

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38/112-122 McEvoy Street, Alexandria, NSW 2015	Phone: 0411 641 662 Fax: 02 9699 9793 Ref: Michael Kurosawa and Kimiko Inagaki
co-agent		
vendor	Wenhua Cai 5/2 Galara Street, Rosebery, NSW 2018 Australia	
vendor's solicitor	Conveyancing Now NSW Pty Ltd 2, 55 President Avenue, Kogarah NSW 2217 PO Box 98, Padstow NSW 2211	Phone: 02 9188 8377 Email: karina@conveyancingnownsw.com Fax: 02 9188 8376 Ref: JS:KW:230567
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	G05/2 Galara Street, Rosebery, New South Wales 2018 Registered Plan: Lot 70 Plan SP 92181 Folio Identifier 70/SP92181	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input 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"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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 at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input checked="" type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Westside Strata Management
 PO Box 241, FAIRFIELD NSW 1860 Phone: 02 9791 9933
 strata@westside.net.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

G05/2 GALARA ST, ROSEBERY 2018

- 33** The Contract is amended as follows:
- (a) The definition of “settlement cheque” in clause 1 is amended by deleting the existing definition of “settlement cheque” and replace it with the following: *“an unendorsed bank cheque made payable to the person to be paid or if authorized in writing by the Vendor or the Vendor’s Conveyancer, some other cheque”*
 - (b) Clause 3.10.2 & 3.11.2 are deleted.
 - (c) Clause 7.1.1 is amended by deleting “5%” and inserting in its place “\$1,000”;
 - (d) Clause 14.4 is amended by deleting the words “must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but” and further delete the word “other”;
 - (e) Clause 14.4.2 is replaced with the words “by adjusting the amount actually payable by the Vendor for the subject property on a proportional land value basis”;
 - (f) Clause 23.13 and 23.14 is amended by replacing the figure “7” with “2”;
 - (g) Clause 25.1.1 is amended by deleting “limited”.
- 34** The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor’s behalf made any representation or given any warranties in respect of the same,
- 35** The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.
- 36** The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor’s agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor’s agent). The parties agree that this condition must not merge on completion of this Contract.
- 37** If either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:
- (a) dies; or
 - (b) becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act, 1990, or a protected person under the Protected Estates Act, 1993; then the other party may rescind this Contract by notice to the first party. This Contract will be at an end upon service of such a notice.

The provisions of the printed Clause 19 will apply to that rescission.

- 38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
 - (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$440 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.
- 39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$220 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.
- 40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
- 41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:
- (a) 5% on the signing of this Contract payable to the Depositholder; and
 - (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

Our Ref: JS:KW:230567

Your Ref:

To: **Westside Strata Management**

F: 02 9790 7799

E: strata@westside.net.au

AUTHORITY TO INSPECT STRATA RECORDS

Cai Proposed Sale

Property: G05/2 Galara Street, Rosebery NSW 2018

We confirm that we act on behalf of Wenhua Cai, the owner, in the sale of the abovementioned property.

We hereby authorise you to allow the prospective Purchaser or its appointed agent to inspect the books and records and prepare a Strata Report for the said property.

Signed



for Conveyancing Now NSW
on behalf of **Wenhua Cai**

Date:

From: **Conveyancing Now NSW** (*Purchaser's Conveyancer*)
To: (*Vendor's Conveyancer*)

Cai Proposed Sale
Property: G05/2 Galara Street, Rosebery NSW 2018

REQUISITIONS ON TITLE
STRATA TITLE

REQUISITIONS	RESPONSE
1 In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).	
2 Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?	
3 Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?	
4 Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?	
5 Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?	
6 Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	
7 The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.	
8 Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?	
9 Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?	
10 Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?	
11 Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?	
12 Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?	
13 Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	

REQUISITIONS

RESPONSE

- 14 Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?
- 15 Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?
- 16 Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?
- 17 Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:
- (a) Any easement, licence or other entitlement which benefits or affects the land?
 - (b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?
 - (c) Any notice of resumption or intended resumption?
 - (d) Any proposal to re-align or widen any road which is adjacent to the property?
 - (e) Any proposal by any public or statutory authority?
 - (f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?
 - (g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?
 - (h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?
- 18 If the property is sold subject to tenancy, please advise the followings:
- (a) Is the tenant up to date with all rental payments?
 - (b) Has the tenant ever been in breach of the lease agreement?
 - (c) Has the Vendor ever been in breach of the lease agreement?
 - (d) What is the amount of the bond?
 - (e) Who is holding the bond?
 - (f) Has the Vendor ever made a claim upon the bond?
 - (g) Has the Vendor and the tenants ever had any disputes?
- 19 Is the Vendor aware of any amendments of any current proposal for the amendment of the by-laws which are not disclosed in the contract?
- 20 Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?

REQUISITIONS

RESPONSE

- 21 Is the Vendor aware of any action taken or proposals regarding:
- (a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?
 - (b) The transfer, lease or dedication of common property or of additional common property?
 - (c) The vesting in a proprietor of the exclusive use of part of the common property?
 - (d) The creation or release of any easement or restriction as to user?
 - (e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?
- 22 Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?
- 23 Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the Vendor) to carry out work on or in relation to that lot?
- 24 Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?
- 25 Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?
- 26 Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?
- 27 Is the Vendor aware of:
- (a) any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:
 - (1) fully covered by a contribution levied prior to the date of the contract; or
 - (2) normal operating expenses and are or could properly be made the subject of a contribution to the Administration Fund?
 - (b) any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would exceed one half of one per centum of the price of the lot being sold by the Vendor?
- 28 Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation.



FOLIO: 70/SP92181

SEARCH DATE	TIME	EDITION NO	DATE
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1/6/2023	11:17 AM	4	9/9/2018

LAND

LOT 70 IN STRATA PLAN 92181
AT ROSEBERY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

WENHUA CAI (T AJ889339)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP92181
- 2 SP92181 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE SECTION 88B INSTRUMENT.
- 3 SP92181 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE SECTION 88B INSTRUMENT.
- 4 AK299497 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP92181

SEARCH DATE	TIME	EDITION NO	DATE
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1/6/2023	11:17 AM	6	16/11/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 92181
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSEBERY

LOCAL GOVERNMENT AREA SYDNEY

PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND

TITLE DIAGRAM SP92181

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 92181

ADDRESS FOR SERVICE OF DOCUMENTS:

C/ - WESTSIDE STRATA

PO BOX 241

FAIRFIELD

NSW 1860

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 3 AI386415 POSITIVE COVENANT
- 4 DP1208903 EASEMENT FOR SERVICES (F) APPURTENANT TO THE LAND
ABOVE DESCRIBED
AN404810 VARIATION OF EASEMENT DP1208903 TERMS VARIED
- 5 DP1208903 RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN
STRATUM (S) APPURTENANT TO THE LAND ABOVE DESCRIBED
AN404809 VARIATION OF EASEMENT DP1208903 TERMS VARIED
- 6 DP1208903 RIGHT OF ACCESS FOR GARBAGE SERVICES VARIABLE WIDTH
LIMITED IN STRATUM (G) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 7 DP1208903 EASEMENT FOR TEMPORARY EMERGENCY EGRESS VARIABLE
WIDTH LIMITED IN STRATUM (P) AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1208903 EASEMENT FOR TEMPORARY CRANE ACCESS (H) APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 9 SP92181 POSITIVE COVENANT
- 10 SP92181 RIGHT OF PEDESTRIAN FOOTWAY AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 11 SP92181 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP92181

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

OF THE LAND ABOVE DESCRIBED.

12 AM948466 INITIAL PERIOD EXPIRED

13 AS545656 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 92181

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 119	2	- 114	3	- 100	4	- 69
5	- 69	6	- 100	7	- 114	8	- 104
9	- 69	10	- 89	11	- 57	12	- 98
13	- 94	14	- 66	15	- 95	16	- 95
17	- 99	18	- 58	19	- 90	20	- 65
21	- 65	22	- 90	23	- 57	24	- 98
25	- 95	26	- 67	27	- 95	28	- 95
29	- 100	30	- 58	31	- 91	32	- 66
33	- 66	34	- 90	35	- 58	36	- 99
37	- 96	38	- 68	39	- 96	40	- 96
41	- 100	42	- 59	43	- 92	44	- 67
45	- 67	46	- 91	47	- 58	48	- 100
49	- 96	50	- 69	51	- 96	52	- 96
53	- 101	54	- 58	55	- 93	56	- 67
57	- 67	58	- 124	59	- 104	60	- 97
61	- 69	62	- 97	63	- 97	64	- 105
65	- 125	66	- 118	67	- 120	68	- 102
69	- 64	70	- 121	71	- 119	72	- 62
73	- 53	74	- 91	75	- 95	76	- 62
77	- 95	78	- 93	79	- 55	80	- 88
81	- 67	82	- 63	83	- 54	84	- 92
85	- 95	86	- 62	87	- 95	88	- 93
89	- 55	90	- 88	91	- 67	92	- 64
93	- 55	94	- 93	95	- 96	96	- 63
97	- 96	98	- 94	99	- 56	100	- 89
101	- 68	102	- 64	103	- 55	104	- 93
105	- 96	106	- 69	107	- 96	108	- 95
109	- 57	110	- 90	111	- 74	112	- 104
113	- 94	114	- 97	115	- 69	116	- 97
117	- 95	118	- 107				

NOTATIONS

UNREGISTERED DEALINGS: NIL

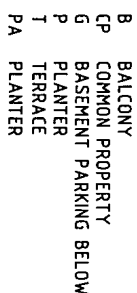
*** END OF SEARCH ***

230567

PRINTED ON 1/6/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

3



- (L) EASEMENT FOR TEMPORARY EMERGENCY EGRESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1208903)
- (U) EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOT (DP 1208903)
- (H) EASEMENT FOR TEMPORARY GRAVE ACCESS AFFECTING THE WHOLE OF THE LOT (DP 1208903)
- (M) RIGHT OF PEDESTRIAN FOOTWAY AFFECTING THE WHOLE OF THE LOT
- (N) EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT
- (AD) LAND EXCLUDES MINERALS - BY CROWN GRANT

WFB WESTERN FACE OF CONCRETE CAPPING BEAM ON BOUNDARY

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1 : 400

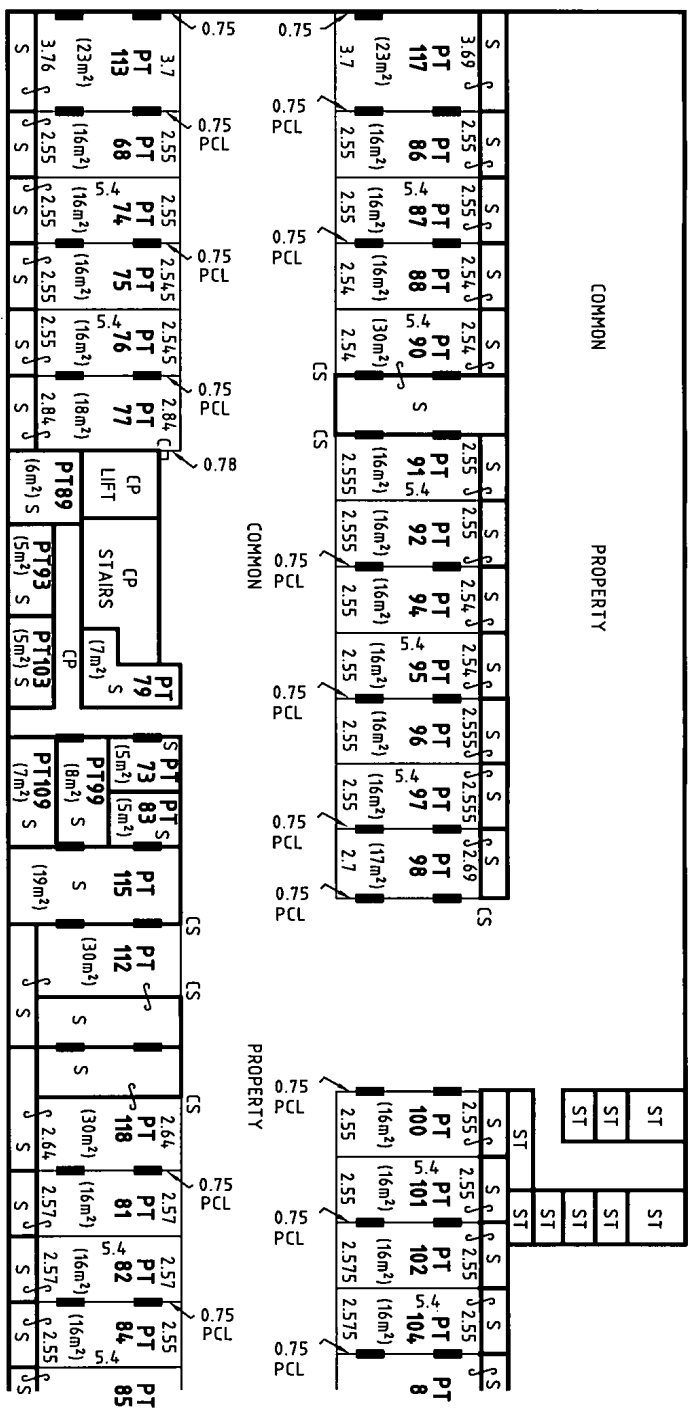
Registered:

11.9.2015

SP92181 P



BASEMENT 2

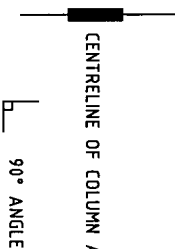


SHEET 3

ADJOINS

AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

THE STRUCTURE OF THE METAL VENTILATION SHAFTS
CONTAINED WITHIN THE CARSPACES & STORES OF VARIOUS LOTS
IS COMMON PROPERTY.



PCL PROLONGATION OF CENTRELINE OF COLUMN
CP COMMON PROPERTY
CS CORNER STEEL POST
S STORE
ST STORE (COMMON PROPERTY)
C CORNER WALL

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SQ 2435

Lengths are in metres. Reduction Ratio 1:200

Registered:



11.9.2015

SP92181

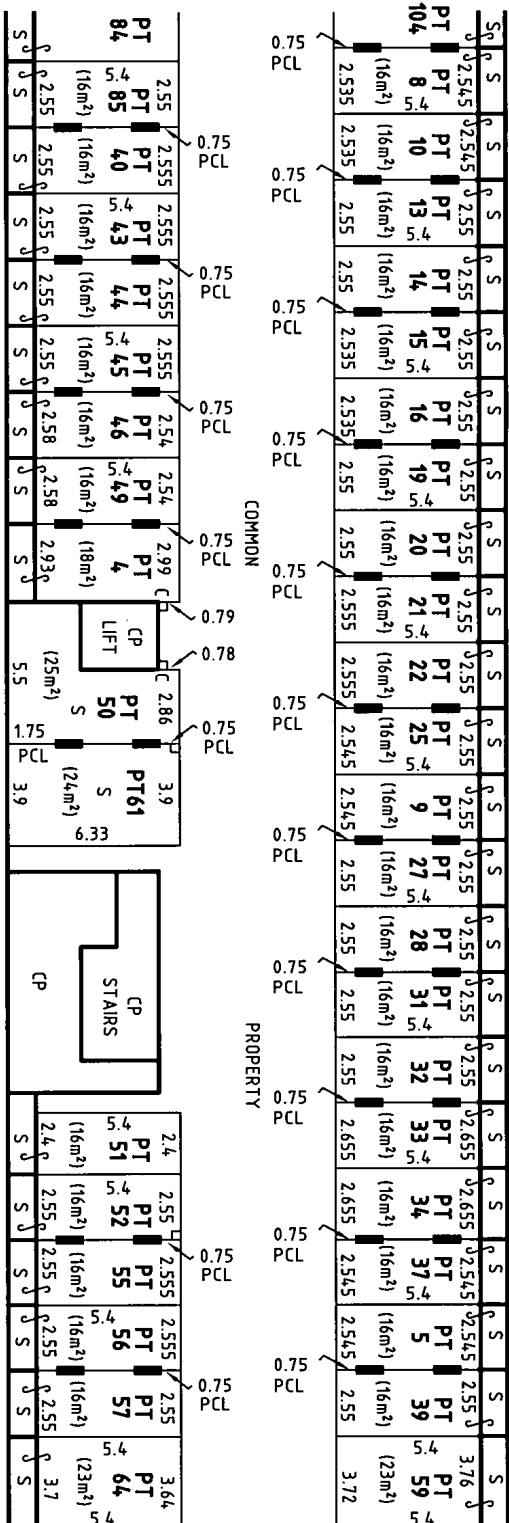
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

BASEMENT 2

ADJOINS

2

SHEET



THE STRUCTURE OF THE METAL VENTILATION SHAFTS
CONTAINED WITHIN THE CARSPACES & STORES OF VARIOUS LOTS
IS COMMON PROPERTY.

AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

CENTRELINE OF COLUMN AT FACE

90° ANGLE

PFW PROLONGATION OF FACE OF WALL
PCL PROLONGATION OF CENTRELINE OF COLUMN
CP COMMON PROPERTY
CS CORNER STEEL POST
S STORE
C CORNER WALL

M.G.A.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

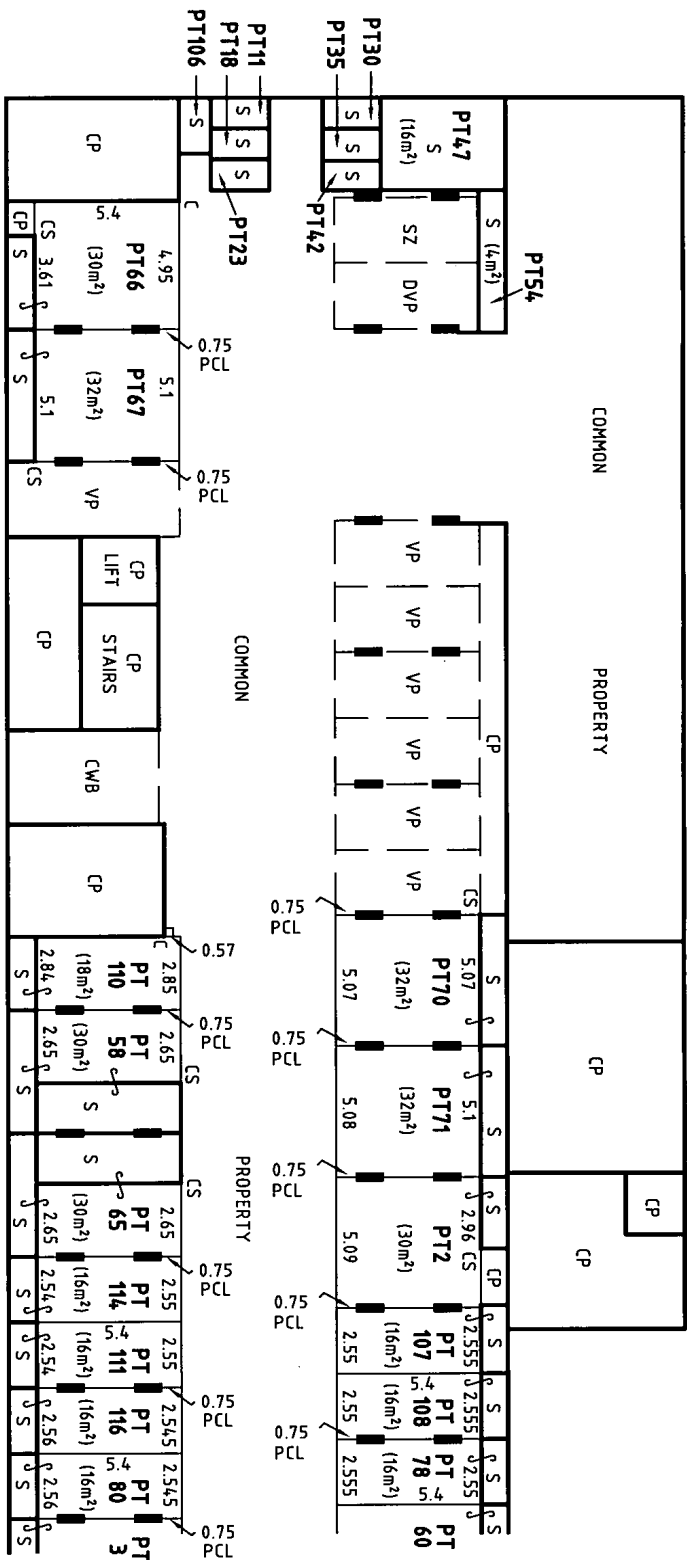


11.9.2015

SP92181

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

BASEMENT 1



SHEET 5 ADJOINS

THE AREA OF THE STORES OF PART LOTS 11, 18, 23, 30, 35, 42 & 106 HAVE AN AREA OF 2m² EACH.


THE STRUCTURE OF THE METAL VENTILATION SHAFTS
CONTAINED WITHIN THE CARSPACES & STORES OF VARIOUS LOTS
IS COMMON PROPERTY.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

CENTRELINE OF COLUMN AT FACE

90° ANGLE

PCL	PROLONGATION OF CENTRELINE OF COLUMN
CP	COMMON PROPERTY
CS	CORNER STEEL POST
CWB	CAR WASH BAY (CP)
C	CORNER WALL
DVP	DISABLED VISITOR PARKING (CP)
S	STORE
VP	VISITOR PARKING (CP)
SZ	SHARED ZONE (CP)

 90° ANGLE

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1:200

Registered:

11.9.2015

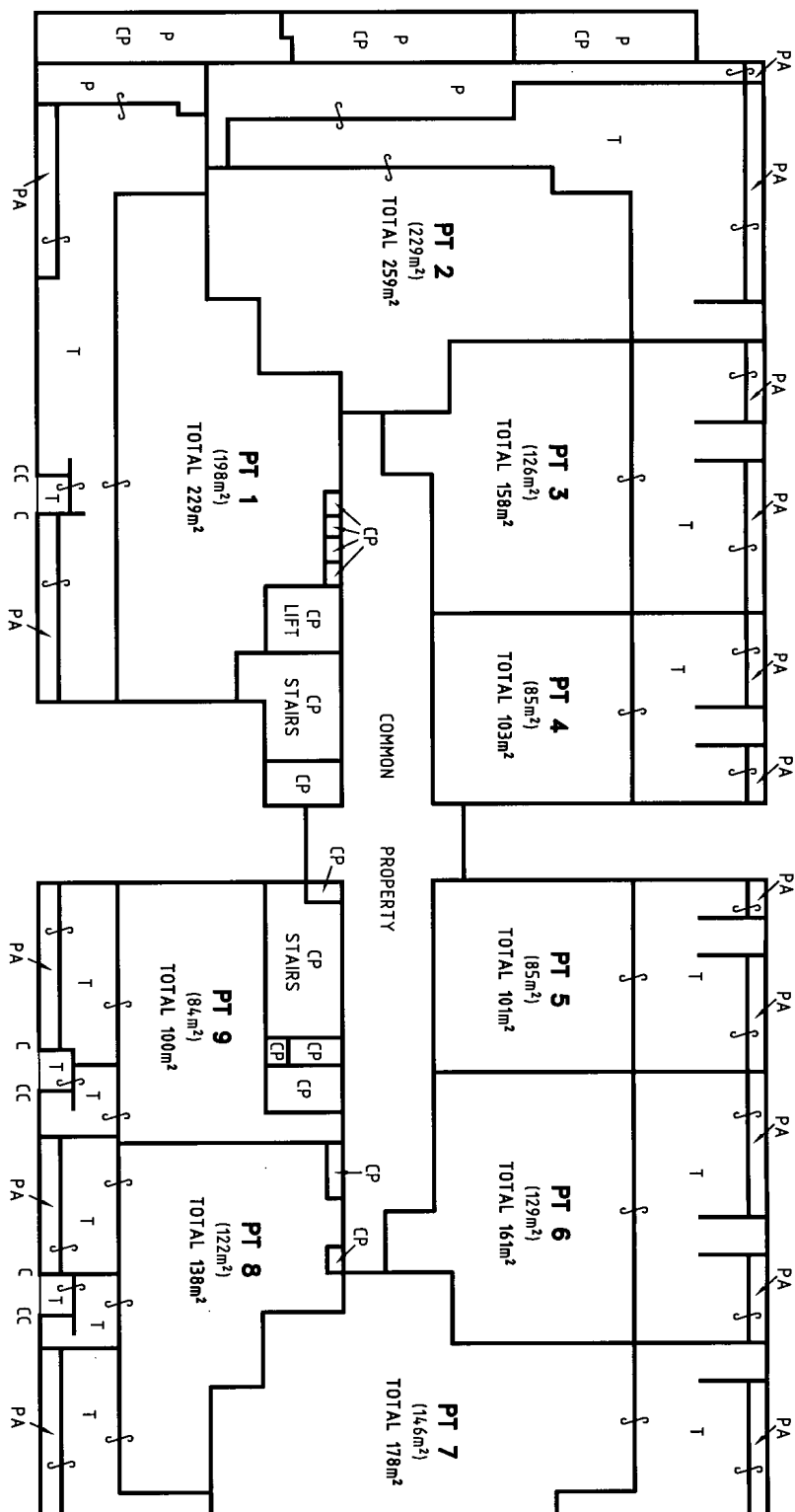
SP92181



PFW PROLONGATION OF FACE OF WALL
 PCL PROLONGATION OF CENTRELINE OF COLUMN
 CP COMMON PROPERTY
 CS CORNER STEEL POST
 S STORE
 C CORNER WALL

SP92181

BUILDING G **GROUND FLOOR**



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS NOTED P IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS NOTED PA IS LIMITED IN HEIGHT TO 4 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.



Surveyor: RODNEY SCOTT FITZGERALD

Surveyor Ref: 8068/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

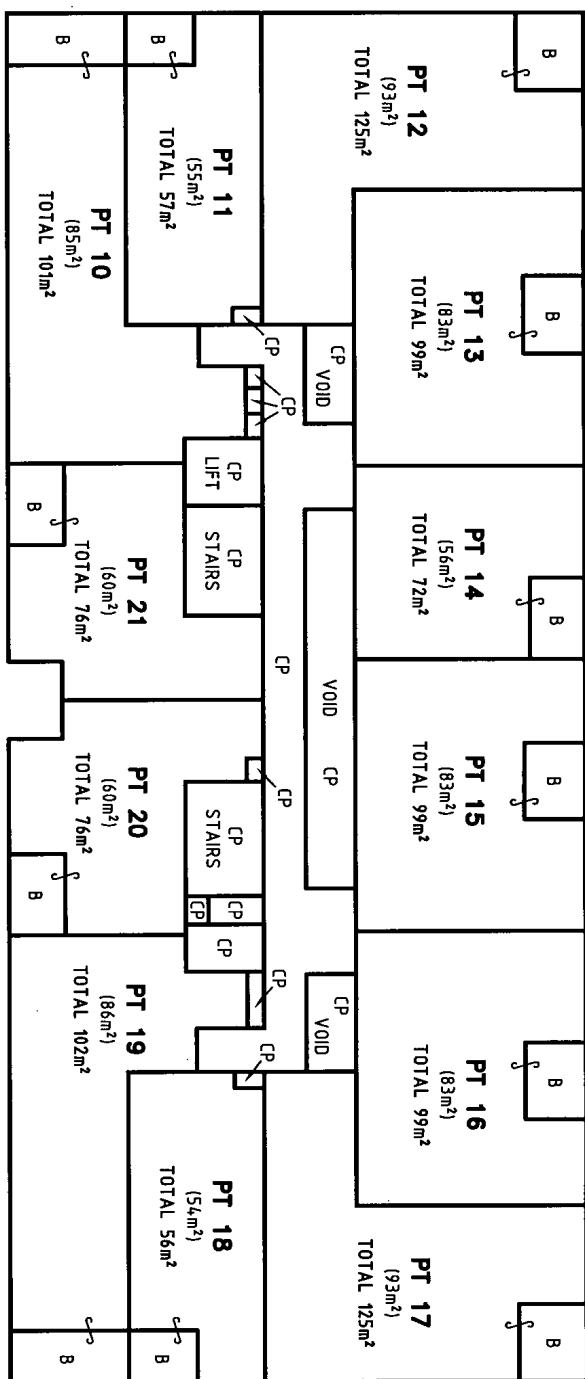


11.9.2015

SP92181

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

BUILDING G **LEVEL 1**



AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

B BALCONY
CP COMMON PROPERTY

M.G.A.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

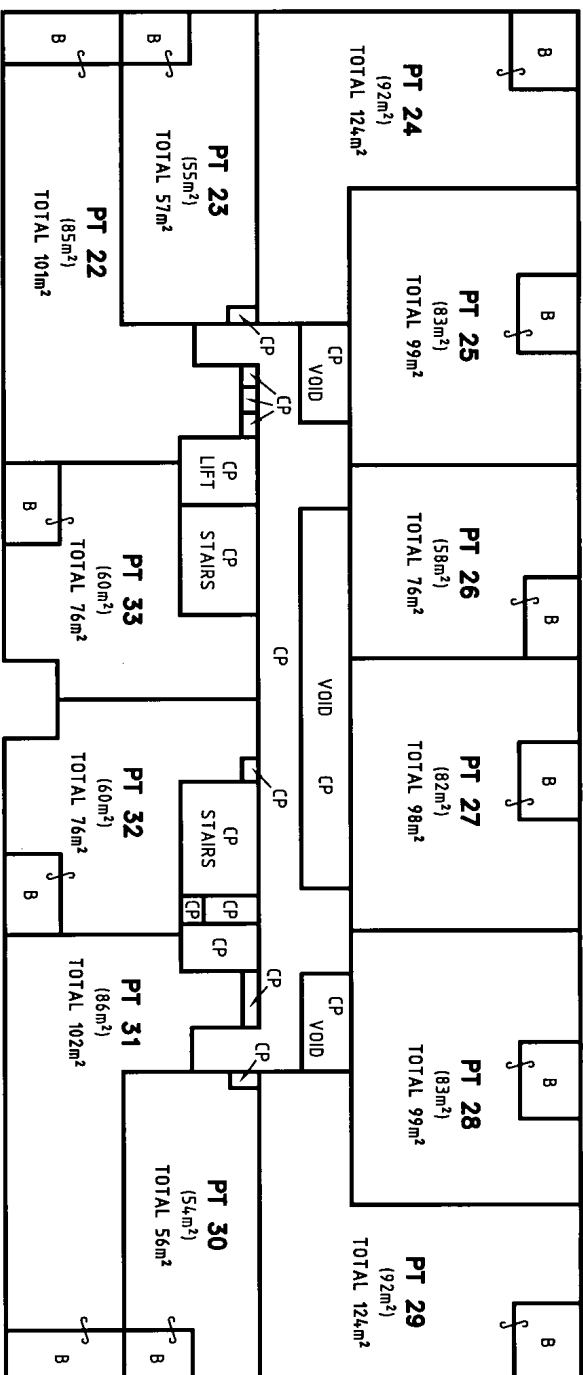


11.9.2015

SP92181

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

BUILDING G **LEVEL 2**



AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

M.G.A.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyor Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

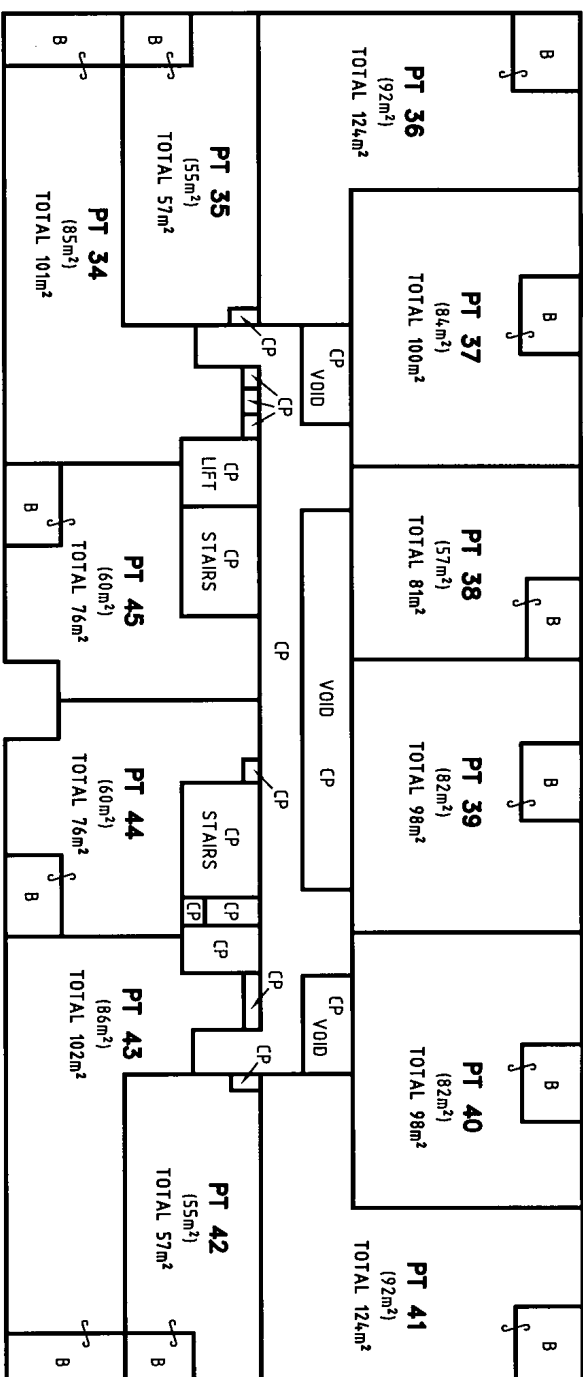


11.9.2015

SP92181

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M.G.A.



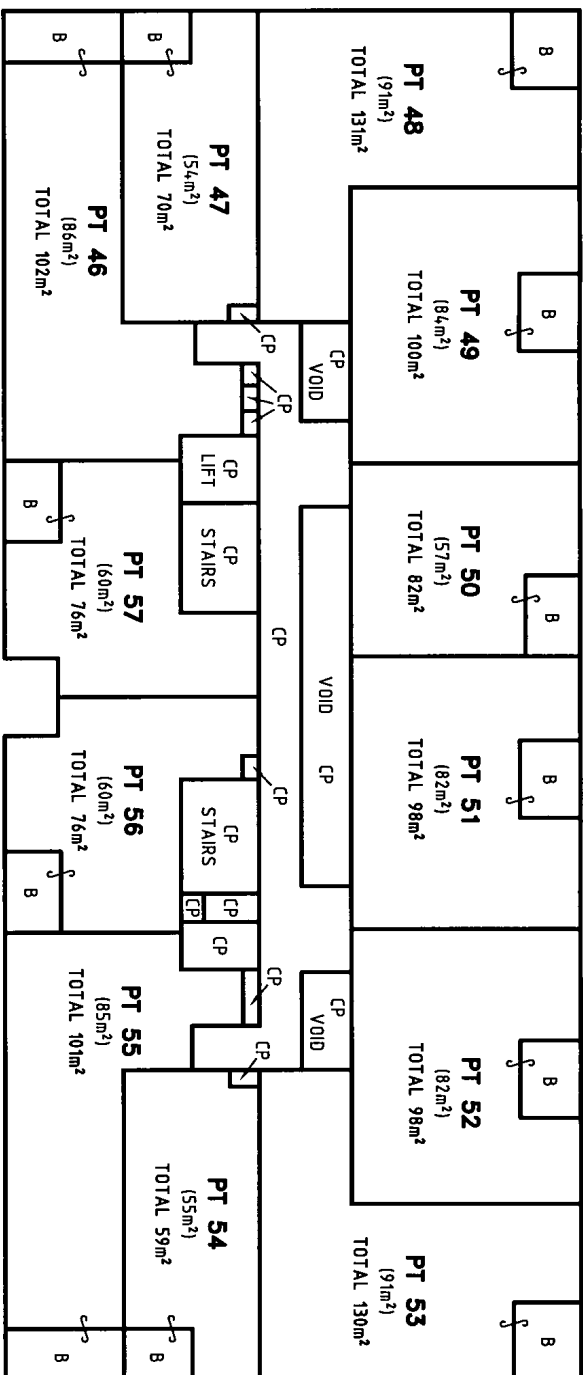
B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SP92181

Lengths are in metres. Reduction Ratio 1 : 200

BUILDING G **LEVEL 4**



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

M.G.A.

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

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8098/13

Subdivision No: SC 2435

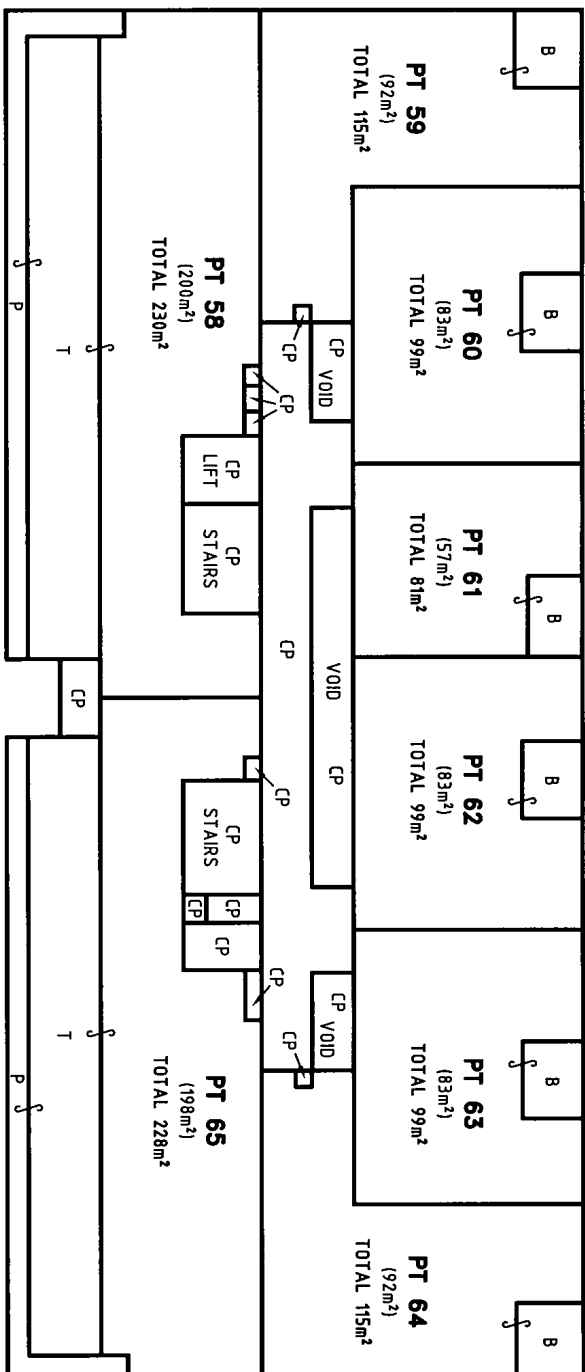
Lengths are in metres. Reduction Ratio 1:200

Registered:

11.9.2015

SP92181

BUILDING G **LEVEL 5**



THE STRATUM OF THE BALCONIES AND TERRACES IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

B BALCONY
CP COMMON PROPERTY
P PLANTER
T TERRACE

M.G.A.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyor Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1:200

Registered:

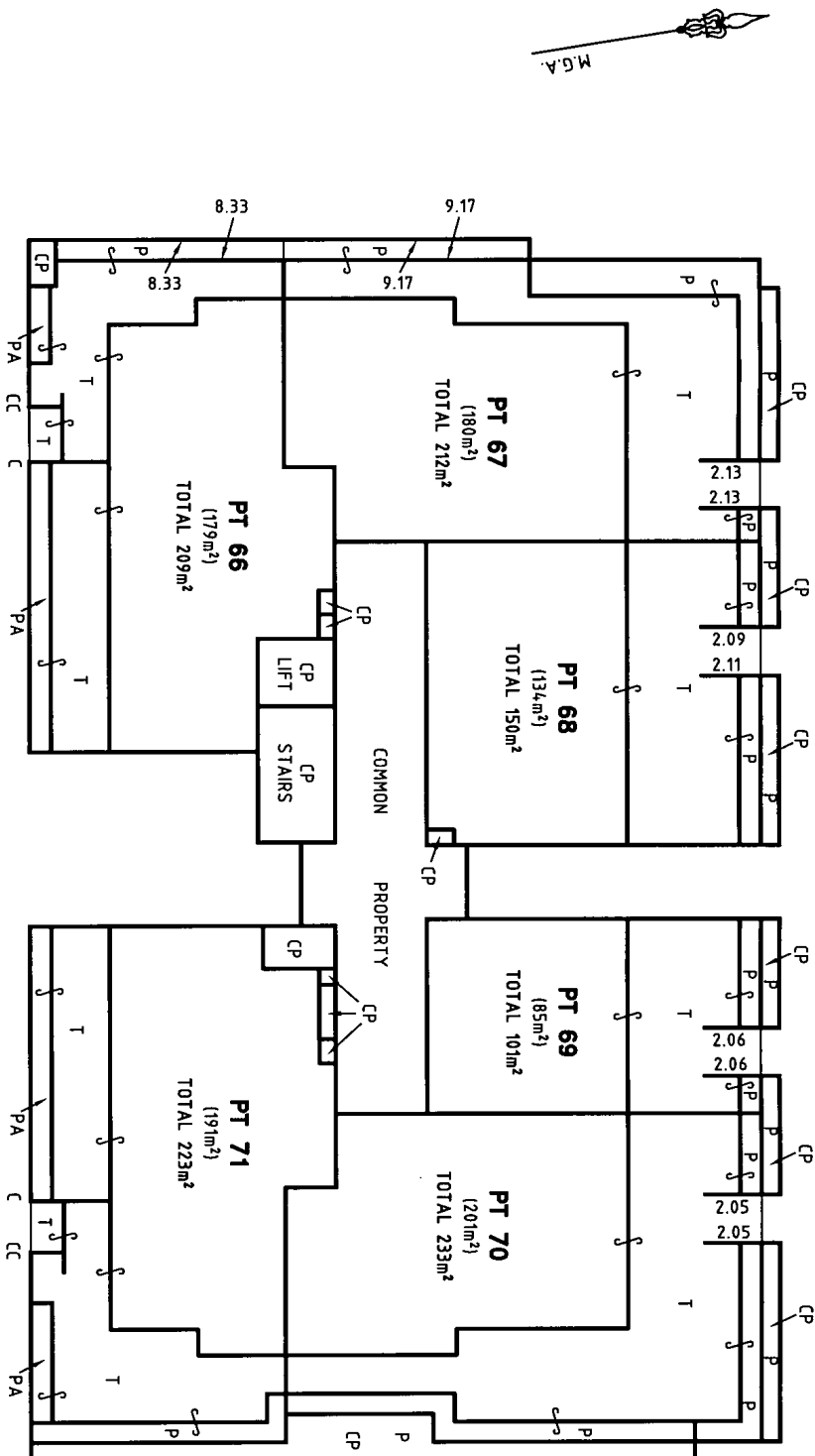


11.9.2015

SP92181

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

BUILDING H **GROUND FLOOR**



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS NOTED P IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS NOTED PA IS LIMITED IN HEIGHT TO 4 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

CC CORNER CONCRETE
C CORNER OF WALL
CP COMMON PROPERTY
P PLANTER
T TERRACE
PA PLANTER

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SQ 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

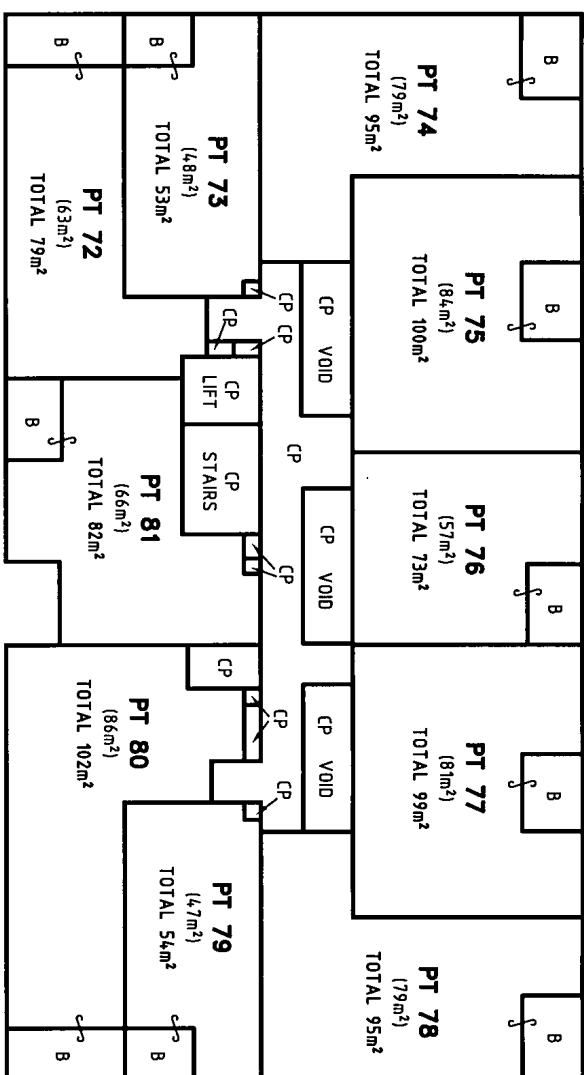


11.9.2015

SP92181

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M.G.A.

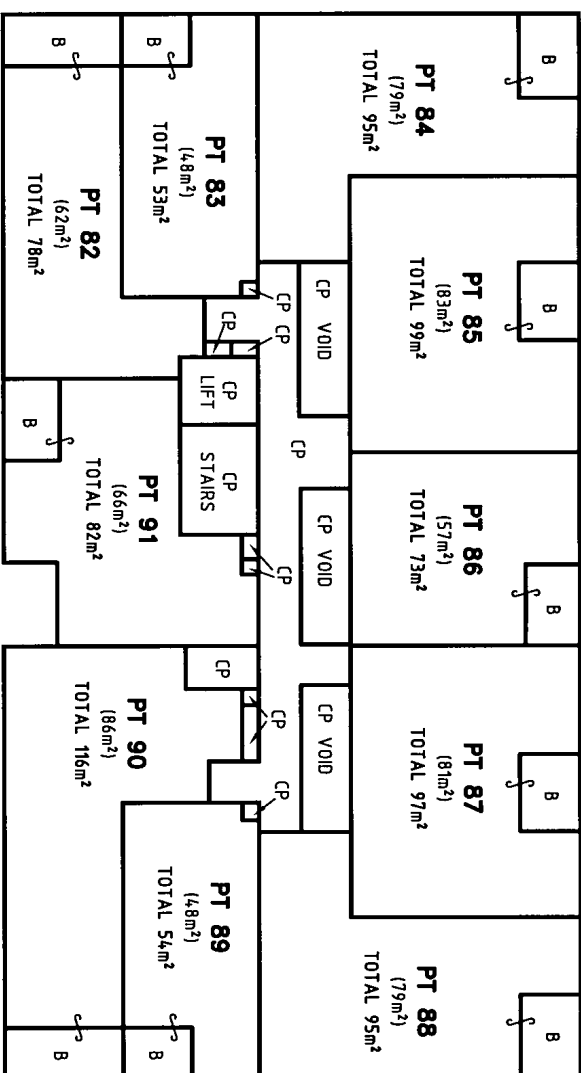


AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

SP92181

BUILDING H **LEVEL 2**



AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8068/13

Subdivision No: SQ. 2435

Lengths are in metres. Reduction Ratio 1:200

Registered:

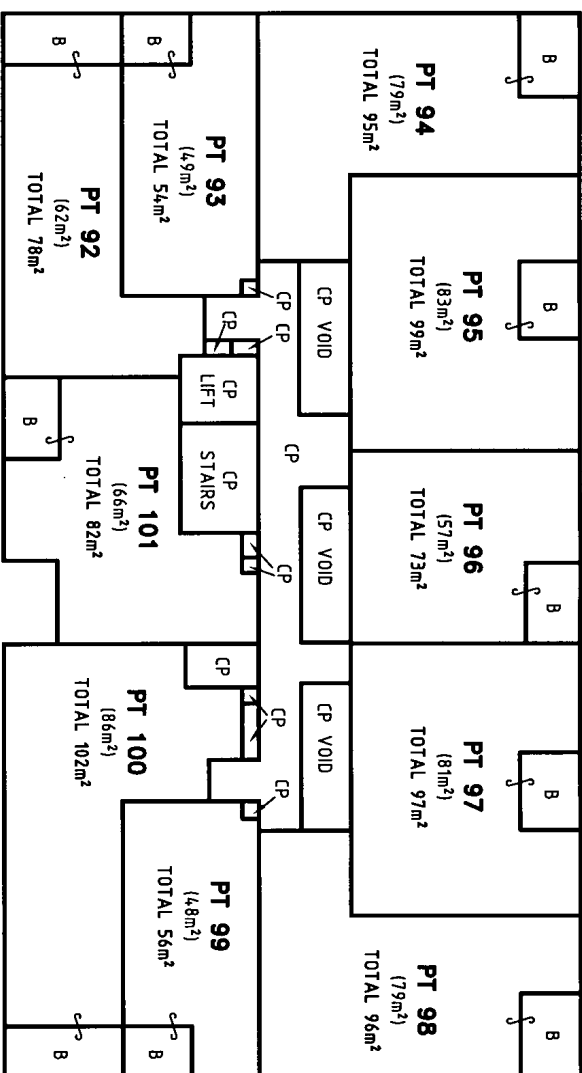


11.9.2015

SP92181

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

BUILDING H **LEVEL 3**



AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

B BALCONY
CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8088/13

Subdivision No: SC. 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

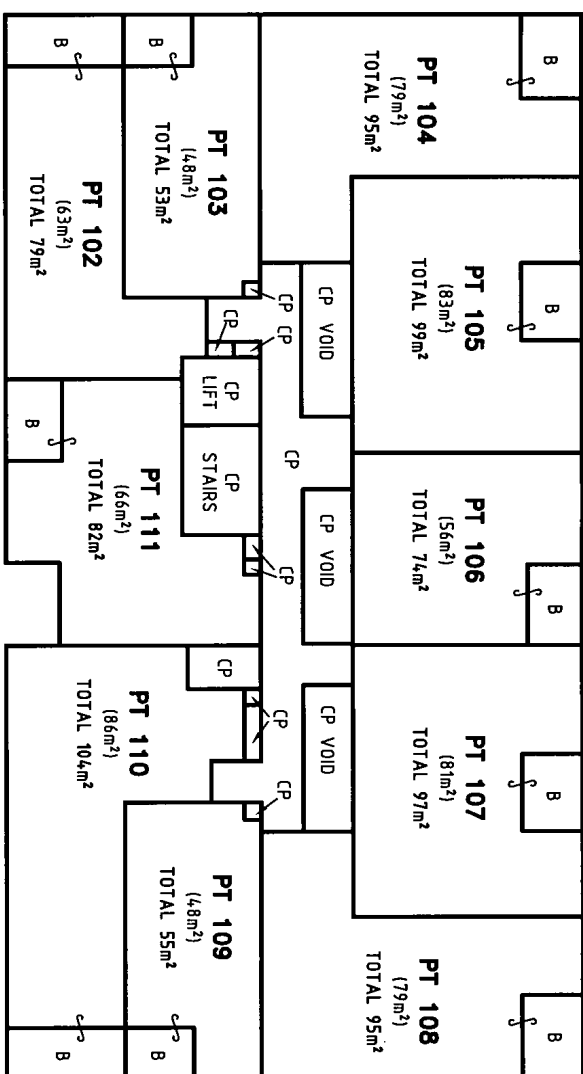


11.9.2015

SP92181

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

BUILDING H **LEVEL 4**



AREAS ARE APPROXIMATE ONLY AND
ARE SHOWN FOR THE PURPOSES OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT 1973, ONLY.

THE STRUTUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE,
EXCEPT WHERE COVERED WITHIN THESE LIMITS.

B BALCONY
CP COMMON PROPERTY

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SQ 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:

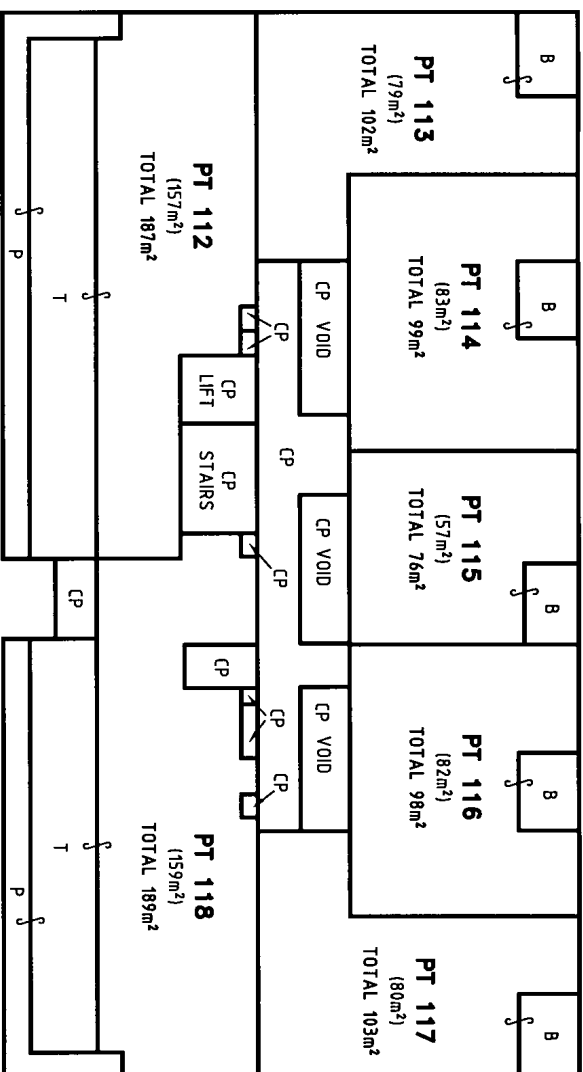


11.9.2015

SP92181

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

BUILDING H **LEVEL 5**



THE STRATUM OF THE BALCONIES AND TERRACES IS LIMITED IN HEIGHT TO 3.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

B BALCONY
CP COMMON PROPERTY
P PLANTER
T TERRACE

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

Surveyor: RODNEY SCOTT FITZGERALD

Surveyors Ref: 8069/13

Subdivision No: SC 2435

Lengths are in metres. Reduction Ratio 1: 200

Registered:



11.9.2015

SP92181

STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Crossing or Folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered:



11.9.2015

Purpose:

STRATA PLAN



SP92181 S

Office Use Only

**PLAN OF SUBDIVISION OF LOT 2
IN DP 1208903**

LGA: SYDNEY

Locality: ROSEBERY

Parish: ALEXANDRIA

County: CUMBERLAND

STRATA CERTIFICATE (Approved Form 5)

- 1) ~~* The Council of~~ GORDON WREN
 * The Accredited Certifier GORDON WREN
 Accreditation No BPR 0447
 has made the required inspections and is satisfied that the requirements of;
- * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,
~~* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 Strata Schemes (Leasehold Development) Regulation 2012,~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
- *(4) The building encroaches on a public place and,
 *(a) The Council does not object to the encroachment of the building beyond the alignment of

 *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- *(5) This approval is given on the condition that lot(s) are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 27th AUGUST 2015
 Subdivision No. SC 2435
 Relevant Development Consent No. CDC 825
 Issued by GORDON WREN

[Signature]
 Authorised Person/General Manager/Accredited Certifier

- * Strike through if inapplicable
 ^ Insert lot numbers of proposed utility lots.

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

The Owners - Strata Plan No 92181
 2 GALARA STREET
 ROSEBERY 2018

The adopted by-laws for the scheme are:

- * ~~Model By-laws~~
 * together with, Keeping of animals: Option ~~*A/*B/*C~~
 * By-laws in 24 sheets filed with plan
 * Strike out whichever is inapplicable
 ^ Insert the type to be adopted (Schedules 2-7 Strata Schemes Management Regulation 2010)

SURVEYOR'S CERTIFICATE (Approved Form 3)

- I, RODNEY SCOTT FITZGERALD
H RAMSAY & CO
 of PO BOX 9082 HARRIS PARK 2150
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:
- (1) Each applicable requirement of
 * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met
~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met~~
- *(2) ~~(a) the building encroaches on a public place;~~
~~(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by~~
 ^ to permit the encroachment to remain.
- *(3) the survey information recorded in the accompanying location plan is accurate.

Signature

[Signature]

Date: 25 AUGUST 2015

- * Strike through if inapplicable
 ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.

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

SURVEYOR'S REFERENCE:

8069/13

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



11.9.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2
IN DP 1208903

SP92181

Subdivision Certificate No SC 2435
 Date of Endorsement 27* AUG 2015

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

- A schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals -See 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	119	30	58	59	104
2	114	31	91	60	97
3	100	32	66	61	69
4	69	33	66	62	97
5	69	34	90	63	97
6	100	35	58	64	105
7	114	36	99	65	125
8	104	37	96	66	118
9	69	38	68	67	120
10	89	39	96	68	102
11	57	40	96	69	64
12	98	41	100	70	121
13	94	42	59	71	119
14	66	43	92	72	62
15	95	44	67	73	53
16	95	45	67	74	91
17	99	46	91	75	95
18	58	47	58	76	62
19	90	48	100	77	95
20	65	49	96	78	93
21	65	50	69	79	55
22	90	51	96	80	88
23	57	52	96	81	67
24	98	53	101	82	63
25	95	54	58	83	54
26	67	55	93	84	92
27	95	56	67	85	95
28	95	57	67	86	62
29	100	58	124	87	95

SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 3

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE:

8069/13

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 2
IN DP 1208903

se Only

SP92181

Registered:



11.9.2015

Office Use Only

Strata Certificate Details : Subdivision No SC 2435

Date 27th AUG 2015

SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 2

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
88	93	99	56	110	90
89	55	100	89	111	74
90	88	101	68	112	104
91	67	102	64	113	94
92	64	103	55	114	97
93	55	104	93	115	69
94	93	105	96	116	97
95	96	106	69	117	95
96	63	107	96	118	107
97	96	108	95	AGGREGATE	10000
98	94	109	57		

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

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT
4. RIGHT OF PEDESTRIAN FOOTWAY AFFECTING THE WHOLE OF THE LOT
5. EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT

SURVEYOR'S REFERENCE:

8069/13

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF LOT 2
IN DP 1208903

SP92181

Registered:



11.9.2015

Office Use Only

Strata Certificate Details : Subdivision No SC2435

Date 27th AUG 2015

CERTIFIED AS CORRECT FOR THE
PURPOSES OF THE REAL PROPERTY
ACT 1900 AND EXECUTED ON BEHALF
OF THE CORPORATION NAMED BELOW BY
THE AUTHORIZED PERSON WHOSE SIGNATURE
APPEARS BELOW IN ACCORDANCE WITH
SECTION 127 OF THE CORPORATIONS ACT 2001:

JOLYN PLACE PTY LIMITED
ACN 164 981 711

JEAN NASSIF

SOLE DIRECTOR/SECRETARY

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

GRAHAME SMITH

SIGNED by
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 333

(S) By this instrument the attorney
has received no notice
of the power of attorney.

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

Signature of witness: *NARDA ROSSINI*

Name of witness: NARDA ROSSINI

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

S117RP Act requires that you must
the signatory for more than
sighted indistinguishable

SURVEYOR'S REFERENCE:

8069/13

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.

(Sheet 1 of 8 sheets)



Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate
No. CDC 825

SP92181 B

Full name and address of the owner of the land: **Jolyn Place Pty Ltd A.C.N.164 981 711 of 121 Majors Bay Road, Concord 2137**

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of Easement, Restriction on the Use of Land or covenant referred to in the Plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	Restriction on Use of Land	Lots 1-118 (inclusive)	City of Sydney Council
2	Restriction on Use of Land	Lots 1-118 (inclusive)	City of Sydney Council
3	Positive Covenant	Common Property	City of Sydney Council
4	Right of pedestrian footway affecting the whole of the lot	Common Property	Part Lot 3 in DP1208903 denoted (A)
5	Easement for emergency egress affecting the whole of the lot	Common Property	Lots 1-105 inclusive and Common Property of SP92041

Part 2 (Terms)

1. Terms of restriction on use numbered 1 in the Plan.

The Car Spaces forming part of a Lot Burdened must not be used by any person other than an occupant, resident or an owner of a Lot in the Strata Scheme.

Name of authority empowered to release, vary or modify restriction numbered 1 in the Plan: Council.

2. Terms of restriction on use numbered 2 in the Plan.

The accommodation portion of the building on the Lot Burdened must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.

Name of authority empowered to release, vary or modify restriction numbered 2 in the Plan: Council.

.....
Council authorised person

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.

(Sheet ² of 8 sheets)

SP92181

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate
No. CDC825


3. Terms of positive covenant numbered 3 in the Plan

a. The registered proprietor of the Lot Burdened by this covenant must maintain and repair the Stormwater Detention System for the Strata Scheme in accordance with the following terms and conditions:

- i. keep the Stormwater Detention System clean and free from silt, rubbish and debris; and maintain and repair the whole of the Stormwater Detention System so that it functions in a safe and efficient manner.
- ii. For the purpose of ensuring observance of the covenant, the Council and its Authorised Users at any reasonable time of the day and upon giving not less than 2 days' notice to the registered proprietor of the Lot Burdened (but at any time without notice in the case of an emergency) enter the Lot Burdened and view the condition of the land and the state of construction maintenance or repair of the Stormwater Detention System.
- iii. By written notice the Council may require the registered proprietor of the Lot Burdened to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the Stormwater Detention System and to that extent section 88F(2)(a) of the Act is hereby to be amended accordingly.
- iv. In the event of an emergency, Council or its Authorised Users may enter the Lot Burdened without giving the registered proprietor of the Lot Burdened the required notice under section 88F(2).

b. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

- i. In the event that the registered proprietor of the Lot Burdened fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its Authorised Users may enter the Lot Burdened with all necessary equipment and carry out work which the Council in its discretion considers reasonable to comply with the notice referred to in clause a.ii).
- ii. The Council may recover from the registered proprietor of the Lot Burdened in a Court of competent jurisdiction:
 - i. any expense reasonably incurred by it in exercising its powers under this clause such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;



.....
Council authorised person

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.

(Sheet ³ of 8 sheets)

Plan:

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate
No. ~~CDC~~ 825

SP92181

- ii. legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
 - iii. In carrying out the work under clause 43[b][i], Council must, having regard to the nature and extent of the work being carried out: cause as little inconvenience as is practicable to the registered proprietor of the Lot Burdened and any occupier of the Lot Burdened; and
 - iv. as soon as practicable, repair damage which it causes to the Lot Burdened; and
 - v. take all reasonable precautions to ensure that the Lot Burdened is disturbed as little as possible.
- iii. If any of the Lots Burdened are subdivided by a Strata Plan of Subdivision, this Positive Covenant attaches to the Common Property for the strata scheme created on subdivision of the relevant Lot Burdened and not the lots within the strata scheme.
- c. This covenant binds all persons who claim under the registered proprietor of the Lot Burdened and stipulated in section 88E(5) of the Act.
- d. Name of authority empowered to release, vary or modify the positive covenant numbered 3 in the Plan: Council.

4. Terms of right of pedestrian footway affecting the whole of the lot numbered 4 in the Plan.

A right of pedestrian footway for the registered proprietors of the Lot Benefitted and each Authorised Person to pass across the Lot Burdened on foot but only within the site of the easement to get to or from the Lot Benefitted at all times.

In exercising those powers, the registered proprietors of the Lot Benefitted must:

- a. cause as little inconvenience as is practicable to the registered proprietors of the Lot Burdened;
- b. cause as little damage as is practicable to the Lot Burdened and any improvements on it; and
- c. [if they cause any damage] restore the Lot Burdened as nearly as is practicable to its former condition.



.....
Council authorised person

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.

(Sheet 4 of 8 sheets)

Plan:

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate
No. CD 825

SP92181

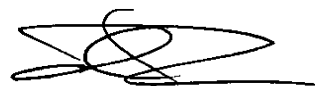
For the purposes of this easement:

- a. the part of Lot 3 DP1208903 benefitted by this easement is that part marked 'A' on DP1208903; and
- b. 'site of the easement' is the external area of the Common Property of the Lot Burdened, excluding any part of the Common Property that is inside or under a building, fence line or other structure.

Name of authority empowered to release, vary or modify the easement numbered 4 in the Plan: Council.

5. Terms of easement for emergency egress affecting the whole of the lot numbered 5 in the Plan.

- a. The registered proprietors of the Lot Benefitted and each Authorised Person have the unrestricted right to go, pass and repass at all times over the site of the easement on the Lot Burdened to and from the Lot Benefitted for all lawful purposes in respect of emergency egress.
- b. The registered proprietor of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- c. In exercising those powers, the registered proprietors of the Lot Benefitted and each Authorised Person must:
 - i. comply with applicable laws and development approvals and any Strata Document and rules made by the registered proprietor of the Lot Burdened concerning the use of the site of the easement;
 - ii. cause as little inconvenience as is practicable to the registered proprietor and any lawful occupier of the Lot Burdened;
 - iii. cause as little damage as is practicable to the lot burdened and any improvement on it; and
 - iv. [if they cause any damage] restore the lot burdened as nearly as is practicable to its former condition.
- d. Subject to clause 5[c], the registered proprietor of the Lot Burdened must at its cost maintain the site of the easement.
- e. For the purposes of this easement the term 'site of the easement' is the external area of the Common Property of the Lot Burdened, excluding any part of the Common Property that is inside or under a building, fence line or other structure.
- f. Name of the person or authority having the power to release, vary or modify the easement is the registered proprietor of the Lot Benefitted.



.....
Council authorised person

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.

(Sheet ⁵ of 8 sheets)

Plan:

SP92181

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate
No. CDC 825

6. Interpretation and defined terms used in this instrument

In this instrument:

Act means the Strata Schemes (Freehold Development) Act 1973, as amended.

Authorised Person means any person authorised by the Council, a registered proprietor of a Lot Benefitted, or an Owners Corporation, to use or enjoy the benefits of an easement in this instrument.

Car Space means that part of a lot in the Strata Scheme used for car parking.

Common Property means the common property of the Strata Scheme.

Council means the Council of the City of Sydney ABN 22 636 550 790 or any successor as the local government authority having responsibility for the burdened lot/s.

Lot means a lot in the Plan.

Lot Benefitted means the whole or the relevant part of a Lot having the benefit of an easement or restriction or covenant under this instrument.

Lot Burdened means the whole or the relevant part of a Lot having the burden of an easement or restriction or covenant under this instrument.

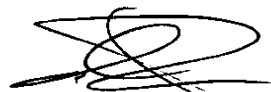
Owners Corporation means the owners corporation of the Strata Scheme.

Plan means the registered Plan in respect of which this instrument has been registered.

Strata Scheme means the strata scheme registered with this instrument.

The cost to release, vary or modify an easement, restriction or covenant contained in this instrument must be paid for by the person requesting the release, variation or modification.

If part or all of the a Lot Burdened or a Lot Benefitted is or becomes the subject of a strata scheme after the date this instrument is registered, reference to 'registered proprietor' includes the then current registered proprietor of that part of the strata scheme, which may be the owners corporation of the strata scheme, or any owner or owner of lots in the strata scheme, or both, as the case may be.



.....
Council authorised person

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.

(Sheet **6** of 8 sheets)

Plan:

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate


SP92181

No. **CDC 825**

Signing pages

Certified as correct for the purposes of
the Real Property Act 1900 and
executed on behalf of the corporation
named below by the authorised
person/s whose signature/s appear/s
below in accordance with s.127 of the
Corporations Act 2001:

) **Jolyn Place Pty Limited**
) **A.C.N.164 981 711**
) Name of Corporation
)
)
)
)
)



.....
Signature of sole director/secretary: **Jean Nassif**



.....
Council authorised person

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.

(Sheet 7 of 8 sheets)

Plan:

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate

No. CDC825

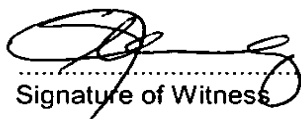
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Executed on behalf of **City of Sydney**
Council by its authorised person:

)
)
)
)



Signature of authorised person



Signature of Witness

STEPHEN FEENEY

Name of Witness

ADDRESS: 4/- 456 KENT ST
SYDNEY 2001

ANDREW REES

Name of authorised person

AREA PLANNING MANAGER

Office held by authorised person



Council authorised person

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.

(Sheet⁸ of 8 sheets)

Plan:

Plan of Subdivision of Lot 2 DP1208903 covered by
Subdivision Certificate

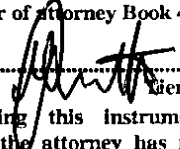
No.CDC825

SP92181

Westpac Banking Corporation

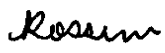
Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by **GRAHAME SMITH** as
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

(Signature)  Tier Three Attorney

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

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

Signature of witness 

Name of witness **NARDA ROSSINI**

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

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



.....
Council authorised person

Form: 13PC
Release: 3-0

POSITIVE C

New South

Section 88E(3) Conv



Additional
er.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) a
by this form for the establishment and maintenance of the Re
the Register is made available to any person for search upon payme

AI386415K

required
ires that

(A) TORRENS TITLE	1/858174 and 2/858174		
(B) LODGED BY	Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S081192 - L Nash	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land OVERLAND CONSOLIDATED PTY LIMITED (ACN: 059 642 867)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant Nature of Interest Number of Instrument Name Lease 3586106 Ausgrid Lease 5098846 Ausgrid		
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)		

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

DATE **5 FEBRUARY 2014**

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

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

Signature of witness:

Name of witness: **HEATHER TURNER**

Address of witness: 456 Kent Street, Sydney

Signature of authorised officer:

Name of authorised officer: Marcia Claire Doherty

Position of authorised officer: Power of Attorney
COUNCIL OF THE CITY OF SYDNEY
BOOK No. 4572 REG 994

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

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

Corporation: Overland Consolidated Pty Limited (ACN: 059 642 867)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Director

Signature of authorised person:

Name of authorised person:

Office held:

Director

(H) **Consent of the lessee**

The lessee under lease

No. 3586106

, agrees to be bound by this positive covenant.

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

Signature of witness:

Signature of lessee:

Name of witness:

See Annexure C for execution by Lessee

FULL NAME (PRINTED):

Address of witness:

POSITION:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

**ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON 1/858174 AND 2/858174
BETWEEN OVERLAND CONSOLIDATED PTY LIMITED AND COUNCIL OF THE CITY OF
SYDNEY**

DATED 5th day of FEBRUARY 2014

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier "1/858174 and 2/858174") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of:



Witness (signature):

HEATHER TURNER

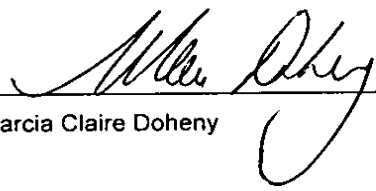
Full Name (printed):



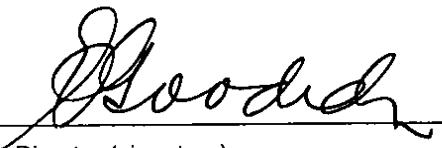
Director (signature):
Overland Consolidated Pty Limited

ROBERT MAGID

Full Name (printed):



Marcia Claire Doherty



Director (signature):
Overland Consolidated Pty Limited

ELEANORE GOODRIDGE

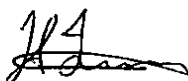
Full Name (printed):



- (i) any blockage of or surcharge or backflow from Council's drainage system;
- (ii) the connection to Council's drainage system;
- (iii) the construction of the private connection beneath the footway or its presence in the public way;
- (iv) the relocation of the gully pit;
- (v) any costs and expenses of disconnection under paragraph (c);

to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;

- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



Witness (signature):

HEATHER TURNER

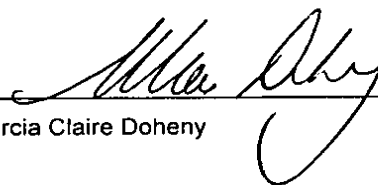
Full Name (printed):



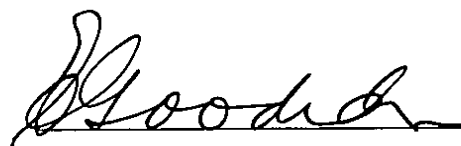
Director (signature):
Overland Consolidated Pty Limited

ROBERT MAGID

Full Name (printed):



Marcia Claire Doheny



Director (signature):
Overland Consolidated Pty Limited

ELEANDORE GOODRIDGE

Full Name (printed):




**ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON 1/858174 AND 2/858174
BETWEEN OVERLAND CONSOLIDATED PTY LIMITED AND COUNCIL OF THE CITY OF
SYDNEY**

DATED 5th day of FEBRUARY 2013/4

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from an on-site detention tank [the OSD Tank] from the land burdened (the "land in Certificate of Title Folio Identifier 1/858174 and 2/858174") to the public road, the Registered Proprietor will at all times:

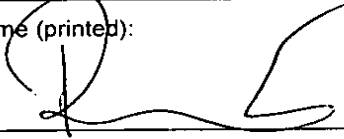
- (a) maintain the orifice letting water out of the OSD Tank at a diameter approved by Sydney Water or the Council;
- (b) under no circumstances permit any discharge of trade wastes, contaminants or suspended silt from the OSD Tank to the road;
- (c) regularly inspect, clean and maintain the on-site detention system;
- (d) if a pump-out system from the OSD Tank is installed at any time, attach and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (e) release and hold harmless Council from and against all damages, claims, actions, proceedings, law suits, losses, costs, expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of any blockage to the orifice to the public street.
- (f) not carry out any alterations to the on-site detention tank system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (g) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



Witness (signature):

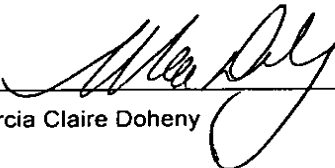
HEATHER TURNER

Full Name (printed):

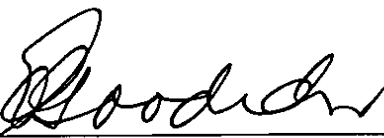


Director (signature):
Overland Consolidated Pty Limited
ROBERT MAGID

Full Name (printed):



Marcia Claire Doheny



Director (signature):
Overland Consolidated Pty Limited
ELEANORE GOODRIDGE

Full Name (printed):



**ANNEXURE "C" REFERRED TO IN POSITIVE COVENANT ON 1/858174 AND 2/858174
BETWEEN OVERLAND CONSOLIDATED PTY LIMITED AND COUNCIL OF THE CITY OF
SYDNEY**

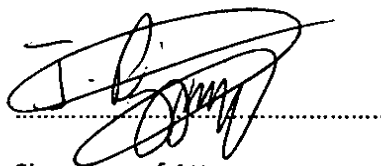
Execution by the Lessee

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



Signature of Witness

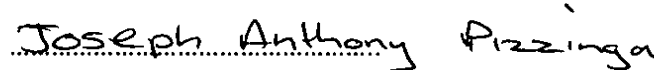
Certified correct for the purposes of the
Real Property Act 1900 by the person(s)
named below who signed this instrument
pursuant to the Power of Attorney specified.



Signature of Attorney



Name of Witness



Attorney's Name

**570 GEORGE STREET
SYDNEY NSW 2000**

Address of Witness

Signing on behalf of: Ausgrid

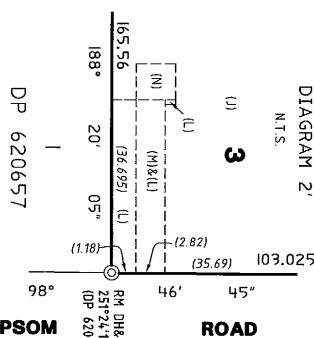
Power of Attorney – Book: 4641 No. 639



No	BEARING	DISTANCE
1	188°52'55"	12.08 EFB
2	188°21'50"	5.38 EFB
3	103°18'35"	0.125 EFB
4	188°15'20"	13.115 EFB
5	188°39'40"	7.105 EFB
6	277°55'05"	0.185 EFB
7	188°08'55"	11.705 EFB
8	188°52'55"	7.705 EFB
9	188°52'55"	4.375 EFB
10	335°11'55"	3.03
11	293°15'30"	4.075
12	98°20'05"	6.875
13	53°35'55"	10.615
14	148°34'15"	24.31
15	110°12'15"	34.295
16	188°04'10"	10.03
17	158°49'40"	18.14
18	98°20'20"	32.105
19	338°49'40"	22.47
20	8°04'10"	15.39
21	290°12'15"	1.1
22	328°34'15"	0.23
23	98°08'55"	4
24	98°21'50"	4
25	278°20'05"	4

DIAGRAM 2

N.T.S.



DP 620657

EPSOM

ROAD

SP 53194

GALARA

STREET

DALMENY

SEE SHEET 2 FOR DETAILS OF EASEMENTS OVER LOT 1

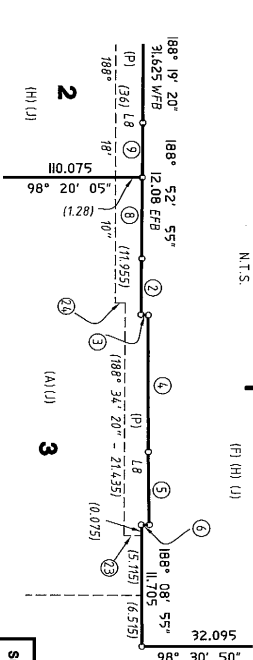
MARK	M.G.A.	CO-ORDINATES	ZONE	56
SSM 64.114	334, 688, 776	6246, 158, 670	B	2
SSM 130523	334, 526, 587	6246, 167, 192	B	2
SSM 130525	334, 605, 441	6246, 154, 463	B	2
SSM 130524	334, 467, 373	6246, 042, 643	B	2

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCMS 20 APRIL 2015

AZIMUTH 'X' - 'Y'
 SSM 130524 - SSM 64.114
 242°20'35" - 249°288 (MGA SURVEY)
 242°20'35" - 249°278 (BY SURVEY)

DIAGRAM 1

N.T.S.



DP 620657

EPSOM

ROAD

SP 53194

GALARA

STREET

DALMENY

SEE SHEET 2 FOR DETAILS OF EASEMENTS OVER LOT 1

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCMS 20 APRIL 2015

AZIMUTH 'X' - 'Y'

SSM 130524 - SSM 64.114

242°20'35" - 249°288 (MGA SURVEY)

242°20'35" - 249°278 (BY SURVEY)

SSM 64.114

334, 688, 776

6246, 158, 670

B

2

SSM 130523

334, 526, 587

6246, 167, 192

B

2

SSM 130525

334, 605, 441

6246, 154, 463

B

2

SSM 130524

334, 467, 373

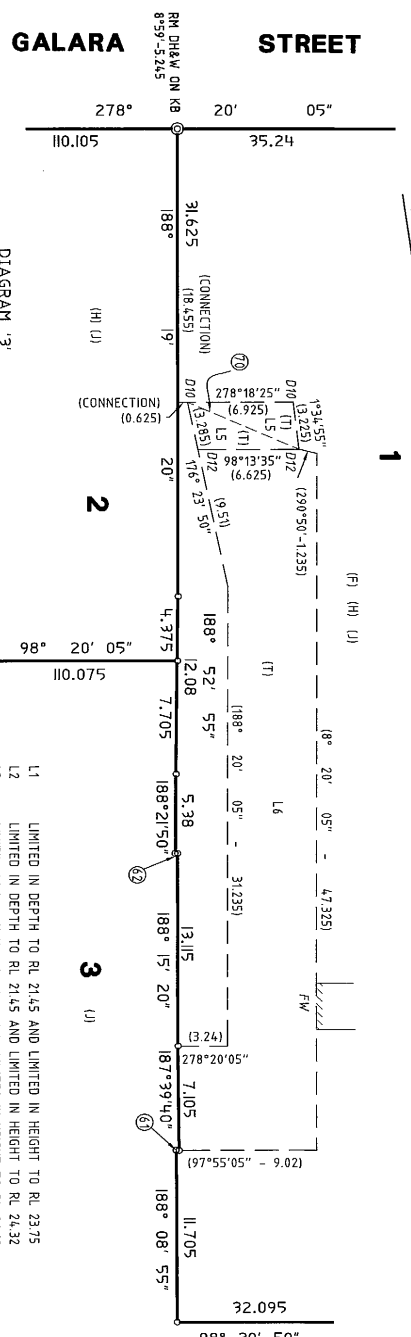
6246, 042, 643

B

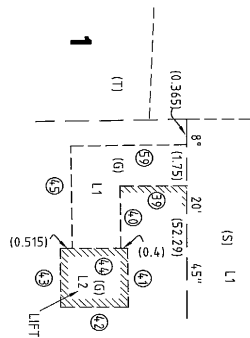
2

LOWER BASEMENT LEVEL

DETAILS OF EASEMENTS OVER LOT 1



UPPER BASEMENT LEVEL

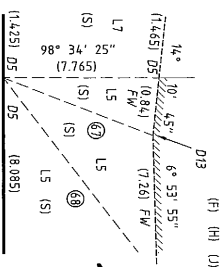
FW FACE OF WALL
CONN CONNECTION

SCHEDULE OF SHORT & CURVED LINES

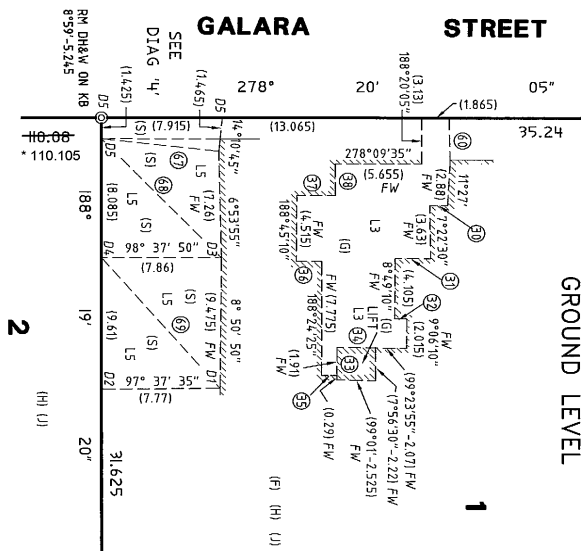
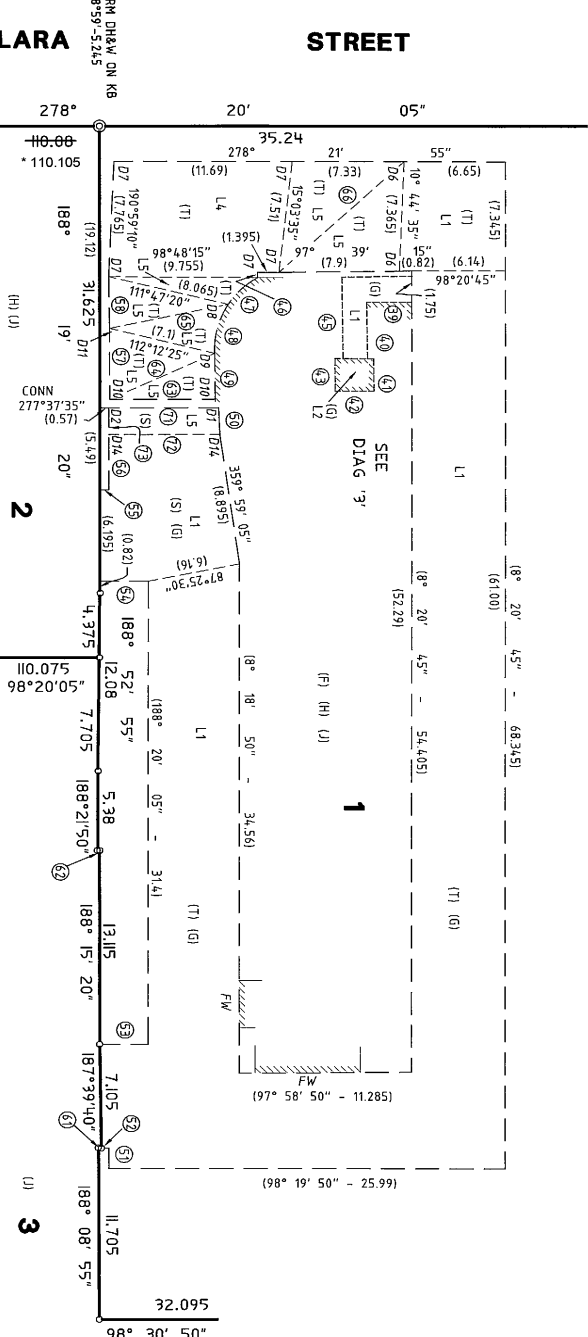
No	BEARING	DISTANCE	ARC	RADIUS
30	97°29'	1.175	FW	
31	98°50'	2.32	FW	
32	279°28'10"	0.805	FW	
33	188°08'30"	2.2	FW	
34	98°35'35"	2.52	FW	
35	98°26'	0.975	FW	
36	98°13'05"	1.675	FW	
37	278°23'25"	2.53	FW	
38	188°06'20"	2.135	FW	
39	98°20'15"	2.465	FW	
40	98°20'15"	2.465	FW	
41	7°56'30"	2.625	FW	
42	188°08'30"	2.52	FW	
43	98°35'35"	2.52	FW	
44	187°39'15"	5.535		
45	10°32'45"	0.36	FW	
46	55°10'25"	2.625	FW	2.65
47	55°10'25"	3.44	FW	5.54
48	23°32'35"	3.44	FW	5.54
49	5°54'30"	3.429	FW	
50	187°48'10"	1.83		
51	97°55'05"	0.445		
52	278°20'05"	3.17		
53	98°20'05"	3.17		
54	278°20'05"	0.57		
55	188°21'25"	3.68		
56	188°14'45"	4.83		
57	187°26'20"	3.5		
58	97°39'15"	4.59		
59	8°20'05"	3.07		
60	277°55'05"	0.185		
61	103°18'35"	0.125		
62	278°18'25"	6.925		
63	73°55'05"	7.565		
64	73°55'05"	7.955		
65	86°34'25"	11.085		
66	236°06'00"	11.085		
67	104°47'30"	7.725		
68	144°17'50"	11.31		
69	149°05'25"	12.29		
70	302°00'05"	7.975		
71	277°37'35"	7.28		
72	277°37'35"	7.28		
73	188°21'25"	1.815		

TABLE 1 OF
DEPTH LIMITATIONS

LOCATION	RL DEPTH
D1	27.66
D2	27.66
D3	23.64
D4	23.62
D5	24.44
D6	27.45
D7	20.9
D8	20.6
D9	19.7
D10	19.00
D11	20.23
D12	18.4
D13	24.35
D14	27.45

DIAGRAM 4
N.T.S.

GROUND LEVEL



GALARA STREET

GALARA STREET

GALARA STREET

GALARA STREET

Surveyor: RODNEY SCOTT FITZGERALD
 Date of Survey: 29 APRIL 2015
 Surveyor's Ref: 8056/13

PLAN OF SUBDIVISION OF
 LOTS 1 AND 2 IN DP 858174

LGA: SYDNEY
 Locality: ROSEBERY
 Subdivision No:

Registered:
 20.8.2015


DP1208903

PLAN FORM 6 (2013)

WARNING: Creating or Falsing will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3⁴ sheet(s)

Registered:  20.8.2015 Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION



DP1208903 S

Use Only

PLAN OF SUBDIVISION OF
LOTS 1 AND 2 IN DP 858174

LGA SYDNEY
Locality: ROSEBERY
Parish: ALEXANDRIA
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: _____

Date: _____

File Number: _____

Office: _____

SURVEY CERTIFICATE

I, RODNEY SCOTT FITZGERALD
H RAMSAY & CO
of PO BOX 9082 HARRIS PARK 2150

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

* (a) The land shown in the plan was surveyed in accordance with
the *Surveying and Spatial Information Regulation 2012*, is accurate
and the survey was completed on 29 APRIL 2015

* (b) ~~The part of the land shown in the plan (* being/excluding~~

~~was surveyed in accordance with the *Surveying and Spatial
Information Regulation 2012*, is accurate and the survey was
completed on _____ the part not surveyed was
compiled in accordance with that Regulation.~~

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

Signature:  Dated 3/6/2015

Surveyor ID: 7469

Datum Line: 'X'-'Y'

TYPE: *Urban / *Rural

The terrain is *Level-Undulating/ *Steep-Mountainous

* Strike through if Inapplicable

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

Subdivision Certificate

I, MICHAEL SOO

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

Signature:  _____

~~Accreditation No~~ _____

Consent Authority: CITY OF SYDNEY

Date of Endorsement: 16 JUNE 2015

Subdivision Certificate No: 35/2015

File No. : S/2015/24

* Strike through if Inapplicable

STATEMENTS of intention to dedicate public roads, public reserves
and drainage reserves

IT IS INTENDED TO DEDICATE GALARA STREET
TO THE PUBLIC AS PUBLIC ROAD.

Plans used in preparation of survey/compilation.

DP 620657
~~DP 634635~~
DP 858174
DP 861950
DP 631625

if space is insufficient use PLAN FORM 6A

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

SURVEYOR'S REF: 8056/13

WARNING: Crossing or Folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3⁴ sheet(s)

Registered:



20.8.2015

Office Use Only

Use Only

DP1208903

PLAN OF SUBDIVISION OF
LOTS 1 AND 2 IN DP 858174

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

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

Subdivision Certificate No:35/2015.....

Date of Endorsement:16 JUNE 2015.....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	95 03	DALMENY	AVENUE	ROSEBERY
2	2 4	GALARA	STREET	ROSEBERY
3	67-77	EPSOM	ROAD	ROSEBERY
4	4A	GALARA	STREET	ROSEBERY

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

1. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT. (F)
2. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN STRATUM. (S)
3. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN STRATUM. (T)
4. RIGHT OF ACCESS FOR GARBAGE SERVICES VARIABLE WIDTH LIMITED IN STRATUM. (G)
5. EASEMENT FOR TEMPORARY EMERGENCY EGRESS VARIABLE WIDTH LIMITED IN STRATUM. (P)
6. EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT. (H)
7. EASEMENT FOR DRAINAGE 4 WIDE. (Q)
8. EASEMENT FOR DRAINAGE 4 WIDE & VARIABLE WIDTH. (E)
9. EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOT. (J)

TO RELEASE:

1. RIGHT OF CARRIAGEWAY 6 WIDE VIDE DP 267114
2. EASEMENT FOR DRAINAGE 5 WIDE VIDE DP 267445

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8056/13

Warning: Crossing or Folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3⁴ sheet(s)

Registered:



20.8.2015

Office Use Only

se Only

DP1208903

PLAN OF SUBDIVISION OF
LOTS 1 AND 2 IN DP 858174

Subdivision Certificate No:35/2015.....

Date of Endorsement:16 JUNE 2015.....

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

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

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

GRAHAME SMITH

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

(Signature) _____ Tier Three Attorney

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

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

Signature of witness _____

Name of witness **NARDA ROSSINI**

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

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

CERTIFIED AS CORRECT FOR THE PURPOSE
OF THE REAL PROPERTY ACT 1900 BY

~~Executed on behalf of~~
Jolyn Place Pty Ltd
ACN 164 981 711

Jean Nassif
Sole Director / Secretary

I certify that the person signing
opposite, with whom I am personally
acquainted or as to whose identity
I am otherwise satisfied, signed
instrument in my presence.

Signature of _____
Witness:

name of **Arison Henry**
Witness:

Address at **8-12 Chifley Square**
Witness: **Sydney NSW 2000**

Telephone number
of witness: **9210 6765**

Certified correct for the purposes of
the Real Property Act 1900 by the
person named below who signed
this instrument pursuant to the
power of attorney specified:

Signature of attorney: _____
Attorney's name: **Rosemary Croydon**
Signing on behalf of **overland consolidated**
of: **Pty Limited**
ACN 059 642 867
Power of Attorney: **BK 4688 No. 668**

Signature of Attorney: _____
Attorney's name: **Rosemary Croydon**
Signing on behalf of **magid Enterprises Pty**
of: **Limited ACN 120212559**
Power of Attorney: **BK 4688 No. 665**

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: **8056/13**

PLAN FORM 6A (2012)

WARNING: Crossing or Folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



20.8.2015

Office Use Only

se Only

DP1208903

**PLAN OF SUBDIVISION OF
LOTS 1 AND 2 IN DP 858174**

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

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

Subdivision Certificate No:

Date of Endorsement:

*Certified correct for the purposes of the Real Property Act 1900(NSW) and
Executed for and on behalf of
Fire and Rescue New South Wales*

By:

Commissioner Greg Mullins AFPM

Date:

In the presence of:

Signature of witness

SANDRA GARCIA

Print name of witness

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE:

8056/13

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.

(Sheet ¹⁸ of 18 sheets)



DP1208903 B

Plan of Subdivision of Lots 1 and 2 in DP858174
 covered by Subdivision Certificate
 No. 35/2015

Full name and address Jolyn Place Pty Ltd A.C.N.164 981 711 of 121 Majors Bay Road,
of the owner of the Concord 2137
land:

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction on the Use of Land or covenant referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	Easement for Services affecting the whole of the lot [F]	Lot 1 Lot 1	Lot 2 That part of Lot 3 shown as 'A' on the Plan
2	Right of vehicular access variable width limited in stratum [S]	Lot 1 Lot 1	Lot 2 That part of Lot 3 shown as 'A' on the Plan
3	Right of vehicular access variable width limited in stratum [T]	Lot 1	That part of Lot 3 shown as 'A' on the Plan
4	Right of access for garbage services variable width limited in stratum [G]	Lot 1 Lot 1	Lot 2 That part of Lot 3 shown as 'A' on the Plan
5	Easement for temporary emergency egress variable width limited in stratum [P]	Lot 2 Lot 3	Lot 1 Lot 1
6	Easement for temporary crane access affecting the whole of the lot [H]	Lot 1 Lot 1 Lot 2	Lot 2 Lot 3 Lot 3
7	Easement for drainage 4 wide [Q]	Lot 3 Lot 4	Council Council
8	Easement for drainage 4 wide and variable width [E]	Lot 3	Council
9	Easement for temporary access for development works affecting the whole of the lot [J]	Lot 1 Lot 2 Lot 3	Lot 2 and 3 Lot 1 and 3 Lot 1 and 2

.....
 Council authorised person

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.

(Sheet ~~2~~¹⁸ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction on the Use of Land or covenant referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	Right of carriageway 6 wide DP267114	1/858174	Fire and Rescue New South Wales
2	Easement for drainage 5 wide created by DP 267445	1/858174	2/858174

Part 2 (Terms)

1. Terms of easement for Services affecting the whole lot numbered 1 on the Plan

- a. The registered proprietors of the Lot Benefitted has at all times the unrestricted right to use the Lot Burdened to provide Services to or from the Lot Benefitted and may do anything reasonably necessary for that purpose, including without limitation:
 - i. constructing, erecting, laying, installing, attaching or placing pipes, wires and conduits on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
 - ii. entering the Lot Burdened in such manner as is reasonable in the circumstances;
 - iii. remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
 - iv. taking anything on to the Lot Burdened for purposes associated with the rights and under this easement; and
 - v. carrying out work to the Lot Burdened for purposes associated with the rights under this easement including the right:
 - A. to lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and
 - B. to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.
- b. In exercising the powers conferred by this easement, the registered proprietor of the Lot Benefitted must:
 - i. ensure that all work is done properly;
 - ii. cause as little inconvenience as is practicable to the registered proprietor and any lawful occupier of the Lot Burdened;
 - iii. restore the Lot Burdened as nearly as is practicable to its former condition; and
 - iv. must make good any collateral damage.



.....
Council authorised person

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.

(Sheet ~~3~~¹³ of 18 sheets)

Plan: **DP1208903**

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

- c. The rights in and obligations on the registered proprietor of the Lot Benefitted in this easement extend to every Authorised Person.
- d. Subject to clause 1[b], the registered proprietor of the Lot Burdened must at its cost maintain the site of the easement.
- e. Name of the person or authority having the power to release, vary or modify the easement is the registered proprietor of the Lot Benefitted.

2. Terms of right of vehicular access variable width limited in stratum numbered 2 on the Plan

- a. A right of vehicular access for the registered proprietor of the Lot Benefitted and each Authorised Person at all times to pass across the Lot Burdened but only within the site of the easement, with or without vehicles, to get to and from the Lot Benefitted to Galara Road.
- b. In exercising those powers, the registered proprietor of the Lot Benefitted and each Authorised Person must:
 - i. cause as little inconvenience as is practicable to the registered proprietors and lawful occupiers of the Lot Burdened;
 - ii. cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - iii. [if they cause any damage] restore the Lot Burdened as nearly as is practicable to its former condition.
- c. Users of the right of vehicular access may not park any vehicle, or leave any plant, equipment or other belongings, on the Lot Burdened at any time.
- d. The cost for maintenance and repair of the Garage Equipment will be borne as follows:
 - i. Initially, 100% by the registered proprietor of Lot 1;
 - ii. When the building to be built on Lot 2 is completed and access to the site of the easement is available, the proportion of the registered proprietor of Lot 1 will change to 68% and the registered proprietor of Lot 2 will contribute 32%. Notice from the registered proprietor of Lot 1 about the date the easement is available will be prima facie proof of that fact;
 - iii. When the building to be built on that part of Lot 3 benefitted by the easement is completed and access to the site of the easement is available, the proportion of the registered proprietor of Lot 1 will change to 32%, and the registered proprietor of Lot 2 will contribute 32% and the registered proprietor of that part of Lot 3 benefitted by the easement will contribute 36%. Notice



.....
Council authorised person

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.

(Sheet ¹⁸ 4 of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

from the registered proprietor of Lot 1 about the date the easement is available will be prima facie proof of that fact;

- iv. The registered proprietors of Lot 1, Lot 2 and that part of Lot 3 benefitted by the easement may from time to time vary the terms for payment of maintenance and repair for the Garage Equipment by mutual consent.
- e. The registered proprietor of Lot 1:
 - i. must maintain and repair the garage equipment in a good and safe condition and working order and pay for the costs of repair and maintenance of the Garage Equipment on or before the due date; and
 - ii. may from time to time seek contributions for payment of the cost for maintenance and repair of the Garage Equipment from the registered proprietors of Lot 2 and that part of Lot 3 benefitted by the easement by giving them copies of relevant tax invoices for the maintenance and repairs. The registered proprietors of Lot 2 and that part of Lot 3 benefitted by the easement must pay their contribution for the maintenance and repairs within 28 days after receipt of the tax invoices.
- f. Despite clause 2[e][ii], if any Garage Equipment is damaged by an owner or occupier of Lot 2, or that part of Lot 3 benefitted by the easement, then the register proprietor of that Lot must pay for the cost of repair of that damage.
- g. Despite clause 2[e][ii]:
 - i. if a registered proprietor reasonably believes that the cost claimed for maintenance and repair of the Garage Equipment by the registered proprietor of Lot 1 is not correct, or is unreasonable, then each of the registered proprietors must endeavour in good faith to resolve the dispute before they take any action in relation to the dispute;
 - ii. if the registered proprietors cannot resolve the dispute within 28 days:
 - A. a registered proprietor may at any time notify the other registered proprietor of Lot 1 and Lot 2 and that part of Lot 3 benefitted by the easement, of the dispute;
 - B. a registered proprietor may submit the dispute for decision by an appropriate expert given the nature and subject of the dispute, agreed upon by the registered proprietors of Lot 1 and Lot 2 and that part of Lot 3 benefitted by the easement. If they cannot agree on an expert within 14 days, either registered proprietor may request the President of the Law Society of NSW to appoint an appropriate expert given the nature and subject of the dispute;



.....
Council authorised person

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.

(Sheet ~~5~~¹⁸ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate
No.

- C. The expert acts as an expert and not as an arbitrator and except as to matters of law, the expert's decision including any decision about a cost arising from the dispute, is final and binding on each registered proprietor. The registered proprietors may make submissions to the expert about the dispute and costs;
- D. The registered proprietors must co-operate with the expert and promptly provide the expert with relevant information in their possession or control;
- E. The expert will be engaged to provide a written determination with reasons; and
- F. A registered proprietor is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this clause.

- iii. The registered proprietor of Lot 1 may recover the contributions from the registered proprietors of Lot 2 and that part of Lot 3 benefitted by the easement which is agreed or determined under his instrument as a liquidated debt due on demand.

- h. Name of the persons having the power to release, vary or modify this easement are the registered proprietors of Lot 1, Lot 2 and that part of Lot 3 benefitted by the easement, from time to time.

3. Terms of right of vehicular access variable width limited in stratum numbered 3 on the Plan

- a. A right of vehicular access for the registered proprietor of the Lot Benefitted and each Authorised Person at all times to pass across the Lot Burdened but only within the site of the easement, with or without vehicles, to get to and from the Lot Benefitted to Galara Road.
- b. In exercising those powers, the registered proprietor of the Lot Benefitted and each Authorised Person must:
 - i. cause as little inconvenience as is practicable to the registered proprietors and lawful occupiers of the Lot Burdened;
 - ii. cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - iii. [if they cause any damage] restore the Lot Burdened as nearly as is practicable to its former condition.
- c. Users of the right of vehicular access may not park any vehicle, or leave any plant, equipment or other belongings, on the Lot Burdened at any time.



.....
Council authorised person

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.

(Sheet ¹⁸~~6~~ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

d. The cost for maintenance and repair of the Garage Equipment will be borne as follows:

- i. Initially, 100% by the registered proprietor of Lot 1;
- ii. When the building to be built on Lot 2 is completed and access to the site of the easement is available, the proportion of the registered proprietor of Lot 1 will change to 68% and the registered proprietor of Lot 2 will contribute 32%. Notice from the registered proprietor of Lot 1 about the date the easement is available will be prima facie proof of that fact;
- iii. When the building to be built on that part of Lot 3 benefitted by the easement is completed and access to the site of the easement is available, the proportion of the registered proprietor of Lot 1 will change to 32%, and the registered proprietor of Lot 2 will contribute 32% and the registered proprietor of that part of Lot 3 benefitted by the easement will contribute 36%. Notice from the registered proprietor of Lot 1 about the date the easement is available will be prima facie proof of that fact;
- iv. The registered proprietors of Lot 1, Lot 2 and that part of Lot 3 benefitted by the easement may from time to time vary the terms for payment of maintenance and repair for the Garage Equipment by mutual consent.

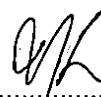
e. The registered proprietor of Lot 1:

- i. must maintain and repair the garage equipment in a good and safe condition and working order and pay for the costs of repair and maintenance of the Garage Equipment on or before the due date; and
- ii. may from time to time seek contributions for payment of the cost for maintenance and repair of the Garage Equipment from the registered proprietors of Lot 2 and that part of Lot 3 benefitted by the easement by giving them copies of relevant tax invoices for the maintenance and repairs. The registered proprietors of Lot 2 and that part of Lot 3 benefitted by the easement must pay their contribution for the maintenance and repairs within 28 days after receipt of the tax invoices.

f. Despite clause 3[e][ii], if any Garage Equipment is damaged by an owner or occupier of Lot 2, or that part of Lot 3 benefitted by the easement, then the registered proprietor of that Lot must pay for the cost of repair of that damage.

g. Despite clause 3[e][ii]:

- i. if a registered proprietor reasonably believes that the cost claimed for maintenance and repair of the Garage Equipment by the registered proprietor of Lot 1 is not correct, or is unreasonable, then each of the registered proprietors must endeavour in good faith to resolve the dispute before they take any action in relation to the dispute;



.....
Council authorised person

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.

(Sheet ~~7~~¹⁸ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

- ii. if the registered proprietors cannot resolve the dispute within 28 days:
 - A. a registered proprietor may at any time notify the other registered proprietor of Lot 1 and Lot 2 and that part of Lot 3 benefitted by the easement, of the dispute;
 - B. a registered proprietor may submit the dispute for decision by an appropriate expert given the nature and subject of the dispute, agreed upon by the registered proprietors of Lot 1 and Lot 2 and that part of Lot 3 benefitted by the easement. If they cannot agree on an expert within 14 days, either registered proprietor may request the President of the Law Society of NSW to appoint an appropriate expert given the nature and subject of the dispute;
 - C. The expert acts as an expert and not as an arbitrator and except as to matters of law, the expert's decision including any decision about a cost arising from the dispute, is final and binding on each registered proprietor. The registered proprietors may make submissions to the expert about the dispute and costs;
 - D. The registered proprietors must co-operate with the expert and promptly provide the expert with relevant information in their possession or control;
 - E. The expert will be engaged to provide a written determination with reasons; and
 - F. A registered proprietor is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this clause.
- iii. The registered proprietor of Lot 1 may recover the contributions from the registered proprietors of Lot 2 and that part of Lot 3 benefitted by the easement which is agreed or determined under his instrument as a liquidated debt due on demand.
- h. Name of the persons having the power to release, vary or modify this easement are the registered proprietors of Lot 1, Lot 2 and that part of Lot 3 benefitted by the easement, from time to time.

4. Terms of right of access for garbage services variable width limited in stratum numbered 4 on the Plan

- a. A right of access for the registered proprietors of the Lot Benefitted and each Authorised Person to pass across the Lot Burdened but only within the site of the easement to get to or from the Lot Benefitted with or without vehicles at all times for the purpose of transporting, storing and removing rubbish and waste from the Lot Benefitted.



.....
Council authorised person

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.

(Sheet ⁸~~12~~ of ¹⁸~~19~~ sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

- b. The registered proprietor of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- c. In exercising those powers, the registered proprietors of the Lot Benefitted and each Authorised Person:
 - i. must comply with applicable laws and development approvals reasonable rules made by the registered proprietor of the Lot Burdened concerning the use of the site of the easement;
 - ii. must cause as little inconvenience as is practicable to the registered proprietor and any lawful occupier of the Lot Burdened;
 - iii. must cause as little damage as is practicable to the lot burdened and any improvement on it;
 - iv. [if they cause any damage] must restore the lot burdened as nearly as is practicable to its former condition; and
 - v. may park vehicles in the site of the easement but only for the purpose of transporting and storing garbage and only for as long as is reasonably necessary for that purpose.
- d. Subject to clause 4[c], the registered proprietor of the Lot Burdened must at its cost maintain the site of the easement.
- e. Name of the person or authority having the power to release, vary or modify the easement is the registered proprietor of the Lot Benefitted.

5.

Terms of easement for ^{temporary} emergency egress variable width limited in stratum numbered 5 on the Plan

- a. The registered proprietors of the Lot Benefitted and each Authorised Person have the unrestricted right to go, pass and repass at all times over the site of the easement on the Lot Burdened to and from the Lot Benefitted for all lawful purposes in respect of emergency egress.
- b. The registered proprietor of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- c. In exercising those powers, the registered proprietors of the Lot Benefitted and each Authorised Person must:
 - i. comply with applicable laws and development approvals and any Strata Document and rules made by the registered proprietor of the Lot Burdened concerning the use of the site of the easement;



.....
Council authorised person

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.

(Sheet ⁹~~8~~ of ¹⁸~~19~~ sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

- ii. cause as little inconvenience as is practicable to the registered proprietor and any lawful occupier of the Lot Burdened;
- iii. cause as little damage as is practicable to the lot burdened and any improvement on it; and
- iv. [if they cause any damage] restore the lot burdened as nearly as is practicable to its former condition.
- d. Subject to clause 5[c], the registered proprietor of the Lot Burdened must at its cost maintain the site of the easement.
- e. Name of the person or authority having the power to release, vary or modify the easement is the registered proprietor of the Lot Benefitted.
- f. It is intended that this easement will be a right for temporary emergency egress over the Lot Burdened, and it will be released when a permanent right for emergency egress over Lot 2 and Lot 3 in the Plan is created on completion of the buildings intended to be erected on Lot 2 and Lot 3 in the Plan. The registered proprietors of the Lots Benefitted must release the easement upon receipt of written notice from the registered proprietors of the Lots Burdened that the new permanent easement has been created.

6. Terms of easement for ^{temporary} crane access affecting the whole of the Lot numbered 6 in the Plan

- a. A right of crane access for the registered proprietor of the Lot Benefitted and each Authorised Person to gain access to the air space above the Lot Burdened as reasonably required to permit the crane of the registered proprietor of the Lot Benefitted to swing through the air space above the Lot Burdened whilst development works are undertaken by or on behalf of the registered proprietor of the Lot Benefitted on or in the vicinity of the Lot Benefitted.
- b. The right of crane access will end on the earlier of the date that the development on the Lot Benefitted is completed and the date that the registered proprietor of the Lot Benefitted no longer requires crane access to the air space above the Lot Burdened.
- c. In exercising those rights, the registered proprietor of the Lot Benefitted and each Authorised Person must:
 - i. cause as little inconvenience as is practicable to the registered proprietor and any lawful occupier of the Lot Burdened;
 - ii. cause as little damage as is practicable to the Lot Burdened and any improvement on it;



.....
Council authorised person

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.

(Sheet ¹⁰~~8~~ of ¹⁸~~18~~ sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
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No.

- iii. [if they cause any damage] restore the Lot Burdened as nearly as is practicable to its former condition;
- iv. operate the crane in a proper and workmanlike manner and in accordance with good building practice and industry standards and relevant laws; and
- v. maintain (or procure its contractor to maintain) public liability insurance for at least \$10,000,000 for any single event and constructors all risk insurance covering its access over the Lot Burdened.
- d. The registered proprietor of the Lot Burdened acknowledges and agrees that the rights granted under this easement are fundamental to the registered proprietor of the Lot Benefitted being able to successfully complete its developments on the Lots Benefitted and a breach of this easement by the registered proprietor of the Lot Burdened [for instance by refusing access or interfering with access] may not be adequately compensated by an award of damages, and the registered proprietor of the Lot Benefitted would therefore be entitled to seek equitable relief or injunctions to restrain a breach or threatened breach of this easement.
- e. Name of the person or authority having the power to release, vary or modify the easement is **Jolyn Place Pty Limited A.C.N.164 981 711**.

7. Terms of easement for drainage 4 wide numbered 7 on the Plan

- a. Easement to drain water as set out in Part III of Schedule IVA of the *Conveyancing Act 1919* [NSW] for drainage with the following additions:
 - i. The registered proprietor of the servient tenement hereby covenants with the body in whose favour this easement is created [hereinafter called the Body] that it will not do, permit or suffer any act, deed, matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Body and those authorised by the Body shall be prevented from or hampered in constructing, maintaining, repairing or cleansing the said line of pipes or any part thereof or interfere with the free flow and passage of soil or water through the said line of pipes and will not erect or permit to be erected any structure of any kind or description on that part of the lot hereby burdened; and
 - ii. The registered proprietor of the servient tenement from time to time herein indemnifies the Body from and against all actions, claims, demands, losses, damages, costs and expenses for which the Body shall or may become liable in respect of or arising from any failure of the pipeline within the servient tenement causing damage thereto and/or adjacent or surrounding properties.
- b. Name of the authority exclusively empowered with the right to release, vary or modify the easement: Council of the City of Sydney.



.....
Council authorised person

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.

(Sheet ¹¹~~10~~ of ¹⁸19 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

K 8.

Terms of easement for drainage 4 wide ^{and variable} numbered 8 on the Plan

- a. Easement to drain water as set out in Part III of Schedule IVA of the *Conveyancing Act 1919* [NSW] for drainage with the following additions:
 - i. The registered proprietor of the servient tenement hereby covenants with the body in whose favour this easement is created [hereinafter called the Body] that it will not do, permit or suffer any act, deed, matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Body and those authorised by the Body shall be prevented from or hampered in constructing, maintaining, repairing or cleansing the said line of pipes or any part thereof or interfere with the free flow and passage of soil or water through the said line of pipes and will not erect or permit to be erected any structure of any kind or description on that part of the lot hereby burdened; and
 - ii. The registered proprietor of the servient tenement from time to time herein indemnifies the Body from and against all actions, claims, demands, losses, damages, costs and expenses for which the Body shall or may become liable in respect of or arising from any failure of the pipeline within the servient tenement causing damage thereto and/or adjacent or surrounding properties.
- b. Name of the authority exclusively empowered with the right to release, vary or modify the easement: Council of the City of Sydney.
- c. The registered proprietor/s of the burdened lot and the Council acknowledge and agree that:
 - i. the easement is intended as a temporary easement only until such time as it is replaced by a new Easement for drainage granted in favour of the Council (on terms reasonably pre-approved by the Council) in connection with the construction of a permanent drainage connection over a new line of pipes between the southern end of the site of this easement through to Epsom Road that, in conjunction with the Easement for drainage 4 wide [Q] on the Plan, results in a drainage connection that flows from Galara Road to Epsom Road;
 - ii. the Council must release this easement on receipt of written notice that:
 - (A) construction of the permanent drainage connection between the southern end of the site of this easement through to Epsom Road that, in conjunction with the Easement for drainage 4 wide [Q] in the Plan, results in a drainage connection that flows from Galara Road to Epsom Road, has been completed in accordance with the development consent and the Planning Agreement for that work to the satisfaction of Council; and



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Council authorised person

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.

(Sheet ~~12~~¹⁸ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

either:

(B) the replacement Easement for drainage described in paragraph 8[c][i] has been registered on title for the burdened lot at Land and Property Information NSW; or

(C) the land containing the permanent easement has been dedicated to Council in accordance with the Planning Agreement; and

iii. they must each do all things necessary at the cost of the registered proprietor/s of the burdened lot to release this easement.

d. Name of the authority exclusively empowered with the right to release, vary or modify the easement referred to: Council.

9. Terms of easement for temporary access for development works affecting the whole of the Lot numbered 9 on the Plan

(a) In this instrument:

(i) **Development** means the property development project known as Rosebery Park located at Epsom Road and Dalmeny Avenue, Rosebery NSW carried out or to be carried by or on behalf of the Developer, and any successor in title.

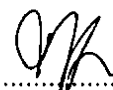
(ii) **Developer** means **Jolyn Place Pty Ltd A.C.N.164 981 711** and its successors in title of a lot in the Plan.

(iii) **Works** means the works reasonably necessary to be carried out by or on behalf of the Developer to construct and complete the Development.

(b) A right of access for the registered proprietor of the Lot Benefitted and each Authorised Person to:

(i) gain access to, and pass and repass over, the Lot Burdened use the lot burdened for the purpose of carrying out any Work on the Development, which in the reasonable opinion of the registered proprietor of the Lot Benefitted or their Authorised Person, cannot otherwise be reasonably, or more easily or expeditiously, carried out; and

(ii) do anything reasonably necessary for that purpose, including:



.....
Council authorised person

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.

(Sheet ~~13~~ ¹⁸ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

- (A) entering the Lot Burdened, with or without vehicles, plant and equipment; and
- (B) taking anything on to the Lot Burdened.
- (iii) In exercising those powers, the registered proprietor of the Lot Benefitted and each Authorised Person must:
 - (A) ensure all work on the Lot Benefitted is done properly and carried out as quickly as is practicable;
 - (B) cause as little inconvenience as is practicable to the owners and any occupiers of the Lot Burdened;
 - (C) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
 - (D) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (E) make good any collateral damage.
- c. Subject to clause 9[b], the registered proprietor of the Lot Burdened must at its cost maintain the site of the easement.
- d. Name of the person or authority having the power to release, vary or modify the easement is **Jolyn Place Pty Limited A.C.N.164 981 711**.

10. Interpretation and defined terms used in this instrument

In this instrument:

Authorised Person means any person authorised by the Council, a registered proprietor of a Lot, or an Owners Corporation, to use or enjoy the benefits of an easement in this instrument.

Council means the Council of the City of Sydney ABN 22 636 550 790 or any successor as the local government authority having responsibility for the burdened lot/s.

Garage Equipment means the following garage equipment installed and maintained in the building on the Common Property from time to time that is intended to be used by owners and occupiers of the Strata Scheme, owners of Lots Benefitted and Authorised Persons under the easements in clause 3 and 4 of this instrument:

- a. the roller shutter door and related machinery, electrical plant and equipment; and



.....
Council authorised person

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.

(Sheet ~~14~~¹⁸ of ~~18~~¹⁸ sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate
No.

- b. security devices and intercom systems used in conjunction with the roller shutter door.

Lot Benefited means the whole or the relevant part of a Lot having the benefit of an easement or restriction or covenant under this instrument.

Lot Benefited means the whole or the relevant part of a Lot having the burden of an easement or restriction or covenant under this instrument.

Plan means the registered plan in respect of which this instrument has been registered.

Services means utility services including telephone, communications, electricity, gas, water, sewage and drainage services.

The cost to release, vary or modify an easement, restriction or covenant contained in this instrument must be paid for by the person requesting the release, variation or modification.

If part or all of the a Lot Burdened or a Lot Benefitted is or becomes the subject of a strata scheme after the date this instrument is registered, reference to 'registered proprietor' includes the then current registered proprietor of that part of the strata scheme, which may be the owners corporation of the strata scheme, or any owner or owner of lots in the strata scheme, or both, as the case may be.



.....
Council authorised person

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.

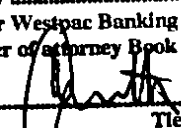
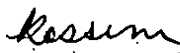
(Sheet ~~16~~ of ¹⁸ sheets)

Plan: **DP1208903**

Plan of Subdivision of Lots 1 and 2 in DP858174 covered by Subdivision Certificate

No.

Westpac Banking Corporation

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee	
GRAHAME SMITH	
SIGNED byas attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332	
(Signature)	
Tler Three Attorney	
By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.	
I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.	
Signature of witness	
Name of witness	NARDA ROSSINI
Address of witness	Level 3, 275 Kent St Sydney NSW 2000
S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	



.....
Council authorised person

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.

(Sheet ¹⁸ 17 of 19 sheets)

Plan: **DP1208903**

Plan of Subdivision of Lots 1 and 2 in DP858174 covered by Subdivision Certificate

No.

Certified as correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person/s whose signature/s appear/s below in accordance with s.127 of the Corporations Act 2001:

Overland Consolidated Pty Limited
A.C.N. 300 964 123
Name of Corporation

Signature of secretary

Signature of director/secretary

Name [print]

Name [print]

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

Signature of witness:

Name of witness: Alison Henry

Address of witness: 8-12 Chifley Square, Sydney

Telephone number of NSW 2000

witness: 9210 6765

Certified correct for the purpose of the Real Property Act 1900 by the person named below who signed this instrument pursuant to the power of attorney specified

Signature of attorney:

Attorney's name: Rosemary Croydon
Signing on behalf of: Overland Consolidated Pty Limited ACN059642 867
of:

Power of Attorney: BK 4688 no 668

Signature of attorney:

Attorney's name: Rosemary Croydon
Signing on behalf of: Magia Enterprises Pty Limited ACN 120 272 559
Power of Attorney: BK 4688 NO. 665

Council authorised person

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.

(Sheet ¹⁸ of 18 sheets)

Plan: DP1208903

Plan of Subdivision of Lots 1 and 2 in DP858174
covered by Subdivision Certificate

No.

New South Wales Fire and Rescue

*Certified correct for the purposes of the Real Property Act 1900(NSW) and
Executed for and on behalf of
Fire and Rescue New South Wales*

By:


.....
Commissioner Greg Mullins AFSM

Date:

In the presence of:


.....
Signature of witness


.....
SANDRA GARCIA
Print name of witness

REGISTERED



20.8.2015



.....
Council authorised person

Form: 20EV
Release: 4-1

VARIATION OF EASEMENT

New South Wales

Section 47(5A) Real Property Act 1900



AN404810J

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**

Servient Tenement CP/SP92041	Dominant Tenement CP/SP92181
---------------------------------	---------------------------------

(B) **EASEMENT
VARIED**

Number of Easement Item 1 in DP1208903	Nature of Easement Easement for Services
---	---

(C) **LODGED BY:**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Toplace Pty Ltd 121 Majors Bay Road, Concord NSW 2137 Tel: 9747 0950 Reference: MF:16.28	CODE EV
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23 AUG 2019

(D) **APPLICANT (1)**

Registered proprietor of the servient tenement The Owners - Strata Plan No.92041

(E) **APPLICANT (2)**

Registered proprietor of the dominant tenement The Owners - Strata Plan No.92181

- (F) The applicants, having varied the above easement as set out in annexure A hereto, apply to have the
(G) variation recorded on the relevant Torrens Title(s).
(H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked N/A
DATE 21/12/2017

- (I) I certify that I am an eligible witness and that an authorised officer of the registered proprietor of the servient tenement signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure B
Address of witness:

Authorised officer's name: See Annexure B
Authority of officer:
Signing on behalf of:

I certify that I am an eligible witness and that an authorised officer of the registered proprietor of the dominant tenement signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure B
Address of witness:

Authorised officer's name: See Annexure B
Authority of officer:
Signing on behalf of:

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

Certified correct for the purposes of the Real Property Act 1900 by the under No. shown on folio of the Register
Signature of the NOT APPLICABLE

Signature of witness:

Name of witness:

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Annexure A to variation of easement

The Owners Corporation - Strata Plan 92041

The Owners Corporation - Strata Plan 92181

The Owners Corporation - Strata Plan 96883

Variation of terms of easements for Services numbered 1 in Deposited Plan 1208903

The terms of the easement are varied on and from the date of registration of this dealing to read as follows:

- a. The Lots burdened and benefitted by this easement are:

Lot Burdened	Lot Benefitted
CP/SP92041	CP/SP92181
CP/SP92041	CP/SP96883

- b. The registered proprietors of the Lot Benefitted has at all times the unrestricted right to use the Lot Burdened to provide Services to or from the Lot Benefitted and may do anything reasonably necessary for that purpose, including without limitation:
- constructing, erecting, laying, installing, attaching or placing pipes, wires and conduits on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
 - entering the Lot Burdened in such manner as is reasonable in the circumstances;
 - remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
 - taking anything on to the Lot Burdened for purposes associated with the rights and under this easement; and
 - carrying out work to the Lot Burdened for purposes associated with the rights under this easement including the right:
 - to lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and
 - to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.
- c. In exercising the powers conferred by this easement, the registered proprietor of the Lot Benefitted must:
- ensure that all work is done properly;
 - cause as little inconvenience as is practicable to the registered proprietor and any lawful occupier of the Lot Burdened;
 - restore the Lot Burdened as nearly as is practicable to its former condition; and
 - must make good any collateral damage.
- d. The rights in and obligations on the registered proprietor of the Lot Benefitted in this easement extend to every Authorised Person.
- e. Subject to clause [b], the registered proprietor of the Lot Burdened must at its cost maintain the site of the easement.

- f. [Subject to clause [g]], the cost of operating, maintaining and repairing Services belonging to a Lot Benefitted that are located in that Lot Burdened must be paid for by the registered proprietor of that Lot Benefitted.
- g. If a Service is shared by more than one Lot, the cost for the use, consumption, operation, maintenance, replacement and repair of that Service, as well as reasonable administrative costs [such as strata and building management fees and cleaning costs] will be borne as follows:
- i. on and from the date of this dealing, 47% is payable by the registered proprietor of CP/SP92041 and 53% is payable by the registered proprietor of CP/SP92181;
 - ii. on and from the date that the building to be built on CP/SP96883 is occupied and the Service is used by that building:
 - A. the proportion of the cost for the registered proprietor of CP/SP92041 will change to 28%;
 - B. the proportion of the cost for the registered proprietor of CP/SP92181 will change to 34%; and
 - C. the proportion of the cost for the registered proprietor of CP/SP96883 will be 38%; and
 - D. that the percentage of the shared costs is to be reviewed every 3 years for any required amendments.
- h. The registered proprietor of CP/SP92041:
- i. must maintain, replace and repair the Services located within its building in a good and safe condition and working order and pay for the cost of the operation, maintenance, replacement and repair of the Services on or before the due date; and
 - ii. may from time to time seek contributions for payment of the cost for the use, consumption, operation, maintenance, replacement and repair of the Services from the registered proprietors of CP/SP92181 and, in the proportions set out in clause [g], by giving them copies of relevant tax invoices for the use, consumption, operation, maintenance, replacement and repair. The registered proprietors of CP/SP92181 and CP/SP96883 must pay their contribution for the maintenance and repairs within 28 days after receipt of the tax invoices.
- i. Despite clause [h], if any Service is damaged by an owner or occupier of CP/SP92181 or CP/SP96883, then the registered proprietor of that Lot must pay for the cost of repair of that damage.
- j. Despite clause [h]:
- i. if a registered proprietor reasonably believes that the cost claimed for the use, consumption, operation, maintenance, replacement and repair of the Services by the registered proprietor of CP/SP92041 is not correct, or is unreasonable, then each of the registered proprietors must endeavour in good faith to resolve the dispute before they take any action in relation to the dispute;
 - ii. if the registered proprietors cannot resolve the dispute within 28 days:
 - A. a registered proprietor may at any time notify the other registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883, of the dispute;
 - B. a registered proprietor may submit the dispute for decision by an appropriate expert given the nature and subject of the dispute, agreed upon by the registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883. If they cannot agree on an expert within 14 days, either registered proprietor may request the President of the Law Society of NSW to appoint an appropriate expert given the nature and subject of the dispute;

- C. The expert acts as an expert and not as an arbitrator and except as to matters of law, the expert's decision including any decision about a cost arising from the dispute, is final and binding on each registered proprietor. The registered proprietors may make submissions to the expert about the dispute and costs;
 - D. The registered proprietors must co-operate with the expert and promptly provide the expert with relevant information in their possession or control;
 - E. The expert will be engaged to provide a written determination with reasons; and
 - F. A registered proprietor is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this clause.
- iii. The registered proprietor of CP/SP92041 may recover the contributions from the registered proprietors of CP/SP92181 and CP/SP96883 which is agreed or determined under this dealings as a liquidated debt due on demand.
- k. In relation to the cost of New South Wales Fire and Rescue call out fees for fire alarms, that cost will be paid for by the relevant strata schemes jointly in the proportions set out in clause [g] unless an owner or occupier of a strata scheme was responsible for negligently or wilfully setting off the alarm, in which case the strata scheme that the owner or occupier resides in is responsible for 100% of the call out fee.
 - l. The registered proprietor of CP/SP96883 must install water sub-meters for Buildings GH and EF at Rosebery Park to enable reading of water usage by their strata scheme.
 - m. The cost to release, vary or modify and easement, restriction or covenant contained in this instrument must be paid for by the person requesting the release, variation or modification.
 - n. If part or all of the a Lot Burdened or a Lot Benefitted is or becomes the subject of a strata scheme after the date this instrument is registered, reference to 'registered proprietor' includes the then current registered proprietor of that part of the strata scheme, which may be the owners corporation of the strata scheme, or any owner or owner of lots in the strata scheme, or both, as the case may be.
 - o. In this easement:
 - Authorised Person** means any person authorised by a registered proprietor of a Lot Benefitted, or an Owners Corporation, to use or enjoy the benefits of an easement in this instrument.
 - Lot Benefitted** means the whole or the relevant part of a Lot having the benefit of an easement or restriction or covenant under this instrument.
 - Lot Burdened** means the whole or the relevant part of a Lot having the burden of an easement or restriction or covenant under this instrument.
 - Services** means utility services including fire monitoring, telephone, communications, electricity, gas, water, sewage, drainage services and the cleaning of all shared areas and facilities, garbage storage and disposal.
 - p. Name of the persons having the power to release, vary or modify this easement are the registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883, from time to time, acting jointly not severally.

Annexure B

This is the Annexure B to Form 20EV Variation of Easement dated

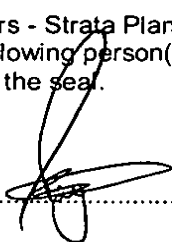
21/12/17

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No SP92041 was affixed on 27/11/17 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:

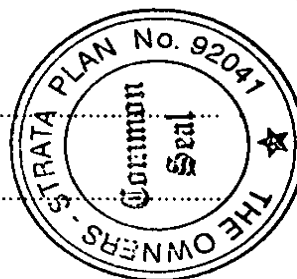


Name:

Franck Vigouroux

Authority:

Strata Manager



Signature:

Name:

Authority:

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No SP92181 was affixed on 27 November 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:

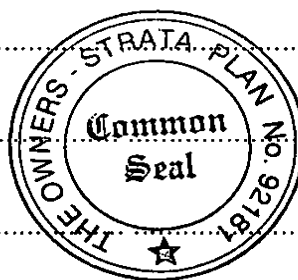


Name:

Franck Vigoureux

Authority:

Strata Manager



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 27 November 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 92181 was affixed on 27 November 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

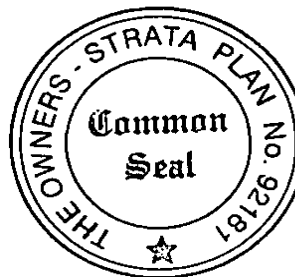


Name

Franck Vigoroux

Authority

Strata Manager



Approved Form 13

Certificate of Owners Corporation

Special Resolution

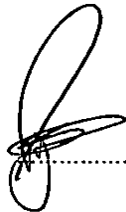
The owners corporation certifies that on 27 November 2017, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate.

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 92041 was affixed on 27 November 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

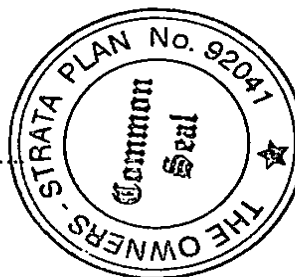


Name

Franck Vigoroux

Authority

Strata Manager



Form: 20EV
Release: 4-1

VARIATION OF EASEMENT

New South Wales

Section 47(5A) Real Property Act 1900



AN404809S

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**

Servient Tenement CP/SP92041	Dominant Tenement CP/SP92181
---------------------------------	---------------------------------

(B) **EASEMENT
VARIED**

Number of Easement Item 2 in DP1208903	Nature of Easement Right of Vehicular Access
---	---

(C) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Toplace Pty Ltd 121 Majors Bay Road, Concord NSW 2137 Tel: 9747 0950 Reference: MF:16.28	CODE EV
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23 AUG 2019
(D) **APPLICANT (1)**
2.45

Registered proprietor of the servient tenement The Owners - Strata Plan No.92041

TIME (E) **APPLICANT (2)**

Registered proprietor of the dominant tenement The Owners - Strata Plan No.92181

- (F) The applicants, having varied the above easement as set out in annexure A hereto, apply to have the
(G) variation recorded on the relevant Torrens Title(s).
(H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked N/A

DATE 21/12/17

- (I) I certify that I am an eligible witness and that an authorised officer of the registered proprietor of the servient tenement signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure A
Address of witness:

Authorised officer's name: See Annexure A
Authority of officer:
Signing on behalf of:

I certify that I am an eligible witness and that an authorised officer of the registered proprietor of the dominant tenement signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure A
Address of witness:

Authorised officer's name: See Annexure A
Authority of officer:
Signing on behalf of:

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

Certified correct for the purposes of the Real Property Act 1900 by the under No. shown on folio of the Register
Signature of the NOT APPLICABLE

Signature of witness:
Name of witness:
Address of witness:

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

Annexure A to variation of easement

The Owners Corporation - Strata Plan 92041

The Owners Corporation - Strata Plan 92181

The Owners Corporation - Strata Plan 96883

Variation of terms of easement for vehicular access numbered 2 in Deposited Plan 1208903

The terms of the easement are varied on and from the date of registration of this dealings to read as follows:

Lot Burdened	Lot Benefitted
CP/SP92041	CP/SP92181
CP/SP92041	CP/SP96883

- a. A right of vehicular access for the registered proprietor of the Lot Benefitted and each Authorised Person at all times to pass across the Lot Burdened but only within the site of the easement, with or without vehicles, to get to and from the Lot Benefitted to Galara Road.
- b. In exercising those powers, the registered proprietor of the Lot Benefitted and each Authorised Person must:
 - i. cause as little inconvenience as is practicable to the registered proprietors and lawful occupiers of the Lot Burdened;
 - ii. cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - iii. [if they cause any damage] restore the Lot Burdened as nearly as is practicable to its former condition.
- c. Users of the right of vehicular access may not park any vehicle, or leave any plant, equipment or other belongings, on the Lot Burdened at any time.
- d. If the use of any Garage Equipment is shared by more than one Lot, the cost for the use, operation, maintenance, replacement and repair of the Garage Equipment will be borne as follows:
 - i. on and from the date of this dealing, 47% is payable by the registrar proprietor of CP/SP92041 and 53% is payable by the registrar proprietor of CP/SP92181;
 - ii. When the building to be built on CP/SP96883 is completed and access to the site of the easement is available:
 - A. the proportion of the registered proprietor of CP/SP92041 will change to 29%;
 - B. the proportion of the registered proprietor of CP/SP92181 will change to 36%; and
 - C. the proportion of the registered proprietor of CP/SP96883 benefitted by the easement will be 35%; and
 - D. the percentage of the costs is to be reviewed every 3 years for any required amendments.
- e. The registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883 from time to time, may from time to time vary the terms for payment for use, operation, maintenance, replacement and repair of the Garage Equipment by mutual consent.
- f. The registered proprietor of CP/SP92041:

- i. must maintain, replace and repair the Garage Equipment in a good and safe condition and working order and pay for the cost of the operation, maintenance, replacement and repair of the Garage Equipment on or before the due date; and
 - ii. may from time to time seek contributions for payment of the cost for the use, operation, maintenance, replacement and repair of the Garage Equipment from the registered proprietors of CP/SP92181 and CP/SP96883, by giving them copies of relevant tax invoices for the use, operation, maintenance, replacement and repair. The registered proprietors of CP/SP92181 and CP/SP96883 must pay their contribution for the maintenance and repairs within 28 days after receipt of the tax invoices.
- g. Despite clause [g], if any Garage Equipment is damaged by an owner or occupier of CP/SP92181 or CP/SP96883, then the registered proprietor of that Lot must pay for the cost of repair of that damage.
- h. Despite clause [g]:
 - i. if a registered proprietor reasonably believes that the cost claimed for the use, operation, maintenance, replacement and repair of the Garage Equipment by the registered proprietor of CP/SP92041 is not correct, or is unreasonable, then each of the registered proprietors must endeavour in good faith to resolve the dispute before they take any action in relation to the dispute;
 - ii. if the registered proprietors cannot resolve the dispute within 28 days:
 - A. a registered proprietor may at any time notify the other registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883, of the dispute;
 - B. a registered proprietor may submit the dispute for decision by an appropriate expert given the nature and subject of the dispute, agreed upon by the registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883. If they cannot agree on an expert within 14 days, either registered proprietor may request the President of the Law Society of NSW to appoint an appropriate expert given the nature and subject of the dispute;
 - C. The expert acts as an expert and not as an arbitrator and except as to matters of law, the expert's decision including any decision about a cost arising from the dispute, is final and binding on each registered proprietor. The registered proprietors may make submissions to the expert about the dispute and costs;
 - D. The registered proprietors must co-operate with the expert and promptly provide the expert with relevant information in their possession or control;
 - E. The expert will be engaged to provide a written determination with reasons; and
 - F. A registered proprietor is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this clause.
 - iii. The registered proprietor of CP/SP92041 may recover the contributions from the registered proprietors of CP/SP92181 and CP/SP96883 which is agreed or determined under this dealings as a liquidated debt due on demand.
- k. In this easement:

Authorised Person means any person authorised by a registered proprietor of a Lot Benefitted, or an Owners Corporation, to use or enjoy the benefits of an easement in this instrument.

Garage Equipment means the following garage equipment installed and maintained in the building on the Common Property from time to time that is intended to be used by owners and occupiers of Strata Scheme 90241, Strata Scheme 92181 and Strata Scheme 96883 and Authorised Persons:

- i. Basement car park gate;
- ii. roller shutter door and related machinery, electrical plant and equipment;
- iii. electricity; and
- iv. security devices and intercom systems used in conjunction with the roller shutter door.

Lot Benefitted means the whole or the relevant part of a Lot having the benefit of an easement or restriction or covenant under this instrument.

Lot Burdened means the whole or the relevant part of a Lot having the burden of an easement or restriction or covenant under this instrument.

The cost to release, vary or modify an easement, restriction or covenant contained in this instrument must be paid for by the person requesting the release, variation or modification.

If part or all of the a Lot Burdened or a Lot Benefitted is or becomes the subject of a strata scheme after the date this instrument is registered, reference to 'registered proprietor' includes the then current registered proprietor of that part of the strata scheme, which may be the owners corporation of the strata scheme, or any owner or owner of lots in the strata scheme, or both, as the case may be.

- I. Name of the persons having the power to release, vary or modify this easement are the registered proprietors of CP/SP92041, CP/SP92181 and CP/SP96883, from time to time, acting jointly not severally

Annexure B

This is the Annexure B to Form 20EV Variation of Easement dated

.....21/12/17.....

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No SP92181 was affixed on **9/11** 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:

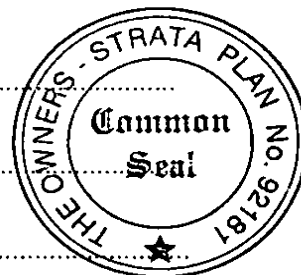


Name:

Franck Vigouroux

Authority:

Strata Manager



Signature:

Name:

Authority:

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No SP92041 was affixed on 27 November 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:

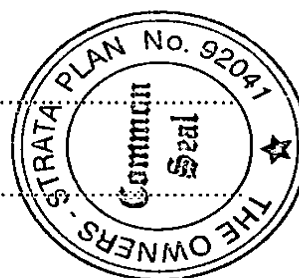


Name:

Franck Vigouroux

Authority:

Strata Manager



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 27 November 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 92041 was affixed on 27 November 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

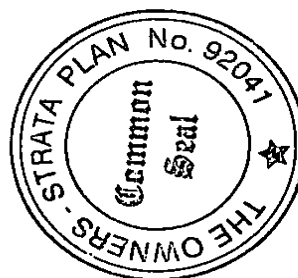


Name

Franck Vigoroux

Authority

Strata Manager



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 27 November 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 92181 was affixed on 27 November 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

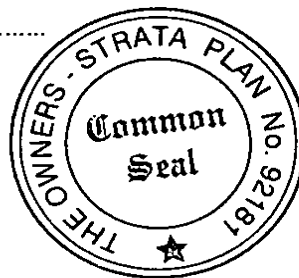


Name

Franck Vigoroux

Authority

Strata Manager





AM948466L

Time...10:49
Date...10/11/18
CSB3

RELODGED

Form: 20ECE
Release: 5-1

17 JAN 2018

TIME: 9:00

**CANCELLATION OR
EXTINGUISHMENT OF EASEMENT**

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

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	Servient Tenement CP/SP92041		Dominant Tenement CP/SP92181	
(B) EASEMENT CANCELLED/ EXTINGUISHED	Number of Easement Item 9 in DP1208903		Nature of Easement Temporary Access Development Works	
(C) LODGED BY	Document Collection Box iW	Name, Address or DX, Telephone, and Customer Account Number if any Toplace Pty Ltd 121 Majors Bay Road, Concord NSW 2137 Tel: 9747 0950 (Lchung@toplace.com.au) Reference: LC:16.28		CODE EC
(D) APPLICANT	The Owners - Strata Plan 92181			

(E) CANCELLATION Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the Torrens Title specified above, and annexes hereto (marked **A**) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated (an office copy of which is annexed marked) extinguishing the easement referred to above.

DATE

(F) Certified correct for the purposes of the Real Property Act 1900

and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: See Annexure A
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Annexure A

This is the Annexure A to Form 20ECE Cancellation or Extinguishment of Easement
dated 22/12/17

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 purchaser 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 SP92181 was affixed on 21/12/17
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: [Signature]

Name: Francis Vigouroux

Authority: Strata Manager



Approved Form 23

Attestation

The seal of The Owners - Strata Plan No SP92181 was affixed on 21/12/17
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:

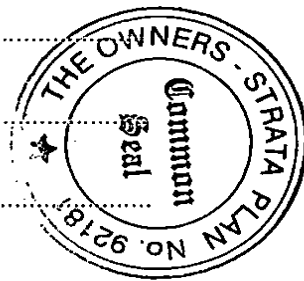


Name:

Franck Vigouroux

Authority:

Strata Manager



Approved Form 13

Certificate of Owners Corporation

Special Resolution

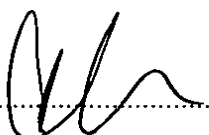
The Owners – Strata Plan No92181.....

The owners corporation certifies that on 10 January 2018 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 No92181..... was affixed on ^
.....10/1/18..... 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: Kathy Tran

Authority: Strata Manager



Lodger Details

Lodger Code 506206G
Name SARVAAS CIAPPARA LAWYERS
Address L 7, SE 702, 65 YORK ST
SYDNEY 2000
Lodger Box 1W
Email CIAPPARA@SCLAW.COM.AU
Reference 2224274

Land Registry Document Identification

AS545656

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

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Land Title Reference	Part Land Affected?	Land Description
CP/SP92181	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP92181
Other legal entity

Meeting Date

28/06/2022

Added by-law No.

Details SPECIAL BY-LAW 7 - CREATING A CAR SPACE - LOT 61

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP92181
Signer Name TISHA CHAN
Signer Organisation PARTNERS OF SARVAAS CIAPPARA LAWYERS
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022

ANNEXURE A

BYLAWS

SP92181

2-4 Galara St, Rosebery 2018

Consolidated October 2022



A handwritten signature in black ink, consisting of a stylized 'S' followed by a loop.

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1. Definitions and Interpretation

1.1 Definitions

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

- a) **Accessible Car Parking Space** means a parking space for people with mobility impairment that complies with the Building Code of Australia requirements.
- b) **Adaptable Unit** means a unit that can be adapted for use by people with mobility impairment that complies with the requirements of AS4299-1995.
- c) **Act** the Strata Schemes Management Act 1996;
- d) **Air Conditioning Unit** means the air conditioning system servicing a Lot including internal air conditioning unit or units, any condensers, , pipes, condensate drains, wires, fans and any other associated components existing at the time of registration of this plan;
- e) **Balcony** means that part of a Lot which is noted as "B" on the Strata Plan;
- f) **Building** the building on the Parcel known as Genesis;
- g) **by-laws** these by-laws;
- h) **Car Space** a part of a Lot which has been approved by the relevant consent authority for use as a car space;
- i) **Caretaker** means any person or corporation appointed under by-law 7, whether appointed by the Original Owner or the Owners Corporation;
- j) **Common Property** so much of the Parcel as from time to time is not comprised in any Lot;
- k) **Council** City of Sydney Council or its successor;
- l) **Courtyard** means that part of a Lot which is shown as "CY" on the Strata Pan;
- m) **Development Consent** means D/2012/1422 issued by Council as varied or amended;
- n) **Excluded Dog** means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998;
- o) **Executive Committee** means the Executive Committee of the Owners Corporation elected in accordance with the Act;
- p) **Fire Safety Device** any structure or device contained within a Lot or Common Property that:
 - i. monitors or signals the incidence of smoke, heat or fire within the Parcel;
 - ii. provides lighting in the case of smoke, heat or fire within the Parcel;
 - iii. controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
 - iv. extinguishes or decreases the spread of fire, smoke or heat through the Parcel;
or
 - v. is required by Law for fire safety or that otherwise improves fire safety;
- q) **Garbage Room** the garbage rooms located on the Common Property on each residential level of the Building;

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- r) **Government Agency** any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;
- s) **Law** includes:
 - vi. the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
 - vii. a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;
- t) **Lot** a lot in the Strata Plan;
- u) **Occupier** any person in lawful occupation of a Lot or any part of a Lot;
- v) **Original Owner** means Jolyn Place Pty Limited ACN 164 981 711;
- w) **Owner**:
 - i. except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in that Lot; or
 - ii. a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;
- x) **Owners Corporation** the owners corporation for the Strata Scheme;
- y) **Parcel** the land comprised in the Strata Scheme;
- z) **Permitted Person** a person on the Parcel with the express or implied consent of an Owner or Occupier;
- aa) **Rules** the rules made under these by-laws;
- bb) **Screens** any fly screens or other external screen or door which is attached to windows or doors;
- cc) **Security Key** a key, magnetic or other device used to:
 - i. open and close gates or locks; or
 - ii. operate alarms, security systems or communications systems; or
 - iii. operate any equipment or system if applicable;
- dd) **Storage Area** means that part of a Lot which is noted as "S" on the Strata Plan;
- ee) **Strata Manager** is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
- ff) **Strata Plan** the strata plan registered with these by-laws;
- gg) **Strata Scheme** the strata scheme constituted on registration of the Strata Plan;
- hh) **Visitor Car Parking Space** means that part of the Common Property noted as "VIS" on the Strata Plan.

1.2 Interpretation

- a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- b) In these by-laws unless the contrary intention appears a reference to:
 - i. the singular includes the plural and vice versa;

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- ii. any gender includes all other genders;
 - iii. a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - iv. this instrument includes any variation or replacement of it.
- c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- e) The word "includes" in any form is not a word of limitation.
- f) A reference to Law includes all Law amending, consolidating or replacing Law.

2. Owners Corporation Consent

- a) A person must make an application for the consent of the Owners Corporation under these by-laws in writing;
- b) Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
- i. give consent conditionally or unconditionally; or
 - ii. withhold its consent.
- c) An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- d) Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
- i. the Owners Corporation at a general meeting; or
 - ii. the executive committee of the Owners Corporation at an executive committee meeting.

The Owners Corporation must give any consent required under these by-laws in writing.

3. Laws and Instruments

3.1 Application

These by-laws set out the rules of the Strata Scheme and bind:

- a) Owners;
- b) Occupiers;
- c) the Owners Corporation;
- d) Permitted Persons; and
- e) Mortgagees in possession of a Lot.

3.2 Rules

- a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.

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- b) The Rules must be consistent with these by-laws.
- c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

3.3 Compliance with these By-Laws

Each owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

3.4 Compliance with Laws

Each Owner and Occupier must perform and observe all Laws relating to their lot including without limitation any requirement, notices and orders of any Government Agency.

3.5 Covenants and Easements

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

3.6 Levies

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act

3.7 Non-compliance

The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- a) the Owners Corporation may enforce a by-law by legal means;
- b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - i. give the Owners Corporation or persons authorised by it access to the Lot; and
 - ii. pay the Owners Corporation for its costs of doing the work;
- d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

3.8 Applications

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

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4. Not Used

5. Behaviour of Owners, Occupiers and Permitted Persons

5.1 Noise and Vibration

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

5.2 Behaviour

An Owner or Occupier must not:

- a) obstruct lawful use of Common Property; or
- b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

5.3 Children

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

5.4 Permitted Persons

An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

5.5 Increasing Insurance

- a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- b) If the use of a lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

6. Common Property

6.1 Obligations of Owners and Occupiers

- a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent

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of the Owners Corporation:

- i. leave anything on Common Property;
 - ii. obstruct the use of Common Property;
 - iii. use any part of Common Property for the Owner's or Occupier's own purposes;
 - iv. erect any structure on Common Property;
 - v. attach any item to Common Property;
 - vi. do or permit anything to be done to Common Property which might cause damage; or
 - vii. alter Common Property.
- b) By-law 16 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).
- c) An Owner or Occupier must:
- i. give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - ii. use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - iii. only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

6.2 Damage to Common Property

If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

- a) promptly notify the Owners Corporation of the damage caused; and
- b) compensate the Owners Corporation accordingly.

6.3 Safety

The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

6.4 Fire

The Owners Corporation must:

- a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
- b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
- c) provide a copy of the annual fire safety statement referred to in by-law 20(b) to council

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7. Caretaker

- a) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.
- b) The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:
 - i. caretaking, supervising and servicing Common Property;
 - ii. supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - iii. arranging for the inspection and certification of plant and equipment as required by laws;
 - iv. providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - v. supervising employees and contractors of the Owners Corporation;
 - vi. coordinating and managing collection of garbage and recyclable materials; and
 - vii. doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- c) The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.
- d) Subject to by-law (c), the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include provisions for:
 - i. the remuneration of the Caretaker for the term of the agreement; and
 - ii. the duties of the Caretaker (being any of those listed in by-law (b)),
 - iii. and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Caretaker possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Caretaker appointed by the Original Owner (if any).
- e) An Owner or Occupier or any Permitted Person must not:
 - i. interfere with or stop the Caretaker or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
 - ii. interfere with or stop the Caretaker or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

8. External Appearance

8.1 General

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An Owner or Occupier must not keep anything within a lot which is visible from the common property or outside of the building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

8.2 Window Coverings

To ensure the architectural integrity of the Building:

- a) window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour; and
- b) no vertical blinds may be installed on any window.

8.3 Hanging of Washing and other items

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Courtyard if they can be viewed from outside the Lot of that Owner or Occupier.

8.4 Screens

- a) An Owner or Occupier must not install Screens to an entry door to a Lot.
- b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

8.5 Signage

An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

8.6 Floor Coverings

- a) 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.
- b) Except where an owner or occupier of a lot is replacing a floor finish with carpet and underlay, an owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.
- c) An application for consent by an owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law (a).

8.7 Furniture

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Where a floor finish other than carpet and underlay has been installed (whether by the Original Owner or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

8.8 Exclusion

This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

9. Storage areas and Visitor Parking on Common Property

9.1 Storage Areas

An Owner or Occupier must:

- a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
- b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
- c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

9.2 Visitor Parking

- a) An Owner or Occupier must not park a vehicle in a Visitor Car Parking Space.
- b) An Owner or Occupier and the Owners Corporation must not:
 - i. park in a Visitor Car Parking Space or permit a Visitor Car Parking Space to be used by any person other than visitors to Strata Scheme;
 - ii. enter into any lease or licence, or permit the entry into any lease or licence, for a Visitor Car Parking Space with any person; and
 - iii. impose timed parking fees, or permit the imposition of timed parking fees, on the list: of a Visitor Car Parking Space.
- c) Visitors to the Strata Scheme must not park in the Visitor Car Parking Space for a continuous period of time exceeding 24 hours.
- d) This By-Law 9.2 cannot be amended or deleted without the prior written consent of the Council.

9.3 Parking on Common Property

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Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

10. Keeping of Animals

10.1 Permitted Animals

An Owner or Occupier may keep without the consent of the Owners Corporation:

- a) fish in an enclosed aquarium;
- b) 1 caged bird;
- c) up to two domestic cats or up to two small or medium size dogs (other than an Excluded Dog) or one domestic cat and one small or medium dog weighing to a maximum of 15 kilograms (other than an Excluded Dog);

10.2 Excluded Dog

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

10.3 Consent

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

- a) any other type of animal; or
- b) more dogs or cats than that allowed under by-law 10.1(c) at the same time.

10.4 Rules

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

- a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and
- d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - i. any noise which is disturbing to an extent which is unreasonable;
 - ii. for damage to or loss of property or injury to any person caused by the animal; and
- e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
- f) This by-law:
 - i. applies to any Permitted Person; and

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- ii. does not permit the keeping of an Excluded Dog; but
- iii. does not prevent the keeping of a dog used as a guide or hearing dog.

10.5 Notice

- a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
- b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

11. Cleaning

11.1 Cleaning and Maintenance of Lot

Each Owner and Occupier must keep their Lot:

- a) clean and tidy;
- b) free from rubbish; and
- c) in good repair and condition.

11.2 Windows and Doors

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

- a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

11.3 Balconies, Courtyards and Gardens

- a) An Owner or Occupier must keep all internal gardens within a Lot, Balconies and Courtyards clean, tidy and well maintained.
- b) If there are planter boxes on or within a Balcony or Courtyard, an Owner or Occupier must:
 - i. properly maintain the soil in the planter boxes;
 - ii. when watering the plants or soil make sure that water does not go on to

Common Property or another Lot; and

- c) Balconies must not be:

11.4 used for the storage of goods; or

11.5 enclosed in any way.

- d) Upholstered furniture must not be placed within a Balcony or Courtyard.

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12. Moving Goods and Furniture

12.1 Notice

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

12.2 Owners Corporation may determine

The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner.

12.3 Determination

- a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
- b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 0.

12.4 Caretaker

If the Owners Corporation appoints the Caretaker to assist it to perform its functions under this by-law, then an Owner or Occupier must:

- a) make arrangements with the Caretaker to transport any furniture or large objects through or on Common Property; and
- b) comply with the reasonable requirements of the Caretaker when transporting furniture or large objects through or on Common Property.

13. Garbage Disposal

13.1 General

An Owner or Occupier must:

- a) only dispose of general waste by placing it in the general waste chute located in the Garbage Room on that Owner or Occupiers level of the Building;
- b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
- c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
- d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

13.2 Council Collection

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- a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.
- b) The Owners Corporation must comply with Council requirements for garbage collection.
- c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

13.3 Owner and Occupier obligations

An Owner or Occupier must ensure that:

- a) garbage is drained and securely wrapped before being placed in the general waste chute;
- b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
- c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

13.4 Cleaning up spills

- a) An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- b) If an Owner or Occupier does not comply with by-law 13.3, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

14. Provision of Amenities or Services

- a) Subject to by-law (b), the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
 - i. window cleaning;
 - ii. garbage disposal and recycling services;
 - iii. electricity, water or gas supply;
 - iv. telecommunication services;
 - v. landscaping and gardening;
 - vi. general cleaning; and
 - vii. security services.
- b) If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

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15. Security Keys

15.1 Owners Corporation

- a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- b) The Owners Corporation must make Security Keys available to:
 - i. Owners; and
 - ii. persons authorised by the Owners Corporation.

15.2 Fee

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

15.3 Occupiers

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

15.4 Rules

A person to whom a Security Key is made available must:

- a) not duplicate or copy the Security Key;
- b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16. Building Works & Alterations

16.1 Consents

- a) Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
- c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property endorsing a Lot.
- d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- e) Consent of the Owners Corporation to the carrying out of building works or

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alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

16.2 Notice to Owners Corporation

- a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
 - i. the estimated time period for the carrying out of the proposed alterations or building works;
 - ii. the nature and extent of the proposed alterations or building works; and
 - iii. whether any Common Property or another Lot will be affected.

16.3 Carrying out of building works or alterations

During the carrying out of any building works or alterations an Owner must:

- a) ensure no damage is caused to services or pipes within the Building;
- b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- c) repair any damage caused to the Common Property as a result of the building works or alterations;
- d) carry out the building works or alterations promptly; and
- e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

16.4 Audio or Audio Visual Equipment

- a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

17. Owners Corporation may carry out work

17.1 Owners Corporation rights

- a) The Owners Corporation may do anything on or in a Lot:
 - i. which should have been done under these by-laws but has not been done or has not been done properly;
 - ii. to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - iii. to gain access to Common Property for any reasonable purpose.
- b) If by-law (a) applies, the Owners Corporation (including any representative,

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contractor or agent) is entitled to:

- c) enter and remain on the Lot for as long as is necessary; and
- d) recover any costs associated with carrying out works under these by-laws from the Owner.

17.2 Notice

- a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
 - i. reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - ii. the Owners Corporation uses reasonable endeavours to cause as little

inconvenience as possible to the Owner and Occupier affected.

- b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

18. Air conditioning

18.1 Application

- a) Owners and Occupiers acknowledge that the Air Conditioning Unit servicing that Owner or Occupier's Lot is part of the Owner's Lot and to the extent necessary have exclusive use and enjoyment of the Common Property to support that Air Conditioning Unit.
- b) The Owners are responsible for the proper repair, maintenance and replacement of the Air Conditioning Unit referred to in by-law (a) and must ensure that the Air Conditioning Unit is kept in good order and repair.

18.2 Make Good and Indemnity

- a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.
- c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

19. Change in Use

19.1 Notice

- a) An Occupier 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).

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- b) If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

19.2 Restrictions on the Use of Lots

- a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers
- b) Owners and Occupiers must not use its Lot or permit its Lot to be used:
 - i. except for a use permitted by a development consent granted by a relevant authority;
 - ii. for any illegal use;
 - iii. for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
 - iv. in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
 - v. for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.

19.3 Owners and Occupiers are directed to by-law 23.

20. Integrity of Fire Safety Systems

20.1 An Owner or Occupier must not:

- i. interfere with or damage any Fire Safety Device; or
- ii. activate a Fire Safety Device other than in the case of a hazard or danger to the

Parcel or any persons on the Parcel.

a) An Owner or Occupier must:

- i. immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
- ii. immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- iii. notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- iv. give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
- v. reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation incurring a cost or charge;
- vi. subject to receiving notice under by-law (d) give the Owners Corporation (and

any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

- b) Notwithstanding the provisions of this by-law, an Owner or Occupier remains

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responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

- c) The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20(b)(vi).
- d) If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 17.

21. Use of Balconies and Courtyards

21.1 Furniture

- a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Courtyard to store furniture, goods or any other item.
- b) Outdoor furniture or other loose items kept on a Balcony or Courtyard must:
 - i. have an appearance in keeping with the appearance of the rest of the Building;
 - ii. not cause damage or be dangerous or have potential to cause damage or injury;
 - iii. be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
 - iv. not be placed near balustrades in a manner which may create a safety hazard.

21.2 Glass balustrades, handrail and grilles

- a) Subject to (b), an Owner or Occupier must keep all Balconies, Courtyards, glass balustrades, handrail and grilles within the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
 - i. the Owners Corporation resolves that it will keep the glass balustrades, handrail and grilles clean; or
 - ii. the glass balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 21.2(a).
- d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

21.3 Rules

- a) An Owner or Occupier must ensure animals do not soil on any Balcony or Courtyard surface.
- b) An Owner or Occupier must not:
 - i. modify a balustrade of a Balcony or Courtyard in any way; or
 - ii. affix or install any item to a wall or ceiling of a Balcony or Courtyards; or

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iii. use the glass balustrade or hand rail for any purpose other than for what it was

designed.

- c) An Owner or Occupier must not place items on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.
- d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

22. Management Plan

- a) If any remediation action plan or site audit statement for the Land requires an ongoing management plan for the Land, the Owners Corporation, owners and occupiers must:
 - i. comply with the provisions of that ongoing management plan; and
 - ii. procure all invitees of the Owners Corporation. Owner or occupier on to the

Land comply with the ongoing management plan.

- b) The owner and the occupier must indemnify the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of a breach by this by-law by the owner or occupier.

23. Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent, including the following restrictions:

- a) the Building must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998. A positive covenant will be registered on title including the restriction on any change of use of those levels from residential as defined in the South Sydney Local Environmental Plan 1989;
- b) no more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This restriction does not apply to beds, cots or bassinets for children;
- c) the total number of adults residing in one Lot must not exceed twice the number of approved bedrooms in that Lot;
- d) every residential tenancy agreement for Occupiers of a Lot must be for a term of no less than 3 months;
- e) an Owner or Occupier, or the Owners Corporation, must not permit any building manager appointed to the Strata Scheme, or any agent, to advertise or organise for short term accommodation or share accommodation for any Lot;
- f) Car Spaces may only be used for storage related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in Car Spaces;
- g) Car Spaces must not be used by any person other than a lawful occupant or resident of a Lot;
- h) registered proprietors and occupants of Lots are not eligible to participate in any

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Council on-street parking scheme that existed at the date the By-Laws are registered;

- i) registered proprietors and occupants of Lots must only drive vehicles into and out of the Building in a forward direction;
- j) collection of waste and recycling must only occur between 7.00am and 8.00pm weekdays and 9.00am to 5.00pm on weekends and public holidays; and
- k) waste and recycling must not be placed on the street for collection more than half an hour before scheduled collection time and bins for waste and recycling must be removed from the street within half an hour after collection.
- l) If car wash bays are allocated under the Strata Scheme, car wash lots must not be allocated, sold, leased or licensed to Owners or Occupiers and must be retained as Common Property for use by all Owners and Occupiers:
- m) If Accessible Car Parking Spaces are allocated under the Strata Scheme, they must be either:
 - i. Retained as Common Property and designated as Visitor Car Parking Spaces; or
 - ii. Allocated as part of the lot for an Adaptable Unit;

The Owners Corporation must not amend or vary this By-law 23 unless it has first obtained the Council's consent to the amendment or variation.

Special By-Law 1 Parking on Common Property & Tow Away

The Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms: Parking on Common Property & Tow Away Details in **Annexure B**

Special By-Law 2 False Alarms

- i. Introduction
This by-law sets out rules concerning the recovery of Fire Brigade False Alarm Fees.
- ii. False Alarms caused by lot owners or occupiers of a lot
That an owner or occupier of a lot who has been deemed responsible for triggering a False Alarm occasioning in a fee being charged by NSW Fire Services will have the cost of the fee charged to the lot owner's account. Eye witnesses, security camera footage or the false alarm report issued by NSW Fire Brigade will be the used to determine the party responsible for the false alarm.
- iii. Recovery of Expenses from lot owner
In the event that an owner or occupier of a lot is deemed responsible for triggering a false alarm and a fee is issued by NSW Fire Services to the Owners Corporation, the Owners Corporation will:
 - a. Add the cost of the fee to the lot account of the owner of the lot responsible for triggering the False Alarm.
 - a. To the extent permitted by law, recover from the owner as a debt:
 - i. The cost of the False Alarm Fee.
 - ii. All legal and administrative costs incurred by the Owners Corporation

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associated with recovering the false alarm fee from the lot owner (Including Agent's Fee).

Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of this by-law.

Special By-law 3 Parking and Sharing of information

That the authority to Tow Away Vehicles and an obligation on Strata Plans whose resident is breaching to by-laws to take action against them via NCAT. **Details found in Annexure C**

Special By-law 4 Fire Rated Doors

That the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

By-Law - Exclusive Right to Entrance Doors

1.1 This by-law relates to every lot in the strata scheme.

1.2 Each owner of a lot shall have the exclusive use and enjoyment of that part of the common property being the entrance door of their respective lot.

1.3 Notwithstanding by-law 5, an owner shall ensure that the installation of:

- (a) any locking or other safety device for protection of the owners lot against intruders or to improve safety within the owners lot;
- (b) a door closer; or
- (c) any other devise or attachment shall not impair or in any manner infringe upon the integrity of fire safety. An owner must further ensure that any such installation is carried out in accordance with the Building Code of Australia ("BCA") and relevant Australian Standards.

1.4 Each owner acknowledges that:

- (a) it is a requirement pursuant to the Environmental Planning and Assessment Act, 1979, for the owners corporation to lodge an annual fire safety statement ("statement");
- (b) in order to lodge the statement, entrance doors must comply with the BCA and relevant Australian Standards;
- (c) in the event that an entrance door does not comply with the BCA and relevant Australian Standards due to any installation referred to in paragraph 1.3 of this by-law, then the owners corporation, without prejudice to any other rights, will be entitled to enter upon the lot and replace the entrance door and thereafter to recover the costs of such from the owner;
- (d) If the costs of replacing the door are not paid at the end of one month after becoming due and payable, then they shall bear simple interest at an annual rate of 10% until paid; and
- (e) the owners corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

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1.5 Each owner shall:

- (a) properly maintain and keep the entrance door in a state of good and serviceable repair;
- (b) be responsible for any damage occasioned to the entrance door and shall bear the cost of the repairs of such damage;
- (c) upon the prior notification of the Owners Corporation, ensure that access is provided, within a period or at a time specified in the notice, to the lot in order to have the entrance door and frame painted; and
- (d) shall indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage, whatsoever to the common property, or other property, or person, in so far as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the repair, maintenance or replacement of the entrance doors.

1.6 The Owners Corporation is:

- (a) authorised to carry out the painting of the entrance door of each lot;
- (b) may recover the cost of carrying out the painting of entrance doors from each owner and such costs may be recovered as a debt.

Special By-law 5 Child Safety Window Locks

Resolved that the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

1.1 This by-law is made pursuant to Division 2 of Part 7 of the Strata Schemes Management Act 2015.

1.2 It is made for the purpose of the control, management, administration and use of the common property for the strata scheme.

1.3 Its principal purpose is to provide additional security and safety for the residents of the strata scheme by providing the owners corporation with the power to:

- (a) install Child Window Safety Devices; and
- (b) to impose conditions on the operation, use, repair, maintenance and replacement of the Child Window Safety Devices.

1.4 The Child Window Safety Devices will be installed on any openable window where:

- (a) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
- (b) when the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
- (c) any legislative requirement that amends or replaces sub-clauses 1.4(a) and/or (b).

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PART 2 "GRANT OF POWER

2.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owners Corporation shall have the following additional powers, authorities, duties and functions to install a Child Window Safety Device on Non-compliant Windows and to impose conditions in relation to its operation and use.

PART 3 - DEFINITIONS & INTERPRETATION

3.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) Act means the Strata Schemes Management Act 2015.
- (b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) Building means the building situated at Vogue, 2-4 Galara Street, ROSEBERY NSW 2018.
- (d) Child Window Safety Device means the installation of:
 - (i) a device which allows a window to be locked with a maximum opening of 125mm;
 - (ii) the installation of a security screen that is capable of resisting a lateral load of 250 newtons or more; or
 - (iii) any legislative requirement that amends or replaces sub clauses 3.1(d)(i) and/or (ii), to Non-compliant Windows.
- (e) Non-compliant Window means any openable window in the building where:
 - (i) the lowest window edge is less than 1.7 metres above the inside floor surface of the Lot; and
 - (ii) the drop from the internal floor surface level to the external surface beneath the window is two metres or more; or
 - {iii} any legislative requirement that amends or replaces sub clauses 3.1(e)(i) and/or (ii).
- (f) Lot means any individual lot in strata plan **92181**.
- (g) Owner means owner of a Lot.

3.2 Interpretation

3.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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 Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 4 - INSTALLATION OF CHILD WINDOW SAFETY DEVICE

4.1 The Owners Corporation shall install a Child Window Safety Device to every Non-compliant Window.

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4.2 The owners corporation must abide by the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the erection of the installation of the Child Window Safety Devices and must be responsible to ensure that the respective servants, agents and contractors of the owners corporation comply with the said directions, orders and requirements.

4.3 The owners corporation must ensure that the provisions of the Building Code of Australia and Australian Standards are, so far as relevant, complied with.

4.4 The Owners Corporation must comply with the Home Building Act 1989 where relevant.

4.5 The installation of the Child Window Safety Device must be carried out in a proper and workmanlike manner.

4.6 The Child Window Safety Device must comprise materials that are good and suitable for the purpose for which they are used and must be new.

4.7 The Owners Corporation may, if it chooses to do so engage a third party contractor to perform the duties and functions of carrying out inspections, advising on work required and undertaking the installation of the Child Window Safety Device.

PART 5 • ACCESS

5.1 The Owners shall, from time to time, upon reasonable notice being provided to an Owner or occupier, permit the owners corporation in accordance with its power under section 122 (1) (a) of the Act, to access the Lot for the purpose of:

- (a) installing the Child Window Safety Devices; and
- (b) determining whether the Child Window Safety Devices require any maintenance, repair or replacement.

5.2 The owners corporation acknowledges and agrees that it will be liable for any damage to the contents of the Lot arising out of the access to it, in accordance with clause 5.1.

PART 6 - MAINTENANCE, REPAIR AND REPLACEMENT

6.1.1 The Owners acknowledge and agree that:

- (a) they will reimburse the owners corporation for all costs of any repair or replacement of the Child Window Safety Device if it is removed, replaced, or in any way damaged, defaced or no longer compliant safety window devices; and
- (b) the cost of repair and replacement, if not paid in accordance with clause 6.1.2(c) of this by-law, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide under the Act for interest on overdue levy contributions for another rate, that other rate, and the interest will form part of that debt.

6.1.2 The procedure by which maintenance and repair is to be carried out, is as follows:

- (a) the Owners Corporation (or its duly authorised contractor), in accordance with its inspection under clause 5.1, will inspect the Child Window Safety Device that requires repair or replacement;

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- (b) Upon determining that the Child Window Safety Device requires repair or replacement, the owners corporation {or its duly authorised contractor} will arrange for the it to be repaired or replaced, as required;
- (c) If the owner or any occupant of the lot has damaged the Child Window Safety Device, upon completion of the repair or replacement, the owners corporation will provide a copy of the tax invoice for such repair or replacement to the owner; and the owner must reimburse the owners corporation within seven (7) days of the receipt of the tax invoice, for the sum of that invoice.

Special By-law 6 Shared Facilities

PART 1 - PREAMBLE

1.1 This by-law is made pursuant to the power conferred on the Owners Corporation pursuant to section 136 in Division 2 (Establishment and effect of by-laws) of Part 7 (By-Laws for Strata Schemes) to the Act.

1.2 It is made in relation to the management, administration, control, use or enjoyment of the lots or common property and lots of the Strata Scheme.

1.3 Strata Plan 92041 (the "Strata Plan") was registered on 25 August 2015 and a body corporate was constituted as an Owners Corporation, being styled The Owners - Strata Plan No. 92041 (the "First Owners Corporation")

1.4 Strata Plan 92181 was registered on 11 September 2015 and a body corporate was constituted as an Owners Corporation, being styled The Owners - Strata Plan No. 92181 (the "Second Owners Corporation")

1.5 Strata Plan 96883 was registered on 24 January 2018 and a body corporate was constituted as an Owners Corporation, being styled The Owners - Strata Plan No. 96883 (the "Third Owners Corporation").

1.6 The First, Second and Third Owners Corporations were constituted as a consequence of the subdivisions of parcels situated at 95 - 97 Dalmeny Avenue, Roseberry, 2 Galara Street, Roseberry and 3 Gilbanung Street, Rosebery, respectively.

1.7 As the First Owners Corporation was the first Owners Corporation to be constituted, there were a number of building elements constructed within the building which were designed to serve not only the First Owners Corporation but also the Second and Third Owners Corporations.

1.8 In addition to these building elements, there were various services contemplated by the constitution of the subsequent Owners Corporation which are also shared by the three Owners Corporation.

1.9 The building elements and services which are so shared are referred to in this by-law as the "Shared Facilities"

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1.10 Upon the registration of Deposited Plan 1208903 (the "Deposited Plan") an instrument pursuant to section 88B of the Conveyancing Act 1919 was also registered which instrument created various easements to secure the legal capacity by the three owners corporations to access and use the Shared Facilities.

1.11 The Deposited Plan was ultimately subdivided by the Strata Plan and Strata Plan 92181 but the easements created by it remained binding.

1.12 Strata Plan 96883 was created upon an ultimate subdivision of a lot in the Deposited Plan (lot 105 in Deposited Plan 1232278).

1.13 The easements created upon the registration of the Deposited Plan have subsequently been varied in order to clarify the scope and use of the Shared Facilities.

1.14 In order to effectively manage and administer the Shared Facilities, the First, Second and Third Owners Corporations have agreed to each make a by-law to facilitate their purpose.

1.15 The purpose of this by-law is to provide:

- (a) a regime for the management and administration of the Shared Facilities; and
- (b) the manner in which the maintenance, repair, renewal and replacement of the Shared Facilities shall be funded and paid for.

1.16 The purpose of this by-law is made pursuant to the power and authority conferred on the First Owners Corporation by virtue of Section 136 of the Act.

PART 2 - DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

2.1 In this by-law the following terms are defined to mean:

- (a) "**Act**" means the Strata Schemes Management Act 2015.
- (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Local council.
- (c) "**Building**" means the building situated at 95 - 97 Dalmeny Avenue, Roseberry.
- (d) "**Committee**" means the committees established in accordance with the provisions of Part 5.
- (e) "**Lots**" means lots 1 - 105 in Strata Plan 92041.
- (f) "**Owner**" means the owner(s) for the time being of any Lot in the Strata Scheme.
- (g) "**Owners Corporation**" means the body corporate constituted by the registration of the Strata Plan.
- (h) "**Shared Facilities**" means those facilities and services set out in Schedule 1 to this by-law.
- (i) "**Strata Committee**" means the committee appointed by the Owners Corporation
- (j) "**Strata Plan**" means Strata Plan 92041 registered on 25th August 2015.
- (k) "**Strata Scheme**" means the strata scheme created upon the registration of the Strata Plan.

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INTERPRETATIONS

2.2 In this by-law, unless the context otherwise requires:

- (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 Act;
- (d) reference to legislation includes references to amending and replacing legislation;
- (e) references to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3 - ACKNOWLEDGMENT

3.1 The New South Wales Court of Appeal in *Casuarina Rec Club Pty Limited v The Owners - Strata Plan No. 77971 (2011) NSWCA 159* held that:

- (a) a valid by-law under the Act must have a clear nexus between its subject matter and the use or occupation of the subject property;
- (b) there is no precise rule to determine if that nexus exists;
- (c) for by-laws relating to amenities, the amenities must be capable of enhancing the occupiers' use or enjoyment of the premises;
- (d) the power to make by-laws should be generously construed; and
- (e) a by-law must relate to the particular community to which it applies.

3.2 The First, Second and Third Owners Corporation acknowledge that this by-law does have a clear nexus between its subject matter and the use or occupation of the strata schemes.

3.3 Further, the First, Second and Third Owners Corporation acknowledge that the Shared Facilities enhance the use and enjoyment of the occupiers of the strata schemes.

PART 4 - GRANT OF RIGHT OF USE AND ACCESS

4.1 The First Owners Corporation grants to the owners, occupiers, invitees and licensees in the strata schemes created by the registration of Strata Plans 92181 and 96883 a right to use and access the Shared Facilities.

4.2 Owners must not interfere with the right to use and access the Shared Facilities.

PART 5 - SHARED FACILITIES

WHAT ARE SHARED FACILITIES

5.1 Shared facilities are facilities and services that are used by two (2) or more strata schemes

constituted by the registration of the Strata Plan, Strata Plan 92181 and Strata Plan 96883.

5.2 A detailed list of the Shared Facilities is in Schedule 1 to this by-law.

SP92181

BASIS OF COSTS OF SHARED FACILITIES

5.3 The First Owners Corporation acknowledges that the basis of the division of costs, as set out in columns 5, 6 and 7 of Schedule 1, has been estimated on the number of lots and car spaces for each strata scheme.

PERCENTAGES

5.4 The numbers set out in columns 5, 6 and 7 are percentages.

MAINTENANCE AND REPAIR

5.5 This by-law does not derogate from the First Owners Corporation's duty to properly maintain and keep in a state of good and serviceable repair the common property in the Strata Scheme pursuant to section 106 of the Act and to comply with any directions, requirement or obligation of an Authority with respect to the Strata Scheme.

5.6 The First, Second and Third Owners Corporations must pay the costs for the Shared Facilities according to Schedule 1. The First Owners Corporation must charge the Second and Third Owners Corporation for using the Shared Facilities (except item 14 of Schedule 1) in accordance with Schedule 1, and utilizing the procedure set out in clauses 8.1 to 8.3 inclusive of this by-law.

PART 6 - SHARED FACILITY MANAGEMENT COMMITTEE ESTABLISHMENT

6.1 The First, Second and Third Owners Corporations must establish the Committee within one (1) month after the registration of this by-law.

6.2 Each Owners Corporation must appoint a representative to represent and vote for the respective Owners Corporation at the meetings of the Committee.

FUNCTIONS OF THE COMMITTEE

6.3 The functions of the Committee are to:

- (a) convene and hold meetings of the Committee according to this by-law;
- (b) obtain reports and advice in relation to the Shared Facilities;
- (c) consider the estimates prepared in respect of the maintenance, repair, removal and replacement of the Shared Facilities;
- (d) consider the insurance arranged in respect of the Shared Facilities. In this regard, the First Owners Corporation must effect insurance in accordance with Division 1 of Part 9 of the Act for the Building and Strata Scheme;
- (e) if required, prepare and submit reports and advice to the First Owners Corporation in relation to the Shared Facilities.

OFFICE BEARERS OF THE COMMITTEE

6.4 The Committee must appoint:

- (a) a chairperson; and
- (b) a secretary.

SP92181

FUNCTIONS OF CHAIRPERSON

6.5 The functions of the chairperson are to chair meetings of the Committee and to ensure the meetings are conducted in an orderly manner without undue process and regard to technicalities.

FUNCTIONS OF SECRETARY

6.6 The functions of the secretary are to:

- (a) convene meetings on the request of any representative of the Committee. A meeting shall be convened in accordance with Part 7 of this by-law;
- (b) prepare agendas for meeting;
- (c) distribute to each representative any reports and advice received in respect of the Shared Facilities; and
- (d) prepare and distribute minutes of the meetings to each representative.

6.7 The representative of the First Owners Corporation must furnish to the Strata Committee any report or advice received and considered by the Committee. The representative may request the secretary to place any report or advice on the agenda of a Committee meeting.

STRATA COMMITTEE'S OBLIGATIONS

6.8 Upon receipt by it, any report or advice in respect of the Shared Facilities must be considered by the Strata Committee at a meeting duly convened in accordance with the provisions of the Act.

6.9 The Strata Committee may refer any report or advice to the Owners Corporation in general meeting.

6.10 The First Owners Corporation and Owners acknowledge that any report or advice received from the Committee does not bind the First Owners Corporation and that it may obtain any further report or advice in relation to the Shared Facilities at its discretion.

PART 7 - COMMITTEE MEETINGS

NOTICE OF MEETINGS

7.1 The secretary of the Committee must give notice of a meeting to each representative at least seven (7) days before the meeting.

7.2 The representative must provide to the secretary of the Strata Committee a copy of the notice of the meeting. The secretary shall display the notice on the notice board maintained by the First Owners Corporation or in accordance with section 263 of the Act.

7.3 In the event of an emergency, notice in accordance with clause 7.1 hereof may be dispensed with.

CHAIRPERSON TO PRESIDE

7.4 The chairperson of the Committee shall preside at any meeting at which the chairperson is present.

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7.5 In the absence of the chairperson, another representative may preside at a meeting.

QUORUM

7.6 A quorum is present when there are two representatives present.

VOTING RIGHTS

7.7 Each Strata Plan has 1 vote. In the event of a tied vote between 2 members, each member's voting right will be as follows:

SP92041- 28

SP92181- 34

SP96883- 38

DECISIONS

7.8 A motion shall be decided by a majority of representatives.

OWNERS' ATTENDANCE

7.9 An Owner may attend a meeting of the Committee and may address the meeting with the consent of the chairperson.

MINUTES

7.10 The secretary must provide copies of the minutes of the meeting to each representative within seven (7) days of the meeting being held.

7.11 The representative must provide a copy of the minutes to the secretary of the Strata Committee who shall display and distribute the minutes in accordance with clause 7.2 hereof.

PART 8 - ESTIMATES AND INVOICES

ESTIMATES

8.1 The First Owners Corporation must include in the estimates submitted to each annual general meeting in accordance with section 79 of the Act an estimate for the anticipated costs of maintenance, repair, renewal and replacement of the Shared Facilities (except item 14 in Schedule 1: Courtyard) for the ensuing year.

8.2 Following a motion passed at the annual general meeting by which the First Owners Corporation adopted the estimate for the Shared Facilities expenditures, the representative to the Committee must provide a written notice to the representatives of the Second and Third Owners Corporations of the estimate so adopted.

INVOICES

8.3 The First Owners Corporation must provide, at three (3) month intervals commencing upon provision of the notice referred to in clause 8.2 hereof, to Second and Third Owners Corporation an invoice for the respective share of the estimated costs of the contributions as set out in Schedule 1 to this by-law. A total of four invoices shall be issued for the year the subject of the estimate as referred to in clause 8.1 hereof. The invoices issued to an Owners Corporation will be in equal amounts and will represent one quarter of the share of the estimated costs of the contributions.

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FINANCIAL STATEMENTS

8.4 At the conclusion of the financial year for the First Owners Corporation, the Final Owners Corporation must provide to the Second and Third Owners Corporation a final statement setting out the expenditure actually incurred in respect of the Shared Facilities for that year. The respective share of contributions for the First, Second and Third Owners Corporation must be set out in the financial statement.

RECONCILIATION AND FURTHER INVOICE

8.5 In the event that the contribution paid pursuant to the invoices provided pursuant to clause 8.3 hereof exceed the actual expenditure, then the First Owners Corporation will credit the excess amounts in the Levy Register for each of the Owners Corporations.

8.6 Conversely, if the contributions paid are less than the amount actually paid, then the First Owners Corporation will issue a further invoice to the Second and Third Owners Corporation.

RECOVERY OF COSTS

8.7 The First Owners Corporation may initiate legal proceedings against an Owners Corporation that does not, within 14 days of the receipt of the invoice referred to in clause

8.3 pay the amount of that invoice.

PART 9 - DISPUTE RESOLUTION

GOOD FAITH

9.1 The First, Second and Third Owners Corporation must endeavour in good faith to resolve disputes about the Shared Facilities, including issues involving the management and administration, maintenance, repair, renewal and replacement and the costs thereof before taking action under this Part.

DISPUTE NOTICE

9.2 An Owners Corporation may give to the other Owners Corporation a dispute notice. In the notice

the Owners Corporation must:

- (a) describe what the dispute is about;
- (b) state the position of the Owners Corporation; and
- (c) set out the facts and circumstances upon which the owners corporation relies.

9.3 Within 14 days after the provision of the dispute notice, the secretary of the Committee must convene a meeting at which the dispute shall be discussed.

9.4 Following that meeting, the Owners Corporation that issued the dispute notice shall, within 28 days of the meeting being held, inform in writing each of the other Owners Corporation that the dispute has been resolved or that it has not.

MEDIATION

9.5 In the event that the dispute has not been resolved, then the aggrieved Owners Corporation may:

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- (a) establish, by any means it thinks fit, a voluntary process for resolving the dispute; or
- (b) lodge an application for mediation in accordance with the provisions of Division 2 of Part 12 of the Act.

9.6 If either of the procedures in clause 9.5 have been enlivened, then the other Owners Corporations shall participate in the process so enlivened and use best endeavours to resolve the dispute.

ORDER OF TRIBUNAL

9.7 The First, Second and Third Owners Corporation acknowledge that, should the dispute not be resolved, then the aggrieved Owners Corporation may seek an order of the New South Wales Civil and Administrative Tribunal pursuant to section 233 of the Act.

PART 10 - AMENDMENT OF BY-LAW AMENDMENT

10.1 This by-law may be amended in accordance with section 141(1) of the Act.

10.2 Any changes to the list of shared facilities and division of cost is to be made by unanimous resolution.

REVIEW

10.3 Prior to the First Owners Corporation considering any proposed amendment, the Committee must meet to review that amendment. Each representative must first obtain the instructions of the respective Owners Corporation.

10.4 In its review of that amendment, the Committee shall consider any report or advice including, but not limited to, if relevant a report from a quantity surveyor.

10.5 In considering any amendment, the First Owners Corporation shall have regard to the opinions or recommendations, if any, of the Second and Third Owners Corporations.

Special By-law 7 – creating a car space - Lot 61

- (a) The area in which the car space is created is to meet the minimum requirements of a small car space as required under the Standards Australia to be greater than or equal to 2.3 m wide x 5.0 m long.
- (b) The space is to be line marked by the Owner keeping with the appearance of the scheme
- (c) The removal must be performed in such a way as to meet all current council and Work Health and Safety requirement/s.
- (d) The removal of the cage must be effected in a workman like manner by licensed and insured tradespersons;
- (e) Any damage to common property or another lot that occurs during, or results from, the removal or subsequent removal of, the cage must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation or lot owner of the lot whose property has been damaged;

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- (f) The occupant and lot owner agree to allow unrestricted access to tradespeople or any representative of the Owners Corporation to any utility pipes and cables that will be enclosed by the cage provided notice of 24 hours is given (except in an emergency).
- (g) The occupant and lot owner agrees not to store any good in the car space that will be closer than 50cm from the fire sprinkler head if applicable.
- (h) The Owners Corporation may enforce the By Law by legal means.
- (i) The owner of the lot is to pay for the cost of drafting and registering the By-Law.
- (j) The Owners Corporation may do any work which should have been done by an Owner or Occupier.
- (k) If the Owners Corporation must do work under clause (h), an owner or occupier must:
 - 1. Give The Owners Corporation or persons authorized by it access to perform the works.
 - 2. Pay The Owners Corporation for its costs of doing the work.
 - 3. The Owners Corporation may recover any money owed to it by the owner under this By-Law, the By-Laws or the SSMA as a debt.
- (l) The lot owner indemnifies and keeps indemnifying the Owners Corporation against any liability or expenses incurred which may be caused by removal of the cage and the use of the car space.
- (m) During the removal; all waste materials should be removed off site (and not put in the strata's rubbish bins). The contractor should park so as not to inconvenience other residents. The owners should minimize inconvenience to other residents, and ensure that no damage is caused to common property.

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Annexure B – Special By-Law 1

Parking on common property Tow Away

1. Introduction

(a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within complex.

(b) Each Owner and Occupier must comply with this by-law.

(c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

2. No Parking on Common Property by Owners and Occupiers

No Owner or Occupier is permitted to park a Vehicle on Common Property. Any prior approval to an Owner or Occupier to park a Vehicle on Common Property is revoked by virtue of the making of this by-law.

3. No Parking on Common Property by Occupiers to be Permitted by Owners

An Owner must:

(a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and

(b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

4. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

(a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and

(b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

5. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the complex to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

6. Car Register

(a) Every Owner or Occupier at the complex must provide the Vehicle Information to the Managing Agent, within 28 days of the date of registration of this by-law.

(b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Community Association may send an Information Notice to that Owner or Occupier.

(c) The Community Association may recover the Fee (being the cost of sending the Information Notice) as a debt due to the Community Association.

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(d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the Community Association may take action and recover costs in accordance with clauses 8-10 of this by-law.

7. Consequences of a Breach

(a) In the event that an Owner or Occupier of a lot breaches any of clauses 2-6 this by-law, the Community Association may:

(i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Community Association's behalf by its solicitor or Managing Agent; and

(ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) move, reposition or remove (including by towing) the Offending Vehicle; and

(iv) recover the following amounts as a debt to the Community Association:

(1) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier; and

(2) the cost of moving, repositioning or removing (including by towing) the Offending Vehicle in accordance with clause 7(a)(iii); and

(3) the expenses incurred by the Community Association pursuant to clause 10.

(b) For the avoidance of doubt, if the Community Association issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

(c) The following persons, being Owners or Occupiers in the complex, are liable to pay to the Community Association as a debt the amounts referred to in clause 7(a)(iv) and, if more than one person, they will be jointly and severally liable:

(i) the person who parked the Offending Vehicle;

(ii) any person who owns or has a legal interest in the Offending Vehicle;

(iii) the person entitled to control the use of the Offending Vehicle; and

(iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause 7(c)(i)-(iii).

8. Invoicing

(a) The Community Association may issue an invoice to any person referred to in clause 7(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.

(b) Notwithstanding subparagraph 8(a), any debt which arises pursuant to this by-law is due and owing to the Community Association whether or not an invoice is served on the person or persons liable for payment.

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9. Recovery

The Community Association may recover as a debt any amount which becomes due and payable pursuant to this by-law and the expenses of the Community Association incurred in recovering those amounts.

10. Recovery of Expenses

(a) The Community Association may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

(i) all amounts payable by the Community Association to the Managing Agent;

(ii) the cost of issuing an invoice for the debt; and

(iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Community Association will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Community Association which is recoverable pursuant to this by-law will become due and payable at such time as the Community Association becomes liable to pay the expense.

(d) Any invoice issued by the Community Association or the Managing Agent stating the amount recoverable by the Community Association as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

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Annexure C – Special By-Law 3

Parking and Sharing of information

1. Parking

Definitions

In this By-Law:

- (a) **Other Strata Scheme** means either or both of the strata schemes created on registration of Strata Plans 92041 and 92181 and any additional Strata Plans within Rosebery Park Parking facilities.[as the context requires];
- (b) **Owner's Car Parking Space** means any parking space in a Lot in This Stata Scheme or either of the Other Strata Schemes; and
- (c) **This Stata Scheme** means the strata scheme registered with these By-Laws.

Parking in Lots, Visitor Car Parking Spaces and Common Property

Owners and Occupiers must not:

- (d) not park a motor vehicle or permit their invitee to park a motor vehicle:
 - (i) in any Owner's Car Parking Space [other than a Lot belonging to that Owner or Occupier] without the prior consent of the owner of that Owner's Car Parking Space;
 - (ii) on the Common Property of This Stata Scheme without the prior consent of the Owners Corporation of This Strata Scheme;
 - (iii) on the Common Property or Visitor Car Parking Spaces of the Other Strata Schemes, without the prior consent of the Owners Corporation of that Strata Scheme; and
- (e) not park their vehicle in a Visitor Car Parking Space of This Stata Scheme without the prior consent of the Owners Corporation of This Strata Scheme.

Visitors

Visitors to This Strata Scheme must not park their motor vehicle:

- (f) in any Owner's Car Parking Space without the prior consent of the owner of that Owner's Car Parking Space;
- (g) on the Common Property of This Stata Scheme without the prior consent of the Owners Corporation of This Strata Scheme;
- (h) on the Common Property or Visitor Car Parking Spaces of the Other Strata Schemes, without the prior consent of the Owners Corporation of that Strata Scheme; and
- (i) in the Visitor Car Parking Space for This Strata Scheme for a continuous period of time

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exceeding 24 hours.

Amendment

This By-Law cannot be amended or deleted without the prior written consent of the Council.

Compliance with terms of easement

Owners, Occupiers and Visitors must comply with the terms of the easement for vehicular access numbered 2 in Deposited Plan 1208903 as varied from time to time [Easement]

Compliance with terms of easement

- (j) The owners corporations of the Other Strata Schemes and This Strata Scheme have agreed to provide to each other within 72 hours of request the names, addresses, contact details and vehicle registration details of any resident or visitor of their strata scheme listed in their records who have had access to the basement parking facilities in either of the other strata schemes, for the purpose of enforcing parking regulations and any By-Laws associated with the use of the basement parking area or the Easement.
- (k) The owners corporations of the Other Strata Schemes and This Strata Scheme have agreed that if a complaint is made by another of the strata schemes that a resident or visitor of their strata scheme has breached a By-Law or the Easement applying to another strata scheme's basement parking area, that owners corporation must at its cost on being shown evidence of the breach promptly do the following:
 - (i) Within 7 days, issue a notice to that resident or visitor to cease breaching the By-Law;
 - (ii) if the breach continues or is repeated, within a further 7 days, issue a second notice to that resident or visitor to cease breaching the By-Law or the Easement, and advising them that if they fail to do so, an application will be made to NCAT for an order against that resident; and
 - (iii) if the breach continues or is repeated within a further 14 days, make an application to NCAT to enforce the By-Law or the Easement, and where relevant impose a fine.
- (l) The owners corporations of the Other Strata Schemes and This Strata Scheme have agreed that if either of the strata schemes places or issues a warning letter / sticker / notice on a vehicle that is breaching By-Laws or the Easement relating to that strata scheme's basement parking area, and that vehicle belongs to a resident or visitor from one of the other strata schemes, the strata scheme in which that resident or visitor resides in or is visiting must reimburse on demand to the affected strata scheme the administration cost of placing or issuing the letter / sticker / notice, within 28 days of receipt of a tax invoice.
- (m) The owners corporations of the Other Strata Schemes and This Strata Scheme have agreed that if a strata scheme repositions or tows a vehicle that is in breach of a By-Law or the Easement relating to basement parking, and the vehicle belongs to a resident or visitor from one of the other strata schemes, the strata scheme in which that resident or visitor resides in or is visiting must pay on demand to the affected strata scheme the administration cost of repositioning or towing of the vehicle, within 28 days of receipt of a tax invoice.


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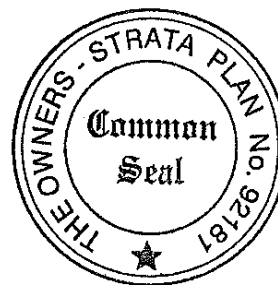
Annexure D – Special by-law 7

Original signed authority

- (a) The area in which the car space is created is to meet the minimum requirements of a small car space as required under the Standards Australia to be greater than or equal to 2.3 m wide x 5.0 m long.
- (b) The space is to be line marked by the Owner keeping with the appearance of the scheme
- (c) The removal must be performed in such a way as to meet all current council and Work Health and Safety requirement/s.
- (d) The removal of the cage must be effected in a workman like manner by licensed and insured tradespersons;
- (e) Any damage to common property or another lot that occurs during, or results from, the removal or subsequent removal of, the cage must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation or lot owner of the lot whose property has been damaged;
- (f) The occupant and lot owner agree to allow unrestricted access to tradespeople or any representative of the Owners Corporation to any utility pipes and cables that will be enclosed by the cage provided notice of 24 hours is given (except in an emergency).
- (g) The occupant and lot owner agrees not to store any good in the car space that will be closer than 50cm from the fire sprinkler head if applicable.
- (h) The Owners Corporation may enforce the By Law by legal means.
- (i) The owner of the lot is to pay for the cost of drafting and registering the By-Law.
- (j) The Owners Corporation may do any work which should have been done by an Owner or Occupier.
- (k) If the Owners Corporation must do work under clause (h), an owner or occupier must:
 - 1. Give The Owners Corporation or persons authorized by it access to perform the works.
 - 2. Pay The Owners Corporation for its costs of doing the work.
 - 3. The Owners Corporation may recover any money owed to it by the owner under this By-Law, the By-Laws or the SSMA as a debt.
- (l) The lot owner indemnifies and keeps indemnifying the Owners Corporation against any liability or expenses incurred which may be caused by removal of the cage and the use of the car space.
- (m) During the removal; all waste materials should be removed off site (and not put in the strata's rubbish bins). The contractor should park so as not to inconvenience other residents. The owners should minimize inconvenience to other residents, and ensure that no damage is caused to common property.

I JING YU of Lot 61 in Strata
Plan 92181 agree on the above terms and conditions of this bylaw, I agree that if any of
the above is breached the Owners Corporation are within their rights to rectify the breach
and forward any charges to my lot owner account.

Signed  Date 29.11.2017



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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/SP92181	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any WESTSIDE STRATA P O BOX 241, FAIRFIELD 1860 9791 9933 Reference: FRANCK VIGOUROUX franck@westside.net.au
	CODE CH	

- (C) The Owners-Strata Plan No. 92181 certify that a special resolution was passed on 28/6/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 7
Amended by-law No. NOT APPLICABLE
as fully set out below:

SPECIAL BY-LAW 7 - CREATING A CAR SPACE - LOT 61

- (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. 92181 was affixed on 4/10/2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: FRANCK VIGOUROUX

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	230567
Address of property:	2 Galara Street , ROSEBERY NSW 2018
Owner:	THE OWNERS - STRATA PLAN NO 92181
Description of land:	Lots 1-118 SP 92181, Lot 2 DP 1208903
Certificate No.:	202333914
Certificate Date:	1/06/23
Receipt No:	
Fee:	\$53.00
Paid:	1/06/23

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone MU1 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure land uses support the viability of nearby centres.
- To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

Employment Zones Reform Implementation

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and

Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green

Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Retail Review and Retail Parking

This planning proposal is to amend the planning controls that currently apply to the proposed expanded retail area and amend parking controls for retail development that currently apply across the entire City of Sydney LGA..

Draft Sydney Development Control Plan 2012 – Retail Review of Southern Sydney Amendment:

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012, which was adopted by Council on 14 May 2012 and came into effect on 14 December 2012. The provisions guide future development of all land to which this development control plan applies.

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is

investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.

- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in

the Eastern Harbour City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)**

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

This SEPP does not apply to the land.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO

▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

- (1)
 - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
 - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

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

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	YES
Property is within a buffer zone	NO

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

Property is between the flood planning area and probable maximum flood.	NO
Property is outside the flood planning area and probable maximum flood	YES
Property is within a buffer zone	NO

(3) In this section

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

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

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

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

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

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

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

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 *does not* apply to the land *to which the certificate relates*.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

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

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street
Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

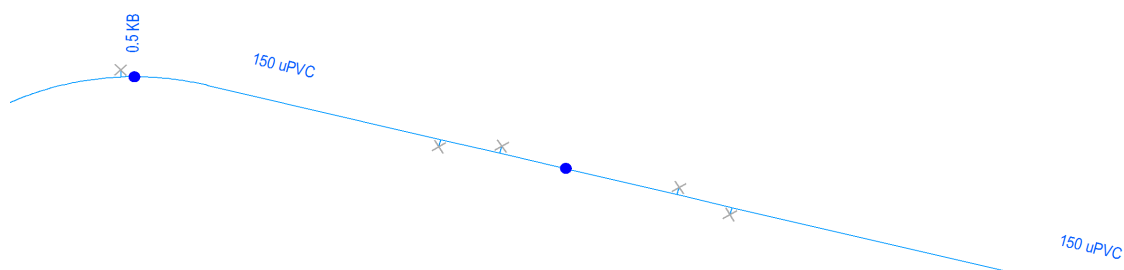
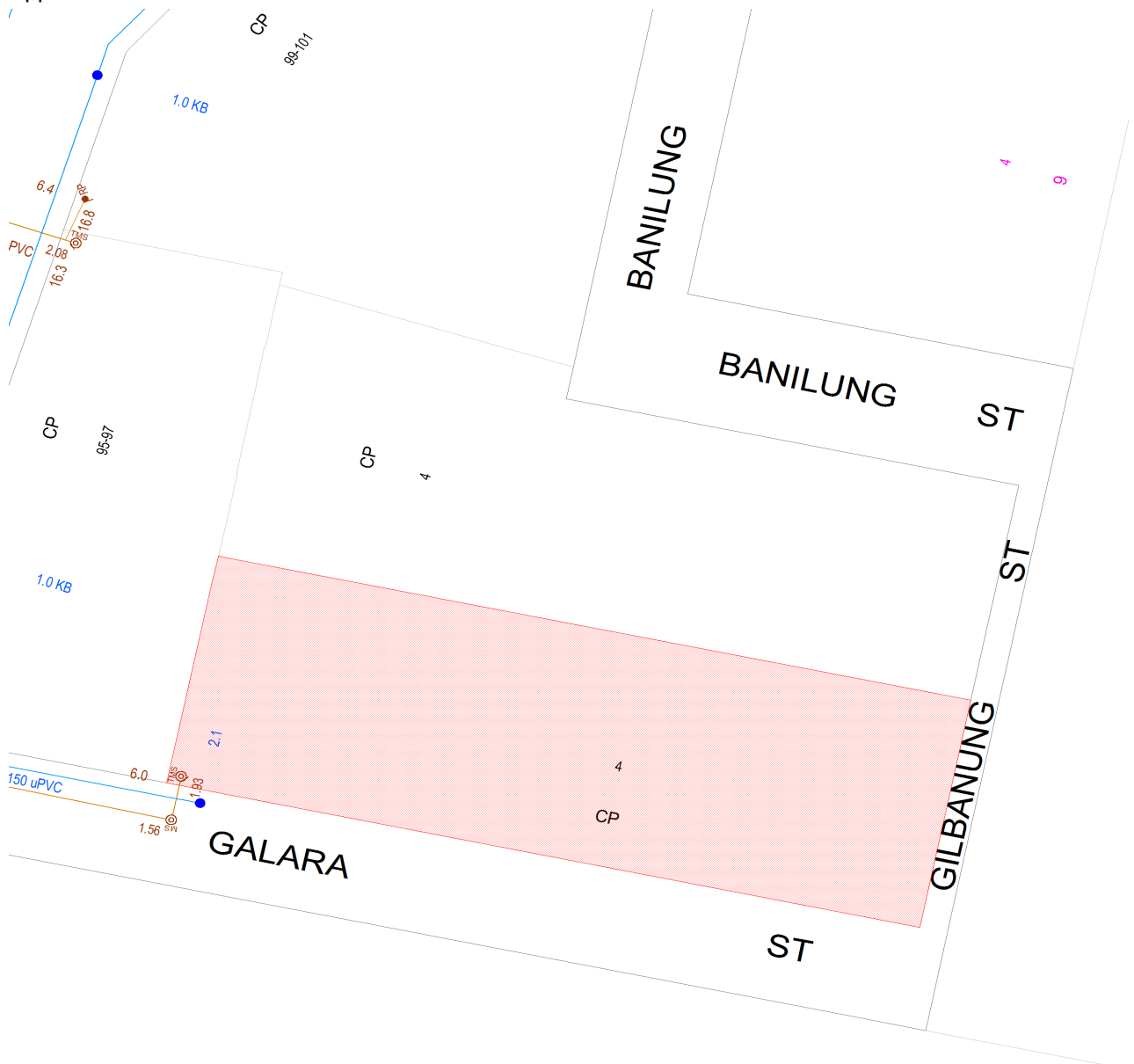
Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

*Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000*

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Service Location Print

Application Number: 8002516656



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Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

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

Further Information

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

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

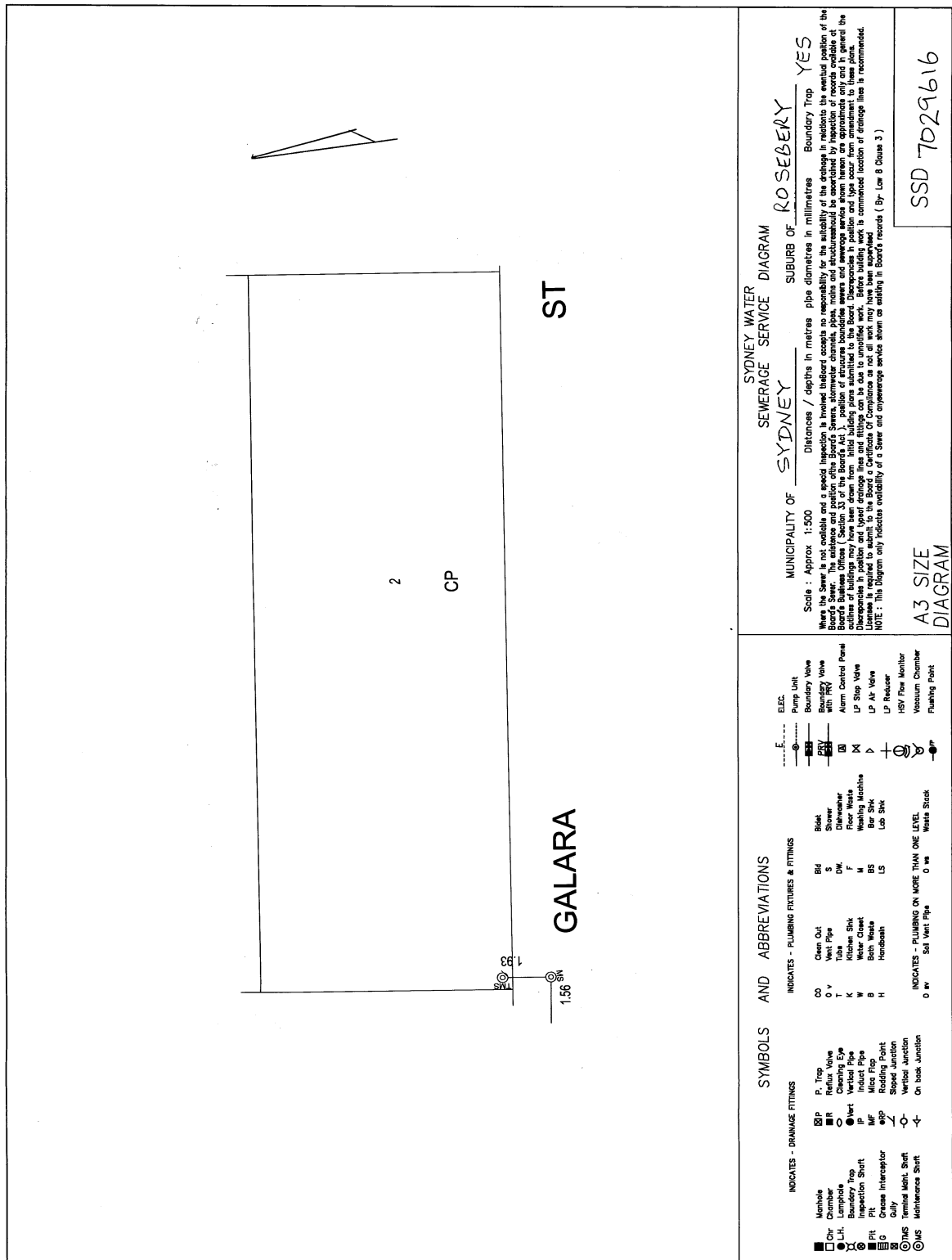
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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: 8002516617

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