

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 69245471	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38 112 McEvoy St ALEXANDRIA NSW 2015		Phone: info@infinityproperty. Fax: 9699-9793 Ref:
co-agent			
vendor	Duncan George Teevan, Mary Frances Keep 4 Pine St MARRICKVILLE NSW 2204		
vendor's solicitor	CW Conveyancing 52 Jindabyne Crescent Peakhurst Heights NSW 2210 PO Box 8 Peakhurst 2210		Phone: 02 9596 2293 Fax: email only Ref: 80520
date for completion	42 days after the contract date	(clause 15)	Email: cindyconvey@optusnet.com.au
land	2502/8 Eve St ERSKINEVILLE NSW 2043		
(Address, plan details and title reference)	Lot 93 in Strata Plan 76137 93/SP76137		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input 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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

80520

69245471

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Strata Plus P: 8198 8500
80 Cooper St Surry Hills

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

ADDITIONAL CONDITIONS

AMENDMENTS TO PRINTED CONTRACT

Page 1 of 4

- | | | |
|------|-------------------------|---|
| 33.1 | Clause 7.1.1 | 5% is replaced with \$1,000. |
| 33.2 | Clause 7.2.1 | 10% is replaced with 1% |
| 33.3 | Clause 6.1 | the words " <i>and whether substantial or not</i> " are deleted. |
| 33.4 | Clause 6.2 | is deleted. |
| 33.5 | Clauses 10.1.8 & 10.1.9 | The word " <i>substance</i> " is replaced with the word " <i>existence</i> ". |
| 33.6 | Clause 20.6.5 | the words " <i>however a delivery report will be sufficient evidence of the email or fax having been received and if the time noted on that delivery report is after 5.00 pm (Sydney time) on a normal business day, service shall be deemed to have been effected at 9.00 am on the next business day.</i> " are inserted at the end of clause 20.6.5. |
| 33.7 | Clause 23.6.1 | the words " <i>even if it is payable by instalments</i> " are deleted and replaced with " <i>unless it is payable by instalments in which case the purchaser is liable for any levy instalment of special expenses due after the contract date.</i> " |
| 33.8 | Clause 23.9.1 | is deleted |

MISCELLANEOUS

- 34.1 Every clause of this contract is severable from every other clause and any invalid, illegal or unenforceable clause shall in no way affect the validity or enforceability of the other clauses.
- 34.2 If there is any inconsistency between these additional conditions and the printed Law Society clauses, then these additional conditions shall prevail.

CAPACITY

- 35.1 If either party (and if more than one, then any one of them) to this contract dies, becomes incapable through unsoundness of mind of managing his own affairs or bankrupt, then the Vendor (including an individual surviving vendor) can rescind this contract, and the provisions of clause 19 shall apply.
- 35.2 If the Purchaser under this contract is a company:
- a) and becomes insolvent, goes into liquidation or receivership or has any winding up proceedings instituted against them then the Purchaser will be deemed to be in default of an essential provision of this contract and the Vendor can terminate this contract and the provisions of clause 9 shall apply;
 - b) in consideration of the vendor's agreement to sell the property to the company, the officer or person signing the contract on its behalf or who signs attesting the affixation of the seal of the company and if more than one then each of them jointly and separately:
 - i) unconditionally and irrevocably guarantees to the Vendor all obligations of the Purchaser under this contract including the payment of the purchase price, and

- ii) as a separate and additional liability indemnifies the Vendor against any claim, loss, liability or expense incurred by the Vendor caused by or arising from the Purchaser's failure to comply with any obligation under this contract.
- c) the liability of the signatories shall not be affected by any assignment of the contract or by any defect in its execution or by any want of authority of the signatories and shall not be affected by the grant of time or other indulgence or by the compromise waiver or variation of any of the Vendor's rights or by any neglect or omission to enforce such rights
- d) the above guarantees and indemnities shall be principal obligations binding the signatories and their respective successors in title as if this clause 35.2 were a deed duly executed by the parties and are to continue and remain in full force and effect until the due performance of all the obligations on the part of the Purchaser under this contract.

AGENT

- 36.1 The Purchaser warrants it was not introduced to the Vendor or the property through any other person or agency other than the Vendor's agent (if any) noted on the front page of this contract.
- 36.2 The Purchaser indemnifies the Vendor against all claims, actions, proceedings and expenses arising out of a breach of the Purchaser's warranty in 36.1. This clause will not merge on completion.

DEPOSIT

37.1 Cooling-Off

If the Purchaser has a cooling-off period then, 0.25% of the price shall be payable upon the making of this contract and the balance of the deposit shall be payable prior to the expiry of the cooling-off period.

37.2 Deposit instalments

If before the date of this contract the vendor has agreed in writing with the purchaser to accept payment of the deposit by instalments, then despite any other provision of this contract the deposit of ten percent (10%) of the Price shall be paid by instalments in the following way:

- a) as 5% of the Price on the making of this contract,
 - b) as to 5% of the Price:
 - i. immediately before completion of this agreement, or
 - ii. before its termination by the purchaser, or
 - iii. forthwith upon service of written notice by the vendors of their intention to terminate this agreement,
- whichever of those events shall occur first.

If the Purchaser defaults in the observance or performance of any obligation under this contract which is or has become essential, and the Vendor terminates the contract, the Vendor is entitled to recover from the Purchaser the amount equal to 10% of the price as liquidated damages (less any deposit paid) in addition to any other remedies available.

LATE COMPLETION

- 38.1 If the Purchaser does not complete by the Completion Date, without default by the Vendor, the Purchaser must (in addition to the balance of purchase money) pay to the Vendor on completion an amount calculated at the rate of **eight percent (8%)** per annum as interest on the balance of purchase money, to be computed daily from the day immediately after the Completion Date to and including the actual day of completion.
- 38.2 The parties agree that the amount referred to in clause 38.1 is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability for rates and outgoings. This clause 38 is an essential term of this contract.

NOTICE TO COMPLETE

39. The parties agree:
- a) fourteen (14) days is a reasonable and sufficient period to make time for completion essential in any notice to complete served pursuant to clause 15;
 - b) the notice can provide for a specific time for completion,
 - c) the notice can be withdrawn and re-issued at any time;
 - d) the recipient of the Notice to Complete, must pay costs of \$165 (including GST) - as an adjustment on settlement - to the other party.

ACKNOWLEDGEMENT BY PURCHASER

- 40.1 The Purchasers acknowledge and warrant:
- a) the contract contains the whole agreement between the parties and the Purchaser has not relied upon any representations or warranties by the Vendor or any person on behalf of the Vendor but has relied entirely upon their own enquiries of the Property in relation to (but not limited to) its use, suitability and services;
 - b) they accept the property in its present condition and state of repair, including but not limited to:
 - any latent or patent defects;
 - infestation, contamination and dilapidation;
 - any non-compliance with any regulation, code or any legislation;
 - the condition, location, existence and connection or disconnection of any services including, but not limited to, water, sewerage, drainage and plumbing, roof gutters and downpipes; gas services, electrical, telephone and other wires and cables.
- 40.2 The Vendor discloses, and the Purchasers acknowledge the property is affected as described and/or shown in the copy documents attached to this contract even if the disclosure is not specifically referred to. The purchasers cannot make any objection, requisition, claim, terminate, rescind or delay completion whatsoever in relation to anything contained in the copy documents attached to this contract or in relation to any matter contained in this clause 40.

TENANT

41.1 The Purchaser acknowledges the sale is subject to an existing tenancy and they cannot make any objection, requisition, claim or delay completion in relation to:

- (a) the tenant being in breach of the lease, including having vacated the property;
- (b) the original lease documents and transfer of rental bond form will not be handed over at settlement however an authority will be provided to collect them from the managing agent;
- (c) the managing agent may make any necessary adjustment of rent between the parties;
- (d) the terms and contents of lease documents.

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S76137/93	Unit 2502, 8 EVE ST ERSKINEVILLE 2043	\$213 756

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2020 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,



Cullen Smythe

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 93/SP76137

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2020	6:26 PM	5	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 93 IN STRATA PLAN 76137
AT ERSKINEVILLE
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

DUNCAN GEORGE TEEVAN
IN 4/5 SHARE

MARY FRANCES KEEP
IN 1/5 SHARE

AS TENANTS IN COMMON

(T AJ807086)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76137
- 2 AJ807087 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76137

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2020	6:26 PM	10	5/2/2020

LAND

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

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

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76137
ADDRESS FOR SERVICE OF DOCUMENTS:
C/-STRATA PLUS PTY LIMITED
PO BOX H181
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 103
SP82176 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 2 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) AFFECTING THE PART SHOWN SO DESIGNATED IN DP1091358
- 3 AB902987 LEASE TO TELSTRA CORPORATION LIMITED OF THE PART SHOWN HATCHED IN PLAN(PAGE 23A) WITH AB902987.
EXPIRES: 28/6/2010. OPTION OF RENEWAL: FOUR (4) OPTIONS OF FIVE(5) YEARS EACH.
- 4 DP788543 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN DP1091358
- 5 SP76137 RIGHT OF ACCESSWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP76137 EASEMENT FOR DRAINAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 SP76137 POSITIVE COVENANT
- 8 SP82176 EASEMENT FOR ACCESS 2.6, 3 & 4 METRE(S) WIDE (C) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 SP82176 EASEMENT FOR DRAINAGE VARIABLE WIDTH (J) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP76137

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

10 SP82176 RIGHT OF ACCESS VARIABLE WIDTH (K) AFFECTING THE
PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

11 SP82176 POSITIVE COVENANT

12 AM859019 INITIAL PERIOD EXPIRED

13 AP876492 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 76137

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

STRATA PLAN 82176

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
104	- 645	105	- 517	106	- 451	107	- 716
108	- 505	109	- 541	110	- 430	111	- 610
112	- 506	113	- 477	114	- 537	115	- 492
116	- 501	117	- 716	118	- 728	119	- 728
120	- 728	121	- 728	122	- 728	123	- 721
124	- 712	125	- 723	126	- 682	127	- 704
128	- 724	129	- 477	130	- 520	131	- 595

END OF PAGE 2 - CONTINUED OVER

80520

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FOLIO: CP/SP76137

PAGE 3

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

STRATA PLAN 82176

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
132	- 552	133	- 622	134	- 634	135	- 646
136	- 665	137	- 657	138	- 661	139	- 661
140	- 661	141	- 669	142	- 758	143	- 789
144	- 752	145	- 752	146	- 752	147	- 750
148	- 744	149	- 736	150	- 716	151	- 703
152	- 1091	153	- 1057	154	- 1057	155	- 1057
156	- 1057	157	- 1057	158	- 1057	159	- 1057
160	- 1057	161	- 1057	162	- 1133	163	- 48
164	- 48						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

80520

PRINTED ON 28/5/2020

STRATA CERTIFICATE

Name of Owner/Accredited Certifier: **GORDON WREN**,
being satisfied that the requirements of the
Strata Schemes (Freehold Development) Act 1973
and the Strata Schemes (Leasehold Development) Act 1986
have been complied with, approves of the proposed:
Strata plan

~~Strata plan of subdivision~~
illustrated in the annexure to this certificate.

~~The accredited certifier is satisfied that the plan is~~
~~consistent with a relevant development consent in force and~~
~~that all conditions of the development consent that by its~~
~~terms are required to be complied with before a strata~~
~~development may be issued, have been complied with.~~
The strata plan, ~~being a plan of subdivision~~ is part of a
development scheme. The owner/accredited certifier is satisfied
that the plan is consistent with any conditions of any development
consent and that the plan gives effect to the stage of the
strata development project to which it relates.
The Council does not object to the ~~enactment of~~
the building beyond the alignment of
The Accredited Certifier is satisfied that the building
complies with a relevant development consent in force
that allows the encroachment.

* This approval is given on the condition that the use of
lot 1a) being utility lot 1 is designed to be used
primarily for the storage or accommodation of boats, motor
vehicles or goods and not for human occupation as a
residence, office, shop or a lot or proposed lot not being
proprietor or occupier of a lot or proposed lot for the
purpose of such a use, the subject of the strata scheme
concerned, as referred to in Section 39 Strata Schemes
(Freehold Development) Act 1973 or Section 68 of the
Strata Schemes (Leasehold Development) Act 1986.

Date: **5 JAN 2006**

Subdivision No.: **SC818**

Accreditation No.: **P50A 003**

Relevant Development Consent No: **U02-01094**

Issued by: **SOUTH SYDNEY COUNCIL**

Authorised Development Manager/Accredited Certifier
* Complete, or delete if inapplicable.

SURVEYOR'S CERTIFICATE

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

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

(2) ~~that the building encroaches on a public place~~
~~that the building encroaches on a public place~~
than a public place in respect of which
encroachment an appropriate assessment;
* has been created under Section 88B of the
Encroaching Act 1989
(3) the survey information recorded in the
accompanying location plan is accurate.

Signature: *Richard Lawrence*
Date: **4/11/2005**

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

THIS IS SHEET 1 OF MY PLAN IN 21 SHEETS

~~Does your plan conform Model By-laws adopted for the scheme~~
~~Keeping of Animals-Option A and B~~
Schedule of By-laws in 74 streets filed with plan
-the By-laws apply-
* Strike out whichever is inapplicable

FOR LOCATION PLAN SEE SHEETS 2 AND 3 AND 4

SEE SHEET 5 FOR THE SCHEDULE OF UNIT ENTITLEMENTS

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

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

Parish: PETERSHAM County: CUMBERLAND

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

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


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

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

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

THIS PLAN CONTAINS A STRATA DEVELOPMENT
CONTRACT COMPRISING 21 SHEETS

SP76137

Registered:  1.2.2006

Purpose: STRATA PLAN

Ref Map: ROLL PLAN 11#

Last Plan: DP1091358

Executed by BOS International (Australia)
Ltd ABN 23 046 601 250 by its duly
constituted Attorney under Power of
Attorney Book 4467 No. 58 dated
19 July 2005 who has no notice of
revocation of such Power of Attorney
in the presence of:

Scan Harvey
SCAN HARVEY.

Bos International (Australia) Ltd
by its attorney:

Michael
Michael Glen Davidson, Director

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 21 Sheets

MACDONALD

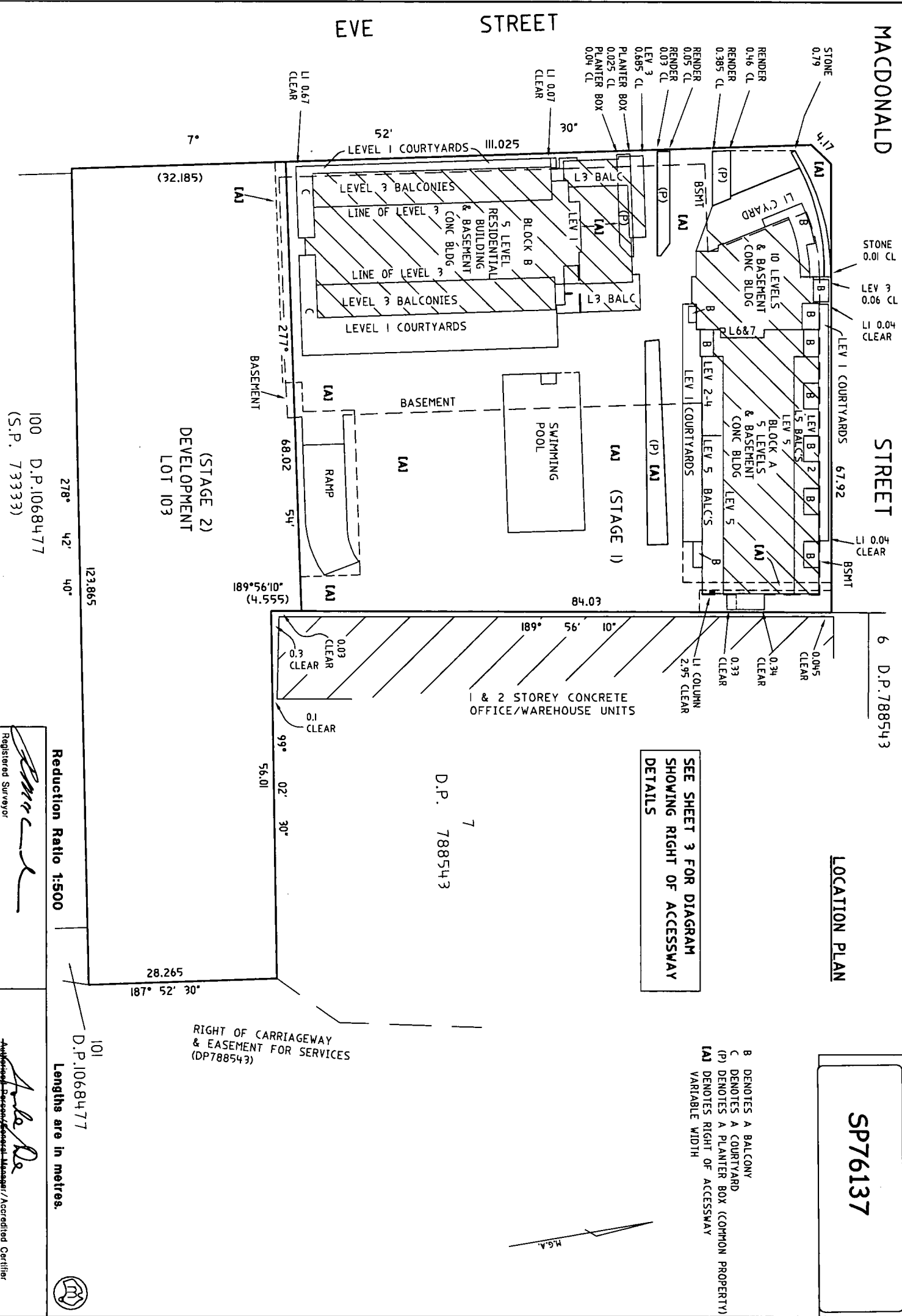
STREET

6 D.P.788543

LOCATION PLAN

SP76137

EVE STREET



COMP FILE: 02012-10G.DWG

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

Reduction Ratio 1:500
Registered Surveyor

Surveyors Reference: 02012-10/G

Lengths are in metres.

D.P.1068477



DIAGRAM
LOCATION PLAN &
RIGHT OF ACCESSWAY PLAN
(LEVEL 1)

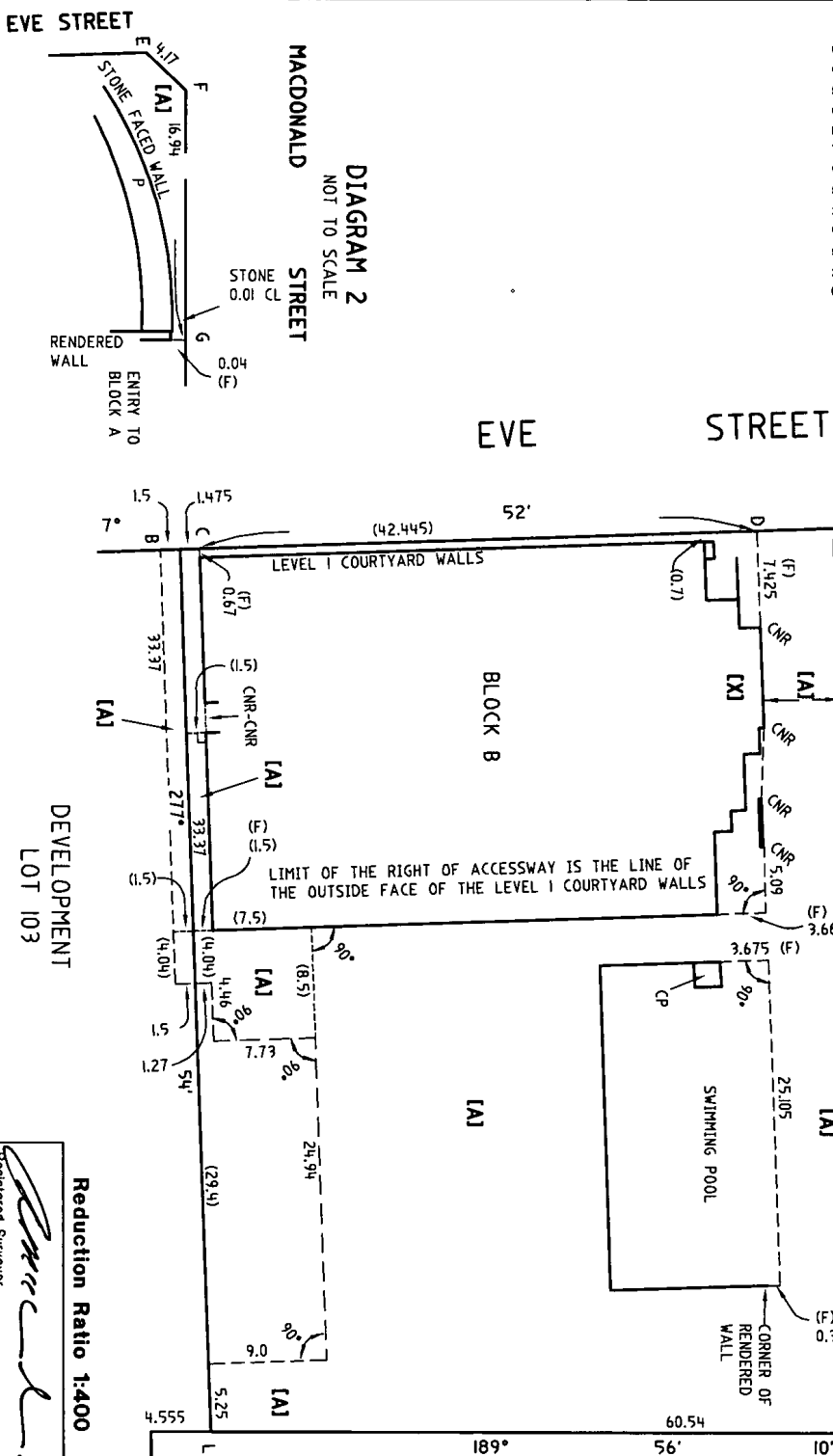
MACDONALD

STREET

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76137

THE LIMIT OF THE RIGHT OF ACCESSWAY [A] IS COINCIDENT WITH THE PROPERTY BOUNDARY BETWEEN THE POINTS B-C & D-E-F-G & H-J & K-L



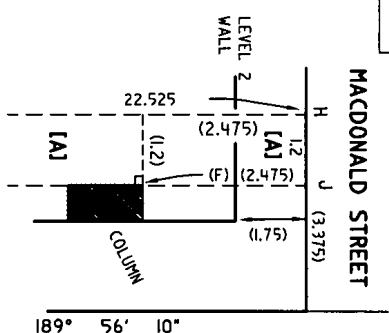
SEE DIAGRAM 1

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

DIAGRAM 1
NOT TO SCALE

NOT TO SCALE

MACDONALD STREET



D.P. 788543

[A] RIGHT OF ACCESSWAY (VARIABLE WIDTH)

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

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

CP DENOTES COMMON PROPERTY

CNR DENOTES THE CORNER OF A WALL OR COLUMN

H DENOTES A RIGHT ANGLE (90°)

P DENOTES A PLANTER BOX

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

Reduction Ratio 1:400

Lengths are in metres.

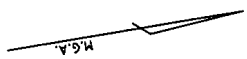


**DIAGRAM
LOCATION PLAN &
EASEMENT FOR DRAINAGE
(LEVEL 1)**

MACDONALD

STREET

SP76137



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

EVE STREET

BLOCK B

BLOCK A

**UPPER
FLOORS**

**UPPER
FLOORS**

**UPPER
FLOORS**

**UPPER
FLOORS**

**UPPER
FLOORS**

LIMIT OF EASEMENT FOR DRAINAGE [B] IS THE LINE OF
THE OUTSIDE FACE OF THE LEVEL 1 COURTYARD WALLS

LIMIT OF EASEMENT FOR DRAINAGE [B] IS THE LINE OF
THE OUTSIDE FACE OF THE LEVEL 1 COURTYARD WALLS

SEE DIAGRAM 1

D.P. 788543

7

[B] EASEMENT FOR DRAINAGE (VARIABLE WIDTH)
[X] UPPER SURFACE OF FLOOR TILES AT THE ENTRY TO BLOCK B
AT LEVEL 1

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

CNR DENOTES THE CORNER OF A WALL OR COLUMN

└─┘ DENOTES A RIGHT ANGLE (90°)

P DENOTES A PLANTER BOX

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

Reduction Ratio 1:400

Lengths are in metres.



Registered Surveyor

Authorised Person/Competent Manager/Accredited Certifier

SURVEYORS REFERENCE: 02012-10/G

SP76137

SCHEDULE OF UNIT ENTITLEMENT

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

Lot 103 - Development Lot

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

Reduction Ratio

Lengths are in metres.

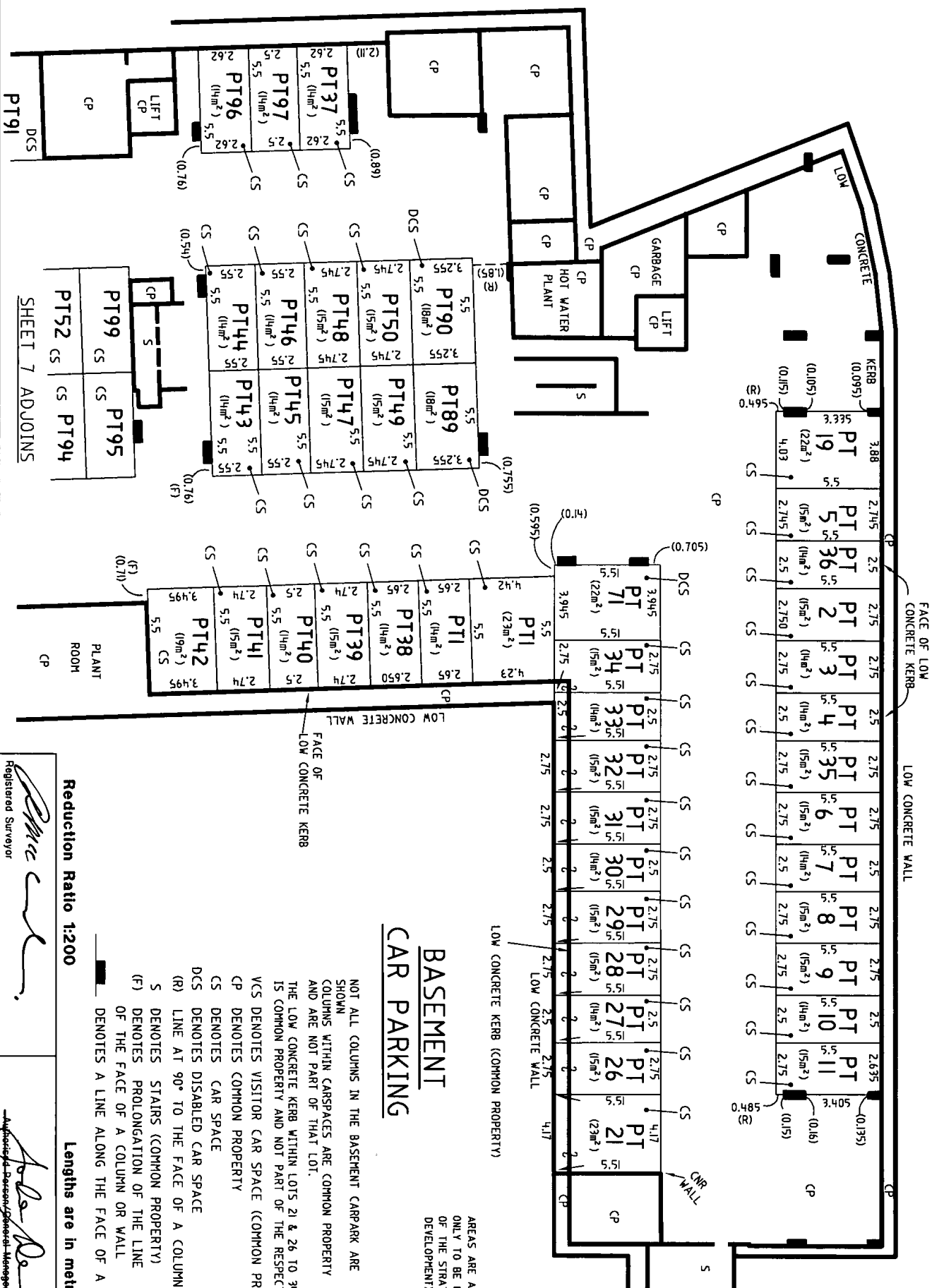


Registered Surveyor



Licensed Surveyor/General Manager/Accredited Certifier


SP76137



BASEMENT CAR PARKING

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

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

Reduction Ratio 1:200

Lengths are in metres.

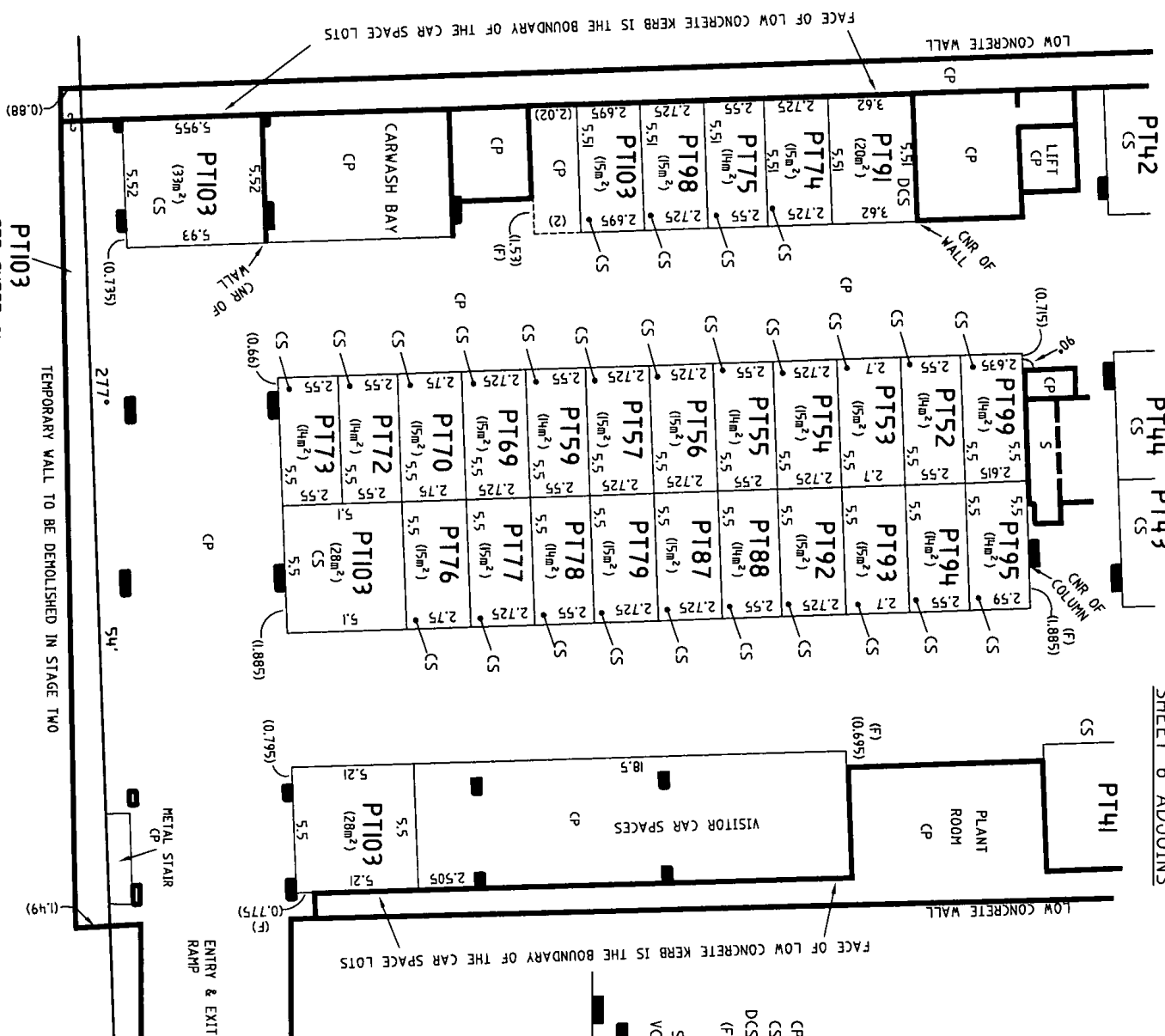
Registered Surveyor

Supervisors Reference: 02012-10/G

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SHEET 6 ADJOINS

SP76137



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

LOT 103 IS A DEVELOPMENT LOT

BASEMENT
CAR PARKING

Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

BLOCK A LEVEL 1

SEE SHEET 4 FOR CONNECTIONS AND DIMENSIONS FOR EASEMENT FOR DRAINAGE [B]

SEE SHEET 3 FOR FURTHER CONNECTIONS & DIMENSIONS FOR RIGHT OF ACCESSWAY [A]

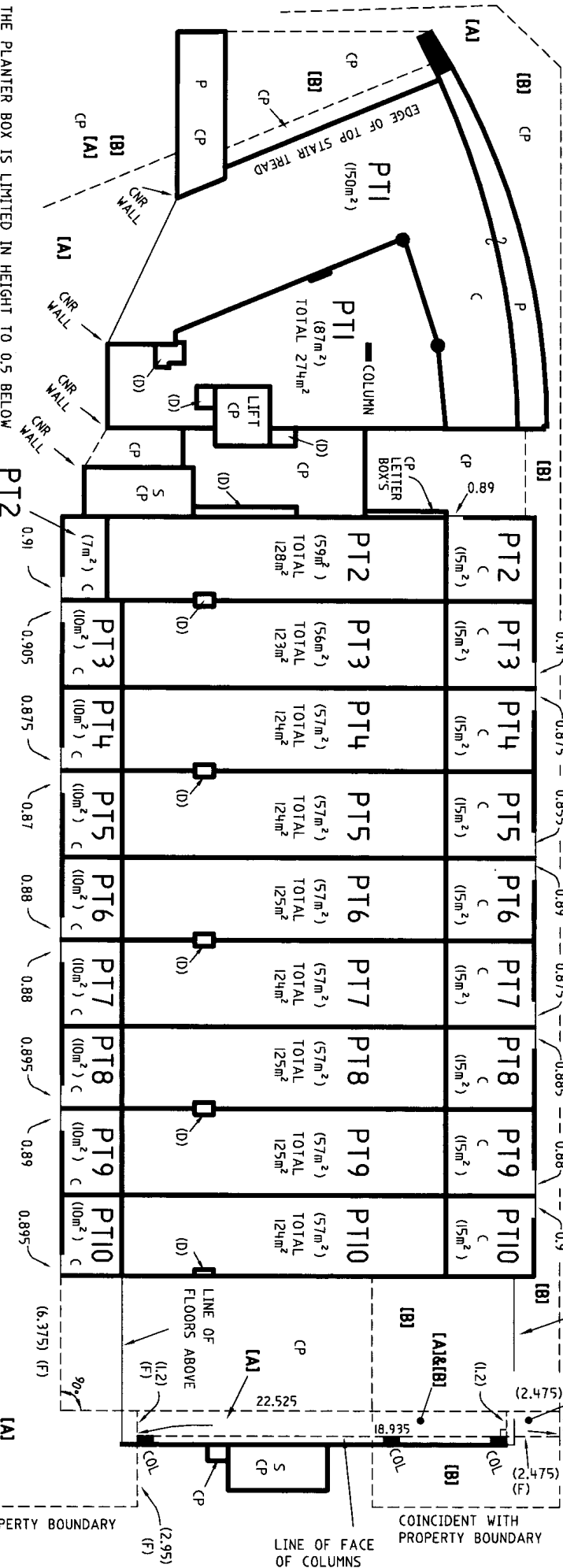
COINCIDENT WITH
MACDONALD STREET
PROPERTY BOUNDARY

COINCIDENT WITH
MACDONALD STREET
PROPERTY BOUNDARY

LINE OF
FLOORS ABOVE

LINE OF FACE
OF COLUMNS

M.G.A.



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

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

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

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

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

Reduction Ratio 1:200

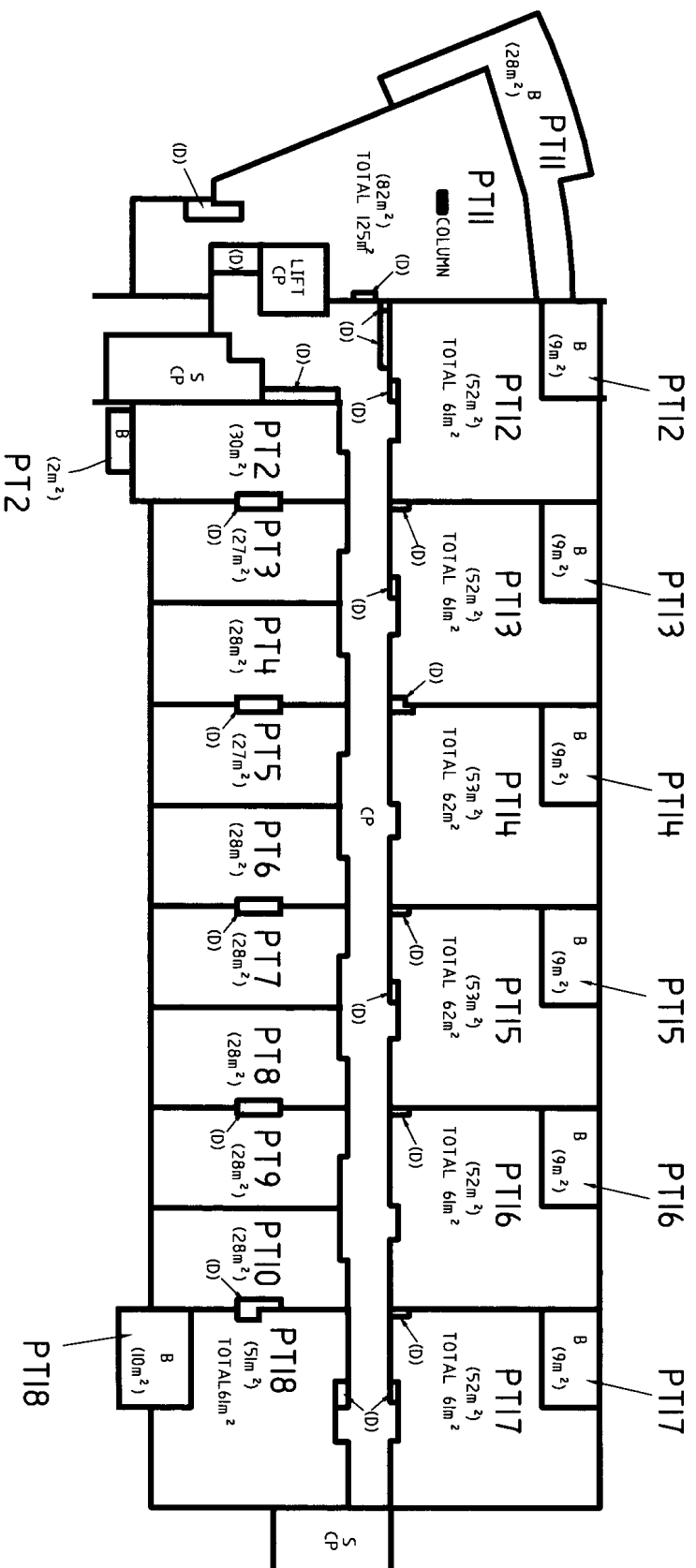
Lengths are in metres.

Registered Surveyor

Authorised Design General Manager / Accredited Certifier



SP76137



BLOCK A
LEVEL 2

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

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

Reduction Ratio 1:200

Lengths are in metres.

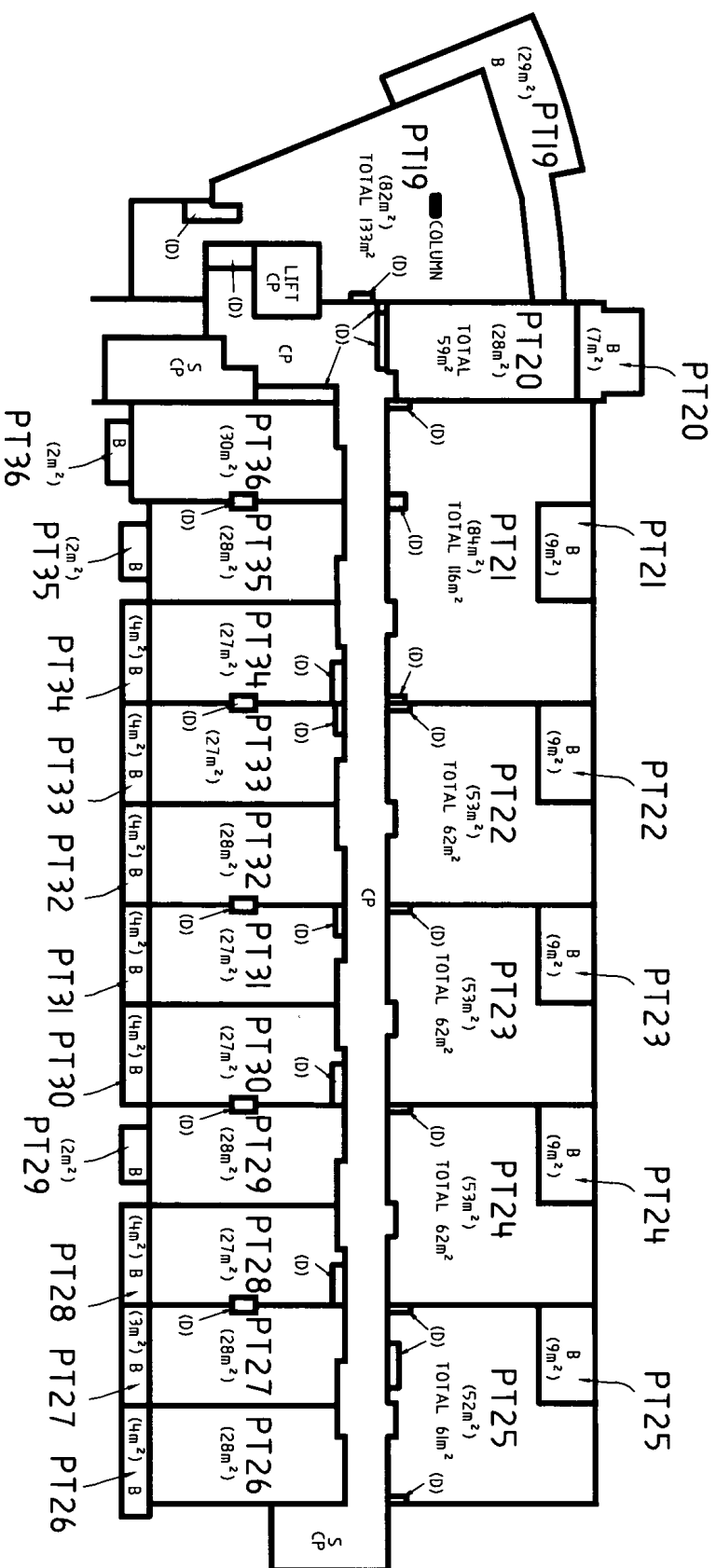
- CP DENOTES COMMON PROPERTY
- B DENOTES A BALCONY
- S DENOTES STAIRS
- D DENOTES A DUCT OR SERVICE CUPBOARD
(COMMON PROPERTY)

Registered Surveyor

Accredited Professional/General Manager/ Accredited Certifier

SURVEYORS REFERENCE: 02012-10/G

SP76137



BLOCK A LEVEL 3

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

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

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

Reduction Ratio 1:200

Lengths are in metres.



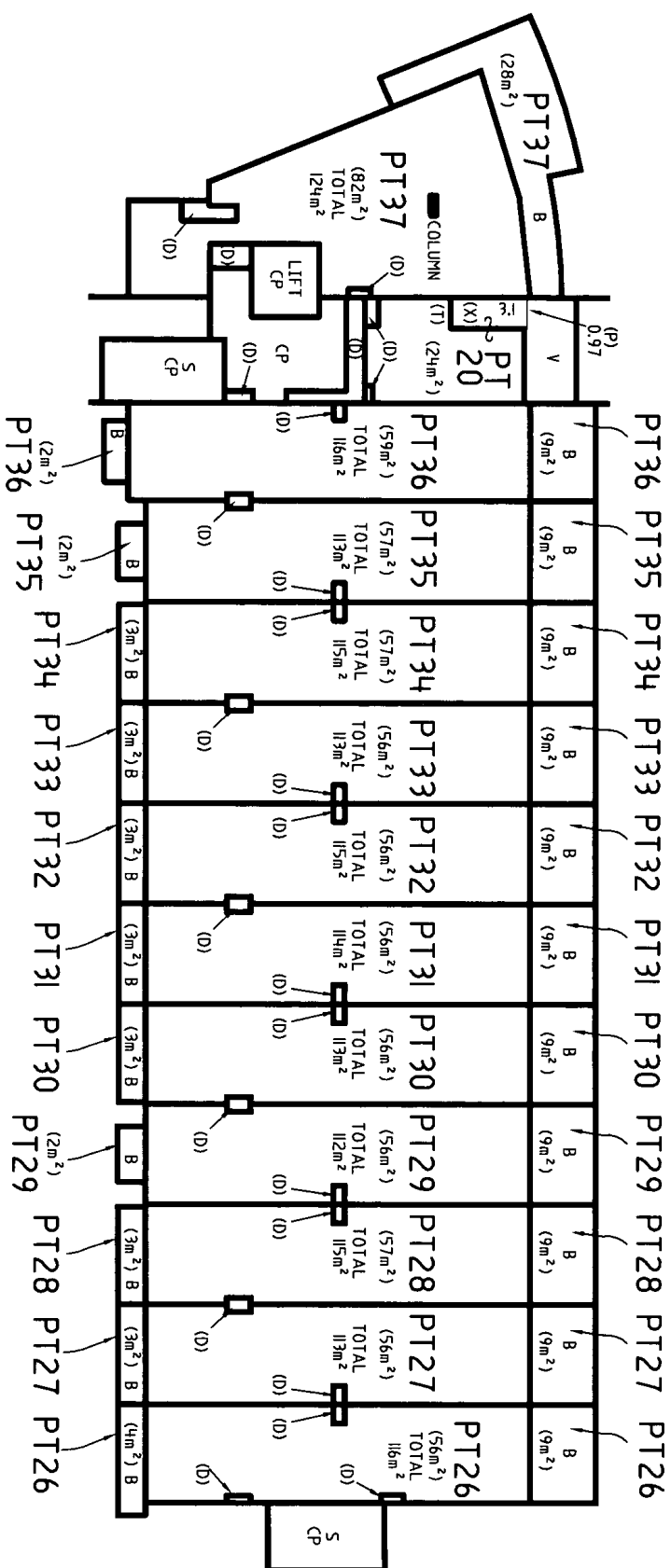
Registered Surveyor

Surveyor/Reference: 02012-10/G

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76137

BLOCK A
LEVEL 4



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

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

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

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

CP DENOTES COMMON PROPERTY
B DENOTES A BALCONY
S DENOTES STAIRS
(T) EDGE OF TOP STAIR TREAD
V DENOTES A VOID

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

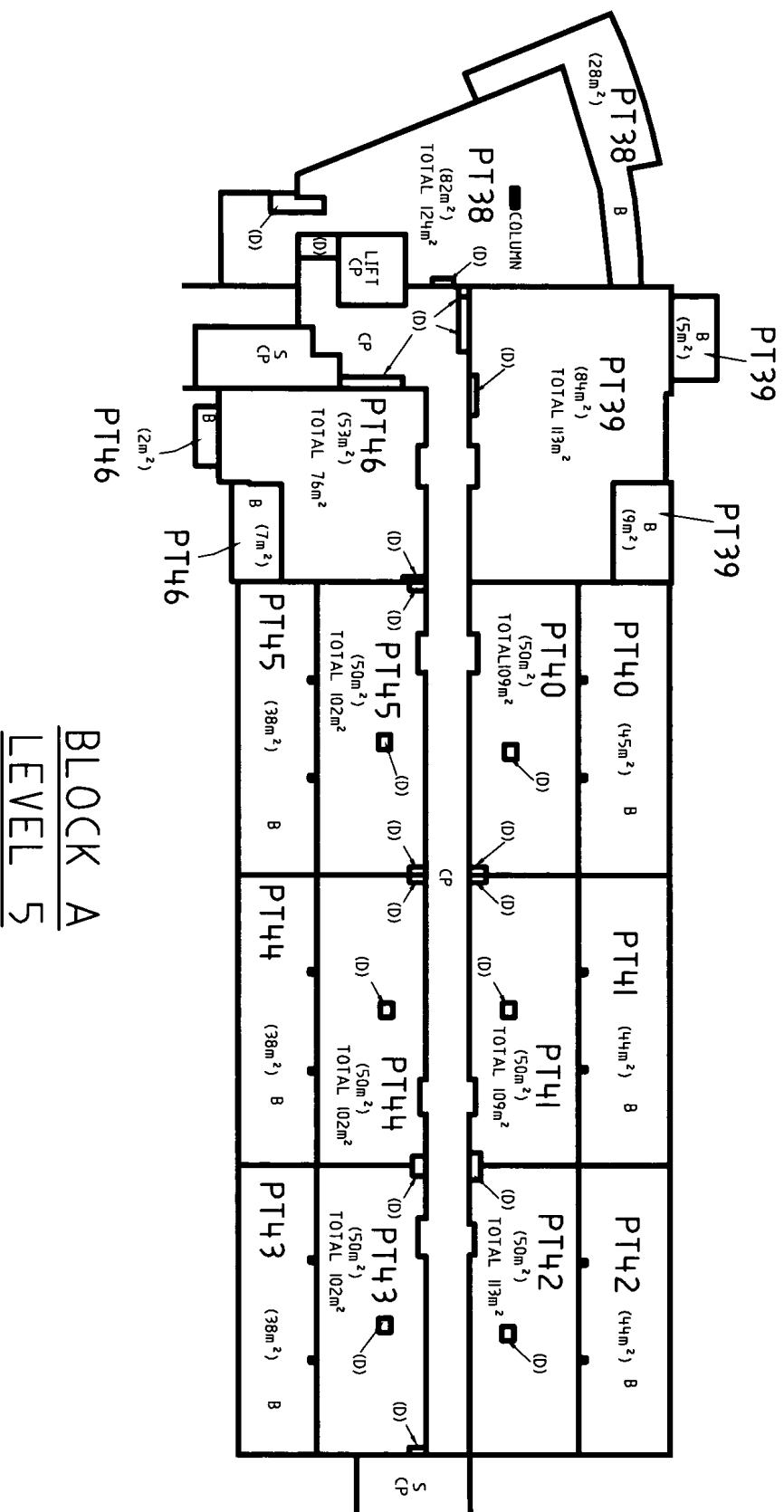
Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

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

SP76137



BLOCK A
LEVEL 5

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

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

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

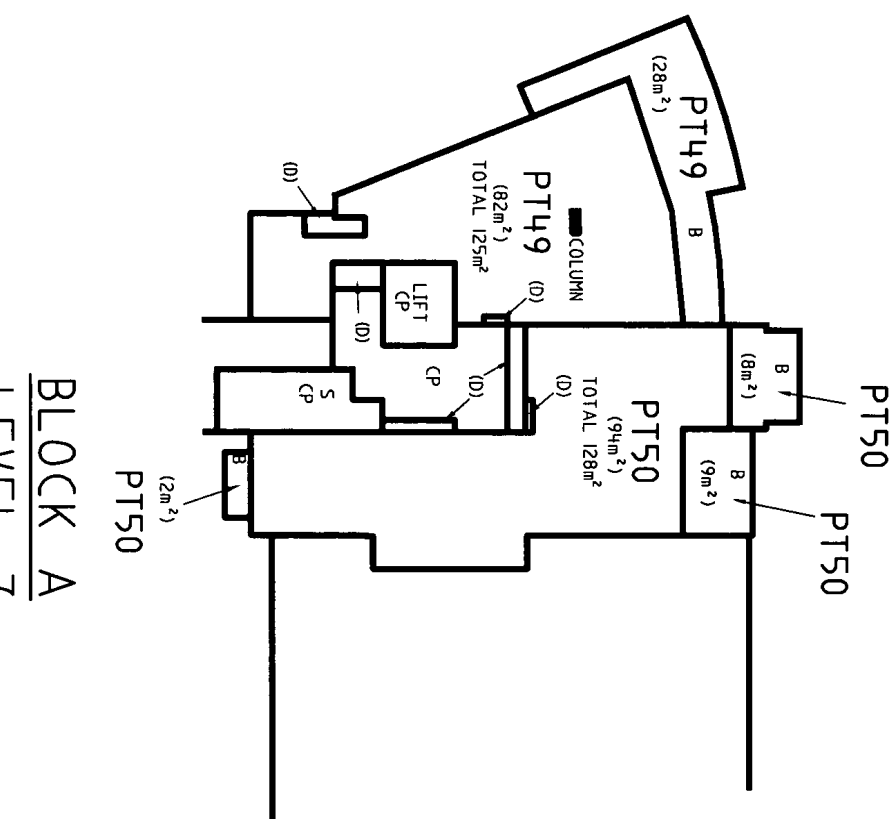
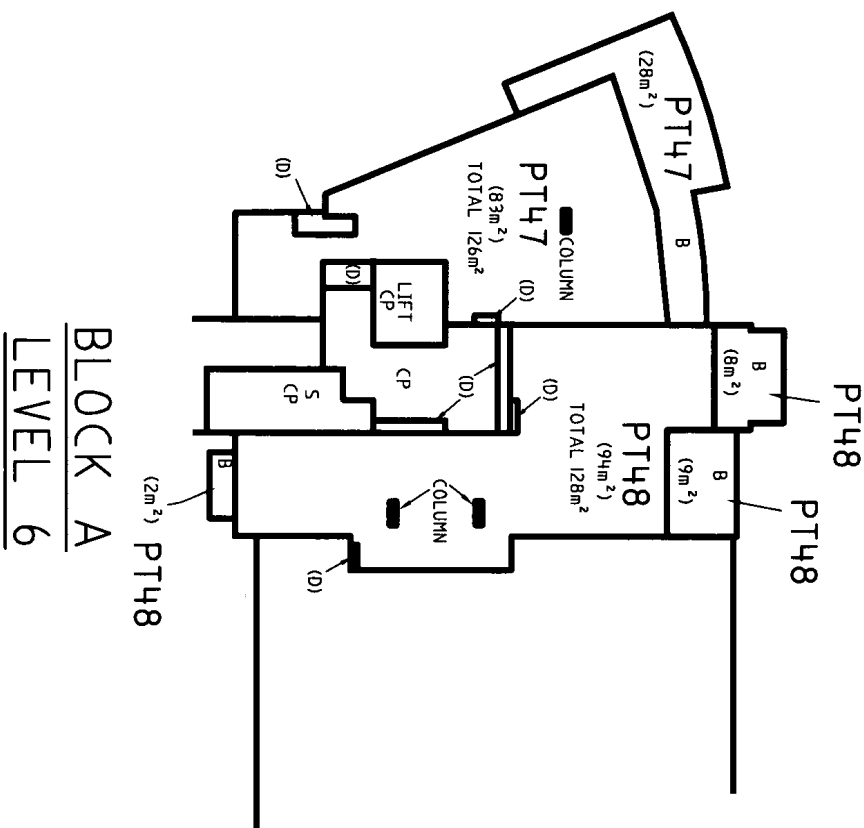
Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

Surveyors/REFERENCE: 02012-10/G

SP76137



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

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

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

Reduction Ratio 1:200

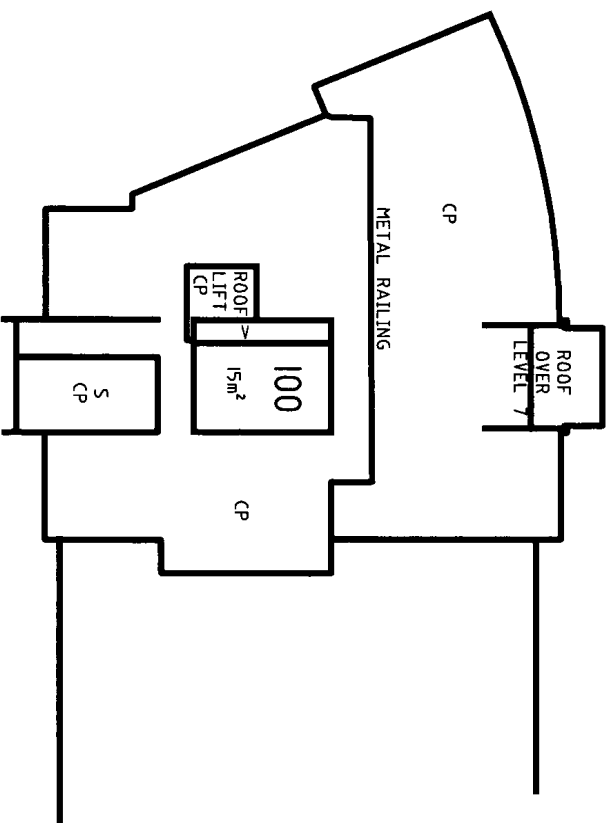
Lengths are in metres.



Registered Surveyor

Surveyors Reference: 02012-10/G

SP76137



BLOCK A
LEVEL 8

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

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

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

Reduction Ratio 1:200

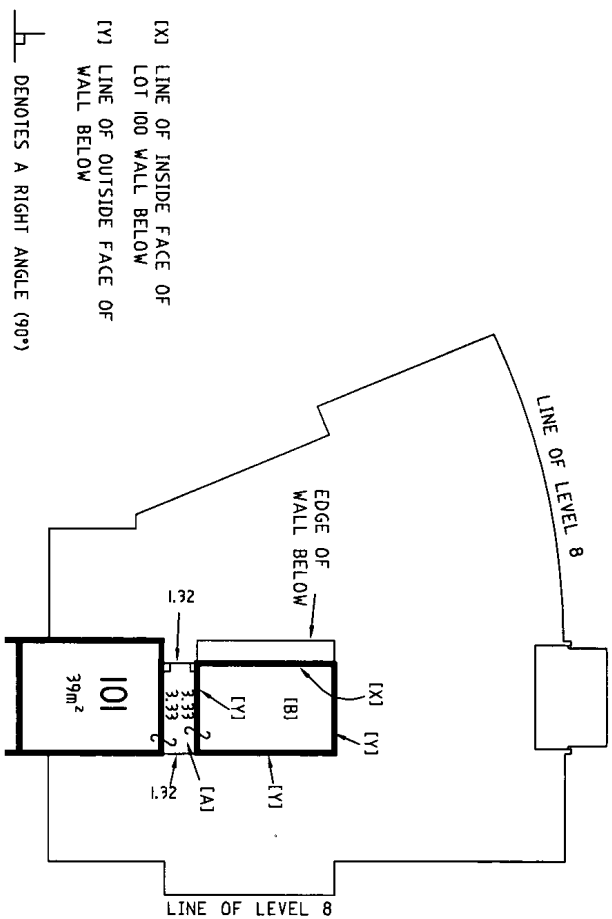
Lengths are in metres.



Registered Surveyor

Authorised Surveyor/General Manager/Accredited Certifier

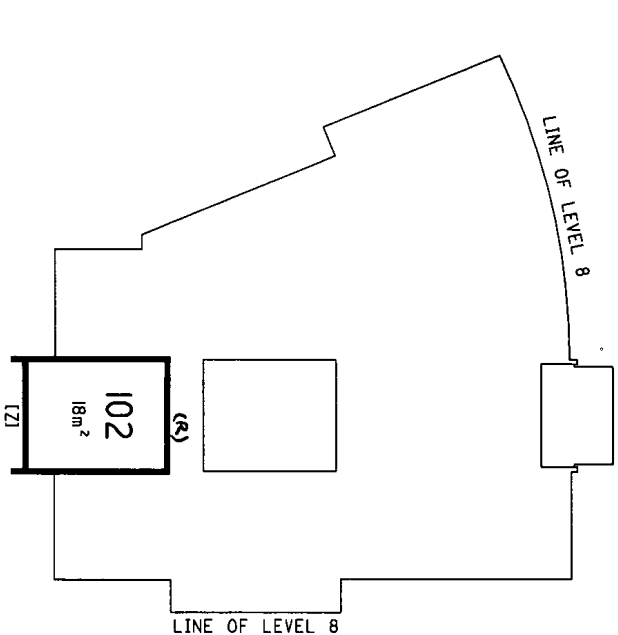
SP76137



BLOCK A
LEVEL 9

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

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



BLOCK A
LEVEL 10

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

(Z) OUTSIDE EDGE OF METAL FLOOR BEAM

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

Reduction Ratio 1:200

Lengths are in metres.

Registered Surveyor

Authorised Professional Engineer / Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 21 Sheets

SP76137

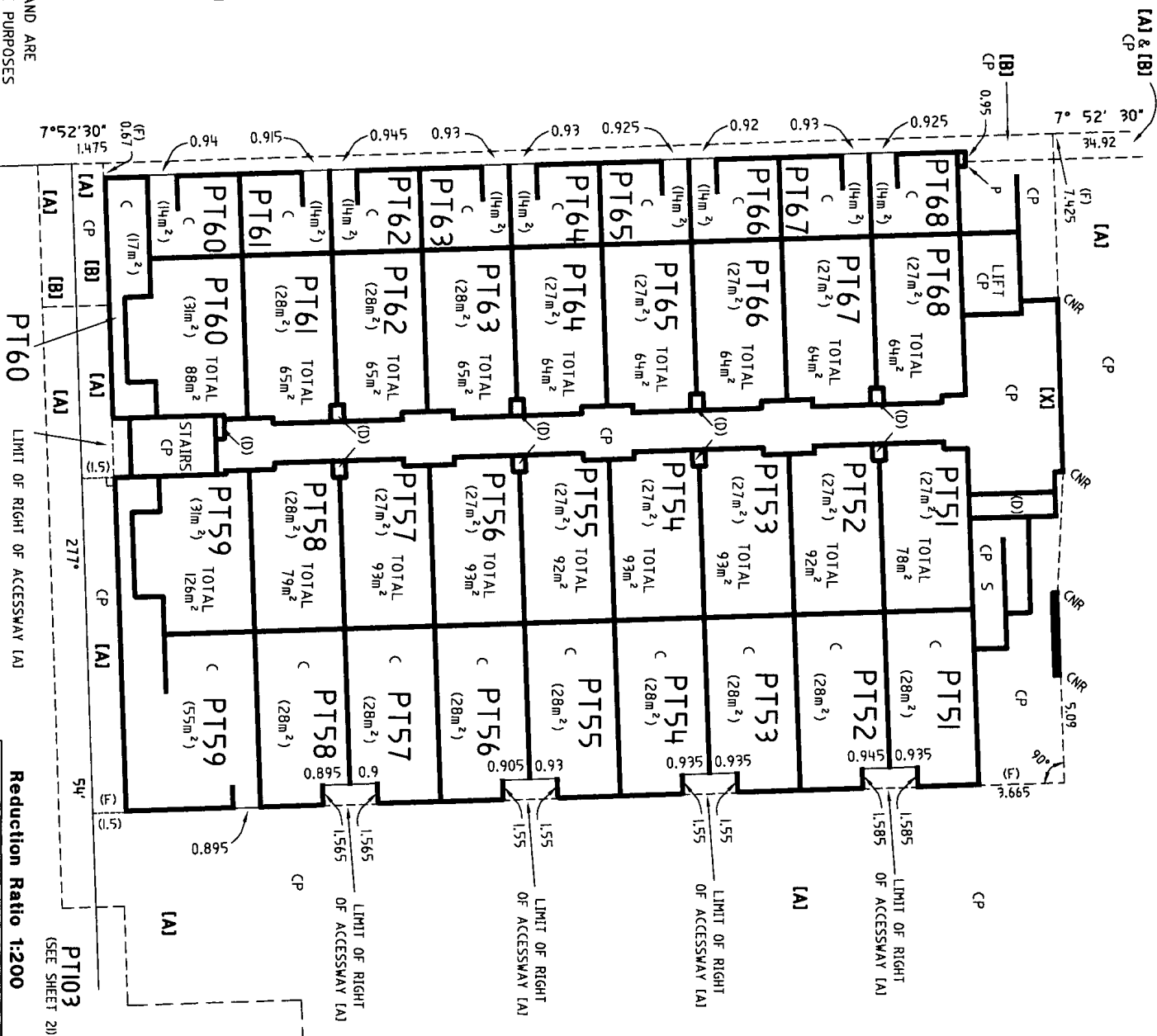
THE RIGHT OF ACCESSWAY [A] IS LIMITED IN DEPTH TO 2 METRES BELOW THE UPPER TILED SURFACE OF THE FLOOR TILES AT POINT [X] AT THE LEVEL 1 ENTRY TO BLOCK B AS SHOWN HEREON UNLESS PAVED OR OTHERWISE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CARPARK ROOF SLAB AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE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

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

BLOCK B LEVEL 1

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

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



[A] RIGHT OF ACCESSWAY (VARIABLE WIDTH)
[B] EASEMENT FOR DRAINAGE (VARIABLE WIDTH)

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

(F) DENOTES PROLONGATION OF THE LINE OF THE FACE OF A COLUMN OR WALL
CP DENOTES COMMON PROPERTY
C DENOTES COURTYARD
(D) DENOTES A DUCT OR SERVICE CURBOARD (COMMON PROPERTY)
P DENOTES A PLANTER BOX
S DENOTES STAIRS
H DENOTES A RIGHT ANGLE (90°)

COURTYARDS ARE LIMITED IN HEIGHT FROM 1.5 BELOW FLOOR SLAB OF THEIR RESPECTIVE UNITS EXCEPT WHERE COVERED OR PAVED IN CONCRETE OR TILES

Lengths are in metres.



LOT 103 IS A DEVELOPMENT LOT

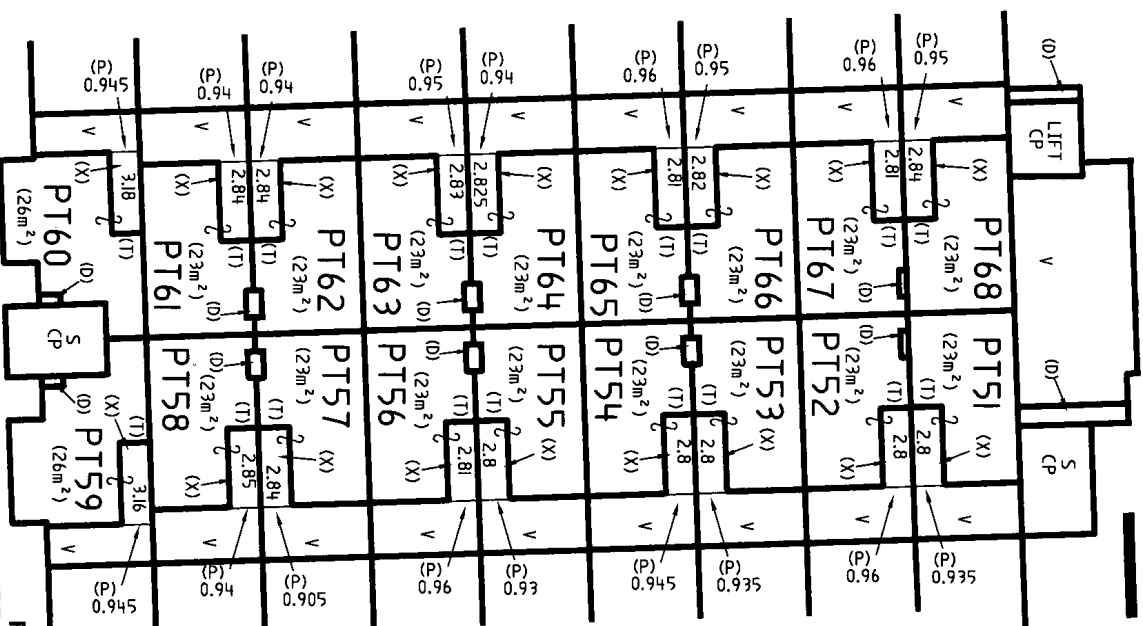
Reduction Ratio 1:200

Registered Surveyor

Surveyors/REFERENCE: 02012-10/G

SP76137

M.G.A.



BLOCK B
LEVEL 2

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

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

Reduction Ratio 1:200

Lengths are in metres.



Registered Surveyor

Approved/Designated/Control Manager/Accredited Certifier

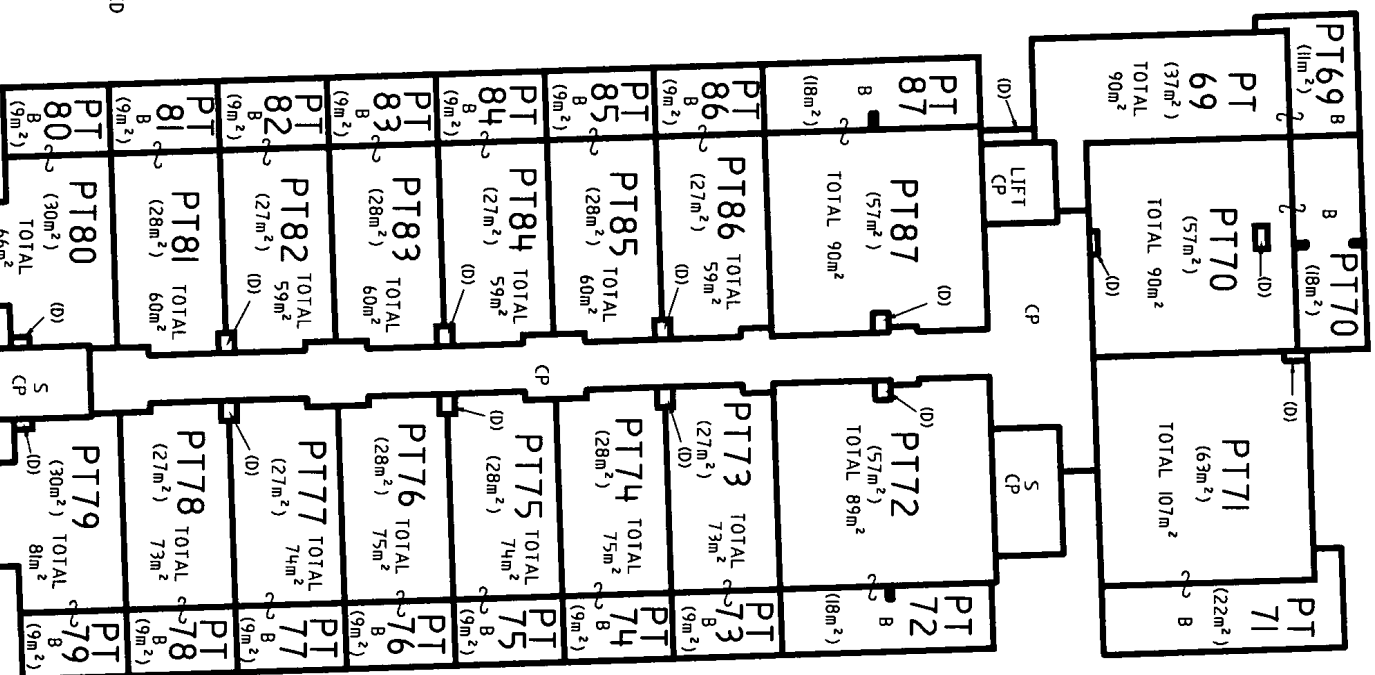
AREAS ARE APPROXIMATE AND ARE ONLY TO BE USED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

SP76137

M.G.A.

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

BLOCK B
LEVEL 3



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

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

Reduction Ratio 1:200

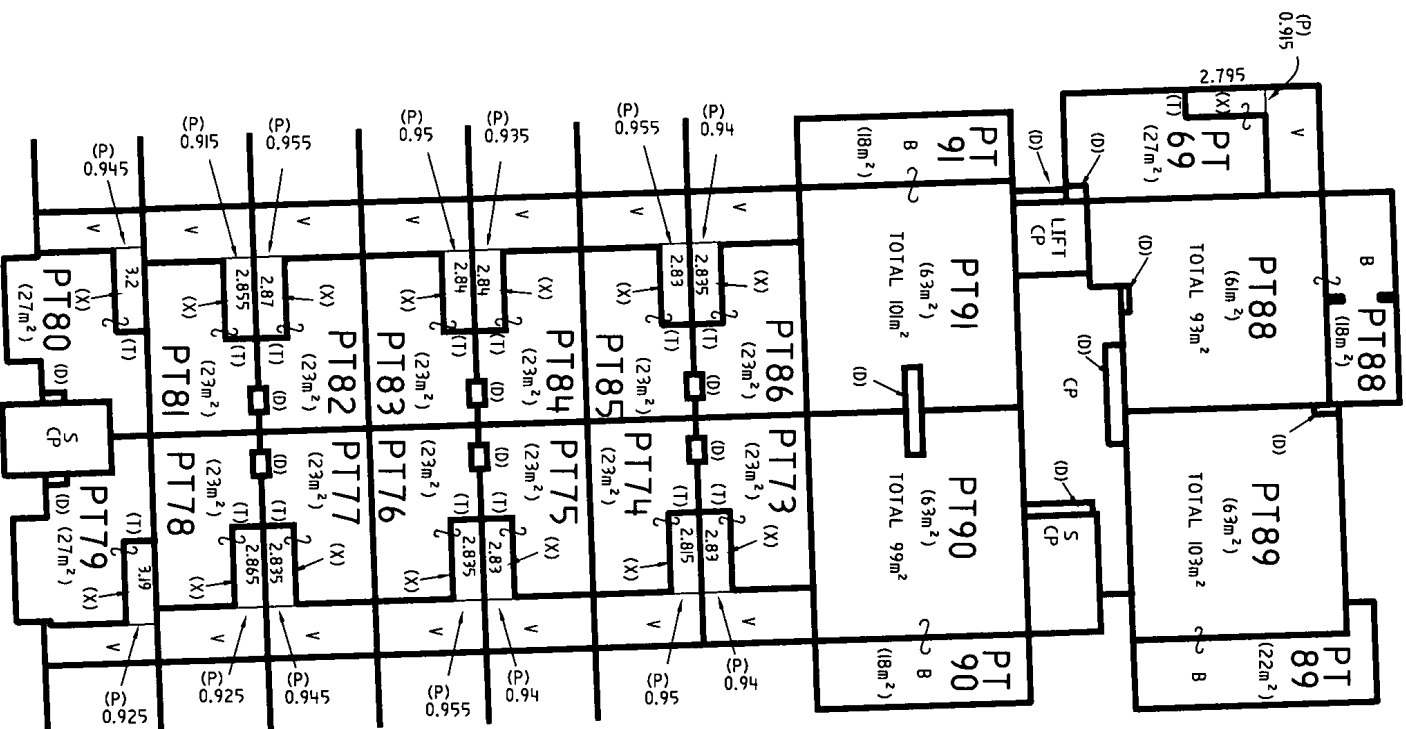
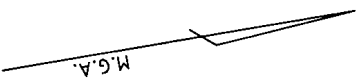
Lengths are in metres.

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76137



BLOCK B LEVEL 4

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

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

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

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

Reduction Ratio 1:200

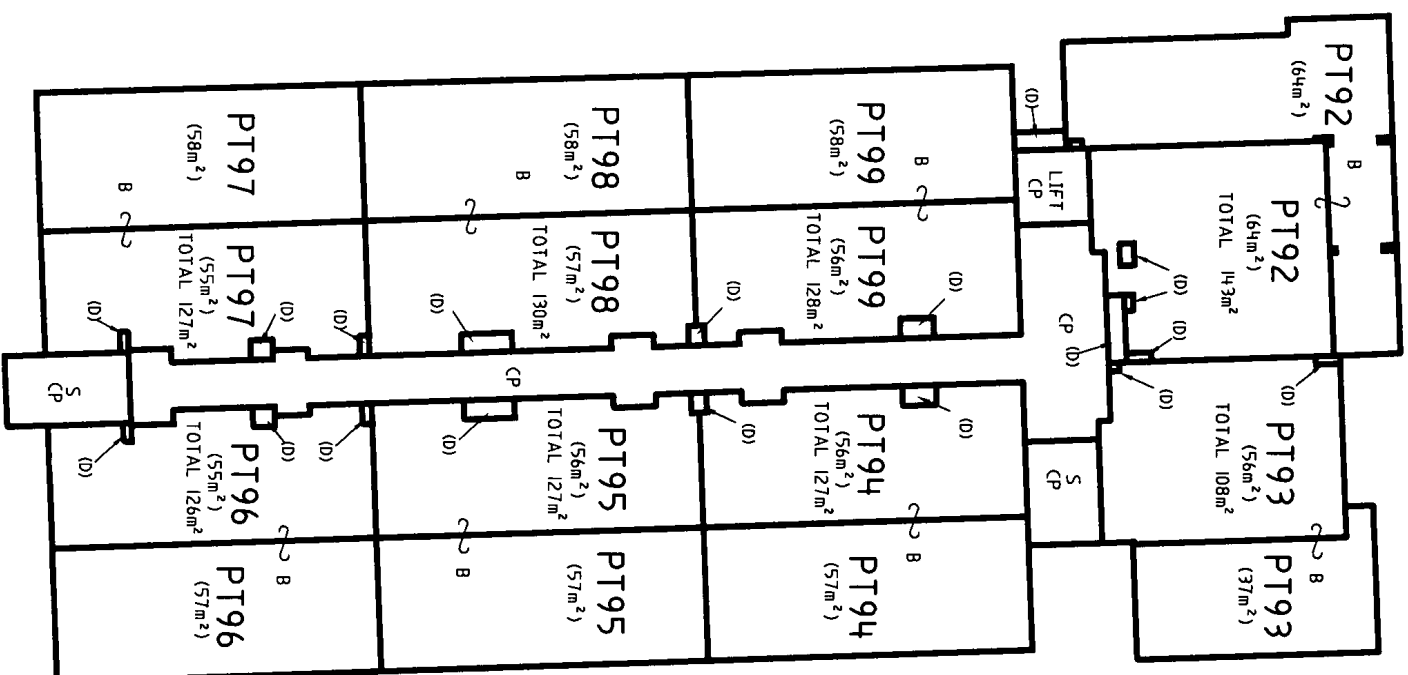
Lengths are in metres.



Registered Surveyor

Approved by the Registrar-General of Land/Accredited Certifier

SP76137



BLOCK B
LEVEL 5

Reduction Ratio 1:200

Lengths are in metres.

THE UPPER STRATUM OF THE BALCONIES
EXTENDS TO 3 ABOVE THEIR UPPER PAVED
SURFACE EXCEPT WHERE COVERED.
AREAS ARE APPROXIMATE AND ARE
ONLY TO BE USED FOR THE PURPOSES
OF THE STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973

Registered Surveyor

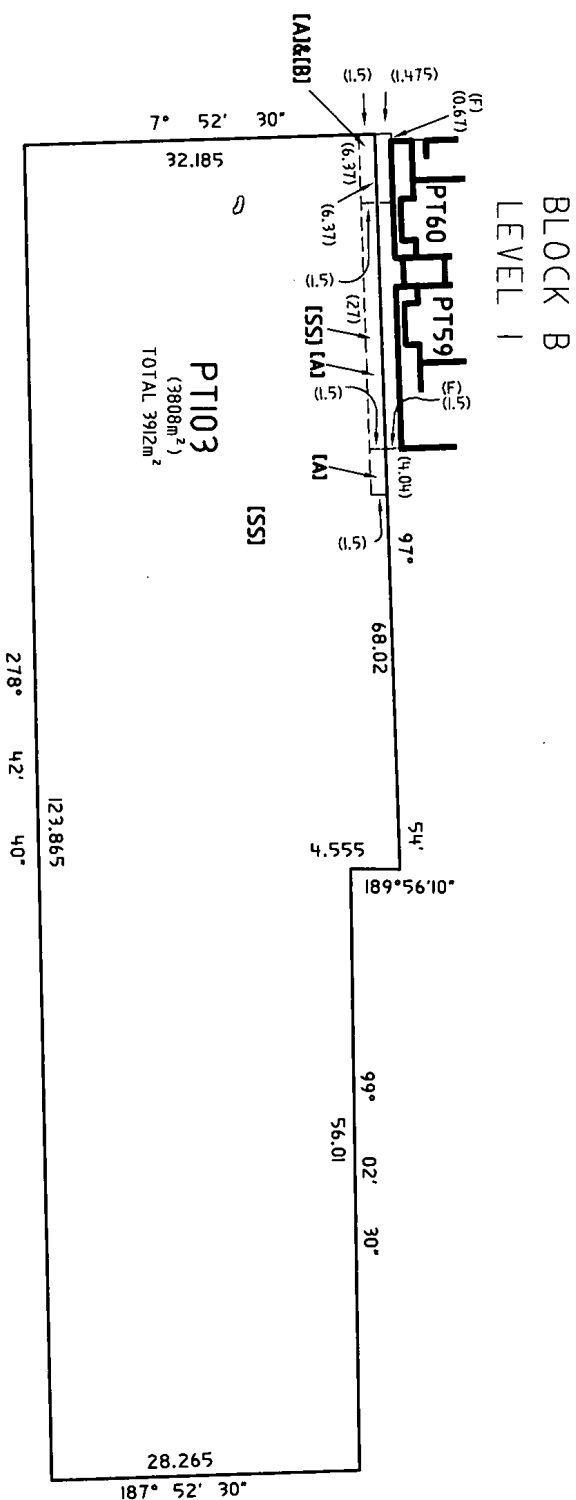
Accredited Certifier

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 21 Sheets

SP76137

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



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

DEVELOPMENT LOT 103

LEVEL 1

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

Reduction Ratio 1:500

Lengths are in metres.

Registered Surveyor

Authorised Design/General Manager/Accredited Certifier

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

Lengths are in metres

Sheet 1 of 9 sheets

SP76137

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

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

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

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s) or Prescribed Authorities
1	Right of Accessway (variable width)	Common Property	The Council of the City of Sydney
2	Easement for Drainage (variable width)	Common Property	The Council of the City of Sydney
3	Positive Covenant	Common Property	The Council of the City of Sydney

PART 2 (Terms)

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

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

.....
Council's Authorised Person

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

Lengths are in metres


Sheet 2 of 9 sheets

SP76137

PLAN OF SUBDIVISION OF
LOT 1 DP1091358
Covered by Subdivision Certificate
No SC818 of Strata

PART 2 (continued)

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


.....
Council's Authorised Person

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

Lengths are in metres

Sheet 3 of 9 sheets

SP76137

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

PART 2 (continued)

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

- 2.1 The *grantor* grants the body having the benefit of this easement the right, to allow in the event of flooding (including 100 ARI flood levels) the drainage of water (accumulated naturally and temporarily detained) to and from the site of the easement marked "[B]" on the plan.
- 2.2 The grantor covenants:
- a) to indemnify the Council in respect of any claims for loss or damage made against the Council being claims for loss or damage arising as a consequence of any inundation or action by stormwater within the burdened area, being the part of the lot designated and marked "[B]" on the Plan; and
 - b) to keep in force with an insurance company licensed to trade in Australia in the name of the grantor noting the name of the Council, a public liability insurance policy to cover the burdened area for an amount of not less than ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a certificate of currency of the policy within one (1) month of the renewal date of the policy.
- 2.3 The Authority having the right to release, vary or modify this Easement for Drainage is the Council of the City of Sydney.



.....
Council's Authorised Person

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

Lengths are in metres

Sheet 4 of 9 sheets

SP76137

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

PART 2 (continued)

3. TERMS OF POSITIVE COVENANT NUMBERED 3 IN THE PLAN

3.1 The registered proprietor will:

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



.....
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
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AND SECTION 7(3) OF THE STRATA (FREEHOLD DEVELOPMENT) ACT 1973.**

Lengths are in metres

Sheet 5 of 9 sheets

SP76137

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

PART 2 (continued)

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

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

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



.....
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
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Lengths are in metres

Sheet 6 of 9 sheets

SP76137

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

PART 2 (continued)

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

3.2 The registered proprietor will not:


.....
Council's Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE
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Lengths are in metres

Sheet 7 of 9 sheets

SP76137

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

PART 2 (continued)

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

For the purpose of this covenant:

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

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

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

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

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


.....
Council’s Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE
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Lengths are in metres

Sheet 8 of 9 sheets

SP76137

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

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

Witness

Name of witness

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

2005

in accordance with s.127 Corporations Act:

Signature of authorised person

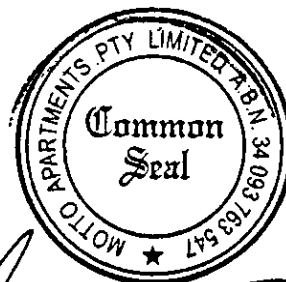
Office held (Director or Secretary)

Name of authorised person
(Please print)

Signature of Authorised Person

Authority of Authorised Person

Full Name of Authorised Person



Signature of authorised person

Office held (Director or Secretary)

Name of authorised person
(Please print)

Council's Authorised Person

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

Lengths are in metres

Sheet 9 of 9 sheets

SP76137

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

SIGNED for and on behalf of)
BOS INTERNATIONAL (AUSTRALIA))
LIMITED ABN 23 066 601 250 on)
5 January 2006 2005)

in accordance with s.127 Corporations Act:

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

Signature of authorised person in the presence of:

Signature of authorised person

Office held (Director or Secretary)

Office held (Director or Secretary)

SEAN MARVEY
Name of authorised person
(Please print)

Michael Glenn Davidson
Name of authorised person
(Please print)



.....
Council's Authorised Person

1/21

SP76137

Approved Form 15

S. 28C(1) (F)

Strata Schemes (Freehold Development) Act 1973

Strata Development Contract - Strata Plan No _____

Warning

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

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

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

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

The proposed development might not be completed.

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

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

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

Description of Development

1. Description of Land

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

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

Not applicable

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

Not applicable

4. Description of Development Lot or Lots

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

2 / 21

SP76137

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

(i) Warranted Development

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

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

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

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

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

(iii) Owners Corporation expenses

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

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

(iv) Standard of development

The developer agrees with the other parties that:

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

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

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SP76137

(v) Unauthorised use of the parcel

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

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

(vi) Restoration of common property

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

(vii) Restoration of development lot

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

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

(viii) Additional covenants for vertical staged development

Not applicable

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

Nil

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

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

A. (i) Description of Development – Stage 2

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

(ii) Common Property Amenities

Access, driveway, pathways and landscaping.

(iii) Schedule of Commencement and Completion

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

4 | 21

SP76137

(iv) Schedule of Lots

Not less than 59 lots.

(v) Working Hours

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

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

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

(vii) Internal Roadways

Construct internal roadway

(viii) Landscaping

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

(ix) Schedule of Materials and Finishes

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

(x) Vertical Staging

Nil

(xi) Contribution to Common Property Expenses

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

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

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

8. Date of Conclusion of Development Scheme

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

9. Concept Plan

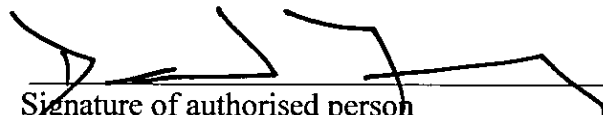
The Concept Plan is attached hereto.

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SP76137

Signatures, Consents, Approvals

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



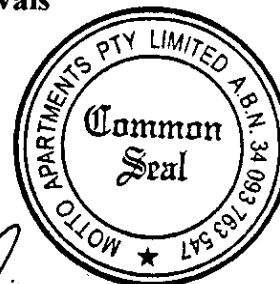
Signature of authorised person


Secretary

Office held (Director or Secretary)

DAVID FISHER.

Name of authorised person
(Please print)





Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

GEORGE TAN

Name of authorised person
(Please print)

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

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

Signature of authorised person

Office held (Director or Secretary)

Name of authorised person
(Please print)

Signature of authorised person

Office held (Director or Secretary)

Name of authorised person
(Please print)

6/21

SP76137

Signed by
BOS INTERNATIONAL (AUSTRALIA)
LIMITED ABN 23 066 601 250
on 5 January 2005
in accordance with s.127 Corporations Act:
by its duly constituted Attorney under Power
of Attorney Book 4467 No.58 dated 19 July 2005
who has no notice of revocation of such Power
of Attorney in the presence of:
Signature of authorised person

Sean Marvey
Office held (Director or Secretary)

SEAN MARVEY.
Name of authorised person
(Please print)

Michael Glenn Davidson
Signature of authorised person

Director
Office held (Director or Secretary)

Michael Glenn Davidson
Name of authorised person
(Please print)

Certificate of Approval

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No *U02-01094/B*, and *issued on 14 Jan. 2005*,
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent: (fill in if applicable)

Date: *4.1.2006*

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



MACDONALD STREET

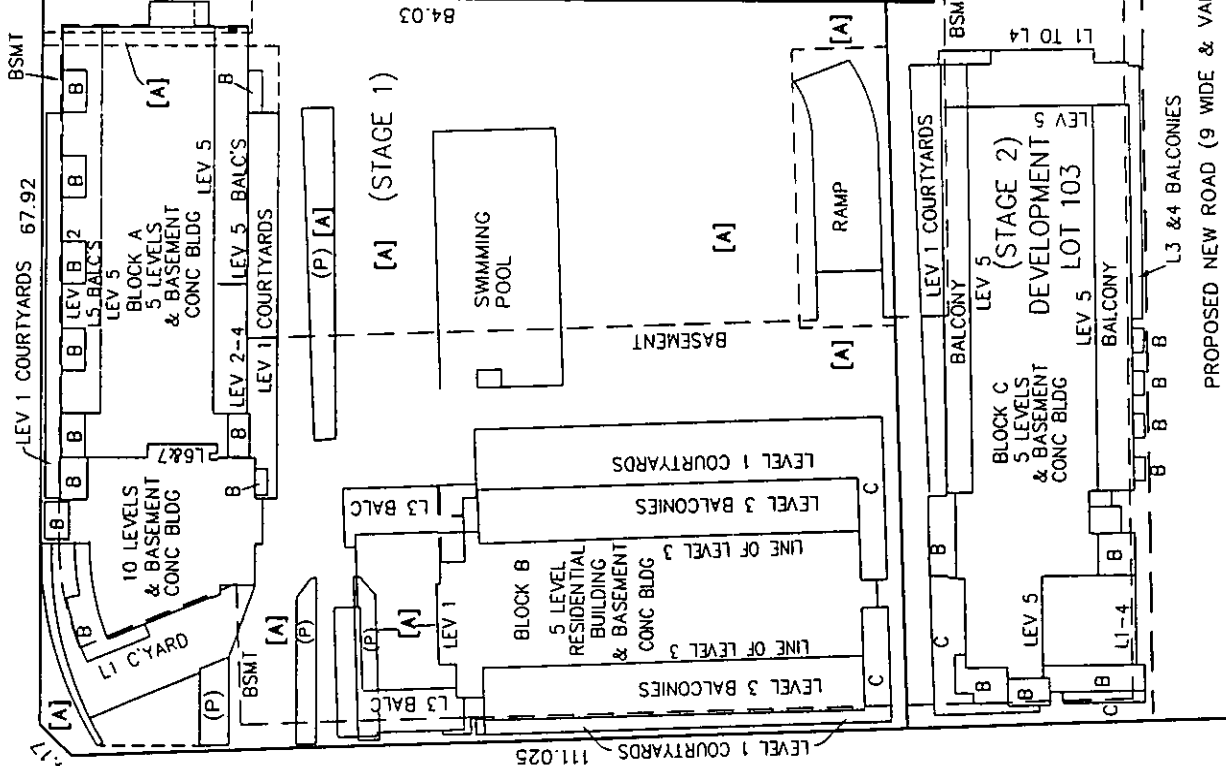
STREET

6 D.P.788543

STRAIT DEVELOPMENT CONTRACT

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

"MOTTO APARTMENTS"



STREET EVE

7
D.P. 788543

SP76137

B DENOTES A BALCONY
C DENOTES A COURTYARD
(P) DENOTES A PLANTER BOX
[A] DENOTES RIGHT OF ACCESSWAY
VARIABLE WIDTH

RIGHT OF CARRIAGEWAY
& EASEMENT FOR SERVICES
(DP788543)

101
D.P.1068477

Lengths are in metres.

Reduction Ratio 1:500

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

123.865

PROPOSED NEW ROAD (9 WIDE & VARIABLE)

L3 & 4 BALCONIES

LEV 5 BALCONY

LEV 5

LEV 5

LEV 5

LEV 5

LEV 5

LEV 5

LEV 5

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SP76137

Sheet No. 9 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

SIRATA DEVELOPMENT CONTRACT

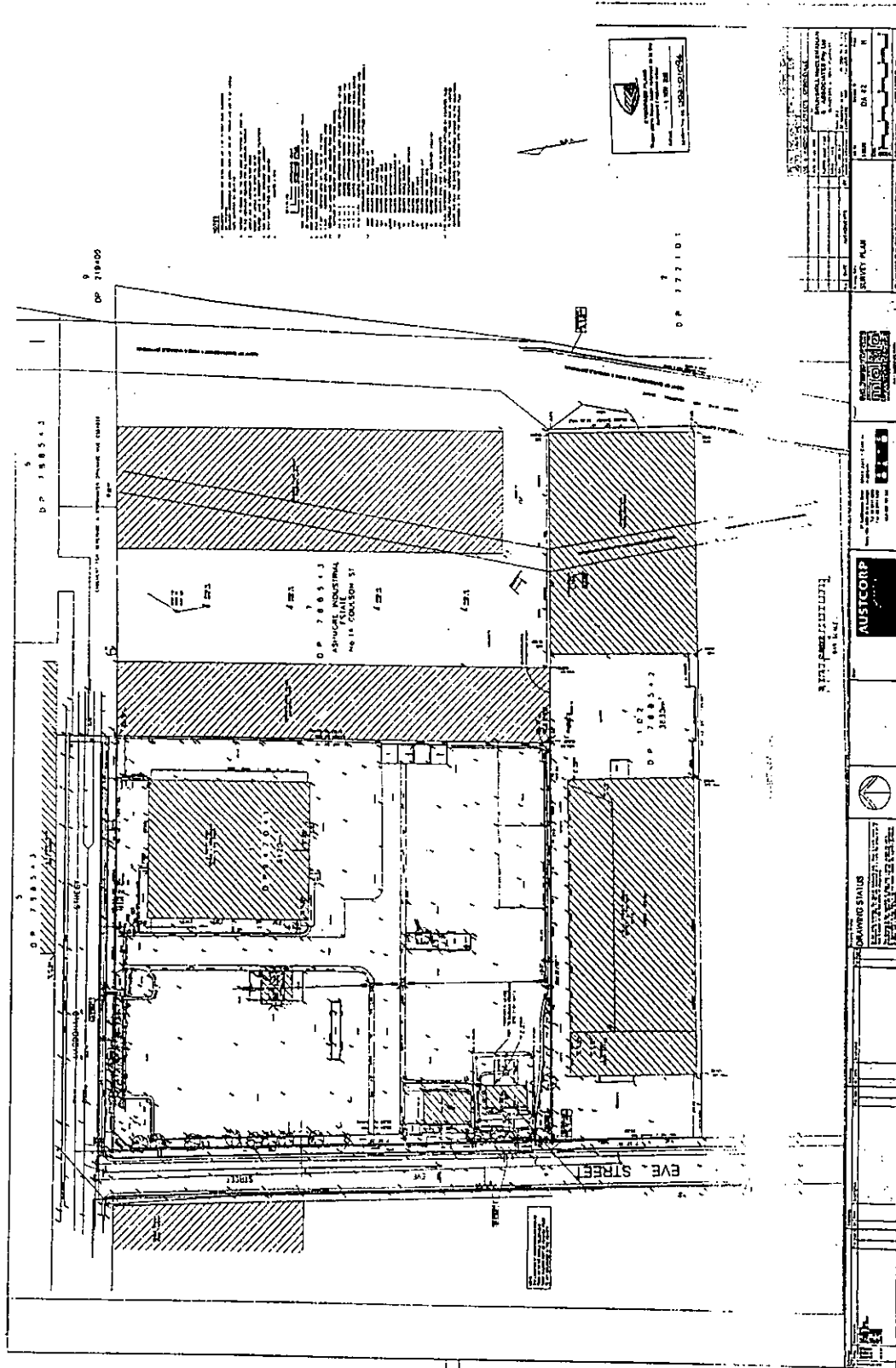
PLAN OF LOT DP
AT 2-14 EVE STREET,
ERSKINEVILLE
"MOTTO APARTMENTS"

CONSented TO

APPN. No

REGISTERED:

DATE:



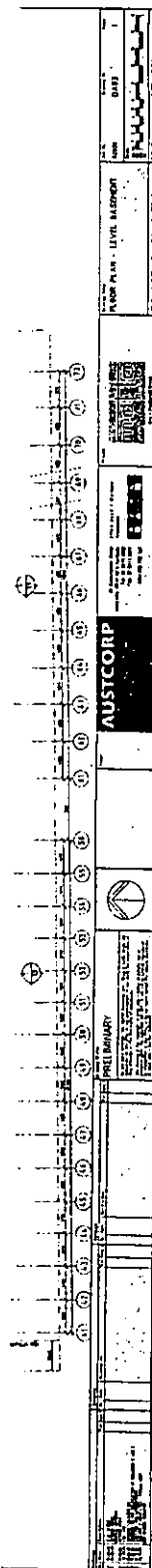
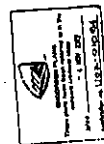
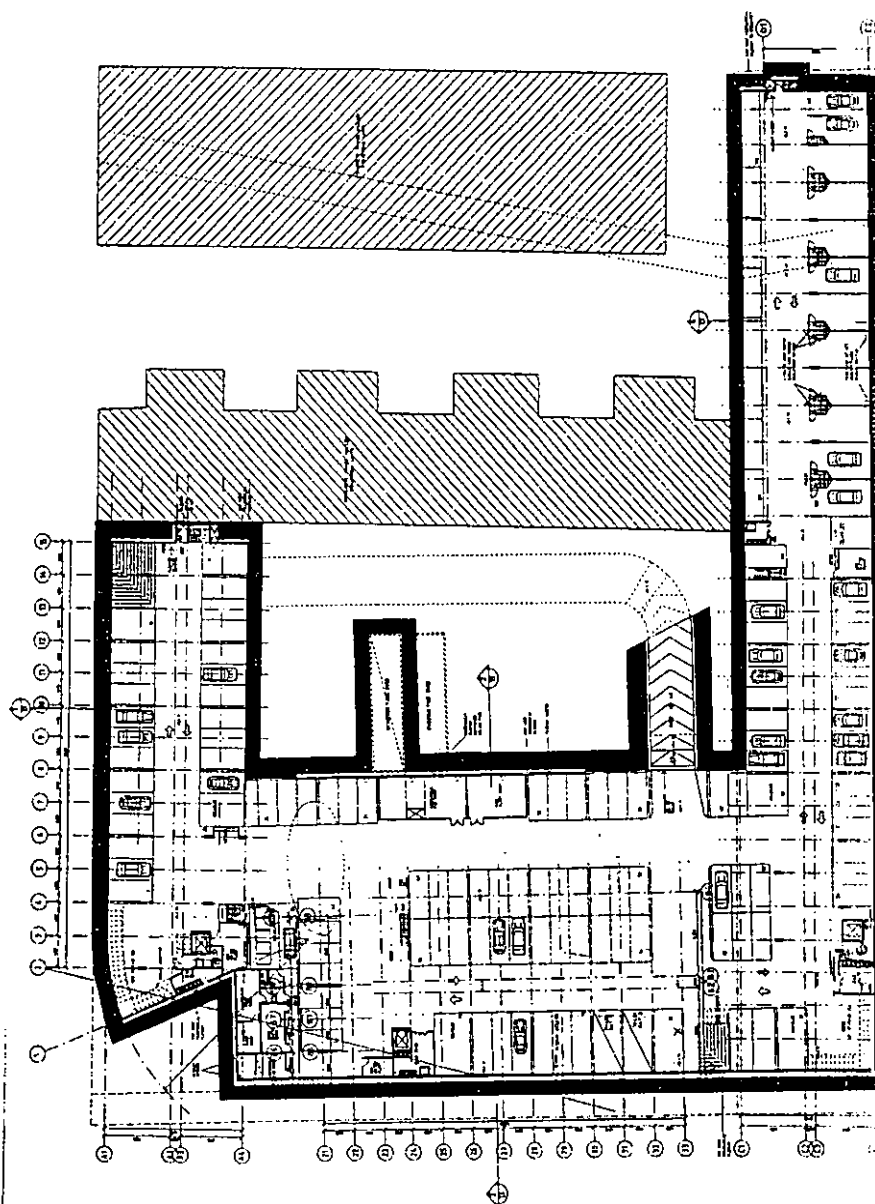
SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012-SDC DWG

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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

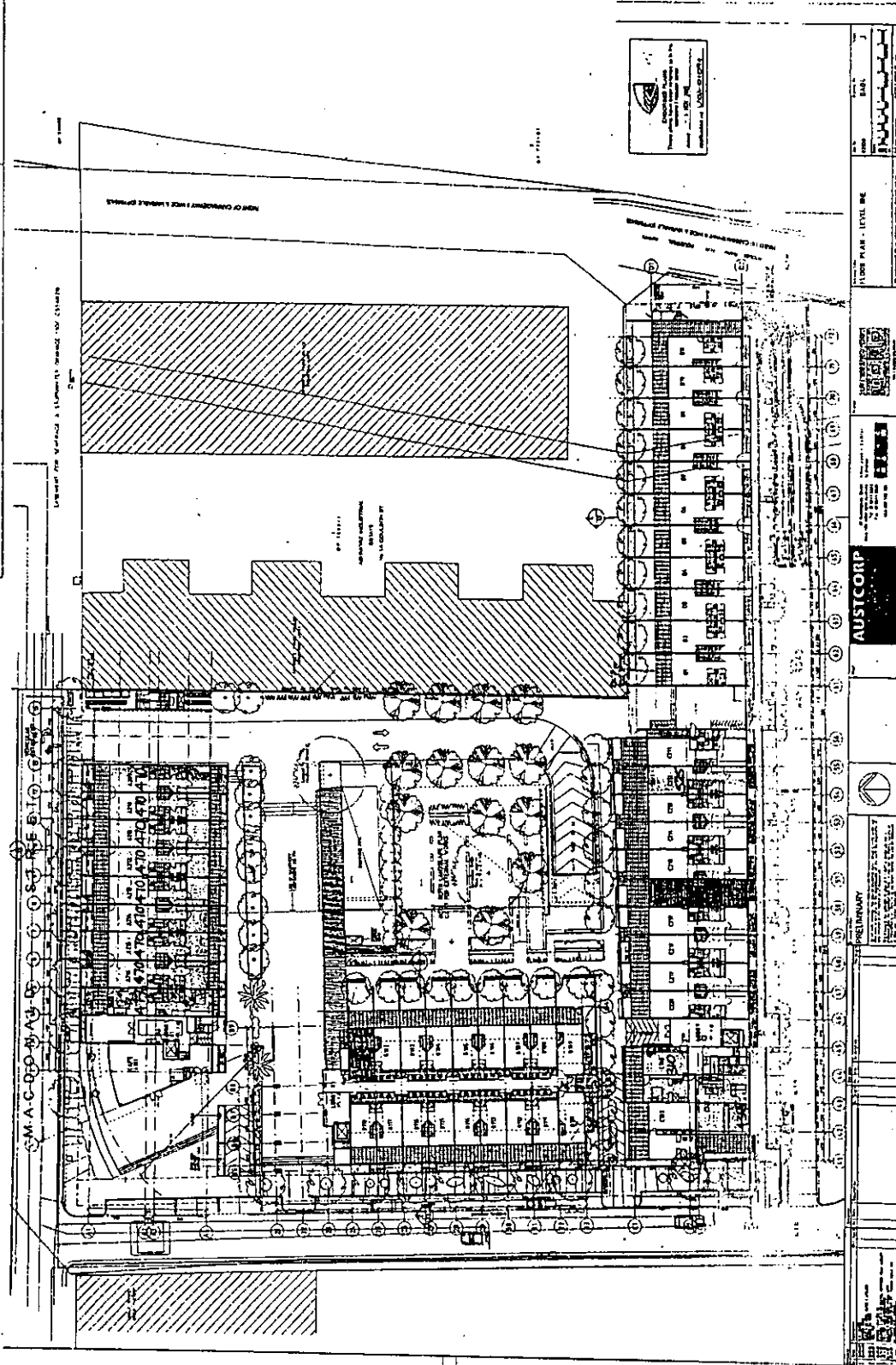
<p> CONSENTED TO APPN. No REGISTERED: DATE: </p>



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

DATE:

"MOTTO APARTMENTS"



1000

AUSTCORP

DOE PLAN - LEVEL ONE

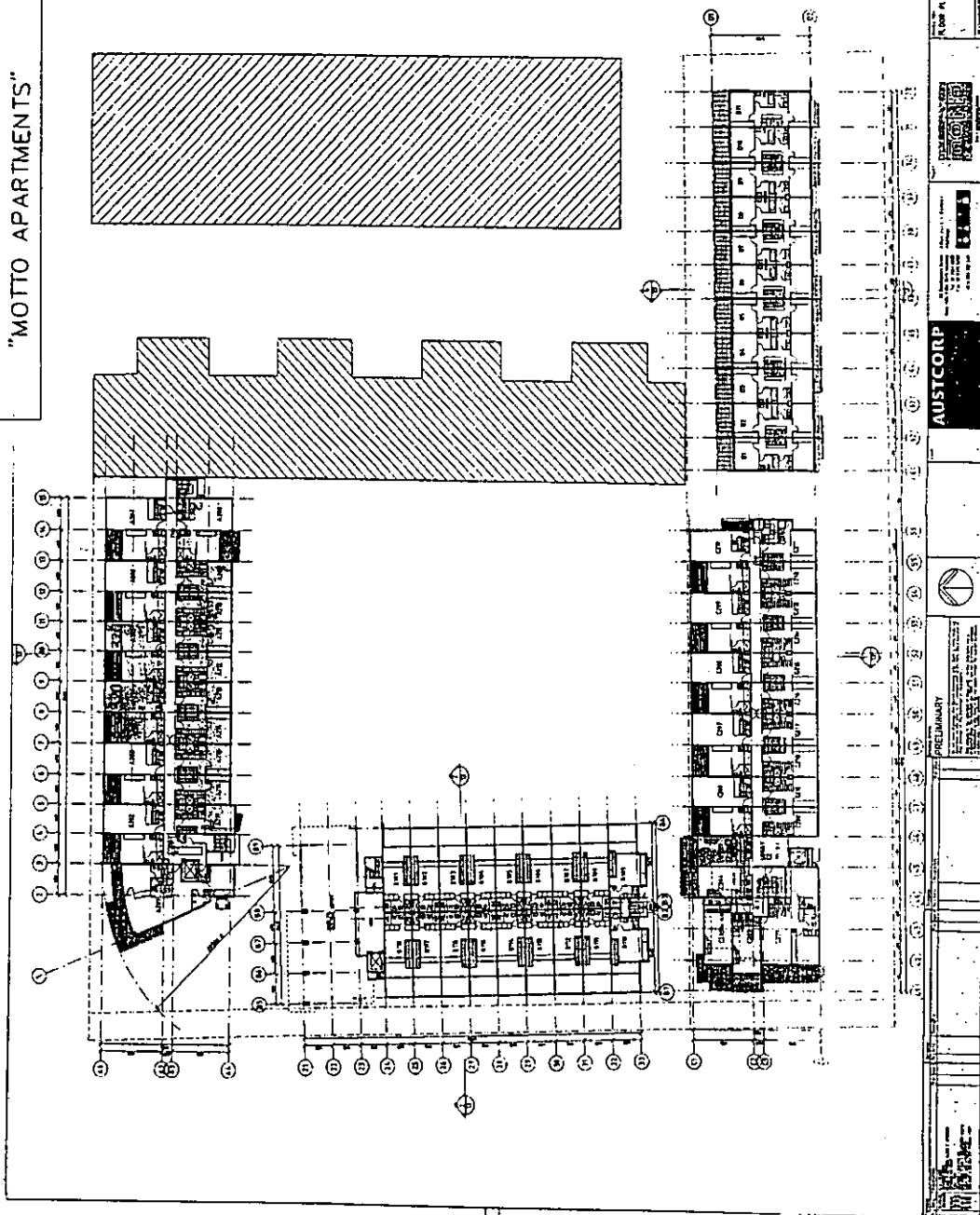
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STRATA DEVELOPMENT CONTRACT
PLAN OF LOT DP
AT 2-14 EVE STREET,
ERSKINEVILLE

CONSENTED TO
APPN. No

REGISTERED:

"MOTTO APARTMENTS"



COMP FILE 02012-SDC DWG

SURVEYORS REFERENCE: 02012-10/F

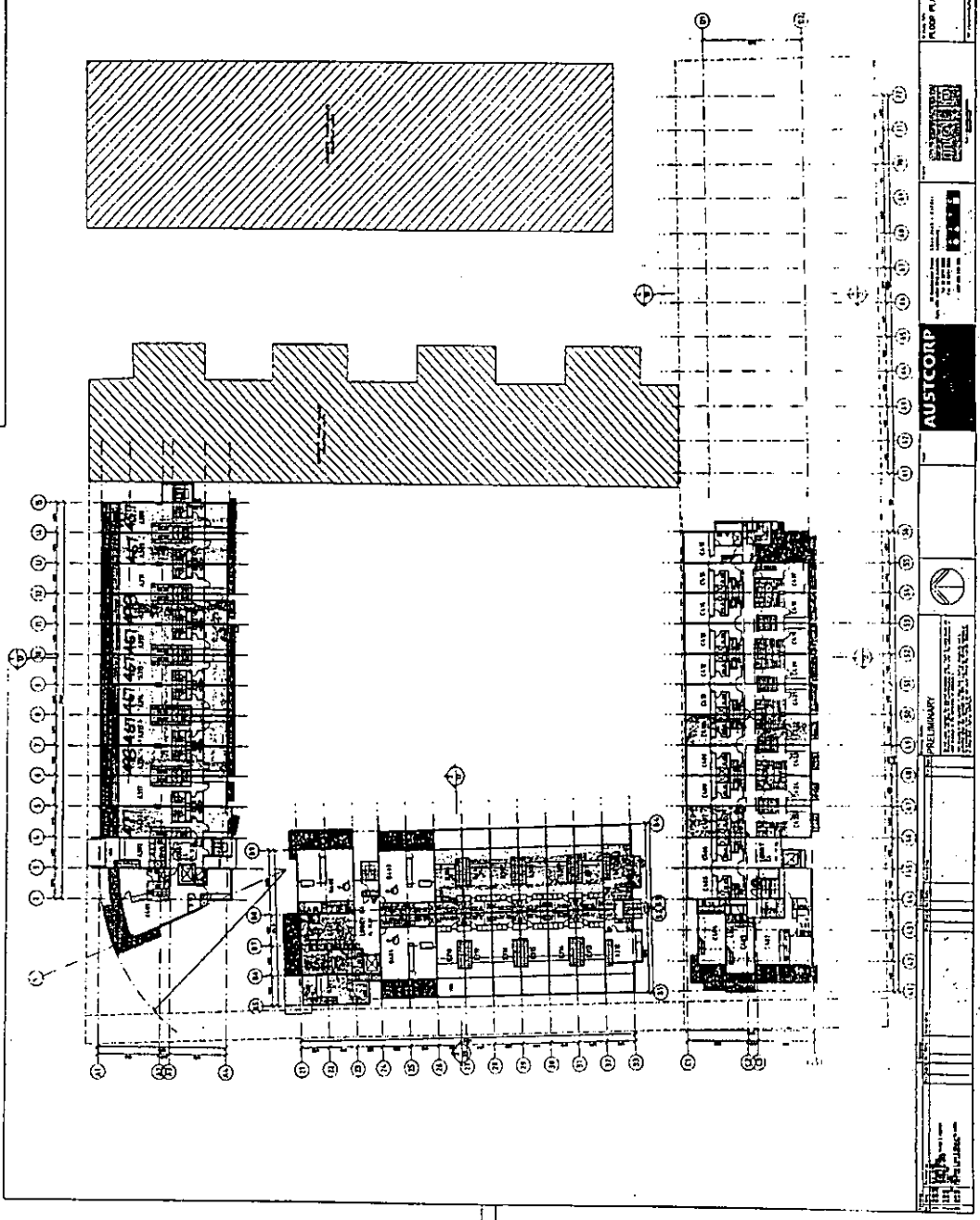
SP76137

Sheet No 14 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

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

CONSENTED TO
APPN. No
REGISTERED:
DATE:



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

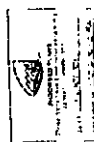
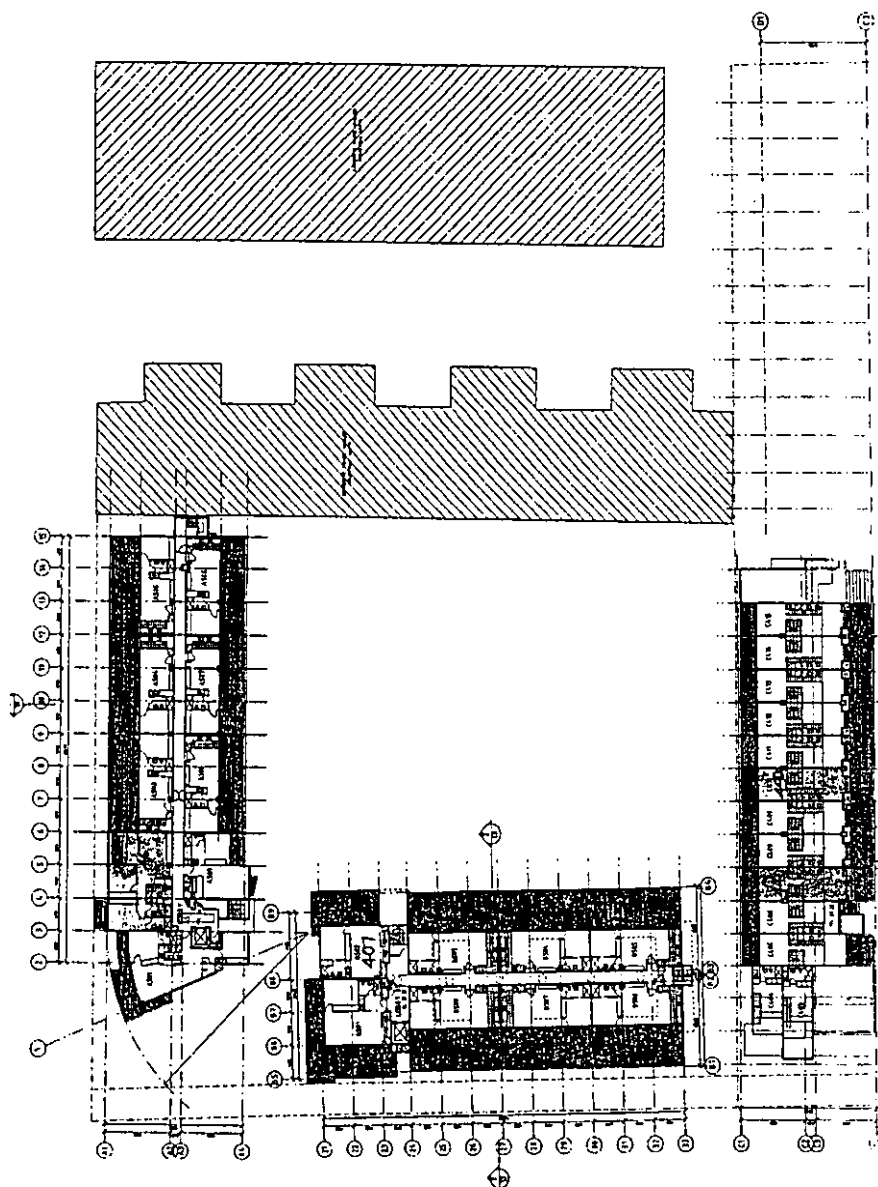
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PLAN OF LOT DP
AT 2-14 EVE STREET,
ERSKINEVILLE

CONSENTED TO

APPN. No

REGISTERED:

DATE:

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SP76137

Sheet No 16 of 21 Sheets

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AT 2-14 EVE STREET,
ERSKINEVILLE

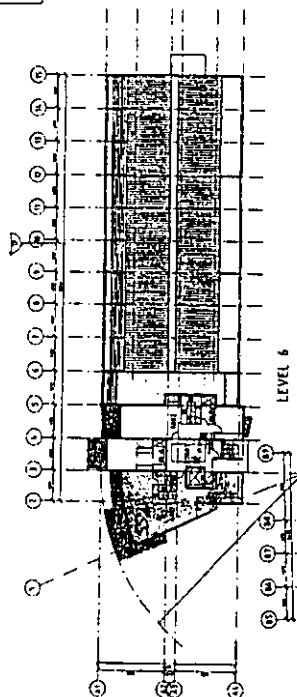
"MOTTO APARTMENTS"

CONSENTED TO

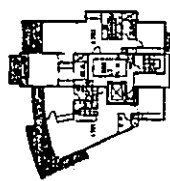
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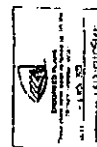
DATE:



LEVEL 6



LEVEL 7



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



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

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

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

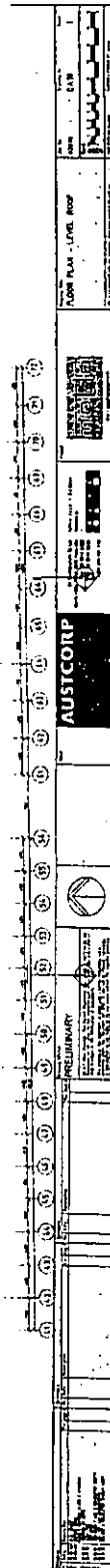
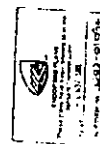
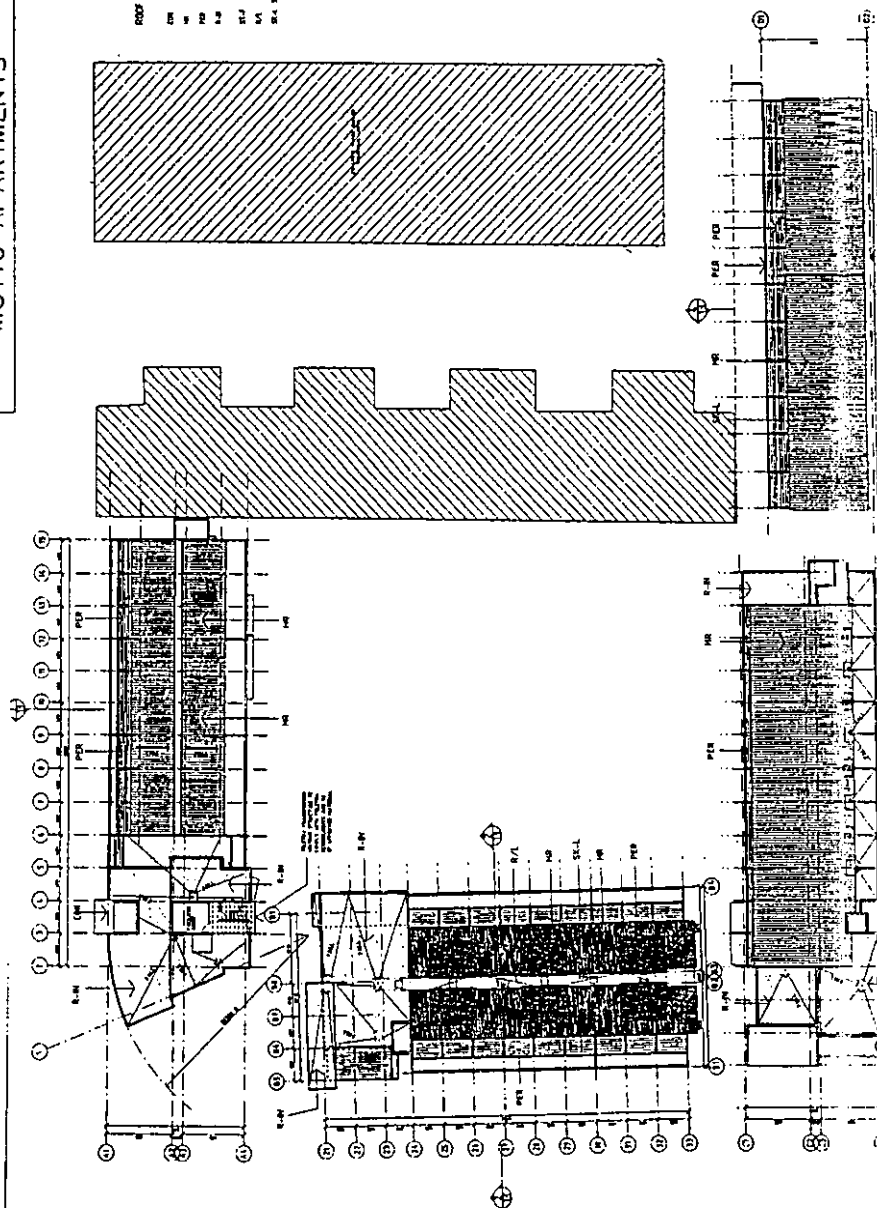
PLAN OF LOT DP
AT 2-14 EVE STREET,
ERSKINEVILLE

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

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

SURVEYORS REFERENCE: 02012-10/F

COMP FILE 02012-SDC DWG



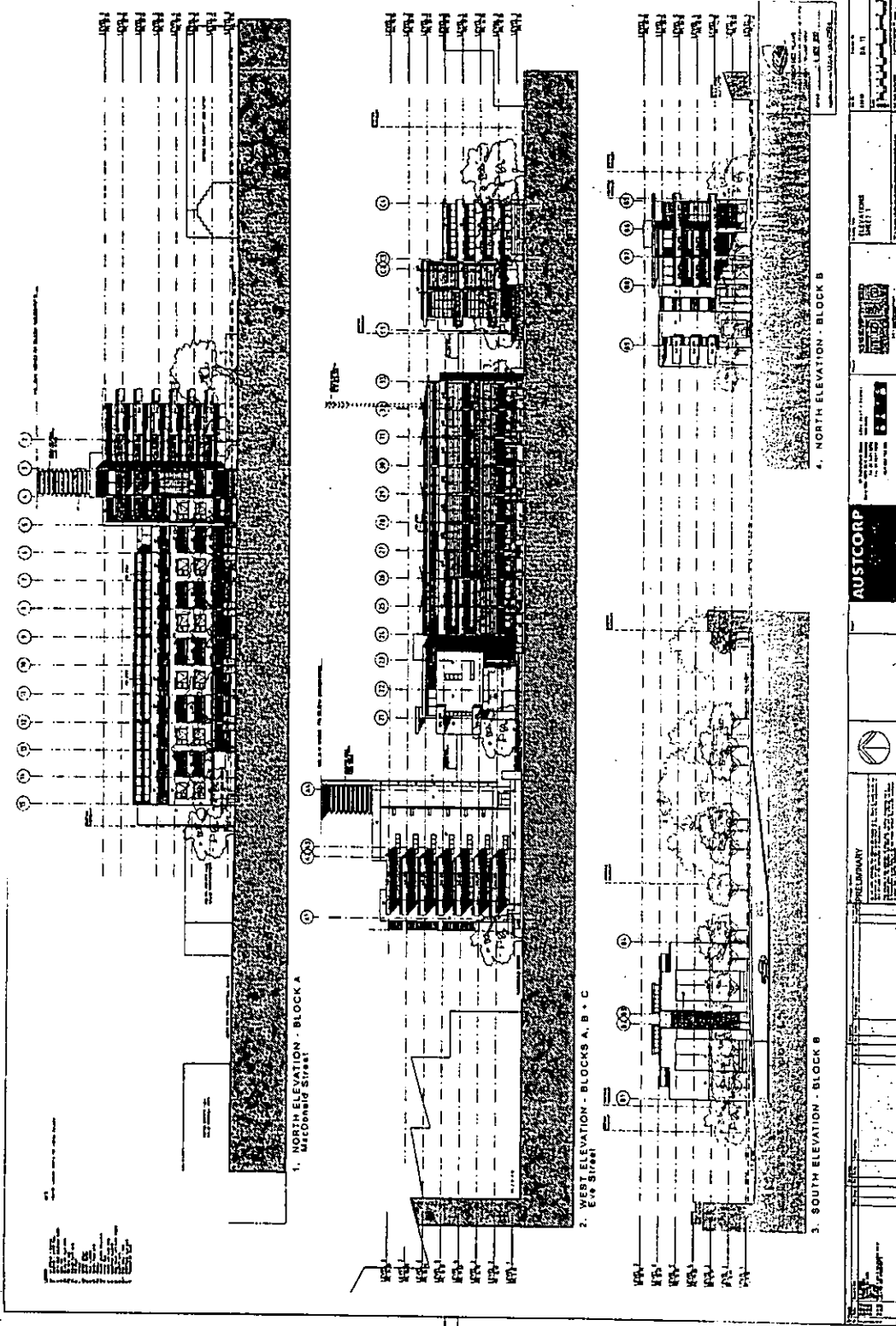
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Sheet No 18 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

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

CONSENTED TO
APPN. No
REGISTERED:
DATE:



SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012-SDC.DWG

SURVEYORS REFERENCE: 02012-10/F

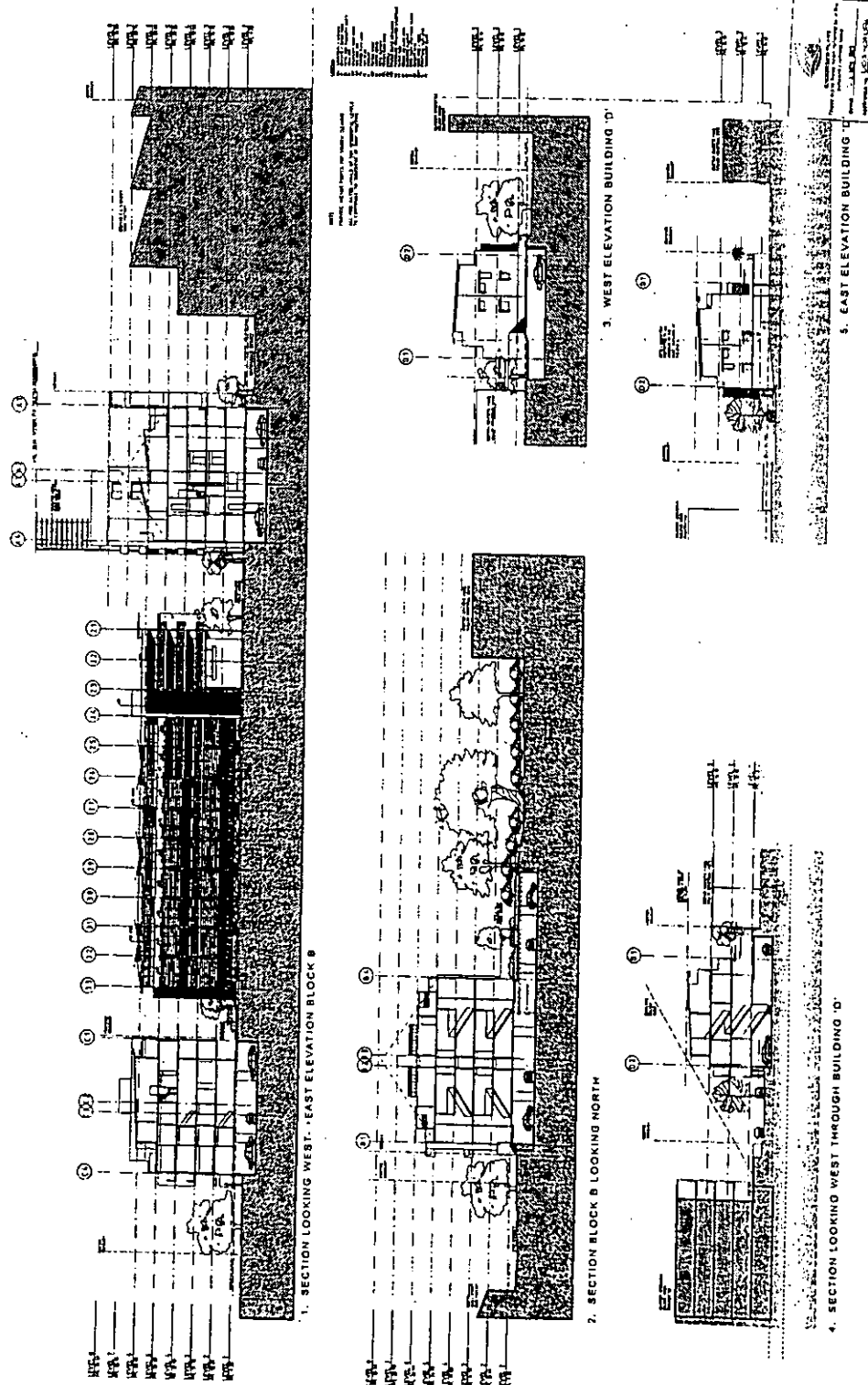
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Sheet No 20 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

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

CONSENTED TO
APPN. No
REGISTERED:
DATE:



AUSTCORP		SECTIONS		DA 13	7
PROJECT NAME: MOTTO APARTMENTS		PROJECT NO: 0076137		DATE: 10/06/2020	
DRAWN BY: [Signature]		CHECKED BY: [Signature]		APPROVED BY: [Signature]	

SURVEYORS REFERENCE: 02012-10/F

COMP FILE: 02012-SDC.DWG

SP76137

Sheet No. 21 of 21 Sheets

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION PART 2

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

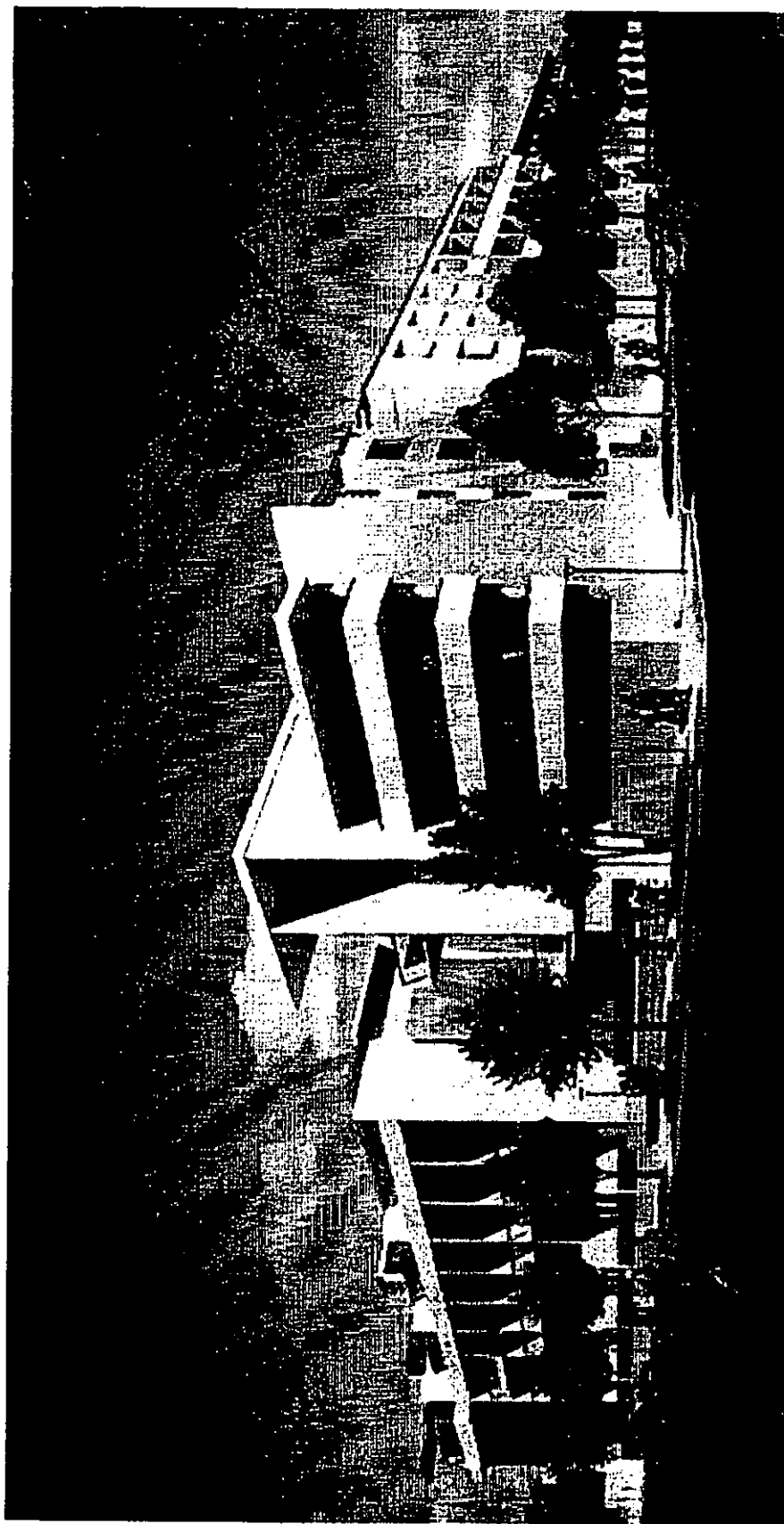
"MOTTO APARTMENTS"

CONSENTED TO

APPN. No

REGISTERED:

DATE:





AB902987P

LEASE

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record.

STAMP DUTY

Office of State Revenue use only

Stamp Duty	1746
Exempt	Trans No. 3027311
Assessable	SECT 179

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

PART FOLIO IDENTIFIER 1/947041 SHOWN HATCHED ON THE PLAN ATTACHED.

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
115F	123055K Colin Biggers & Paisley Level 42, 2 Park Street Sydney 2000 Tel: (02) 8281 4555 DX 280 SYDNEY	L
Reference PNB: 21077		

(C) LESSOR

MOTTO APARTMENTS PTY LIMITED ACN 093 763 547

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

(D)

Encumbrances (if applicable):

(E) LESSEE

TELSTRA CORPORATION LIMITED ACN 051 775 556

(F)

TENANCY:

- (G) 1. TERM: FIVE (5) YEARS**
- 2. COMMENCING DATE: 29 JUNE 2005**
- 3. TERMINATING DATE: 28 JUNE 2010**
- 4. With 4 OPTIONS TO RENEW for a period of FIVE YEARS EACH**
set out in ITEM 10 OF SCHEDULE.
- 5. With an OPTION TO PURCHASE set out in NA.**
- 6. Together with and reserving the RIGHTS set out in clause NA.**
- 7. Incorporates the provisions set out in ANNEXURES A and B hereto.**
- 8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as**
No. NA
- 9. The RENT is set out in item 7 of the Schedule.**

DATE:

FOR EXECUTION SEE LAST PAGE.

(H)

14/10/05

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.

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

Signature of lessor:

Signature of witness:

Name of witness:

Address of witness:

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.

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

Signature of lessee:

Signature of witness:

Name of witness:

Address of witness:

(I) **STATUTORY DECLARATION**

I,
solemnly and sincerely declare that—

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

Made and subscribed at _____

in the _____

on _____

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

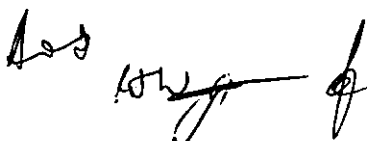
Address of witness:

Qualification of witness:

[Handwritten signatures and initials]

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ANNEXURE A

THIS LEASE is made between the Lessor named and described in **Item 1** of the Schedule (**"Lessor"**) and **TELSTRA CORPORATION LIMITED ACN 051 775 556** a company incorporated under the Corporations Law of the Australian Capital Territory its successors and assigns (**"Lessee"**).

1 INTERPRETATION

1.1 Definition

In the interpretation of this Lease except where the text otherwise requires:

"Act" means the Telecommunications Act 1997 (Cth) (as amended from time to time) or to the extent that it is replaced then such replacement legislation;

"Authority" means, in respect of a particular context or circumstance, each Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance;

"Building" means the building located on the Land of which the Premises forms part and such expression will, where the context requires, include the Premises.

"Business Day" means a day (excluding Saturdays and Sundays) on which a majority of trading banks are open for the conduct of business in Sydney, Australia;

"Carrier" including the expression **"other Carriers"** shall have the same meaning as is contained in the Act;

"Commencement Date" means the date specified at **Item 6** of the Schedule;

"Development Application" has the same meaning as in the Environmental Planning and Assessment Act 1979 (NSW);

"Expiry Date" means the terminating date shown on the cover page of this Lease;

"Event of Default" means an event described in **Clause 5.2**;

"Facility" including the expression **"Facilities"** shall have the same meaning as contained in the Act whether or not the Act is repealed and shall also include, but is not limited to, improvements, structures, cables and other items of the Lessee on, or leading to or from, the Premises;

"Further Term" means the further term of this Lease, if any, specified in **Item 10**.

"Land" means the land described in **Item 4** of the Schedule which is owned by the Lessor and such expression shall, where the context requires, include the Premises;

"Lease" means this lease;

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202

"Lessee" means Telstra Corporation Limited its successors and assigns, or where:

- (a) Telstra is re-constituted, renamed or replaced by another body;
- (b) the whole or a substantial part of Telstra's business is transferred to another body;
- (c) the power or functions of Telstra are transferred to another body;
- (d) the function of carrying out the Permitted Use in respect of these Premises is transferred to another body or bodies; or
- (e) Telstra ceases to exist and is replaced by another body which serves substantially the same purposes or objects as Telstra, that other body;

"Lessor" where the Lessor is one person includes the Lessor his executors administrators successors and assigns and where the Lessor consists of two or more persons includes all such persons and each of them and each of their executors administrators successors and assigns and where the Lessor is a corporation includes the corporation its successors and assigns;

"Lessor's Representatives" means any employee of the Lessor and its agents, invitees, servants, contractors, sub-contractors and any employee of the contractors or subcontractors;

"Party" means a party to this Lease and **"Parties"** means the parties to this Lease;

"Plan" means the plan attached to this Lease as annexure **"B"** and any amendments to that Plan made in accordance with **Clause 10.1**;

"Premises" means the premises described in **Item 3** of the Schedule;

"Permitted Use" means the purpose described in **Item 9** of the Schedule;

"Regional Property Vendor Manager" means the person from time to time performing all or any of the duties of Regional Property Vendor Manager Telstra Corporation Limited in the State in which the Premises are situated or an equivalent position as advised by the Lessee and includes any person nominated by the Lessee in substitution for the said officer and any person acting in the said position;

"Related Body Corporate" has the same meaning as set out in the Corporations Act;

"Relocation Deed" means the Deed of Surrender and Relocation between the parties dated 21 February 2005;

"Rent" means the amount specified in **Item 7** of the Schedule;

"Schedule" means the schedule annexed to this Lease;

"Telstra" has the same meaning as in the Telstra Corporation Act 1991 (Cth);

“Term” means the period specified in **Item 5** of the Schedule;

“Termination Notice” means a notice in writing given by the Lessee to the Lessor pursuant to Clause 6 terminating this Lease on a date which is not less than six (6) months from the date of the notice.

1.2 Construction

In this Lease, unless inconsistent with the context:

- (a) words importing persons shall include corporations and vice versa;
- (b) words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;
- (c) words importing any gender shall include all other genders as the case may require;
- (d) references to statutes, ordinances or regulations shall include any statutes, ordinances or regulations amending, consolidating or replacing the same and all subordinate or other legislation from time to time relating thereto or in connection therewith;
- (e) a reference to any condition, clause, sub-clause, paragraph, annexure, attachment, schedule or exhibit shall be a reference to a condition, clause, sub-clause, paragraph, annexure, attachment, schedule or exhibit of or to this Lease and the above terms may have been used interchangeably and the use of the words “term” or “condition” to describe any of the clauses of this Lease is intended only as a means of identification and is not of itself to be taken as an attempt to distinguish those clauses as being terms as distinct from conditions or conditions as distinct from terms in the common law contractual sense;
- (f) any covenant, term, condition or provision of this Lease to be performed or warranty, guarantee or indemnity given by two or more persons shall bind those persons jointly and each of them severally;
- (g) the headings contained in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the terms, conditions, clauses or paragraphs of this Lease nor in any way affect this Lease;
- (h) a reference to any Party or to any Authority, or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority, any administrator thereof or other person appointed by or on behalf of the New South Wales government or any Minister thereof and any body in which that Authority is merged or which as at the relevant time substantially fulfils the functions of that Authority;

- (i) a reference to any particular time in any day or date shall mean a reference to Sydney local time;
- (j) all amounts in this Lease are in Australian dollars;
- (k) a reference to a day in this Lease shall (except where such reference is to a Business Day) means a day, whether or not a Business Day, Saturday, Sunday, public or religious holiday.

1.3 Severability

If any provision of this Lease, or its application to any Party, person, corporation, association or circumstance is or becomes invalid, void, voidable or otherwise unenforceable for any reason whatsoever, then:

- (a) that provision or its application to such Party, person, corporation, association or circumstance shall be severable from this Lease;
- (b) the remainder of this Lease or the application of such provision to such other party, person, corporation, association or circumstance shall not be affected; and
- (c) to the extent permissible by law, the Parties shall act in good faith to reach agreement as to a replacement valid and enforceable provision (and any necessary consequential amendments to the Lease) which so far as possible achieves the same purpose, object or effect as the invalid, void, voidable or otherwise unenforceable provision was intended to achieve **PROVIDED THAT** in so doing the Parties shall preserve the basic purpose and intent of this Lease.

1.4 Employees

- (a) any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that Party's employees, agents, contractors or others authorised (expressly or implicitly) by that Party.
- (b) Any obligation on the Lessor or the Lessee (as the case may be) shall where the context so permits extend to the actions of that Party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that Party.

1.5 Exclusion

- (a) The covenants powers and provisions implied in leases by virtue of Sections 84, 84A, 85 and 86 of the Conveyancing Act shall not apply to this Lease and are expressly negated.
- (b) In this Lease any of the forms of words contained in the first column of Part II of Schedule IV to the Conveyancing Act 1919 (NSW) (as amended from time to time) do not imply any covenant under Section 86 of that Act.

- (c) To the extent permitted by law the application to this Lease of any moratorium or act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.

2 DEMISE AND GRANT OF RIGHTS

2.1 Grant of rights

The Lessor lets and the Lessee takes the Premises for the Term set out in **Item 5** from the date set out in **Item 6** and at the Rent set out in **Item 7** of the Schedule together with the following additional rights:

- (a) a right to have unrestricted access at all times to and from the Premises and the Facility;
- (b) to pass over, under or through the Land, with or without vehicles for the purpose of access to the Premises and the Facility where necessary;
- (c) to inspect the Land or Building for purposes connected with or incidental to the Permitted Use;
- (d) to construct or alter Facilities on the Premises;
- (e) to construct, erect or place machinery temporarily on the Land in the vicinity of the Premises and any Facilities and to pass over the Land for those purposes;
- (f) to undertake any works on the Land connected with or incidental to the Permitted Use, including but not limited to structural or earthworks on the Land;
- (g) to maintain, repair, reinstate, renovate, renew, replace, enhance, upgrade or relay any Facilities including but not limited to any cabling located on, in, under or above the Land or within the Building;
- (h) to lay and maintain cables over, under or through the Land or within the Building to connect the Premises and/or any Facilities to an electricity supply, and also to lay any other cables and earthing apparatus through the Land or within the Building in connection with the Permitted Use of the Premises;
- (i) to access any cabling referred to in Clause **2.1(g)** and **(h)** for the purpose of maintenance, repair, reinstatement, renovation, renewal, replacement, enhancement, upgrading and relaying of the same;
- (j) to install any and all antennas as specified on the plan annexed and alter the location of the antennas on the Building or the Land from time to time, in the Lessee's absolute discretion;
- (k) to use the common areas and services of the Building or the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and

- (l) to have the use of one dedicated car parking space on the Land available for use by the Lessee at all times.

2.2 Nature of rights

The Lessor and the Lessee acknowledge and agree that the rights contained in **Clause 2.1** are essential to the enjoyment of the Premises by the Lessee and are to be read as supplementary to each other and no specific right is to be read down or limited by reference to another right set out in **Clause 2.1** or otherwise in this Lease. Any breach of **Clause 2.1** by the Lessor or the Lessor's Representatives shall constitute, at the election of the Lessee (in its absolute discretion), either a breach of this Lease by the Lessor or a repudiation of this Lease by the Lessor.

2.3 Development Application and other applications

In the event that the Lessee is required to lodge a Development Application or any other application required by an Authority in respect of a Facility (whether that Facility or any part of that Facility exists at the date of this Lease or is to be constructed during the term of this Lease), the construction of a Facility or any of its rights referred to in **Clause 2.1**, and the consent or approval of the Lessor is required to that application the Lessor irrevocably appoints the Lessee and any of the Lessee's representatives nominated by the Lessee, its attorney, to execute all documents reasonably necessary for the Lessee to lodge that Development Application or other application.

3 LESSEE'S COVENANTS

3.1 Rent

The Lessee shall pay to the Lessor, free from any deductions the Rent on the days and in the manner set out in **Item 8** of the Schedule. The Lessee may, at its option, pay Rent and other monies payable to the Lessor under this Lease by way of electronic funds transfer.

3.2 Installation & maintenance

The Lessee shall keep the Premises in a clean and tidy state in good repair and condition (having regard to the condition of the Premises as at the Commencement Date), fair wear and tear and damage not attributable to misuse or abuse on the part of the Lessee its servants agents invitees or contractors always excepted in respect to the Premises.

3.3 Re-instatement & making good

The Lessee may at any time during the Term remove any or all of the Facilities from the Premises, and in any event shall, within three (3) months from the end of the Term, remove any Facilities from the Premises and in each case shall make good, at its own cost, any damage to the property of the Lessor situated on the Land and any damage to the Land or Building caused during removal of the Facilities.

3.4 Assignment and co-location

- (a) The Lessee shall not assign, underlet or part with the possession of the Premises to any body or person (other than a Related Body Corporate of Telstra or a Commonwealth department or a body, or a corporation which has the provision of telecommunications services as a function, such assignment or sublease shall not require the Lessor's consent) without the consent of the Lessor, which consent shall not be unreasonably denied or delayed.
- (b) Notwithstanding any other provision of this Lease, the Lessor shall not be entitled to object to the Lessee making arrangements or entering into agreements for other parties to utilise the Lessee's Facilities in accordance with the Act.
- (c) Notwithstanding any other provision of this Lease, the privatisation or corporatisation of Telstra or issue of further shares to the public in Telstra shall not require the consent of the Lessor.

3.5 Lessor releases the Lessee

In the event of an assignment by the Lessee of this Lease pursuant to **Clause 3.4**, the Lessee shall from the date of such assignment be released from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which the Lessee or the Lessor may have against the other.

3.6 Energy outgoings

The Lessee shall install on the Premises at the Lessor's cost separate metering for electricity and telephone services as necessary and the Lessee shall pay to the suppliers all charges for such services as have been consumed or used by the Lessee in relation to the Premises.

3.7 Use of Premises

The Lessee shall use the Premises for the Permitted Use set out in **Item 9** of the Schedule only and not otherwise without the Lessor's previous written consent (such consent not to be unreasonably denied or delayed).

3.8 Indemnity

The Lessee shall indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of loss damage or injury to property or person arising out of the Lessee's use or occupation of the Premises and caused by the negligent act or omission of the Lessee or any servant, agent sublessee or other person claiming through the Lessee (to the extent the Lessee or any servant, agent, sub lessee or other person claiming through the Lessee has contributed thereto).

4 LESSOR'S COVENANTS

4.1 Lessor's covenants

The Lessor covenants:

- (a) not to manipulate, tamper with, interfere with, damage, deface, remove or destroy any Facility or Facilities located on the Premises or any part or the operation of the Facilities, without the Lessee's written permission;
- (b) to take all reasonable measures to make itself and any person entering on its behalf aware of the safety procedures required for entry to the Premises and approach to a Facility;
- (c) that the Lessee shall have the right to erect signage for safety purposes around the Premises and any Facility; and
- (d) to maintain services to the Premises and any Facility including but not limited to water, drainage and sewerage to and from the Premises and any Facility.

4.2 Quiet enjoyment

The Lessor shall give the Lessee quiet enjoyment of the Premises during the Term without any interruption or disturbance by the Lessor or any person claiming through or under the Lessor or under this Lease.

4.3 Third party rights

The Lessor covenants that any lease or other right of occupation of the Land or any part of it shall not in any way affect or interfere with the Lessee's use of the Premises, including but not limited to the Lessee's present or future operation of any Facility as permitted by this Lease, and shall not impinge upon the provisions of this Lease and the rights of the Lessee under this Lease.

4.4 Non-derogation from grant

The Lessor shall not derogate from its grant of the Premises to the Lessee and this obligation of the Lessor shall not be excluded or in any way limited by any other provision of this Lease.

4.5 Subsequent occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other Carriers it will first:
 - (i) give notice to the Lessee immediately of such a proposal; and

- (ii) obtain the Lessee's consent to such a proposal which shall not be withheld provided the Lessee's use of the Premises and the Lessee's Facilities are not affected, impaired or otherwise interfered with.
- (b) If during the Term of this Lease, in the reasonable opinion of the Lessee, another Carrier's Facility referred to in **Clause 4.5(a)** adversely affects the Lessee's use of the Premises and/or any Facility, the Lessor will:
 - (i) terminate the arrangement with the other Carrier;
 - (ii) arrange for the relocation of the other Carrier's Facility so that it no longer adversely affects the Lessee's use of the Premises and/or the Lessee's Facilities; or
 - (iii) arrange for the other Carrier to modify its Facility or the operation thereof so that it no longer adversely affects the Lessee's use of the Premises and/or the Lessee's Facilities.

4.6 Confidentiality

- (a) The Lessor acknowledges that the business or activities of the Lessee in the Premises are confidential and agrees to treat as confidential, prior negotiations to this Lease, this Lease and all information which comes into its possession pursuant to or as a result of or in the performance of any obligation or rights under this Lease, whether such information relates to the business, activities or technical operations of the Lessee or any person dealing with the Lessee or otherwise and the Lessor shall not disclose any such information to a third party other than third party advisers and financiers of the Lessor and where the Lessor is legally required to disclose such information without the Lessee's consent;
- (b) The operation of this **clause 4.6** shall survive the termination or expiration of this Lease.

4.7 Access track and/or power connection

Where the Lessee installs, upgrades or maintains at its own cost any access track or power connection then any other person or entity (excepting always the Lessor and his successors in title) who wish to utilise the said track or power connection shall share in the said cost of installation, upgrading and maintenance as apportioned by the Lessee, and the Lessor covenants it shall ensure that any subsequent grant of a lease or licence shall include an obligation on that lessee or licensee to bear such apportioned costs.

4.8 Indemnity

The Lessor agrees to indemnify and keep indemnified the Lessee from and against all suits, actions, claims or demands by any person or persons for any loss, damages, expenses or costs as a result of the negligence or default of the Lessor its officers, servants, agents, contractors, licensees to the extent the Lessee its officers, servants, agents, contractors, or licensees has not negligently contributed thereto.

4.9 Bush fires legislation

The Lessor agrees to comply, from time to time in respect of the Land, with all relevant legislation governing the control of bush fires in the State in which the Premises are situated.

4.10 Lessee's property

Any Facility or any part of a Facility which is erected on the Premises is and shall remain at all times the property of the Lessee.

4.11 Operation of Schedule 3 of the Telecommunications Act 1997

4.11.1 The Lessor acknowledges that the rights given to the Lessee pursuant to this Lease are in addition to the statutory powers of the Lessee pursuant to Schedule 3 of the Telecommunications Act 1997.

4.11.2 The Lessor waives its rights pursuant to clause 17(3) of Schedule 3 to receive notice of:

- (a) the Lessee's right to inspect the Premises (clause 5 of Schedule 3);
- (b) the Lessee's right to install the Facility on the Premises (clause 6 of Schedule 3);
and
- (c) the Lessee's right to maintain the Facility (clause 7 of Schedule 3).

4.11.3 In consideration of the payment of the Rent the Lessor waives its right to make any claim pursuant to clause 42 of Schedule 3.

4.11.4 The Lessor further acknowledges the fact that the Lessee entering into this Lease in no way restricts the rights the Lessee has pursuant to Schedule 3, including to continue in occupation of the Premises after expiration of the Lease. The Lessee agrees to surrender the Lease in accordance with the Relocation Deed.

4.12 Mortgagee's consent

The Lessor shall procure, at its cost and so as to permit prompt registration of the Lease, the provision of an unconditional consent to the grant of this Lease by any mortgagee of the Land.

5 MUTUAL COVENANTS

5.1 Joint & several liability

Where the Lessor consists of two or more persons the provisions on their part to be observed shall bind all of them jointly and each of them severally.

5.2 Event of Default

Each of the following constitutes an Event of Default:

- (a) the Rent or any part of the Rent is unpaid for three (3) months after the Lessor has given written notice to the Lessee that such amount is due and payable;
- (b) the Lessee commits a default in the performance of any of its obligations under this Lease and such breach is not rectified within three (3) months of the date on which the Lessor gives the Lessee written notice of such default;
- (c) an order is made or a resolution is effectively passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation); and
- (d) the Lessee makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts.

5.3 Termination for Event of Default

If any Event of Default occurs, the Lessor may give notice to the Lessee:

- (a) describing the Event of Default; and
- (b) requesting that the Lessee remedy that Event of Default within three (3) months of the date of the notice.

If the Lessee fails to rectify the Event of Default within the period specified in the notice referred to in this **Clause 5.3** the Lessor may terminate this Lease, re-enter and take possession of the Premises whereupon the Term shall absolutely determine. Such termination is without prejudice to any action or other remedy which either Party has or might or otherwise could have had for any antecedent breach of the conditions of this Lease.

5.4 Termination for non-payment of Rent

The Lessor agrees that it is not entitled to terminate this Lease for non-payment of the Rent.

5.5 Holding over

If the Lessee continues to occupy the Premises after the expiration or earlier determination of the Term without objection by the Lessor, the Lessee shall become a quarterly Lessee of the Lessor at a quarterly rental equivalent to one quarter of the Rent payable by the Lessee at the expiration or earlier determination of the Term and otherwise on the same conditions mutatis mutandis as those contained in this Lease which tenancy may be determined by either Party by three (3) months notice in writing which notice may be given to expire at any time.

5.6 Notices

Any communication required to be given or served under this Lease:

- (a) shall be duly given to or served on the Lessee if in writing signed by the Lessor or if a corporation the secretary to or any, director of the corporation and delivered by hand or sent by facsimile or sent by certified post in a prepaid letter

addressed to the Lessee at the address of the Lessee set out in the Schedule (or such other address of which the Lessee shall have given the Lessor notice in writing); and

- (b) shall be duly given to or served on the Lessor if in writing signed by or on behalf of the Regional Property Vendor Manager (or a person holding such other position which Telstra shall have given the Lessor notice in writing), or its property agent or the Lessee's solicitor and sent by facsimile or sent by post in a prepaid letter addressed to the Lessor at the address of the Lessor set out in the Schedule (or such other address of which the Lessor shall have given the Lessee notice in writing);

PROVIDED that where the Lessor consists of two or more persons service upon any one of them shall constitute service upon each of them.

5.7 Costs of Lease

The Lessor shall pay the Lessee's legal costs for the preparation, negotiation, execution, registration and stamping of this Lease together with any stamp duty payable on this Lease.

6 RIGHT TO SURRENDER

6.1 Right to surrender

- (a) Notwithstanding any other provision contained in this Lease, the Lessee shall have the right at any time during the Term of this Lease, to surrender this Lease by giving the Lessor a Termination Notice.
- (b) Upon the date specified in the Termination Notice, this Lease shall cease and determine without prejudice to any antecedent rights or claim for damages which may have accrued to either Party:

6.2 Reinstatement

If the Lessee exercises its right to surrender this Lease pursuant to **Clause 6.1**, the Lessee shall, at its own cost, reinstate the Premises in accordance with **Clause 3.3** subject to any agreement to the contrary contained in the Relocation Deed.

7 OPTION TO RENEW

7.1 Unless the Lessee gives to the Lessor either:

- a. at least 1 month's written notice before the Expiry Date that the Lessee does not want a new lease of the Premises for a Further Term; or
- b. written notice before the Expiry Date that the Lessee does not want a new lease of the Premises for a Further Term but that it wishes to remain in possession of the Premises pursuant to clause 5.5,

then provided the Lessee is not then in breach of an essential term of this Lease of which it has been notified by the Lessor, the Lessor must grant to the Lessee a new lease of the Premises for that Further Term.

7.1.2. The new lease contains the same terms and conditions as this Lease except that:

- a. **(cover page)** any necessary changes are made to the term details on the cover page of the new lease;
- b. **(Reference Schedule)** any necessary changes are made to Items 5, 6, 7 and 10 in the new lease; and
- c. **(Rent)** the rent to be inserted in Item 7 is the Rent payable on the Expiry Date of this Lease.

8 DAMAGE OR DESTRUCTION

If during the Term, the Premises or the Building or any part of them are destroyed or damaged so as to render the Premises in the reasonable opinion of the Lessee wholly or substantially unfit for the operation of the Facility, then:

- (a) the Rent and all other monies payable by the Lessee under this Lease after the date of such destruction or damage or a fair and just proportion of them according to the nature and extent of the damage to the Premises will cease to be payable to the extent that the damage is not caused or contributed to by the Lessee, until:
 - (i) the Building and/or Premises have been rebuilt, reinstated and repaired so as to be fit for use by the Lessee; and
 - (ii) a further period has elapsed which is reasonable in all the circumstances to allow the Lessee to carry out any necessary refitting of the Premises;
- (b) the Lessee's covenant to repair and maintain the Premises in good repair and condition will be suspended for so long as the Premises or part of them are unfit for use by the Lessee;
- (c) where:
 - (i) in the reasonable opinion of the Lessee, the Premises are wholly unfit for use by the Lessee and an independent architect (appointed by the senior official for the time being of the Australian Institute of Architects New South Wales Chapter on the written request of either the Lessor or the Lessee and whose costs are to be shared equally between the parties) certifies that the Premises are likely to remain wholly unfit for not less than 3 months from the date of this certificate; or
 - (ii) the Building is condemned as a dangerous building or structure by any authority having jurisdiction for that purpose,

the Lessee or Lessor may terminate this Lease by 1 month's written notice to the other party;

- (d) where, in the reasonable opinion of the Lessee, the Premises are partially unfit for use by the Lessee and:

- (i) the Lessor fails to render the Premises fit for use within a reasonable time (being no longer than 3 months) having regard to the extent and severity of the damage; or
- (ii) the operation of the Facility is compromised or no longer necessary or the level of service provided by the Lessee to its customers falls below the level considered acceptable in the reasonable opinion of the Lessee,

the Lessee may terminate this Lease by 1 month's written notice to the Lessor and may in its absolute discretion remove the Facility or any part of it, but is not obliged to do so;

- (e) any termination of this Lease under this clause is without prejudice to any prior claim or remedy which either party may have against the other;
- (f) if any dispute arises under this clause 8, the Lessor or the Lessee (or both) may request the President of the Institute of Arbitrators and Mediators Australia to appoint an arbitrator to determine the dispute. The costs of the arbitrator are to be shared equally by the parties;
- (g) where the Premises are wholly unfit for use by the Lessee pursuant to clause 8(c)(i) or condemned pursuant to clause 8(c)(ii), the Lessor is under no obligation to reinstate the Premises; and
- (h) where the Premises are partially unfit for use by the Lessee the Lessor must reinstate the Premises as soon as reasonably practicable.

9 INTENTIONALLY DELETED

10 AMENDMENTS TO PLAN AND LEASE

10.1 Amendments to Plan and Lease

- (a) The Lessor and the Lessee acknowledge that:
 - (i) the Plan may require amendment; and/or
 - (ii) this Lease may need to be varied or the provisions of this Lease may need to be restructured,

to enable the Lease to be registered at the Land and Property Information NSW.

- (b) The Lessor shall, in consultation with the Lessee, promptly do all things reasonably necessary (including but not limited to entering into successive leases or an agreement for lease) to enable the Plan and/or the Lease to be amended to meet the requirements of the Land and Property Information NSW.

11 GST

11.1 Definitions

“GST” means GST within the meaning of the GST Act.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

Expressions used in this **Clause 11** and in the GST Act have the meanings given to them in the GST Act.

11.2 Amounts payable generally not GST inclusive

An amount payable by a Party under this Lease in respect of a taxable supply by the other Party, unless expressed to represent the price of supply, represents the value of the supply and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

11.3 Reimbursement of expenses

If this Lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of a creditable acquisition from a third party, the amount for payment, reimbursement or contribution will be the value of the acquisition by the Lessor plus, if the Lessor's recovery from the Lessee is a taxable supply, the GST payable in respect of that supply.

11.4 Supplier to provide tax invoice

A Party is not obliged under **Clause 11.2** or **11.3**, to pay the GST on a taxable supply to it under this Lease, until that Party is given a valid tax invoice for the supply.

11.5 Reduction in other taxes

- (a) If the introduction of GST is associated with the abolition or reduction of any tax, duty, excise or statutory charge which directly or indirectly affects the net dollar margin in respect of a taxable supply made by the Lessor under this Lease, the consideration (excluding GST) payable for the supply must be varied so that the Lessor's net dollar margin in respect of the supply remains the same.
- (b) If requested, the Lessor must provide reasonable evidence to demonstrate that it has complied with paragraph (a) of this sub-clause.

12 INSURANCE

12.1 Insurance

- (a) Subject to **Clause 12.1(b)**, the Lessee shall keep current at all times during its occupation of the Premises:
 - (i) a policy of public risk insurance applicable to the Premises and the Lessee's use of them in the name of the Lessee with the interest of the Lessor noted for an amount not less than \$5 million (being the amount which may be paid arising out of any one single accident or event) or such higher amount as the Lessor may from time to time reasonably require;

- (ii) an insurance policy for the full insurable value of all plant of the Lessee against loss or damage sustained thereto by fire, fire fighting activities, flooding, fusion, explosion, lighting, civil commotion, storm, tempest, earthquake, burglary, malicious damage or other insurable risk; and
- (iii) such other insurance policies as the Lessor may from time to time reasonably require.

Such insurance policies shall be effected with a reputable insurance company and the Lessee will if so requested by the Lessor, provide the Lessor with a certificate of currency for such policies from time to time (but not more than once each year).

- (b) This **Clause 12** shall not apply whilst Telstra or a Related Body Corporate of Telstra is the Lessee.

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SCHEDULE

- 1 LESSOR:** **MOTTO APARTMENTS PTY LIMITED**
ACN 093 763 547
- Address:** Level 10, Space 207 Building B 207
Pacific Highway
ST LEONARDS NSW 2065
- Attention:** The Secretary
- 2 LESSEE:** **TELSTRA CORPORATION LIMITED**
ACN 051 775 556
- Address for service of notices:**
- c/- United KFPW
Level 13, 215 Adelaide Street
BRISBANE QLD 4000
- Attn: United KFPW Telstra Client
Manager
- Tel: 07 3239 4000
Fax: 07 3239 4010
- AND
- Level 2
231 Elizabeth Street
SYDNEY NSW 2000
- Attn: Regional Property Vendor Manager
Fax: 02 9264 9917
- 3 PREMISES:** (Clause 2) That part of the Building shown hatched on the Plan.
- 4 LAND** (Clause 1.1) Certificate of Title Folio Identifier Lot 1 DP 947041
- 5 TERM** (Clause 2) Five (5) years
- 6 COMMENCEMENT (Clause 2)** 29 June 2005
DATE
- 7 RENT** (Clause 2) \$1.00 gross per annum (if demanded) (it being
acknowledged that the Rent is a gross Rent inclusive
of all usual building and statutory outgoings).
- 8 PAYMENT OF RENT** (Clause 3.1) Yearly in advance (if demanded).

Los
200
200

- 9 **PERMITTED USE (Clause 3.7)** Any Telecommunication Rights.
- 10 **OPTIONS (Clause 7)** Four further terms of 5 years each.

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ASL

ANNEXURE B

PLAN

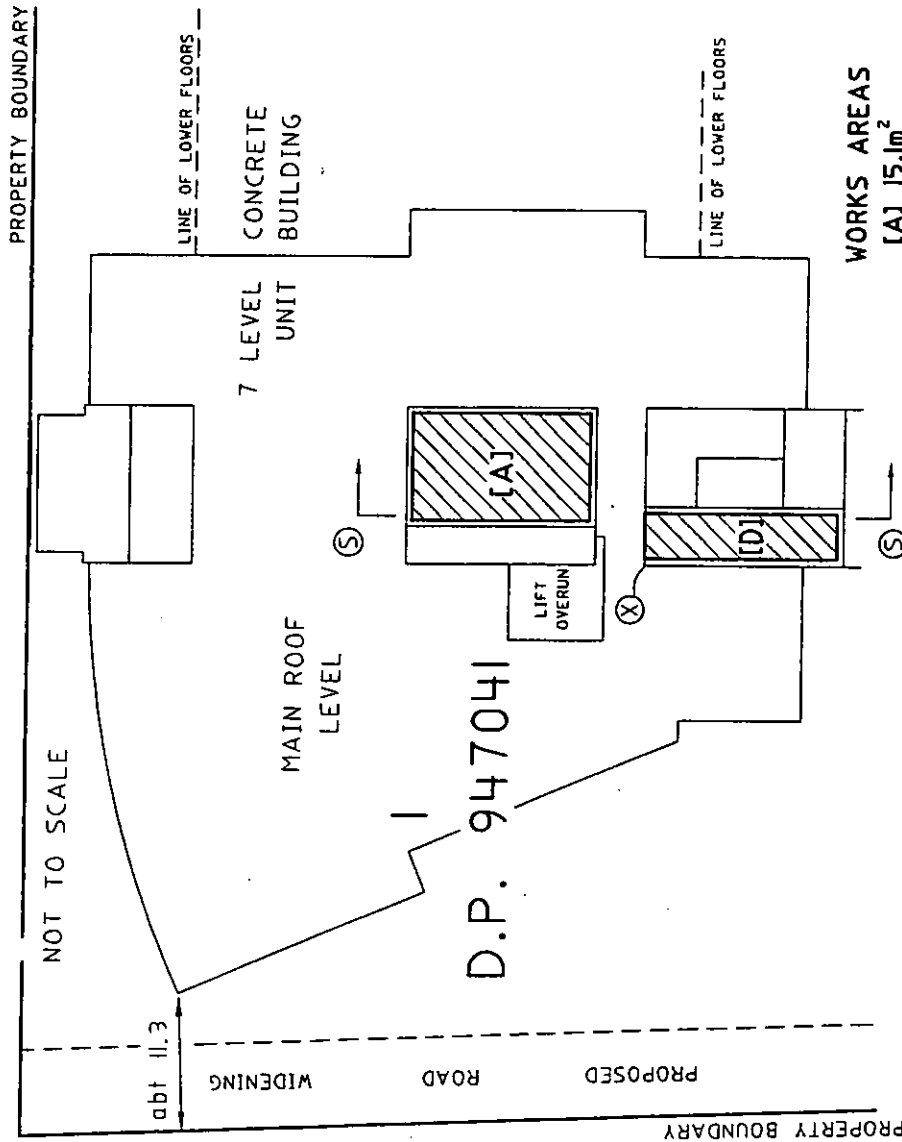
Plan forming Annexure "B" to Lease
 of Premises at ERSKINEVILLE
 by
 to

Dated the Day of

MACDONALD (1.83-7.925-1.83)

STREET

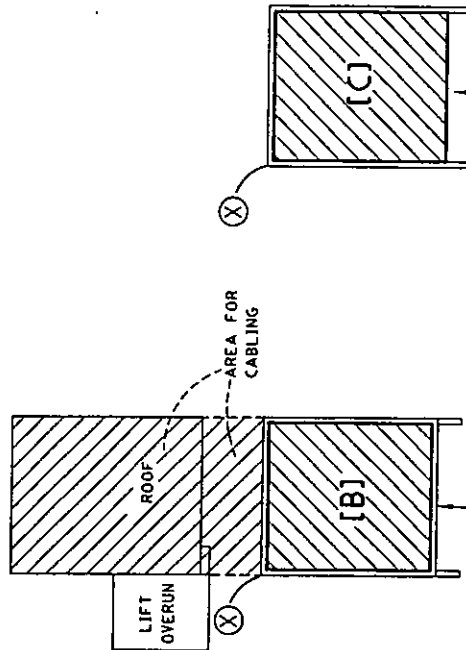
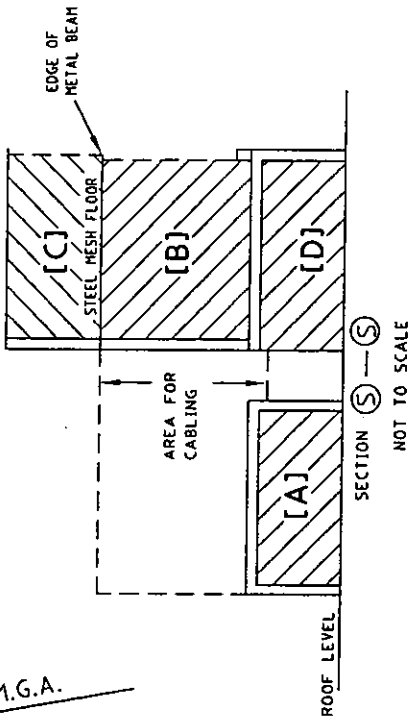
LGA : SOUTH SYDNEY.
 Locality: ERSKINEVILLE
 Parish : PETERSHAM
 County : CUMBERLAND



STREET EVE (1.675-6.705-1.675)

23A/24

M.G.A.



WORKS AREAS

[A] 15.1m²
 [B] 18.2m²
 [C] 18.8m²

[D] AREA FOR
 ACCESS 5.9m²

C.T.: 1/947041 Owner: Motto Apartments Pty Ltd Address: Cnr Eve & MacDonald Sts, ERSKINEVILLE																			
Coordinates of (X) (TO THE NEAREST METRE) MGA ZONE 56 E 332 302 N 6 246 971																			
Radio Network Site No. 27565		SVY		DRN		CHKD		AMENDMENT		EXM		APP		DATE		ISS			
SCALE 1:200		RMC		CPH		RMC		ORIGINAL ISSUE		RMC		RMC		3-6-05		1			
COMPUTER FILE: Z:\DWGS\02012-lease.dwg																			

BMA
 BRUNSKILL MCCLENAHAN
 & ASSOCIATES Pty Ltd
 SURVEYORS & PLANNERS
 SUITE 202, 29 ANDERSON STREET
 CHATSWOOD NSW 2067
 Ph: (02) 9415 1116 Fax: (02) 9415 1476

Gelstra
 RICHARD MCCLENAHAN
 REGISTERED SURVEYOR
 CELLULAR MOBILE NETWORKS SITE 27565
 ERSKINEVILLE
 CNR EVE & MACDONALD STREETS
 BOUNDARY IDENTIFICATION
 DWG No. N27565 SHI G1 of INDEX 1 of 1

EXECUTED AS A DEED.

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.

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

Signed by **MOTTO APARTMENTS PTY
PTY LIMITED ACN 093 763 547** in

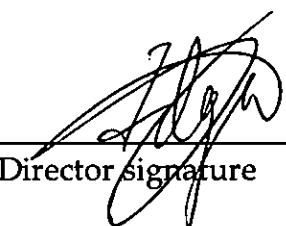
accordance with its ~~Constitution~~: SECTION 127 OF THE
CORPORATIONS ACT 2001



Director/Secretary signature

GEORGE TAN

Director/Secretary print name

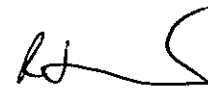


Director signature

EDGAR YAN KAI HUNG

Director print name

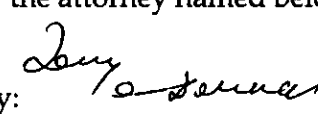
I certify that ANTHONY SEPTIMUS O'DONNELL (Attorney's full name),
LOA (position), with whom I am personally acquainted or as to whose
identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA
CORPORATION LIMITED** under Power of Attorney registered Book 4338 No. 72829
4457

Signature of witness: 

Name of witness: RICHARD JOHN WATERS

Address of witness: 231 ELIZABETH ST
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below

Signature of Attorney: 

Attorney's name: ANTHONY SEPTIMUS
O'DONNELL

Signing on behalf of:

**TELSTRA
CORPORATION LTD**

By executing this document the attorney states
that the attorney has received no notice of
revocation of the power of attorney

CONSENT TO LEASE

LEASE between

MOTTO APARTMENTS PTY LIMITED ABN 34 093 763 547 (the Lessor)

and

TELSTRA CORPORATION LIMITED ABN 33 051 775 556 (the Lessee)

of premises at

“Building A” 93 Macdonald Street, Erskineville, NSW (the Premises)

BOS INTERNATIONAL (AUSTRALIA) LIMITED ABN 23 066 601 250 (the Bank)

as the proprietor of the real property mortgage between the Lessor and the Bank dated 10 January 2003 over the land described in Certificate of Title Folio Identifier 1/947041 at the request of the parties to the subject Lease,

CONSENTS to the granting of the Lease (including any further term validly resulting from the exercise of any option to renew the Lease) and all other provisions of the Lease subject to these provisions:

1. This consent is without prejudice to the right of the Bank (or a receiver or a receiver and manager appointed by the Bank) to exercise its rights under the Mortgage (including, without limitation, any power of sale) subject to the rights of the Lessee under the Lease.
2. When the Bank lawfully exercises its rights under the Mortgage, it has all the rights of the Lessor under the Lease:
 - (a) to enforce observance of all covenants in the Lease relating to the use and occupation of the Premises;
 - (b) to exercise all rights, powers, privileges, remedies and authorities of the Lessor (including all right of re-entry and all incidental powers); and
 - (c) to do all acts and grant all consents and licences to the same extent as if those covenants, provisions, rights, powers, privileges and authorities were given to the Bank.
3. If the Bank exercises its rights under the Mortgage and gives a written notice to the Lessee that the Bank's rights under the mortgage have been exercised and to pay the rent to it, the Lessee must pay all future rents and other moneys payable under the Lease to the Bank, who may demand and sue for them if not paid. This paragraph does not apply in relation to any notice given by a receiver or a receiver and manager appointed by the Bank.
4. Until any notice given under paragraph 3 is withdrawn or the Mortgage is discharged after any notice under paragraph 3 has been given, all rights, powers and remedies of the Lessor under the Lease are not capable of being enforced by the Lessor without the consent in writing of the Bank. Until then the Bank will have the same rights and remedies as the Lessor by virtue of the Lease. The Bank shall notify the Lessee immediately in writing if the mortgage is discharged.

5. The Bank is not liable to observe or perform any of the obligations of the Lessor under the Lease under any circumstances unless the Bank has given written notice to the Lessee under paragraph.3.
6. If the Bank exercises its rights under the mortgage, the Lessor and the Lessee must not:
 - (a) agree to mortgage the Lease or change the use of the Premises; or
 - (b) vary the terms and conditions of the Lease or any renewal of it,without the written consent of the Bank, which it will not withhold unreasonably.

The Lessor and the Lessee shall not assign, sublease or part with possession of the Premises without the prior written consent of the Bank where the Lessor's consent is required under the Lease.

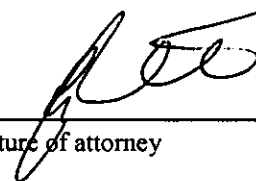
THE LESSOR AND THE LESSEE accept these conditions.

DATED

SIGNED, SEALED and DELIVERED for
BOS INTERNATIONAL (AUSTRALIA)
LIMITED under power of attorney in the
presence of:

Signature of witness

Name



Signature of attorney



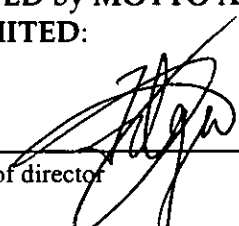
Name

14 January 2005

Date of power of attorney

REGISTERED BOOK 4448 No. 607

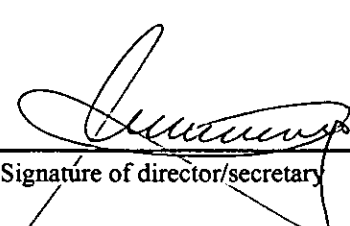
EXECUTED by MOTTO APARTMENTS
PTY LIMITED:



Signature of director

EDGAR YAN KAI HUNG

Name




Signature of director/secretary

GEORGE TAN


Name

I certify that ANTHONY SEPTIMUS O'DONNELL (Attorney's full name),
As (Position), with whom I am personally acquainted
or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney
for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered Book 4338 445-7
No. 72 829

Signature of witness: 

Name of witness: RICHARD JOHN WATERS
Address of witness: 231 ELIZABETH ST
SYDNEY NSW 2000

Certified correct for the purposes of the Real
Property Act 1900 by the attorney named below


Signature of Attorney:

Attorney's name: ANTHONY SEPTIMUS O'DONNELL
Signing on behalf of:

TELSTRA

By executing this document the attorney states
that the attorney has received no notice of
revocation of the power of attorney

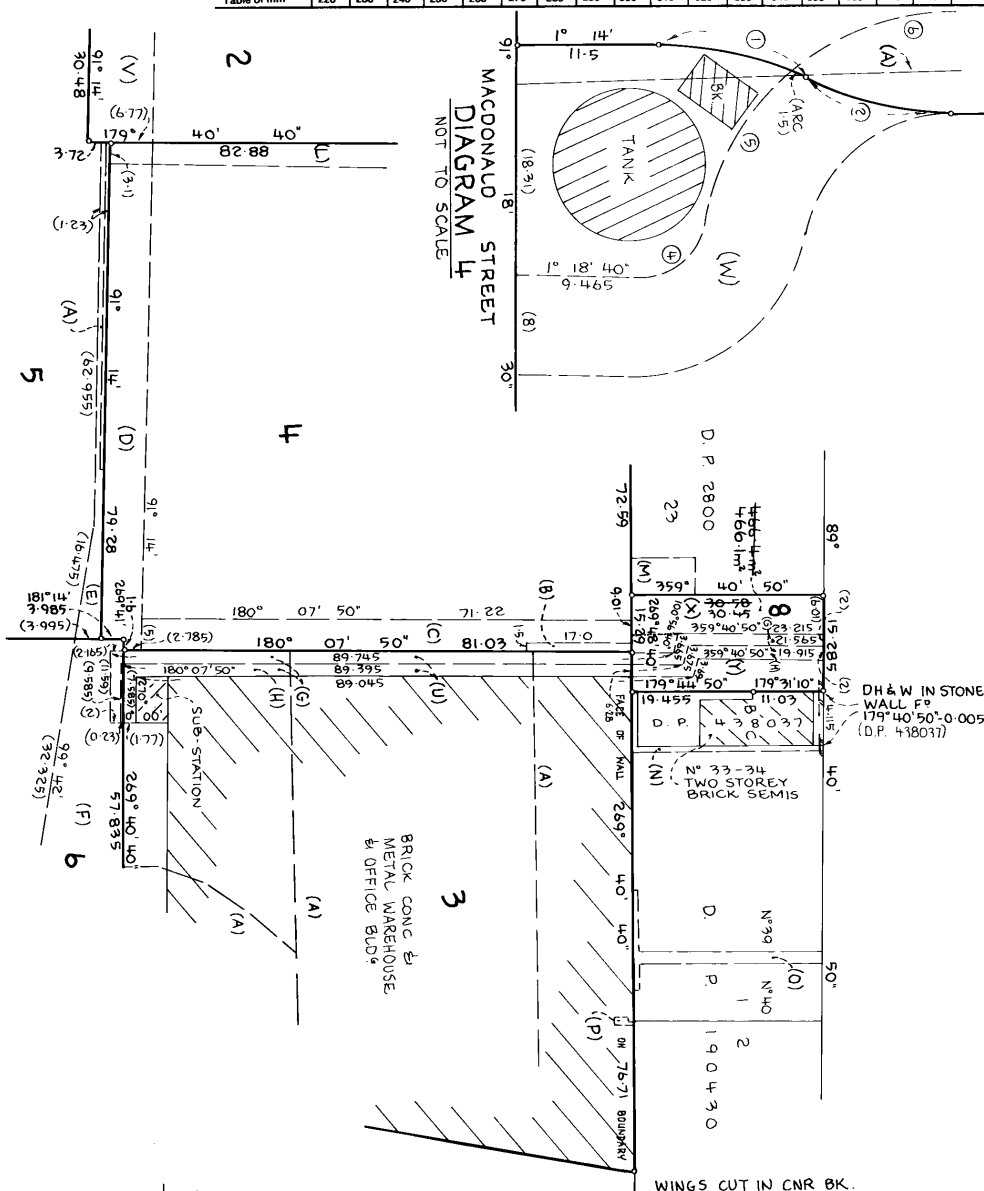


DIAGRAM 1
NOT TO SCALE

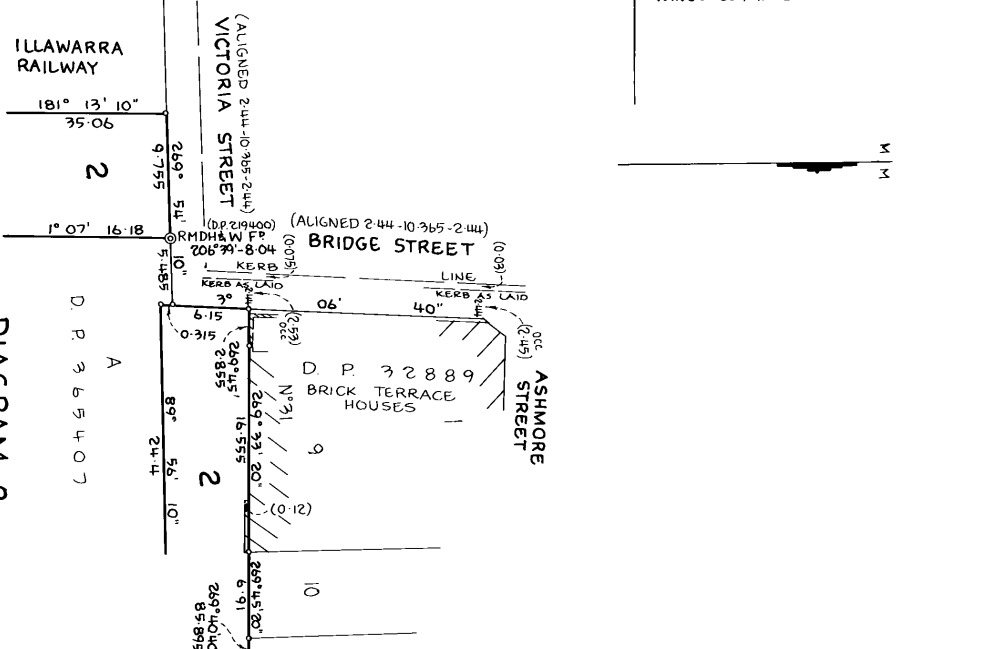


DIAGRAM 2
NOT TO SCALE

- (A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES - APPROX. POSITION SHOWN BY BROKEN LINES
- (B) EASEMENT TO DRAIN WATER 1.5 WIDE
- (C) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE
- (D) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6-7.7 WIDE
- (E) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 1-2.3 WIDE & VARIABLE
- (F) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES VARIABLE WIDTH
- (G) RIGHT OF WAY 4 WIDE - VIDE 5.712068
- (H) EASEMENT FOR SEWERAGE AND STORMWATER DRAINAGE VIDE 5.548028
- (I) SITE OF EASEMENT TO COMMISSIONER OF RAILWAYS 5.548028
- (J) EASEMENT FOR CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH
- (K) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH
- (L) RIGHT OF WAY 10 WIDE VIDE 5.408064
- (M) RIGHT OF FOOTWAY VARIABLE WIDTH VIDE 5.408064
- (N) RIGHT OF FOOTWAY VARIABLE WIDTH VIDE 5.408064 (SEE DP 610963)
- (P) RIGHT OF WAY VARIABLE WIDTH VIDE 5.408064
- (Q) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE

- (R) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 WIDE
- (S) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 & 6 WIDE
- (T) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE & VARIABLE
- (U) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4 WIDE
- (V) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE & VARIABLE
- (W) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE
- (X) BENEFITED BY RIGHT OF FOOTWAY CREATED BY 5.408064 (PLAN)
- (Y) BENEFITED BY RIGHT OF FOOTWAY CREATED BY 5.408064 (PLAN)

DP 788543

Registered: 11-5-1989

This is sheet 2 of my plan in 2 sheets

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 12 of 1989

Deputy Town Clerk

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

10. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3 WIDE AND 6 WIDE

11. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 WIDE AND VARIABLE WIDTH

12. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4 WIDE

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

14. RIGHT OF CARRIAGE AND EASEMENT FOR SERVICES 8 WIDE

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

DP 788543

Lengths are in metres

(Sheet 1 of ²⁰~~19~~ Sheets)

PART 1

Deposited Plan No

DP 788543

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

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

Easement to drain water over
existing line of pipes

SCHEDULE OF LOTS AFFECTED

Lots Burdened

3
3
5
2
3

Lots Benefitted

6
4
4
4
8

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

Easement to drain water
1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

8

22AK79NSM/1 AK1

REGISTERED



11 MAY 1989

[Handwritten signature]

[Handwritten signature]

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

DP 788543

Lengths are in metres

(Sheet 2 of ²⁰~~19~~ Sheets)

PART 1

Deposited Plan No:

DP 788543

Subdivision of Lot 8
DP 219400, Lot A DP 438037
and Lot 101 DP 788542
COUNCIL CHARGE CERT. NO 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

Right of Carriageway and
Easement for services 5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

3

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

Right of Carriageway and
Easement for services
6.77 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

2, 3, 5, 6 & 7

22AK79NSM/2 MW

REGISTERED  1.1 MAY 1989

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

DP 788543

Lengths are in metres

(Sheet 3 of ²⁰~~19~~ Sheets)

PART 1

Deposited Plan No:

DP 788543

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

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

Right of Carriageway and
Easement for services 1.23
and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened

5

Lots Benefitted

2, 3, 4, 6 & 7

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

Right of Carriageway and
Easement for services
variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened

6

Lots Benefitted

2, 3, 4, 5 & 7

22AK79NSM/3 MW

REGISTERED



11 MAY 1989

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

DP 788543

Lengths are in metres

(Sheet 4 of ¹⁰~~13~~ Sheets)

PART 1

Deposit ...

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

COUNCIL CLERK'S CERT. NO 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

Right of Carriageway and
Easement for services
variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened

4

Lots Benefitted

2

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

Right of Carriageway and
Easement for services 9 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

6

Lots Benefitted

5

22AK79NSM/4 MW

REGISTERED  11 MAY 1989

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

DP 788543

Lengths are in metres

(Sheet 5 of ~~19~~²⁰ Sheets)

PART 1

Deposited Plan No:

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

COUNCIL CLERK'S NO. 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

Right of Carriageway and
Easement for services 3 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

5

Lots Benefitted

6 & 7

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

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

SCHEDULE OF LOTS AFFECTED

Lots Burdened

6

Lots Benefitted

5 & 7

22AK79NSM/5 MW

REGISTERED



h

11 MAY 1989

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

DP 788543

Lengths are in metres

(Sheet 6 of ²⁰~~19~~ Sheets)

PART 1

Deposited Plan No:

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

COUNCIL CLERK'S CERT. NO 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

SCHEDULE OF LOTS AFFECTED

Lots Burdened

7

Lots Benefitted

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

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

Right of Carriageway and
Easement for services 4 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

3

Lots Benefitted

4

22AK79NSM/6 MW

REGISTERED  11 MAY 1989

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

DP 788543

Lengths are in metres

(Sheet 7 of ²⁰~~18~~ Sheets)

PART 1

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N^o 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

Right of Carriageway and
Easement for services 8 wide
and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened

2

Lots Benefitted

3, 4, 5, 6 & 7

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

Right of Carriageway and
Easement for services 8 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened

5

Lots Benefitted

2, 3, 4, 6 & 7

22AK79NSM/7 MW

REGISTERED  11 MAY 1989

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

DP 788543

Lengths are in metres

(Sheet 8 of ¹⁰~~10~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. N° 12/89

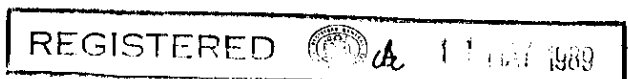
Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/8 MW



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

Lengths are in metres

(Sheet 9 of ~~49~~²⁰ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542.

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/9 MW



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

Lengths are in metres

(Sheet 10 of ¹⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8
DP 219400, Lot A DP 438037
and Lot 101 DP 788342

COUNCIL CLERK'S CERT. N° 12/89


Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/10 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 11 of ²⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

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

COUNCIL CLERK'S CERT. N° 12/89


Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/11 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 12 of ²⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CHAIR'S CERT. N° 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/12 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 13 of ¹⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT. NO 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/13 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 14 of ²⁰~~29~~ Sheets)

PART 2

Deposited Plan No:

788543

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

COUNCIL CLERK'S CERT. N° 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/14 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 15 of ²⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

Subdivision of Lot 8

DP 219400, Lot A DP 438037

and Lot 101 DP 788542

COUNCIL CLERK'S CERT N° 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/15 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 16 of ²⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

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

COUNCIL CLEARANCE CERT. N° 12/89

Full name and address of
proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/16 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 17 of ²⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

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

Full name and address of
proprietor of the land:

COUNCIL CLERK'S CERT. N° 12/89

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/17 MW

REGISTERED



& 11 MAY 1980

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

Lengths are in metres

(Sheet 18 of ²⁰~~19~~ Sheets)

PART 2

Deposited Plan No:

788543

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

Full name and address of
proprietor of the land:

COUNCIL CLERK'S CERT. N° 12/89

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/18 MW

REGISTERED  11 MAY 1989

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

Lengths are in metres

(Sheet 19 of ~~19~~²⁰ Sheets)

PART 2

Deposited Plan No:

788543

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

Full name and address of
proprietor of the land:

COUNCIL CLERK'S CERT. N° 12/89

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

Robert Edwin Witt

and Gregory Van Leer

hereby certify that they are respectively the duly constituted attorneys for Elders Finance Limited under Power of Attorney registered No. 302 Book 3741 and that at the time of their executing this instrument they have no notice of the revocation or termination of the said Power of Attorney or of the powers and authorities conferred upon or delegated to them thereunder and under the authority of which they have executed this instrument.

22AK79NSM/19 MW

ELDERS FINANCE LIMITED
by its attorneys

Robert Edwin Witt

Gregory Van Leer

REGISTERED  11 MAY 1989

D.P 788543

SHEET 20 OF 20 SHEETS.

M. J. ARMSTRONG
LAW STATIONER
127 KING ST., SYDNEY
PHONE 231 2511 DX 599 SYDNEY
DELIVERY BOX NO. 46X
FAX (02) 233 7347

SIGNATURE AND SEALS ONLY.



[Signature]

Executed by Ross International (Australia) Ltd ABN 23 066 601 250 by its duly constituted Attorney under Power of Attorney No. 4467 No 58 dated 19 July 2005 who has no notice of revocation of such Power of Attorney in the presence of:

[Signature]
 Ross International (Australia) Ltd by its Attorney:
[Signature]
 Michael Glenn Davidson, Director

Department of Lands Approval

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

Signature:

Date:

File No.:

Office:

Subdivision Certificate

I hereby certify that the provisions of s.104 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

New road

(Insert Subdivision or New Road) set out hereon

* Authorised Person/Owner/Manager/Developer/Committee

Consent Authority: *Sydney City Council*

Date of endorsement: *4 January 2006*

Subdivision Certificate no: *1/2006*

File no: *5/2005/94*

Note: This plan is to be lodged electronically in Land and Property Information System (LPI) on an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable

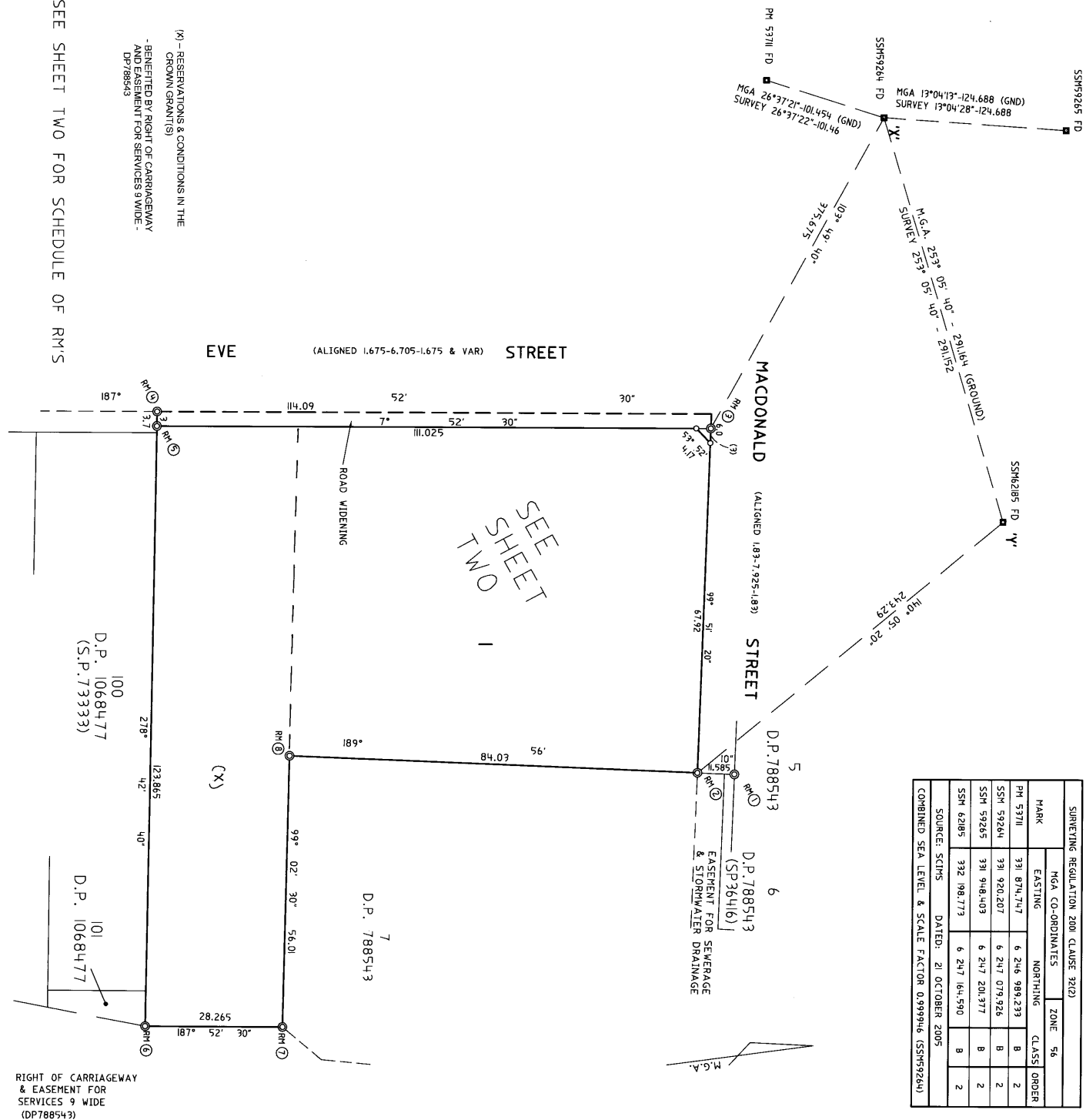
SURVEYORS REFERENCE: 02012-13

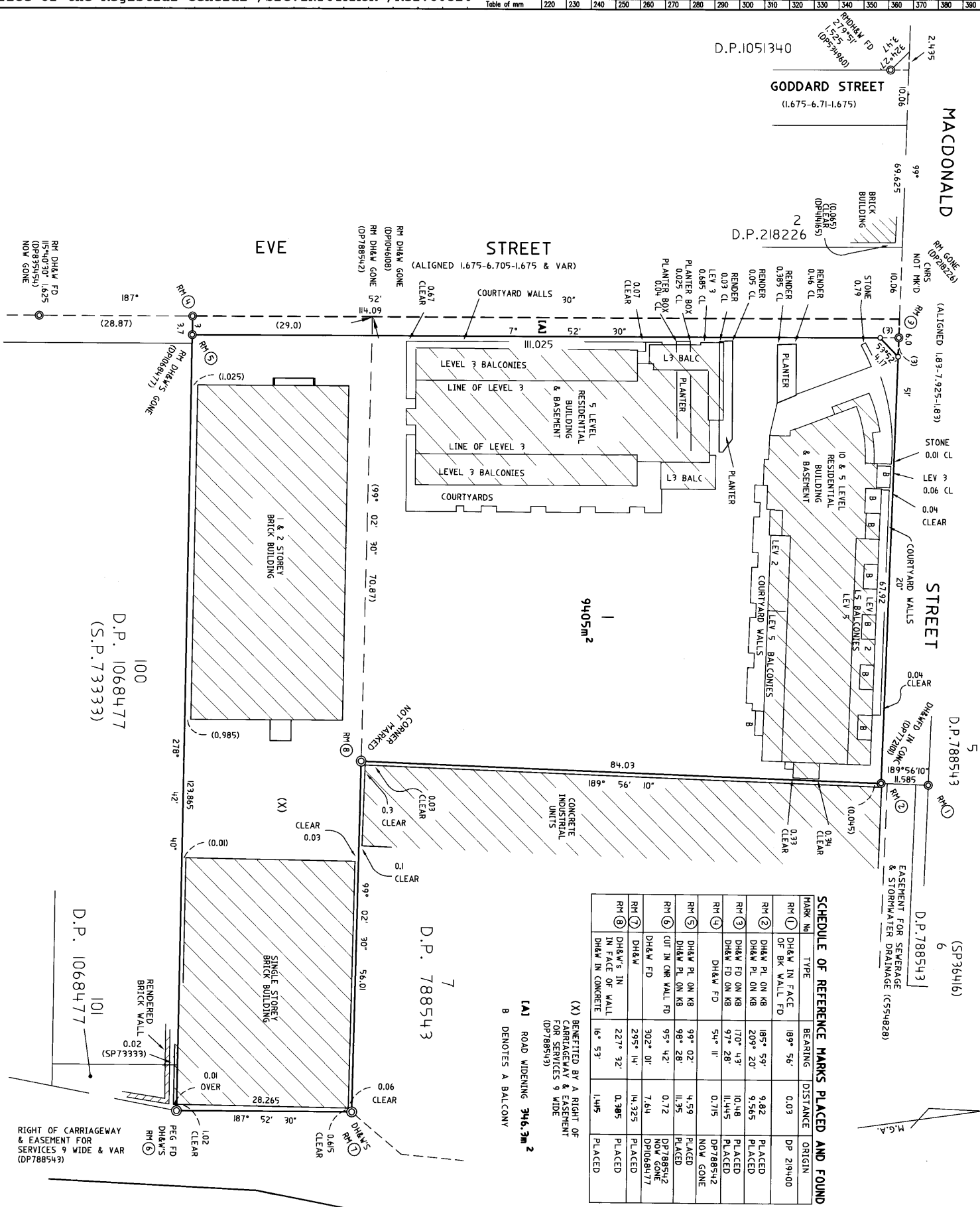
Plan Drawing only to appear in this space

SURVEYING REGULATION 2001 CLAUSE 32(2)				
MARK	MGA CO-ORDINATES		ZONE	56
	EASTING	NORTHING		
PM 53711	331 874.747	6 246 989.233	B	2
SSM 59264	331 920.207	6 247 079.926	B	2
SSM 59265	331 948.403	6 247 201.377	B	2
SSM 62885	332 198.773	6 247 164.590	B	2

SOURCE: SCIMS DATED: 21 OCTOBER 2005

COMBINED SEA LEVEL & SCALE FACTOR 0.999946 (SSM59264)





Plan Drawing only to appear in this space

Reduction Rule 1: 400

SURVEYOR'S REFERENCE: 0202-13

DP1091358

Registered 30.01.2006

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

[Signature]

Survey registered under the Surveying Act, 2002

This is sheet 2 of the plan of 2 sheets covered by Subdivision Certificate No.

Authorised Person/General Manager/Deputy General Manager

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

*OFFICE USE ONLY

MACDONALD

STREET

67.92

4.17

S.P. 76137

78.84

STREET

EVE

SEE SHEET 2
(DIAGRAM 2)

STONE WALL
(1.05) CLR

[AI]B

32.185

REND WALL
(1.73) CLR
SEE SHEET 2
(DIAGRAM 2)

CNR WALL
TO BDY
(9.89)

(0.03
OVER

CNR RENDR
9.27 TO BDY

CNR WALL
TO BDY
(9.075)

BRICK WALL
(0.04
CLEAR

WALL
(0.02
CLEAR

CNR WALL
TO BDY
(9.18)

REND WALL
(0.00) CLR

REND WALL
(0.025) CLR

SEE SHEET 3
(DIAGRAM 3)

SEE SHEET 4
(DIAGRAM 4)

RIGHT OF CARRIAGEWAY
& EASEMENT FOR SERVICES
(DP788543)

LEVEL 1 COURTYARDS

LEVEL 3 BALCONIES

LINE OF LEVEL 3

LEVEL 3 BALCONIES

LINE OF LEVEL 3

LEVEL 3 BALCONIES

LEVEL 1 COURTYARDS

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LEVEL 1 COURTYARDS

LEVEL 3 BALCONIES

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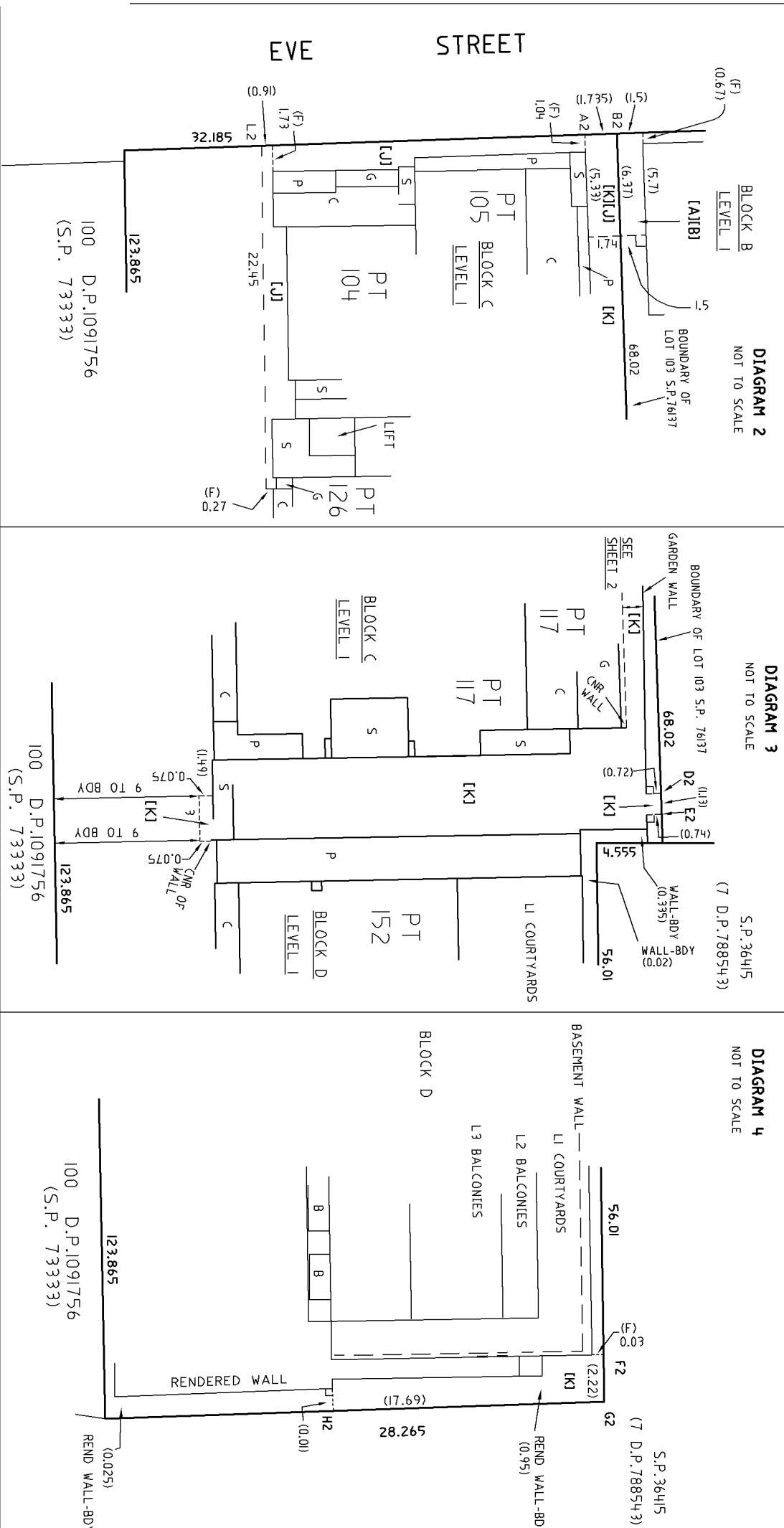
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THE LIMIT OF THE RIGHT OF ACCESSWAY [K1] IS COINCIDENT WITH THE PROPERTY BOUNDARY & EYE STREET BOUNDARY BETWEEN POINTS A2 TO B2 AND IS COINCIDENT WITH THE BOUNDARY OF LOT 103 SP76197 BETWEEN THE POINTS B2 TO C2 AND BETWEEN THE POINTS D2 TO E2 AND BETWEEN THE POINTS F2 TO G2 TO H2

THE LIMIT OF THE EASEMENT FOR DRAINAGE (VARIABLE WIDTH)[J1] IS COINCIDENT WITH THE BOUNDARY OF EYE STREET BETWEEN THE POINTS A2 TO B2 TO L2

THE RIGHT OF ACCESSWAY [K1] IS LIMITED IN HEIGHT TO 3 METRES ABOVE ITS CONCRETE, TILED OR BITUMEN HARDESTAND UNLESS COVERED

[A] RIGHT OF ACCESSWAY (VARIABLE WIDTH) (SP76/137)	G DENOTES A GARDEN BED P DENOTES A PLANTER BOX S DENOTES STAIRS
[B] EASEMENT FOR DRAINAGE (VARIABLE WIDTH) (SP76/137)	
[C] EASEMENT FOR DRAINAGE (VARIABLE WIDTH)	
[K] RIGHT OF ACCESSWAY (VARIABLE WIDTH)	

Surveyor : RICHARD L. MCCL
 Surveyor's Def. : 2003, 10/24

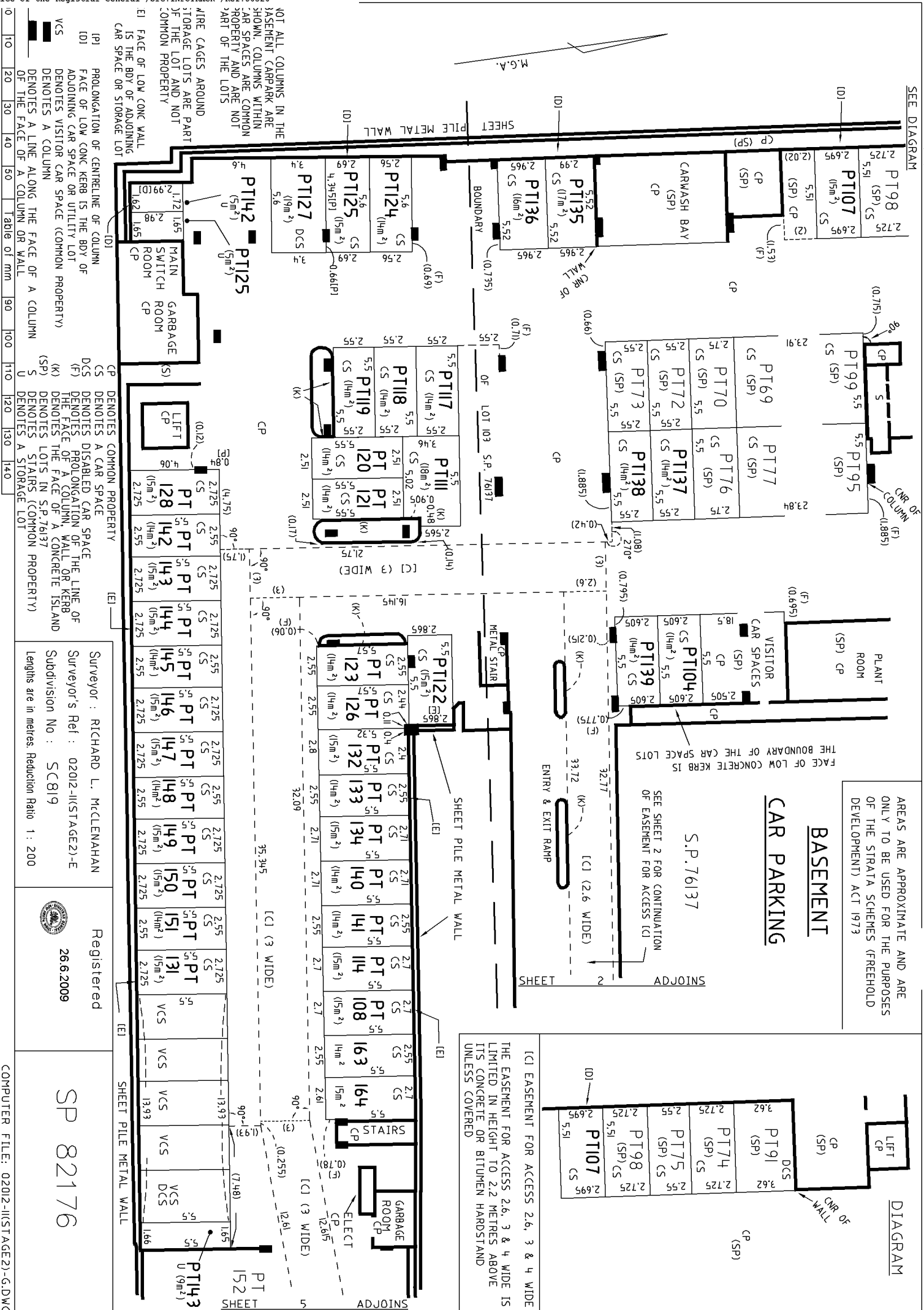
Surveyor : RICHARD L. MCLENNAHAN
Surveyor's Ref : 02012-11(STAGE2)-E
Subdivision No : SC819
Lengths are in metres. Reduction Ratio 1 :

Registered



26.6.2009

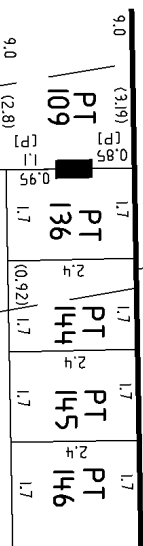
SP 82176



DIAGRAM

NOT TO SCALE

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

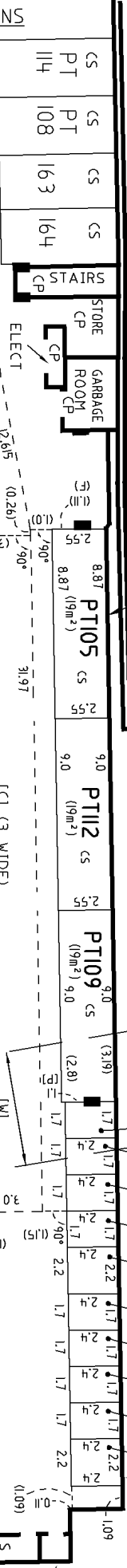


SHEET PILE METAL WALL

SHEET PILE METAL WALL

SEE DIAGRAM

M.G.A.



SHEET 4 ADJOINS

SHEET PILE METAL WALL

SHEET PILE METAL WALL

RENDERED WALL

SHEET PILE METAL WALL

[C] EASEMENT FOR ACCESS 2.6, 3 & 4 WIDE

[D] FACE OF LOW CONCRETE KERB IS THE BOUNDARY OF THE ADJOINING CARSPACE OR UTILITY LOT

[E] FACE OF LOW CONCRETE WALL IS THE BOUNDARY OF THE ADJOINING CAR SPACE OR UTILITY LOT

[P] PRODUCTION OF THE CENTRELINE OF A COLUMN

[W] EASEMENT FOR STORMWATER DRAINAGE PURPOSES 5.38 WIDE (DPI130198) LIMITED IN HEIGHT

BASEMENT

CAR PARKING

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

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

CAR PARKING

(SP) DENOTES LOTS IN S.P.76/17

S DENOTES STAIRS (COMMON PROPERTY)

VCS DENOTES VISITOR CAR SPACE (COMMON PROPERTY)

DENOTES A COLUMN

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

U DENOTES A STORAGE LOT

CP DENOTES COMMON PROPERTY

CS DENOTES A CAR SPACE

DCS DENOTES DISABLED CAR SPACE

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

Surveyor : RICHARD L. McCLENNAN

Surveyor's Ref : 02012-11(STAGE2)-E

Subdivision No : SC819

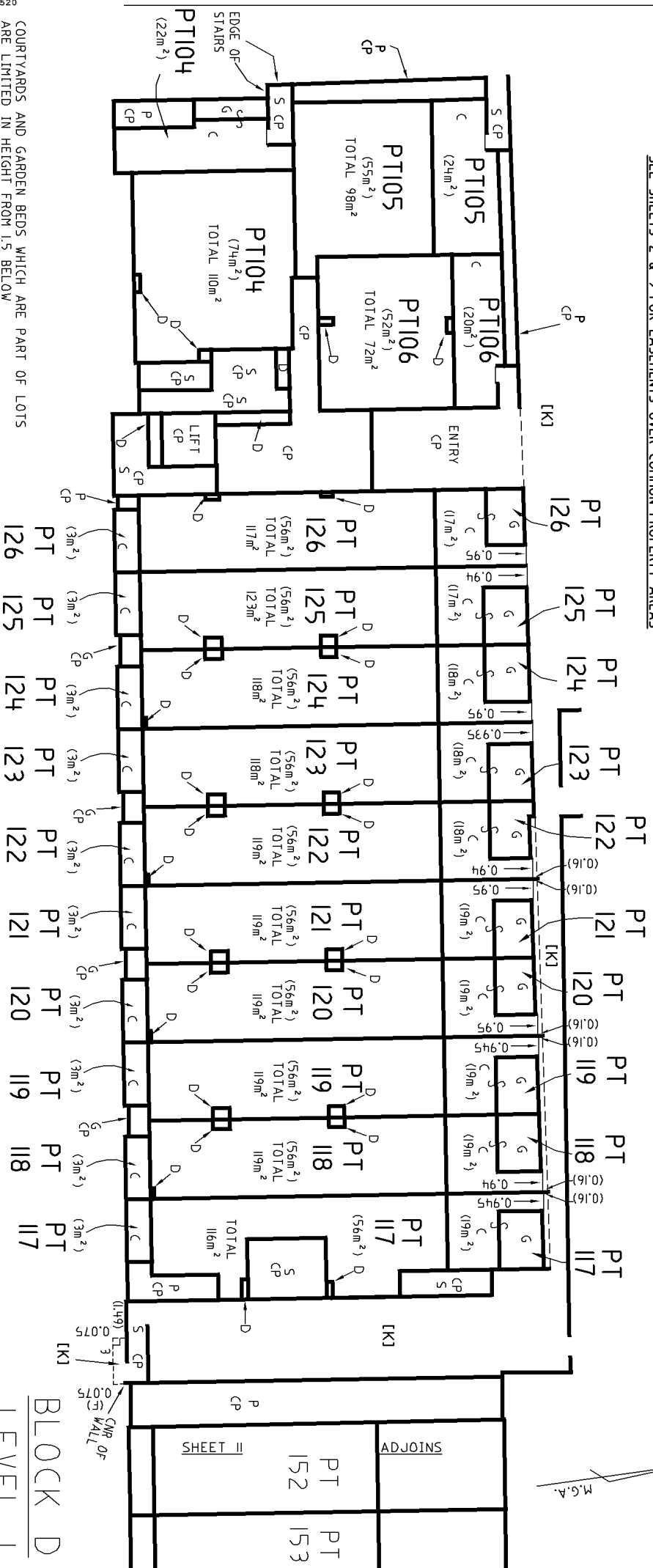
Lengths are in metres Reduction Ratio 1 : 200

Registered

26.6.2009

SP 82176

SEE SHEETS 2 & 3 FOR EASEMENTS OVER COMMON PROPERTY AREAS



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

BLOCK C
LEVEL 1

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

AIR CONDITIONING UNIT IN LOT 105 COURTYARD
IS PART OF THE LOT AND NOT COMMON PROPERTY

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

H DENOTES A RIGHT ANGLE (90°)

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

- C DENOTES A COURTYARD
CP DENOTES COMMON PROPERTY
D DENOTES A DUCT OR SERVICE CUPBOARD
(COMMON PROPERTY)
G DENOTES A GARDEN BED
P DENOTES A PLANTER BOX (COMMON PROPERTY)
S DENOTES STAIRS
(F) DENOTES THE PROLONGATION OF
THE FACE OF A WALL OR COLUMN

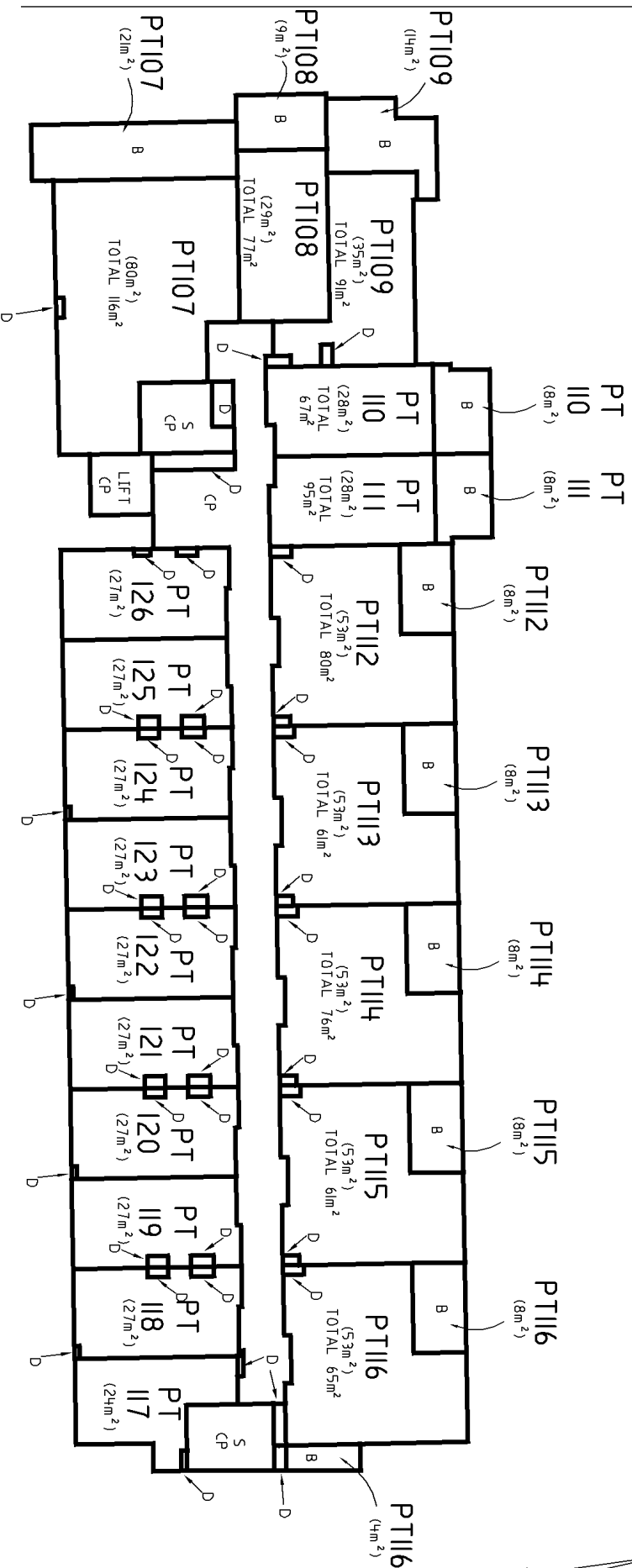
Surveyor : RICHARD L. McCLENAHAN
Surveyor's Ref : 02012-11(STAGE2)-E
Subdivision No : SC819
Lengths are in metres. Reduction Ratio 1 : 200

Registered



2662009

SP 82176



M.G.A.

BLOCK C
LEVEL 2

BLOCK D
LEVEL 2

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

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

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

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

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



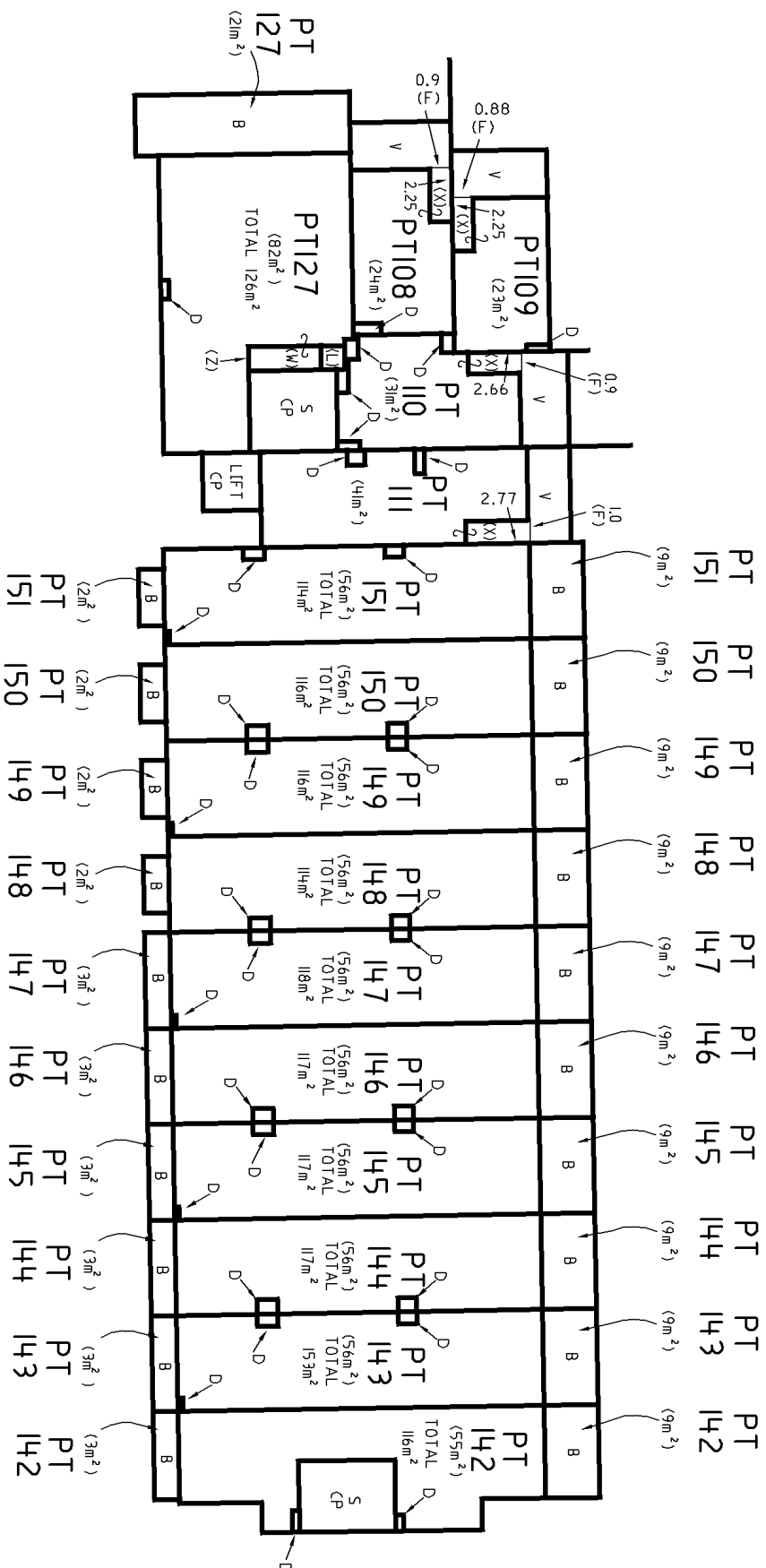
Registered

26.6.2009

SP 82176

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
---	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

Table of mm



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

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

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

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

BLOCK C LEVEL 3

BLOCK D LEVEL 3

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE
BALCONIES ARE COMMON PROPERTY

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

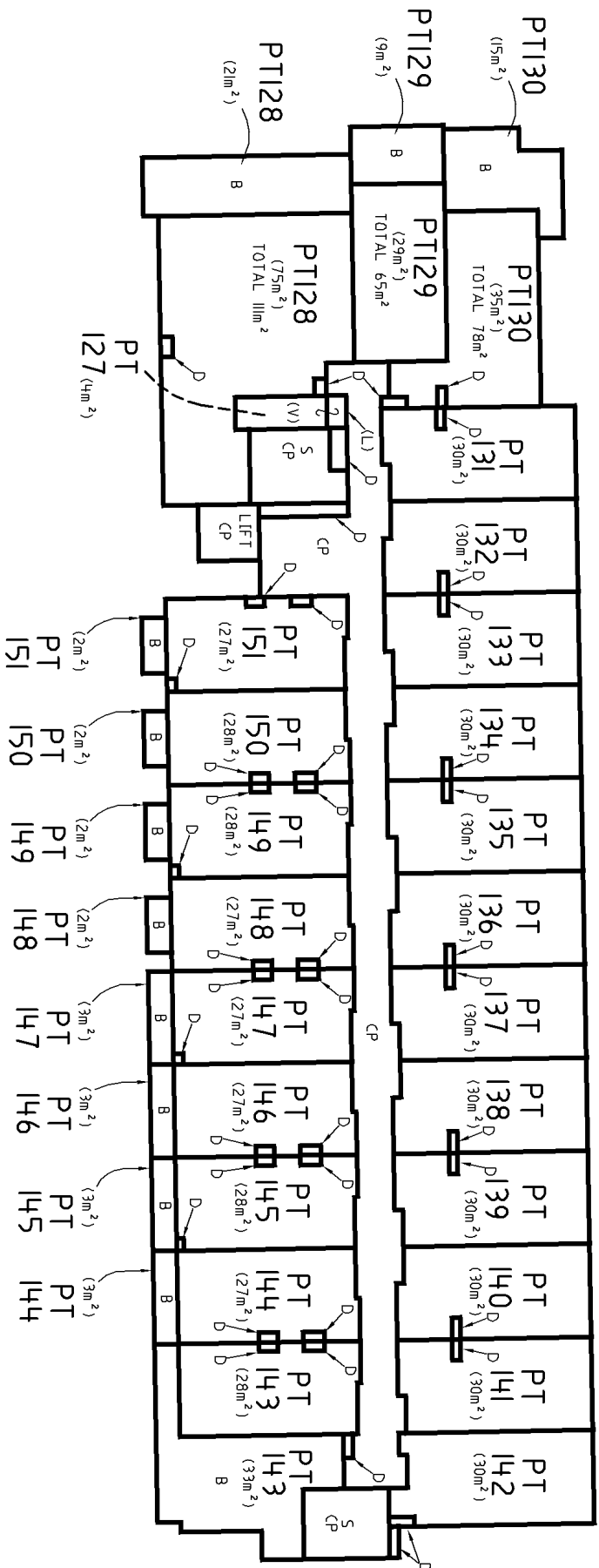
- (Z) LINE OF LEVEL 4 WALL ABOVE
- (L) TOP OF STAIR LANDING
- ON LEVEL 4 (NOT INCLUDED
- IN LEVEL 3 AREA)
- V DENOTES A VOID
- S DENOTES STAIRS
- D DENOTES A DUCT OR SERVICE CUPBOARD
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- (F) DENOTES THE PROLONGATION OF
THE FACE OF A WALL OR COLUMN

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



Registered
26.6.2009

SP 82176



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

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

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

BLOCK C LEVEL 4

(L) LANDING AT TOP OF STAIRS

S DENOTES STAIRS

D DENOTES A DUCT OR SERVICE CUPBOARD
(COMMON PROPERTY)

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE
BALCONIES ARE COMMON PROPERTY

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

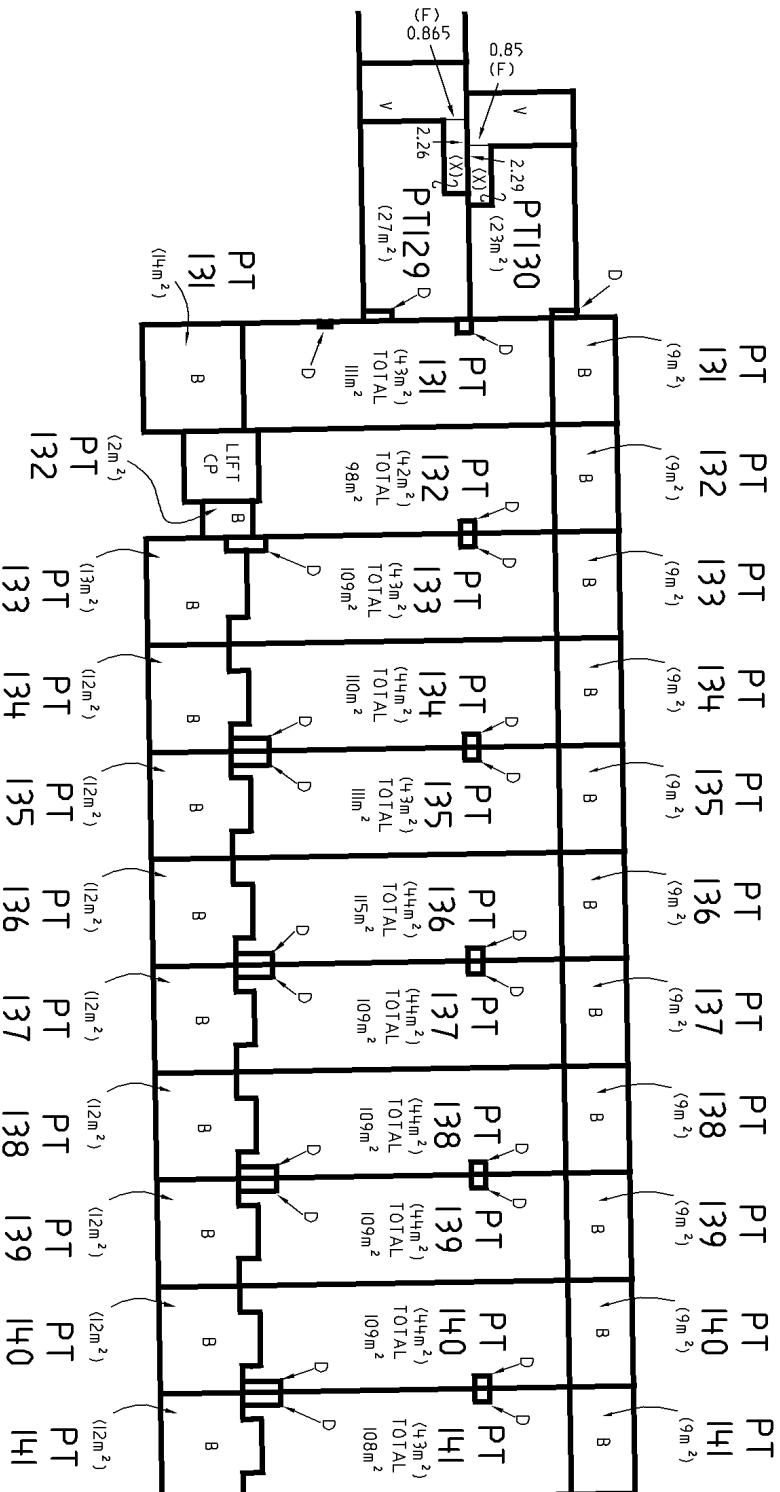
Surveyor : RICHARD L. McCLENAHAN
Surveyor's Ref : 02012-11(STAGE2)-E
Subdivision No : SC819
Lengths are in metres. Reduction Ratio 1 : 200



26.6.2009

Registered

SP 82176



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

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

V DENOTES A VOID

D DENOTES A DUCT OR SERVICE CUPBOARD (COMMON PROPERTY)

B DENOTES BALCONY

CP DENOTES COMMON PROPERTY

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

BLOCK C LEVEL 5

ALL FIXED AND MOVABLE METAL SUNSHADES ABOVE BALCONIES ARE COMMON PROPERTY

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

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

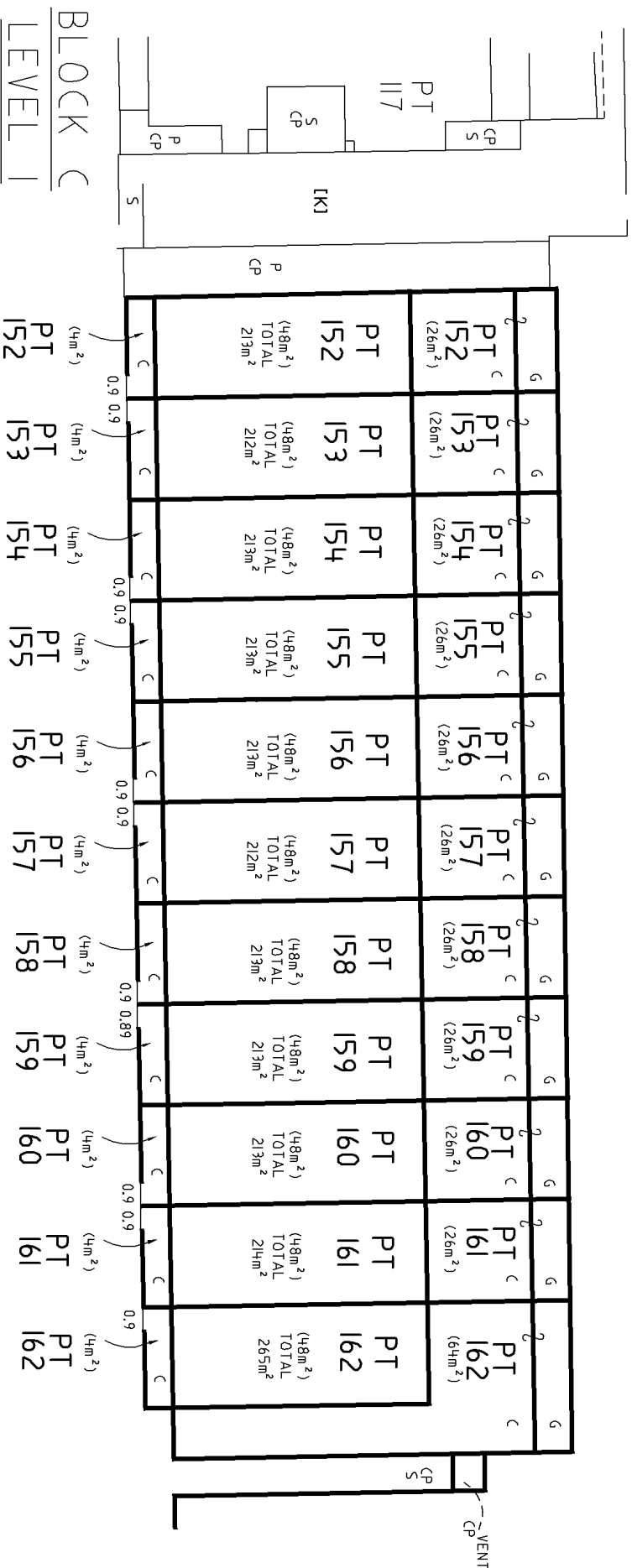
Surveyor : RICHARD L. McCLENAHAN
Surveyor's Ref : 02012-II(STAGE2)-E
Subdivision No : SC819
Lengths are in metres. Reduction Ratio 1 : 200

Registered



26.6.2009

SP 82176



M.G.A.

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

AREAS UNDER THE STAIRS IN COURTYARDS
(4m²) ARE COMMON PROPERTY AND NOT
PART OF THE LOT

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

BLOCK D LEVEL 1

C DENOTES A COURTYARD
CP DENOTES COMMON PROPERTY

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

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

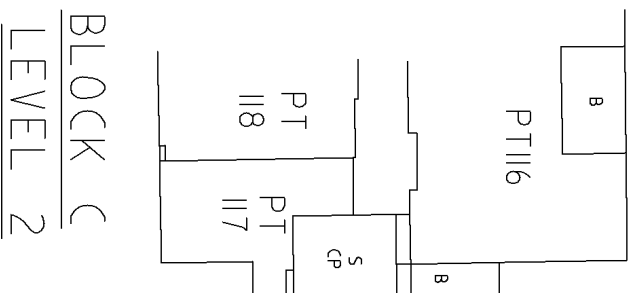
COURTYARDS FOR LOTS 152 TO 162
ARE LIMITED IN HEIGHT FROM 2.5 BELOW
TO 3 ABOVE THE UPPER SURFACE OF THE ADJACENT
FLOOR SLAB OF THEIR RESPECTIVE UNITS EXCEPT
WHERE COVERED OR PAVED IN CONCRETE
OR OTHERWISE LIMITED IN DEPTH TO THE UPPER
SURFACE OF THE BASEMENT CARPARK ROOF SLAB

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

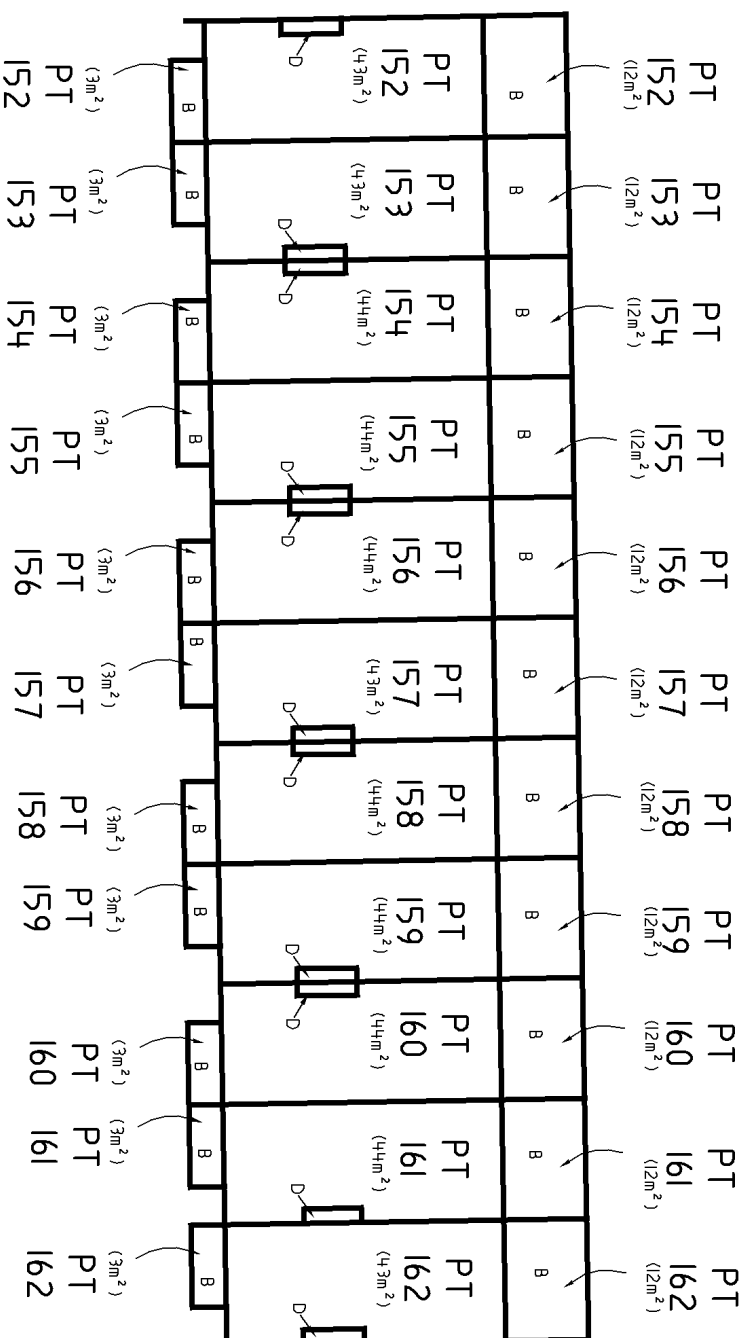


Registered
26.6.2009

SP 82176



BLOCK C
LEVEL 2



BLOCK D
LEVEL 2

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

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

D DENOTES A DUCT - COMMON PROPERTY
B DENOTES BALCONY

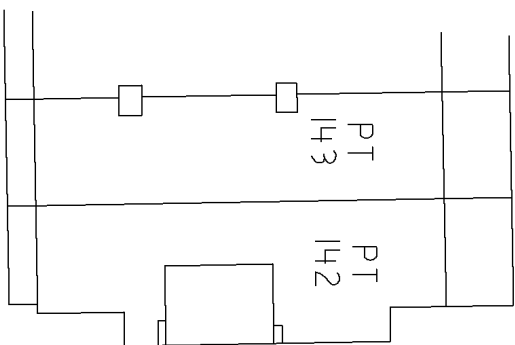
Surveyor : RICHARD L. McCLENAHAN
Surveyor's Ref : 02012-11(STAGE2)-E
Subdivision No : SC819
Lengths are in metres. Reduction Ratio 1 : 200



26.6.2009

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



PT 152 (14m ²) B	PT 153 (14m ²) B	PT 154 (14m ²) B	PT 155 (14m ²) B	PT 156 (14m ²) B	PT 157 (14m ²) B	PT 158 (14m ²) B	PT 159 (14m ²) B	PT 160 (14m ²) B	PT 161 (14m ²) B	PT 162 (14m ²) B
PT 152 (28m ²)	PT 153 (28m ²)	PT 154 (28m ²)	PT 155 (28m ²)	PT 156 (28m ²)	PT 157 (28m ²)	PT 158 (28m ²)	PT 159 (28m ²)	PT 160 (28m ²)	PT 161 (28m ²)	PT 162 (28m ²)

M.G.A.

BLOCK C

LEVEL 3

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

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

D DENOTES A DUCT - COMMON PROPERTY
B DENOTES BALCONY

BLOCK D

LEVEL 3

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

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

Registered



26.6.2009

SP 82176

STRA TA PLAN ADMINISTRATION SHEET (Part 1) - Failure in dealing or lodging will lead to rejection

e-plan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheets

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

The Owners – Strata Plan No 76137

~~"MOTTO APARTMENTS"~~

~~2-14 EVE STREET~~

~~ERSKINEVILLE NSW 2043~~

NSW

SP82176

Registered: 26.6.2009

Purpose: STRATA PLAN OF SUBDIVISION

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

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

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

~~*Schedule of By-laws in _____ sheets filed with plan~~

~~*No By-laws apply~~

* strike out whichever is inapplicable

Strata Certificate

* Name of ~~Council~~ Accredited Certifier GORDON WREN
being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or ~~* Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

~~* strata plan~~ strata plan of subdivision

illustrated in the annexure to this certificate.

~~* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

* The ~~strata plan~~ strata plan of subdivision is part of a development scheme. The * ~~council~~ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

~~* The Council does not object to the encroachment of the building beyond the alignment of~~

~~* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.~~

* This approval is given on the condition that the use of lot (s) 163 & 164
.....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 15 April 2009

Subdivision No SC 819

Accreditation No BPB 0447

Relevant Development Consent No DU/2002/1094

Issued by SYDNEY CITY COUNCIL

Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

LGA: ~~CITY OF SYDNEY~~

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Surveyor's Certificate

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

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

- (1) each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
has been met;
- (2) ~~*(a) the building encroaches on a public place;~~
~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
*has been created by registered +
*is to be created under section 88B of the Conveyancing Act 1919
- (3) *the survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 6 APRIL 2009

* Delete if inapplicable

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

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

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

* OFFICE USE ONLY

AMENDED BY RICHARD McCLENAHAN 12-6-09

STRATA PLAN FORM 3 (PART 2) WARNING: Creasing or folding will lead to e-plan

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheets

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

SP82176

Registered:  26.6.2009

Strata Certificate Details: Subdivision No: SC819

Date: 15 April 2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

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

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

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

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

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

* OFFICE USE ONLY

AMENDMENT BY RICHARD MCCLENNAN 12.6.09

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheets

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

SP82176

Registered:



26.6.2009

Strata Certificate Details: Subdivision No: SC819

Date: 15 April 2009

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

2005

in accordance with s.127 Corporations Act:

Trevor Chappell

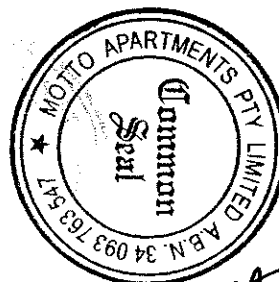
Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

TREVOR DAVID CHAPPELL

Name of authorised person
(Please print)



Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

EDGAR YAN KAI HUNG

Name of authorised person
(Please print)

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

~~2005~~

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

~~Signature of authorised person~~

~~Office held (Director or Secretary)~~

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

~~Signature of authorised person~~

~~Office held (Director or Secretary)~~

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

STRATA PLAN FORM 3A (Attachment Sheet)

WARNING: Creasing or folding will lead to e-plan

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheets

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

SP82176

Registered:



26.6.2009

Strata Certificate Details: Subdivision No: SC 819

Date: 15 April 2009.

Executed on behalf of BOS International
(Australia) Limited ABN 23 066 601 250 by its
attorney under power of attorney registered book
4467 no. 56 in the presence of:

Witness

SAMANTHA SHEPHERD

Attorney

Print Name

Print Name

Signed for and on behalf of
AUSTCORP CAPITAL LIMITED
(70 109 917 517)
IN ACCORDANCE WITH S.127
CORPORATIONS ACT:

Signature of AUTHORIZED PERSON
DIRECTOR

EDGAR YAN KAI HUNG

Signature of AUTHORIZED PERSON
DIRECTOR

TREVOR DAVID CHAPPELL

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

* OFFICE USE ONLY

AMENDMENT BY RICHARD MCLENNAN 12.6.09

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

e-plan

Lengths are in metres

Sheet 1 of 10 sheets

Plan: **SP82176**

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

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

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

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s) or Prescribed Authorities
1	Easement for Access 2.6, 3 & 4 wide [C]	Common Property	Sydney Water Corporation
2	Easement for Drainage (variable width) [J]	Common Property	The Council of the City of Sydney
3	Right of Accessway (variable width) [K]	Common Property	The Council of the City of Sydney
4	Positive Covenant	Common Property	The Council of the City of Sydney


 Council's Authorised Person

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

Lengths are in metres

e-plan
Sheet 2 of 10 sheets

Plan: **SP82176**

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

PART 2 (Terms)

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

1.1. SYDNEY WATER RIGHTS

Sydney Water shall have the following rights:

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

1.2. SYDNEY WATER LIABILITY

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


.....
Council's Authorised Person

24

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

Lengths are in metres

e-plan
Sheet 3 of 10 sheets

Plan: **SP82176**

PLAN OF SUBDIVISION OF
LOT 103 S.P.76137 AND EASEMENTS
WITHIN ~~LOT 103 S.P.76137 AND~~
COMMON PROPERTY IN S.P.76137
Covered by Strata Certificate
No ~~SC89~~ of 15 April 2009

PART 2 (continued)

1.3. OBLIGATIONS OF THE REGISTERED PROPRIETOR

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

For the purpose of this Easement:

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

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

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

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


.....
Council's Authorised Person

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

e-plan

Lengths are in metres

Sheet 4 of 10 sheets

Plan: **SP82176**

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

PART 2 (continued)

- b) to keep in force with an insurance company licensed to trade in Australia in the name of the grantor noting the name of the Council, a public liability insurance policy to cover the burdened area for an amount of not less than ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a certificate of currency of the policy within one (1) month of the renewal date of the policy.
- 2.3 The Authority having the right to release, vary or modify this Easement for Drainage is the Council of the City of Sydney.
- 3. **TERMS OF RIGHT OF ACCESSWAY (VARIABLE WIDTH) [K] NUMBERED 3 IN THE PLAN**
 - 3.1 The *grantor* grants the grantees and authorised users the right to pass and repass over the easement site, shown [K] on the plan, for the purpose of passing through the burdened area:
 - a) by foot, or
 - b) by foot with bicycles (wheeled) not ridden, or
 - c) using wheelchairs,but otherwise without vehicles and without animals (other than guide dogs).
 - 3.2 When they exercise their rights under this easement, the grantees and authorised users must cause as little inconvenience as is practicable to the grantor and any occupier of the lot burdened.
 - 3.3 The grantor covenants:
 - a) to indemnify the Council in respect of any claims for loss or damage made against the Council being claims for loss or damage arising as a consequence of any activity within the burdened area, being the part of the lot designated as a through-site-link and marked "[K]" on the Plan; and
 - b) to keep in force with an Insurance Company licensed to trade in Australia in the name of the grantor noting the name of the Council, a Public liability Insurance policy to cover the burdened area for an amount of not less than Ten million dollars (\$10,000,000.00) or such other amount that may be nominated from time to time by the Council and to forward to the Council annually a Certificate of Currency of the Policy within one (1) month of the renewal date of the policy.


.....
Council's Authorised Person

2.11

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

Lengths are in metres

Sheet 5 of 10 sheets

e-plan

Plan: **SP82176**

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

PART 2 (continued)

- c) to keep the burdened area marked "[K]" on the plan clean and free from litter, rubbish, silt and debris; and
 - d) to maintain and repair at the sole expense of the grantor the whole of the burdened area so that it functions in a safe and efficient manner.
- 3.4 The Authority having the right to release, vary or modify this Right of Accessway is the Council of the City of Sydney.

4. TERMS OF POSITIVE COVENANT NUMBERED 4 IN THE PLAN

4.1 The registered proprietor will:

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


.....
Council's Authorised Person

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

e-plan

Lengths are in metres

Sheet 6 of 10 sheets

Plan: **SP82176**

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

PART 2 (continued)

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

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

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

Stagen
.....
Council's Authorised Person

2.11

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

Lengths are in metres

e-plan
Sheet 7 of 10 sheets

Plan: **SP82176**

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

PART 2 (continued)

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

4.2 The registered proprietor will not:

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

For the purpose of this covenant:

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

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


.....
Council's Authorised Person *21*

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

Lengths are in metres

Sheet 8 of 10 e-plan sheets

Plan: **SP82176**

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

PART 2 (continued)

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

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

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


.....
Council’s Authorised Person

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

Lengths are in metres

e-plan
Sheet 9 of 10 sheets

Plan: **SP82176**

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



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

2005
in accordance with s.127 Corporations Act:



Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

TREVOR DAVID CHAPPELL

Name of authorised person
(Please print)



Signature of authorised person

DIRECTOR

Office held (Director or Secretary)

EDGAR YAN KAI HUNG

Name of authorised person
(Please print)

SIGNED for and on behalf of
BOS INTERNATIONAL (AUSTRALIA)
LIMITED ABN 23 066 601 250 on
2005
in accordance with s.127 Corporations Act:

Signature of authorised person

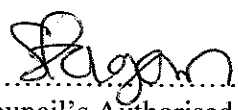
Office held (Director or Secretary)

Name of authorised person
(Please print)

Signature of authorised person

Office held (Director or Secretary)

Name of authorised person
(Please print)



Council's Authorised Person

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

e-plan

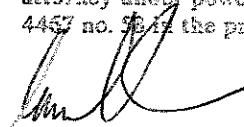
Lengths are in metres


Sheet 10 of 10 sheets

Plan: **SP82176**

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

Executed on behalf of BOS International
(Australia) Limited ABN 23 066 601 250 by its
attorney under power of attorney registered book
4457 no. 58 in the presence of:


.....
Witness

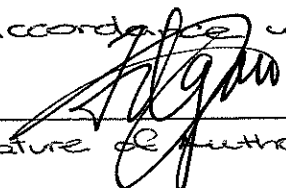

.....
Attorney

SAMANTHA SHEPHERD

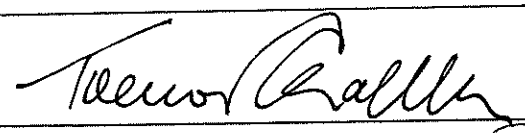
.....
Print Name


.....
Print Name

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


.....
Signature of Authorised Person
DIRECTOR

EDGAR YAN KAI HUNG

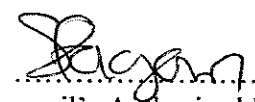

.....
Signature of Authorised Person
DIRECTOR

TREVOR DAVID CHAPPELL

REGISTERED



26.6.2009


.....
Council's Authorised Person



Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AM859019J

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

(A) **TORRENS TITLE**

For the common property
Folio Identifier CP/SP76137

(B) **LODGED BY**

Document
Collection
Box

1W

Name, Address or DX, Telephone, and Customer Account Number if any
Strata Specialist Lawyers Tel: (02) 9089 8706
GPO Box 1378
SYDNEY NSW 2001

Reference: CC:SP76137

CODE

CH

- (C) The Owners-Strata Plan No. 76137 certify that a special resolution was passed on 25/9/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special by-law 1
Amended by-law No.
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 76137 was affixed on 23/10/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

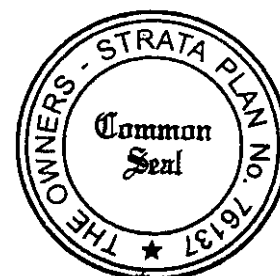
Authority:

David Ferguson
David Ferguson
Strata Managing Agent

Signature:

Name:

Authority:



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

ADD SPECIAL BY-LAW 1

Definitions

1. In this by-law:

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

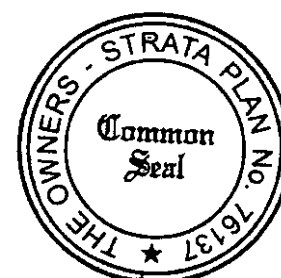
Grant of special privilege

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

Names: David Ferguson

Signatures: [Signature]

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



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

Past Works

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

Repair and maintenance

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

Conduct of work

5. Prior to commencing any work:

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

Names:

Signatures.....

.....

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

- (a) the Owner must inform the strata committee of the nature of the work being conducted;
 - (b) the Owner must provide the Owners Corporation with:
 - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
 - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;
 - (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.
6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:
- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
 - (b) use appropriate materials in accordance with the manufacturer's specifications;
 - (c) comply with all conditions and requirements of any Authority;
 - (d) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
 - (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
 - (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
 - (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
 - (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work ;

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

Names:

Signatures.....

.....

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

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

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

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

Failure to comply or breaches

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

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

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

Indemnity

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

Damage

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

Names:

Signatures.....

.....

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

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

Costs

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

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

Names:

Signatures.....

.....

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

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

CONSOLIDATED BY-LAWS

1 Meanings

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

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

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

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

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

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

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

Claim includes cost, claim, damage or expense.

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

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

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

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

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

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

Names:

Signatures.....

.....

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

Equipment includes plant, machinery, equipment and security devices.

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

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

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

Garbage means any refuse, recyclable material or waste.

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

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

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

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

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

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

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

Occupier means the occupier, lessee or licensee of a Lot

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

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Names:

Signatures.....

.....

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

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

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

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

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

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

Retail Lot means lot 1 in the Strata Plan.

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

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

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

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

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

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

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

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

Strata Plan means strata plan 76137.

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

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

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

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

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

2 About These By-Laws

2.1 Consent of Owners Corporation

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

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

2.2 Consent of Owners Corporation may be revoked or withheld

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

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

2.3 Owners Corporation must not withhold consent

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

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

2.4 Consent by Executive Committee

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

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

2.5 Consent conditions

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

2.6 Reporting act or activity to Owners Corporation

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

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

2.7 Exclusive Use By-laws

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

3 Behaviour and Responsibility

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

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

3.3 You must not:

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

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

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

3.5 You must ensure Your invitees:

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

4 Your Lot

4.1 You must:

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

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

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

4.2 You must not:

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

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

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

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

5 Use of Your Lot

5.1 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any unlawful purpose.

5.2 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any purpose that may affect or lessen the reputation of the Building.

5.3 You must notify the Owners Corporation if:

- (a) You are carrying out or intend to carry out; or

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

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

6 Alterations or Work to Your Lot

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

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

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

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

6.3 When carrying out Approved Building Works You must:

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

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

6.4 On completion of Approved Building Works You must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.

7 Common Property

7.1 You must:

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- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.

7.2 You must not:

- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for Your own exclusive purpose;
- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or
- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding s62 of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within Your Lot) without the prior written consent of the Owners Corporation; or

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- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

8 Window Cleaning

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
 - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
 - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

9 Security and Security Keys

- 9.1 If it considers it necessary, the Owners Corporation may:
- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (c) restrict by means of Security Key Your access to one level of the Building to any other level.
- 9.2 You must not do or permit anything which may prejudice the security or safety of the Building.
- 9.3 You must close all security doors and gates when You pass through them.

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- 9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.
- 9.6 You must exercise great care in making a Security Key available for users of Your Lot.
- 9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.
- 9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

10 Compensation to Owners Corporation

- 10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.
- 10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

11 Garbage Applicable to All Lots Except Retail Lot

- 11.1 This by-law applies to all Lots except the Retail Lot.
- 11.2 You may only dispose of Garbage in the manner provided by this by- law.
- 11.3 If You are an Owner or Occupier in building A (which has garbage chutes):

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- (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (ii) placed in the garbage chute.
- (b) Garbage may not be placed or left in the garbage closets on each level of Building A.
- (c) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is non-recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bins in the garbage room in building A.

11.4 If You are an Owner or Occupier in any of buildings B, C or D (which do not have garbage chutes):

- (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any containers must be completely drained wrapped); and
 - (ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.
- (b) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is not recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and

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- (iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.

11.5 You must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

11.6 You must not leave Garbage (whether it is in containers or not) on any part of the Common Property except in the garbage room designated for use by Your Lot.

13 Animals

13.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.

13.2 The following animals must not be kept on the lot or common property:

- (a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.
- (b) Domestic fowl, game birds, cockatoos or large parrots.

13.3 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:

- (a) Keep the animal leashed or under control at all times when on internal common property and supervised at all times when on external common property.
- (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and
- (c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and
- (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and

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- (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
- (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
- (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

14 Rules

- 14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 You are bound by the Rules:
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

15 Insurance Premiums

- 15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.
- 15.3 You must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on Your Lot which may increase the premiums for the insurances held by the Owners Corporation.
- 15.4 You are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on Your Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

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16 Signs

- 16.1 Unless You have the prior written consent of the Owners Corporation You must not affix or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not visible from outside your Lot.
- 16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail Proprietor which complies with by- law BY-LAW 21.

17 Pool

- 17.1 The following rules apply to the use of the Pool Area:
- (a) You enter and use the Pool Area at your own risk;
 - (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;
 - (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
 - (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
 - (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
 - (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.

18 Moving and Delivering

- 18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- 18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- 18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.
- 18.4 If the Owners Corporation has appointed a Building Manager, You must comply with his requirements.

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19 Complaints and Applications

- 19.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.
- 19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

20 Lease or Licence of Lots

- 20.1 This by-law applies to Lots that are leased or licensed.
- 20.2 If You have leased or licensed Your Lot:
- (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
 - (b) You must ensure the Occupiers comply with the by-laws;
 - (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager about Your Occupiers; and
 - (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.
- 20.3 If You are an Occupier of a Lot:
- (a) You must comply with the by-laws; and
 - (b) You must promptly comply with any notice You receive from the Owners Corporation, the Executive Committee, the Managing Agent or the Building Manager.

21 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Signs

- 21.1 This is an Exclusive Use By-law.

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

Names:

Signatures.....

.....

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

- 21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.
- 21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.
- 21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.
- 21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.
- 21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

22 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Grease Arrestor

- 22.1 This is an Exclusive Use By-law.
- 22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.
- 22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.
- 22.4 The Retail Lot Proprietor must:
- (a) keep the Grease Arrestor Room clean at all times;
 - (b) have the Grease Arrestor cleaned on a regular basis at its own cost;

This is page 24 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

- (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
- (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

23 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot Over the Riser

23.1 This is an Exclusive Use By-law.

23.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has:

- (a) the exclusive use of the Riser Main; and
- (b) the special privilege to attach the Retail Lot to the Riser Main; and
- (c) the special privilege to use the Riser Main for any purpose associated with the use of the Retail Lot.

23.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Riser Main.

23.4 The Retail Lot Proprietor must:

- (a) comply with the requirements, and notices, of all relevant Authorities in connection with the Riser Main;
- (b) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law;
- (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of failing to carry out any obligation imposed by this by-law;
- (d) keep and maintain the Riser Main clean and in good condition; and
- (e) replace or renew the Riser Main when it is in need of replacement or renewal.

This is page 25 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

24 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot to Carry Out Building Works

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

24.3 The Retail Lot Owner must not commence to carry out any Fit Out Works:

- (a) it has procured all relevant consents from the relevant Authorities; and
- (b) if applicable, it has in place all relevant insurances and has given a copy of the policy and the certificate of currency to the Owners Corporation.

24.4 When carrying out Approved Building Works the Retail Lot Owner must:

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

This is page 26 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

- (h) ensure the works are installed wholly within the boundaries of the Retail Lot.

24.5 On completion of the Fit Out Works the Retail Lot Owner must:

- (e) ensure all rubbish and debris caused by the works is removed from the Building;
- (f) ensure the Common Property is left clean and tidy; and
- (a) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

24.6 The Owners Corporation must endorse its consent on all applications, documents and plans required by the Retail Lot Proprietor in order for it to procure consent to Fit Out Works the subject of this by-law.

24.7 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair any Common Property which is altered, added to, removed, repaired or replace in accordance with this by-law.

25 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Services

25.1 This is an Exclusive Use By-law.

25.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has:

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;
- (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
- (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.

25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services

This is page 27 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.

25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:

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

26 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Air Conditioning Equipment

26.1 This is an Exclusive Use By- law.

26.2 Despite any other by-law to the contrary, the Retail Lot Proprietor special privilege to connect that part of the Air Conditioning System in or servicing its Lot to that part of the Air Conditioning System comprised within the Common Property.

26.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Common Property on which it is attached or located.

27 Air Conditioning Equipment

This is page 28 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

- 27.1 This by-law does not apply to the Retail Lot.
- 27.2 The consent of the Owners Corporation (which must not be unreasonably held) must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.
- 27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.
- 27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:
- (a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and
 - (b) You have procured all relevant consents from the relevant Authorities.
- 27.5 When carrying out works to install your Air Conditioning Equipment you must:
- (a) comply with the reasonable requirements of the Owners Corporation;
 - (b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (c) ensure the works are carried out in a proper and workmanlike manner;
 - (d) use only qualified and where appropriate qualified tradesman;
 - (e) ensure the works are carried out without undue delay;
 - (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (g) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and

This is page 29 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.

27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.

27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:

- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
- (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

28 Display Apartment

28.1 The Original Proprietor may use any Apartment in the Building as a Display Apartment.

28.2 The Original Proprietor has the right to use any number of Apartments as a Display Apartment.

29 Garbage Arrangements for Retail Lot

29.1 Definitions

In this by-law: these terms (in any form) means:

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities.

Block A means the building marked "Block A" on the Strata Plan.

Building means the building the subject of the Strata Scheme.

This is page 30 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

Common Property means the common property of the Strata Plan.

Garbage means any refuse, recyclable or waste.

Owners Corporation means the owners corporation of the Strata Scheme.

Retail Lot means lot 1 in the Strata Plan.

Retail Lot Occupier means any tenant, licensee or occupier of the Retail Lot.

Retail Lot Owner means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

Strata Plan means strata plan registered number 76137.

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

29.2 Garbage arrangements for Retail Lot

- (a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.
- (b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:
 - (i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").
 - (ii) Garbage that is non-recyclable must be:
 - (A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost
 - (iii) Garbage that is recyclable material must be:
 - (A) separated from Garbage that is non-recyclable;
 - (B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);

This is page 31 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

(C) in the case of bottles, completely drained; and

(D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.

(c) The Retail Lot Owner and any Retail Lot Occupier must:

- (i) place Garbage in the garbage room in Block A in the Designated Area only;
- (ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;
- (iii) not place or leave Garbage of any kind or garbage bins on the Common Property;
- (iv) promptly remove any Garbage that may have spilled; and
- (v) promptly clean the area on which any Garbage has been spilled.

30 Right for Lot 1 to Make Alterations to Common Property

30.1 Type of by-law

- (a) This is a by-law made in accordance with s65A of the Management Act.
- (b) This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Retail Lot Owner.
- (c) The Retail Lot Owner may allow the Retail Lot Occupier and an Authorised Person to exercise the rights of the Retail Lot Owner under this by-law. The Retail Lot Owner remains responsible to the Owners Corporation in connection with compliance with this by-law.

30.2 Definitions

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

Authorised Person means any employee, contractor, servant or agent of the Retail Lot Owner.

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities.

This is page 32 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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Basement Building Works means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a chain wire fence;
- (b) the installation of a 1800 x 1800 modular coolroom;
- (c) the installation of a PVC conduit along par park soffit; and
- (d) the installation of all relevant services.

Building means the building the subject of the Strata Scheme.

Building Works means the Ground Floor Building Works and the Basement Building Works.

Common Property means the common property of the Strata Plan.

Ground Floor Building Works means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a plaster board ceiling;
- (b) the installation of a floating timber floor (with associated insulation);
- (c) the installation of plasterboard (or plaster applied) painted walls;
- (d) the installation of a feature wall;
- (e) the affixing of tiles to walls; and
- (f) the installation of the following services:
 - (i) air conditioning and exhaust ductwork;
 - (ii) electrical power, communications and lighting;
 - (iii) fire protection; and
 - (iv) water, drainage and gas.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Retail Lot means lot 1 in the Strata Plan.

This is page 33 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

Retail Lot Occupier means any tenant, licensee or occupier of the Retail Lot.

Retail Lot Owner means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation of the Strata Scheme.

Plan means the plan annexed to this by-law and marked with the letter "A".

Strata Plan means strata plan registered number 76137.

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

30.3 Rights

The Retail Lot Owner is authorised, subject to the conditions in this by-law:

- (a) to carry out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Retail Lot and the Common Property to the extent necessary to carry out the Building Works.

30.4 Access to Common Property

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

30.5 Maintenance obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are attached to or installed in Common Property, the Retail Lot Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

30.6 Obligations when carrying out Building Works

- (a) When carrying out the Building Works, the Retail Lot Owner must:
 - (i) obtain necessary consents from government agencies;

This is page 34 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

- (ii) ensure the works are carried out in a proper and workmanlike manner;
 - (iii) use only qualified and where appropriate, licensed tradesmen;
 - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
 - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;
 - (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
 - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
 - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
 - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.
- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
- (i) all rubbish and debris caused by the Building Works is removed from the Building; and
 - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.

This is page 35 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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

- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

30.7 Indemnity

The Retail Lot Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.

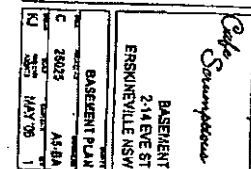
This is page 36 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

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Signatures.....

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By-laws - Motto

EVE STREET

MACDONALD STREET

SCALE BAR

0 10 METRES

00 Philippa Russell Lawyer

Philippa Russell

GROUND FLOOR
2-14 EVE ST
ERSKINEVILLE NSW

CONSTRUCTION PLAN
DATE: 2005
DRAWN: A1-68
CHECKED: MAY 05

LEGEND

1. EXISTING BUILDING FOOTPRINT
2. EXISTING DRIVEWAY
3. EXISTING CARPORT
4. EXISTING PATIO
5. EXISTING BALCONY
6. EXISTING TERRACE
7. EXISTING LAWN
8. EXISTING GARDEN
9. EXISTING FENCE
10. EXISTING WALL
11. EXISTING ROOF
12. EXISTING STAIRS
13. EXISTING ELEVATOR
14. EXISTING LIFT
15. EXISTING RAMP
16. EXISTING PORCH
17. EXISTING VERANDA
18. EXISTING PERGOLA
19. EXISTING CARPENTRY
20. EXISTING PAINTWORK
21. EXISTING PLASTERWORK
22. EXISTING TILING
23. EXISTING CARPET
24. EXISTING FLOORING
25. EXISTING CEILING
26. EXISTING LIGHTING
27. EXISTING HEATING
28. EXISTING COOLING
29. EXISTING VENTILATION
30. EXISTING INSULATION
31. EXISTING SOUNDING
32. EXISTING SECURITY
33. EXISTING ACCESSIBILITY
34. EXISTING SUSTAINABILITY
35. EXISTING WELLBEING

NOTES

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES MANAGEMENT ACT 2015 AND THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

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7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

11. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

12. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

13. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

14. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

15. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

16. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

17. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

18. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

19. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

20. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

21. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

22. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

23. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

24. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

25. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

26. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

27. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

28. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

29. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

30. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

31. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

32. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

33. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

34. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

35. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STRATA SCHEMES (CONSTRUCTION) REGULATIONS 2015.

Names..... This by-law was prepared by CELEAY notary for signature.....

Signatures.....

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

10 Hanging out of washing

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

32 Service of Documents on Owner of Lot by Owners Corporation

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

ADD SPECIAL BY-LAW 1

Definitions

1. In this by-law:

- (a) “**Act**” means the *Strata Schemes Management Act 2015*;
- (b) “**Authority**” means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
- (c) “**Building**” means the building located at 8 Eve Street, Erskineville;
- (d) “**Common Property**” means the common property comprised in Strata Plan 76137;
- (e) “**Insurance**” means Contractors’ All Risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000), insurance required under s92 of the Home Building Act 1989, and workers compensation insurance;
- (f) “**Lot**” means lot 50 in strata plan 76137;
- (g) “**Past Works**” means:

This is page 40 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

Names:

Signatures.....

.....

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

- (i) the installation of tiles and acoustic underlay on the floor of the Lot with the exception of the balcony and bathrooms;
- (ii) the installation of a Dakin inverter reverse cycle air conditioning system and ancillary pipes, wires, cables and ducting, with the air-conditioning unit located on the lounge room wall of the Lot adjacent to the kitchen and the condenser unit located on the roof above the Lot with a pipe connecting the condenser unit through the ceiling of the Lot;
- (h) “Owner” means the owner for the time being of the Lot including successors in title;
- (i) “Owners Corporation” means The Owners – Strata Plan No 76137;
- (j) “work” means the work referred to in clause 4 of this by-law;
- (k) Unless the context or subject matter otherwise indicates or requires:
 - (i) reference to the singular includes the plural and the plural includes the singular;
 - (ii) “Including” and similar expressions are not words of limitation;
 - (iii) headings are for convenience only and do not affect the interpretation of this by-law;
 - (iv) any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law;

Grant of special privilege

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

Past Works

3. The Owner must, in relation to the Past Works:
 - (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
 - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:
 - (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);

This is page 41 of a total of 44 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

Names:

Signatures.....

.....

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

- (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
- (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
 - (A) the Building Code of Australia;
 - (B) pertinent Australian Standards;
 - (C) manufacturer's specifications and recommendations.

Repair and maintenance

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

Conduct of work

5. Prior to commencing any work:
- (a) the Owner must inform the strata committee of the nature of the work being conducted;
 - (b) the Owner must provide the Owners Corporation with:
 - (i) a copy of any requisite approval of any Authority or of an accredited certifier, including all drawings, specification, conditions and notes;
 - (ii) evidence that they, and/or their contractors, servants, or agents (as applicable) effect and maintain Insurance for the duration of the work;
 - (iii) details of all employees, contractors and agents that the owner proposes to use to perform the works, including name, contact details, and licence number, together with a copy of their licence.
6. In undertaking work, the Owner must by themselves, their agents, servants and contractors:
- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
 - (b) use appropriate materials in accordance with the manufacturer's specifications;

This is page 42 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

Names:

Signatures.....

.....

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

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

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

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

Failure to comply or breaches

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

- (a) carry out anything reasonably necessary to perform that obligation;

This is page 43 of a total of 44 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 76137 was affixed on the 23rd day of October 2017 in the presence of:

Names:.....

Signatures.....

.....

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

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

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

Indemnity

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

Damage

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

Costs

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

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

Names: *Davis Ferguson*

Signatures: *Davis Ferguson*

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



FILM WITH
AM859019

Approved Form 10

Certificate re Initial Period

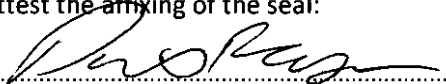
The owners corporation certifies that in respect of the strata scheme:

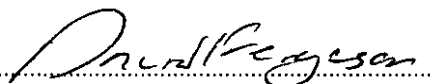
*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being
lodged with this certificate.~~

THE COMMON SEAL by THE OWNERS -)
STRATA PLAN NO. 76137 was hereunto affixed))
on the 23rd day of October 2017))
in the presence of))
being the person(s) authorised by Section 273))
of the *Strata Schemes Management Act 2015*))
to attest the affixing of the seal:))




.....


.....

Print name

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP876492J

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

(A) **TORRENS TITLE**

For the common property
Folio Identifier CP/SP76137

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Strata Specialist Lawyers Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001 Reference: CC:20191404:SP76137	CODE CH
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- (C) The Owners-Strata Plan No. 76137 certify that a special resolution was passed on 14/11/2019
- (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. 28
Added by-law No. 7A, 12
Amended by-law No. , 201, 2, 3, 5, 7, 11, 13, 14, 17, 18, 19
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 76137 was affixed on 13/12/2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Sean Bermingham
Strata Manager

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1702

26	EXCLUSIVE USE RIGHTS AND SPECIAL PRIVILEGE IN FAVOUR OF THE RETAIL LOT IN CONNECTION WITH AIR CONDITIONING EQUIPMENT.....	27
27	AIR CONDITIONING EQUIPMENT	28
29	GARBAGE ARRANGEMENTS FOR RETAIL LOT	29
30	RIGHT FOR LOT 1 TO MAKE ALTERATIONS TO COMMON PROPERTY	31
10	HANGING OUT OF WASHING	39
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	SPECIAL BY-LAW 2 – DELEGATION OF MINOR RENOVATIONS.....	45
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This is page 3 of a total of 47 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....
Signatures.....

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

1 Meanings

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

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

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

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

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

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

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

Claim includes cost, claim, damage or expense.

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

Development Act means the *Strata Schemes (Development) Act 2015*.

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

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

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 3 Part 7 of the Management Act.

Fit Out Works means works of any kind to the Retail Lot and the surrounding or adjacent Common Property including without limitation altering, adding to, removing, repairing or replacing any part of the Common Property near, within, adjacent or

This is page 4 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....

Signatures.....

.....

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

contiguous with the Retail Lot (such as Common Property internal walls, Common Property windows and doors, Common Property floor and ceilings) and includes the terrace comprising part of the Retail Lot.

Garbage means any refuse, recyclable material or waste.

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

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

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

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

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

Management Act means the *Strata Schemes Management Act 2015*.

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Occupier means the occupier, lessee or licensee of a Lot

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

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

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

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

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

This is page 5 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:

Signatures.....

.....

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

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

Retail Lot means lot 1 in the Strata Plan.

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

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

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

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

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

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

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

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

Strata Plan means strata plan 76137.

Strata Committee means the strata committee appointed by the Owners Corporation.

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

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

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

This is page 6 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:

Signatures.....

.....

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

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

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

2 About These By-Laws

2.1 Consent of Owners Corporation

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

- (a) the Owners Corporation in general meeting; or
- (b) the Strata Committee at a duly convened meeting of the Strata Committee unless it is a Restricted Matter.
- (c) the Strata Committee by electronic means without the need for duly convened meeting, for which the Strata Committee may establish procedures, unless it is a Restricted Matter.

2.2 Consent of Owners Corporation may be revoked or withheld

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

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

2.3 Owners Corporation must not withhold consent

Where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

This is page 7 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:

Signatures.....

.....

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

2.4 Consent by Strata Committee

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

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

2.5 Consent conditions

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

2.6 Reporting act or activity to Owners Corporation

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

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

2.7 Exclusive Use By-laws

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

3 Behaviour and Responsibility

- 3.1 You must be adequately clothed when on Common Property.
- 3.2 You must do all that You can not to break any Law when in the Building.
- 3.3 You must not:

This is page 8 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....

Signatures.....

.....

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

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to any person lawfully using Common Property;
 - (c) obstruct the lawful use of Common Property by any person except on a temporary and non-recurring basis;
 - (d) smoke while you are on Common Property; or
 - (e) do anything which is illegal while on Common Property.
- 3.4 You must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the Lot does not penetrate to the Common Property or any other lot.
- 3.5 You must ensure Your children and the children of Your visitors:
- (a) do not enter or remain in the pool area unless under adult supervision; and
 - (b) unless accompanied by a responsible adult exercising effective control, do not enter areas of Common Property that are likely to be dangerous to children.
- 3.6 You must ensure Your invitees:
- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (b) do not do anything that You cannot do under the by-laws; and
 - (c) are removed from the Building upon refusing to comply with the by-laws.

4 Your Lot

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

This is page 9 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....

Signatures.....

.....

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

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

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

4.2 You must not:

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

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

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

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

5 Use of Your Lot

5.1 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any unlawful purpose.

5.2 You may not use or occupy Your Lot or allow Your Lot to be used or occupied for any purpose that may affect or lessen the reputation of the Building.

5.3 You must notify the Owners Corporation if:

- (a) You are carrying out or intend to carry out; or

This is page 10 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:

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

- (b) You permit or intend to permit any person to carry out, commercial operations from Your Lot. This by-law 5.3 does not apply to the Retail Lot.
- 5.4 On request by the Owners Corporation, You must give the Owners Corporation a copy of the consents You hold in connection with any commercial activities.
- 5.5 You must notify the Owners Corporation if the occupier changes the existing use of the Lot.
- 5.6 Without limiting by-law 5.5, the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a Lot for short-term or holiday letting.
- 5.7 The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
- 5.8 You may not lease or licence Your Lot for a period less than 90 days.

6 Alterations or Work to Your Lot

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

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- (c) enclose Your car space.

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

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

6.3 When carrying out Approved Building Works You must:

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

6.4 On completion of Approved Building Works You must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;

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- (b) ensure the Common Property is left clean and tidy; and
 - (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.
- 6.5 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.
- 6.6 This by-law does not apply to any works by the Retail Proprietor carried out in accordance with its rights under by-laws 21 to 26 inclusive.

7 Common Property

7.1 You must:

- (a) inform the Owners Corporation of any noticeable defect You notice in the Common Property or personal property vested in the Owners Corporation; and
- (b) have consent from the Owners Corporation under the by-laws if alterations carried out by You on Your Lot affect Common Property.

7.2 You must not:

- (a) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (b) do anything to damage or deface Common Property;
- (c) interfere with any personal property vested in the Owners Corporation;
- (d) interfere with the operation of any Equipment installed in the Common Property;
- (e) damage any lawn, plant, tree or garden situated on or within Common Property;
- (f) purposely damage or use part of a lawn or garden, a plant or tree for Your own exclusive purpose;
- (g) place or hang laundry on any part of the Common Property;
- (h) park or stand any vehicle on any part of the Common Property; or

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- (i) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

7.3 Notwithstanding section 106 of the Management Act, You must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services Your Lot to which the consent of the Owners Corporation has been given under the by- laws.

7.4 You must not:

- (a) without the prior written consent of the Owners Corporation, interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within Your Lot) without the prior written consent of the Owners Corporation; or
- (c) without the prior written consent of the Owners Corporation, interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

7A Parking

7A.1 You may not park or stand any vehicle:

- (a) on any part of the Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation; or
- (b) in a private bay without the approval of the Owner of the associated Lot.

7A.2 The Owners Corporation may enter into an agreement with the City of Sydney Council to facilitate enforcement of this by-law.

8 Window Cleaning

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

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- (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (b) The Owners Corporation may decide:
 - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
 - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

9 Security and Security Keys

- 9.1 If it considers it necessary, the Owners Corporation may:
- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (c) restrict by means of Security Key Your access to one level of the Building to any other level.
- 9.2 You must not do or permit anything which may prejudice the security or safety of the Building.
- 9.3 You must close all security doors and gates when You pass through them.
- 9.4 If the Owners Corporation restricts Your access under by-law 9.1, the Owners Corporation may make available to You free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- 9.5 The Owners Corporation may charge You a fee or a bond for any additional or extra Security Key You may require. You must take all reasonable steps to ensure return of any additional Security Key which you no longer require to the Owner or the Owners Corporation.
- 9.6 You must exercise great care in making a Security Key available for users of Your Lot.

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- 9.7 You must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 9.8 You must promptly notify the Owners Corporation if a Security Key is lost or destroyed.
- 9.9 The Owners Corporation has the power to re-code Security Keys and to require You to return your Security Keys to have them re-coded.
- 9.10 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, You must deal with that party and pay the fee or bond that party may require for Security Keys.

10 Compensation to Owners Corporation

- 10.1 You will be liable to compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by You or any of Your invitees.
- 10.2 You will be liable to re-imburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the by-laws by You or any one under your control.

11 Garbage Applicable to All Lots Except Retail Lot

- 11.1 This by-law applies to all Lots except the Retail Lot.
- 11.2 You may only dispose of Garbage in the manner provided by this by- law.
- 11.3 If You are an Owner or Occupier in building A (which has garbage chutes):
 - (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (ii) placed in the garbage chute.
 - (b) Garbage may not be placed or left in the garbage closets on each level of Building A.
 - (c) Garbage that is recyclable material must be:

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- (i) separated from Garbage that is non-recyclable;
- (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
- (iii) in the case of bottles, completely drained; and
- (iv) placed in the relevant recyclable bins in the garbage room in building A.

11.4 If You are an Owner or Occupier in any of buildings B, C or D (which do not have garbage chutes):

- (a) Garbage that is non-recyclable must be:
 - (i) securely wrapped in small parcels (any containers must be completely drained wrapped); and
 - (ii) placed in the garbage room designated for use by Owners and Occupiers in Your building.
- (b) Garbage that is recyclable material must be:
 - (i) separated from Garbage that is not recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (iii) in the case of bottles, completely drained; and
 - (iv) placed in the relevant recyclable bin in the garbage room designated for use by Owners and Occupiers in Your building.
- (c) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property, and
- (d) comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.

11.5 You must:

- (a) promptly remove any Garbage that may have been spilled; and

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(b) promptly clean the area on which the Garbage has been spilled.

11.6 You must not leave Garbage (whether it is in containers or not) on any part of the Common Property except in the garbage room designated for use by Your Lot.

11.7 An owner or occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

12 Electric Vehicle Charging

12.1 Subject to the conditions in this by-law, an Owner who has the use of a car bay in the carpark has a special privilege in respect of the common property to install in that car bay an electrical supply and an electrical outlet of up to 16 amps for the purpose of charging an electric vehicle (the equipment).

12.2 The Owner must make an application to the Strata Committee in relation to the installation, which must comply with by-law 6. The Strata Committee may approve the application provided that:

(a) The Strata Committee is satisfied that its existing systems will support the proposed equipment.

(b) The Owner making the application enters into an alteration and indemnity agreement on terms determined by the Strata Committee, including terms that:

(i) the Owner will pay all costs related to installation, repair, maintenance and upgrades of the equipment; and

(ii) the Owner will indemnify the Owners' Corporation and hold it harmless against any loss or expense it may sustain in connection with the installation and use of the equipment.

(c) The Strata Committee may charge the owner for electricity costs. To this end, the Strata Committee will determine how to assess charges to Owners with such equipment, whether by metering, mileage, a flat fee or another method.

12.3 If, in the opinion of the Strata Committee, the equipment may be removed with minimal harm to Common Property:

(a) The owner will retain ownership of the equipment.

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- (b) The owner may remove the equipment on the sale of the unit associated with the car bay (the associated unit), provided that the owner promptly repair any damage its removal causes.
- (c) If the owner does not remove the equipment on the sale of the associated unit, the equipment becomes the Common Property of the subsequent owner of the associated unit.

13 Animals

- 13.1 An owner or occupier of a Lot must not, without the prior written consent of the Owners' Corporation, keep any animal on the Lot or the Common Property. That approval is to be issued for the specific animal the subject of the application.
- 13.2 The Owners' Corporation must not unreasonably withhold consent and must give an owner or occupier written reasons for any refusal to grant approval.
- 13.3 An owner or occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 of the Commonwealth*.
- 13.4 The following animals must not be kept on the lot or common property:
 - (a) Dogs of a declared dangerous breed Any dog declared under the Companion Animals Act 1998 to be a dangerous dog or any dog that is a restricted dog within the meaning of that Act, or the regulations thereunder.
 - (b) Domestic fowl, game birds, cockatoos or large parrots.
- 13.5 An owner or occupier of a Lot who has been permitted by the Owners' Corporation to keep an animal on the Lot or Common Property must:
 - (a) Keep the animal leashed, in an animal carrier or otherwise under control at all times when on internal common property and supervised at all times when on external common property.
 - (b) Ensure that all faeces or other animal waste, whether on the Lot or the Common Property is immediately removed and disposed of and that in doing so no faeces or other animal waste is placed in the common property garbage receptacles unless contained within a securely sealed plastic or other impermeable wrapping and in such a manner that no offensive odours escape; and

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- (c) Ensure that the animal does not disturb other owners or occupiers of a Lot; and
- (d) Ensure that the animal does not wander on to another Lot or on the Common Property; and
- (e) Ensure that dogs and cats are appropriately identified by, for example, microchip, tattoo or other appropriate means and registered with City of Sydney Council; and
- (f) Ensure that an appropriate flea and vaccination schedule is maintained in respect of the animal; and acknowledge that the Owners Corporation may withdraw its consent to keep an animal in the event of a breach of By-Law 15.
- (g) Ensure that the animal does not enter the swimming pool enclosure or swimming pool.

14 Rules

- 14.1 The Owners Corporation may make Rules relating to matters associated with the use, management, security and control of the Building and any Common Property.
- 14.2 The Owners Corporation may amend or replace any Rule.
- 14.3 You are bound by the Rules:
- 14.4 The Owners Corporation must display any new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.

15 Insurance Premiums

- 15.1 Unless you have the prior written consent of the Owners Corporation, You may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 15.2 Consent under by-law 15.1 allows the Owners Corporation to require You to reimburse the Owners Corporation for higher premiums which result from Your activities or use of Your Lot and/or the Common Property.
- 15.3 You must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on Your Lot which may increase the premiums for the insurances held by the Owners Corporation.

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- 15.4 You are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on Your Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

16 Signs

- 16.1 Unless You have the prior written consent of the Owners Corporation You must not affix or exhibit any Sign to or on any part of the Building unless it is inside your Lot and is not visible from outside your Lot.
- 16.2 This by-law 16 does not apply to the Original Proprietor or any Sign erected by the Retail Proprietor which complies with by- law BY-LAW 21.

17 Pool

- 17.1 The following rules apply to the use of the Pool Area:

- (a) You enter and use the Pool Area at your own risk;
- (b) any child under the age of 12 years must be accompanied by a responsible adult who must remain in the Pool Area;
- (c) You must not run, jump, dive or otherwise conduct yourself in a dangerous or careless manner in the Pool Area or within the vicinity of the Pool Area;
- (d) You must not leave any object on the ground or in the water, in the Pool Area, or within the vicinity of the Pool Area;
- (e) You must not disturb the peaceful enjoyment of the Pool Area by other users; and
- (f) You must leave the Pool Area when requested to do so by any person authorised by the Owners Corporation.
- (g) Only Occupiers and their accompanied guests may enter or remain in the Pool Area.
- (h) No breakable item may be taken into the pool area, including glass, ceramics, and porcelain.
- (i) No one may enter or remain the pool area outside the published opening times.

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18 Moving and Delivering

- 18.1 This by-law relates to moving in and out of the Building, taking delivery of items in the Building and moving large or heavy items through the Common Property.
- 18.2 Such items may only be moved through the Common Property or taken delivery of, in accordance with the requirements and Rules of the Owners Corporation.
- 18.3 You must not do any damage to the Common Property, or You must immediately make good any such damage.
- 18.4 If the Owners Corporation has appointed a Building Manager, You must comply with their requirements.

19 Complaints and Applications

- 19.1 Any complaint or application to the Owners Corporation or the Strata Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation.
- 19.2 If the Owners Corporation has not made a nomination, then they must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

20 Lease or Licence of Lots

- 20.1 This by-law applies to Lots that are leased or licensed.
- 20.2 If You have leased or licensed Your Lot:
 - (a) You must ensure the Occupiers have a copy of the most recent version of the by-laws, and any amendments or changes from time to time of the by-laws;
 - (b) You must ensure the Occupiers comply with the by-laws;
 - (c) You must act promptly to comply with any reasonable notice You may receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager about Your Occupiers; and
 - (d) You must take all action available to ensure Your Occupiers comply with the by-laws and any reasonable notice You receive from the Owners Corporation.
- 20.3 If You are an Occupier of a Lot:

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- (a) You must comply with the by-laws; and
- (b) You must promptly comply with any notice You receive from the Owners Corporation, the Strata Committee, the Managing Agent or the Building Manager.

21 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Signs

- 21.1 This is an Exclusive Use By-law.
- 21.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has the special privilege, to erect or attach and use Signs on the Retail Sign Area on the conditions of this by-law.
- 21.3 The Retail Lot Proprietor must obtain the consent of all relevant Authorities prior to erecting each Sign.
- 21.4 The Retail Lot Proprietor is responsible for the proper care, maintenance and replacement of any Sign erected in accordance with this by-law. The Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which any such Sign is erected or attached.
- 21.5 The Retail Lot Proprietor must keep each Sign erected in accordance with this by-law in a proper state of repair and condition.
- 21.6 The Retail Lot Proprietor may erect a Sign or Signs on the Retail Sign Area without the consent of the Owners Corporation if it is one which is in conformity with the Building signage on the south western pillar outside the main entrance of Building A. For any period of time there is no signage on that pillar Signs erected by the Retail Lot Proprietor must be in conformity with the Building as high class residential building.

22 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Grease Arrestor

- 22.1 This is an Exclusive Use By-law.
- 22.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has the special privilege to use the Grease Arrestor and the Grease Arrestor Room.

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22.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Grease Arrestor, the Common Property on which the Grease Arrestor is contained and the Grease Arrestor Room.

22.4 The Retail Lot Proprietor must:

- (a) keep the Grease Arrestor Room clean at all times;
- (b) have the Grease Arrestor cleaned on a regular basis at its own cost;
- (c) must comply with all laws and the requirements of all Authorities in connection with the Grease Arrestor and the Grease Arrestor Room; and
- (d) effect and keep effected public liability insurance in respect of the Grease Arrestor Room.

23 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot Over the Riser

23.1 This is an Exclusive Use By-law.

23.2 Despite any other by-law to the contrary the Retail Lot Proprietor and every person authorised by it has:

- (a) the exclusive use of the Riser Main; and
- (b) the special privilege to attach the Retail Lot to the Riser Main; and
- (c) the special privilege to use the Riser Main for any purpose associated with the use of the Retail Lot.

23.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Riser Main.

23.4 The Retail Lot Proprietor must:

- (a) comply with the requirements, and notices, of all relevant Authorities in connection with the Riser Main;
- (b) reimburse the Owners Corporation for any additional insurance premiums or increased insurance premiums paid or payable by the Owners Corporation on

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any insurance policy effected in connection with the Building as a result of the exercise of the rights in this by-law;

- (c) indemnify the Owners Corporation and keep the Owners Corporation indemnified against all claims and liability incurred by the Owners Corporation as a result of exercise of the rights created by the this by-law or as a result of failing to carry out any obligation imposed by this by-law;
- (d) keep and maintain the Riser Main clean and in good condition; and
- (e) replace or renew the Riser Main when it is in need of replacement or renewal.

24 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot to Carry Out Building Works

24.1 This is an Exclusive Use By-law.

24.2 The Retail Lot proprietor has the special privilege to carry out Fit Out Works to the Retail Lot which are necessary or considered desirable by the Retail Lot Owner for the purposes of carrying out any activity or business in the Retail Lot which is the subject of a Development Consent, subject to the conditions in by-laws 24.3, 24.4, 24.5 and 24.6.

24.3 The Retail Lot Owner must not commence to carry out any Fit Out Works:

- (a) it has procured all relevant consents from the relevant Authorities; and
- (b) if applicable, it has in place all relevant insurances and has given a copy of the policy and the certificate of currency to the Owners Corporation.

24.4 When carrying out Approved Building Works the Retail Lot Owner must:

- (c) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
- (d) ensure the works are carried out in a proper and workmanlike manner;
- (a) use only qualified and where appropriate, licensed tradesmen;
- (b) ensure the works are carried out without undue delay;
- (c) ensure no materials, tools, rubbish or debris are left lying about the Common Property;

This is page 25 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....

Signatures.....

.....

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

- (d) cause as little disturbance as is practicable to other Owners and Occupiers;
- (e) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (f) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (h) ensure the works are installed wholly within the boundaries of the Retail Lot.

24.5 On completion of the Fit Out Works the Retail Lot Owner must:

- (e) ensure all rubbish and debris caused by the works is removed from the Building;
- (f) ensure the Common Property is left clean and tidy; and
- (a) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

24.6 The Owners Corporation must endorse its consent on all applications, documents and plans required by the Retail Lot Proprietor in order for it to procure consent to Fit Out Works the subject of this by-law.

24.7 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair any Common Property which is altered, added to, removed, repaired or replace in accordance with this by-law.

25 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Services

25.1 This is an Exclusive Use By-law.

25.2 Despite any other by-law to the contrary, the Retail Lot Proprietor and every person authorised by it has:

- (a) the special privilege to install those Services into the Retail Lot considered necessary by the Retail Proprietor, or required by an Authority, in connection with the business being conducted in the Retail Lot;

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

- (b) the special privilege to make alterations to the Common Property for the purposes of installing Services Equipment into the Retail Lot and those parts of the Common Property considered necessary by the Retail Lot Proprietor, or required by an Authority, in connection with the Services applicable to the Retail Lot; and
 - (c) the exclusive use over those parts of the Common Property over which the Services Equipment is installed or attached.
- 25.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Services Equipment erected on or attached to Common Property and the Common Property on which the Services Equipment is contained.
- 25.4 When carrying out works to install any Services Equipment the Retail Lot Proprietor must:
- (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

26 Exclusive Use Rights and Special Privilege in Favour of the Retail Lot in Connection with Air Conditioning Equipment

This is page 27 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

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26.1 This is an Exclusive Use By-law.

26.2 Despite any other by-law to the contrary, the Retail Lot Proprietor special privilege to connect that part of the Air Conditioning System in or servicing its Lot to that part of the Air Conditioning System comprised within the Common Property.

26.3 The Retail Lot Proprietor is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Common Property on which it is attached or located.

27 Air Conditioning Equipment

27.1 This by-law does not apply to the Retail Lot.

27.2 The consent of the Owners Corporation (which must not be unreasonably held) must be obtained if You wish to install any Air Conditioning Equipment in Common Property servicing your Lot.

27.3 Any Air Conditioning Equipment must not be visible from outside the Building in which Your Lot is located when standing in the Common Property or in a public street outside your Building.

27.4 You must not install the Air Conditioning Equipment or commence to carry out any work in connection with the Air Conditioning Equipment:

(a) unless the Owners Corporation has approved the plans for the work and approved the type of Air Conditioning Equipment which approval must not be unreasonably withheld if the Air Conditioning Equipment complies with the requirements of all relevant Authorities and the rules (if any) of the Owners Corporation made in accordance with by-law 27.7; and

(b) You have procured all relevant consents from the relevant Authorities.

27.5 When carrying out works to install your Air Conditioning Equipment you must:

(a) comply with the reasonable requirements of the Owners Corporation;

(b) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;

(c) ensure the works are carried out in a proper and workmanlike manner;

(d) use only qualified and where appropriate qualified tradesman;

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

- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.

27.6 You must ensure the completed works comply with the requirements of all relevant Laws and Authorities.

27.7 The Owners Corporation may make rules and regulations about the type, size and quality of any Air Conditioning Equipment. If the Owners Corporation makes any such rules or regulations, You must comply with them and only install Air Conditioning Equipment which complies with those rules and regulations.

27.8 If You install any Air Conditioning Equipment with the consent of the Owners Corporation in accordance with this by-law then:

- (a) You have the exclusive use of that part of the Common Property over which the Air Conditioning Equipment is installed or constructed; and
- (b) You are solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Air Conditioning Equipment and the Owners Corporation is responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Common Property on which the Air Conditioning Equipment is erected or attached.

29 Garbage Arrangements for Retail Lot

29.1 Definitions

In this by-law: these terms (in any form) means:

This is page 29 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

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Authority means an authority of any kind and includes local government,semi government and federal and state government authorities.

Block A means the building marked "Block A" on the Strata Plan.

Building means the building the subject of the Strata Scheme.

Common Property means the common property of the Strata Plan.

Garbage means any refuse, recyclable or waste.

Owners Corporation means the owners corporation of the Strata Scheme.

Retail Lot means lot 1 in the Strata Plan.

Retail Lot Occupier means any tenant, licensee or occupier of the Retail Lot.

Retail Lot Owner means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

Strata Plan means strata plan registered number 76137.

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

29.2 Garbage arrangements for Retail Lot

- (a) Garbage in connection with the Retail Lot may only be disposed of in the manner provided in this by-law.
- (b) Garbage in connection with the Retail Lot may be stored in bins located in the garbage room in Block A provided that:
 - (i) The bins may only be located in that part of the garbage room in Block A designated for use by the Retail Lot (the "Designated Area").
 - (ii) Garbage that is non-recyclable must be:
 - (A) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (B) placed in non-recyclable bins provided by the Retail Lot Owner at its own cost

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- (iii) Garbage that is recyclable material must be:
 - (A) separated from Garbage that is non- recyclable;
 - (B) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local council or any relevant Authority or otherwise);
 - (C) in the case of bottles, completely drained; and
 - (D) placed in the relevant recyclable bins provided by the Retail Lot Owner at its own cost.
- (c) The Retail Lot Owner and any Retail Lot Occupier must:
 - (i) place Garbage in the garbage room in Block A in the Designated Area only;
 - (ii) arrange for Garbage to be regularly removed by independent contractors (at no cost to the Owners Corporation) so as to ensure no Garbage accumulates for any reasonable amount of time;
 - (iii) not place or leave Garbage of any kind or garbage bins on the Common Property;
 - (iv) promptly remove any Garbage that may have spilled; and
 - (v) promptly clean the area on which any Garbage has been spilled.

30 Right for Lot 1 to Make Alterations to Common Property

30.1 Type of by-law

- (a) This is a by-law made in accordance with s65A of the Management Act.
- (b) This by-law may only be amended by a special resolution of the Owners Corporation and with the written consent of the Retail Lot Owner.
- (c) The Retail Lot Owner may allow the Retail Lot Occupier and an Authorised Person to exercise the rights of the Retail Lot Owner under this by-law. The Retail Lot Owner remains responsible to the Owners Corporation in connection with compliance with this by-law.

30.2 Definitions

This is page 31 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

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

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

Authorised Person means any employee, contractor, servant or agent of the Retail Lot Owner.

Authority means an authority of any kind and includes local government, semi government and federal and state government authorities.

Basement Building Works means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a chain wire fence;
- (b) the installation of a 1800 x 1800 modular coolroom;
- (c) the installation of a PVC conduit along par park soffit; and
- (d) the installation of all relevant services.

Building means the building the subject of the Strata Scheme.

Building Works means the Ground Floor Building Works and the Basement Building Works.

Common Property means the common property of the Strata Plan.

Ground Floor Building Works means those alterations to the Common Property relating to, or in the vicinity of the Retail Lot, generally depicted by the Plans, being:

- (a) the installation of a plaster board ceiling;
- (b) the installation of a floating timber floor (with associated insulation);
- (c) the installation of plasterboard (or plaster applied) painted walls;
- (d) the installation of a feature wall;
- (e) the affixing of tiles to walls; and
- (f) the installation of the following services:
 - (i) air conditioning and exhaust ductwork;
 - (ii) electrical power, communications and lighting;

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- (iii) fire protection; and
- (iv) water, drainage and gas.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Retail Lot means lot 1 in the Strata Plan.

Retail Lot Occupier means any tenant, licensee or occupier of the Retail Lot.

Retail Lot Owner means the registered proprietor for the time being of the Retail Lot. Where there is more than one owner of the Retail Lot, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation of the Strata Scheme.

Plan means the plan annexed to this by-law and marked with the letter "A".

Strata Plan means strata plan registered number 76137.

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

30.3 Rights

The Retail Lot Owner is authorised, subject to the conditions in this by-law:

- (a) to carry out the Building Works;
- (b) to permit any Authorised Person to carry out the Building Works; and
- (c) to install services, pipes, ducts, conduits and other items in the Retail Lot and the Common Property to the extent necessary to carry out the Building Works.

30.4 Access to Common Property

The Retail Lot Owner is authorised to access all relevant parts of the Common Property for the purposes of carrying out the Building Works and to store on the relevant parts of the Common Property materials, sheds and other relevant items for such reasonable period of time as may be necessary to carry out the Building Works.

30.5 Maintenance obligations

To the extent the Building Works, when completed, are attached to or form part of the Common Property and to the extent any services, pipes, ducts and other items are

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attached to or installed in Common Property, the Retail Lot Owner is responsible for the ongoing maintenance and repair of those parts of the Common Property.

30.6 Obligations when carrying out Building Works

- (a) When carrying out the Building Works, the Retail Lot Owner must:
- (i) obtain necessary consents from government agencies;
 - (ii) ensure the works are carried out in a proper and workmanlike manner;
 - (iii) use only qualified and where appropriate, licensed tradesmen;
 - (iv) ensure all relevant insurances are in place and if requested by the Owners Corporation provide it with copies of those insurances;
 - (v) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (vi) cause as little disturbance as is practicable to other owners and occupiers of other lots in the Strata Scheme;
 - (vii) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
 - (viii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
 - (ix) ensure no damage is caused to the property of any other owner or occupier of another lot in the Strata Scheme, or if damage is caused, immediately make good that damage;
 - (x) obtain consent of from the Owners Corporation if services are to be interfered with or interrupted;
 - (xi) notify the Owners Corporation of the estimated commencement and termination dates of the Building Works; and
 - (xii) comply with the reasonable requirements of the Owners Corporation notified in writing to the Retail Lot Owner.
- (b) Prior to commencing the Building Works, the Retail Lot Owner must procure the consent of all relevant Authorities and must obtain all relevant insurances in

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connection with carrying out the Building Works and if requested by the Owners Corporation provide it with copies of those insurances.

- (c) On completion of the Building Works, the Retail Lot Owner must ensure:
 - (i) all rubbish and debris caused by the Building Works is removed from the Building; and
 - (ii) the Common Property in the vicinity of the Building Works is left clean and tidy.
- (d) The Retail Lot Owner must ensure the completed Building Works complies with the requirements of all relevant laws and Authorities and does not result in the Owners Corporation breaching any law or the requirements of any Authority.

30.7 Indemnity

The Retail Lot Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or injury to property or persons as a result of carrying out the Building Works.

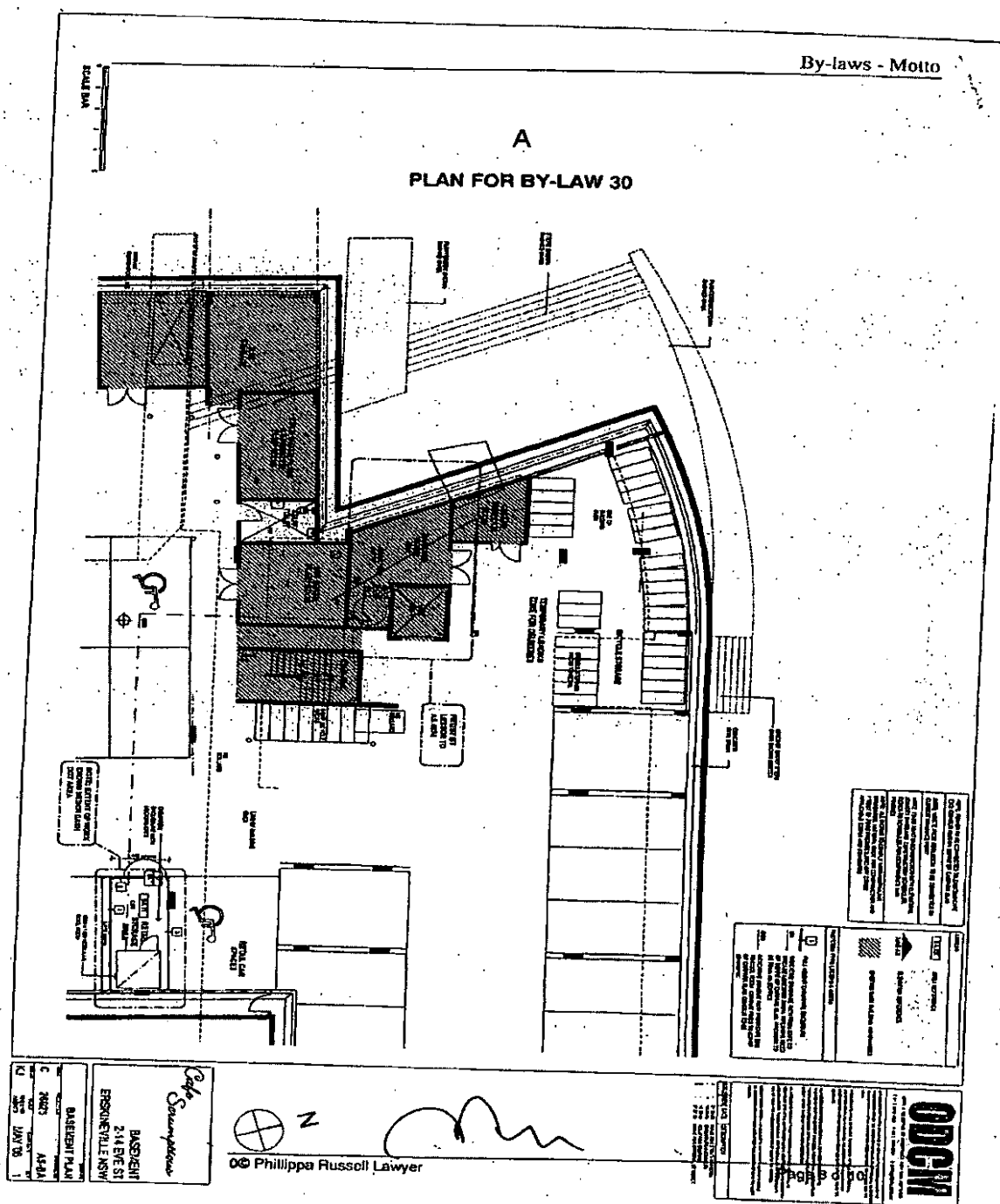
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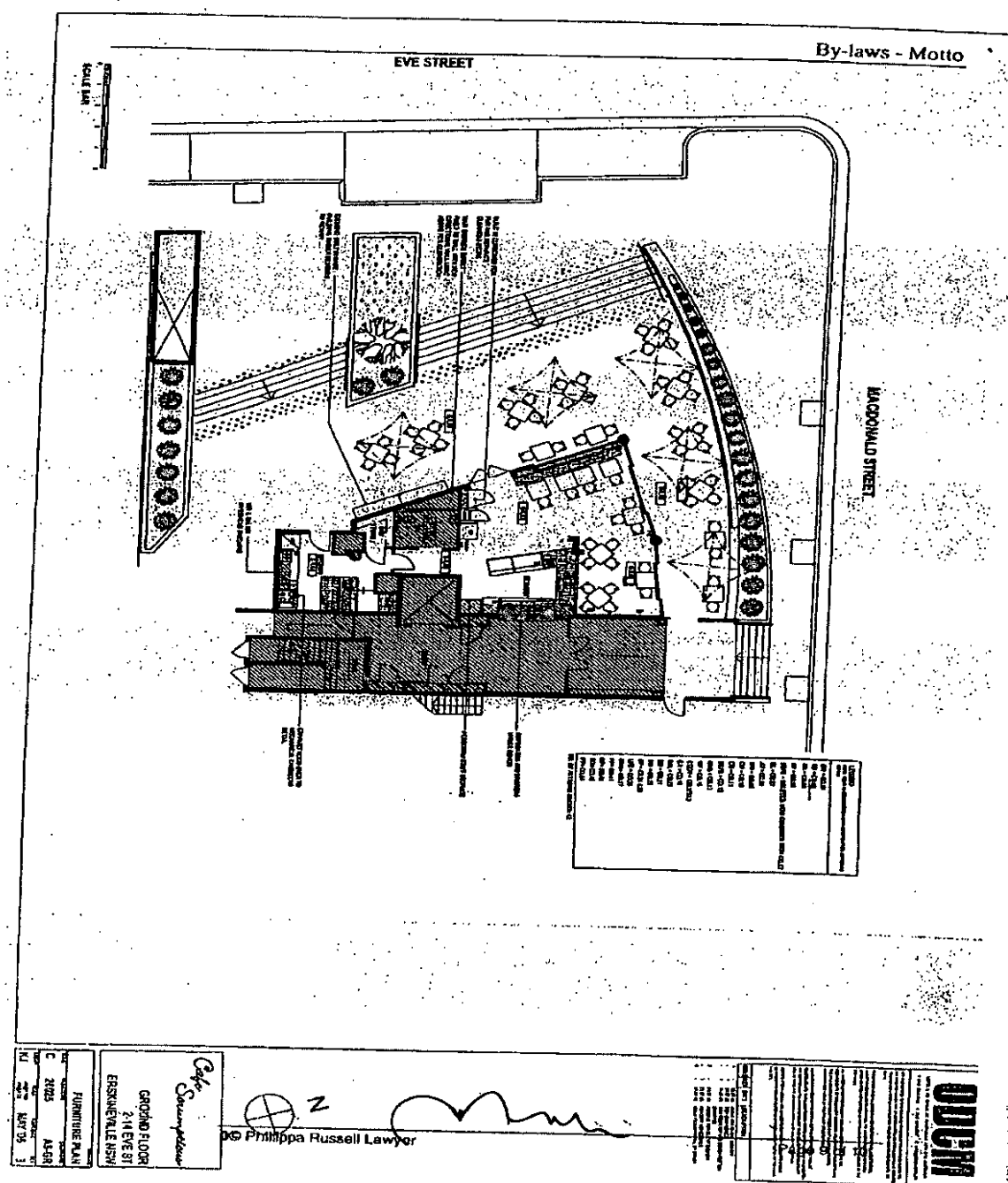


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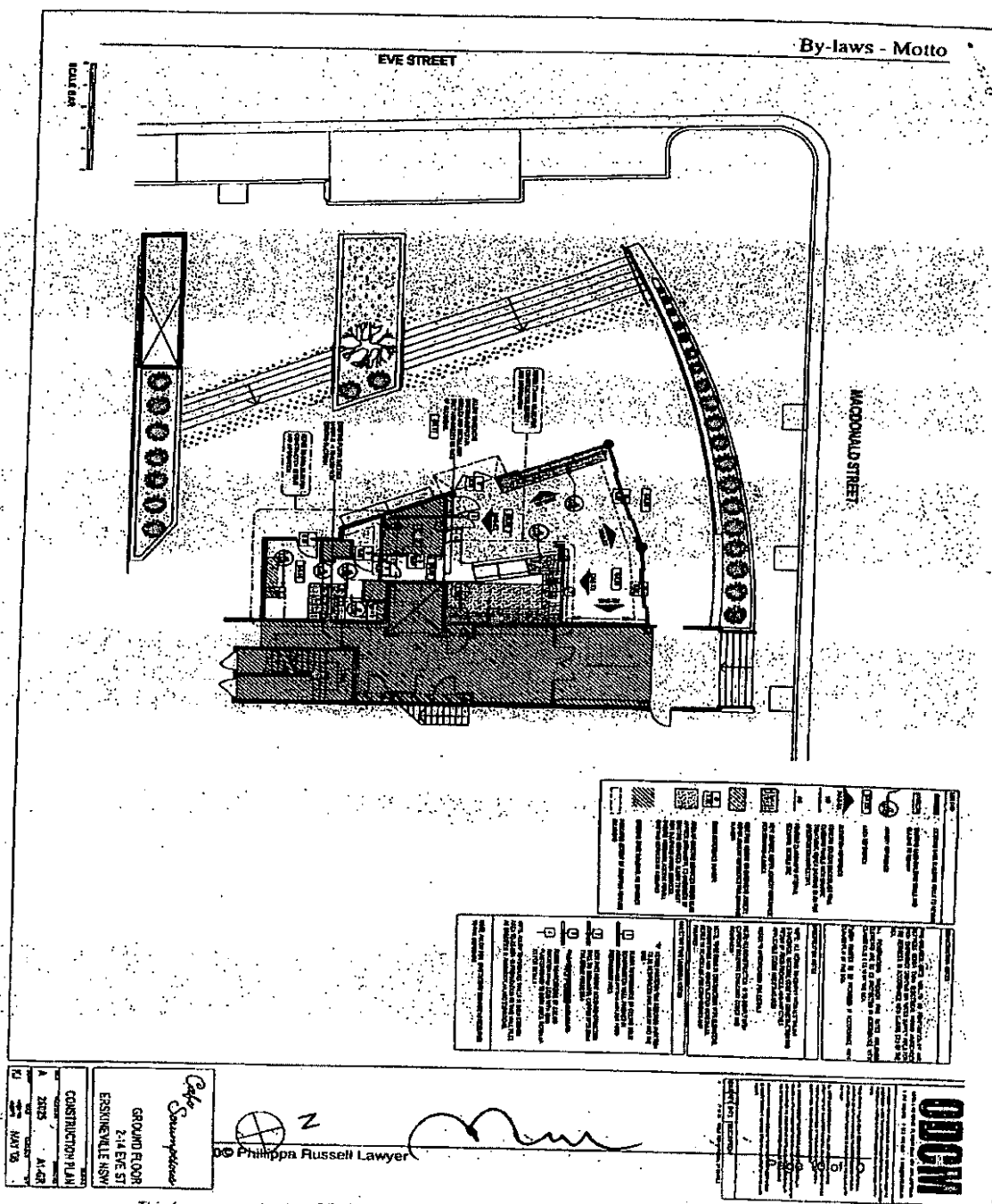


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10 Hanging out of washing

- 1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- 2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- 3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- 4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

32 Service of Documents on Owner of Lot by Owners Corporation

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

33 Exclusive use rights and special privilege in favour of Lots 51, 117, 118, 120, 123, 125 & 126

1. This is an Exclusive Use By-law.
2. Despite any other by-law to the contrary, the owner of:
 - (a) Lot 51 has a special privilege to undertake the following;
 1. exclusive use to courtyard area
 2. reduce the garden bed area to half,
 3. level garden bed area to ground height
 4. demolish and remove the brick nib wall centre of the courtyard
 5. demolish and remove horizontal garden bed brick retaining wall
 6. supply and install tiles to courtyard area

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

- (b) lots 117, 123, and 125 have a special privilege to remove the western and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
 - (c) lots 118, 120 and 126 have a special privilege to remove the eastern and southern garden bed wall adjoining their courtyard and exclusive use of the area occupied by the removed walls;
- 3. When carrying out works to remove any wall authorised in the by-law, the owner of the lot must:
 - (a) comply with the requirements of all relevant Authorities and the consent from the relevant Authorities;
 - (b) ensure the works are carried out in a proper and workmanlike manner;
 - (c) use only qualified and where appropriate qualified tradesman;
 - (d) ensure the works are carried out without undue delay;
 - (e) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
 - (f) cause as little disturbance as is practicable to other Owners and Occupiers;
 - (g) ensure no damage is done to any service lines or services installed in the Building or if damage is caused, make immediately good that damage;
 - (h) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage; and
 - (i) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage.
- 4. The owner of each lot who removes a wall authorised in this by-law must maintain and keep in a state of good and serviceable repair the area occupied by the removed wall.
- 5. Each owner benefitted by the rights and privileges granted in this by-law indemnifies and keeps the Owners Corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the Common Property, or other property or person insofar as such injury, loss or damage arises out of the:

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- (a) work to remove the wall;
 - (b) use of their respective exclusive use areas;
 - (c) failure to comply the duty to maintain, repair, renew or replace;
 - (d) performance of any work required to comply with the duty to maintain and repair;
 - (e) owner's breach of any part of this by-law.
6. If an owner fails to comply or breaches any part of this by-law, then the Owners Corporation may:
- (a) request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;
 - (b) if the owner fails to comply with the request in sub clause (a):
 - (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;
 - (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;
 - (iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Management Act, and the expenses of the Owners Corporation incurred in recovering those amounts.

SPECIAL BY-LAW 1

Definitions

1. In this by-law:
- (a) "**Act**" means the *Strata Schemes Management Act 2015*;
 - (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);
 - (c) "**Building**" means the building located at 8 Eve Street, Erskineville;

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

Grant of special privilege

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

Past Works

3. The Owner must, in relation to the Past Works:
 - (a) Make any requisite application to an Authority for consent or approval to keep the Past Works within 28 days of the registration of this by-law. The Owners Corporation cannot unreasonably withhold consent to such an application.
 - (b) Prior to obtaining the consent of the Owners Corporation to the application referred to in clause 3(a), or if such an application is not required to be made, the Owner must provide the following to the Owners Corporation:

This is page 42 of a total of 47 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

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- (i) evidence that they, and/or their contractors, servants, or agents (as applicable) effected and maintained Insurance for the duration of the Past Works (including copies of any certificates of insurance and policies);
- (ii) details of all employees, contractors and agents that the owner used to perform the Past Works, including name, contact details, and licence number, together with a copy of their licence;
- (iii) certification from appropriately qualified experts that the Past Works have been carried out in accordance with:
 - (A) the Building Code of Australia;
 - (B) pertinent Australian Standards;
 - (C) manufacturer's specifications and recommendations.

Repair and maintenance

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

Conduct of work

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

This is page 43 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:

Signatures.....

.....

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

- (a) use only duly licensed contractors to conduct the work in a proper and skilful manner;
 - (b) use appropriate materials in accordance with the manufacturer's specifications;
 - (c) comply with all conditions and requirements of any Authority;
 - (d) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (e) not allow the obstruction, for example by building materials, debris, tools, machines or motor vehicles, of the reasonable use of the Common Property;
 - (f) ensure that the work does not interfere with or damage the Common Property (other than as approved in this by-law) or the property of any other lot owner and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
 - (g) comply with any reasonable requirement of the Owners Corporation concerning the means of entering and leaving the building for tradespeople, building materials, tools and debris, and storage of materials and debris;
 - (h) in the absence of any limitations imposed by any Authority on the hours of work, only permit the undertaking of work between 8am and 4pm on Monday to Friday and 8am to 1pm on Saturday, excluding public holidays;
 - (i) within seven (7) days written notice from the Owners Corporation provide access to the Owners Corporation's representative to permit an examination of the work ;
 - (j) keep all affected areas of the Building outside the Lot clean and tidy, and remove all debris from the Common Property.
7. After the completion of work, the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the work has been completed;
 - (b) notify the Owners Corporation that all damage, if any, to any lot in the Building or Common Property caused or contributed to by the work and not permitted by this by-law, has been rectified;
 - (c) Provide a copy of any requisite certification relating to the completion of the work, including but not limited to any certification issued to or by an Authority.

Failure to comply or breaches

This is page 44 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....

Signatures.....

.....

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

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

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

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

Indemnity

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

Damage

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

Costs

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

SPECIAL BY-LAW 2 – Delegation of Minor Renovations

This is page 45 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....

Signatures.....

.....

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

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the Strata Schemes Management Act 2015) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

SPECIAL BY-LAW 3 – Major Renovations and Building Works (Lot 162)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

“**Lot**” means Lot 162 in the Strata Scheme;

“**Owner**” means the owner for the time being of the Lot (being the current owner and all successors);

“**Plans**” means the plans/drawings provided;

“**Major Renovations By-Law**” means Special By-Law No. 3 – Major Renovations as amended from time to time;

“**Strata Scheme**” means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

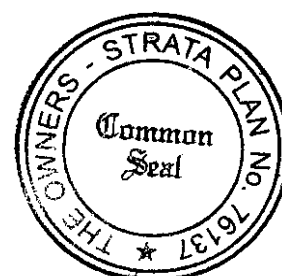
The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

This is page 46 of a total of 47 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....
Signatures:.....*Shan Birmingham*
.....*Strata Manager*
Being the persons authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.



on the conditions of this by-law.

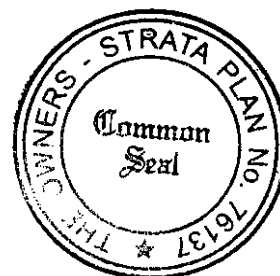
4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures of fittings comprised in those Major Renovations and that common property.
- 4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

This is page 47 of a total of 47 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 76137 was affixed on the 13th day of December 2019 in the presence of:

Names:.....
Signatures..... *Sean Birmingham*
..... *Strata Manager*

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



CINDY BROWN CONVEYANCER
PO BOX 8
PEAKHURST NSW 2210

PLANNING CERTIFICATE

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

Applicant:	CINDY BROWN CONVEYANCER
Your reference:	TEEVAN
Address of property:	8 Eve Street , ERSKINEVILLE NSW 2043
Owner:	THE OWNERS - STRATA PLAN NO 76137
Description of land:	Lot 1 DP 1091358, Lots 1-102 SP 76137, Lots 104-164 SP82176
Certificate No.:	2020303226
Certificate Date:	28/05/20
Receipt No:	0154795
Fee:	\$80.00
Paid:	28/05/20

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



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

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

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

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

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

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

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

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

HERITAGE

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

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

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

STATE PLANNING INSTRUMENTS

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

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

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

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

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

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

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

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

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

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

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

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

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

This SEPP does not apply to the land.

(3) Complying Development

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

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code & Commercial and Industrial (New Buildings and Additions) Code

Complying development **may not** be carried out on the land under the General Housing Code & the Commercial and Industrial (New Buildings and Additions) 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 only to the General Housing 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 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.

Low Rise Medium Density Housing Code

This Code does not apply to this Local Government Area.

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

In relation to a coastal council : The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

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

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 th July 2013	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable.

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

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

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

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

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) The land to which the certificate relates **is** the subject of a **site audit statement** within the meaning of that act, a copy of which has been provided to Council.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

The land the subject of this s10.7 (5) Certificate contains, or has contained, contaminants identified in one or more reports or records held by Council. Further information may be sought through the City's document access procedures.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue 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.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue 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.

Neighbourhood Parking Policy

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

ADVICE FROM OTHER BODIES

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

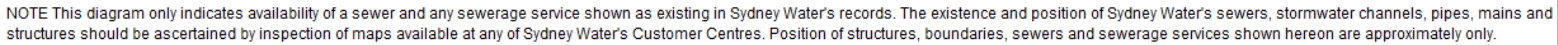
General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House
456 Kent Street
Sydney
8am – 6pm Monday - Friday

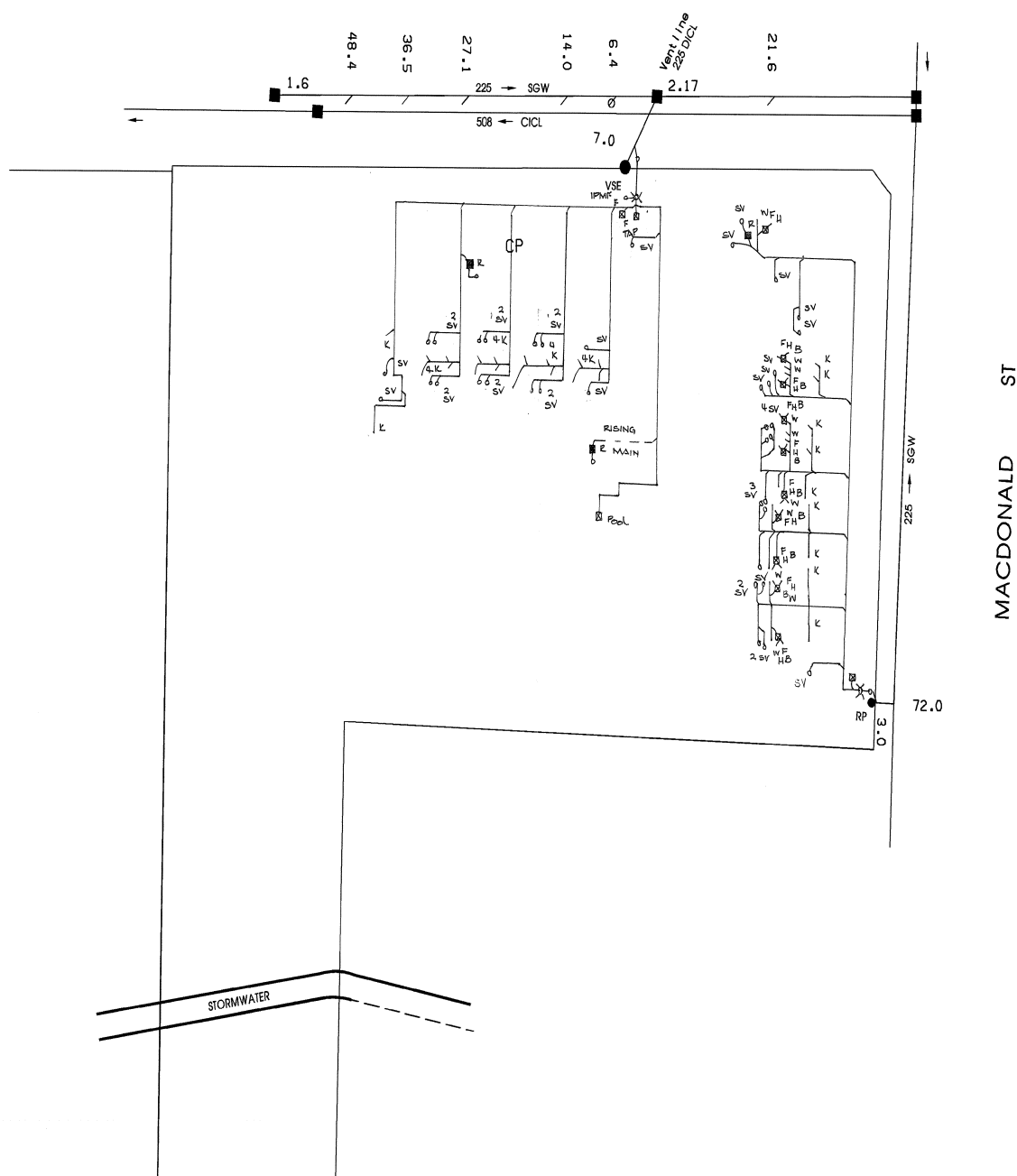
State planning controls are available online at www.legislation.nsw.gov.au

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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EVE ST



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<p>INDICATES - DRAINAGE FITTINGS</p> <p> <input type="checkbox"/> Manhole <input checked="" type="checkbox"/> Chtr Chamber <input checked="" type="checkbox"/> L.H. Lamphole <input checked="" type="checkbox"/> Boundary Trap <input checked="" type="checkbox"/> Inspection Shaft <input checked="" type="checkbox"/> PFI PFI <input checked="" type="checkbox"/> G Grease Interceptor <input checked="" type="checkbox"/> Gully </p>	<p>SYMBOLS AND ABBREVIATIONS</p> <p> <input checked="" type="checkbox"/> R R Trap <input checked="" type="checkbox"/> R Reflux Valve <input checked="" type="checkbox"/> C Clearing Eye <input checked="" type="checkbox"/> V Vertical Pipe <input checked="" type="checkbox"/> IP Induct Pipe <input checked="" type="checkbox"/> MF Micro Flap <input checked="" type="checkbox"/> JN Junction <input checked="" type="checkbox"/> RP Rodding Point </p>	<p>INDICATES PLUMBING FIXTURES & OR FITTINGS</p> <p> CO Clean Out O V Vent Pipe K Kitchen Sink W Water Closet B Bath Waste H Handbasin </p> <p> Bid Bidet S Shower DW Dishwasher F Floor Waste M Washing Machine BS Bar Sink LS Lab Sink </p>		<p style="text-align: center;">SYDNEY WATER SEWERAGE SERVICE DIAGRAM</p> <p style="text-align: center;">MUNICIPALITY OF <u>SYDNEY</u> SUBURB OF <u>ERSKINEVILLE</u></p> <p style="text-align: center;">Scale Approx. 1 : 500 Distances / depths in metres pipe diameter in millimetres</p>
<p>SEWER AVAILABLE</p> <p>Where the Sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and location of the Board's sewers, stormwater channels, pipes, mains, and structures should be ascertained by inspection of records available at the Board's Business Offices. (Section 33 of Board's Act.) Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work's commenced location of drainage lines is recommended. Licensee is required to submit to the Board a certificate of compliance or at all work may have been supervised.</p> <p>NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records. (By - Law 6, Clause 3)</p>				<p>PLUMBING INSPECTED</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>

Connection Date

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on **15 / 10 / 2019** at: **Infinity Property Agents** NSW **BETWEEN**

LANDLORD (insert name of Landlord(s) and contact details)

Name/s: **Duncan Teevan & Mary Keep**

Address: _____
(Note: Address not required where there is a Landlord's Agent)

Phone: _____ Mobile: _____ Email: _____

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: **Diana Bushara, Luke Ryan Dooley**

Address: **2502/2-14 Eve Street, Erskineville NSW 2043**

Phone: _____ Mobile: **0411 707 244** Email: **d1ana.b@hotmail.com**

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: **Infinity Property Agents**

Address: **C/- Suite 38, 112-122 McEvoy Street
Alexandria NSW 2015**

ACN: _____

ABN: **54 104 841 974**

Phone: **(02) 9699 9179** Mobile: _____ Email: **rent@infinityproperty.com.au**

Licence No.: **1415072** Licence Expiry: **30/11/2019**

TERM OF AGREEMENT

The term of this Agreement is: **52** weeks / months / years
starting on: **19 / 10 / 2019** and ending on: **16 / 10 / 2020** (cross out if not applicable)

RESIDENTIAL PREMISES Note: insert any excluded items in the Additional Terms Item on the signature page

The residential premises are: **2502/2-14 Eve Street, Erskineville NSW 2043**

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

- 1 X Parking - 1 X Portable Aircon
- 1 X Dryer
- 1 X Convection microwave/oven
- 1 X Dishwasher

RENT

The rent is: **\$1,180.00** per: **fortnight** payable in advance starting on: **19 / 10 / 2019**

Rent Increase 1: Then from: **/ /** pay: **\$0.00** per: **fortnight**

Rent Increase 2: Then from: **/ /** pay: **\$0.00** per: **fortnight**

Note: Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not required to be completed. See Additional Term 64B.

The tenant must pay the rent in advance on the **By the Due Date** of every **fortnight** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil** by cash or cheque; or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS**

Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **303 101 281**

Payment Reference: **0038752994**

or any other account nominated by the landlord; or

(c) as follows: **NONE**

Note: The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note:

Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree:**

- 6.1 that the increased rent is payable from the day specified in the notice, and
6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT DEDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
7.2 cease to be lawfully usable as a residence, or
7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. **The landlord agrees** to pay:
9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
10.3 all charges for pumping out a septic system used for the residential premises, and
10.4 any excess garbage charges relating to the tenant's use of the residential premises, and

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

- 10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
11.2 the landlord gives the tenant at least 21 days to pay the charges, and
11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
11.4 the residential premises have the following water efficiency measures:

- 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

13. **The landlord agrees:**
13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**
14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**
15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
15.2 not to cause or permit a nuisance, and
15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. **The tenant agrees:**
16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

Note:

Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

- 17. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
 - 17.1 to remove all the tenant's goods from the residential premises, and
 - 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
 - 17.5 to make sure that all light fittings on the premises have working globes, and
 - 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

- 18. **The landlord agrees:**
 - 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
 - 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
 - 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
 - 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
 - 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

- 19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
 - 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
 - 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
 - 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
 - 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
 - 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note:

The type of repairs that are urgent repairs are defined in the *Residential Tenancies Act 2010* and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 20. **The landlord agrees:**
 - 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
 - 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 21. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. **The landlord and tenant agree:**
 - 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
 - 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
 - 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 23.2 if the Civil and Administrative Tribunal so orders,
 - 23.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. **The tenant agrees:**
- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. **The landlord agrees:**
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. **The landlord and tenant agree** that:
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note:

Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. **The landlord agrees:**
- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

36. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- 40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

LOOSE-FILL ASBESTOS INSULATION

- 40B. **The landlord agrees:**
- 40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* or any other Act, and

- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

41. **The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, [specify amount below].

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note:

Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord, an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

42. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

(Note: refer to Clause 46 for requirements in respect of Pets)

- ~~43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.~~
- ~~44. The landlord agrees that the tenant may keep the following animals on the residential premises:~~
- ~~45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.~~

ADDITIONAL TERM - PETS - CLEANING, FUMIGATION AND REPAIRS

46. Where 'Additional Term - Pets' (Clauses 43, 44 and 45) have been crossed out, the following clauses (46.1 to 46.3 inclusive) will apply:
- 46.1 **The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent.
- 46.2 **The landlord agrees** that the tenant may keep the following animals on the residential premises:

No Pets

- 46.3 **The tenant agrees:**
- (a) to have the carpet professionally cleaned, at the tenant's own expense, if the cleaning is required because animals have been kept on the residential premises during the tenancy.

- (b) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (c) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (d) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (e) when requested to provide written evidence of compliance with Clauses 46.3(a), 46.3(b) and 46.3(c) to the landlord/landlord's agent.

ADDITIONAL TERM - CONDITION REPORT

- 47. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.
- 47.1 The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

- 48.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 48.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE OF PREMISES

- 49. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 49.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 49.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 49.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 49.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 49.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

- 49.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 49.7 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 49.8 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 49.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 49.10 not to affix any television antenna to the premises.
- 49.11 not to maliciously or negligently damage the premises or any part of the premises.
- 49.12 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 49.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 49.14 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 49.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

50. Swimming Pool Safety and Maintenance

- 50.1 At the commencement of the tenancy, the landlord will:
 - (a) handover the pool in a condition that is safe for use
 - (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 50.2 During the term of the tenancy:
 - (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
 - (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals

- (7) advising the landlord or the agent immediately of any pool related problem.

- 50.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- (a) opportunity to inspect the pool; and/or
 - (b) a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 50.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 50.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

51. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

52. On termination or expiration of the term **the tenant agrees:**
- (a) to deliver vacant possession in accordance with the termination notice
 - (b) to deliver up all keys and security devices
 - (c) to advise as soon as possible of the tenants contact address
53. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
54. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:
- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay, for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination.
 - (d) the landlord may seek Tribunal of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
55. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

Note: Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

56. The tenant will on vacating the premises:
- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - (e) Leave the premises (including the grounds) in a neat and tidy condition.
 - (f) Fumigate as reasonably required if pets have been on the premises.
 - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 56 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
 - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

57. Taking into account the provisions of Clause 16.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

58. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.
59. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
60. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

61. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

62. The landlord is not responsible for insuring the tenant's own property.
63. **The tenant agrees**, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE

- 64A. In the case of a fixed term agreement for less than 2 years the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement then, subject to clause 5, the rental may be increased during the term and such increase shall be as set out in the rent increase section on the first page of this agreement.
- 64B. Where the agreement is for a period of 2 years or more the rent payable must not be increased more than once in any period of 12 months and may be increased (subject to clause 5) whether or not the agreement sets out the rent increase or method of calculating the increase.

Note: *Residential Tenancies Act 2010* section 41:

Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - PRIVACY

65. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (Cth)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (Cth)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

66. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

67. (a) The parties agree and confirm any documents and communications in relation to this Agreement may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email to the party at the appropriate email address as stated in this Tenancy Agreement; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 67(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

DEFINITIONS

1. In this agreement:
 - (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
 - (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
 - (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.
 - (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
 - (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
 - (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
 - (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
 - (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
 - (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
 - (10) **tenancy** means the right to occupy residential premises under this agreement.
 - (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

CONTINUATION OF TENANCY (if fixed term agreement)

2. Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

ENDING A FIXED TERM AGREEMENT

3. If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

ENDING A PERIODIC AGREEMENT

4. If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

WARNING

6. It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

SIGNATURES

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD:

(Signature of landlord or landlord's agent on behalf of the landlord)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT:

(Signature of tenant)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

in the presence of:

(Name of witness)

(Signature of witness)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the New Tenant Checklist published by the NSW Fair Trading.

(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au