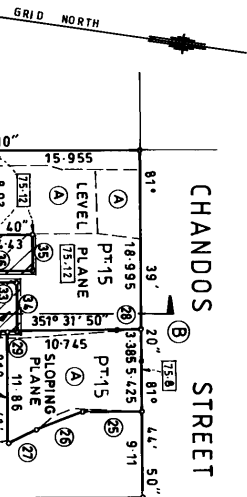
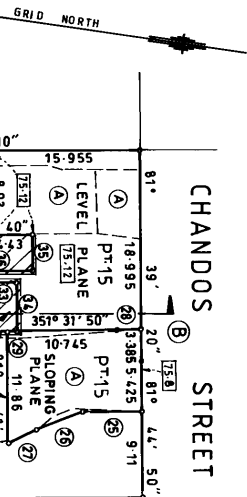
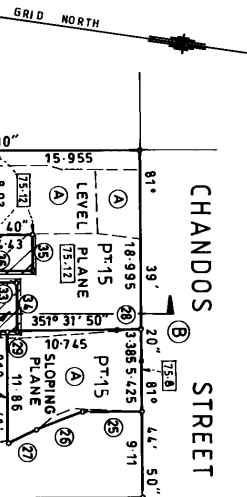
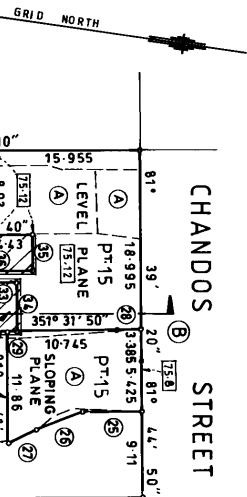
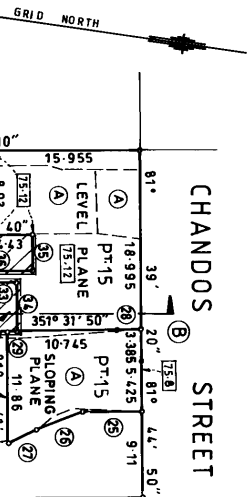
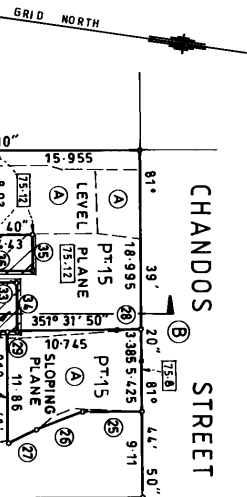
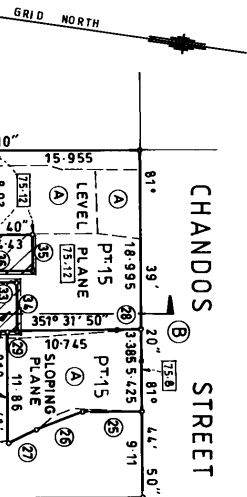
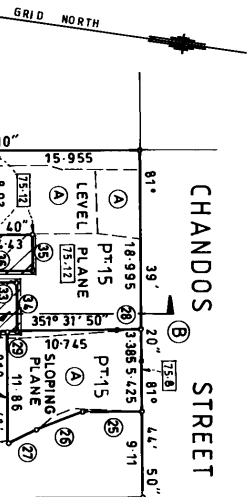
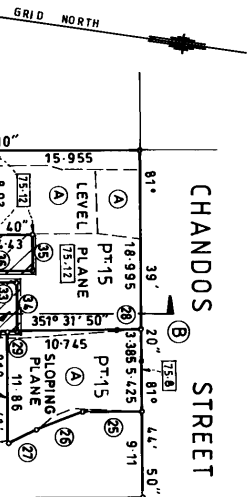
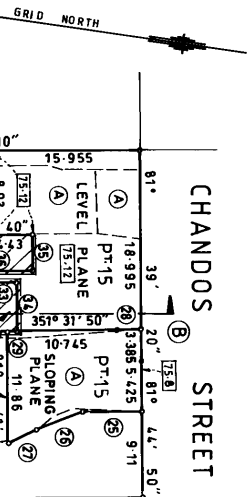
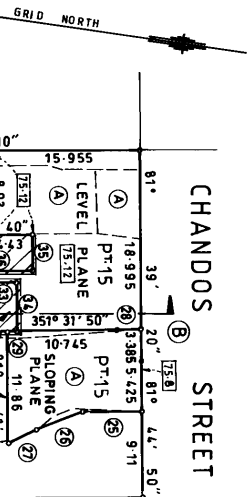
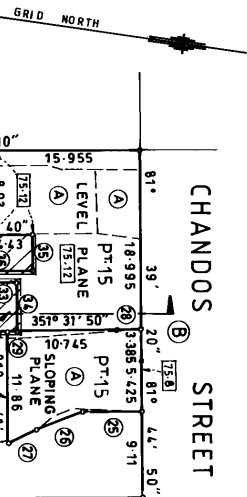
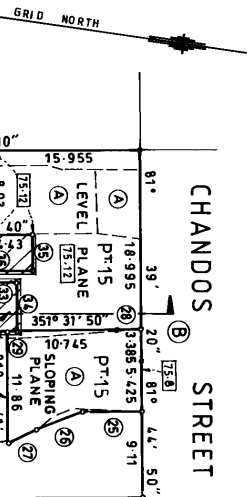
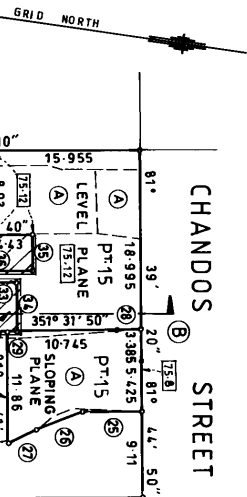
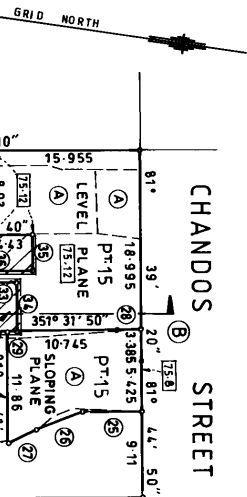
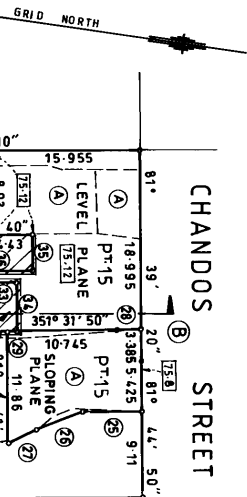
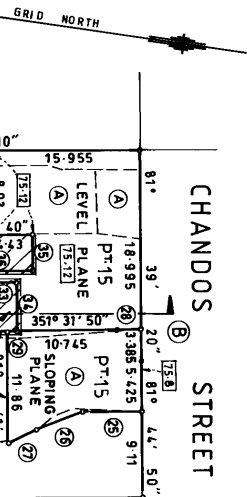
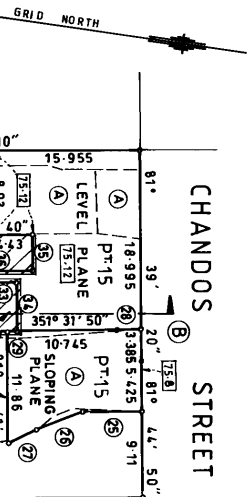
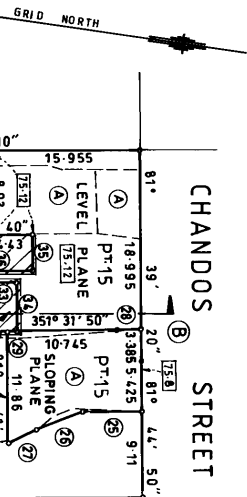
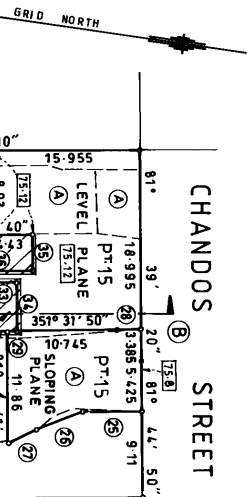
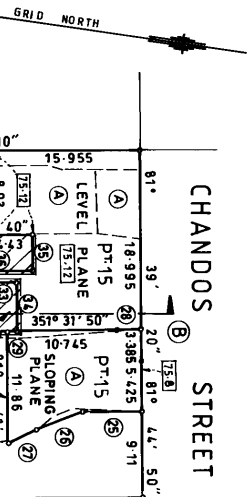
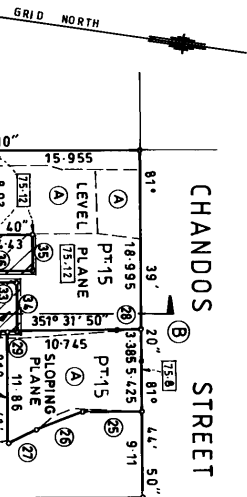
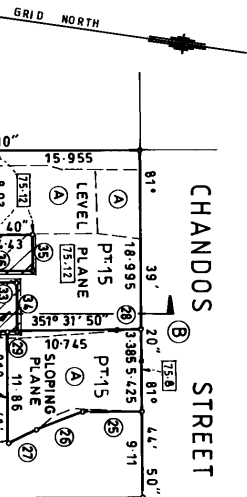
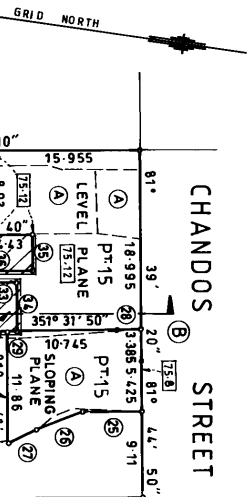
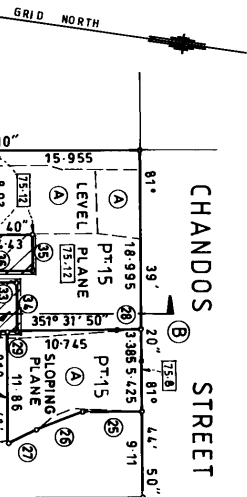
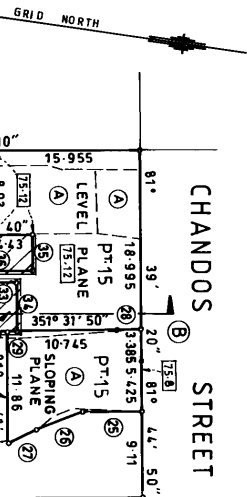
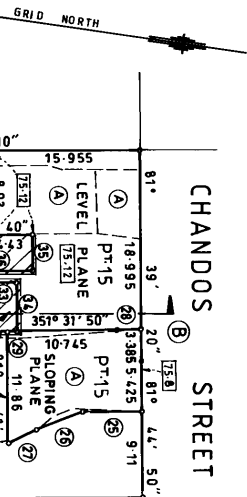
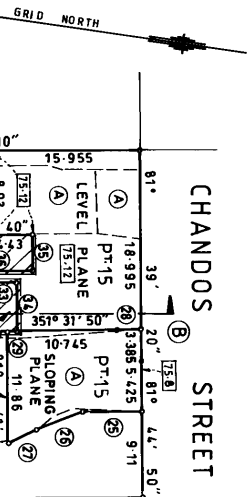
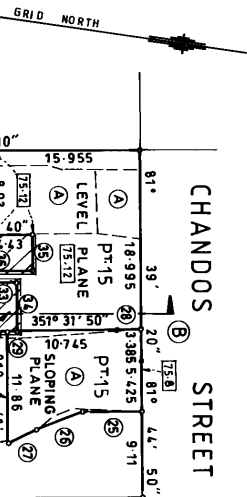
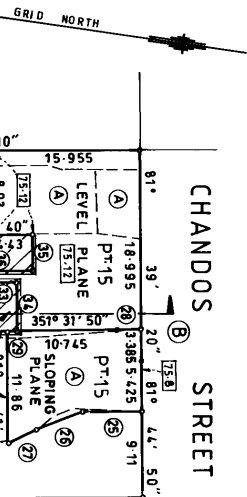
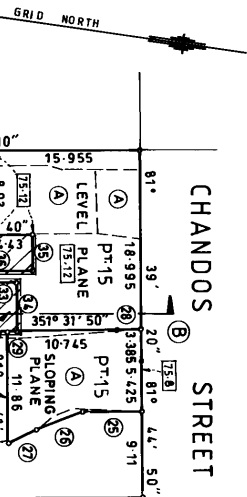
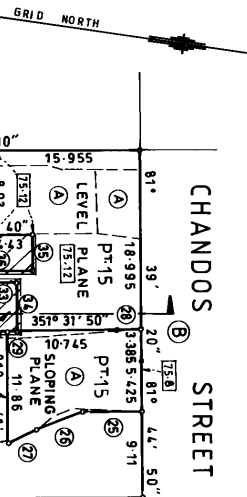
NOTE 6. PT LOT 15 IS UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT BY THE SLOPING PLANES OF PART LOT 6 D.P. 879307

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 951009 SUB STAGE 4

FOR SURVEY INFORMATION SEE SHEET 1
(1) & (2) - EASEMENT TO USE LIFT (D.P. 269140)

CHANDOS STREET



DP1017606

Registered: 11/02/2000

This is sheet 7 of my plan in 8 sheets
dated 25/3/2000

Surveyor registered under Surveyors Act 1988

This is sheet 7 of my plan in 8 sheets
dated 25/3/2000

Authorised Person/General Manager/Accredited Officer

For use where space is insufficient in any panel on Plan Form 2

CHANDOS STREET

D. P 1006213

LANE

SERGEANTS

PACIFIC HIGHWAY

MEZZANINE LEVEL

Nº	BEARING	DISTANCE	Nº	BEARING	DISTANCE
1	171° 34'	3.425	44	81° 51'	4.75
2	261° 44'	0.76	45	81° 51'	1.08
3	171° 33'	1.05	46	171° 34'	2.67
4	81° 02'	0.76	47	351° 56'	2.075
5	171° 41'	7.235	48	74° 41'	4.77
6	261° 04'	0.56	49	80° 36'	3.275
7	171° 33'	2.64	50	261° 32'	3.28
8	261° 33'	0.615	51	262° 15'	1.78
9	81° 46'	5.29	52	351° 55'	2.475
10	171° 32'	2.99	53	351° 55'	3.85
11	261° 49'	5.3	54	81° 39'	1.775
12	351° 44'	2.985	55	171° 53'	6.345
13	81° 20'	2.95			
14	171° 43'	2.925			
15	261° 40'	2.945			
16	351° 41'	2.91			
17	261° 40'	4.69			
18	216° 14'	4.64			
19	261° 40'	0.81			
20	141° 48'	3.67			
21	82° 01'	0.315			
22	81° 42'	3.195			
23	351° 42'	7.33			
24	261° 31'	1.175			
25	351° 42'	5.49			
26	261° 25'	4.545			
27	171° 46' 20"	6.57			
28	201° 31' 40"	6.23			
29	261° 41'	0.765			
30	306° 29'	4.625			
31	261° 41'	4.69			
32	81° 40'	2.94			
33	171° 43'	2.91			
34	261° 47'	2.94			
35	351° 41'	2.9			
36	81° 45'	5.3			
37	171° 18'	3.02			
38	261° 44'	5.325			
39	351° 42'	3.02			
40	171° 32'	2.755			
41	261° 51'	6.05			
42	351° 51'	2.755			
43	81° 51'	0.21			

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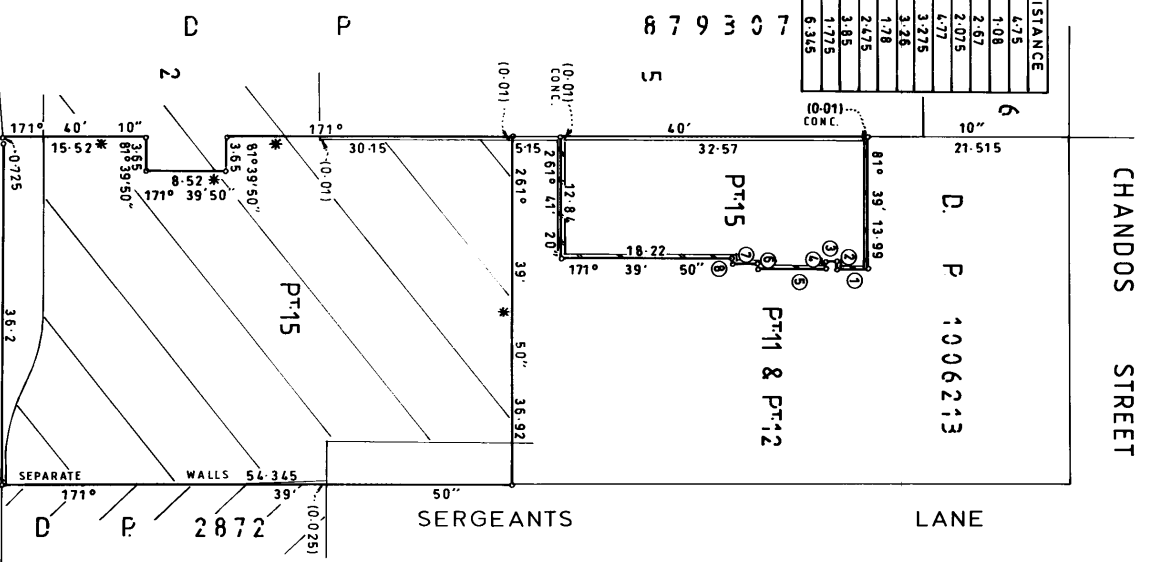
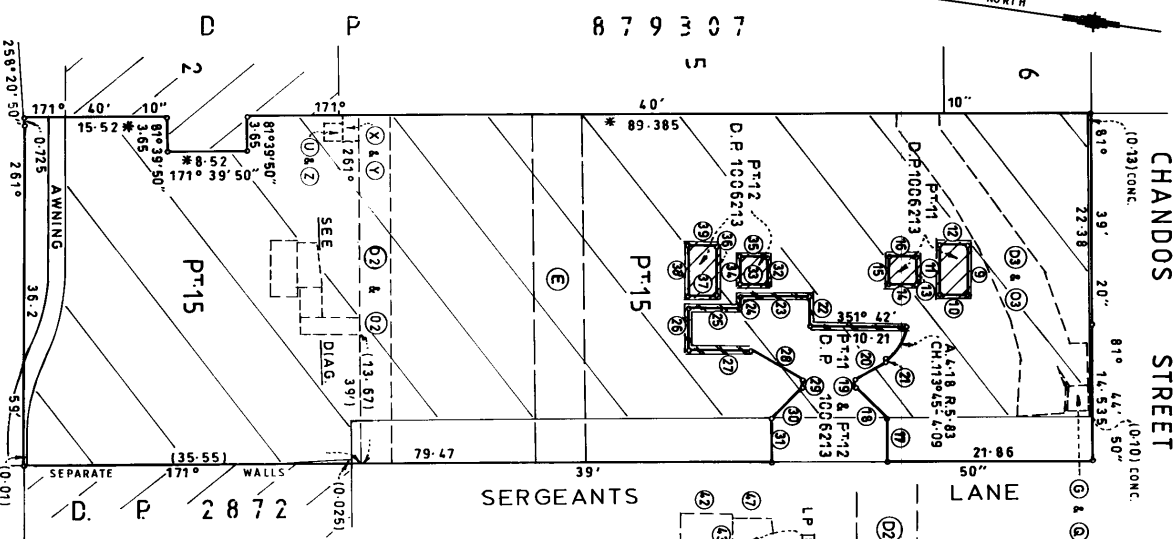
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P

FOR SURVEY INFORMATION SEE SHEET 1
(X) & (Y) EASEMENT FOR ACCESS } D.P. 269140
(U) & (Z) EASEMENT TO USE LIFT

- (E) - EASEMENT FOR SUPPORT (D.P. 1005532)
- (G) & (Q) - EASEMENT TO USE LIFT (D.P. 269140)
- (O3) & (O3) - EASEMENT FOR ACCESS VARIABLE WIDTH (D.P. 1006213)
- (O2) & (O2) - EASEMENT FOR ACCESS 3.2 WIDE (D.P. 1006213)
- (A1) - RIGHT OF FOOTWAY LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES SHOWN THUS [] & LIMITED IN HEIGHT TO 2.1 METRES ABOVE EACH PLANE.
- (L1) - EASEMENT TO USE LIFT UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT TO THE LEVEL PLANE RL.84.5.
- SP - DENOTES SLOPING PLANE.
- * - DENOTES CONSTRUCTION JOINT.
- LP - DENOTES LEVEL PLANE.



PL1015 IS UNLIMITED IN HEIGHT & DEPTH EXCEPT WHERE LOTS 11 & 12 D.P. 1006213 OCCUR.
NOTE: WALL OFFSETS TO BOUNDARIES WITHIN LOTS 11 & 12 D.P. 1006213 ARE IN ACCORDANCE WITH THOSE SHOWN ON D.P. 1006213.

PLAZA LEVEL

PACIFIC HIGHWAY

MEZZANINE LEVEL

PACIFIC HIGHWAY

DP1017606

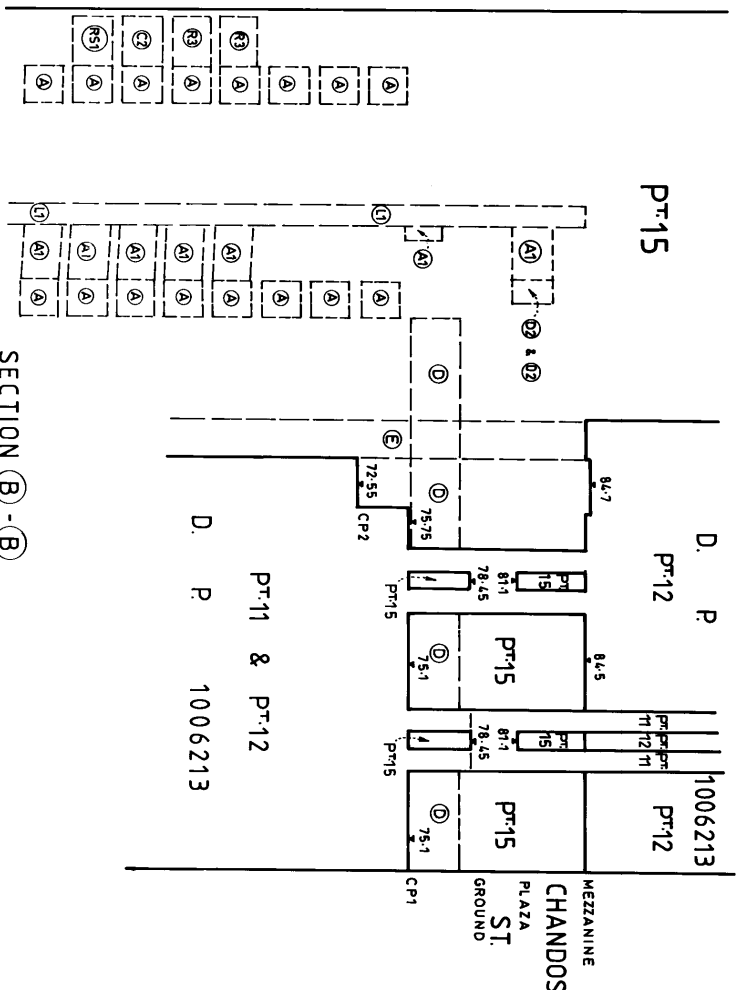
Registered: 14/12/22, 2022
This is sheet 8 of my plan in 8 sheets
dated 25/5/2020

Surveyor registered under Surveyors Act 1920
This is sheet 8 of my plan in 8 sheets
dated 25/5/2020
Surveyor's name: M.S. Anderson
Surveyor's registration number: 111211

Automated Person/General Manager/Registered Officer
For use where space is insufficient in any plan on Plan Form 2

Reduction Ratio: 300

SECTIONS



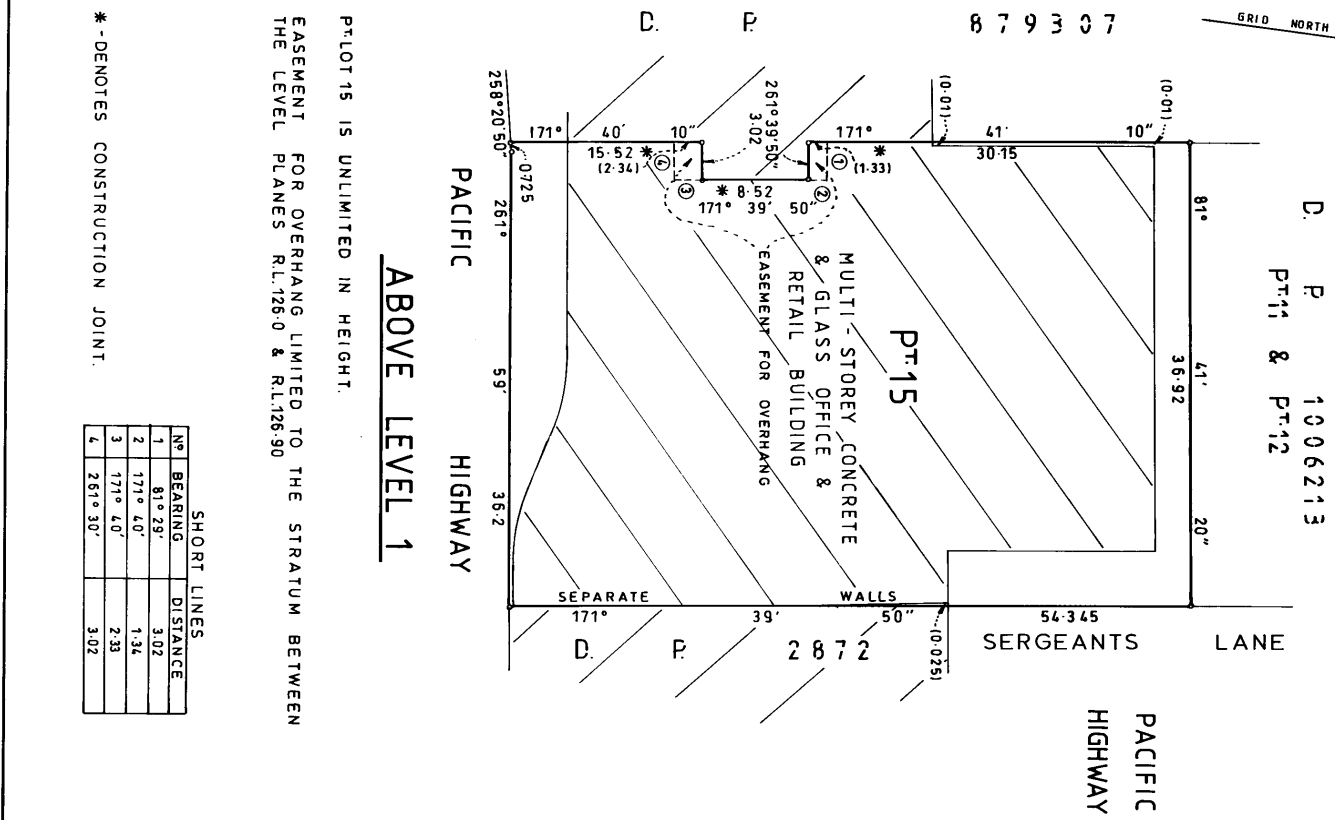
SECTION A - A
H:1:500
V:1:200

SECTION B - B
H:1:500
V:1:200

SECTION A - A

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 9510009 SUB STAGE 4



ABOVE LEVEL 1

PT LOT 15 IS UNLIMITED IN HEIGHT.

EASEMENT FOR OVERHANG LIMITED TO THE STRATUM BETWEEN THE LEVEL PLANES R.L.126.0 & R.L.126.90

* - DENOTES CONSTRUCTION JOINT.

SHORT LINES		
Nº	BEARING	DISTANCE
1	81° 29'	3.02
2	171° 40'	1.34
3	171° 40'	2.33
4	261° 30'	3.02

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

(Sheet 1 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

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

Winten Developments Pty Limited
ACN 003 811 309 of Level 10,
61 Lavender Street, Milsons Point

**Full name and address of mortgagee
of the land:**

1. CBA Corporate Services (NSW)
Pty Limited ACN 070 765 434 of
48 Martin Place, Sydney, NSW
2. HIH Investments (No.1) Pty
Limited ACN 082 431 436 of
Level 42, 50 Bridge Street,
Sydney, NSW

PART 1

1. **Identity of easement to be
created and numbered one in
the plan**

Easement for Parking (R3)

Schedule of Lots etc. Affected

Lots Burdened

Lots Benefited

Lot 15

Lot 2 DP 879307

Handwritten signature
L.I. Thompson

Handwritten mark

DP1017606

**Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No**

- 2. Identity of easement to be created and numbered two in the plan**

Schedule of Lots etc. Affected

Lots Burdened

Lots Benefited

Lot 15

Lot 3 DP 879307 (~~Lot 22~~)

- 3. Identity of easement to be created and numbered three in the plan**

Easement for Parking (C2)

Schedule of Lots etc Affected

Lots Burdened

Lots Benefited

Lot 15

Lot 3 DP 879307 (~~Lot 23~~)

- 4. Identity of easement to be created and numbered four in the plan**

Easement for Parking (RS1)

Schedule of Lots etc Affected

Lots Burdened

Lots Benefited

Lot 15

Lot 3 DP 879307 (~~Lot 21~~)

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

5. **Identity of easement to be
created and numbered five in
the plan**

Right of Footway (A1)

Schedule of Lots etc Affected

Lots Burdened

Lot 15

Lots Benefited

Lots 2 and 3 DP 879307

6. **Identity of easement to be
created and numbered six in
the plan**

Easement for Support

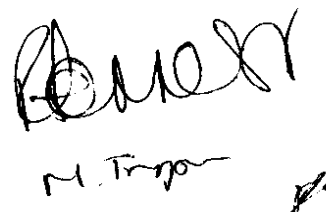
Schedule of Lots etc Affected

Lots Burdened

Lot 15

Lots Benefited

Lot 2 DP 879307


M. Tignor

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 4 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

7. **Identity of easement to be
created and numbered seven
in the plan** Easement for Parking (CM)

Schedule of Lots etc. Affected

Lots Burdened

Lot 15

Lots Benefited

Lot 3 DP 879307 (~~Lot 25~~)

8. **Identity of easement to be
created and numbered eight in
the plan** Easement for Overhang

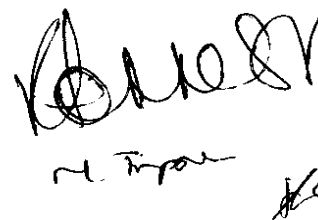
Schedule of Lots etc. Affected

Lots Burdened

Lot 15

Lots Benefited

Lot 2 DP 879307

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

(Sheet 5 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

- 9. Identity of easement to be
created and numbered nine in
the plan**

Easement to use Lift (L1)

Schedule of Lots etc. Affected

Lots Burdened

Lot 15

Lots Benefited

Lots 2 and 3 DP 879307

- 10. Identity of easement to be
created and numbered ten in
the plan**

Easement for services

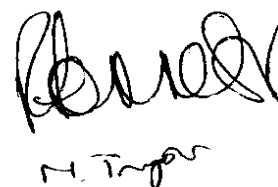
Schedule of Lots etc. Affected

Lots Burdened

Lot 15

Lots Benefited

Lot 2 DP879307


H. Taylor

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

(Sheet 6 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

PART 2

A. Definitions

In Part 2 of this instrument, the following definitions apply:

Authorised Users is every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

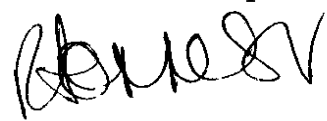
Carpark means the area designated for use and operated as a carpark within the burdened lot.

Owner means the owner for the time being of the burdened land.

Plan is the plan of subdivision to which this instrument relates.

1. Terms of Easement for Parking numbered one in the Plan:

- 1.1 In this easement **Grantee** means the owner of the leasehold interest from time to time of registered lease number Lease 6680910 registered in respect of the benefitted land (the **Lease**).
- 1.2 The Owner grants to the Grantee and its Authorised Users the right to park motor vehicles at all times on that part of the lot burdened that is designated as part of the Carpark.
- 1.3 The Owner may:
- (a) impose reasonable security measures and requirements to be observed by the Grantee and Authorised Users to ensure the safety and security of the lot burdened; and
 - (b) temporarily suspend the use of that part of the lot burdened, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.
- 1.4 Before exercising rights under **clause 1.3**, the Owner must, except in an emergency give reasonable notice to the Grantee of its intention to suspend


M. T. [unclear] to

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

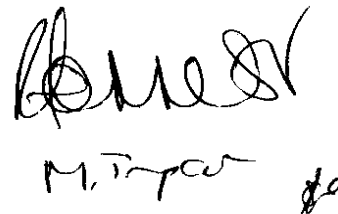
(Sheet 7 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

access to and use of the lot burdened and act reasonably in suspending access
to and use of the lot burdened.

- 1.5 The Grantee and its Authorised Users must comply with the rules and regulations applying to the use of the Carpark when exercising their rights under this easement.
- 1.6 Without limiting the operation of **clause 1.7**, the Grantee is responsible for the costs of any damage caused to the lot burdened caused by the Grantee or an Authorised User exercising its rights under this easement.
- 1.7 The Grantee indemnifies the Owner for all loss, damage or injury caused by the Grantee or an Authorised User exercising its rights under this easement.
- 1.8 The Grantee or Authorised Users must not:
 - (a) repair, wash or otherwise service a motor vehicle while it is parked in the lot burdened or within the Carpark; or
 - (b) leave any rubbish or similar materials on the lot burdened or within the Carpark.
- 1.9 If any person exercises or purports to exercise the rights granted in this easement, then by doing so the person enters on the lot burdened at that person's own risk.
- 1.10 This easement ceases to have effect on the earlier to occur of termination, surrender or expiration of the Lease or demolition of the building constructed on the lot benefitted as at the date of registration of the Plan.
- 2. Terms of Easement for Parking numbered two, three, four and seven in the Plan:**
 - 2.1 In this easement **Grantee** means the owner for the time being of an estate in fee simple of a lot benefitted and any person taking an interest from that owner.
 - 2.2 The Owner grants to the Grantee and its Authorised Users the right to park motor vehicles at all times on that part of the lot burdened that is designated as part of the Carpark.



M. T. Taylor

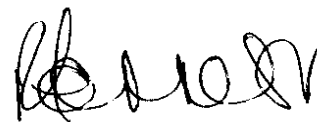
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 8 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

- 2.3 The Owner may:
- (a) impose reasonable security measures and requirements to be observed by the Grantee and Authorised Users to ensure the safety and security of the lot burdened; and
 - (b) temporarily suspend the use of that part of the lot burdened, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.
- 2.4 Before exercising rights under **clause 2.3**, the Owner must, except in an emergency give reasonable notice to the Grantee of its intention to suspend access to and use of the lot burdened and act reasonably in suspending access to and use of the lot burdened.
- 2.5 The Grantee and its Authorised Users must comply with the rules and regulations applying to the use of the Carpark when exercising their rights under this easement.
- 2.6 Without limiting the operation of **clause 2.7**, the Grantee is responsible for the costs of any damage caused to the lot burdened caused by the Grantee or an Authorised User exercising its rights under this easement.
- 2.7 The Grantee indemnifies the Owner for all loss, damage or injury caused by the Grantee or an Authorised User exercising its rights under this easement.
- 2.8 The Grantee or Authorised Users must not:
- (a) repair, wash or otherwise service a motor vehicle while it is parked in the lot burdened or within the Carpark; or
 - (b) leave any rubbish or similar materials on the lot burdened or within the Carpark.
- 2.9 If any person exercises or purports to exercise the rights granted in this easement, then by doing so the person enters on the lot burdened at that person's own risk.


N. Thompson
80

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 9 of 14 Sheets)

DP1017606

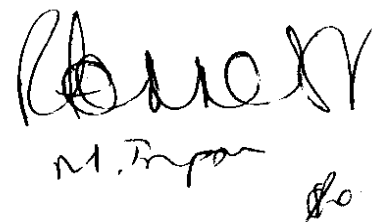
Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

3. Terms of Right of Footway numbered five in the Plan:

- 3.1 Any person who is at any time entitled to an estate or interest in possession of the lot benefited or any part of the lot with which the right is capable of enjoyment and any Authorised Users benefited has the full, free and unimpeded right to go, pass and repass at all times on foot or using wheel chairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually or hearing impaired persons).
- 3.2 The Owner may:
- (a) impose reasonable security measures and requirements to be observed by the proprietor of the lot benefitted and Authorised Users to ensure the safety and security of the lot burdened; and
 - (b) temporarily suspend the use of that part of the lot burdened, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.
- 3.3 Before exercising rights under **clause 3.2**, the Owner must, except in an emergency give reasonable notice to the Grantee of its intention to suspend access to and use of the lot burdened and act reasonably in suspending access to and use of the lot burdened.
- 3.4 If any person exercises or purports to exercise the rights granted in this easement, then by doing so the person enters on the lot burdened at that person's own risk.

4. Terms of Easement for Support numbered six in the Plan:

- 4.1 Any person who is at any time entitled to an estate or interest in possession in the lot benefited or any part of that lot with which the right is capable of enjoyment has at all times the full, free and unimpeded right to have the columns and appurtenances within that part of the lot benefited as indicated in the Plan as Easement for Support (the **Easement Site**) supported laterally by the columns of the lot burdened existing at the date of grant of this easement.



M. Ryan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

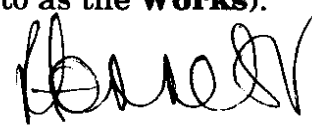
(Sheet 10 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

- 4.2 The Owner must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of all structures within the Easement Site (**Works**) and is responsible for and must punctually pay for the cost of the Works.
- 4.3 The proprietor of the lot benefited and every person authorised by him has the additional right to enter on the lot burdened with any tools, implements and machinery necessary for the purpose of inspecting, repairing, maintaining or renewing the columns within the Easement Site or any part of the Easement Site if the Owner fails to carry out its obligations under **clause 4.2**.
- 4.4 When exercising this right the proprietor of the lot benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition and make good any collateral damage, both at its own cost.
- 5. Terms of Easements for Overhang numbered eight in the Plan:**
- 5.1 Any person who is at any time entitled to an estate or interest in possession in the lot benefited and any person authorised by it (**Grantee**):
- (a) may insist that the parts of the structure on the lot benefited which, at the date of the grant of this easement, overhang the lot burdened (**the overhanging structures**) must remain, but only to the extent that they are within the site of this easement; and
 - (b) must keep the overhanging structures in good repair and safe condition; and
 - (c) may do anything reasonably necessary for those purposes, including:
 - (i) entering the lot burdened; and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out works in order to keep the overhanging structures in good repair and safe condition.

(all matters in (b) and (c) are collectively referred to as the **Works**).


M. Thompson
JH

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 11 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

5.2 In exercising the rights and powers in clause 5.1, the Grantee must:

- (a) ensure that the Works are carried out in a proper and workmanlike condition; and
- (b) cause as little inconvenience as is practicable to the Owner and any Authorised User of the lot burdened; and
- (c) at its own cost, restore the lot burdened as nearly as practicable to its former condition; and
- (d) at its own cost, make good any collateral damage.

5.3 The Owner may insist that this easement be extinguished when any overhanging structure is removed.

5.4 The Owner must not do or allow anything to be done to damage or interfere with the overhanging structures.

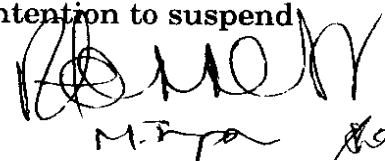
6. Terms of Easement to Use lift (L1) numbered nine in the Plan:

6.1 Any person who is at any time entitled to an estate or interest in possession of the lot benefited or any part of the lot benefited with which the right is capable of enjoyment and any Authorised Users has the full, free and unimpeded right to use the lift installed on that part of the lot burdened marked Easement to Use Lift (L1) for the purpose only of access to and from the Carparking Levels 9 to 1 of the lot benefited at all times subject to the conditions set out in clause 6.2.

6.2 The Owner may:

- (a) impose reasonable security measures and requirements to be observed by the proprietor of the lot burdened and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the lot benefited; and
- (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

6.3 Before exercising rights under clause 6.2, the Owner must, except in an emergency give reasonable notice to the Grantee of its intention to suspend

Handwritten signature and initials, possibly 'M. T. R.' and 'R. T. R.', in black ink.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

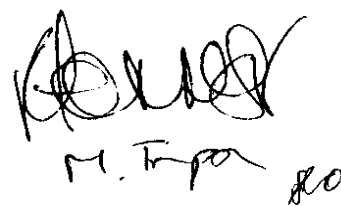
(Sheet 12 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

access to and use of the lot burdened and act reasonably in suspending access
to and use of the lot burdened.

- 6.4 If any person exercises or purports to exercise the rights granted in this
easement, then by doing so the person enters on the lot burdened at that
person's own risk.
- 6.5 The Owner must take all reasonable and timely steps to ensure the proper
maintenance, repair and replacement of all structures within the site marked
Easement for Lift (L1) on the Plan (the **Works**) and is responsible for and
must punctually pay for the cost of the Works.
- 7. Terms of Easement for Services numbered ten in the Plan:**
- 7.1 In this easement:
- (a) **Grantee** means the owner of the leasehold interest from time to time
of registered lease number Lease 6680910 registered in respect of the
benefitted land (the **Lease**);
- (b) **services** means all services existing at the date of registration of the
Plan and includes supply of water, gas, electricity, telephone and
television, and discharge of sewerage, sullage and other fluid waste.
- 7.2 The Grantee may:
- (a) insist that all services to the benefitted land through the burdened
land be retained, and
- (b) do anything reasonably necessary for that purpose, including:
- entering the burdened land, and
 - taking anything onto the burdened land, and
 - carrying out work, such as renewing, repairing or maintaining
pipes, poles, wires, cables, conduits, structures and equipment and
reading meters.
- 7.3 In exercising those powers, the Grantee must:
- (a) ensure all work is done properly, and



M. Tapa 80

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

(Sheet 13 of 14 Sheets)

DP1017606

**Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No**

- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the burdened land, and
 - (c) cause as little damage as is practicable to the burdened land any improvement on it, and
 - (d) restore the burdened land as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
- 7.4 Before exercising rights under **clause 7.2**, the Grantee must, except in an emergency give reasonable notice to the Owner of its intention to enter onto the burdened land.
- 7.5 If any person exercises or purports to exercise the rights granted in this easement, then by doing so the person enters on the burdened land at that person's own risk.

**THE COMMON SEAL of WINTEN
DEVELOPMENTS PTY LIMITED**
was affixed in the presence of:

M. Tripan
Secretary/Director WITNESS.

MARIA TRIPODI

Please print

WINTEN DEVELOPMENTS Pty Ltd.
by its Attorney ROSLYN FORREST
pursuant to Power of Attorney register Book 4167
No. 844 and I have no notice of the revocation of
the said Power of Attorney.

Roslyn Forrest
Director ATTORNEY

ROSLYN FORREST

Please print

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
Pursuant to Section 223 of the Conveyancing Act, 1919**

(Sheet 14 of 14 Sheets)

DP1017606

Plan of Consolidation of Lot 9 DP
1005532 and Lots 13 and 14 DP 1006213
covered by Council's Certificate No

Signed sealed and delivered
for and behalf of

**THE COMMON SEAL of CBA
CORPORATE SERVICES (NSW)
PTY LIMITED** ~~was affixed in the~~

~~presence of:~~ by its attorney under power of
attorney registered book 4252 No. 638 in the
presence of:

Secretary/Director Signature of witness

Please print

EXECUTED by
~~THE COMMON SEAL of HIH
INVESTMENTS (No.1) PTY
LIMITED~~ ~~was affixed in the~~
~~presence of:~~ *by:*

Secretary/Director

F L O

Please print

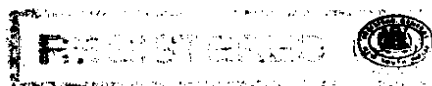
Director Attorney

PHILIP BRYANT CHIEF MANAGER
Please print *RISK MANAGEMENT.*

Director

T CASSIDY.

Please print



22-12-2000

[Handwritten signature]
H. T. [unclear]

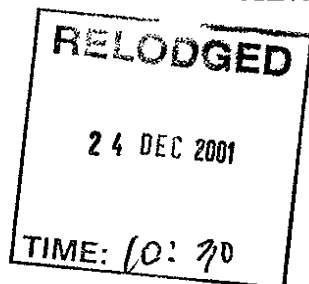
Form: 97-01TG
Licence: LAW/0616/98
Licensee: Gadens Lawyers

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



8107156U

PRIVACY NOTE: this information is legally required and will become part of the public record
Office of State Revenue use only



(A) **LAND**

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
15/1017606	3/879307

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	
745	Allens Arthur Robinson DX 105 SYDNEY Ph: (02) 9230 4000 REFERENCE (optional): 201417396 SPSS	TG

(C) **TRANSFEROR**

(Registered Proprietor of servient tenement)

CHALLENGER PROPERTY NOMINEES PTY LIMITED ABN 39 091 336 793

(D) acknowledges receipt of the consideration of \$1.00

(E) and TRANSFERS and GRANTS an easement ^{Right of Vehicular Access 5 wide and} ~~for access over the site of~~ Easement for Access variable width (A) created by DP1005532 and in the same terms as that easement

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) **TRANSFEREE**

(Registered Proprietor of dominant tenement)

WINTEN DEVELOPMENTS PTY LIMITED ACN 003 513 219

(G) Encumbrances (if applicable) 1. Leases 7288551 to 7288573 incli 2. 3. 4.

DATE 30 / 10 / 2001
dd mm yyyy

(H) Certified correct for the purposes of the Real Property Act 1900 by the Transferor

~~EXECUTED BY~~
**THE COMMON SEAL of CHALLENGER
PROPERTY NOMINEES PTY LIMITED** was
~~affixed in the presence of:~~

Secretary/Director

JOHN BARRY

Print name

Director ~~SECRETARY~~

DAVID SLATYER

Print name

SIGNED SEALED AND DELIVERED on
behalf of **WINTEN DEVELOPMENTS PTY
LIMITED** by its attorney under power of
attorney registered book 4167 no 844 in the
presence of:

Witness

Print name

Print address

Attorney

Print name



ROSLYN FORREST

Nicholas Cross

Level 15, 77 Cartherage St

Sydney 2000

EXECUTION BY CONSENTING PARTY

SIGNED, SEALED AND DELIVERED on
behalf of COMMONWEALTH BANK OF
AUSTRALIA by its attorney, under
power of attorney registered book
no. in the presence of:

Witness

Print Name

Print Address

PHIL JOHNSTON

Print Name

4185 616

27 Nov '97


Attorney

PLAN FORM 2

SIGNATURE AND SEALS ONLY.

NOTE: FOR SECTIONS SEE SHEET 3

Plan Drawing only to appear in this space

SURVEY PRACTICE REGULATION 1996: CLAUSE 32(2)

DP1005532

Registered: 9-9-1999

CA SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 00952 - 6424

Last Plan: DP879307

PLAN OF SUBDIVISION OF
LOT 1 D. P. 879307

Lengths are in metres. Reduction Ratio: 1:500

LGA: WILLOUGHBY

Suburb/Localities: ST LEONARDS

Parish: WILLOUGHBY

County: CUMBERLAND

This is sheet 1 of my plan in. 3 sheets

MARK JOHN ANDREW DENNY LINKER & CO DX530 SYDNEY

16-11-98

16-11-98

16-11-98

16-11-98

16-11-98

16-11-98

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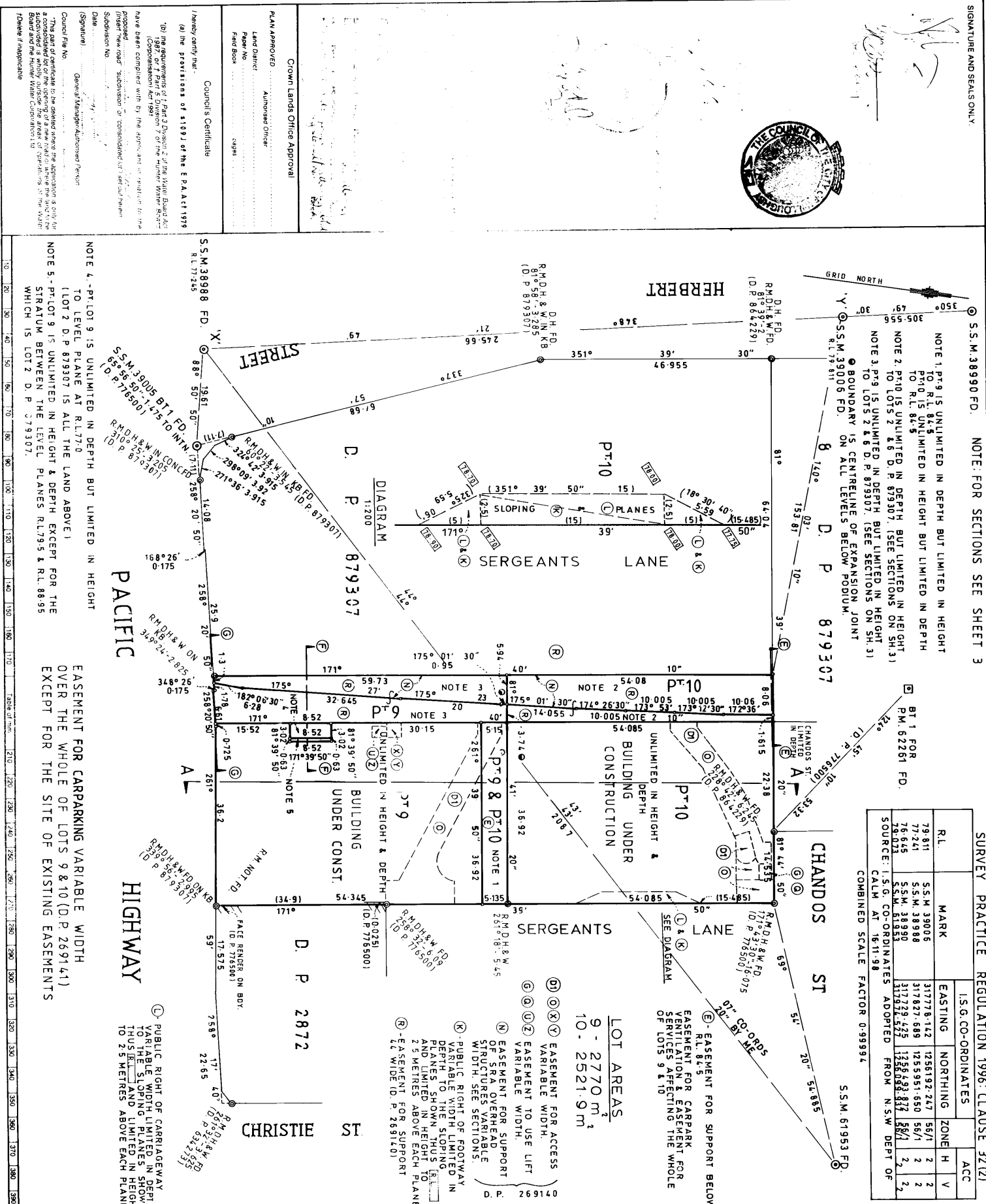
16-11-98

16-11-98

16-11-98



Signature and Seal of the Registrar-General



PLAN APPROVED: Authorised Officer
Land District: 81° 58' 32.295 (D. P. 879307)
Page No.:
Field Book: pages.

Crown Lands Office Approval

PLANNING APPROVED: Authorised Officer
Land District: 81° 58' 32.295 (D. P. 879307)
Page No.:
Field Book: pages.

Subdivision No.:

1/ I hereby certify that:
(a) the provisions of s193 of the EPA Act 1979
(b) the requirements of Part 3 Division 2 of the Planning Act 1991
(c) the provisions of the Planning Act 1991
have been complied with by the applicant in relation to the proposed subdivision.
(Insert new road 'subdivision' or 'consolidation' of 'set out' here)

Signature: General Manager/Authorised Person
Consolidation No.:

The part of certificate to be entered upon the application is only for a consolidated lot or the opening of a new road to which the land to be subdivided is wholly or partly subject. The Registrar-General will not be bound and the Registrar-General will not be bound to register the subdivision if inadequate.

Subdivisions reference: 951009 STG. 2 SUB

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants, (s193 of the Planning Act 1991) OF THE REGISTRAR GENERAL ACT 1991. IT IS INTENDED TO CREATE:

- 1 RIGHT OF VEHICULAR ACCESS
- 2 EASEMENT FOR CARPARK
- 3 EASEMENT FOR SERVICES
- 4 RIGHT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (D)
- 5 EASEMENT FOR SUPPORT (E)
- 6 PUBLIC RIGHT OF FOOTWAY VARIABLE WIDTH (K)
- 7 PUBLIC RIGHT OF CARRIAGEWAY VARIABLE WIDTH (L)

Plans used in preparation of survey/compilation: D P879307, 269140, 769141

DP1005532

Registered 9-9-1999

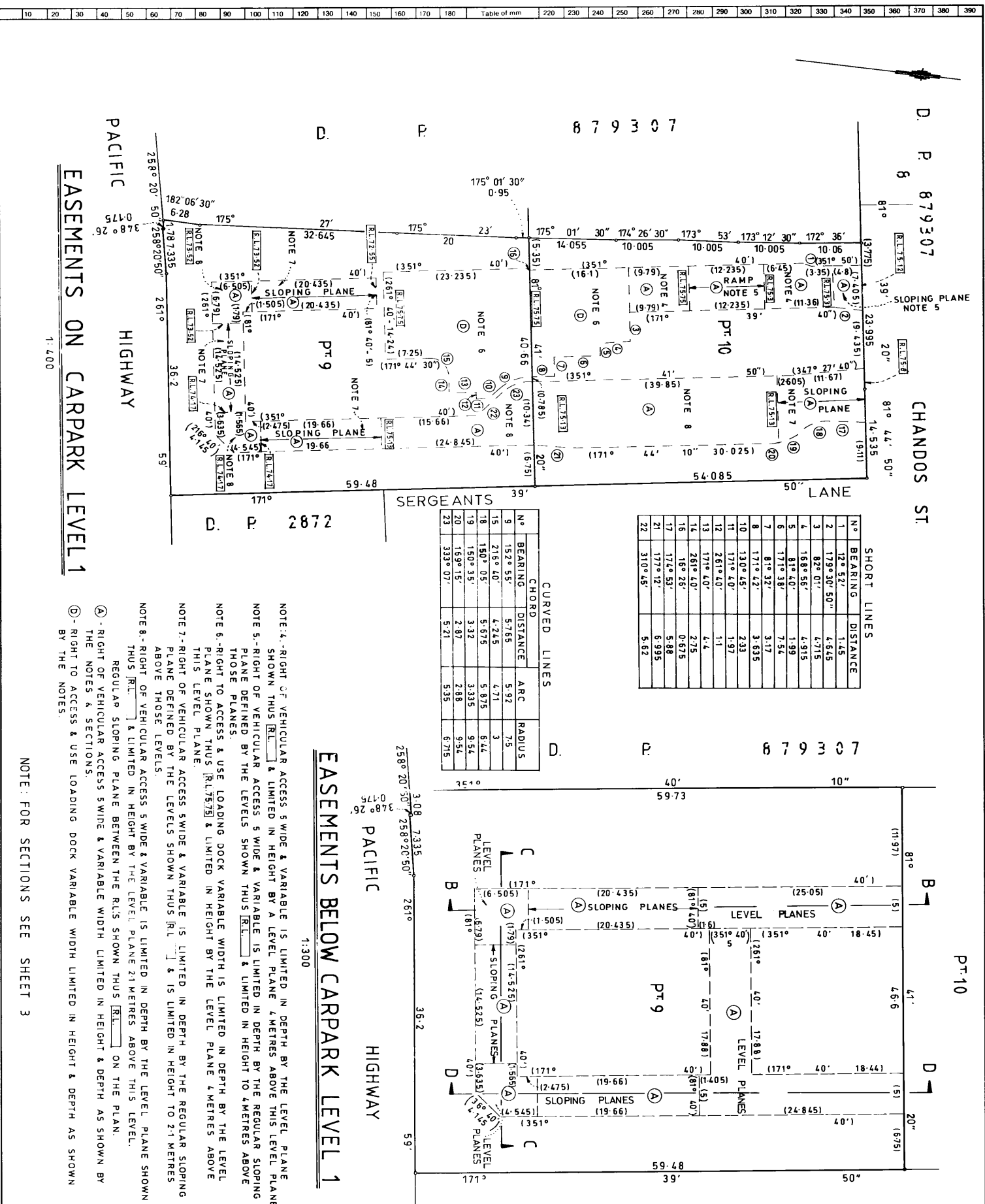
This is sheet 2 of my plan in 3 sheets drawn

Surveyor registered under Surveyors Act 1989

This is sheet 2 of my plan of 3 sheets covered by my Certificate No. 17

General Manager/Authorised Person

For further advice please refer to the relevant provisions in any plan or plan sheet.



SHORT LINES		
N°	BEARING	DISTANCE
1	12° 52'	1.45
2	179° 30' 50"	4.645
3	82° 01'	4.715
4	168° 58'	4.915
5	81° 40'	1.99
6	171° 38'	7.54
7	81° 32'	3.17
8	171° 42'	3.635
10	130° 45'	2.33
11	171° 40'	1.97
12	261° 40'	1.1
13	171° 40'	4.4
14	261° 40'	2.75
16	16° 25'	0.675
17	172° 53'	5.88
21	177° 12'	6.995
22	310° 45'	5.62

CURVED LINES			
N°	BEARING	DISTANCE	ARC RADIUS
9	152° 55'	5.765	5.92
15	216° 40'	4.245	4.71
18	150° 05'	5.675	5.875
19	150° 35'	3.32	3.335
20	169° 15'	2.87	2.88
23	333° 07'	5.21	5.35

DP1005532

Registered 14/9/1999

This is sheet 3 of my plan in 3 sheets

M. S. Hudson

Surveyor registered under Surveyors Act 1929

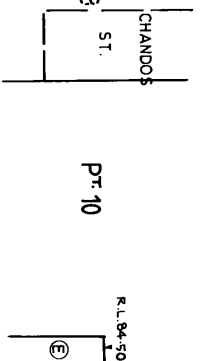
This is sheet 3 of the plan of 3 sheets shown in my certificate of title No 333 of 53 172

General Manager/Authorised Person

For use with a survey instrument in any case on Plan Form 1

SECTIONS

D.P 879307



Pt 9

PACIFIC HIGHWAY

REGULAR SLOPING PLANE	LEVEL PLANE	REGULAR SLOPING PLANE	LEVEL PLANE
RL 75.03	RL 75.46	RL 75.03	RL 75.46
RL 70.93	RL 71.56	RL 70.93	RL 71.56
RL 68.53	RL 68.96	RL 68.53	RL 68.96
RL 67.53	RL 68.46	RL 67.53	RL 68.46
RL 65.73	RL 66.96	RL 65.73	RL 66.96
RL 63.13	RL 63.76	RL 63.13	RL 63.76
RL 62.63	RL 63.26	RL 62.63	RL 63.26
RL 60.53	RL 61.16	RL 60.53	RL 61.16
RL 60.03	RL 60.66	RL 60.03	RL 60.66
RL 57.93	RL 58.56	RL 57.93	RL 58.56
RL 57.43	RL 58.06	RL 57.43	RL 58.06
RL 55.33	RL 55.96	RL 55.33	RL 55.96

SECTION A-A

R.R. 1: 800

D.P 879307

LEVEL PLANE RL 88.95

SECTION C-C

R.R. 1: 300

D.P 879307

LEVEL PLANE RL 76.16

D.P 879307

LEVEL PLANE RL 75.5

D.P 879307

LEVEL PLANE RL 77.0

SECTION E-F

H. 1: 500
V. 1: 200

SECTION G-G

H. 1: 500
V. 1: 200

SECTION E-E

H. 1: 500
V. 1: 200

Pt 9

Pt 9

Pt 10

CONTINUATION POINT ON CANAL

REGULAR SLOPING PLANE	LEVEL PLANE
RL 75.02	RL 74.65
RL 73.52	RL 72.55
RL 70.93	RL 71.06
RL 68.53	RL 68.96
RL 67.53	RL 68.46
RL 65.73	RL 66.96
RL 63.13	RL 63.76
RL 62.63	RL 63.26
RL 60.53	RL 61.16
RL 60.03	RL 60.66
RL 57.93	RL 58.56
RL 57.43	RL 58.06
RL 55.33	RL 55.96

SECTION B-B

R.R. 1: 300

SECTION D-D

R.R. 1: 300

REGULAR SLOPING PLANE	LEVEL PLANE
RL 75.02	RL 74.65
RL 73.52	RL 72.55
RL 70.93	RL 71.06
RL 68.53	RL 68.96
RL 67.53	RL 68.46
RL 65.73	RL 66.96
RL 63.13	RL 63.76
RL 62.63	RL 63.26
RL 60.53	RL 61.16
RL 60.03	RL 60.66
RL 57.93	RL 58.56
RL 57.43	RL 58.06
RL 55.33	RL 55.96

Form: 11R
Licence: 01-10-039
Licensee: Gadens Lawyers

REQUEST
New South Wales
Real Property Act 1900



al

RELODGED

(A) STAMP DUTY

24 DEC 2001

TIME: 10:40

(B) LAND

PRIVACY NOTE: this information is legally required
If applicable. Office of State Revenue use only

8183582V

(C) REGISTERED
DEALING

Torrens Title
3/879307 *NOW BEING FOLIO IDENTIFIER 21/1034099 (18/Jan)*

(D) LODGED BY

Number	Torrens Title

(E) APPLICANT

Delivery Box	Name, Address or DX and Telephone	CODE
	<i>BOVIS LEND LEASE ANDREW TOMPSON RMO BUILDING RESERVE RD ST LEONARDS 2065</i>	

Reference (optional): 2008738/RF

(F) NATURE OF
REQUEST

COUNCIL OF THE CITY OF WILLOUGHBY

(G) TEXT OF
REQUEST

Request to register positive covenant

The Applicant, a prescribed authority within the meaning of s.88E(1) of the Conveyancing Act, 1919 imposes the following positive covenant on the land referred to above and applies to have the covenant recorded in the register.

TERMS OF POSITIVE COVENANT are as set out in Annexure A.

REGISTERED PROPRIETOR: WINTEN DEVELOPMENTS PTY LIMITED
(ACN 003 513 219)

MORTGAGEE OF LAND whose consent to registration of the positive covenant is evidenced by execution of the Request.

WESTPAC BANKING CORPORATION
MOLAKI PTY LIMITED

CBA CORPORATE SERVICES (NSW) PTY LIMITED
BOVIS LEND LEASE PTY LIMITED.

DATE

____ / ____ / ____
dd mm yy

H 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 application in my presence.

Certified correct for the purpose of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Name of witness:

Address of witness:

03/879307

**THIS IS THE ANNEXURE MARKED A REFERRED TO IN REQUEST
DATED
APPLICANT: COUNCIL OF THE CITY OF WILLOUGHBY
LAND: 3/879307**

1. The registered proprietor or registered proprietors from time to time of the land (**Proprietor**) must at all times in respect of the on-site stormwater drainage detention system constructed on the land depicted in the drawings listed in the Schedule of Plans at the foot of this instrument (**System**):
 - (a) construct, clean, maintain and repair all pits, tanks, pipelines, orifice plates, trench barriers, walls, earth banks and other structure; and
 - (b) remove debris as necessary to ensure the efficient operation from time to time and at all times of the System

PROVIDED HOWEVER that the Council of the City of Willoughby (**Council**) has the continuing right to enter upon the land with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

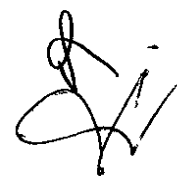
- (c) to view the state of repair of the System;
- (d) to ascertain whether or not there has been any breach of the terms of this covenant; and
- (e) to execute any work required to remedy a breach of the terms of this covenant if the Proprietor has not within 14 days of the date of receipt by the Proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the Proprietor forthwith on demand

Schedule of Plans

**Hydraulic Services Forum West – 201-205 Pacific Hwy, St Leonards
Building 1**

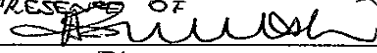
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October 2000	2-H-02	F
October 2000	2-H-03	E

October 2000	2-H-06	F
October 2000	2-H-07	H
October 2000	2-H-15	I
October 2000	2-H-16	G
October 2000	2-H-18	B
October 2000	2-H-20	C
October 2000	1-H-02	G
October 2000	1-H-03	G
October 2000	1-H-09	M
October 2000	1-H-10	P
October 2000	1-H-11	P
October 2000	1-H-17	F
October 2000	1-H-24	J
October 2000	1-H-25	C
October 2000	1-H-42	D
October 2000	1-H-43	D
October 2000	1-H-48	B



EXECUTION BY CONSENTING PARTIES

SIGNED FOR & ON BEHALF
THE COMMON SEAL of WESTPAC
BANKING CORPORATION was
affixed in the presence of ITS ATTORNEY
MICHAEL FOSTER GRAY IN THE
PRESENCE OF


Secretary/Director- WITNESS

HELEN SMITH

Print name 8/55 Elizabeth St
Sydney, Manager



Director ASST TO MANAGER - LEGAL

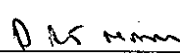
MICHAEL FOSTER GRAY

Print name
Under Power of Attorney
Registered No BK 4299 110332

EXECUTED BY

THE COMMON SEAL of MOLAKI ACN 082 431 436
PTY LIMITED was affixed in the IN
presence of: ACCORDANCE WITH SECTION
(127 OF THE CORPORATIONS) ACT 2001

Secretary/Director-


Print name

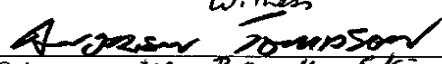
Director

IAN DAVID COLEMAN
Print name

Signed for and on behalf

THE COMMON SEAL of CBA
CORPORATE SERVICES (NSW)
PTY LIMITED was affixed in the
presence of: by its attorney under
power of attorney Book 4252 No 638 in
the presence of:

Secretary/Director-

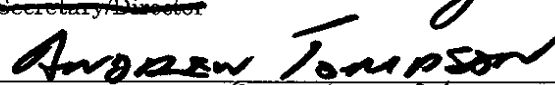

Print name 47 Bank St
North Sydney

Signed for and on
behalf

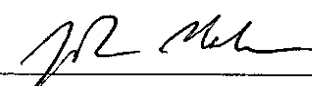
THE COMMON SEAL of BOVIS
LEND LEASE PTY LIMITED was by its attorney

affixed in the presence of: under power of attorney Book 4326 No. 599
in the presence of:

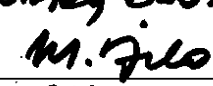
WITNESS Secretary/Director


Print name 47 Bank St
North Sydney

Director Attorney


Print name John Malone

Director attorney


Print name Michael Filo

The Common Seal of Wintzen Developments
Pty Limited has hereunto affixed in
the presence of

~~SIGNED SEALED AND~~

~~DELIVERED on behalf of WINTZEN~~

~~DEVELOPMENTS PTY LIMITED~~ by

~~its attorney under power of attorney~~

~~registered book 4167 no 844 in the~~
~~presence of:~~

Signature of attorney *Discard*

Signature of witness *See below*

Name of attorney - please print

Name of witness - please print

Address of witness - please print

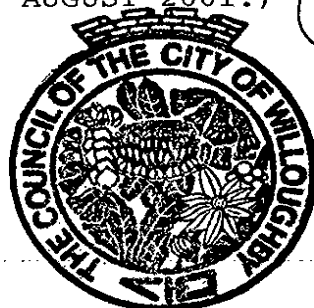
THE COMMON SEAL OF THE COUNCIL OF)
THE CITY OF WILLOUGHBY WAS HERETO)
AFFIXED ON THE THIRTIETH DAY OF)
NOVEMBER 2001 PURSUANT TO A)
RESOLUTION OF COUNCIL PASSED ON)
THE THIRTEENTH DAY OF AUGUST 2001.)

[Signature]
.....

MAYOR

[Signature]
.....

GENERAL MANAGER



Form: 01TG
Licence: 01-10-018
Licensee: Gadens Lawyers

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



8592990X

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

SERVIENT TENEMENT (land burdened)

5/879307

DOMINANT TENEMENT (land benefited)

21, 22, 23 and 25/1034099

(B) **LODGED BY**

Delivery Box

46X

Name, Address or ID type

46X GALLOWAY & CO

OX 340 SYDNEY

PHONE 9233 1011 FAX 9232 6491

Telephone

CODE

TG

Reference (optional): 2008738/RZF

CRELODGED

23 MAY 2002

(D)

TIME:

2.55

(E) **DESCRIPTION OF
EASEMENT**

Registered proprietor of the servient tenement

STATE RAIL AUTHORITY OF NEW SOUTH WALES

The transferor acknowledges receipt of the consideration of \$1.00
and transfers and grants

An easement for services over that part of the easement for services (M) created by DP269140 as is
contained within Folio Identifier 5/879307 the terms of which are reproduced in full on the annexure to
this Transfer marked A

out of the servient tenement and appurtenant to the dominant tenement.

(F): Encumbrances (if applicable): 1. 2. 3.

(G) **TRANSFeree**

Registered proprietor of dominant tenement

WINTEN DEVELOPMENTS PTY LIMITED ACN 003 513 615

DATE

10 / 05 / 02
dd mm yy

(H) I certify that the transferor, with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness: **FOR EXECUTION BY TRANSFEROR SEE ANNEXURE B**

Name of witness:

Address of witness:

I certify that the transferee, with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the
Real Property Act 1900 by the transferor.

Signature of transferor:

Certified correct for the purposes of the
Real Property Act 1900 by the transferee.

Signature of transferee:

Roslyn Forrest, Solicitor for Transferee

5/879307 prod. TG-13502

LPI18 1298569.2 RZF RZF 415

All handwriting must be in block capitals.

THIS IS THE ANNEXURE MARKED A REFERRED TO IN TRANSFER GRANTING
EASEMENT FROM STATE RAIL AUTHORITY OF NEW SOUTH WALES (TRANSFEROR)
TO WINTEN DEVELOPMENTS PTY LIMITED (TRANSFeree) DATED 10 MAY 2002

NOTE:

FOR THE PURPOSE OF IDENTIFYING THE LOTS REFERRED TO BELOW DP269140 WAS AN
EASEMENT PLAN REGISTERED IN RESPECT OF DP879307 AND THE LOTS REFERRED TO
IN PART 1 ARE LOTS IN DP879307

EXTRACT FROM PART 1 OF S.88B INSTRUMENT REGISTERED WITH DP269140

Schedule of Lots etc. Affected	
Lots burdened	Lots benefited
1, 2, 4, 5, 6	5, 6, 4, 2, 1
25 Identity of easement to be created and numbered twenty-five on the plan	Easement for Services Variable Width (M)

EXTRACT FROM PART 2 OF S.88B INSTRUMENT REGISTERED WITH DP269140

~~21~~ Terms of Easement for Services Variable Width (M) ~~numbered twenty-five on the
plan~~

~~21.1~~ 1. Reserving to the proprietor of the Lot Burdened the right to use the Lot Burdened for any
purpose not inconsistent with this easement, full and free right for each person who is at any time
entitled to an estate or interest in possession in the Lots Benefited and any part of the Lots
Benefited with which the right is capable of enjoyment (including without limitation any person
authorised by them) ("Authorised User") the free and uninterrupted passage of all services of
whatever kind as are or may be reasonably necessary from time to time for the use and enjoyment of
the Lot Benefited and all buildings and structures erected on the Lot Benefited (including, but
without limiting the generality of the foregoing, electricity, gas, telephone, communications, water,
sewerage, drainage, air-conditioning, exhaust air, mechanical, fire safety, grease removal and
mechanical ventilation) within and through all wires, cables, pipes, conducts, ducts, drains and other
structures and appurtenances of whatever nature as are or may be reasonably necessary from time
to time for such purpose, including but not limited to those existing within the Lot Burdened or any
part thereof as at the date of creation of this easement ("Services")

~~21.2~~ 2. The proprietor from time to time of the Lot Benefited and any person authorised by that
proprietor has the right to enter onto the Lot Burdened and also to remain there for the reasonable
time necessary (with tools, plant, equipment, machinery, scaffolding or other materials) for the
purposes of installing, inspecting, cleaning, repairing, maintaining, augmenting, renewing, replacing
or removing and making good that part of the Services which are located on the Lot Burdened
("Works").

~~21.3~~ 3 Except in an emergency when the following conditions will not apply:

- the proprietor of the Lot Burdened acting reasonably may prescribe the days and times of
the day or night that the proprietor of the Lot Benefited may exercise its rights under 21.1
and 21.2 of this easement;
- the proprietor of the Lot Benefited must not enter upon the Lot Burdened without first
giving the proprietor of the Lot Burdened at least 14 days' prior written notice of the
intention to enter and carry out Works permitted by this easement and, also in that notice,
giving the proprietor of the Lot Benefited a general indication of the nature and extent of
the works intended to be undertaken.

**THIS IS THE ANNEXURE MARKED A REFERRED TO IN TRANSFER GRANTING
EASEMENT FROM STATE RAIL AUTHORITY OF NEW SOUTH WALES (TRANSFEROR)
TO WINTEN DEVELOPMENTS PTY LIMITED (TRANSFeree) DATED**

~~213~~ 4 The proprietor of the Lot Benefited and any other person exercising or purporting to exercise the rights created by this easement acknowledges and agrees that the grant of this easement and the exercise any rights under it over the Lot Burdened is on the condition that the proprietor of the Lot Benefited:

- (a) promptly repairs, at the expense of the proprietor of the Lot Benefited, any damage to the Lot Burdened caused by the proprietor of the Lot Benefited and that proprietor's Authorised Users;
- (b) enters upon the Lot Burdened at his or her own risk and releases the proprietor of the Lot Burdened and that proprietor's employees, servants, agents, contractors and subcontractors from all claims, demands, costs, losses, damage and other responsibilities of whatever nature (including death or personal injury) and howsoever caused except to the extent caused by the negligence of the proprietor of the Lot Burdened or that proprietor's employees, servants, agents, contractors or subcontractors;
- (c) must take all reasonable precautions to ensure that there is as little disturbance as possible to the Lot Burdened and the use of the Lot Burdened and, if there is any disturbance to the Lot Burdened, then as soon as reasonably possible must restore it as nearly as practicable to its original condition (the adequacy of that restoration being determined by the proprietor of the Lot Burdened acting reasonably); and
- (d) must identify himself or herself upon demand when upon the Lot Burdened in connection with this easement.

~~214~~ 5 The proprietor of the Lot Benefited indemnifies and holds harmless and agrees to keep indemnified and held harmless the proprietor of the Lot Burdened and that proprietor's employees, servants, agents, contractors and subcontractors from and against all claims, demands, costs, losses, damage and other responsibilities of whatever nature arising from:

- (a) any Works;
- (b) the exercise or purported exercise of any rights granted by this easement;
- (c) any act, neglect, default or omission by the proprietor of the Lot Benefited and that proprietor's Authorised Users,

except to the extent caused by negligence of the proprietor of the Lot Burdened or that proprietor's employees, servants, agents, contractors or subcontractors.



THIS IS THE ANNEXURE MARKED B REFERRED TO IN TRANSFER GRANTING EASEMENT FROM STATE RAIL AUTHORITY OF NEW SOUTH WALES (TRANSFEROR) TO WINTEN DEVELOPMENTS PTY LIMITED (TRANSFeree) DATED

THE COMMON SEAL of STATE RAIL
AUTHORITY OF NEW SOUTH WALES
was hereunto affixed in the presence of:



Signature of authorised officer (witness)

CORPORATE COUNSEL

Office held

HELEN VICKERS

Name of authorised officer (witness) (block letters)



Signature of authorised officer

Margot Christine Maasakkers

Office held

Corporate Secretary

Name of authorised person (block letters)

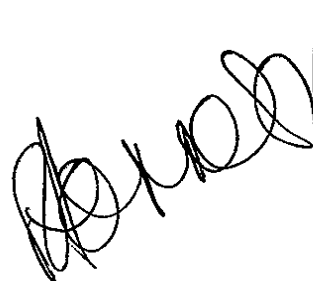
~~SIGNED SEALED AND DELIVERED~~ on
behalf of ~~CHALLENGER PROPERTY~~
~~NOMINEES PTY LIMITED~~ in the
presence of:

Director

Print name

Secretary/Director

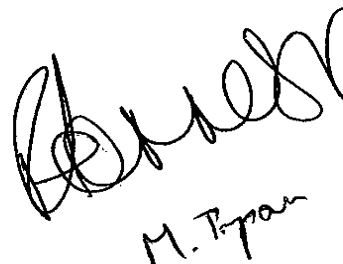
Print name



STATUTORY DECLARATION

I, Roslyn Forrest of Gadens Lawyers, 77 Castlereagh Street, Sydney New South Wales, Solicitor do solemnly and sincerely declare as follows.

1. I am the attorney (under Power of attorney registered No. 844 Book 4167) for Winten Developments Pty Limited (**Winten**), the original developer of the Forum Development at St Leonards Station.
2. As, such Winten originally entered into an 88 year lease (registered 6680914) with the State Rail Authority of New South Wales (**SRA**) over (inter alia) the land comprised in Folio Identifier 5/879307, being the public area Plaza that feeds to the railway station (the **Lease**).
3. The Lease was registered after registration of DP269140 which created most of the easements and covenants connected with the operation of the Plaza and the surrounding buildings, some of which were yet to be constructed by Winten. The Lease is therefore subject to those easements and covenants. The Lease was subsequently transferred to Challenger Property Nominees Pty Limited, the purchaser of one of the adjoining buildings in the development.
4. The Lease contemplated [in clause 7.1(b)] requires the lessee to use the premises in accordance with any easements affecting or benefitting the title to the Land described in the lease.
5. Winten has now completed its development on the western side of the Plaza and as part of its arrangements with SRA, is having the benefit of easement for services (M) created by DP 269140 extended to benefit the land in Folio Identifiers 21, 22, 23 and 25/1034099 (the **Forum West Land**).

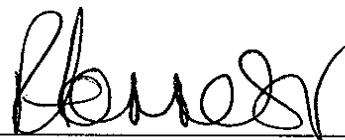


M. T. Ryan

6. Easement for services (M) protects already existing services that run under the Plaza into which the Forum West Land will now connect. The extension of the grant of the easement for services does not in any way interfere with or affect the use of the premises referred to in the Lease.

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

SUBSCRIBED AND DECLARED at
SYDNEY this 13TH day of
MAY 2002
before me:



M. Tripodi
Justice of the peace/~~solicitor~~

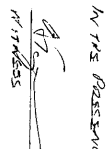
15/77 CASTLEBROUGH ST. SYDNEY
Print address

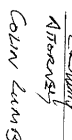
M Tripodi
Justice of the Peace
Registration No. 8904185

[illegible]

SIGNATURES & SEALS ONLY

Signed Sealed and Delivered for and
on behalf of Silkyear Pty
Limited by its Attorney Under
Power of Attorney Book No.
in the presence of:


Witness
Andrew Thompson
47 Bank St
Norton Sydney


Attorney
Colin Lewis

DP1037162

Registered:  27.5.2002

This is sheet 2 of my plan in 2 sheets
and

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets
covered by subdivision certificate No. of

Authorised Person/General Manager/Accredited Classifier

Scale where space is insufficient in any panel on Plan
Form 3.

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP1037162

Plan of easements over ~~Lots 3 and 7 DP879307~~ and Lot 21 863329 and ~~subdivision for leasing purposes~~ of Herbert Street covered by Council's Certificate No

Lots 21, 22, 23, 25
 DP1034099

Full name and address of the owner of the land: Winten Developments Pty Limited ACN 003 811 309 of Level 10, 61 Lavender Street, Milsons Point

Northern Sydney Area Health Service ABN 80 541 382 886
 c/o Royal North Shore Hospital, St Leonards

Willoughby City Council

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify 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 ESU	Easement for support (A)	Lot 21 DP863329	* Lot 1 and Lot 3 DP879307
2	Positive covenant (A)(B)	Lot 3 DP879307	Willoughby Council
3	Easement to use lift (B)(C)	Lot 21 DP863329	* Lot 1 and Lot 3 DP879307
4	Easement to use lift (B)(D)	Lot 21 DP863329	Willoughby Council
5	Positive Covenant to maintain lift (B)(E)	Lot 3 DP879307	Lot 1 and Lot 21 DP863329
6 PR	Right of Footway (E)(F)	Lot 21 DP863329	* Lot 1 and Lot 3 DP879307
7	Right of Footway (E)(G)	Lot 21 DP863329	Willoughby Council

* new Lot 100 DP 1036355
 now Lots 21, 22, 23 & 25
 DP 1034099

DP1037162

Part 2 (Terms)

Terms of easement, profits à prendre, restriction, or positive covenant numbered in the plan:

Interpretation

In this instrument, unless a contrary intention appears:

Authorised Users means every person authorised by the Benefited Owner for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees). Where the Benefited Owner is a public or local authority, the term includes members of the public.

Benefited Lot includes each and every part of the Burdened Lot with which the right is capable of enjoyment.

Burdened Lot includes each and every part of the Burdened Lot designated on the Plan.

Benefited Owner means the owner for the time being of a Benefited Lot, its respective successors, transferees and assigns and includes an Owners Corporation if the Benefited Lot is converted to strata title.

Burdened Owner means the owner for the time being of a Burdened Lot, its respective successors, transferees and assigns and includes an Owners Corporation if the Burdened Lot is converted to strata title.

Burdened Structure means the walls, floors, ceilings, columns, lift and all other structures erected within that part of the Burdened Lot designated (A) on the Plan which structures may become common property on registration of any strata plan subdividing the Burdened Lot.

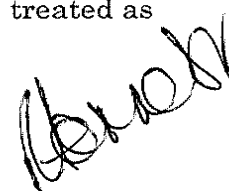
Council means Willoughby City Council

Easement Area means the easement area in respect of the easements depicted on the Plan being portion of the Burdened Lot.

Owners means the Benefited Owner and the Burdened Owner.

Owners Corporation means an owner's corporation under the Strata Schemes Management Act 1996 created on any strata subdivision of any Burdened or Benefited Lot.

If any legislation referred to in this instrument is repealed or amended in any manner so as to affect the obligations of the Owners (or Owners Corporation) under that legislation, then for the purposes of this instrument, the legislation must be treated as not having been repealed or amended.



DP1037162

1. Terms of Easement for support numbered one in the Plan:

Full, free and unimpeded right for the Benefited Owner to have the pedestrian bridge located in Herbert Street adjacent to and above the Burdened Lot or any part of it (**Benefited Structure**) supported, upheld and maintained vertically by the soil of, and each structure on that part of, the Burdened Lot designated (A) on the Plan. This easement is granted on the condition that the Burdened Owner covenants with the Benefited Owner that it will maintain the Burdened Structure so that those structures are capable of providing the support required under this easement.

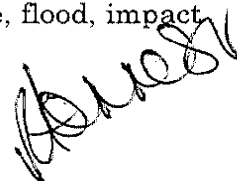
Name of person whose consent is required to release, vary or modify easement ~~covenant~~ numbered one on the plan

The Council

2. Terms of Positive covenant under section 88E of the Conveyancing Act, 1919 numbered two in the Plan:

2.1 The Burdened Owner covenants with the Council under section 88E of the Conveyancing Act 1919 to perform severally the following obligations in respect of the Burdened Lot:

- (a) the Burdened Owner must maintain, repair and keep the Burdened Structure in good and substantial repair and condition and must renew or replace the Burdened Structure if the Council is of the opinion (acting reasonably) that renewal or replacement is necessary to provide adequate support to the Benefited Structure;
- (b) the Burdened Owner must permit the Council (with any implements, machinery or tools necessary) to enter on and within the Burdened Lot and to remain there for any reasonable time for the purposes of inspecting the Burdened Structure and, if the Burdened Owner has not performed its obligations under **clause 2.1(a)**, repairing, maintaining, renewing or replacing the Burdened Structure at the Burdened Owner's expense to the standard as required by **clause 2.1(a)** and any costs of the repair, maintenance, renewal or replacement are payable on demand by the Burdened Owner to the Council;
- (c) the Burdened Owner must dedicate the Easement Area to the Council for the purposes of the Easement Area becoming part of the Herbert Street road reserve if any of the following occur:
 - (i) the Burdened Lot is redeveloped (other than in the course of complying with **clause 2.1(a)** or repairing or renewing Burdened Structures damaged or destroyed by fire, earthquake, flood, impact or other cause);



DP1037162

- (ii) the Burdened Structures are demolished and not restored under **clause 2.1(a)** or as required by section 94(1) of the Strata Schemes Management Act 1996;
 - (iii) use of the Easement Area is altered to an extent that in the reasonable opinion of the Council, the Burdened Owner may be unable to fully comply with the requirements of this positive covenant;
 - (iv) the Burdened Owner applies to the Council for consent to subdivide all of its interest in that part of the Burdened Lot comprising common property from the remainder of the common property in any strata scheme registered in respect of the Burdened Lot; or
 - (v) any Owners Corporation that becomes proprietor of the Burdened Lot is wound up under section 51 or section 51A of the Strata Schemes (Freehold Development) Act 1973,
- (d) insure and keep insured the Burdened Structure against damage, for public liability and any other insurance required by statute.
- (e) the Burdened Owner indemnifies the Council (and its contractors, agents and employees) against all actions, claims, demands, losses, damages, costs and expenses incurred by the Council arising from the failure by the Burdened Owner to observe or perform an obligation imposed on it by or under this covenant. This indemnity does not extend to actions, claims, demands, losses, damages, costs or expenses caused (or to the extent caused) by the wilful acts or negligence of the Authority or its contractors, agents or employees.
- 2.2 This positive covenant applies only to that part of the Burdened Lot designated (A) on the Plan.
- 3. Terms of right to use lift numbered three in the Plan:**
- 3.1 Any person who is at any time entitled to an estate or interest in possession of the Benefited Lot and any Authorised Users has the full, free and unimpeded right to use the lift installed on that part of the Burdened Lot marked Right to Use Lift ~~(B)~~ ^(C) for the purpose only of access to and from the Burdened Lot to and from the pedestrian bridge over Herbert Street above and adjacent to the Burdened Lot at all times subject to the conditions set out in **clause 3.2**.
- 3.2 The Burdened Owner may:
- (a) impose reasonable security measures and requirements to be observed by the proprietor of the lot burdened and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Benefited Lot, the Benefited Owner and the Authorised Users; and
 - (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including without limitation reasons of security, safety and maintenance.

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- 3.3 Before exercising rights under **clause 3.2**, the Burdened Owner must, except in an emergency, give reasonable notice to the Benefited Owner of its intention to suspend access to and use of the Burdened Lot and act reasonably in suspending access to and use of the Burdened Lot.
- 3.4 If any person exercises or purports to exercise the rights granted in this easement, then by doing so the person enters on the Burdened Lot at that person's own risk.

4. Terms of right to use lift numbered four in the Plan:

- 4.1 Full, free and unimpeded right for the Council and persona authorised by the Council (including without limitation members of the public) to use the lift installed on that part of the Burdened Lot marked Right to Use Lift ~~(B)~~^{*} for the purpose only of access to and from the Burdened Lot to and from the pedestrian bridge over Herbert Street above and adjacent to the Burdened Lot at all times subject to the conditions set out in **clause 4.2**. (D)
- 4.2 The Burdened Owner may temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

Name of person empowered to release, vary or modify easement numbered four on the plan

The Council

5. Terms of positive covenant under s.88BA numbered five in the Plan:

- 5.1 Each person who is at any time entitled to an estate or interest in possession in the Burdened Lot must as a condition of exercising the rights numbered 3 in Part 1 of this instrument:
- (a) take all reasonable and timely steps to ensure the proper maintenance and repair of all improvements from time to time in or on the site marked ~~(B)~~^{*}(E) right to use lift ~~(B)~~^{*} on the plan and promptly repair any damage to the improvements (**Works**);
- (b) be solely responsible for the cost of the Works; and
- (c) comply with all legal requirements in relation to the Work.

Name of person whose consent is required to release, vary or modify positive covenant numbered four on the plan

The Council

[Handwritten signature]

DP1037162

6. Terms of right of footway numbered six in the Plan:

6.1 Any person who is at any time entitled to an estate or interest in possession of the Benefited Lot and any Authorised Users has the full, free and unimpeded right to use the right of footway on that part of the Burdened Lot marked Right of Footway ~~(E)~~ at all times subject to the conditions set out in **clause 6.2**. A

~~(F)~~
6.2 The Burdened Owner may:

- (a) impose reasonable security measures and requirements to be observed by the proprietor of the lot burdened and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Benefited Lot, the Benefited Owner and the Authorised Users; and
- (b) temporarily suspend the use of the lift, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

6.3 Before exercising rights under **clause 6.2**, the Burdened Owner must, except in an emergency, give reasonable notice to the Benefited Owner of its intention to suspend access to and use of the Burdened Lot and act reasonably in suspending access to and use of the Burdened Lot.

6.4 If any person exercises or purports to exercise the rights granted in this easement, then by doing so the person enters on the Burdened Lot at that person's own risk.

7. Terms of right of footway numbered seven in the Plan:

7.1 Full, free and unimpeded right for the Council and persona authorised by the Council (including without limitation members of the public) to use that part of the Burdened Lot marked Right to Footway ~~(E)~~ for the purpose only of access to and from the Burdened Lot to and from the pedestrian bridge over Herbert Street above and adjacent to the Burdened Lot at all times subject to the conditions set out in **clause 7.2**. * (G) A

7.2 The Burdened Owner may temporarily suspend the use of the easement, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.

Name of person whose consent is required to release, vary or modify easement covenant numbered seven on the plan

The Council



THE COMMON SEAL OF THE COUNCIL OF
THE CITY OF WILLOUGHBY WAS HERETO
AFFIXED ON THE 30TH DAY OF
SEPTEMBER 1991 PURSUANT TO A
RESOLUTION PASSED ON THE 13TH
DAY OF AUGUST 1991
AND IN THE PRESENCE OF:

GENERAL MANAGER

MAYOR

DP1037162

~~THE COMMON SEAL of WINTEN
DEVELOPMENTS PTY LIMITED
was affixed in the presence of:~~

~~R. O'Hara
Secretary/Director WITNESS~~

~~Belinda O'Hara
Please print 77 CASTLE REACH
ST, SYDNEY.~~

~~THE COMMON SEAL of CBA
CORPORATE SERVICES (NSW)
PTY LIMITED was affixed in the
presence of:~~

~~_____
Secretary/Director~~


~~_____
Please print~~

~~THE COMMON SEAL of WESTPAC
BANKING CORPORATION was affixed
in the presence of:~~

~~_____
Secretary/Director~~

~~_____
Print name~~

WINTEN DEVELOPMENTS Pty. Ltd.
by its Attorney ROSLYN FORREST
pursuant to Power of Attorney register Book 4167
No. 844 and I have no notice of the revocation of
the said Power of Attorney.


Director ATTORNEY

ROSLYN FORREST
Please print

Director

Please print

Director

Print name

DP1037162

THE COMMON SEAL of BOVIS LEND
LEASE PTY LIMITED was affixed in the
presence of:

Secretary/Director

Director

Print name

Print name

SIGNED SEALED AND DELIVERED on
behalf of MOLAKI PTY LIMITED in the
presence of:

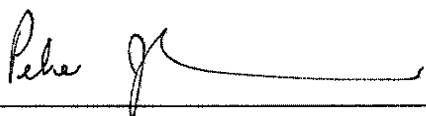
Secretary/Director

Director

Print name

Print name

EXECUTED BY NORTHERN SYDNEY
AREA HEALTH SERVICE



DIRECTOR

DIRECTOR



DIRECTOR

DIRECTOR

PETER J. LEMON
NAME

DR STEPHEN CHRISTLEY
NAME

DP1037162

SIGNED SEALED & DELIVERED

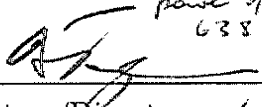
for and on behalf of

~~THE COMMON SEAL~~ of CBA
CORPORATE SERVICES (NSW)

PTY LIMITED was affixed in the

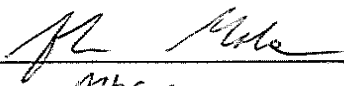
presence of: by its attorney under

power of attorney No
638 Book 4252


~~Secretary/Director~~ Witness

Please print

47 Bank St
North Sydney


~~Director~~ Attorney

Please print

John Malone
Chief Manager

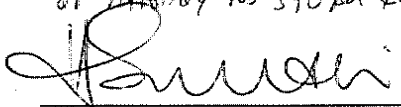
SIGNED SEALED & DELIVERED for and on behalf

~~THE COMMON SEAL~~ of WESTPAC

BANKING CORPORATION was affixed

in the presence of: by its attorneys under power

of Attorney No 390 Book 4047


~~Secretary/Director~~ Senior Manager

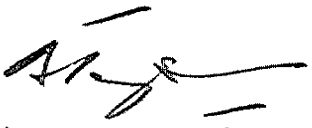

~~Director~~ Manager Legal.

HELEN SMITH.

Print name

GRAHAME PEATE

Print name

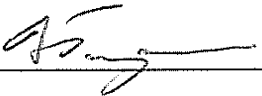
 9/5/02.
Angus Thompson
WITNESS.
47 Bank St
North Sydney

DP1037162

SIGNED SEALED & DELIVERED FOR AND ON BEHALF OF

~~THE COMMON SEAL~~ of BOVIS LEND

LEASE PTY LIMITED was affixed in the presence of: *BY ITS ATTORNEY UNDER POWER OF ATTORNEY BOOK 4347 No. 372*



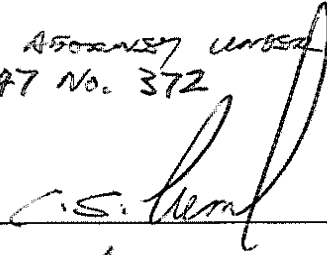
Secretary/Director

WITNESS

ANDREW THOMPSON

47 BOWEN ST NORTH SYDNEY

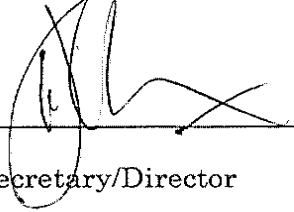
Print name



Director ATTORNEY

Print name

EXECUTED BY
~~SIGNED SEALED AND DELIVERED~~ on
behalf of MOLAKI PTY LIMITED in the ACN 082 431 436
presence of: IN ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT 2001



Secretary/Director

Print name

IAN COLEMAN

COLIN LAMB

Director

Print name

DAVID ROTHWELL

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 20
Real Property Act 1900



AM995086F

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

(A) TORRENS TITLE

For the common property
CP/SP67702

(B) LODGED BY

Document
Collection
Box

1024D

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

McCormacks Solicitors
Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S
Sydney NSW 2000

Reference: Strata Plan no. 67702

CODE

CH

(C) The Owners-Strata Plan No. 67702 certify that pursuant to a resolution passed on 23/10/2017 and

(D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015
the by-laws are changed as follows—

(E) Repealed by-law No. _____

Added by-law No. Special By-Laws 12 & 13 (p.27)

Amended by-law No. Special By-Law 10 (p.24)

as fully set out below:

See attached annexure A

on C082

RF JG

RF AL CB

ANCI

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

(G) The seal of The Owners-Strata Plan No. 67702 was affixed on 18/12/2017 in the presence of
the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

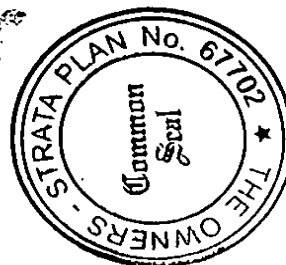
Name: Michael McCormack

Authority: Strata Manager

Signature:

Name:

Authority:



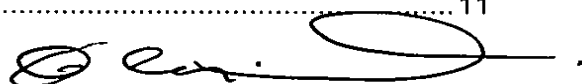
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Annexure A

Consolidated By-Laws for Strata Plan No. 67702

Contents

1. Noise	4
2. Vehicles	4
3. Obstruction of common property	4
4. Damage to lawns and plants on common property	4
5. Damage to common property	4
6. Behaviour of owners and occupiers	5
7. Children playing on common property in building	5
8. Behaviour of invitees	5
9. Depositing rubbish and other material on common property (amended 26 September 2011)	5
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1. Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

5.2 An approval given by the owners corporation under **by-law 5.1** cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in **by-law 5.3** that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property (amended 26 September 2011)

- (i) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, water, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property; and
- (ii) An owner or occupier of a lot must not allow water from washing of balconies or watering of plants to flow over the sides of the balcony of their lot; and
- (iii) An owner or occupier of a lot is not permitted to use a hose for the purpose of washing the balcony of their lot or watering of plants.

10. Drying of laundry items

An owner or occupier of a lot must not, except with the prior consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and then only for a reasonable period.

11. Cleaning windows and doors

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

12. Storage of inflammable liquids and other substances and materials

- 12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- 12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through common property

- 13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 13.2 All furniture and other large objects must be transported by way of the goods lift in the building.

14. Floor coverings

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

- (1) An owner or occupier of a lot:
- (a) dispose of general waste by using the garbage chute in the Building which can be accessed on each floor through the garbage room located on the common property.
 - (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
 - (c) must ensure that before refuse is placed in a receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
 - (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (e) must comply with the directions from time to time of the building manager as to the manner of disposal of garbage.

16. Keeping of animals

Subject to section 49(4), an owner or occupier of a lot must not keep any animal on the lot or the common property.

17. Appearance of lot

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

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

18. Notice-board

The owners corporation must cause a notice-board to be affixed to some part of the common property.

19. Change in use of lot to be notified

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

20. Curtains

Any curtain or blind in a window or door which faces public or common areas must have a backing coloured pale grey, white or beige or other colour that may be approved by the owners corporation.

21. Strata management statement

21.1 In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the building, which will govern, among other things the use of the Shared Facilities, the basement loading dock area, security procedures for the building and building management.

21.2 If there is a conflict between these by-laws and the Strata Management Statement, the terms of the Strata Management Statement will prevail.

22. Plaza deed

The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to execute documents to provide for regulation of certain matters affecting the Special Areas referred to in the Plaza Deed.

23. Telecommunication Lot

23.1 Lot 291 in the strata plan is a space on the roof to be retained by Winten Developments Pty Limited or its assigns to be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment. Equipment that may be installed is any equipment allowed by any competent authority, installed in accordance with the approval and requirement of any authority. All costs associated with the installation, maintenance and operation of any equipment will be the sole responsibility of the owner of Lot 291 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the equipment, the additional cost will be the responsibility of the proprietor of Lot 291.

23.2 Provided the proprietor of Lot 291 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of any telecommunication equipment and subject to the provisions of the Strata Management Statement, the by-laws from time to time for the Strata Scheme and these by-laws, neither the owners corporation (nor any proprietor or occupier) can make any objection to the use of Lot 291 as contemplated by this by-law.

24. Easements

24.1 Under the requirements of the Strata Management Statement or the Plaza Deed it may be necessary from time to time to create easements or other rights in respect of shared facilities either within the Development or within the areas and buildings covered by the Plaza Deed or with the State Rail Authority of New South Wales.

24.2 The owners corporation and all proprietors must act in accordance with the documents listed in **by-law 24.1** and promptly sign any document reasonably required under the terms of those documents; or if any easement or right is not expressly contemplated by the documents, they must act reasonably with a view to the good management and operation of the Development and the areas and buildings covered by the Plaza Deed.

25. Air conditioning in the building (levels 15-24 ONLY)

25.1 The owner of each lot has:

- (a) a special privilege to connect to and use the common property condenser water and distribution system; and
- (b) exclusive use and enjoyment of the common property air conditioning water cooling plant exclusively servicing their lot. Air conditioning water cooling plant includes pipes, wires, cables, ducts, cooling towers, pumps and fans.

25.2 Each owner must:

- (a) maintain and repair the air conditioning plant which exclusively services his or her lot;
- (b) reimburse the owners corporation for maintenance, repair of or replacement of any air conditioning plant which exclusively services his or her lot carried out by the owners corporation;
- (c) give the owners corporation access to his or her lot to maintain, repair or replace air conditioning plant;
- (d) pay the owners corporation for the cost of provision of condenser water on a unit entitlement basis.

25.3 The owners corporation must:

- (a) operate, maintain, repair and replace air conditioning plant located on common property (including plant which is for the exclusive use of a lot); and
- (b) give owners and occupiers regular accounts for their costs under this by-law.

25.4 The owners corporation may enter into maintenance agreements with third party specialists for the maintenance and repair of air conditioning plant.

25.5 The owners corporation may discontinue the supply of condenser water to an owner's lot if the owner has not paid the owners corporation's costs under this by-law. The owners corporation does not have to reinstate the condenser water supply until the owner or occupier pays the costs.

26. Hot water systems

26.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.

26.2 Each owner or occupier must:

- (a) pay the owners corporation according to regular accounts issued by the owners corporation that are based on metered readings or pay these accounts direct to AGL Gas Company Limited (AGL); and
- (b) give the owners corporation access to his or her lot to read any hot water meters located in the lot.

26.3 The owners corporation must:

- (a) operate, maintain, repair and replace the hot water system; and
- (b) give owners and occupiers regular accounts for their costs under this by-law.

26.4 The owners corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

26.5 The owners corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the owners corporation's costs under this by-law. The owners corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

27. Gas stoves

An owner or occupier must pay the owners corporation for the cost of provision of gas by AGL to any gas stove in his or her lot on a unit entitlement basis.

28. Structural support in the building

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Development without first submitting copies of all relevant plans and approvals to the owners corporation and obtaining the written permission of the owners corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the owners corporation must be carried out in accordance with the conditions imposed by the consent authority and the owners corporation.

29. Use of car parking spaces

- 29.1 An owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking motor vehicles.
- 29.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.
- 29.3 The owners corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by **by-law 29.2**.
- 29.4 The owners corporation has the right to disconnect any power source used by an owner or occupier in contravention of **by-law 29.2**.

30. Use of carwash bays

- 30.1 Owners or occupiers may use the carwash bays situated in the common property of the carpark of the Building:
- (a) by prior arrangement with the owners corporation; and
 - (b) during the hours nominated by the owners corporation.
- 30.2 When using any carwash bay, an owner or occupier must:
- (a) not unreasonably obstruct the use of the carwash bay by other owners and occupiers;
 - (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
 - (c) turn off all taps used; and
 - (d) leave the carwash bay clean and tidy.
- 30.3 In addition to its powers under the Act, the owners corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If the owners corporation takes this step, owners and occupiers must comply with the directions of that appointed person.

31. Swimming pool and gymnasium areas (amended 3 August 2006)

The swimming pool and gymnasium areas are available for use by the occupiers of strata lots on conditions for use to be prescribed by the owners corporation.

32. Agreement with the building manager

- 32.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.

32.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation with an option for renewal of up to 5 years. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.

32.3 The agreement may specify the Building Managers duties, which may include:

- (a) caretaking, supervising and servicing the common property;
- (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
- (d) supervising any Owners Corporation employees or contractors;
- (e) supervising the Building generally; and
- (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building.

32.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.

32.5 Owners and occupiers must not:

- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
- (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

33. Access to lots

Owners and occupiers must give reasonable access to their lots to the Building Manager, representatives of the Owners Corporation or their employees or contractors when access is required for the repair, servicing or maintenance of Development services that are contained within or accessible via their lots.

DICTIONARY

A reference to a **section** in these by-laws is a reference to a section in the Act.

Act means the Strata Schemes Management Act 1996 as amended.

Building means the residential unit building known as Forum West at Herbert Street, St Leonards comprised in Folio Identifier 21/1034099.

Development means the development contained within and on the land comprised in Folio Identifiers 21, 22, 23 and 25/1034099 which includes the Building.

Plaza Deed means the document dated 31 January 2000 between the State Rail Authority of New South Wales and the owners of buildings comprising the Forum, St Leonards, as may be amended or replaced from time to time, a copy of which has been deposited with the owners corporation.

Special By-Law 1 (passed 19 December 2002)

1. DEFINITIONS

- (i) The following terms are defined to mean:

"Air Conditioning Unit" means an air conditioning system for the purpose of cooling and heating, including (but not limited to) all ancillary structures, piping and ducting.

"Owners" means each of the owners for the time being in strata scheme 67702.

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

2. RIGHTS

Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain an Air Conditioning Unit to their lot.

3. CONDITIONS

Maintenance

- (i) The Owners must properly maintain and keep the common property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
- (ii) The Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.

Performance of Works

- (iii) When installing an Air Conditioning Unit, the Owners must:
- (a) obtain the written approval of the owners corporation before they install the Air Conditioning Unit to their lot;
 - (b) only install an Air Conditioning Unit that is of a style, design & specification as approved by the owners corporation;
 - (c) only install an Air Conditioning Unit on the balcony of the lot;
 - (d) protect all areas of the building outside their lots from damage when installing an Air Conditioning Unit;
 - (e) keep all areas of the building outside their lots clean and tidy when installing an Air Conditioning Unit;

- (f) only install an Air Conditioning Unit at the times approved by the owners corporation;
- (g) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- (h) remove all debris resulting from installing an Air Conditioning Unit immediately from the building;
- (i) comply with the requirements of the owners corporation to comply with any other by-laws concerning the installation of an Air Conditioning Unit.

Liability

- (iv) The Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of an Air Conditioning Unit to the common property and will make good that damage immediately after it has occurred.

Indemnity

- (v) The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of installing an Air Conditioning Unit on the common property including liability under Section 65(6) in respect of any property of the Owners.

Cost of Air Conditioning Unit

- (vi) The installation, maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the Owners.

Right to Remedy Default

- (vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the defaulting Owner.

Special By-law 2 – Floor Coverings (passed 14 August 2007)

DEFINITIONS AND INTERPRETATIONS

1. In this by law, unless the context otherwise requires or permits:
 - (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the lot.
 - (b) **Owner** means the owner of the lot from time to time.
 - (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 67702.

- (d) **Special Privilege Area** means those parts of the common property floor for a lot required to install the works for that lot.
- (e) **Works** means an Owner's works for the benefit of their lot to install parquetry, timber or tiled flooring and the like and associated works in that lot.

2. In this by law, unless the context otherwise requires, a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by law will have the same meaning as those defined in the Strata Schemes Management Act 1996;
- (d) anything the Owner is required or permitted to do under this by law is to be at the Owner's cost; and
- (e) references to legislation includes references to amending and replacing legislation;

GRANT OF RIGHTS

- 3. Subject to the Owner's compliance with clauses 5, 6 and 7 of this by law an Owner is granted the right to install the Works in the Special Privilege Area.
- 4. In relation to parquetry, timber or tiled flooring and the like already installed at the time of the making of this by law, this by law applies as if the Works were installed by the Owner benefited by those Works in accordance with clauses 5, 6 and 7 of this by law.

CONDITIONS

- 5. Before commencement of the Works each Owner must:
 - (a) provide the Owners Corporation with detailed specifications of the Works;
 - (b) provide the Owners Corporation with an installation diagram showing measurements where the Works are to be located;
 - (c) provide the Owners Corporation with a report from a qualified acoustic engineer that shows that the noise transmission due to the installation of the Works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
 - (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation; and
 - (f) obtain approval for the Works from the Owners Corporation.
- 6. Whilst the Works are in progress each Owner must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;

- (b) ensure that the Works are conducted in a proper and workmanlike manner;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by law and if this happens the Owners must rectify that interference or damage within a reasonable period of time;
 - (i) indemnify the Owners Corporation against any costs or losses associated with the installation of the Works, excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996;
 - (j) provide the Owners Corporation's representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
 - (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.
7. After the Works have been completed each Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by law have been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
 - (d) provide the Owners Corporation with certification from a suitable qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms and conditions of this by law;
 - (e) provide the Owners Corporation with certification from a suitable qualified acoustic engineer showing that the noise transmission due to the installation of the Works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
 - (f) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by law or any consents provided under this by law; and

- (g) the Owners Corporation's right to access the lot arising under this by law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

8. Each Owner:

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep the Special Privilege Area;
- (c) remains liable for any damage to lot or common property arising out of the Works;
- (d) must make good any damage to lot or common property arising out of the Works;
- (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works, excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the Owner.

Special By-Law No. 3 – Appointment of representatives to the Forum West Building Management Committee (passed 3 August 2006)

- A. The representative of the Owners Corporation to the Forum West Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Forum West Building Management Committee ceases to be a member of the strata scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee in accordance to this by-law as soon as practicable.
- C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Forum West Building Management Committee on its behalf and as contemplated in clauses A & B.

Special By-Law No. 4 - Integrity of Fire Safety Systems (passed 18 December 2006, amended 2 October 2012)

A. DEFINITION/S

- (i) In this by law, the following terms are defined to mean:

"Fire Safety Device" means any structure or device contained in a lot or the common property that functions to:

- monitor the incidence of smoke, heat or fire in the parcel,
- signals warnings of danger or other hazards as a result of smoke, heat or fire in the parcel,

- provide lighting, directional signals and audible or visual signals in the case of smoke, heat or fire in the parcel,
- control access in, out and through the parcel in the case of smoke, heat or fire or other dangers or hazards in the parcel including, but not limited to, doors, access ways, stairways, lifts and other common areas,
- notifying (by audible, telephonic, electronic or other means) any fire protection agencies of the risk or occurrence of heat, smoke or fire or other like dangers or hazards in the parcel,
- retarding the spread of smoke, heat or fire through parcel,
- extinguishing a fire in the parcel,
- comply with statutory controls for fire safety, and/or
- otherwise improve fire safety in the parcel.

B. PROHIBITION/S ON OWNERS & OCCUPIERS

An owner or occupier of a lot shall not:

- (i) interfere with the operation of, or otherwise remove, damage or deface, any Fire Safety Device; and/or
- (ii) act or fail to act in any manner so as to activate any Fire Safety Device except in the case of the happening of emergencies and/or other events likely to cause a risk, hazard or danger to the buildings comprised in the parcel or any person on the parcel.
- (iii) Shall not open the front door of the lot to clear smoke from burnt food or other causes.

C. OBLIGATIONS OF OWNERS & OCCUPIERS

An owner or occupier must:

- (i) immediately notify the owners corporation of any defect, damage, failure or malfunction of any Fire Safety Device in the parcel,
- (ii) immediately notify a fire protection agency and/or the Fire Brigade of any risk or occurrence of fire or other like danger or hazards in the parcel;
- (iii) notify the owners corporation in writing before they change the locks to their entry doors; and
- (iv) after receiving written notice from the owners corporation, grant access to their lot to a fire safety consultant appointed by the owners corporation from time to time for the purpose of inspecting, testing, repairing or replacing any Fire Safety Devices.

D. NOTICE TO OWNERS & OCCUPIERS

The owners corporation must give written notice to owners and occupiers of lots pursuant to clause C(iv):

at least 7 days before access is required to their lot for the purpose of inspecting, testing, repairing or replacing any Fire Safety Devices.

E. OWNERS CORPORATION'S RIGHT TO REMEDY

If an owner or occupier of a lot breaches this by-law, then the owners corporation may:

- (i) (at its sole discretion) carry out all work necessary to comply with the obligation imposed on that owner or occupier, including gaining access to the owner or occupier's lot after notice has been given pursuant to clause D,
- (ii) (at its sole discretion) carry out all work necessary to remedy the breach by that owner or occupier,
- (iii) (at its sole discretion) carry out all work necessary to repair a Fire Safety Device and/or make it function properly and/or in compliance with applicable statutory controls, and/or
- (iv) recover the costs that the owners corporation incurs as a result of the breach and/or of exercising its rights under clauses E(i), E(ii) and E(iii) of this by-law from that owner or occupier as a debt due, and in the case of breaches by occupiers from the owner.

F. DEEMING PROVISIONS

The owners corporation and owners and occupiers of lots agree that for the purposes of this by-law:

- (i) an owner or occupier of a lot who acts or fails to act in accordance with clauses B and C of this by-law will be deemed to be in breach of this by-law;
- (ii) where the owner of a lot is not the occupier of that lot, such an owner will be liable to the owners corporation under clause E(iv) of this by-law in default of the occupier paying the debt constituted by such costs, and
- (iii) they consent to the owners corporation entering the lot they own or occupy at the times notified to them by the owners corporation for the purposes of inspecting Fire Safety Devices and/or securing compliance with this by-law as if they had agreed under section 65 of the Strata Schemes Management Act 1996.

Special By-law No. 5 - Electronic Delivery of Notices (passed 10 October 2013)

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law No. 6 - Fire Safety Equipment (passed 18 September 2014)

"Fire Safety Equipment" means the fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and common property in accordance with legislative requirements or in the interest of safety at Forum West.

"Call Out" means the activation of smoke or fire alarms forming Fire safety equipment resulting in the attendance of an authorized contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Forum West.

- 6.1 The owner's corporation must take reasonable steps to prevent fires and other hazards at Forum West.
- 6.2 The owner's corporation and you must, in respect of the Building and you Lot, as appropriate:
 - (a) Consult with ant relevant Government Agency as to the appropriate fire alarm and Fire safety equipment for the Building and the Lots; and
 - (b) Ensure the provision of all adequate Fire safety equipment in the Building and the Lots to the satisfaction of all relevant Government Agencies; and
 - (c) Maintain smoke alarms in you Lot (either battery powers or hard wired with battery backup) to the necessary standard to comply with Australian Standard A3786 (as amended or replaced); and
 - (d) Take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.
- 6.3 To enable the owners corporation to fulfil its obligation to Government Agencies in respect of fire safety, you authorize the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.
- 6.4 You must not:
 - (a) Use or interfere with any Fire safety equipment anywhere in the Building or the common property except in the case of an emergency; or
 - (b) Obstruct any fire stairs or fire escape; or
 - (c) Place any items in the fire stairs or fire escapes
 - (d) Do anything to render any smoke alarm ineffective; or
 - (e) Leave open the fire rated front door of a Lot for any reason
- 6.5 Where Fire safety equipment or human error has triggered an alarm in relation to you Lot and
 - A Call-out has occurred;
 - It is a false alarm;

- The Fire safety equipment has not malfunctioned

You must indemnify the Owners Corporation for any charges (including fines) associated with the Call-out.

6.6 You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the owner's corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from

(a) Your failure to comply with Government Agency requirements and this by-law; and

(b) The exercise of the owner's corporation's rights and duties under this by-law

And must pay the costs on demand.

6.7 The owner's corporation may recover the amount payable from the relevant owner as a contribution recoverable under section 80(1) of the Act.

Special By law No. 7 – Alterations (passed 18 September 2014)

DEFINITIONS

Consent means the individual *Owners'* consent to this by-law in the form attached to the minutes of the meeting at which this by-law was passed.

Alterations means

(a) removal or modification of non-structural walls within a lot;

(b) refurbishment of kitchens, bathrooms and laundries within a lot

Including all ancillary equipment and structures and including necessary changes to common property.

Owners means each of the owners for the time being of lots in strata plan no. 67702.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, *Owners* will have a special privilege:

(a) to carry out their respective *Alterations* at their own respective cost; and

(b) to keep their respective *Alterations* in their respective lots

and exclusive use of the common property immediately affected by their respective *Alterations*.

CONDITIONS

A. Before carrying out their *Alterations*, respective *Owners* must;

(i) submit in writing to the executive committee the following information:

- (in so far as the *Alterations* include new tiling and/or other flooring special by-law 2 must be referred to an conditions adhered to; and
- architectural representations detailing the scope of the *Alterations*; and
- evidence that the *Owner* has effected and - for the duration of the period in which the *Alterations* are carried out - will maintain contractors all works insurance, workers compensation insurance and public liability insurance in an amount of no less than \$10,000,000 in the joint names of the respective *Owner* and the owners corporation; and

(ii) obtain the approval of the executive committee for the *Alterations* (which approval must not be unreasonably withheld).

B. When carrying out *Alterations*, *Owners* must ensure that the *Alterations* are carried out by licensed and suitably qualified tradesperson and must comply at all times with all other by-laws which may apply to the activities contemplated by this by-law.

C. Within a reasonable time of the date of installation of authorized *Alterations* in accordance with the Conditions of this by-law, respective *Owners* must at their own cost:

- (i) insofar as the *Alterations* comprise new tiling or other flooring provide written verification to the owners corporation from a qualified acoustic consultant that the new tiling and/or other flooring has been installed in accordance with and the manufacturer's instructions in compliance with special by-law 2; and
- (ii) supply adequate evidence (in the executive committee's reasonable opinion) that the *Alterations* have not compromised the structural integrity of the building.

D. *Owners* must properly maintain and keep their respective *Alterations* in a state of good and serviceable repair (at their own respective cost) and repair and/or replace their *Alterations* or any part of them at their own cost as the owners corporation may reasonably require from time to time.

E. *Owners* must accept liability for any damage caused to the common property or their lot or any other lot as a result of their respective *Alterations* and are responsible to make good that damage immediately after it has occurred.

F. *Owners* must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of their respective *Alterations* and will pay those costs to the owners corporation on demand.

- G. The special privilege conferred by this by-law will not be activated unless the Owner of the lot to which it is to be applied has executed the Consent and no Alterations are to be carried out without such Consent being executed.

GENERAL

In as far as it may be necessary, the owners corporation specially resolves

- (a) pursuant to section 62(3) of the Act that:
 - (i) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by Alterations; and
 - (ii) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- (b) pursuant to section 65A of the Act that:
 - (i) Owners may add to or alter the common property necessarily affected by their authorised Alterations for the purpose of improving or enhancing the common property; and
 - (ii) respective Owners will be responsible for the ongoing maintenance of such common property.

REMEDY

If any of the Owners fail to comply with any obligation of this by-law, the owners corporation may enter onto or into any part of the parcel to carry out the necessary work to perform the relevant Owner's obligations and recover the costs of doing so from the relevant Owner as a debt due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Strata Plan No. 67702

Consent to special privilege and exclusive use by-law

To: The Secretary
The Owners – Strata Plan No. 67702

And: The Registrar General
Dept of Lands (Land & Property Information)
Queens Square
SYDNEY NSW 2000

I/We,/.....being the registered owner/s of Lot ... in Strata Plan No. 67702, hereby consent to being bound by the terms of the special by-law conferring rights of special privilege and exclusive use concerning "Alterations" in strata plan no. 67702, such by-law having been passed by special resolution the owners corporation on the 18 September 2014.

DATED thisday of20

...../.....
Signature/s of lot owners

Special by-law No. 8 - No smoking policy (passed 18 September 2014)

BACKGROUND

The executive committee of SP67702 is mindful of the recent Consumer Trader & Tenancy Tribunal ruling where smoking in residential strata schemes was characterised as a form of nuisance under the Strata Schemes Management Act 1996.

In the interests of discharging its duties to manage the common property for the benefit of *Owners* and to avoid any doubt arising from the decision, the owners corporation proposes a by-law to provide clear parameters to *Owners* and *Occupiers* about smoking in strata scheme 67702.

DEFINITIONS

No Smoking Policy means this by-law which prohibits the lighting and/or smoking of any cigar, cigarette and/or pipe by any person in the following areas of the parcel:

- In or on all common property (including without limitation: lifts, driveways, foyers, stairwells, roof tops, balconies, terrace areas, loading dock, access ways, swimming pool and gymnasium areas;

Occupiers means occupier of lots in the strata plan

Owners means each of the owners for the time being of lots in the strata plan.

INTERPRETATION

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act.

Singular Includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

APPLICATION OF BY-LAW

1. *Owners* must always observe the *No Smoking Policy* and must ensure their *Occupiers*, invitees, contractors and visitors always observe the *No Smoking Policy*.
2. *Owners* will be liable for any damage to the common property, personal property, their lot or any other lot caused by their breach of this by-law.
3. *Owners* must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
 - (a) the exercise of its rights under this by-law; and
 - (b) enforcement of this by-law.

4. This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
 - (a) The power to promulgate the *No Smoking Policy*;
 - (b) The power to erect or attach "No Smoking" signs in or on the common property;
 - (c) The power to engage in whatever legal action may be necessary or desirable to enforce its rights under the No Smoking Policy including but not limited to the right to prosecute the Owners and/ or Occupiers for breach of this by-law; and
 - (d) The authority to recover the costs of carrying out the activities referred to in sub-clause 4(c) from the respective *Owner* as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

Special By-law No. 9 – Bollards (passed 28 September 2015)

An Owner of a lot containing a car space shall be entitled to install in that car space a bollard to prevent the lot from being used by any other person on the following conditions:

- 9.1 Approval of the Owners Corporation is to be obtained prior to installation of the type and style of bollard;
- 9.2 The bollard shall be installed in a proper and workman like manner and in accordance with any directions given by the Owners Corporation;
- 9.3 The owners of the lot shall be responsible for maintaining the bollard and keeping it in a state of good and serviceable repair;
- 9.4 The Owners Corporation may determine the type and style of bollard to be installed in any car space lot, noting the standard specification is the Seton Pivoted Car Park Bollard (Part No. A11262) as detailed in the specification attached;
- 9.5 The bollards shall be installed in the centre, 500mm back from the front of the car space using the lane marking paint as a point of origin;
- 9.6 If the lot owner no longer requires a bollard the same may be removed but the lot owner must repair the common property as nearly as possible to its original condition;
- 9.7 The lot owner indemnifies the Owners Corporation in respect of any claims arising from the installation of a bollard pursuant to this by-law.

Special By-law No. 10 - Short Term Letting (passed 28 September 2015, amended 23 October 2017)

- 10.1 Forum West is "residential accommodation" as defined in *Willoughby Local Environmental Plan 2012*. For the purposes of this by-law, "Residential Accommodation" does not include serviced apartments and some other forms of accommodation.
- 10.2 For the purposes of this by-law, "Short Term Letting" means any arrangement to let your Lot for a period of less than three (3) calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub licence, understanding or contract of any kind.

- 10.3 If you are an owner you must not permit your Lot to be used for
- (a) Short Term Letting; and/or
 - (b) any purpose other than Residential Accommodation.
- 10.4 If you are an owner you must ensure your tenants and/or sub-tenants do not enter into any arrangements to use your Lot for
- (a) Short Term Letting; and/ or
 - (b) any purpose other than Residential Accommodation.
- 10.5 If you are an owner who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of your Lot, you must:
- (a) ensure the arrangement is for a minimum period of 3 months;
 - (b) inform the executive committee by its Building Manager of your agreement at the commencement of the agreement;
 - (c) provide the Building Manager with a copy of your lease, noting the names of your tenants;
 - (d) where the tenants are not the occupiers, provide the Building Manager with a copy of all current sub-leases, licences, sub-licences, agreements or contracts noting the names of the sub-tenants;
 - (e) ensure your arrangement legally binds your tenants and sub-tenants to provide the information required pursuant to this clause 28.5; and
 - (f) ensure the information required under this by-law is kept current and updated as necessary.
- 10.6 If you are the occupier and not the owner of the Lot you must ensure that you do not use nor permit others to use the Lot for
- (a) Short Term letting; and/or
 - (b) Any purpose other than Residential Accommodation.
- 10.7 Owners severally will be liable for any damage to the common property or loss or damage to personal property suffered as a result of their breach of this by-law.
- 10.8 As an owner you must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
- (a) Short Term Lettings conducted from your Lot in breach of this by-law;
 - (b) your tenants' occupancy of your Lot in breach of this by-law;
 - (c) occupancy of your Lot by your tenants' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
 - (d) the exercise of its rights under this by-law; and

- (e) enforcement of this by-law.

10.9 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- (a) the power to prohibit you and others from engaging in Short Term Lettings;
- (b) the power to report Short Term lettings to the Willoughby City Council and engage in whatever legal action may be necessary or desirable to stop the Short-Term Lettings;
- (c) the power to demand the required information contemplated in this by-law about tenants, sub- tenants, and licensees;
- (d) repealed 23 October 2017;
- (d) the authority to recover the cost of carrying out the activities referred to in sub-clauses (b) and (c) and (d) of this clause from the respective owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

Special By-Law No 11 - Facilities Area (passed 4 October 2016)

1. **"Facilities Area"** is defined as the swimming pool and its immediate surrounds including but not limited to the spa and gymnasium at SP67702 Forum West.
2. Using the Pool Area
 - (a) The Facilities Area is for the use of occupiers of strata lots and their bona fide guests.
 - (b) Guests are not permitted to use the Facilities Area without the knowledge and permission in of the occupier of the strata lot.
 - (c) Children 12 years old and under must be accompanied by an adult at all times in the pool area.
 - (d) Persons including babies and small infants entering the pool must be dressed in appropriate swimming attire at all times.
 - (e) You must not:
 - (i) Bring or leave glass bottles, drinking glasses or sharp objects into the Facilities Area;
 - (ii) Engage in any activity that might be dangerous or is likely to interfere with the pleasure of others;
 - (iii) Engage in any activity likely to cause offence or embarrassment to others;
 - (iv) Bring food or drink into the Facilities Area unless you have the Owners Corporation's consent;

- (v) Hold parties or other functions in the Facilities Area without the Owners Corporation's consent;
- (vi) Use the Facilities Area to conduct swimming lessons or classes;
- (vii) Use the Facilities Area for any commercial activity whatsoever;
- (viii) Interfere with, operate, manipulate or adjust the settings of equipment in the Facilities Area other than as designed for intended usage; and
- (ix) Leave or allow your guests to leave the Facilities Area while wet (dripping water)

3. You must shower and be clean prior to entering the Facilities Area.

Special By-Law No 12 – Minor Renovations by Owners – Delegation of Functions (passed 23 October 2017)

Within the meaning of section 110 (6)(b) of the Strata Schemes Management Act 2015 the Owners Corporation is permitted to delegate its functions under Section 110 of that Act to the strata committee.

Special By-Law No 13 – Occupancy Limits (Regulation overcrowding) (passed 23 October 2017)

1. In this by-law, the following words and phrases have the following meaning:
 - (a) "Act" means the *Strata Schemes Management Act 2015* (NSW), the Regulations thereunder and any Act or regulations replacing the same.
 - (b) "Owner" has the same meaning as in the Act.
 - (c) "Occupier" has the same meaning as in the Act.
 - (d) "Serviced Apartment" means a residential lot within the strata scheme:
 - (i) which is used to provide accommodation for a period of less than three months to persons who have their principal place of residence elsewhere under either a lease, sub-lease, licence or sub-licence; and
 - (ii) is not subject to a residential tenancy agreement within the meaning of the *Residential Tenancies Act 1987 NSW* (or any Act replacing the same), and
 - (iii) is cleaned or serviced by the Owner or by the Owner's agents.
2. The strata scheme is a residential strata scheme, and, accordingly, an Owner or Occupier must not use a lot, or permit the lot to be used, as a Serviced Apartment.
3. An Owner or Occupier who leases or sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation notice of the lease or assignment thereof in accordance with section 258 of the Act and must give a copy of that notice to the Owners Corporation.

4. An Owner or Occupier must not permit the number of persons who sleep overnight in the lot to exceed twice the number of bedrooms in the lot.
5. For the purpose of clause 4:
 - (a) one child under the age of three (3) years is not counted as a person; and
 - (b) two children under the age of three (3) are counted as one person; and
 - (c) a bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
6. An Owner or Occupier must now, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
7. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
8. If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
9. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with the fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
10. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - (a) the *Environmental Planning & Assessment Act 1979* and Regulations thereunder any Act or Regulations replacing the same;
 - (b) any conditions of any consent given by **Willoughby Council** in connection with the development approval for the development of the site now constituted by the strata scheme;
 - (c) the Act; and
 - (d) generally at law.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 67702..... was affixed on 18 December 2017..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Michael McCormack..... Authority: Strata Manager.....

Signature: Name: Authority:



Lodger Details

Lodger Code 502836S
Name MICHAEL LAURENCE MCCORMACK MCCORMACKS SOLICITORS
Address L 5, SE 501, 151 CASTLEREAGH ST
SYDNEY 2000
Lodger Box 1024D
Email MICHAEL@MCCORMACKS.COM.AU
Reference SP67702

Land Registry Document Identification

AR529413

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP67702	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP67702
Other legal entity

Meeting Date

19/08/2021

Repealed by-law No.

Details Nil

Amended by-law No.

Details Nil

Added by-law No.

Details Special By-Law 15

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP67702
Signer Name MICHAEL MCCORMACK
Signer Organisation MICHAEL LAURENCE MCCORMACK
Signer Role PRACTITIONER CERTIFIER
Execution Date 18/10/2021

Annexure A

Consolidated By-Laws for Strata Plan No. 67702



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1. Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- 5.2 An approval given by the owners corporation under **by-law 5.1** cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in **by-law 5.3** that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property (amended 26 September 2011)

- (i) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, water, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of a lot or of any person lawfully using the common property; and
- (ii) An owner or occupier of a lot must not allow water from washing of balconies or watering of plants to flow over the sides of the balcony of their lot; and
- (iii) An owner or occupier of a lot is not permitted to use a hose for the purpose of washing the balcony of their lot or watering of plants.

10. Drying of laundry items

An owner or occupier of a lot must not, except with the prior consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and then only for a reasonable period.

11. Cleaning windows and doors

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

12. Storage of inflammable liquids and other substances and materials

- 12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- 12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through common property

- 13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 13.2 All furniture and other large objects must be transported by way of the goods lift in the building.

14. Floor coverings

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

- (1) An owner or occupier of a lot:
- (a) dispose of general waste by using the garbage chute in the Building which can be accessed on each floor through the garbage room located on the common property.
 - (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
 - (c) must ensure that before refuse is placed in a receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
 - (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (e) must comply with the directions from time to time of the building manager as to the manner of disposal of garbage.

16. Keeping of animals

Subject to section 49(4), an owner or occupier of a lot must not keep any animal on the lot or the common property.

17. Appearance of lot

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

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

18. Notice-board

The owners corporation must cause a notice-board to be affixed to some part of the common property.

19. Change in use of lot to be notified

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

20. Curtains

Any curtain or blind in a window or door which faces public or common areas must have a backing coloured pale grey white or beige or other colour that may be approved by the owners corporation.

21. Strata management statement

- 21.1 In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the building, which will govern, among other things the use of the Shared Facilities, the basement loading dock area, security procedures for the building and building management.
- 21.2 If there is a conflict between these by-laws and the Strata Management Statement, the terms of the Strata Management Statement will prevail.

22. Plaza deed

The owners corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to execute documents to provide for regulation of certain matters affecting the Special Areas referred to in the Plaza Deed.

23. Telecommunication Lot

- 23.1 Lot 291 in the strata plan is a space on the roof to be retained by Winten Developments Pty Limited or its assigns to be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment. Equipment that may be installed is any equipment allowed by any competent authority, installed in accordance with the approval and requirement of any authority. All costs associated with the installation, maintenance and operation of any equipment will be the sole responsibility of the owner of Lot 291 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the equipment, the additional cost will be the responsibility of the proprietor of Lot 291.

- 23.2 Provided the proprietor of Lot 291 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of any telecommunication equipment and subject to the provisions of the Strata Management Statement, the by-laws from time to time for the Strata Scheme and these by-laws, neither the owners corporation (nor any proprietor or occupier) can make any objection to the use of Lot 291 as contemplated by this by-law.

24. Easements

- 24.1 Under the requirements of the Strata Management Statement or the Plaza Deed it may be necessary from time to time to create easements or other rights in respect of shared facilities either within the Development or within the areas and buildings covered by the Plaza Deed or with the State Rail Authority of New South Wales.
- 24.2 The owners corporation and all proprietors must act in accordance with the documents listed in **by-law 24.1** and promptly sign any document reasonably required under the terms of those documents; or if any easement or right is not expressly contemplated by the documents, they must act reasonably with a view to the good management and operation of the Development and the areas and buildings covered by the Plaza Deed.

25. Air conditioning in the building (levels 15-24 ONLY)

- 25.1 The owner of each lot has:

- (a) a special privilege to connect to and use the common property condenser water and distribution system; and
- (b) exclusive use and enjoyment of the common property air conditioning water cooling plant exclusively servicing their lot. Air conditioning water cooling plant includes pipes, wires, cables, ducts, cooling towers, pumps and fans.

- 25.2 Each owner must:

- (a) maintain and repair the air conditioning plant which exclusively services his or her lot;
- (b) reimburse the owners corporation for maintenance, repair of or replacement of any air conditioning plant which exclusively services his or her lot carried out by the owners corporation;
- (c) give the owners corporation access to his or her lot to maintain, repair or replace air conditioning plant;
- (d) pay the owners corporation for the cost of provision of condenser water on a unit entitlement basis.

- 25.3 The owners corporation must:

- (a) operate, maintain, repair and replace air conditioning plant located on common property (including plant which is for the exclusive use of a lot); and
- (b) give owners and occupiers regular accounts for their costs under this by-law.

- 25.4 The owners corporation may enter into maintenance agreements with third party specialists for the maintenance and repair of air conditioning plant.
- 25.5 The owners corporation may discontinue the supply of condenser water to an owner's lot if the owner has not paid the owners corporation's costs under this by-law. The owners corporation does not have to reinstate the condenser water supply until the owner or occupier pays the costs.

26. Hot water systems

- 26.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.
- 26.2 Each owner or occupier must:
- (a) pay the owners corporation according to regular accounts issued by the owners corporation that are based on metered readings or pay these accounts direct to AGL Gas Company Limited (**AGL**); and
 - (b) give the owners corporation access to his or her lot to read any hot water meters located in the lot.
- 26.3 The owners corporation must:
- (a) operate, maintain, repair and replace the hot water system; and
 - (b) give owners and occupiers regular accounts for their costs under this by-law.
- 26.4 The owners corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.
- 26.5 The owners corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the owners corporation's costs under this by-law. The owners corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

27. Gas stoves

An owner or occupier must pay the owners corporation for the cost of provision of gas by AGL to any gas stove in his or her lot on a unit entitlement basis.

28. Structural support in the building

An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Development without first submitting copies of all relevant plans and approvals to the owners corporation and obtaining the written permission of the owners corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the owners corporation must be carried out in accordance with the conditions imposed by the consent authority and the owners corporation.

29. Use of car parking spaces (amended 16 September 2019)

- 29.1 An owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking motor vehicles.
- 29.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.
- 29.3 The owners corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by **by-law 29.2**.
- 29.4 The owners corporation has the right to disconnect any power source used by an owner or occupier in contravention of **by-law 29.2**.
- 29.5 A carparking space within the strata scheme can only be leased to a registered resident of SP67702.

30. Use of carwash bays

- 30.1 Owners or occupiers may use the carwash bays situated in the common property of the carpark of the Building:
- (a) by prior arrangement with the owners corporation; and
 - (b) during the hours nominated by the owners corporation.
- 30.2 When using any carwash bay, an owner or occupier must:
- (a) not unreasonably obstruct the use of the carwash bay by other owners and occupiers;
 - (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
 - (c) turn off all taps used; and
 - (d) leave the carwash bay clean and tidy.
- 30.3 In addition to its powers under the Act, the owners corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If the owners corporation takes this step, owners and occupiers must comply with the directions of that appointed person.

31. Swimming pool and gymnasium areas (amended 3 August 2006)

The swimming pool and gymnasium areas are available for use by the occupiers of strata lots on conditions for use to be prescribed by the owners corporation.

32. Agreement with the building manager

- 32.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- 32.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation with an option for renewal of up to 5 years. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.
- 32.3 The agreement may specify the Building Managers duties, which may include:
- (a) caretaking, supervising and servicing the common property;
 - (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
 - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
 - (d) supervising any Owners Corporation employees or contractors;
 - (e) supervising the Building generally; and
 - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building.
- 32.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.
- 32.5 Owners and occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
 - (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

33. Access to lots

Owners and occupiers must give reasonable access to their lots to the Building Manager, representatives of the Owners Corporation or their employees or contractors when access is required for the repair, servicing or maintenance of Development services that are contained within or accessible via their lots.

DICTIONARY

A reference to a **section** in these by-laws is a reference to a section in the Act.

Act means the Strata Schemes Management Act 1996 as amended.

Building means the residential unit building known as Forum West at Herbert Street, St Leonards comprised in Folio Identifier 21/1034099.

Development means the development contained within and on the land comprised in Folio Identifiers 21, 22, 23 and 25/1034099 which includes the Building.

Plaza Deed means the document dated 31 January 2000 between the State Rail Authority of New South Wales and the owners of buildings comprising the Forum, St Leonards, as may be amended or replaced from time to time, a copy of which has been deposited with the owners corporation.

Special By-Law 1 (passed 19 December 2002)

1. DEFINITIONS

- (i) The following terms are defined to mean:

“Air Conditioning Unit” means an air conditioning system for the purpose of cooling and heating, including (but not limited to) all ancillary structures, piping and ducting.

“Owners” means each of the owners for the time being in strata scheme 67702.

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

2. RIGHTS

Subject to the conditions in paragraph 3 of this by-law, the Owners will have a special privilege to install and maintain an Air Conditioning Unit to their lot.

3. CONDITIONS

Maintenance

- (i) The Owners must properly maintain and keep the common property to which the Air Conditioning Unit is attached in a state of good and serviceable repair.
- (ii) The Owners must properly maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and must replace the Air Conditioning Unit as required from time to time.

Performance of Works

- (iii) When installing an Air Conditioning Unit, the Owners must:
- (a) obtain the written approval of the owners corporation before they install the Air Conditioning Unit to their lot;
- (b) only install an Air Conditioning Unit that is of a style, design & specification as approved by the owners corporation;
- (c) only install an Air Conditioning Unit on the balcony of the lot;

- (d) protect all areas of the building outside their lots from damage when installing an Air Conditioning Unit;
- (e) keep all areas of the building outside their lots clean and tidy when installing an Air Conditioning Unit;
- (f) only install an Air Conditioning Unit at the times approved by the owners corporation;
- (g) not create noise that causes discomfort, disturbance or interference with activities of any other occupier of the building;
- (h) remove all debris resulting from installing an Air Conditioning Unit immediately from the building;
- (i) comply with the requirements of the owners corporation to comply with any other by-laws concerning the installation of an Air Conditioning Unit.

Liability

- (iv) The Owners will be liable for any damage caused to any part of the common property as a result of the installation or attachment of an Air Conditioning Unit to the common property and will make good that damage immediately after it has occurred.

Indemnity

- (v) The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of installing an Air Conditioning Unit on the common property including liability under Section 65(6) in respect of any property of the Owners.

Cost of Air Conditioning Unit

- (vi) The installation, maintenance, repair and replacement of an Air Conditioning Unit will be at the cost of the Owners.

Right to Remedy Default

- (vii) If the Owners fail to comply with any obligation under this by-law, THEN the owners corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the defaulting Owner.

Special By-law 2 – Floor Coverings (passed 14 August 2007)

DEFINITIONS AND INTERPRETATIONS

1. In this by law, unless the context otherwise requires or permits:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the lot.
 - (b) **Owner** means the owner of the lot from time to time.
 - (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration number 67702.
 - (d) **Special Privilege Area** means those parts of the common property floor for a lot required to install the works for that lot.
 - (e) **Works** means an Owner's works for the benefit of their lot to install parquetry, timber or tiled flooring and the like and associated works in that lot.
2. In this by law, unless the context otherwise requires, a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by law will have the same meaning as those defined in the Strata Schemes Management Act 1996;
 - (d) anything the Owner is required or permitted to do under this by law is to be at the Owner's cost; and
 - (e) references to legislation includes references to amending and replacing legislation;

GRANT OF RIGHTS

- 3. Subject to the Owner's compliance with clauses 5, 6 and 7 of this by law an Owner is granted the right to install the Works in the Special Privilege Area.
- 4. In relation to parquetry, timber or tiled flooring and the like already installed at the time of the making of this by law, this by law applies as if the Works were installed by the Owner benefited by those Works in accordance with clauses 5, 6 and 7 of this by law.

CONDITIONS

- 5. Before commencement of the Works each Owner must:
 - (a) provide the Owners Corporation with detailed specifications of the Works;
 - (b) provide the Owners Corporation with an installation diagram showing measurements where the Works are to be located;
 - (c) provide the Owners Corporation with a report from a qualified acoustic engineer that shows that the noise transmission due to the installation of the Works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
 - (d) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

- (e) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation; and
 - (f) obtain approval for the Works from the Owners Corporation.
- 6. Whilst the Works are in progress each Owner must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure that the Works are conducted in a proper and workmanlike manner;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by law and if this happens the Owners must rectify that interference or damage within a reasonable period of time;
 - (i) indemnify the Owners Corporation against any costs or losses associated with the installation of the Works, excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996;
 - (j) provide the Owners Corporation's representative(s) access to inspect the lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
 - (k) not vary the Works without first obtaining the consent in writing from the Owners Corporation.
- 7. After the Works have been completed each Owner must without unreasonable delay:
 - (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by law have been rectified;
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;

- (d) provide the Owners Corporation with certification from a suitable qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms and conditions of this by law;
 - (e) provide the Owners Corporation with certification from a suitable qualified acoustic engineer showing that the noise transmission due to the installation of the Works is not likely to disturb the peaceful enjoyment of the owner or occupier of another lot;
 - (f) provide the Owners Corporation's nominated representative(s) access to inspect the lot within 48 hours of any request from the Owners Corporation to check compliance with this by law or any consents provided under this by law; and
 - (g) the Owners Corporation's right to access the lot arising under this by law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.
8. Each Owner:
- (a) must maintain and upkeep the Works;
 - (b) must maintain and upkeep the Special Privilege Area;
 - (c) remains liable for any damage to lot or common property arising out of the Works;
 - (d) must make good any damage to lot or common property arising out of the Works;
 - (e) must indemnify the Owners Corporation against any costs or losses arising out of the Works, excluding any liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of the property of the Owner.

Special By-Law No. 3 – Appointment of representatives to the Forum West Building Management Committee (passed 3 August 2006)

- A. The representative of the Owners Corporation to the Forum West Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Forum West Building Management Committee ceases to be a member of the strata scheme's Executive Committee then the representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee in accordance to this by-law as soon as practicable.
- C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Forum West Building Management Committee on its behalf and as contemplated in clauses A & B.

Special By-Law No. 4 - Integrity of Fire Safety Systems (passed 18 December 2006, amended 2 October 2012)

A. DEFINITION/S

(i) In this by law, the following terms are defined to mean:

“Fire Safety Device” means any structure or device contained in a lot or the common property that functions to:

- monitor the incidence of smoke, heat or fire in the parcel,
- signals warnings of danger or other hazards as a result of smoke, heat or fire in the parcel,
- provide lighting, directional signals and audible or visual signals in the case of smoke, heat or fire in the parcel,
- control access in, out and through the parcel in the case of smoke, heat or fire or other dangers or hazards in the parcel including, but not limited to, doors, access ways, stairways, lifts and other common areas,
- notifying (by audible, telephonic, electronic or other means) any fire protection agencies of the risk or occurrence of heat, smoke or fire or other like dangers or hazards in the parcel,
- retarding the spread of smoke, heat or fire through parcel,
- extinguishing a fire in the parcel,
- comply with statutory controls for fire safety, and/or
- otherwise improve fire safety in the parcel.

B. PROHIBITION/S ON OWNERS & OCCUPIERS

An owner or occupier of a lot shall not:

- (i) interfere with the operation of, or otherwise remove, damage or deface, any Fire Safety Device; and/or
- (ii) act or fail to act in any manner so as to activate any Fire Safety Device except in the case of the happening of emergencies and/or other events likely to cause a risk, hazard or danger to the buildings comprised in the parcel or any person on the parcel.
- (iii) Shall not open the front door of the lot to clear smoke from burnt food or other causes.

C. OBLIGATIONS OF OWNERS & OCCUPIERS

An owner or occupier must:

- (i) immediately notify the owners corporation of any defect, damage, failure or malfunction of any Fire Safety Device in the parcel,

- (ii) immediately notify a fire protection agency and/or the Fire Brigade of any risk or occurrence of fire or other like danger or hazards in the parcel;
- (iii) notify the owners corporation in writing before they change the locks to their entry doors; and
- (iv) after receiving written notice from the owners corporation, grant access to their lot to a fire safety consultant appointed by the owners corporation from time to time for the purpose of inspecting, testing, repairing or replacing any Fire Safety Devices.

D. NOTICE TO OWNERS & OCCUPIERS

The owners corporation must give written notice to owners and occupiers of lots pursuant to clause C(iv):

at least 7 days before access is required to their lot for the purpose of inspecting, testing, repairing or replacing any Fire Safety Devices.

E. OWNERS CORPORATION'S RIGHT TO REMEDY

If an owner or occupier of a lot breaches this by-law, then the owners corporation may:

- (i) (at its sole discretion) carry out all work necessary to comply with the obligation imposed on that owner or occupier, including gaining access to the owner or occupier's lot after notice has been given pursuant to clause D,
- (ii) (at its sole discretion) carry out all work necessary to remedy the breach by that owner or occupier,
- (iii) (at its sole discretion) carry out all work necessary to repair a Fire Safety Device and/or make it function properly and/or in compliance with applicable statutory controls, and/or
- (iv) recover the costs that the owners corporation incurs as a result of the breach and/or of exercising its rights under clauses E(i), E(ii) and E(iii) of this by-law from that owner or occupier as a debt due, and in the case of breaches by occupiers from the owner.

F. DEEMING PROVISIONS

The owners corporation and owners and occupiers of lots agree that for the purposes of this by-law:

- (i) an owner or occupier of a lot who acts or fails to act in accordance with clauses B and C of this by-law will be deemed to be in breach of this by-law;
- (ii) where the owner of a lot is not the occupier of that lot, such an owner will be liable to the owners corporation under clause E(iv) of this by-law in default of the occupier paying the debt constituted by such costs, and
- (iii) they consent to the owners corporation entering the lot they own or occupy at the times notified to them by the owners corporation for the purposes of inspecting

Fire Safety Devices and/or securing compliance with this by-law as if they had agreed under section 65 of the Strata Schemes Management Act 1996.

Special By-law No. 5 - Electronic Delivery of Notices (passed 10 October 2013)

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law No. 6 - Fire Safety Equipment (passed 18 September 2014)

"Fire Safety Equipment" means the fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and common property in accordance with legislative requirements or in the interest of safety at Forum West.

"Call Out" means the activation of smoke or fire alarms forming Fire safety equipment resulting in the attendance of an authorized contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Forum West.

- 6.1 The owner's corporation must take reasonable steps to prevent fires and other hazards at Forum West.
- 6.2 The owner's corporation and you must, in respect of the Building and you Lot, as appropriate:
 - (a) Consult with ant relevant Government Agency as to the appropriate fire alarm and Fire safety equipment for the Building and the Lots; and
 - (b) Ensure the provision of all adequate Fire safety equipment in the Building and the Lots to the satisfaction of all relevant Government Agencies; and
 - (c) Maintain smoke alarms in you Lot (either battery powers or hard wired with battery backup) to the necessary standard to comply with Australian Standard A3786 (as amended or replaced); and
 - (d) Take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.
- 6.3 To enable the owners corporation to fulfil its obligation to Government Agencies in respect of fire safety, you authorize the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.

6.4 You must not:

- (a) Use or interfere with any Fire safety equipment anywhere in the Building or the common property except in the case of an emergency; or
- (b) Obstruct any fire stairs or fire escape; or
- (c) Place any items in the fire stairs or fire escapes
- (d) Do anything to render any smoke alarm ineffective; or
- (e) Leave open the fire rated front door of a Lot for any reason

6.5 Where Fire safety equipment or human error has triggered an alarm in relation to you Lot and

- A Call-out has occurred;
- It is a false alarm;
- The Fire safety equipment has not malfunctioned

You must indemnify the Owners Corporation for any charges (including fines) associated with the Call-out.

6.6 You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the owner's corporation from all claims, losses, expenses and costs Incurred or damage to property or person suffered arising from

- (a) Your failure to comply with Government Agency requirements and this by-law; and
- (b) The exercise of the owner's corporation's rights and duties under this by-law

And must pay the costs on demand.

6.7 The owner's corporation may recover the amount payable from the relevant owner as a contribution recoverable under section 80(1) of the Act.

Special By law No. 7 – Alterations (passed 18 September 2014)

DEFINITIONS

Consent means the individual *Owners'* consent to this by-law in the form attached to the minutes of the meeting at which this by-law was passed.

Alterations means

- (a) removal or modification of non-structural walls within a lot;
- (b) refurbishment of kitchens, bathrooms and laundries within a lot

Including all ancillary equipment and structures and including necessary changes to common property.

Owners means each of the owners for the time being of lots in strata plan no. 67702.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act unless the context expresses or indicates otherwise.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, *Owners* will have a special privilege:

- (a) to carry out their respective *Alterations* at their own respective cost; and
- (b) to keep their respective *Alterations* in their respective lots

and exclusive use of the common property immediately affected by their respective *Alterations*.

CONDITIONS

A. Before carrying out their *Alterations*, respective *Owners* must;

- (i) submit in writing to the executive committee the following information:
 - (in so far as the *Alterations* include new tiling and/or other flooring special by-law 2 must be referred to an conditions adhered to; and
 - architectural representations detailing the scope of the *Alterations*; and
 - evidence that the *Owner* has effected and - for the duration of the period in which the *Alterations* are carried out - will maintain contractors all works insurance, workers compensation insurance and public liability insurance in an amount of no less than \$10,000,000 in the joint names of the respective *Owner* and the owners corporation; and
- (ii) obtain the approval of the executive committee for the *Alterations* (which approval must not be unreasonably withheld).

B. When carrying out *Alterations*, *Owners* must ensure that the *Alterations* are carried out by licensed and suitably qualified tradesperson and must comply at all times with all other by-laws which may apply to the activities contemplated by this by-law.

C. Within a reasonable time of the date of installation of authorized *Alterations* in accordance with the Conditions of this by-law, respective *Owners* must at their own cost:

- (i) insofar as the *Alterations* comprise new tiling or other flooring provide written verification to the owners corporation from a qualified acoustic consultant that the

new tiling and/or other flooring has been installed in accordance with and the manufacturer's instructions in compliance with special by-law 2; and

- (ii) supply adequate evidence (in the executive committee's reasonable opinion) that the Alterations have not compromised the structural integrity of the building.
- D. Owners must properly maintain and keep their respective Alterations in a state of good and serviceable repair (at their own respective cost) and repair and/or replace their Alterations or any part of them at their own cost as the owners corporation may reasonably require from time to time.
- E. Owners must accept liability for any damage caused to the common property or their lot or any other lot as a result of their respective Alterations and are responsible to make good that damage immediately after it has occurred.
- F. Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance or repair/replacement of their respective Alterations and will pay those costs to the owners corporation on demand.
- G. The special privilege conferred by this by-law will not be activated unless the Owner of the lot to which it is to be applied has executed the Consent and no Alterations are to be carried out without such Consent being executed.

GENERAL

In as far as it may be necessary, the owners corporation specially resolves

- (a) pursuant to section 62(3) of the Act that:
 - (i) it is inappropriate to maintain, renew, replace or repair the common property immediately affected by Alterations; and
 - (ii) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; and
- (b) pursuant to section 65A of the Act that:
 - (i) *Owners* may add to or alter the common property necessarily affected by their authorised *Alterations* for the purpose of improving or enhancing the common property; and
 - (ii) respective *Owners* will be responsible for the ongoing maintenance of such common property.

REMEDY

If any of the *Owners* fail to comply with any obligation of this by-law, the owners corporation may enter onto or into any part of the parcel to carry out the necessary work to perform the relevant *Owner's* obligations and recover the costs of doing so from the relevant *Owner* as a debt due and payable at the owners corporation's direction and as a contribution according to section 80(1) of the Act which, if unpaid within 1 month of being due, will bear simple

interest at the rate of 10 percent per annum until paid or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Strata Plan No. 67702

Consent to special privilege and exclusive use by-law

To: The Secretary
The Owners – Strata Plan No. 67702

And: The Registrar General
Dept of Lands (Land & Property Information)
Queens Square
SYDNEY NSW 2000

I/We,...../.....being the registered owner/s of Lot ... in Strata Plan No. 67702, hereby consent to being bound by the terms of the special by-law conferring rights of special privilege and exclusive use concerning “Alterations” in strata plan no. 67702, such by-law having been passed by special resolution the owners corporation on the 18 September 2014.

DATED thisday of20

...../.....
Signature/s of lot owners

Special by-law No. 8 - No smoking policy (passed 18 September 2014)

BACKGROUND

The executive committee of SP67702 is mindful of the recent Consumer Trader & Tenancy Tribunal ruling where smoking in residential strata schemes was characterised as a form of nuisance under the Strata Schemes Management Act 1996.

In the interests of discharging its duties to manage the common property for the benefit of *Owners* and to avoid any doubt arising from the decision, the owners corporation proposes a by-law to provide clear parameters to *Owners* and *Occupiers* about smoking in strata scheme 67702.

DEFINITIONS

No Smoking Policy means this by-law which prohibits the lighting and/or smoking of any cigar, cigarette and/or pipe by any person in the following areas of the parcel:

- In or on all common property (including without limitation: lifts, driveways, foyers, stairwells, roof tops, balconies, terrace areas, loading dock, access ways, swimming pool and gymnasium areas;

Occupiers means occupier of lots in the strata plan

Owners means each of the owners for the time being of lots in the strata plan.

INTERPRETATION

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) will have the same meaning as in the Act.

Singular Includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

APPLICATION OF BY-LAW

1. *Owners* must always observe the *No Smoking Policy* and must ensure their *Occupiers*, invitees, contractors and visitors always observe the *No Smoking Policy*.
2. *Owners* will be liable for any damage to the common property, personal property, their lot or any other lot caused by their breach of this by-law.
3. *Owners* must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to
 - (a) the exercise of its rights under this by-law; and
 - (b) enforcement of this by-law.
4. This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
 - (a) The power to promulgate the *No Smoking Policy*;
 - (b) The power to erect or attach "No Smoking" signs in or on the common property;
 - (c) The power to engage in whatever legal action may be necessary or desirable to enforce its rights under the No Smoking Policy including but not limited to the right to prosecute the Owners and/ or Occupiers for breach of this by-law; and
 - (d) The authority to recover the costs of carrying out the activities referred to in sub-clause 4(c) from the respective *Owner* as a debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum until paid.

Special By-law No. 9 – Bollards (passed 28 September 2015)

An Owner of a lot containing a car space shall be entitled to install in that car space a bollard to prevent the lot from being used by any other person on the following conditions:

- 9.1 Approval of the Owners Corporation is to be obtained prior to installation of the type and style of bollard;
- 9.2 The bollard shall be installed in a proper and workman like manner and in accordance with any directions given by the Owners Corporation;
- 9.3 The owners of the lot shall be responsible for maintaining the bollard and keeping it in a state of good and serviceable repair;

- 9.4 The Owners Corporation may determine the type and style of bollard to be installed in any car space lot, noting the standard specification is the Seton Pivoted Car Park Bollard (Part No. A11262) as detailed in the specification attached;
- 9.5 The bollards shall be installed in the centre, 500mm back from the front of the car space using the lane marking paint as a point of origin;
- 9.6 If the lot owner no longer requires a bollard the same may be removed but the lot owner must repair the common property as nearly as possible to its original condition;
- 9.7 The lot owner indemnifies the Owners Corporation in respect of any claims arising from the installation of a bollard pursuant to this by-law.

Special By-law No. 10 - Short-Term Letting (amended 1 March 2021)

- 10.1 In this by-law, the following words and phrases have the following meaning:
 - (a) “**Act**” means for the time being the *Strata Schemes Management Act 2015* (NSW), the Regulations thereunder and any Act or regulation replacing the same or any other law or regulation associated with or attaching to the Act relevant to Short Term Rental Accommodation Arrangement
 - (b) “**Owner**” has the same meaning as in the Act.
 - (c) “**Occupier**” has the same meaning as in the Act.
 - (d) “**Short-Term Rental Accommodation Arrangement**” means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by applicable regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by applicable regulations not to be a short-term rental accommodation arrangement or an agreement governed by the *Residential Tenancies Act 2010 NSW* (or any Act replacing the same).
- 10.2 The strata scheme is a residential scheme containing residential lots. An Owner of a lot, or an Occupier of a lot must not use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement.
- 10.3 For the avoidance of doubt, this by-law does not prohibit an Owner or Occupier to use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement where the lot is the principal place of residence of an Owner or Occupier.
- 10.4 An Owner or Occupier who allows their lot to be used for the purposes of a Short-Term Rental Accommodation Arrangement:
 - (a) must repair damage to common property caused by their use of the lot for such a purpose;
 - (b) must indemnify the Owners Corporation against all claims and liability arising out of the use of their lot for such a purpose;

- (c) must not do anything that might prejudice the security or safety of the strata scheme;
 - (d) must not allow the use of any leisure facility (including but not limited to any Spa, Swimming Pool and Gymnasium) and this clause is to be read as a prohibition
- 10.5 An Owner or Occupier who leases, sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation notice of the lease or assignment in accordance with section 258 of the Act and must give a copy of that notice to the strata manager, and if there is no strata manager, to the Secretary.
- 10.6 An Owner or Occupier must not, except as permitted under the Act, permit the number of adults who sleep overnight in the lot to exceed two adults in each bedroom.
- 10.7 A bedroom in the lot must not contain more than two beds, excluding children's beds, cots or bassinets.
- 10.8 For the purposes of clause 6 a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
- 10.9 An Owner or Occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
 - (a) This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
- 10.10 If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
- 10.11 The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property in particular, leisure facilities, on corridors, lifts, stairs, stairwells and other access ways.
- 10.12 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - (a) the Environmental Planning & Assessment Act 1979 and Regulations thereunder or any Act or Regulations replacing the same;
 - (b) the Fair Trading Act 1987 and Regulations thereunder or any Act or Regulations replacing the same;
 - (c) any conditions of any consent given by any Local Council (applicable to the strata scheme which includes that local council and any amalgamation of any other local council) in connection with the development approval for the development of the site now constituted by the Strata Scheme;

- (d) the Act; and
- (e) generally at law.

10.13 For the avoidance of doubt, if a term of this by-law is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

Special By-Law No 11 - Facilities Area (passed 4 October 2016)

1. **"Facilities Area"** is defined as the swimming pool and its immediate surrounds including but not limited to the spa and gymnasium at SP67702 Forum West.
2. Using the Pool Area
 - (a) The Facilities Area is for the use of occupiers of strata lots and their bona fide guests.
 - (b) Guests are not permitted to use the Facilities Area without the knowledge and permission in of the occupier of the strata lot.
 - (c) Children 12 years old and under must be accompanied by an adult at all times in the pool area.
 - (d) Persons including babies and small infants entering the pool must be dressed in appropriate swimming attire at all times.
 - (e) You must not:
 - (i) Bring or leave glass bottles, drinking glasses or sharp objects into the Facilities Area;
 - (ii) Engage in any activity that might be dangerous or is likely to interfere with the pleasure of others;
 - (iii) Engage in any activity likely to cause offence or embarrassment to others;
 - (iv) Bring food or drink into the Facilities Area unless you have the Owners Corporation's consent;
 - (v) Hold parties or other functions in the Facilities Area without the Owners Corporation's consent;
 - (vi) Use the Facilities Area to conduct swimming lessons or classes;
 - (vii) Use the Facilities Area for any commercial activity whatsoever;
 - (viii) Interfere with, operate, manipulate or adjust the settings of equipment in the Facilities Area other than as designed for intended usage; and
 - (ix) Leave or allow your guests to leave the Facilities Area while wet (dripping water)

3. You must shower and be clean prior to entering the Facilities Area.

Special By-Law No 12 – Minor Renovations by Owners – Delegation of Functions (passed 23 October 2017)

Within the meaning of section 110 (6)(b) of the Strata Schemes Management Act 2015 the Owners Corporation is permitted to delegate its functions under Section 110 of that Act to the strata committee.

Special By-Law No 13 – Occupancy Limits (Regulation overcrowding) (passed 23 October 2017)

1. In this by-law, the following words and phrases have the following meaning:
 - (a) “Act” means the *Strata Schemes Management Act 2015* (NSW), the Regulations thereunder and any Act or regulations replacing the same.
 - (b) “Owner” has the same meaning as in the Act.
 - (c) “Occupier” has the same meaning as in the Act.
 - (d) “Serviced Apartment” means a residential lot within the strata scheme:
 - (i) which is used to provide accommodation for a period of less than three months to persons who have their principal place of residence elsewhere under either a lease, sub-lease, licence or sub-licence; and
 - (ii) is not subject to a residential tenancy agreement within the meaning of the *Residential Tenancies Act 1987 NSW* (or any Act replacing the same), and
 - (iii) is cleaned or serviced by the Owner or by the Owner’s agents.
2. The strata scheme is a residential strata scheme, and, accordingly, an Owner or Occupier must not use a lot, or permit the lot to be used, as a Serviced Apartment.
3. An Owner or Occupier who leases or sub-leases a lot or assigns such a lease or sub-lease must give the Owners Corporation notice of the lease or assignment thereof in accordance with section 258 of the Act and must give a copy of that notice to the Owners Corporation.
4. An Owner or Occupier must not permit the number of persons who sleep overnight in the lot to exceed twice the number of bedrooms in the lot.
5. For the purpose of clause 4:
 - (a) one child under the age of three (3) years is not counted as a person; and
 - (b) two children under the age of three (3) are counted as one person; and

- (c) a bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
6. An Owner or Occupier must now, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
7. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.
8. If a lessee, licensee or other Occupier of a lot commits a breach of this by-law, the Owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
9. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with the fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear and tear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
10. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
- (a) the *Environmental Planning & Assessment Act 1979* and Regulations thereunder any Act or Regulations replacing the same;
 - (b) any conditions of any consent given by **Willoughby Council** in connection with the development approval for the development of the site now constituted by the strata scheme;
 - (c) the Act; and
 - (d) generally at law.

Special By-Law No 14 – Electronic Voting (passed 13 April 2020)

- 14.1 The Owners Corporation may adopt the following means of voting on a matter to be determined by the Owners Corporation:
- (a) Voting by electronic means considered by the secretary of the owners corporation or the strata committee to be appropriate, while participating in a general meeting from a remote location; and
 - (b) Voting by electronic means considered by the secretary or strata committee to be appropriate, before the general meeting at which the matter (not being an election) is to be determined by the Owners Corporation.
- 14.2 The Owners Corporation may adopt the following means of voting on a matter to be determined by the strata committee:

- (a) Voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a strata committee meeting from a remote location; and
- (b) Voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, before the strata committee meeting at which the matter is to be determined.

14.3 The secretary of the owners corporation or strata committee may direct the strata managing agent of the scheme to take all necessary steps to convene general meetings and strata committee meetings for the scheme by electronic means and to enable voting to occur in accordance with the means identified in this by-law.

Special By-Law No 15 – Authorisation of Building works in Lot 284 (Apt 2402) (passed 19 August 2021)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 284 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

- (a) Works to the Main Bathroom including;
 - (i) removal of existing floor tiles and wall tiles, waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers, bath tub, shower, shower screen and toilet suite;
 - (ii) installation of new floor tiles and wall tiles including screeding of floors (if required), waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers, shower, shower screen and toilet suite and connection to existing water and waste service points; and
 - (iii) all associated plumbing service and connection works, as necessary including the installation of all associated wiring, cabling and switches as required;
- (b) Works to the Ensuite including;
 - (i) removal of existing floor tiles and wall tiles, waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers, shower, shower screen and toilet suite;
 - (ii) installation of new floor tiles and wall tiles including screeding of floors (if required), waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers, bath tub and toilet suite and connection to existing water and waste service points; and
 - (ii) all associated plumbing service and connection works, as necessary including the installation of all associated wiring, cabling and switches as required;
- (c) Works to the Water Closet/Laundry including;

- (i) removal of existing floor tiles and wall tiles, waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers and toilet suite;
 - (ii) installation of new floor tiles and wall tiles including screeding of floors (if required), waterproofing membrane, and fittings and fixtures including sink, cabinetry, vanity, tapware and mixers and toilet suite and connection to existing water and waste service points; and
 - (iii) all associated plumbing service and connection works, as necessary including the installation of all associated wiring, cabling and switches as required;
- (d) Works to the Kitchen including;
 - (i) removal of existing splashback tiles and fixtures and fittings including benchtop, sink, tapware, cabinetry and appliances;
 - (ii) installation of new splashback tiles and fixtures and fittings including benchtop, sink, tapware, cabinetry and appliances including stovetop, range hood, and oven, and connection to existing water and waste service points; and
 - (iii) all associated plumbing and electrical service and connection works, as necessary including the installation of all associated wiring, cabling and switches as required;
- (e) Other Works including;
 - (i) Removal of existing floor tiles throughout the living room, dining area, kitchen and storage areas of the first floor;
 - (ii) Installation of new timber flooring and acoustic underlay throughout the living room, dining area, kitchen, and storage areas of the first floor; and
 - (iii) Installation of new cabinetry in the walk-in wardrobe.

2. Definitions

For the purposes of this by-law:

"Council" means Willoughby Council;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in the by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works;
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$20,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the Home Building Act 1989; and
 - iii. workers' compensation in accordance with applicable legislation;
- (c) if required by the strata committee, the opinion of a structural engineer (reasonably acceptable to the strata committee) to the effect that if the Works are carried out in a good and workmanlike manner substantially in accordance with the Plans, the Works will not adversely affect the structural integrity of the building or any part thereof.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by licensed contractors in compliance with relevant provisions of the Building Code of Australia and relevant Australian standards and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the Plans and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Plans without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works.
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within two months of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach , then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

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

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

(A) **TORRENS TITLE**

For the common property
CP/SP 67702

(B) **LODGED BY**

Document Collection Box 1024D	Name	Michael McCormack
	Company	McCormacks Solicitors
	Address	Suite 5.01, Level 5, 151 Castlereagh Street Sydney NSW 2000
	E-mail	solutions@mccormacks.com.au
	Contact Number	02 9299 6722
	Customer Account Number	LLPN 123 732S
	Reference	SP 67702
	CODE	CH

- (C) The Owner-Strata Plan No. 67702 certify that a special resolution was passed on 19/8/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. Nil
Added by-law No. Special By-Law 15
Amended by-law No. Nil
as fully set out below :
See annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 67702 was affixed on 18/10/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :



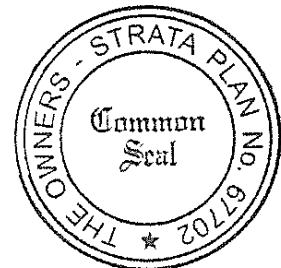
Name : Michael McCormack

Authority : Strata Manager

Signature :

Name :

Authority :



From.....Purchasers' Solicitor
To.....Vendors' Solicitor

Date.....

REQUISITIONS ON TITLE**2005 EDITION**

RE: Purchase from

Property:

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 Act 1996.
- (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	REPLIES	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	Noted	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	Noted	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	Noted	
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.	No	
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.	No No No	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	No	
7. 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?	Does not Apply	

REQUISITIONS	REPLIES	RESPONSE
<p>8. If the sale of the property is subject to an existing tenancy:-</p> <p>(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.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(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.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	<p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>	
<p>9. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(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.</p> <p>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(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.</p> <p>(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?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p>	<p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>	
<p>10. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	<p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p> <p>Does not Apply</p>	
<p>11. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>	<p>Does not Apply</p> <p>Does not Apply</p>	
<p>12. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	<p>Purchaser should rely on own enquiries</p>	

REQUISITIONS	REPLIES	RESPONSE
13. 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.	Noted	
14. 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.	No	
15. 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?	Not as far as Vendor is Aware	
16. 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?	No No	
17. 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.	No	
18. (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 measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation 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 documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	As far as Vendor is Aware Vendor not Aware As far as Vendor is Aware	
19. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	As far as Vendor is Aware	
20. 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 which relates to noise problems in the lot or in any adjoining lots?	No	
21. 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.	No	
22. 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.	No	
23. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	No	
24. 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.	No	
25. Have any orders 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.	No	
25. (ii) 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 forms to remove them, properly executed, must be tendered at completion.	No	

REQUISITIONS	RELIES	RESPONSE
26. 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?	Does not Apply Does not Apply	
27. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	No	
28. 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.	Vendor not Aware	
29. 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.	No No	
30. 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?	As far as Vendor is Aware	
31. 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.	Check Search on Contract Yes	
32. 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.	Yes	
33. 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.	No	
34. 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.	No	
35. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	See 109 Certificate	
36. (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.	Purchaser should rely on own enquiries	
37. 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.	Noted.	
38. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	Noted	

DISCLAIMER

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PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979

Certificate No: 50002
Receipt No: 2348831
Issue date: 21-Jan-2022
Customer Ref: 22006 SILKYEAR PTY:43420

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Property Location: 204/3 Herbert Street, ST LEONARDS NSW 2065.
Legal Description: **LOT 19 SP 67702**

Disclaimer

1. *The information provided in this certificate has been obtained from Council's records. The Council advises that:*
 - (a) *other authorities may hold information in respect of the property not contained in the Council's records;*
 - and*
 - (b) *the Council's records themselves may not be complete or accurate in respect of the property.*
2. *The instrument(s) referred to in this certificate may contain other important information in respect to the property. In order to understand the effects of the instrument(s) on the property, the Council advises that the whole of each instrument(s) should be read and considered. This certificate cannot be used as a substitute for reading the whole of the instrument(s) referred to in the certificate.*
3. *It may be appropriate or necessary to obtain legal or other expert advice in respect of the matters contained in the certificate or the instruments referred to in the certificate.*
4. *The Council cannot and will not accept any liability in respect of any error, inaccuracy, or omission in this certificate.*

Debra Just
CHIEF EXECUTIVE OFFICER

(Computer printed copy – No signature required)

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2)
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**WILLOUGHBY
CITY COUNCIL**

Certificate No: 50002
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1. RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following environmental planning instruments:

Willoughby Local Environmental Plan 2012

State Environmental Planning Policy No. 19 - Bushland in Urban Areas
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
State Environmental Planning Policy No. 50 - Canal Estate Development
State Environmental Planning Policy No. 55 - Remediation of Land
State Environmental Planning Policy No. 64 - Advertising and Signage
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Concurrences and Consents) 2018
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Housing) 2021
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

(2) Proposed Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following proposed environmental planning instruments:

Draft Environment State Environmental Planning Policy
Draft Design and Place State Environmental Planning Policy

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(3) Development Control Plans

As at the date of this certificate the above mentioned land is affected by the following development control plans:

Development Control Plan 2005 - Sydney Foreshore and Waterways Area

The plan applies to all development proposals within the foreshores and waterways area identified in SREP (Sydney Harbour Catchment) 2005 - (Refer to the Foreshores and Waterways Area Map).

Willoughby Development Control Plan

2. ZONING AND LAND USE

(a) Zone Identity

B3 Commercial Core

(b), (c), (d) (Development)

Zone B3 Commercial Core – under Willoughby Local Environmental Plan 2012

Objectives of zone

- *To provide a wide range of retail, business, office, entertainment, community and other suitable land uses that serve the needs of the local and wider community.*
- *To encourage appropriate employment opportunities in accessible locations.*
- *To maximise public transport patronage and encourage walking and cycling.*
- *To support the role of St Leonards as a specialised centre providing health, research and education facilities.*
- *To strengthen the role of Chatswood as a major centre for the inner north sub-region and to improve its public domain and pedestrian links.*
- *To protect and encourage safe and accessible city blocks by providing active land uses on street and pedestrian frontages.*

Permitted without consent

Nil

Permitted with consent

Building identification signs; Business identification signs; 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; Serviced apartments; Any other development not specified in item 2 or 4.

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Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Service stations; Sewage treatment plants; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies.

NOTE: You are advised that in addition to the matters set out above, the instrument may make further provisions with respect to the purposes for which development may be carried out on the land without consent and with consent and the purposes for which development of the land is prohibited. Applicants are advised that they should read the whole of the instrument(s) in order to determine whether that instrument prohibits, restricts or otherwise relates to the development of the land.

(e) Development Standards applying to the land fixing minimum dimensions for the erection of a dwelling house?

No

(NB: the erection of a dwelling house on the land requires consent to be obtained which will require assessment of the particular application under provisions of the Act. The Council makes no representation that consent will be granted to any application.)

(f) Critical Habitat

--

(g) Conservation Area

--

(h) Heritage Item

--

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ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

**WILLOUGHBY
CITY COUNCIL**

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Customer Ref: 22006 SILKYEAR PTY:43420

3. COMPLYING DEVELOPMENT

NOTE: This certificate only addresses matters raised in 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. It is your responsibility to ensure that the development is permissible with consent in the land use zone and that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 including Clauses 1.18 and 1.20 of that Policy, the Complying Development Codes in Parts 3 to 8 of that Policy, and the Willoughby Local Environmental Plan 2012. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

(a) General Housing Code, Rural Housing Code and Low Rise Housing Diversity Code

The land is land on which complying development may be carried out under these Codes.

(b) Housing Alterations Code and General Development Code

The land is land on which complying development may be carried out under these Codes.

(c) Commercial and Industrial Alterations Code

The land is land on which complying development may be carried out under this Code.

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

The land is land on which complying development may be carried out under this Code.

(e) Subdivisions Code

The land is land on which complying development may be carried out under this Code.

(f) Demolition Code

The land is land on which complying development may be carried out under this Code.

(g) Fire Safety Code

The land is land on which complying development may be carried out under this Code.

(h) Container Recycling Facilities Code

The land is land on which complying development may be carried out under this Code.

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4. COASTAL PROTECTION (repealed)

4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS (repealed)

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS.

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5. MINE SUBSIDENCE

The land is not within a proclaimed mine subsidence district under Section 15 of the Mine Subsidence Compensation Act, 1961.

6. ROAD WIDENING AND REALIGNMENT

The land is not affected by road widening or road realignment under:-

- 1) Division 2 of Part 3 of the Roads Act 1993; or
- 2) An Environmental Planning Instrument; or
- 3) A resolution of Council.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK

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 in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

It is the Council's practice to consider previous land uses to determine whether land may be affected by contamination which restricts or prohibits the carrying out of development on the land. Depending on the previous uses of the land, the applicant may be required to investigate possible site contamination and/or carry out remediation as part of any proposed development and the development potential of the site may be restricted or prohibited. This is assessed by the Council on a case-by-case basis.

The Council will have regard to Clause 6.1 Acid Sulfate Soils of Willoughby Local Environmental Plan 2012 and the Acid Sulfate Soils Map in assessing any development applications relating to the land.

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7A. FLOOD RELATED DEVELOPMENT CONTROLS

- (1) The land or part of the land is within the flood planning area and is subject to flood related development controls.
- (2) the land or part of the land is not between the flood planning area and the probable maximum flood and is not subject to flood related development controls.
- (3) In this clause—
flood planning area has the same meaning as in the Floodplain Development Manual. *Floodplain Development Manual* means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. LAND RESERVED FOR ACQUISITION

The land is not affected by any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instruments which provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. CONTRIBUTION PLANS

Willoughby Local Infrastructure Contributions Plan 2019.

9A. BIODIVERSITY CERTIFIED LAND

--

10. BIODIVERSITY STEWARDSHIP SITES

--

10A. NATIVE VEGETATION CLEARING SET ASIDES

--

11. BUSH FIRE PRONE LAND

The land has not been identified as bush fire prone under the Rural Fires and Environmental Legislation Amendment Act 2002.

12. PROPERTY VEGETATION PLANS

--

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Customer Ref: 22006 SILKYEAR PTY:43420

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

--

14. DIRECTIONS UNDER PART 3A

--

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

--

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE OR SITE COMPATIBILITY
CERTIFICATE (SCHOOLS OR TAFE ESTABLISHMENTS)

--

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

--

18. PAPER SUBDIVISION INFORMATION

--

19. SITE VERIFICATION CERTIFICATES

--

20. LOOSE-FILL ASBESTOS INSULATION

--

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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In addition to the information provided above, the following information is provided in respect of the
abovementioned land.

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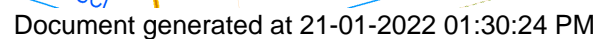
**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

**WILLOUGHBY
CITY COUNCIL**

Certificate No:	50002
Receipt No:	2348831
Issue date:	21-Jan-2022
Customer Ref:	22006 SILKYEAR PTY:43420

NOTES:

Hand written or typed items appearing on this certificate at the time of issue are to be read as forming part of this certificate.



Page 1

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

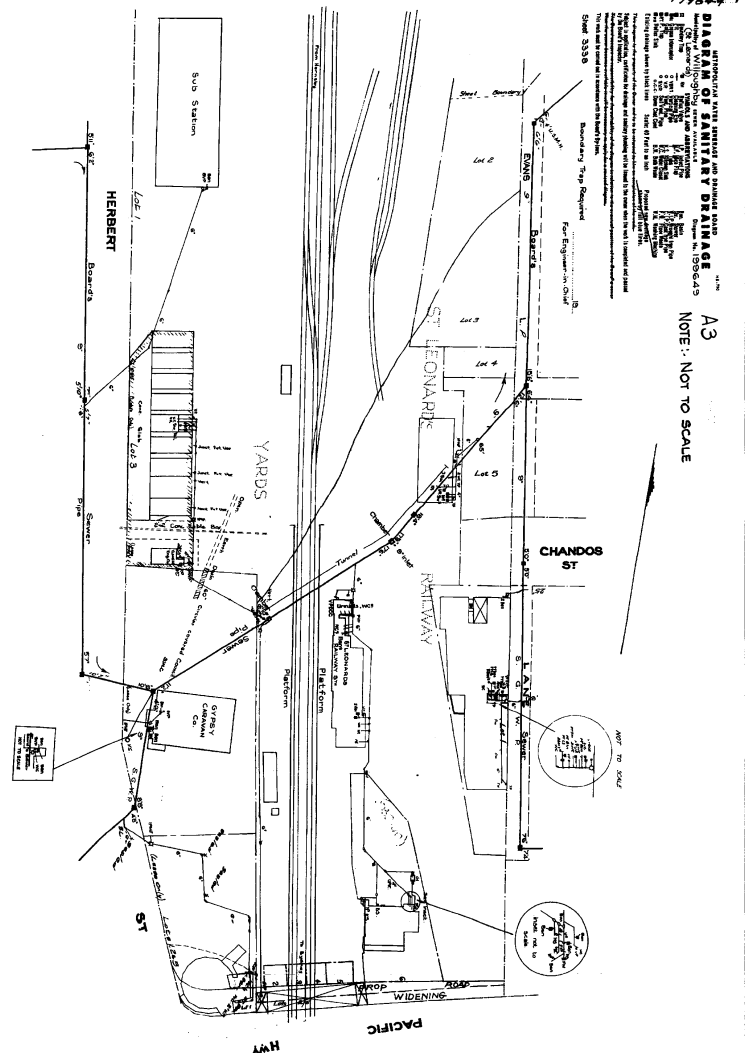
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8001377931



Document generated at 21-01-2022 01:30:28 PM

Disclaimer

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

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on **03 / 03 / 2021** at **Infinity Property Agents** NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: **Silkyear Pty Ltd Superannuation Fund**

Phone: _____ Mobile: _____ Email: _____

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: _____

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address): _____

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: **Shain Maxean SUCHY**

Address for service of notices (if not address of Residential Premises): _____

204/3 Herbert Street, St Leonards NSW 2065

Phone: _____ Mobile: **0412 030 030** Email: **flics@live.com.au**

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: **Infinity Property Agents**

Address: **C/- Suite 38, 112-122 McEvoy Street** ACN: _____

Alexandria NSW 2015 ABN: **54 104 841 974**

Phone: **(02) 9699 9179** Mobile: _____ Email: **rent@infinityproperty.com.au**

Licence No.: **1415072** Licence Expiry: **30/11/2021**

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) **52 Weeks**

☐ Periodic (no end date)

starting on: **15 / 03 / 2021** and ending on: **13 / 03 / 2022** (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES *Note: insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **204/3 Herbert Street, St Leonards NSW 2065**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***1 x Dryer**
1 x Dishwasher**RENT/RENT INCREASE**The rent is: **\$760.00** per: **fortnight** payable in advance starting on: **15 / 03 / 2021****Note.** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.Rent Increase 1: Then from: **/ /** pay: per: **fortnight**Rent Increase 2: Then from: **/ /** pay: per: **fortnight****Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.The tenant must pay the rent in advance on the **By the Due Date** of every **fortnight** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil**

by cash or Electronic Funds Transfer (EFT), or

*(b) into the following account:

✓ Account Name: **INFINITY PROPERTY AGENTS**Bank: **Macquarie Bank**✓ BSB: **182-222** Account No.: **303 101 281**Payment Reference: **0412030030**

or any other account nominated by the landlord; or

(c) as follows: **NONE****Note.** The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.**RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of **\$ 1,520.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or☐ the landlord's agent, or☒ NSW Fair Trading through Rental Bonds Online.**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **1** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Real Power – Harrison**Phone: **0426 885 821**Plumbing Repairs: **Beyond Plumbing- Nick**Phone: **0415 047 245**

Building Repairs:

Phone:

Other Repairs:

Phone:

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☐ Yes ☒ No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ No

Is gas supplied to the premises from an embedded network? ☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

Alkaline V

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒ Yes ☐ No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: agent@infinityproperty.com.au

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: flics@live.com.au

[Specify email address to be used for the purpose of serving notices and documents.]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated / / and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
 - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 21. The landlord agrees:**
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:**
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. **The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

- 45. The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- 46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

- 47. The landlord agrees:**

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

- 48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:**
- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

No Pets. In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

- 54. The tenant agrees:**
- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

- 54.4 to comply with any council requirements.
- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.
- 56.1 The tenant agrees:**
- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
 - (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
 - (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
 - (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.
- 56.2 The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

- 57.** Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1** The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

- 58.1** The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2** Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE OF PREMISES

- 59. The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1** to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

- 59.2** not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.3** not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.4** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.5** keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.6** where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.7** to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.8** not to affix any television antenna to the premises.
- 59.9** not to maliciously or negligently damage the premises or any part of the premises.
- 59.10** to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.11** to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.12** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.13** to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

- 60. Swimming Pool Safety and Maintenance**
- 60.1** At the commencement of the tenancy, the landlord will:
- (a) handover the pool in a condition that is safe for use
 - (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2** During the term of the tenancy:
- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.

- (c) the tenant is responsible for general maintenance including:
- (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

Note. Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. **The tenant agrees**, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

The tenant/s acknowledge/s and agree/s in accordance with the Residential Tenancies Act 2010 Additional Terms - Clause 53 to 77 are all application and highlight sections for emphasis.

Clause 17.1 to keep the residential premises reasonably clean

Clause 56.2 The tenant agrees to not keep animals on the residential premises without obtaining the landlords consent, Where such consent is provide, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenants expenses - invoices will be required.

Clause 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and laws areas.

Clause 59.11 to replace any light bulbs and fluorescent tubes that have blown during the tenancy.

Clause 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, between tiles in wet areas.

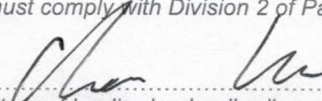
Clause 70 The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to such services.

SIGNATURES

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD:

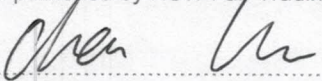

(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 3 / 3 / 21

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

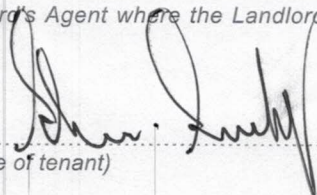
SIGNED BY THE LANDLORD:


(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 3 / 3 / 21

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:


(Signature of tenant)

Date: 3 / 3 / 21

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

Date: / /

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date: / /

SIGNED BY THE TENANT (4):

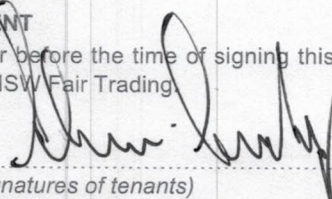
(Signature of tenant 4)

Date: / /

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S:


(Signatures of tenants)

Date: 3 / 3 / 21

For information about you rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au